

Terms & Conditions

1 Who we are

- 1.1 We are Worthgate School Limited incorporated and registered in England and Wales with company number 06355641 whose registered office is Suites 6-7, Old Swiss, 149 Cherry Hinton Road, Cambridge CB1 7BX ("**Worthgate School**" or "**we/us/our**"). We provide a wide range of academic programmes for students in Canterbury.
- 1.2 You wish to study an academic programme with us, which will be provided through the school known as Worthgate School.
- 1.3 If you need to contact us in relation to these Terms and Conditions, you can do so by email: admissions@worthgateschool.com or registrar@worthgateschool.com, or by telephone to: +44 1227 866540.
- 1.4 Please read these conditions carefully. It is important that both Parent and Student read and understand all of these conditions as you confirm that you accept them when you sign the registration form included in our offer pack. The Terms and Conditions apply throughout a Student's stay with the School, regardless of changes made to a Student's course of study or accommodation, subject to the School giving reasonable notice of such changes wherever possible.

2 Definitions

- 2.1 In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.
- "**Acceptance Form**" – the 'Acceptance of Terms and Conditions Form' provided by the School in the Offer Pack for completion when accepting a place for the Student at the School.
 - "**Agent**" – the person or organisation that the Parent or Student has entered into a contract with directly (and separately) for the provision of services relating to educational services.
 - "**School**" – Worthgate School as detailed in the Student's offer letter and defined in clause 1.2, the terms "School" and "we/us/our" are used interchangeably in this document and shall refer to and mean the same party.
 - "**Offer Pack**" – the pack of information we send confirming our offer of a place at the School for the Student, which includes details of the School's fees and the Acceptance Form.
 - "**Parent**" – all natural parents, or any person who, although not a natural parent, has parental responsibility for a child or young person. The term Parent is deemed to include the role of 'Guardian' (a person who has been appointed by a judge to take care of a minor child personally and/or manage that person's affairs) and 'Carer' – someone who cares for a child under 18 years of age. The Parent is deemed to be the person responsible for the payment of fees.
- Where there is more than one Parent as Signatory, each Parent agrees that, prior to and during the Student's time at the School, we are entitled to assume that they have consulted with each other so far as decisions regarding the Student are concerned. Accordingly, each Parent accepts that we are entitled to treat:
- any instruction, authority, request or prohibition received from one Parent as having been given on behalf of all of them; and
 - any communication from us to one Parent as having been given to all of them.
- "**Student**" – the person who is studying at the School.
 - "**a term's notice**" means written notice given not later than the first day of the term before the term to which the notice relates. For example, a term's notice is required to withdraw the Student from the School, so this means that if you wish to withdraw the Student with effect from the start of the summer term (which is the term to which the notice relates) then a term's notice means you need to tell us in writing about the withdrawal, at the latest, on the first day of the spring term immediately before;
 - "**Terms and Conditions**" or "**Terms**" means these terms and conditions as may be amended from time to time.
 - "**we/us/our**" – Worthgate School as defined in clause 1.1

- 2.2 In these Terms and Conditions, we sometimes provide illustrative examples to try and provide a better understanding of what we are referring to. We do this by using the words “for example”, “includes” or “including”. When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

3 Application and enrolment

- 3.1 To apply to enrol at the School, an application form must be completed. If a suitable place is available, we will then send a full offer pack to complete (an “Offer Pack”), which contains further details about the selected course, confirms the deposit and registration fee required, and includes an Acceptance Form and registration forms to be signed by the Parent and Student. The Offer Pack constitutes our offer to provide the relevant course subject to meeting any conditions outlined.
- 3.2 To accept our offer and enter into a contract with us, the deposit and registration fee stated in the Offer Pack must be sent, along with Acceptance Form signed by both Student and Parent.
- 3.3 Upon receipt by us of your completed Acceptance Form and our receipt of the deposit and registration fee (as applicable), a contract will have been formed between you and us, and we will both be bound by these terms (a “Contract”). In cases where no deposit is payable then the Contract is entered into upon receipt by us of the registration fee only and the receipt by us of the completed Acceptance Form.

