

INTRODUCTION

1. These Terms and Conditions reflect the custom and practice of independent / private schools and together with the Letter of Offer, Acceptance / Enrolment Form and Fees List they form the basis of a legal contract for educational services. The Terms and Conditions are intended to promote the education and welfare of each Pupil and the stability, forward planning, proper resourcing and development of the School.
2. Our prospectus and School website are not contractual documents. Please see Section K for further information.
3. Fees & Notice: The rules concerning fees and notice are of particular importance and are set out at Sections H & I below.
4. Managing Change: The School, as any other school, is likely to undergo a number of changes during the time your child is a Pupil here. Please see Section K for further details of the changes that may be made and the consultation and notice procedures that will apply.
5. Documents referred to: Before accepting the offer of a place, parents have an opportunity to see any of the other documents referred to in these Terms and Conditions. The School website contains a number of policies and procedures, which can be viewed by Parents. Hard copies are available from the School on written request. Please now refer to Section K.

TERMINOLOGY

6. **"The School"/"We"/"Us"** means **School** as now or in the future constituted (and any successor). The School may also be constituted as a charitable company limited by guarantee.
7. **"The Head"** is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head have been delegated.
8. **"The Parents" /"You"** means any person who has signed the Acceptance/Enrolment Form and/or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Fees payable by a third party (for example, an employer, grandparent or step-parent without Parental Responsibility) will be subject to a separate agreement between the School, the Parents and the third party.
9. **Parental Responsibility:** Those who have "Parental Responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.
10. **"The Pupil"** is the child named on the Acceptance/Enrolment Form. The age of the Pupil will be calculated in accordance with custom in the Spain.
11. **'Terms and Conditions'** means these Terms and Conditions as amended from time to time and the expression "Agreement" means these Terms and Conditions.
12. **'Term'** means the periods when the School is in session, notified to you from time to time.
13. **A 'Term's Notice'** means notice given before the first day of a Term and expiring at the end of that Term.
14. **'School Rules and Regulations'** means the School Policies, which are available on the School's website or obtainable directly from the School. The School Rules are subject to revision and amendment from time to time.
15. **'Registration Form'** means the form completed by you to register your wish that your child should attend the School.
16. **'Offer Letter'** means the letter sent to you offering your child a place at the School.
17. **'Acceptance / Enrolment Form'** means the form provided by the School for you to complete when accepting the School's offer of a place at the School for your child as set out in the Offer Letter and accompanies the non-refundable Enrolment Fee.
18. **'Deposit'** means the sum held by the School, as set out in the Schedule of Fees as amended from time to time. This fee is refunded when the child leaves the school, less any monies owing to the School at that time.
19. **'Enrolment'** means the date on which your child attends the School for the first time under the terms of this Agreement.
20. **'Fees'** means the fees as set out in the Schedule of Fees as amended from time to time.
21. **'Deposit Interest'** means interest at a discretionary rate as notified to you from time to time calculated on a complete year (September to August) and credited annually. This is applicable solely to the 'Overseas Deposit'.

22. **'Fees Interest'** means interest above the base rate of the School's bankers in force from time to time calculated from the date on which Fees become due and payable to the date on which the School receives cleared funds in payment.

Under these 'Terms and Conditions', you are legally responsible, individually and jointly for complying with your obligations under these Terms and Conditions. You are legally entitled to receive relevant information about your child unless a court order has been made to the contrary, or there are other reasons that justify withholding information to safeguard the interests and welfare of your child.

ADMISSION AND ENTRY TO THE SCHOOL

The admission process to the school is defined as follows:

23. **Registration and Enrolment:** Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. "Admission" occurs when Parents accept the offer of a place and the enrolment fees and deposit are paid. "Enrolment" occurs on the date when a Pupil attends the School for the first time under this contract.
24. **Equal Treatment:** The School is a mainstream School for boys and girls aged from 0 - 18 years. The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are improving but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under the equality legislation in order to accommodate the needs of applicants, Pupils and members of the staff who have disabilities for which, after reasonable adjustments, we can cater adequately.
25. **Offer of a Place, Enrolment Fee and Deposit:** An enrolment fee is due on acceptance of an offer of a place and to secure the place of study. A deposit ("Deposit") as shown on the Fees List for the relevant year will be payable. The deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these Terms and Conditions.
26. **Overseas Pupils:** For reasons of administration, the right is reserved to require a higher payment of an "Overseas Boarders' Deposit", as shown on the Fees List for the relevant year, in the case of a Pupil whose normal residence is in a non-EEA country. This sum will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these Terms and Conditions.
27. **Immigration:** Parents must inform the School when returning a completed Registration Form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. Where a child is sponsored by the School for immigration purposes the Parents shall permit the School to take and retain copies of the child's passport and visa. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to reside in the country of study and to study at this School.

