



**ACCEPTANCE FORM**

***IMPORTANT – Before signing this Acceptance Form you should read the terms and conditions attached to this Acceptance Form.***

We accept the offer of a place at King's InterHigh for:

**Name of Child:**

**Student ID:**

**Effective Date:**

**By signing this Acceptance Form we confirm that:**

- A. all holders of parental responsibility<sup>[1]</sup> for the child named above have signed this Acceptance Form and that no one else holds parental responsibility for him or her;
- B. we, as holders of parental responsibility for the child named above, live together / separately<sup>[2]</sup> at the address(es) shown below and we agree to notify King's InterHigh immediately of any change of address or to our family circumstances;
- C. neither of us are in arrears on the payment of any fees or charges owing to our child's current or previous school;
- D. unless otherwise notified to King's InterHigh in writing before signing this Acceptance Form:
  - a. there are no court orders or child protection plans in place in respect of our child; and
  - b. we have disclosed all required information about us and/or our child to King's InterHigh (including information about our child's health / medical conditions, disability and special educational needs as part of King's InterHigh's registration and admissions process) and such information is and remains complete and accurate; and
- E. our child's equipment and software meet King's InterHigh's minimum technical requirements to receive the Services, as set out at <https://KingsInterHigh.co.uk/about-KingsInterHigh/computer-requirements/>.

**IMPORTANT** – *when you complete, sign and submit this Acceptance Form and pay the deposit, you and King’s InterHigh enter into a legally binding contract, upon King’s InterHigh’s terms and conditions.*

*If you subsequently change your mind and decide to withdraw your child before he or she takes up their place, you may lose your deposit and be responsible for paying us fees in lieu of notice – see Clause 3 of the terms and conditions for more information about this.*

Signed by:	
Signature:	
Print Name:	
Date Signed:	
Relationship to Child:	
<i>Tick here to confirm this signatory has parental responsibility for the child</i>	
<i>Tick here to confirm that the child’s country of residence is the United Kingdom</i>	

**PLEASE NOTE:**

*Each person with parental responsibility for the child is required to sign this Acceptance Form. King’s InterHigh will normally treat any instruction, authority, request or prohibition received from one parent as having been given on behalf of both parents and therefore on behalf of all those with parental responsibility for the child.*

*An exception to this is a notice of withdrawal of the child from King’s InterHigh – which must be signed by all those with parental responsibility for the child (see Clause 9.9 of the terms and conditions).*



## TERMS AND CONDITIONS

**What these terms cover.** These are the terms and conditions on which we provide the Services (as defined below).

**Why you should read them.** Please read these terms and conditions carefully before you accept our offer of a place at King's InterHigh for your child. These terms and conditions tell you who we are and how and on what basis King's InterHigh will provide the Services.

If you think there is a mistake in these terms and conditions, or if anything is unclear or you would like to have something further explained to you, then please email [contact@Kingsinterhigh.co.uk](mailto:contact@Kingsinterhigh.co.uk) to discuss.

### 1. Definitions

1.1 Meanings of some words and phrases we use in these terms and conditions. In these terms and conditions:

**"Acceptance Form"** means the form provided by King's InterHigh for parents to complete when accepting a place for their child at King's InterHigh;

**"Annual Subscription"** means a rolling annual contract for the Services, as further described in Clause 5.1.1;

**"child"** means a child of whatever age admitted by King's InterHigh, and includes any pupil aged 18 or over;

**"Complaints Procedure"** means King's InterHigh's procedure for handling complaints from parents, as amended from time to time. It is not intended to form part of the contract between you and King's InterHigh. A copy of the most up-to-date Complaints Procedure is on King's InterHigh's website and is otherwise available from King's InterHigh at any time upon request;

**"contract"** has the meaning given in Clause 1.3 below;

**"deposit"** means the amount set out and referred to as the deposit in the Acceptance Form;

**"Education Services"** means King's InterHigh's provision of online classes and lessons to your child, via our online learning platform;