4 Payment of fees and expenses

- 4.1 Please see your offer pack or invoice for details of how and when to pay. The annual fees are divided into three equal parts and charged termly, regardless of the length of any term. Fees payable in respect of each term fall due for payment 2 weeks before the start of the relevant term.
- Unless set out in the invoice or notified to you at any time, the fees include the costs we incur in the usual course of educating your child.
- 4.2 All of the fees are exclusive of VAT and any other taxes except where specifically stated otherwise. Any additional taxes will be added (where applicable).
- 4.3 You may be required to reimburse us for any costs or expenses we incur on your behalf. If this happens, you must also reimburse us for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from HMRC in respect of that VAT.
- 4.4 If we at any time assesses (or HMRC at any time determines) that the fees payable for a supply of any of the services made by the School under this contract are subject to VAT, and that we have not already charged you VAT on the applicable fees for those services, we will promptly notify you and confirm the amount of VAT payable in respect of the relevant fees and you will pay an amount equal to that VAT within 14 days of us notifying you.
- 4.5 Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of the Student being required to study from home as a result of us providing educational services remotely for whatever reason. If the Student takes study leave at home before or during public examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of any periods spent at home.
- 4.6 Interest is charged at the rate of 3% per year on late payments. We reserve the right to suspend or cancel tuition and/ or accommodation, or to require advance payment for future terms, in cases of repeated failure to make payment by the due date. The Student may be prevented from attending lessons, and/or School references or other information may be withheld where fees remain unpaid in whole or in part.
- 4.7 A 3% charge will also be applied to any pre-agreed payment plan made with our Finance Team. You may also be subject to a credit check and required to pay via Standing Order.
- 4.8 We regret that we cannot extend credit to students. All additional expenses (trips, examination fees, books and materials, etc) must be paid for in advance. Please note that study materials are not routinely included in our fees. The initial deposit cannot be used by the Student to pay for expenses or cover shortfall in fees.

- 4.9 The deposit will be refunded only once all outstanding fees and expenses have been cleared. This process will take time, following the end of the Student's studies with the School, and we cannot refund deposits prior to its completion. A refund form will be sent to the Signatory which must be completed, signed, and returned to us before the refund is processed. The deposit will only be returned to the original fee payer by the same payment method. All refunds will be processed in line with applicable laws and legal restrictions.
- 4.10 The fees do not include any additional costs. Details of charges considered 'additional' are available on the fees page of the School website under 'Additional Costs'. By way of example, any extra-curricular activities (such as private music lessons, trips and visits) in which you agree in advance the Student may participate will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination fees shall be charged as additional costs. Additional charges incurred by the School in providing for the special educational needs of the Student, in agreement with Parents in advance, may also be charged as supplemental to the fees.
- 4.11 **Information on your identity and the source of funds:** From time to time, we may ask you to provide us with information, that we consider to be satisfactory, so that we can verify:
- your identity;
 - the Student's identity;
 - the Student's right to enter, live and study in the United Kingdom; and
 - the source of funds you are using to pay the fees.
- You must provide the School with the information we ask for.
- 4.12 **Allocation of payments to your fees account:** Except where expressly agreed with you otherwise, we shall be entitled to allocate payments from you to your account as we see fit.

5 Fee increases and other changes

- 5.1 A reasonable increase to fees is made annually for each new academic year. Fee increases will not apply if payment has already been made in full by the time the new prices are published. Notice of the new fees will be provided in time to allow withdrawal on a full term's notice.
- 5.2 The School website and prospectus describe the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for students (including by providing such education remotely (whilst students remain at home, for example, where the School is required to close its premises).
- 5.3 The School reserves the right to withdraw a programme or a single subject at any time, giving reasonable notice wherever possible, and either provide a suitable alternative or refund any unexpired part of the course.

6 Late arrival

- 6.1 Students are expected to make travel arrangements to ensure they can attend from the first day of term. UK Visas and Immigration service ("UKVI") restrict entry to the UK for late arrivals in certain circumstances. We ask any late arriving students to provide regular updates on their expected arrival date and we may have to defer a student's entry to a later term if a student does not arrive within one month of the course start date. In such cases the cancellation and withdrawal policies will apply. No fee reduction or refund will apply if the Student arrives after the course start date.