PASTORAL CARE

28. **Meaning:** Pastoral care is a thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each Pupil and the integrity of the School community.
29. **Our Commitment:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect your child's human rights and freedoms, which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others.
30. **Complaints:** Any question, concern or complaint about the pastoral care or safety of a Pupil or any education issue or other matter connected to the School must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure can be supplied on request.
31. **Pupil's Rights:** The pupil has rights that the School must observe. These include, in view of their maturity, the right to give or deny their consent in a variety of circumstances (for example, once they are over fourteen years old, they may give their consent regarding certain personal data treatments that the School wishes to carry out) and certain rights of confidentiality and, in general, the right to have contact with both natural or adoptive parents. If a conflict of interest arises between the parent/s and the pupil, the rights and duties of the pupil will prevail in most cases over the rights and obligations of the parents, always in accordance with the protection of the interests of the minor as established by current legislation.
32. **Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions, which the Head considers on proper grounds, will safeguard and promote the Pupil's welfare. Please also see Section E below.

33. **Ethos:** The ethos of this School is to foster good relationships between members of the staff, the Pupils themselves and between members of the staff and Pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and Parents and we expect the same of the Pupil and Parents in relation to the School.
34. **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a Pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare. Parents also consent to their child participating in contact and non-contact sports and other activities as part of the normal School and extra-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
35. **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health (including mental health) problem or allergy affecting the Pupil; any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family; or any disability, special educational need or any behavioural, emotional and family circumstances or court and / or social difficulty on the part of the Pupil; or order which might affect the Pupil's welfare or happiness; or any concerns about the Pupil's safety or any change in the financial circumstances of parent/s of a Pupil awarded a bursary by the School.
36. **Confidentiality:** Confidentiality: Parents authorize the Head so that, when necessary and / or appropriate, teachers and other employees of the School are informed of a particular inconvenience that affects the pupil in order to safeguard or promote their well-being, as well as trying to avoid a situation of risk of prejudice or serious harm to themselves or to anyone at School. In any case, respect and compliance with the legal norms established in relation to the protection of personal data of the pupil will be guaranteed, as well as respect for the rights to privacy and self-image.
37. **Special Precautions:** The Head needs to know of any issue that is relevant to the pupil's safety. The Head must therefore be informed in writing of any judicial resolution or risk situation in relation to any pupil who requires any special safety precautions. The Head, acting appropriately, will take the measures he deems appropriate to safeguard the interests of the pupil or any other member of the School community, and to comply with the content of the aforementioned court decisions (among such measures, the Parents may be expelled from the School facilities).
38. **Leaving School Premises:** We will do all that is reasonable to ensure that your child remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if they leave School premises in breach of School Rules or Regulations and we are not able to accept such responsibility in the case of a Pupil aged 16 years or over.
39. **Residence During Term Time:** Pupils, except when boarding, are required during term time and at weekends, and half term or holidays (as applicable to the individual School), to live with a parent or legal guardian. Where available, short- term boarding can be provided during term time for a Pupil whose accommodation arrangements have broken down and will be charged as an extra. The Head must be notified in writing immediately if the Pupil will be residing during term time under the care of someone other than a parent.
40. **Communication with Parents:** With the exception of communication regarding cancellation, withdrawal and notice of withdrawal, the School will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person unless other arrangements are made and any communication from the School to any such person as having been made to each of them.
41. **Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.
42. **Education Guardians:** We recommend any non-EEA international student without a parent resident in their country of study have an education guardian in country, who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility during half term (if applicable) or the holidays for Pupils whose Parents are resident abroad and the Parents and guardians of such Pupils must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian and shall from time to time provide the School with up to date contact details for the appointed education guardian.
43. **Photographs:** It is the custom and practice of most independent (private) schools, and of this School, to include some photographs or images of Pupils in the School's promotional material such as the prospectus and website. We would not disclose the home address of a child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the School's promotional material must opt out of giving their permission by indicating on the Acceptance/ Enrolment Form issued with this Contract.
44. **Transport:** The Parents consent to the Pupil travelling by any form of public transport and / or in a

motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

45. **Pupil's Personal Property:** Pupils are responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.
46. **Insurance:** The parents will, in their case, be responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.
47. **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property.