**"Executive Head"** means the person responsible for the day-to-day running of King's InterHigh, including anyone to whom such duties have been delegated;

**"Fees"** means the School Fees plus any and all Specified Charges, being the total amount payable by you to King's InterHigh for the Services;

**"Policies"** means the body of rules and policies of King's InterHigh which set out our expectations concerning the conduct and behaviour of our pupils and parents (including the *Parent Code of Conduct*), as may be amended from time to time. A copy of the documents comprising the Policies is available on our website;

**"Rolling Subscription"** means a rolling half-termly contract for the Services, as further described in Clause 5.1.2;

**"Schedule of Fees"** means the list setting out the price for each of the Services, a copy of which is available on King's InterHigh's website;

**"Services"** means all the services to be provided by King's InterHigh on the terms and subject to the conditions of this contract, including Education Services (which are covered by the School Fees) and any other services (which are covered by a Specified Charge);

**"School Fees"** means the fees for the provision of Education Services, as set out in the Schedule of Fees;

**"Specified Charges"** means the charges for each Service excluding Education Services, as set out in the Schedule of Fees;

**"term"** and **"half-term"** means a term and half-term of King's InterHigh as published on King's InterHigh's website and as notified to parents from time to time;

**“a half-term’s notice”** means **written** notice signed by both parents, given not later than the first day of the half-term before the half-term to which the notice relates. For example, if you have a Rolling Subscription, a half-term’s notice is generally required to withdraw your acceptance of a place for your child at King’s InterHigh before they join us. So, if you wish to withdraw your acceptance of a place for your child before your Rolling Subscription starts in the autumn term, you would need to notify us, at the latest, by the first day of the second half of the summer term immediately before;

**“a term’s notice”** means **written** notice signed by both parents, given not later than the first day of the term before the term to which the notice relates. For example, if you have an Annual Subscription, a term’s notice is generally required to withdraw your acceptance of a place for your child at King’s InterHigh before they join us. So, if you wish to withdraw your acceptance of a place for your child before your Annual Subscription starts in the autumn term, you would need to notify us, at the latest, by the first day of the summer term immediately before;

**“terms and conditions”** means these terms and conditions as may be amended from time to time; **“we”** or the **“King’s InterHigh”** means the legal entity carrying on as King’s InterHigh as identified in Clause 1.2 below; and

**“you”** or the **“parents”** means each person who has signed the Acceptance Form as a holder of parental responsibility for the child.

In these terms and conditions we sometimes provide illustrative examples by using the words **“for example”**, **“includes”** or **“including”**, which are not exclusive or limiting examples of the matter in question.

**1.2 Who we are.** We are Reddam House (Berkshire) Limited a company registered in England and Wales. Our company registration number is 09093739, and our registered office is at Reddam House, Bearwood, Wokingham, Berkshire, RG41 5BG, trading as King’s InterHigh

**1.3 Our contract with you.** The **Acceptance Form**, the **Schedule of Fees**, and these **terms and conditions** (as in each case may be amended from time to time) form the terms of the **contract** between you and King’s InterHigh. It is not intended that the terms of this contract will be enforceable by your child or by any other third party.

## **2. Acceptance and Deposit**

**2.1 How you accept our offer of a place.** An offer of a place for your child at King’s InterHigh is accepted by your submitting the completed Acceptance Form and paying the deposit.

**2.2 The status of the deposit.** The deposit will be held as security to secure performance of your obligations under this contract. The deposit remains your property and does not form part of the general funds of King’s InterHigh unless and until it is applied or forfeited in accordance with this contract. Subject to Clause 2.3, the deposit (together with any accrued interest) will be returned to you on your child’s leaving.