7 Cancellation (before starting studies)

- 7.1 Once we have accepted a student we have reserved him/her a place, and may have to turn other students away. In cases where a place is cancelled, written cancellation must therefore be given to the Principal via the Admissions Team (admissions@worthgateschool.com) and receipt will be acknowledged in writing. The following cancellation charges shall apply:
- More than 14 days before the first day of study - deposit and registration fee
 - Less than 14 days before the first day of study – deposit and registration fee, plus one full term's applicable tuition and accommodation fees

- 7.2 A summary of refund criteria is available at <https://worthgateschool.com/policies/refund-policy>. Any refund due will only be returned to the original fee payer by the original payment method. All refunds will be processed in line with applicable laws and legal restrictions.
- 7.3 When a student defers the start date of their studies and then subsequently cancels this will be considered as less than 14 days' notice. Note that we will use the original date for the beginning of their studies when calculating the fees due.
- 7.4 If cancellation is due to visa refusal through no fault of your own, in normal circumstances the School will refund all fees paid excluding the registration fee. Full written details including evidence of refusal will be required.
- 7.5 Under UK consumer law you have the right to change your mind within 14 days of your original enrolment (the "cooling off period"), starting from the date on which your deposit to reserve your place is received by us. In this event, all fees will be returned to you. You must make a statement of cancellation to us in writing, either to admissions@worthgateschool.com, or using the cancellation form available at <https://worthgateschool.com/policies/cancellations>.

8 Withdrawal (after starting studies)

- 8.1 Once a student has commenced his/her studies, one full term's notice is required for any withdrawal. A summary of refund criteria is available at <https://worthgateschool.com/policies/refund-policy>. Withdrawal from part of a term is not possible. If you do not provide us with this notice, we will charge both the current term's fee and one term's fees in lieu of notice. This clause applies to withdrawals from tuition and/or accommodation provided by the School.
- 8.2 If the Student wishes to change the accommodation at the School from a boarding to a day place (living in independent accommodation) or change the accommodation type (for example, from shared to single, or catered to self-catered) you must either give a term's notice or pay us the difference between the fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.
- 8.3 Any refund due will only be returned to the original fee payer by the original payment method and to the original bank account from where the payment was made. All refunds will be processed in line with applicable laws and legal restrictions.
- 8.4 If a student wishes to change his/her course of study, after starting their studies, the same notice provisions apply to any change in fees. Please note that a change of course may require a new visa application and an additional cost will therefore be incurred.
- 8.5 Any Student or Child Student holders withdrawing will be reported to the UKVI and will be required to provide documentary evidence of their return to their home country (e.g. visa stamp) or of their sponsorship by a new school.
- 8.6 We are unable to refund fees when the Student is absent due to illness or injury or other emergency or change in personal circumstances. The Parent or Student (if over 18) is therefore required to arrange adequate fee insurance to provide cover for the refund of fees in such cases. Please contact admissions@worthgateschool.com if you would like details of insurance cover.

9 Students requiring a visa to study in the UK

- 9.1 All students will need to demonstrate that they have a valid immigration status to undertake their studies. If students cannot demonstrate that they have the right to enter, live and study in the United Kingdom, we may cancel the contract on written notice and withdraw the Student. The withdrawal will be subject to fees in lieu of notice as set out above. We will not be responsible for any related or ancillary costs or losses incurred. No reduction of fees will apply to any time missed due to the Student ensuring they have a valid immigration status and the right to enter, live and study in the United Kingdom.
- 9.2 It is the students' responsibility to ensure that they comply with the terms of their visa at all times whilst enrolled with and/or studying at the School. If students hold a non- Student Route visa that permits study, they are responsible for ensuring that they maintain their visa status throughout their studies, and maintain their right to enter, live and study in the United Kingdom. Such students are required to inform us immediately of any changes to their immigration status.

- 9.3 The School is required to withdraw sponsorship of Student visas for a number of reasons, including:
- failure to enrol or re-enrol on the course;
 - failure to meet the minimum attendance requirements (including missing 10 expected contact points);
 - the enrolment being terminated, or the Student withdrawing, being excluded or deferring their studies; and
 - students successfully completing the course in a shorter period than originally planned.
- 9.4 As a part of any withdrawal process students must provide documentary evidence of their return to their home country (e.g. visa stamp or boarding pass) or of their new school or education institution (e.g. a new visa). If the Student's visa is revoked, we will be entitled to cancel this contract and withdraw the Student with immediate effect. The withdrawal will be subject to fees in lieu of notice as set out in [clause 8](#). Support may be provided at our discretion in cases of UKVI error.