HEALTH AND MEDICAL MATTERS

48. **Medical Declaration:** Before the Pupil enters the School, Parents will be asked to complete a Confidential Information Form concerning the Pupil's health and must inform the School Nurse in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious diseases.
49. **Medical Care:** In order that the best use may be made of the facilities and services provided every boarder will be registered under the local Health Service. The parents of day and boarding Pupils must comply with the School Nurse's recommendations which may include a reasonable decision to release the Pupil home when unwell, if possible.
50. **Medical Examination:** All new Pupils, day and boarding, may be asked to have a routine medical examination with the School Nurse (or a doctor appointed by the School). Arrangements can be made on request for a parent to be present, but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding (usually at 12+ years).
51. **Pupil's Health:** The Head may have access to a medical opinion or certificate regarding the general health of the pupil, always keeping the strictest confidentiality and provided that they have the appropriate legal basis for it and complies with the other obligations imposed by the applicable regulations on data protection. Specifically, the School will have adopted, prior to the treatment of the data related to the pupil's health, those security measures, as well as technical and organizational measures to guarantee the strictest confidentiality of those pupil data.
52. **Medical Information:** The school nurse will process the health data of the Pupils, complying with their duty of professional secrecy and keeping the strictest confidentiality. However, in the event of an emergency or security situation for the rest of the School community (for example, a situation that could lead to a general contagion), the School nurse may disclose that information about a pupil in the School that is necessary to apply the appropriate security measures in the School. Such information will be shared confidentially.
53. **Emergency Medical Treatment:** The Parents authorise the Head to consent on behalf of the Parents, to the Pupil receiving emergency medical treatment including blood transfusions, general anesthetic and operations under the local Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

EDUCATIONAL MATTERS

54. **Our Commitment:** Within the published range of the School's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Pupil and to provide education to at least the standard required by law in the particular circumstances.
55. **Organisation:** We must reserve the right to organise the curriculum and its delivery in a way, which, in the professional judgment of the Head, is most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the Pupils. Any Parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's tutor, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a grave concern.
56. **Progress Reports:** The School monitors the progress of each Pupil and reports regularly to Parents by means of grades, written reports and consultation / parents meetings.
57. **Health & Life Skills Education:** All Pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time.
58. **Public Examinations:** The Head may, after consultation with Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of professional judgment, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and / or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or

- revised in accordance with advice or instruction from the staff.
59. **Reports and References:** Information supplied to Parents and others concerning the progress and character of the Pupil, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
 60. **Learning Difficulties:** The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
 61. **Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
 62. **Information about Learning Difficulties:** Parents must notify the Head when completing the School's Confidential Information Form and subsequently in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgment of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a Pupil's special educational needs. The School reserves the right to charge any additional teaching provided as an extra.
 63. **Moving up the School:** It is assumed that each Pupil who satisfies the relevant criteria at the time will progress through the School and will ultimately complete Year 13 (2ºBachillerato). Parents will be consulted before the end of the Spring Term (Second term) if there appears to be any reason why the Pupil may be refused a place at the next stage of the School. Parents must give a term's notice in writing (i.e. before the start of the Summer Term / Third Term) in accordance with the Provisions about Notice (in section H) if they do not intend their child to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.
 64. **School's Intellectual Property:** In the event of any intellectual property rights (works that are protected by copyright and related rights), or industrial (trademarks, designs, patents or utility models) developed by the pupils, in association or not with other pupils or staff of the School, during School hours, the School may try to obtain the authorization of the pupil's parents with the objective that the intellectual or industrial property rights be assigned or licensed.
 65. **Work and deliverables:** Most work, such as class work, homework or assignments, projects, internal exams, practical work and computer work (except exams) will be returned to the pupil when they are no longer necessary for their evaluation or exhibition. In certain courses, papers can be held for a longer time to prevent pupils from copying them. At all times, care will be taken to deliver the works in good condition, but we cannot be held responsible for losses or damages caused to these works or to other properties of the pupil, for reasons beyond the control of the Head or the staff of the School.
 66. **Educational Visits:** A variety of educational visits will be provided for your child while a Pupil here. The cost of some educational visits will be charged as an extra and added to the bill. Educational visits abroad or those in Spain involving an overnight stay will be the subject of a separate agreement with Parents and the cost of the trip will be payable in advance. The Pupil is subject to School discipline in all respects whilst engaged in a School trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be payable in full by parents.