**2.3 Circumstances where the deposit will not be returned to you.** You authorise us, and we will be entitled to, retain, deduct from or otherwise apply the deposit (as applicable), if:

**2.3.1** you fail to pay our final invoice;

**2.3.2** you owe King’s InterHigh fees in lieu of notice in accordance with Clause 3.2 or (if applicable) Clause 5.1;

**2.3.3** your child does not take up their place at King’s InterHigh, in accordance with Clause 3;

**2.3.4** your child is excluded or required to be removed from King’s InterHigh, in accordance with Clause 7.4.2; and/or

**2.3.5** we terminate the Parent Contract, in accordance with Clause 14.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – *it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins King’s InterHigh and what happens if you withdraw at that stage.*

## **3. Withdrawing your Acceptance of a Place BEFORE your child joins King’s InterHigh**

**3.1. Cooling off period.** You may terminate this contract without having to give a reason, by emailing [contact@Kingsinterhigh.co.uk](mailto:contact@Kingsinterhigh.co.uk) within fourteen (14) days of the date on which you sign and return the Acceptance Form. However, if your child has started at King’s InterHigh (for example if you or your child have logged on to our online learning platform and/or if your child has attended any classes and lessons (in whole or in part) and/or if you or your child have

accessed or otherwise begun receiving the Services) within this period, you will be responsible for paying a proportionate level of the Fees for the period of your child's attendance plus our costs in administering your dealings with King's InterHigh or a reasonable estimate of those costs.

**3.2. Notice to withdraw your acceptance of a place before your child joins King's InterHigh.**

**3.2.1. Annual Subscription:** If you wish to withdraw your acceptance of a place BEFORE your child starts at King's InterHigh you must either give us a term's notice to that effect or pay to King's InterHigh a term's School Fees in lieu of notice. For example, to withdraw your acceptance of a place starting in September you would either need to tell us on or before the first day of the preceding summer term or pay a term's School Fees in lieu of notice. The only exception to this is if we make an offer of a place in the term immediately before your child is due to join King's InterHigh, in which case you must either give us notice within fourteen (14) days of the date you accept our offer (in accordance with Clause 2.1) or pay a term's School Fees in lieu of notice.

**3.2.2. Rolling Subscription:** If you wish to withdraw your acceptance of a place BEFORE your child starts at King's InterHigh you must either give us a half-term's notice to that effect or pay to King's InterHigh a half-term's School Fees in lieu of notice. For example, to withdraw your acceptance of a place starting in September you would either need to tell us on or before the first day of the second-half of the preceding summer term or pay a half-term's School Fees in lieu of notice. The only exception to this is if we make an offer of a place in the half-term immediately before your child is due to join King's InterHigh, in which case you must either give us notice within fourteen (14) days of the date you accept our offer (in accordance with Clause 2.1) or pay a half-term's School Fees in lieu of notice.

**3.3. If we receive notice.** If you provide notice in accordance with Clause 3.2, no fees in lieu of notice will be payable but as you have not taken up your child's place at King's InterHigh you will forfeit the deposit. Any Fees that have been prepaid will be refunded to you.

**3.4. If we do not receive notice.** If you do not provide us with notice in accordance with Clause 3.2 (or if no notice is provided at all) you will forfeit the deposit and the relevant amount of fees in lieu of notice will be payable by you and will become due and owing to King's InterHigh upon demand as a debt. Those fees in lieu of notice will be charged at the rate applicable for the half-term when your child was due to start. King's InterHigh will apply the deposit you have paid and any Fees that have been prepaid towards payment of the fees in lieu of notice you will owe us. Thereafter the balance of any Fees that have been prepaid will be refunded to you.

**4. School Fees, Specified Charges and Payment**

**4.1. School Fees.** Unless set out in the Schedule of Fees or notified to you at any time, the School Fees cover the provision of Education Services.

**4.2. Specified Charges.** The Specified Charges are payable in respect of each Service excluding Education Services. Some of the Specified Charges are optional and some are not optional. Please see the Schedule of Fees for further information. Any and all Services which are optional are supplied independently from each of the other Services.

**4.3. VAT and applicable taxes.**

**4.3.1.** Except as expressly stated otherwise in the Schedule of Fees, all of the Fees are exclusive of VAT and any other taxes, which will be added (where applicable).

