

# Annual Contract

Welcome to King's InterHigh

## SUMMARY

We are very happy to have your child as a pupil at King's InterHigh. To maintain the high standard of education you and your child deserve, we have a simple set of terms and conditions set out in this document (the "Terms") that, together with King's InterHigh policies referred to in these Terms ("Policies") form the agreement between you and King's InterHigh (the "Agreement") for your child's attendance at King's InterHigh. King's InterHigh will provide copies of all relevant Policies to you before you accept these Terms. If these Terms conflict with the Policies, the Policies will take precedence. Please read these Terms and the Policies carefully before accepting your child's place to ensure that you and your child are happy with them. You can accept your child's place by electronically signing the Agreement provided to you.

This is a summary of the key points in the Terms. It does not replace them, so you will still need to read them carefully:

### Services:

#### Cooling off period:

You may terminate this Agreement within 14 days of the Start Date and receive a refund of any sums you have paid to King's InterHigh by sending an email to [contact@Kingsinterhigh.co.uk](mailto:contact@Kingsinterhigh.co.uk)

You will lose this right to cancel if you or the pupil access the Website and use the Services.

King's InterHigh cannot guarantee desired examination results or that taking certain courses will always enable the pupil to continue to a specific course or qualification. You and your child must research which courses and qualifications are best suited to their future aims. If your child wishes to take examinations, you must register them with an examination centre and pay any fee to them directly.

#### Minimum Term:

You are committed to payment of the fees to King's InterHigh for each academic year. The Agreement will automatically renew for another academic year if you do not cancel it in accordance with these Terms, but King's InterHigh will give you notice before the deadline for cancellation.

#### Policies

You and the pupil must comply with the Policies. If you and/or the pupil do/does not comply then King's InterHigh may terminate the Agreement. If King's InterHigh makes any changes to the Policies, it will notify you in writing at least 30 days in advance. If you do not wish to accept the changes to the Policies because you think they will have a negative impact on you or the pupil, you may choose to end this Agreement by emailing [contact@Kingsinterhigh.co.uk](mailto:contact@Kingsinterhigh.co.uk) before the changes take effect without penalty. Any prepaid fees will be refunded by King's InterHigh within 30 days of receipt of your withdrawal email.

## **INTRODUCTION**

This Agreement is legally binding on both Reddam House (Berkshire) Limited, a company registered in England and Wales with company number 09093739 whose registered office is at Reddam House, Bearwood, Wokingham, Berkshire, RG41 5BG (“King’s InterHigh”) and the person named on this agreement (“you”) as the parent, carer or guardian of the child who will take up the place at King’s InterHigh named on the registration form (the “pupil”). Where these terms talk about a notice or document being in writing this includes email.

You promise that any information that you provide to King’s InterHigh will be accurate to the best of your knowledge.

### **Description of Services**

King’s InterHigh will provide online schooling, using reasonable care and skill, via the King’s InterHigh website at [www.KingsInterHigh.co.uk](http://www.KingsInterHigh.co.uk) (the “Website”) in the form of courses covering the curriculum leading to a formal examination and qualification in certain subjects and courses in some subjects which do not lead to a qualification (“Courses”) consisting of live online lessons, other online materials and interactive content which is accessed via the Website (the “Services”). The Services will be of satisfactory quality and fit for the purpose of providing online academic education for children attending lessons in years 3 to 13.

King’s InterHigh cannot guarantee that a pupil will achieve his or her desired examination results or that any examination results will be sufficient to gain entry to other educational establishments. You and the pupil are responsible for researching which courses and qualifications are most appropriate to achieve the pupil’s personal goals, for example progression to certain post-16 academic courses or admission to a particular university course. All results will depend on the effort the pupil makes to complete work and attend online lessons.

[If the pupil is to study on the International Baccalaureate programme] You accept that it is your responsibility to ensure that the programme of study is meets the minimum requirements of, and is compliant with, education laws and regulations applicable in the country in which you and the pupil reside (“Applicable Laws”). King’s InterHigh cannot accept any responsibility in the event that the programme is not compatible with the Applicable Laws.

The minimum technical requirements for the equipment and software needed to access the Services are set out at <https://KingsInterHigh.co.uk/about-KingsInterHigh/computer-requirements/>

King’s InterHigh can help you find an examination centre, but you are responsible for registering the pupil with your chosen examination centre and paying any related fees.