10 Academic performance

- 10.1 Students are expected to attend lessons, complete their work, and attain reasonable performance targets. English for Academic purposes will normally form part of a students' studies until such point as they reach IELTS 7.5 in all areas.
- 10.2 If, in the reasonable opinion of the Principal a student has not satisfactorily attended lessons, or has failed to attain reasonable performance targets, the School may not enter the student for public or internally accredited examinations or allow the student to continue with their studies. In the event of a student being withdrawn in these circumstances, no refund will be made of fees due (whether paid or payable), and fees in lieu of notice will be charged in accordance with [Clause 8](#) above.
- 10.3 Students who do not meet the Schools' minimum academic attainment criteria after the first year of study will not be permitted to proceed with their original course but will be offered an alternative course or instructed to withdraw from the School. The School will provide notification in advance of a requirement to change course in order to allow withdrawal without incurring fees in lieu of notice. Providing the Student is withdrawn by the end of the Summer Term, no fees will be charged for the following year in these circumstances.
- 10.4 The School will support all relevant students in their applications through UCAS to university. It is the duty of the student to ensure all supporting qualifications are accurately communicated and are fully supported by valid, original documents that can be corroborated by both the School and the relevant university admissions department, if required. All students are strongly advised to apply to universities through the School and to discuss all such actions thoroughly with their advisor. If a student applies directly to UCAS, other than through the School, staff will do what they can to assist but, if in the view of the Principal, it is not in the best interest of the student or the School to support an independent application, including one made through an agent, the School will not support it. We accept no liability for applications supported by other parties or using fraudulent documents.
- 10.5 Scholarship recipients (academic and/or non-academic) and those who are awarded fellowship grants, must maintain good academic and personal standing during their course to remain eligible for the award. Students found guilty of academic and/or personal misconduct during their course may have their scholarship withdrawn.

11 Trips, visits and medical care

- 11.1 The Parent and Student confirm consent to participation in all School trips and activities on or off School premises, and agree to the provision of first aid or urgent medical treatment as necessary. Parents and Students agree that the School may administer any non-prescription medication or first aid as is deemed appropriate and to seek medical, dental or optical treatment when required. It is important that the School is made aware of any welfare, medical conditions, mental health issues or disabilities as soon as possible so that the Student can be cared for appropriately. It is therefore a condition of the Student joining and remaining at the School that a medical questionnaire in respect of the Student is completed and submitted during the application process. This includes the requirement to provide a full vaccination history. Parents and Students also agree to notify the School of special dietary needs, allergies or other medical conditions where special arrangements have to be made. The School must be notified of any changes to health, medical or other relevant information related to the student as soon as they occur.

- 11.2** If a student arrives at School with an undeclared pre-existing condition, we reserve the right to terminate this contract and withdraw the student. By exception and where possible, we may suggest the Student attends appropriate private medical or psychological assessment and/or treatment, prior to a decision to ask the Student to leave the School and/or as a precondition of the student remaining at the School. Refusal to attend appropriate assessments and/or treatment will lead to an enforced withdrawal as outlined in [clause 12.6](#). The cost for any such assessment and/or treatment will be met by the Parent. A withdrawal will be subject to fees in lieu of notice as set out in [clause 8](#) above. We will not be responsible for any related or ancillary costs or losses incurred. Additionally, where the School finds the Student requires, or the Student or Parent requests, additional support in the classroom, in addition to any reasonable adjustments, a charge would normally be made to cover these costs.
- 11.3** Parents should be aware that charges for UK National Health Service (“NHS”) treatment may apply, particularly in the case of Visitor Visa holders. The School expects all eligible students to register with a local General Practitioner (GP) as part of the induction process. Parents are required to obtain adequate insurance prior to travel for all medical care. The cost to see a private doctor or dentist, for routine or emergency treatment, can vary and can be requested via the School’s medical centre. The Student will need to pay for these costs directly. Cancellation or withdrawal for medical reasons is subject to the notice periods described above.
- 11.4** If the School so requires due to a health risk either presented by the Student to others or presented to the Student by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep the Student at home, or for the Student to remain in boarding, until such time as the health risk has passed. Where it is considered appropriate, we will try to continue providing education to the Student remotely during such period (including, for example, by sending the Student work assignments electronically or by post).
- 11.5** Cancellation or withdrawal for medical reasons is subject to the notice periods described in [Clause 8](#) above. We strongly advise taking out insurance that covers cancellation for protection in these circumstances.