**4.3.2.** You may be required to reimburse King's InterHigh for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse King's InterHigh for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from the relevant tax authority in respect of that VAT.

**4.3.3.** If King's InterHigh at any time assesses (or the relevant tax authority at any time determines) that any of the Services supplied by King's InterHigh under this contract are subject to VAT, and King's InterHigh has not already charged you VAT on the applicable Fees for those Services, King's InterHigh 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 fourteen (14) days of King's InterHigh notifying you.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – *it deals with your responsibility to pay the School Fees and Specified Charges.*

**4.4 Who is responsible for payment.** Each of you is responsible for ensuring that all of the Fees are paid to King's InterHigh. This is because our contract applies to both of you together and each of you on your own. In practice this means that if any of the Fees have not been paid then King's InterHigh can, in its discretion, choose to seek payment of the amount outstanding from either or both of you. The only exceptions to this are set out in Clause 4.5 immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to King's InterHigh, and do not extinguish either of your responsibility for the Fees due under this contract.

**4.5 How one parent can remove him/herself from their payment responsibility and circumstances where King's InterHigh may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract.** A parent may be removed from their payment responsibility under this contract but that parent **must** have obtained the prior written consent of both King's InterHigh and the other parent who has signed the Acceptance Form before submitting such notice. Separately, King's InterHigh may agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless we agree otherwise in writing.

**4.6 How bursary and scholarship awards are treated.** A bursary/scholarship or other award may be withdrawn in accordance with the terms upon which such award is made and/or if, in the opinion of the Executive Head, your child's attendance, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you, including in relation to an application for the award)) no longer merit the continuation of the award.

If your child has been awarded a scholarship/bursary which includes financial assistance (e.g., by way of fee remission), your responsibility will be to pay the amount of Fees due after taking account of that award. Where it appears likely to the Executive Head that an award which includes financial assistance may be withdrawn, you will be notified in advance and, if within fourteen (14) days of that notification you give notice to withdraw your child from King's InterHigh, no fees in lieu of notice will be payable by you.

**4.7 How the School Fees are charged and payment requirements.**

**4.7.1 Annual Subscription:** You can either pay the School Fees: (a) annually, and in advance; or (b) in no more than ten (10) instalments over ten (10) months by direct debit. If your child joins King's InterHigh part-way through an academic year, the Fees for the Annual Subscription will be pro-rated accordingly.

**4.7.2 Rolling Subscription:** The School Fees are charged on a half-termly basis, regardless of the length of any half-term. Each half-term's School Fees fall due for payment by you on or before the first day of each half-term by (as applicable) direct debit or debit/credit card (using a continuous payment authority). Please note that if your child joins King's InterHigh part-way through a half-term, you will be responsible for paying the full Fees applicable for that half-term.

The School Fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the Fees under Clause 4.5 above). **We may not allow your child to attend King's InterHigh if you do not pay the School Fees on time.**

**4.8 Payment of Specified Charges.** All Specified Charges for will be invoiced separately. All such Specified Charges must be paid in full by (as applicable) direct debit or debit/credit card on or before the date specified in the invoice.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – *it sets out what rights we have, and what action we may take, if the Fees are not paid in accordance with these terms and conditions.*

**4.9 Consequences of non-payment or late payment.** If you do not make any payment to King's InterHigh by the due date for payment, we may:

- 4.9.1 refuse to allow your child to attend King's InterHigh and/or withhold any references while the School Fees remain unpaid or if there is a repeated or persistent failure by you to pay the School Fees on time. This applies in addition to our right to terminate this contract under Clause 14;
- 4.9.2 refuse to allow your child to participate in or receive the relevant Service while the applicable Specified Charge remains unpaid;
- 4.9.3 charge an administration fee of £15 (plus VAT);
- 4.9.4 charge interest on the overdue amount at the rate of three (3) per cent a year above the base rate from time to time of King's InterHigh's bank. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you;
- 4.9.5 charge you the costs we incur in recovering, or attempting to recover, any unpaid amount from you (including reasonable legal costs); and/or
- 4.9.6 inform any other school or educational establishment to which you propose to send your child of any non-payment or late-payment.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – *it sets our right to increase the School Fees during the course of your child's time at King's InterHigh.*