### **Complaints**

If you are unhappy with the Services, please refer to the King’s InterHigh complaints policy at <https://KingsInterHigh.co.uk/school-policies/>

### **Term and Fees**

The Agreement between you and King’s InterHigh will start when King’s InterHigh provides you with login details for the pupil (the “Start Date”). Teaching dates for each 5, 6 or 7 week period (“half term”) are as set out on the Website and will change for each 12 month period starting on 1 September and ending on 31 August (the “academic year”).

The Agreement will renew at the start of each academic year until the end of the pupil's current key stage unless:

- Subjects are selected and notified to King's InterHigh for the following key stage, in which case the agreement will be extended until the end of the following key stage; or
- cancelled in accordance with the paragraph headed, "Termination" below.

Fees as are set out on the Website, or otherwise communicated to you in writing before you enter into the Agreement. Fees are charged either annually in advance, or else the annual fees are payable in equal instalments monthly.

King's InterHigh will fix fees for the duration of the academic year unless circumstances outside its control mean that fees need to be increased. King's InterHigh will give you at least 30 days' notice of any increase and the reasons for the increase.

If you do not wish to accept an increase in fees you can give King's InterHigh notice that you want to terminate this Agreement by emailing [contact@Kingsinterhigh.co.uk](mailto:contact@Kingsinterhigh.co.uk) and termination will take effect on the day that the fee increase is due to take place. Any prepaid fees for the remaining period of the Agreement will be refunded.

### **Payment**

Fees may be paid annually in advance of the Start Date, otherwise:

- If you are based in the UK you must pay by direct debit monthly, to be collected on or after the 1<sup>st</sup> day of each month.
- If you are based outside the UK, payment is required by debit or credit card using a continuous payment authority, with payments to be collected on or after the 1<sup>st</sup> day of month in advance.

This means that you agree that King's InterHigh can automatically take payment for each month on the first day of each month. King's InterHigh will provide you with written details of the amount of each payment before it is taken. King's InterHigh will also let you know if a payment fails or if your continuous payment authority is cancelled or suspended for any reason.

In the event of a payment failure King's InterHigh may make a charge of £15+VAT per payment to cover its administration costs.

In the event of non-payment, after 7 days King's InterHigh may exclude the pupil from accessing the Website until payment has been made. If non-payment continues for a period of 14 days, King's InterHigh may exclude the pupil and terminate this Agreement by giving you written notice.

### **Deposits**

If fees are not paid annually in advance, the following Deposits are required:

- A refundable deposit of £500 is required prior to the Start Date for UK residents.
- A refundable deposit of £1,000 is required prior to the Start Date for Non-UK residents.

The deposit will be refunded on the earlier of completion of the pupil's Courses or termination of this Agreement after all outstanding fees are deducted. If you fail to make a payment on time King's InterHigh may use your deposit to settle outstanding fees.

### **Course selection, Timetable, and other changes**

Pupils may select their preferred courses using the registration form on the website or by any other method notified in writing by King's InterHigh. King's InterHigh will advise if the preferred course choices can be accommodated within timetable constraints.

Pupils may change their course choices once each half term, and only during the first week of a half term. If changes are made after this time, they will not apply until the next half term. Fees for each course chosen will be payable until the end of the relevant half term.

King's InterHigh appreciates that pupils may wish to request amendments to timetables to fit in with their personal circumstances. King's InterHigh will try its best to accommodate such requests but its decision in this respect is final. The pupil may make two requests to change the course selection and/or timetable each academic year after which an administration fee of £20 + VAT will apply.

King's InterHigh reserves the right to amend the timetable if this is necessary for operational reasons beyond its reasonable control and will give at least 30 days' notice of any changes. If the pupil is unable to continue with his or her chosen Courses due to a timetable change made by King's InterHigh you will be entitled to end this Agreement and receive a refund of any prepaid fees.

### **Termination**

#### **Withdrawal at the end of an academic year**

If you do not wish for the student to continue to the next academic year you can withdraw him /her and terminate this Agreement with effect from the end of the last day of the summer term of the academic year by providing at least one half term's notice. This means that we must receive your notice before the first day of the second half of the Summer Term. If notice is not received by this date you will become immediately liable to pay the fees for the first term of the following academic year less the balance of your deposit after deduction of any sums due and owing to King's InterHigh.