BEHAVIOUR AND DISCIPLINE

67. **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.
68. **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules about the wearing of uniform and general appearance.
69. **School Rules:** The School Rules are available on the School Website or in the Parent Handbook.
70. **School Discipline:** The Parents hereby confirm that they accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the School community as a whole. The School's disciplinary policy which is current at the time and is available on request from the Head, applies to all Pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.

71. **Investigative Action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his / her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his / her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by a parent, education guardian or a teacher of the Pupil's choice.
72. **Procedural Fairness:** An investigation which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of a parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his / her choice.
73. **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of Pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.
74. **Drugs & Alcohol:** The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with legal or illegal drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.
75. **Terminology:** In these Terms and Conditions "Suspension" means that the Pupil has been sent or released home or to an education guardian for a limited period either as a disciplinary sanction or pending the outcome of an investigation. "Withdrawal" means that the Parents have withdrawn the Pupil from the School. "Expulsion" and "Removal" mean that the Pupil has been required to leave ("asked to leave") the School permanently in the circumstances described below. "Released home" means that the Head has consented to the Pupil being away from School for a specified period of time. "Exclusion" means that the Pupil may not return to School until arrears of Fees have been paid. "Exclusion" may also be used as a general expression covering any or all of the other expressions defined in this clause
76. **Sanctions:** The School's current policies on sanctions are available to Parents on request. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, or suspension, or alternatively being removed or expelled.
77. **Expulsion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of School discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision shall be subject to a Review by the Board of Directors if requested by a Parent. Parents will be given a copy of the Review procedure current at the time. The Pupil shall remain away from School pending the outcome of the Review.
78. **Fees after Expulsion:** If the Pupil is expelled, there will be no refund of the Deposit or of Fees for the current or past terms, but the Overseas Deposit (if any) will be refunded without interest less any sums owing to the School. There will be no charge to fees in lieu of notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sum due to the School will be payable.
79. **Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the School, or from boarding, if, after consultation with the Pupil and / or Parent, the Head is of the opinion that by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the School, or if a Parent has treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw the Pupil as an alternative to removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School.
80. **Fees Following Removal:** If the Pupil is removed or withdrawn in the circumstances described above, the rules relating to Fees shall be the same as for expulsion save that the Deposit or Overseas Boarder's Deposit which will be refunded without interest less any sums owing to the School.
81. **Leaving Status:** The expression "leaving status" refers to whether the Pupil has been expelled, removed or withdrawn, and to the record which will be entered into the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Head with the Parents and, where appropriate with the Pupil, at the time of the Head's decision.
82. **Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to expel or remove the Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and

proper consideration and a timely response.

PROVISIONS ABOUT NOTICE— see also section F “Moving up the School” and section G.