- 4.10 Our ability to increase the School Fees. We will review the School Fees (usually annually) and may increase them. If we:
- (i) give you notice of an increase to the School Fees before the end of the penultimate term before the increase is to take effect, you will have sufficient time to provide notice of withdrawal under Clause 5.1; or
- (ii) give you notice of an increase in the School Fees later than the last day of the penultimate term before the increase is to take effect, you will be entitled to withdraw your child by providing notice within twenty-one (21) days from the date when notice of the increase in the School Fees is given.
- 4.11 Our ability to increase the Specified Charges. We will review the Specified Charges and may increase them. Where practicable, we will try to give you notice of any material increases to the Specified Charges.
- 4.12 Fees will not be reduced due to your child's absence. Fees will not be reduced or refunded as a result of absence due to illness or otherwise. If your child takes study leave before or during examinations, or if a term (or half-term) is shorter than others (or shortened), no reduction of Fees will be made.
- 4.13 Information on your identity and the source of funds. From time to time we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:
- 4.13.1 your identity;
- 4.13.2 your child's identity;
- 4.13.3 that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;
- 4.13.4 the legitimate source of funds you are using to pay the Fees; and
- 4.13.5 information provided to us as part of, or in connection with, an application for (or our grant of) a bursary/scholarship award.
- You must provide King's InterHigh with the information and documentation we ask for.
- 4.14 Allocation of payments to your Fees account. King's InterHigh is entitled to allocate payments from you to your account as it sees fit. For example, King's InterHigh is entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at King's InterHigh.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – *it sets out what period of notice we require from you if you wish to cancel or change your subscription, or withdraw your child part-way through your subscription.*

5. Period of your Contract and Notice Requirements
- 5.1 The period of your contract and notice requirements.

**5.1.1 Annual Subscription:** Your subscription will continue for one academic year and will automatically renew for a further academic year (and will continue to renew for subsequent academic years) until the end of your child's education in the key stage specified in the Acceptance Form **UNLESS** you give us notice on or before the first day of the second half of the summer term that you do not wish to renew your subscription. At the start of the summer term, we will remind you that your subscription will renew at the end of that term.  
**If you wish to withdraw your child from King's InterHigh during an academic year (i.e. part-way through your Annual Subscription), you must either give us a term's notice or pay to King's InterHigh a term's School Fees in lieu of notice.** Those fees in lieu of notice will be charged at the rate for the term that would have been the final term of your child's education, had you given a term's notice (and not the rate for the term when you gave notice). For example, if you wish to withdraw your child with effect from the start of the spring term then you would either need to tell us in writing on or before the first day of the preceding autumn term or pay a term's School Fees in lieu of notice (at the rate applicable for the spring term). We will apply the deposit you have paid and any Fees that have been prepaid as payment towards any such fees in lieu of notice. Thereafter the balance of any Fees that have been prepaid will be refunded to you.

**5.1.2 Rolling Subscription:** Your subscription will continue for one half-term and will automatically renew for a further half-term (and will continue to renew for subsequent half-terms) until the end of your child's education in the key stage specified in the Acceptance Form **UNLESS** you give us notice on or before the last day of a half-term that you do not wish to renew your subscription. At least seven (7) days before the end of each half-term, we will remind you that your subscription will renew at the end of that half-term.  
**If you wish to withdraw your child from King's InterHigh during a half-term (i.e. part-way through your Rolling Subscription), you must give us notice and pay to King's InterHigh the full Fees for the half-term in which your child is withdrawn.**

**5.2 Withdrawal part-way through a half-term does not reduce the amount you owe to King's InterHigh.** It is not possible for you to reduce the amount of Fees due, or to obtain a refund of Fees, by withdrawing your child or by your child's ceasing to participate in or receive a Service part-way through a half-term.