12 Disciplinary matters, exclusion and enforced withdrawals

- 12.1** We operate a multi stage discipline system and will ensure Parents are made aware if a Student’s conduct in the School is a concern, as we believe that the inclusion of Parents is the best route to address and improve Student behavioural issues. The Student must abide by the School’s rules as set out in the Student Handbook, Student Behaviour Policy (located on the School website at <https://worthgateschool.com/policies>) and the House Rules (available in the residences) or as may be published or announced from time to time.
- 12.2** The School reserves the right to exclude the Student for:
- serious or persistent disciplinary or behavioural matters or if, in the reasonable judgement of the Principal, this is in the best interests of the Student, their peers, staff or the School;
 - incidents of gross misconduct as detailed in the student handbook, including use, or threats of use of violence, drug or alcohol related offences, bullying or harassment, cheating and deception or any serious breach of UK law or School rules;
 - persistent failure to attend lessons;
 - failing to meet required academic standards;
 - the Student or Parent misleading the School as to the Student’s qualifications, medical or psychological history, learning difficulties, prior UK visa history or suitability for entry. It is therefore essential that all details or other information notified or otherwise disclosed to the School about the Student are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld; or
 - failure to pay fees after receiving a final warning in writing.
- 12.3** If exclusion is necessary, arrangements must be made for the Student to leave the School at the earliest possible opportunity, and any Student or Child Student visa- holding Student will be required to confirm their safe arrival to their home country for onwards evidence to UKVI. The School will be required to notify the relevant authorities if Students do not leave when requested to. Any visa sponsorship will be withdrawn and UKVI will curtail the visa. Any relevant expenses incurred by the School to return the Student and their personal property shall become payable by the Parent. In the event of a Student’s temporary or permanent exclusion from the School, no refund will be made of fees due (whether paid or payable) and fees in lieu of notice will be charged in accordance with [clause 8](#) above.
- 12.4** We may carry out random drug and alcohol testing in accordance with the School’s Misuse of Non- Prescribed Drugs Policy as found on <https://worthgateschool.com/policies>.

- 12.5 Appeals can be made against permanent exclusion. Please see the School Student Behaviour Policy for information regarding the appeals process.
- 12.6 Instead of exclusion or suspension, the Head may at his or her discretion require you to remove the Student from the School if the Principal considers that:
- the behaviour or conduct of any parent, agent or approved host is unreasonable; and/or adversely affects (or is likely to adversely affect) the Student and/or other student's progress at the School, and/or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute (among the School community or the general public);
 - the Student's attendance and/or progress at the School is unsatisfactory and/or in the reasonable opinion of the Principal, the removal is in the School's best interests and/or those of the Student and/or other students;
 - the Student's conduct or behaviour (including conduct or behaviour outside School), is unsatisfactory and/or the required removal is in the School's best interests and/or those of the Student and/or of other students;
 - the School is unable to meet the Student's needs, including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by the Student. If the school determines that an Educational Psychologist Assessment is necessary for us to determine if and how we can best support a student, then the assessment is mandatory and the cost of it must be covered by the Parent.
- 12.7 The School reserves the right to insist that a student temporarily or permanently moves out of boarding if the School deems it in the best interest of the student and/or other students and therefore Parents must have adequate contingency plans in place for such an event.
- 12.8 In the event of a student's enforced withdrawal from the School, no refund will be made of fees due (whether paid or payable) and fees in lieu of notice will be charged in accordance with [clause 8](#) above.

13 Accommodation

- 13.1 We make every effort to confirm accommodation room type upon receipt of deposit. Where a student's preferred room type is not available at time of booking (this is often the case from late summer onwards), their offer pack will detail the closest suitable alternative. A student may opt to be waitlisted for their preference upon their arrival, however this will be subject to availability.
- 13.2 Once a student has taken up their accommodation, one full term's notice is required for any withdrawal. The relevant details are given in [clause 8](#) above.
- 13.3 Any Student under the age of 21 is expected to live in School accommodation unless either living with a Parent or a Guardian at least 25 years old (subject to Principal's approval), within reasonable travelling distance of the School and in accommodation deemed suitable by the School. Any other exceptional arrangements are subject to the approval of the Principal. Should a student move out of School accommodation without prior approval from the Principal, accommodation fees will be charged for the remainder of the full academic year.
- 13.4 The Student may at any time be asked to change accommodation for disciplinary reasons. Any additional fee shall become immediately payable.
- 13.5 Students in our accommodation are not charged during half term - although most students return home. Students under 18 remaining in School during holidays may be required to attend additional activity and/or taught sessions during the day. Students under 16 remaining in accommodation during holiday periods will be required to undertake additional sessions during both half term or holiday times and additional charges will apply. Details of holiday accommodation charges are available on our website under 'Additional Costs'.