83. **Notice** to be given by Parents means (unless the contrary is stated in these Terms and Conditions) a term’s written notice by all who have signed the Acceptance / Enrolment Form given before the first day of term addressed to and received by the Head personally or signed for by the Head of Admissions on the Head’s behalf. It is expected that Parents will consult with the Head before giving notice to withdraw the Pupil. **“A term’s notice” to be given by Parents means notice given before the first day** of a term and expiring at the end of that term. A term’s notice must be given in writing if the Parents wish to cancel a place which they have accepted, or if Parents wish to withdraw the Pupil who has entered the School; or if, following Year 11 (4^oESO) or Year 12 (1^oBachillerato), the Pupil will not return for the following year even if he / she has achieved the required grades; or the Pupil wishes to discontinue extra tuition.
84. **Fees in lieu of notice** means Fees in full for the term of notice at the rate that would have applied had the Pupil attended and not limited to the parental contribution in the case of a scholarship, bursary or other award or concession. The charge of a term’s Fees represents a genuine pre-estimate of the School’s loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School’s ability to plan its staffing and other resources.
85. **“Cancellation”** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil enters the School or where the Pupil does not enter the School. Please see clause 19 for details of when entry to the School occurs.
86. **Cancelling Acceptance with less than one Term’s Notice:** The cancellation of a place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is fees for between one and 5 years. Nonetheless, where less than one Terms’ notice of cancellation has been given, the School agrees to limit the Parent’s liability to a full term’s fees, less the Deposit. (The Overseas Boarders’ Deposit will be forfeited.) This sum will be payable as a debt. Cases of serious illness or genuine hardship may receive special consideration on written request.
87. **Cancelling Acceptance with more than one Term’s Notice:** When more than one Term’s notice of cancellation is given, the Parent’s liability will be limited to the full amount of the Deposit. Cases of serious illness or genuine hardship may receive special consideration on written request.
88. **Cancelling a place offered in the Term before Entry:** If the offer of a place is made in the Term immediately prior to the term of entry the Parents may cancel their acceptance in writing at any time up to 4 weeks from the date of the Acceptance / Enrolment Form. The Deposit will be then be retained by the School. Parents who give notice of cancellation after this date or who give no notice of cancellation will incur a liability to pay one term’s Fees in lieu of notice less the Deposit. (The Overseas Boarder’s Deposit will be forfeited.) Please see clause 23 for details of when Entry occurs.
89. **“Withdrawal”** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without notice required under this contract at any time after the Pupil has entered the School. Please see clause 23 for details of when entry to the School occurs. Please also see clause 91 - Withdrawal by Parents, clause 92 - Withdrawal by Pupil and clause 101 - Exclusion for non-payment.
90. **Withdrawal by Parents:** If the Pupil is withdrawn on less than a term’s notice, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice less the Deposit and the Overseas Boarder’s Deposit will be immediately due and payable as a debt at the rate applicable to the term in question unless the place is filled immediately and without loss to the School.
91. **Withdrawal by Pupil:** The Pupil’s decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.
92. **Prior Consultation:** It is expected that Parents, or duly authorised education guardian, will in every case consult personally with the Head or with the Head’s authorised Deputy before notice of withdrawal is given by the Parents.
93. **Change of Boarding / Day Status:** Parents must obtain the express permission of the Head in writing if the Pupil wishes to change from boarding / day status. At the discretion of the Head, the School has the right to postpone or refuse a transfer request and the Head will consider the best interests of the child and the School in reaching the decision. Any such place is subject to the availability of places.
94. **Discontinuing Extras:** A term’s written notice is required to discontinue chargeable extras, or a term’s Fees for the extras will be immediately payable in lieu as a debt unless there are other arrangements agreed with the School.
95. **Termination by the School:** The School may terminate this agreement on one term’s written notice sent by ordinary post or on less than one term’s notice in a case involving expulsion or required removal. The School would not terminate the contract without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding). The Deposit and the Overseas Boarder’s Deposit would be refunded without interest less any outstanding balance of the account.

FEES

96. **Meaning:** “Fee” and “Fees” where used in these Terms and Conditions include each of the following charges where applicable: Deposit; Overseas Boarder’s Deposit; Tuition Fees; Boarding Fees; Fees for extra tuition; other extras such as clothing and equipment, photographs and other items ordered by the Parents or the Pupil and charges arising in respect of educational visits, and damage where the Pupil alone or with others has caused willful loss or damage to School property or the property of any other person (fair wear and tear excluded) and late payment charges if incurred.
97. **Payment:** The Parents undertake to pay the Fees applicable in each term in respect of each School year directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, or where the School has agreed a monthly payment of Fees. Fees for each term are due and payable before the commencement of the School term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. For Overseas students, Fees are due for payment on a yearly basis.
98. **Payment of Fees by a Third Part:** An agreement with a third party (such as an employer, grandparent or step-parent without parental responsibility) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the School. The School reserves the right to refuse a payment from a third party.
99. **Refund / Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a Pupil is released home before or after public examinations or otherwise before the normal end of term; or if the School is temporarily closed due to adverse weather conditions or for any cause other than exceptionally and at the sole discretion of the Head in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out in Section G above) would apply if the Pupil is expelled or removed, i.e. asked to leave. See also Section J for information about the rules on events beyond the control of the parties.
100. **Exclusion for Non-Payment:** The right is reserved on 3 days’ written notice to exclude the Pupil while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil. A Pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion. (Then a term’s Fees in lieu of notice will be payable in accordance with the Provisions about Notice in Section H.)
101. **Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis which is a genuine pre-estimate of the cost to the School of a default. The Parents shall also be liable to pay all costs, fees and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees.
102. **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.
103. **Appropriation of Fees:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.
104. **Installment Arrangements:** An agreement by the School to accept payment of current and / or past and / or future Fees by installments is concessionary and will be subject to separate agreement/s between the Parents and the School. Where there are inconsistencies between these Terms and Conditions and those of any installment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the installment agreement or the invoice shall prevail.
105. **Pre-paid Fees or Fees in Advance Schemes** under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement. If Parents wish to make an advance payment, please contact the Finance Office for further details.
106. **Scholarships, Bursaries and Discounts:** Every scholarship, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil’s part and to the Parents treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer.
107. **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If less than a term’s notice is given of a Fee increase, notice of withdrawal given within 21 days after notice of the increase was received will not incur a term’s Fees in lieu of notice and the Deposit and Overseas

