



## **Gesher Primary School - Terms and Conditions**

### **1 Introduction**

1.1 Terms and conditions: These terms and conditions apply to private placements in relation to which the Fees are paid wholly by the Parents and reflect the custom and practice of independent schools for many generations and together with:

- 1.1.1 the letter of offer;
- 1.1.2 the offer of an Assessment Place if applicable;
- 1.1.3 the Acceptance Form;
- 1.1.4 the Fees Schedule;
- 1.1.5 any invoice issued by the School to the Parents

they form the basis of a legally binding contract between the Parents and the School for the provision of educational services. These terms and conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of Gesher Primary School.

1.2 **Variations:** These terms and conditions, and the Fees Schedule are subject to change from time to time.

1.3 **Prospectus and website:** The School's prospectus and website are not contractual documents. Please see clause 11.6 for further information. The School website contains a number of policies and procedures which can be viewed by parents. Printed copies are available from the School on written request.

1.4 **Fees and notice:** The rules concerning fees and notice are of particular importance and are set out in clause 4 and clause 9.

1.5 **Managing change:** Gesher Primary School, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. Please see clause 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

### **2 Terminology**

2.1 **The School or We or Us:** Gesher Primary School

2.2 **The Principals:** means the Trustees of The Gesher Trust who are appointed from time to time under the terms of its Memorandum and Articles of Association and who are responsible for governance of the School.

2.3 **The Head:** means the Head of the School who is responsible for the day-to-day running of the School, including anyone to whom any duties of the Head or of the Principals have been delegated.

2.4 **The Parents or You:** means any person who has signed the Acceptance Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, a Local Authority ) will be subject to a separate agreement between the School, the Parents and the third party. Please also see clause 4.3 and clause 11.7.

2.5 **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 a 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 best interests and welfare of the child.

2.6 **The Pupil:** means the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with British custom.

### **3 Admission and entry to the School**

3.1 **Registration and admission:** Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements, as set out in the Schools Admission Policy, at the relevant time. Admission occurs when the Parents accept the offer of a place. Entry occurs on the date when the Pupil attends the School for the first time under these terms and conditions.

3.2 **Equality:** The School has a Jewish ethos and aims to adopt a positive approach to a multi-lingual and multi-cultural society, seeking at all times to promote image regardless of race, class, faith, ability, needs, age or gender. No member of this school should suffer or be disadvantaged by direct or indirect racial discrimination. The school strives to ensure that the culture and ethos of the school is one in which everyone is equally valued.

### **4 Fees**

4.1 **Fee or Fees:** may include alone or in combination any of the, tuition fees, fees for extra tuition, other extras such as additional therapy, clothing and equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, or damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred.

4.2 **Payment of Fees by Parents:** The Parents jointly and severally agree to pay the Fees applicable to each Term in 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, Fees for each Term are due and payable as cleared funds in advance before the commencement of the School term to which they relate. If one or more items on the fees invoice is under query the full amount of the invoice must be paid and a credit will subsequently be given in the event that the query is upheld. Cheques and other instruments delivered will be presented immediately and will not be considered as payment until cleared.

**4.3 Payment of Fees by a third party:** Payment of Fees or any other sum due to the School by a third party (such as a grandparent or step-parent without parental responsibility) 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 one of the Principals. The School reserves the right to refuse a payment from a third party.

**4.4 Indemnity:** If the School is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.

**4.5 Refund or waiver:** Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund Fees will not be refunded or waived if:

4.5.1 the Pupil is absent through illness; or

4.5.2 a Term is shortened or a vacation extended; or

4.5.3 the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or

4.5.4 the School is temporarily closed due to adverse weather conditions; or

4.5.5 for any reason other than exceptionally and at the sole discretion of one of the Principals in a case of genuine hardship.

See also clause 10 for information about events beyond the control of the parties.

**4.6 Exclusion for non-payment:** The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment. If the Pupil is excluded for a period of 28 days, he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of notice will be payable in accordance with clause 9. Exclusion in these circumstances is not a disciplinary matter and the right to a Review will not normally arise. The School may withhold any information, character references or property while Fees remain overdue 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.

**4.7 Late payment:** 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 represents a genuine pre-estimate of the cost to the School of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim.