14 Damages to property, and fines

- 14.1 The Parent and Student are liable for the cost of any breakages, loss or damage caused by the Student to either the School premises or accommodation provided by the School. Breakages, loss or damage in shared areas are considered the joint responsibility of the students in occupation, and will be recovered as such, unless an individual Student admits personal responsibility (or we believe it is a particular individual on the balance of probabilities).

- 14.2 The School may impose a reasonable penalty or fine for other forms of misconduct such as contravening health & safety regulations such as smoking bans, or breaking School policies. The School does not accept responsibility or liability for the Student's personal property, and the Student is strongly advised not to bring high value items or any large volumes of money and to take out personal insurance to cover any loss or damage to personal property which may occur while the Student is at the School.

15 Publicity and scholarships

- 15.1 Scholarship recipients are expected to become Ambassadors for their School. Student Ambassador responsibilities may include a variety of forms of supporting the School's activity to engage with new students, either online, in print or in person. They may also include supporting new students joining the School from their home country.

16 Data protection

- 16.1 We are registered as a data controller with the UK Information Commissioner's Office and we will procure that the School will, at all time comply with the applicable data protection legislation including the UK GDPR and Data Protection Act 2018.
- 16.2 We/the School will process personal data:
- as set out in the CGS Privacy Notice which is available on the School's website or at <https://catsglobalschools.com/info/privacy-notice> and <https://catsglobalschools.com/info/student-privacy-notice> (and as it may be amended from time to time);
 - in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
 - to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.
- 16.3 If information we hold or circumstances relating to the Student or Parent changes during the period of the Contract, the School must be updated immediately. This includes contact information, medical information and immigration information.

17 Complaints

- 17.1 If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be raised in accordance with the Complaints policy, available on the School website at <https://worthgateschool.com/policies>.

18 Liability & Jurisdiction

- 18.1 While the Student remains at the School, we and the School will ensure that the School will exercise reasonable skill and care in respect of his/her education and welfare. This obligation will apply during the teaching day or when the Student is otherwise under the School's supervision.
- 18.2 We cannot accept any responsibility for the welfare of the Student while off the School's premises unless he or she is taking part in a School activity or otherwise under the supervision of a member of School staff.
- 18.3 We shall not exclude or limit our liability to you where it would not be lawful to do so. This includes any liability for death or personal injury suffered by any Student caused by our negligence, fraud, or breach of your consumer rights.
- 18.4 This Contract is governed by and shall be interpreted in accordance with English Law and parties herein submit to the exclusive jurisdiction of English Courts.

19 Transfer of this contract

19.1 We may make changes to the School (including changes to the legal entity that owns and runs the School) or we may amalgamate the School with another legal entity. In order to do this, we may transfer the undertaking of the School to another person or organisation. We will provide notification if we plan to do this and we will ensure that the transfer will not affect existing rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

19.2 The Student and Parent may not transfer their rights or obligations under this contract to anyone else.

20 Events outside the School's, or the Student's, control

20.1 An event outside of our or the Student's control is any event beyond either the Student's reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this [clause 20](#) we shall refer to these as an "event".

20.2 If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances, the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely). If the School is prevented from performing all of its obligations as a result of an event for a continuous period of more than six (6) months, the School shall provide notification of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

20.3 Subject to [clause 8](#), if the Student is unable to attend (or is likely not to be able to attend) the School, in person or remotely, due to reasons caused by an event the School shall be notified in writing of such circumstances and the following provisions shall apply:

- in consultation and cooperation with the School, the Student and the Parent shall do everything he or she reasonably can to minimise the impact of the event in order to continue to perform their obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
- in circumstances where, following the efforts made and steps taken, the Student remains unable to participate and benefit from any level of provision of education by the School then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event;
- and if the event continues to prevent the Student from attending the School (whether in person or remotely) or being able to participate and benefit from any level of provision of education by the School for more than six (6) months we shall discuss a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

21 Changes to these Terms and Conditions

21.1 We may change or add to these Terms and Conditions from time to time for legal or other substantive reasons or in order to assist the proper delivery of education at the School. We will provide reasonable notice of any such modifications before the changes are to take effect.