Boarder's Deposit will be refunded without interest less any sums owing to the School.

108. **Information about Fees:** The Parents consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.
109. **Money Laundering:** In some circumstances the School will need to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees. Due to Money Laundering rules, the School is also unable to accept payment of Fees in cash.

EVENTS BEYOND THE CONTROL OF THE PARTIES

110. **Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
111. **Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
112. **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 102 above shall notify the other of the steps to be taken to ensure performance of this Agreement.
113. **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 102 may terminate this agreement by providing at least three working days notice in writing to the other party.

GENERAL CONTRACTUAL MATTERS

114. **Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and Pupils, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.
115. **Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.
116. **Data Protection:** By signing the Acceptance / Enrolment Form or by agreeing to be bound by these Terms and Conditions, the Parents on behalf of themselves or on behalf of the Pupil, authorise the School to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the School. In accordance with the Regulation (EU) 2016/679 of the European Parliament and the Council on the protection of individuals with regards to the processing of personal data, both Parents and/or Guardians, and Pupils have the right to access the information that concerns them (article 15), amend if incorrect (article 16), eliminate (article 17), limit use of (article 18), portability (article 20).
117. **Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and procedures, the disciplinary framework, and the length of School terms. In addition, there may be the need to undertake a corporate re-organisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School. Fee levels will be reviewed each year and there will be reasonable increases from time to time.
118. **Consumer Protection:** Care has been taken to use plain language in these Terms and Conditions and to explain the reasons for any of the terms that may appear one-sided. If any words above or in combination, infringe the Ley General para la Defensa de los Consumidores y Usuarios in Spain or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
119. **Consultation:** It is not practicable to consult with parents and Pupils over every change that may take place. Whenever practicable, the School will use reasonable endeavors to ensure that parents will be consulted and where possible given at least a term's notice of a change of policy, change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care, or a change of ownership. For example, notice would be given to remove a subject from the curriculum.
120. **Representations:** Our prospectus and website describe the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the

time of publication, the prospectus and website are not part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus, website, or a statement made by a member of staff or a Pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering this agreement.

121. **Third Party Rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.
122. **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
123. **Jurisdiction: Spain** This contract was made at the School and is governed exclusively by the Spanish courts and Spanish law according to the Spanish Consumer Protection Law.

DATA PROTECTION INFORMATION NOTES

124. The School holds information about you and your child including exam results, parent and guardian contact details and financial information and details of medical conditions. This information is kept electronically on the School's information management system or manually in indexed filing systems.
125. These notes refer to the "processing" of information. "Processing" is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.
126. The School processes information about you and your child in order to safeguard and promote the welfare of your child, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which your child may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and /or the School processing financial information obtained from you or from third parties such as credit reference agencies.
127. The School may process different types of information about your child for the purposes set out above. That information may include:
- Medical records and information, including details of any illnesses, allergies or other medical condition suffered by your child.
 - Personal details such as home address, date of birth and next of kin.
 - Information concerning your child's performance at School, including discipline record, School reports and examination reports.
 - Financial information including information about the payment of fees at this School or any other School.
 - Where, in the professional opinion of the Head it is deemed necessary, we may share information with certain third parties. Consent will be sought for any disclosure of personal data and we will reveal the identity of the recipient and purpose of the disclosure.
128. If the School enters into a separate arrangement for the payment of fees, we may, in order to verify your identity and so that we can assess your application for credit, search the files of any licensed credit reference agency who will keep a record of that search and details about your application. This record will be seen by other organisations that make searches about you. Failure to supply information may result in a refusal of credit.