**4.8 Appropriation:** The School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the School to the unpaid account of any other child of those Parents. Where a payment made under an insurance policy in respect of a refund of Fees is received by the School and there are unpaid Fees on the Parents' account, that payment may be appropriated by the School to the unpaid account.

**4.9 Fees in advance:** An arrangement 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.

**4.10 Fees increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase they may give to the School written notice

of withdrawal of the Pupil within 21 days of notice of the increase and will not be liable to pay Fees in Lieu of Notice and will be refunded without interest less any sums owing to the School.

**4.11 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.

**4.12 Anti-money laundering:** From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport.

## **5 Educational matters**

**5.1 Provision of education:** The School 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. The School cannot guarantee that the Pupil will achieve his / her desired results or that results will be sufficient to gain entry to other educational establishments.

**5.2 Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement 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 and may take into account management of friendship groups. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.

**5.3 Progress reports:** The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of full written reports (appropriate to the age of the pupil) and Parents' Evenings.

**5.4 Sex education:** The Pupil will receive health and life skills education appropriate to his / her age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.

**5.5 Unidentified Learning difficulties:** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty not previously identified in prior assessments. Parents shall ensure that all written reports and other documents concerning the Pupil's special educational needs are supplied to the School before admission of the Pupil and failure to do so may result in loss of the Pupil's placement at the School

**5.6 Screening for learning difficulties:** The screening tests available to schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Pupil may have any additional learning difficulty. In such circumstances a further formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.

**5.7 Information about learning difficulties:** Parents must provide the School with copies of all written reports and other relevant information in relation to the Pupil. The Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional learning support / additional teaching.

**5.8 Moving up the School:** It is assumed that if the Pupil satisfies the relevant criteria ( including the additional criteria in respect of Pupils awarded an assessment placement) at the time he / she will progress through the School and will ultimately complete Year 6.

**5.9 Pupil's work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil.

## **6 Pastoral care**

**6.1 The School's commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.

**6.2 Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil or any educational 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 found on its website and copies can be supplied on request. See also clause 8.18.

**6.3 Pupil's rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with both natural or adoptive parents. If a conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.

**6.4 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 see clause 7.

**6.5 Ethos:** The ethos of the School is to foster good relationships between pupils 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 the Parents and we expect the same of the Pupil and the Parents in relation to the School or its staff. The Parents agree to support the legitimate aims and ethos of the School.

**6.6 Physical contact:** The Parents consent to such physical contact with the Pupil:

6.6.1 as may accord with good practice; or

6.6.2 as may be appropriate and proper for teaching and instruction; or

6.6.3 for providing comfort to the Pupil in distress; or

6.6.4 to maintain safety and good order; or

6.6.5 in connection with the Pupil's health and welfare.

**6.7 Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:

6.7.1 any known medical condition, health problem or allergy affecting the Pupil;

6.7.2 any history of a learning difficulty on the part of the Pupil

6.7.3 any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;

6.7.4 any family circumstances or court order which might affect the Pupil's welfare or happiness;

6.7.5 any concerns about the Pupil's safety;

6.7.6 any change in the financial circumstances of the Parents

**6.8 Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's use of:

6.8.1 e-mail;

6.8.2 the internet; and

6.8.3 mobile electronic devices.

See also the School's Acceptable Internet Use Policy and the E Safety Policy

**6.9 Special precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or any other member of the School community.

**6.12 Communications with parents:** Unless otherwise notified, communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents and, unless otherwise notified, any communication from the School to any such person shall be deemed as having been made to each of them. This requirement does not apply to the giving of notice for the cancellation of a place or the withdrawal of the Pupil from the School. Those persons who are required to consent to or to give notice of cancellation or withdrawal are set out in clause 9.2.

**6.13 Absence of parents:** When both Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer, the Head must be told in writing the name, address and telephone number for 24 hour contact with the adult who will have the care of the Pupil.

**6.15 Photographs or images:** By signing the Acceptance Form or agreeing to these terms and conditions, the Parents consent, as far as is required under data protection law, to the School obtaining and using photographs or images of the Pupil for:

6.15.1 use in the School's promotional material such as the prospectus, the website or social media;

6.15.2 press and media purposes;

6.15.3 educational purposes as part of the curriculum or extra-curricular activities.