#### **Withdrawal at the end of Autumn or Spring Term**

If you wish to withdraw the student at the end the Autumn or Spring term and terminate this Agreement you must do so by providing King's InterHigh with at least one full term's notice (for example, if you wish to withdraw at the end of the Autumn term we must receive your notice no later than day before the start of the Autumn term). If we receive notice before the first day of the term you will receive a refund of your deposit less any sums due and owing to King's InterHigh. If we do not receive at least a term's notice you will become immediately liable to pay fees for the next term less the balance of your deposit after deduction of any sums due and owing to King's InterHigh.

If you want to terminate the Agreement you must send King's InterHigh a notice via email to [contact@KingsInterHigh.co.uk](mailto:contact@KingsInterHigh.co.uk)

Either you or King's InterHigh may terminate this Agreement by giving written notice if the other party (including the pupil) has not complied with its terms (including the Policies) and does not correct this within a reasonable period when the party giving notice has asked it in writing to do so. In some cases, it will not be possible to correct a failure to comply and in those cases the Agreement will be terminated immediately on written notice.

You will still have to pay the fees due for the remainder of the academic year if King's InterHigh terminates this Agreement because you or the pupil have not complied with its terms (including any Policies). You will have to pay any fees due immediately less any deposit paid.

If you terminate this Agreement because King's InterHigh has not complied with its terms (including any Policies) then King's InterHigh will immediately refund any prepaid fees to you.

## **School Policies**

To make sure that all pupils fully benefit from the Services and to ensure the safety of all pupils you must comply, and ensure that the pupil complies with the policies outlined on the King's InterHigh website at [King's InterHigh.co.uk/school-policies](https://KingsInterHigh.co.uk/school-policies).

All content posted on the Website or Services by pupils must comply with the Acceptable use Policy and will be moderated on posting. If it does not comply it will immediately be removed.

## **Liability**

Neither party will be liable to the other for any losses which they were not aware were a possible result of breach of the Agreement at the time the parties entered into this Agreement.

## **Data Protection**

King's InterHigh will process all data which might identify you or the pupil ("personal data") in accordance with the Data Protection Act 2018 and any legislation which replaces or amends it. Full details of this are set out in our Privacy Policy at [https://Kings InterHigh.co.uk/privacy-policy/](https://KingsInterHigh.co.uk/privacy-policy/). If you have any questions about how King's InterHigh handles your data or wish to make any changes to the personal data held please email [dataprotection@inspiredonlineschools.com](mailto:dataprotection@inspiredonlineschools.com)

All personal data is processed within the European Union.

## **Authority of Head Teacher**

You authorise the Head Teacher of King's InterHigh, or their nominated deputy, to take such action as the Head Teacher may reasonably consider as being in the best interests of the pupil on a day to day basis.

## **Force majeure**

Sometimes King's InterHigh will be prevented from providing the Website or the Services because of circumstances beyond its reasonable control, for example interruptions to internet services which are outside of King's InterHigh's control or if teachers are unavailable due to widespread illness. If this happens King's InterHigh will do its best to provide recordings of or reschedule any cancelled lessons or provide a reasonable alternative. If King's InterHigh is unable to reschedule or replace lessons as described, it will refund you proportionally for the missed lessons.

## **Jurisdiction**

Relevant United Kingdom law will apply to this Agreement and the relevant courts of the United Kingdom will have exclusive jurisdiction over this Agreement.

## **Severance clause**

If any of the terms of this Agreement are found to be illegal the relevant term will be deleted from this Agreement and the rest of the terms will remain unchanged.

## **Transfer**

King's InterHigh may transfer its rights and responsibilities under this Agreement to a third party if the third party will be able to continue to provide the Services and the Website to the same standards as King's InterHigh. King's InterHigh will notify you of any transfer in advance unless it is prevented from doing so legally and if there is any significant deterioration in the quality of the Services following the transfer to a third party you will be entitled to end this Agreement and receive a refund of any prepaid fees. You may not transfer your rights and responsibilities under this

Agreement to anyone else. This includes allowing anyone other than the named pupil to use the password and username to access the Website.

### Changes to the Agreement

King's InterHigh may update the Agreement (including the Policies) during the term of this Agreement. If it wishes to make any changes it will notify you in writing of the changes and provide updated versions of these Terms or the Policies at least 30 days before they are due to come into force. If you reasonably believe that the proposed changes will have a negative impact on you or the pupil you are entitled to terminate this Agreement by emailing [contact@KingsInterHigh.co.uk](mailto:contact@KingsInterHigh.co.uk) and the Agreement will terminate on the date that the changes come into force. King's InterHigh will refund any prepayments within 30 days of the end of the Agreement.

Signed by:

Parent/Guardian name:

Childs name

Date