We would not disclose the home address of the Pupil without the Parents' consent.

**6.16 Request for confidentiality:** The Parents may ask us to keep information about the Pupil confidential. For example, You may ask us to not use photographs of the Pupil in promotional material or ask us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be kept confidential they must immediately contact the Head in writing, requesting an acknowledgment of their letter.

**6.17 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.

**6.18 Pupil's personal property:** The Pupil is responsible for the security and safe use of all his / her personal property including money, mobile phones, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to them by the School.

**6.19 Insurance:** The Parents are 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.

**6.20 School's 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 the Parents or for loss or damage to property.

## **7 Health and medical matters**

**7.1 Medical declaration:** The Parents will be asked to complete a Medical Form concerning the Pupil's health and must inform the Head 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 anyone with an infectious or contagious disease.

**7.2 Medical care:** The Parents must comply with the School's recommendations which may include a reasonable decision to release the Pupil home or to his / her parent or duly authorised carer when he / she is unwell.

**7.3 Pupil's health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it necessary as a matter of professional judgement in the interests of the Pupil and / or the School community.

## **8 Behaviour and discipline**

**8.1 School regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Principals 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.

**8.2 Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual and will comply with the School Rules about the wearing of uniform and general appearance.

**8.4 School discipline:** The Parents 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 the Pupil and the School community as a whole. The School's Behaviour policy

which is current at the time applies to all pupils when they are on School premises, or in the care of the School.

**8.6 Procedural fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Pupil shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of the Parents or the Pupil's duly authorised carer, the Pupil will be assisted by an adult (usually a teacher) of his / her choice

**8.7 Divulging information:** Except as required by law, the School and its staff shall not be required to divulge to the 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 or Principal has acquired during an investigation.

**8.9 Sanctions:** The School's current policies on sanctions ( such as the Behaviour Policy) are available to the Parents via the school website or on request before they accept the offer of a place. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity.

**8.10 Definitions of sanctions:** The definitions in this clause apply in these terms and conditions.

**Expulsion:** means that the Pupil is required to leave the School permanently in circumstances described in clause 8.11.

**Removal:** means that the permanent removal of the Pupil from the School is required in circumstances described in clause 8.13.

**Suspension:** means that the Pupil is sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or pending a Review.

**Withdrawal:** has the meaning set out in clause 9.7.

**8.11 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 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. See clause 8.16 and clause 8.17.

**8.12 Fees following expulsion:** If the Pupil is expelled, there will be no refund of Fees for the current or past terms and all arrears of Fees and any other sums due to the School will be payable.

**8.13 Removal in other circumstances:** The Parents may be required to remove the Pupil permanently from the School if, after consultation with the Parents and if appropriate the Pupil, the Head is of the opinion that:

8.13.1 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

8.13.2 if the Parents have treated the School or members of its staff unreasonably; then in these circumstances, and at the sole discretion of the Head, withdrawal of the Pupil by the Parents may be permitted 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 the Parents as well as those of the School. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 8.16 and clause 8.17.

8.14 **Fees following removal:** If the Pupil is removed or withdrawn in the circumstances described in clause 8.13, the provisions relating to Fees shall be as set out in clause 8.12

8.15 **Leaving status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after expulsion or removal or withdrawal.

8.16 **Review:** The Parents may request a Review of a decision to expel or require the removal of the Pupil from the School. The request shall be made as soon as possible and in any event within seven days of the Head's decision being notified to the Parents.

8.17 **Review procedure:** The Head will advise the Parents of the procedure (current at that time) under which a Review shall be conducted by the Chair of Governors whose decision shall be final. If the Parents request a Review, the Pupil will be suspended from School until the Review procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head. A Review will be conducted under fair procedures in accordance with the requirements of natural justice.

8.18 **Complaints procedures:** A complaint about any matter of School policy or administration not involving an Expulsion or Removal of the Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on the School's website or on written request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

## 9 Provisions about notice

See also 5.8 "Moving up the School"

9.1 **Term:** means the period between and including the first and last days of the relevant School term.

9.2 **Notice:** means (unless the contrary is stated in these terms and conditions) a term's written notice given by:

9.2.1 both Parents; or

9.2.2 one of the Parents with the prior written consent of the other Parent; and

9.2.3 any other person with Parental Responsibility

before the first day of term addressed to and received by the Head personally or signed for by the School's Office Manager on the Head's behalf. It is expected that the Parents will consult with the Head before giving Notice to withdraw the Pupil.

9.3 **A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if:

9.3.1 the Parents wish to cancel a place after acceptance; or

9.3.2 the Parents wish to withdraw the Pupil who has entered the School;

9.4 **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 3.1 for details of when entry to the School occurs.

**9.5 Cancelling acceptance:** 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 one year nonetheless the School agrees to limit the liability of the Parents to

9.5.1 one Term's Fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of any other award or concession), payable as a debt if less than a Term's Written Notice of cancellation has been given; or

**9.6 Withdrawal:** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice required under these terms and conditions at any time after the Pupil has entered the School. Please see clause 3.1 for details of when Entry to the School occurs. Please see also clause 4.6 and clause 9.7

**9.7 Withdrawal by the Parents:** If the Pupil is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 4.6, Fees in lieu of notice will be due and payable as a debt immediately unless the place is filled immediately and without loss to the School.

**9.8 Prior consultation:** It is expected that the Parents, or duly authorised carer, will consult personally with the Head or with the Head's authorised deputy before Notice of Withdrawal is given by the Parents.

**9.9 Discontinuing extra tuition:** A Term's Written Notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.

**9.10 Termination by the School:** The School may terminate this agreement on one Term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding).

## **10 Events beyond the control of the parties**

**10.1 Force Majeure:** An event beyond the reasonable control of the School or the Parents is 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.

**10.2 Notification:** If either the School or the Parents are prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, it shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

**10.3 Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

**10.4 Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 10.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

## 11 General contractual matters

11.1 **Data protection:** By signing the Acceptance Form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and so far as they are able on behalf of the Pupil consent under data protection law to the processing by the School of personal information including:

11.1.1 financial information relating to the Parents;

11.1.3 personal information (including where relevant sensitive personal information) relating to the Parents and / or the Pupil as is deemed necessary for the legitimate purposes of the School. See also the School's data protection notes as set out in Schedule 2.

11.3 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this agreement. 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 reorganisation 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.

11.4 **Consumer protection:** Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words alone or in combination infringe the Unfair Terms in Consumer Contracts Regulations 1999 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.

11.5 **Consultation:** It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and where possible given at least a Term's notice in writing of:

11.5.1 a change of ethos or culture; or

11.5.2 a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or

11.5.3 a change of ownership of the School.

11.6 **Representations:** The School's prospectus and website describe the broad principles on which the School is operated and gives an indication of its 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. If the Parents wish to place specific reliance on a matter contained in the prospectus, website, or on a statement made by a member of staff or a pupil they should seek written confirmation of that matter from the Head.

11.7 **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 this contract and shall not have any rights to enforce any term of it.

11.8 **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.

11.9 **Jurisdiction:** This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

The Gesher Trust is a Company Limited by Guarantee Registered in England under Company Number 9223197  
Registered Office: 228 Walm Lane London NW2 3BS

### **Schedule 1 Summary of clauses containing financial consequences**

Event	Clause
Offer of a place and	3.3
Refund or waiver	4.5
Exclusion for non-payment	4.6
Late payment	4.7
Fees following expulsion	8.12
Fees following removal	8.14

### **Schedule 2 Data Protection information notes**

1. The School holds information about you and the Pupil including but not limited to Pupil test results, Parent contact details and financial information, and details of medical conditions. This information is kept electronically on the School's information management system and/or manually in secure indexed filing systems.

2. These notes refer to the controlling and processing of information.

3 The School processes information about you and the Pupil 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

4 The School may process different types of information about the Pupil for the purposes set out above. That information may include (but is not limited to):

4.1 medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your child;

4.2 personal details such as home address, date of birth and next of kin;

4.3 information concerning the Pupil's performance at School, including discipline record, School reports and test reports;

4.4 financial information including information about the payment of fees at this School or any other school.

5 We may also, where it is deemed necessary by the school and only if we have a legal or other basis for doing so as defined by the General Data Protection Regulation (GDPR), share information with certain other third parties..