**5.3 Notice to change your subscription.** If you wish to change your subscription:

**5.3.1 From an Annual Subscription to a Rolling Subscription.** You must give King's InterHigh notice in writing by the last day of the first half of the autumn term. Your subscription will change with effect from the first day of the immediately following spring term. We will refund any Fees that have been prepaid, less the Fees applicable for the first half-term of your Rolling Subscription (i.e. the Fees applicable for the first half of the spring term). Please note that we cannot accommodate requests to change from an Annual Subscription to a Rolling Subscription at any other time in the academic year.

**5.3.2 From a Rolling Subscription to an Annual Subscription.** You can give King's InterHigh notice in writing at any time. Your subscription will change with effect from the first day of the immediately following half-term PROVIDED THAT you pay to King's InterHigh the relevant Fees applicable for an Annual Subscription for the remainder of the academic year in accordance with Clause 4.7.1.

**5.4 Notice to change your child's subjects or timetable.** If you wish to request any changes to the subjects which your child is taking and/or their timetable you must make a request via our *Parent Hub* during the first week of a half-term. If King's InterHigh approves those changes to your child's subjects and/or timetable, the changes will take effect from the first day of the following half-term, and the Fees payable will be adjusted accordingly. Please note that King's InterHigh's decision on any change request is final.

**5.5 Notice to withdraw your child from participating in or from receiving a Service covered by a Specified Charge which is optional.** If you wish to withdraw your child from participating in or receiving a Service which is covered by a Specified Charge and which is optional, you must either give us notice to that effect or pay to King's InterHigh as a debt fees in lieu of notice for the relevant Service in which your child has ceased to participate or receive. The relevant amount of notice and fees in lieu of notice applicable will vary depending on the relevant Service, and will be set out in the details of that Service (and can be provided upon request).

## **6. Policies**



**6.1 Compliance with the Policies.** It is a condition of remaining at King's InterHigh that you and your child comply with the Policies. In addition, you must ensure that your child attends in accordance with our *Attendance Policy*, attends punctually, and that your child conforms to any rules of behaviour we may issue.

**6.2 Monitoring your child's use of the online learning platform.** **King's InterHigh may, subject to applicable data protection legislation, monitor your child's use of the online learning platform.** We may do this for various reasons, including ensuring compliance with the Policies or where it is appropriate or necessary for us to do so in connection with our legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## **7. Suspension, Exclusion and Required Removal**

**7.1 The Executive Head's discretion to suspend or exclude your child from King's InterHigh.** The Executive Head may in his or her discretion suspend or, in serious or persistent cases, exclude your child from King's InterHigh if the Executive Head considers that your child's conduct or behaviour (including behaviour or conduct outside King's InterHigh) is unsatisfactory and/or the suspension or exclusion is in King's InterHigh's best interests and/or those of your child or other children.

**7.2 Where you can find examples of offences punishable by suspension or exclusion.** The Policies and the *Behaviour Policy* set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Executive Head may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at King's InterHigh may be taken into account.

**7.3 The Executive Head's discretion to require you to remove your child from King's InterHigh.** Instead of exclusion or suspension, the Executive Head may in his or her discretion require you to remove your child from King's InterHigh if the Executive Head considers that:

**7.3.1 your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or represents a serious or persistent breach of the *Parent Code of Conduct* or any code of conduct in place with regards to parents; and/or causes a breakdown of trust and confidence; and/or adversely affects (or is likely to adversely affect) your child's and/or other children's progress at King's InterHigh, and/or the wellbeing of our staff; and/or brings (or is likely to bring) King's InterHigh into disrepute (among our community or the general public); and/or is not in accordance with your obligations under this contract. The *School Charter* and *Parent Code of Conduct* set out a non-exhaustive list of examples of parental conduct that are likely to warrant required removal; and/or

**7.3.2** your child's attendance and/or progress is unsatisfactory and/or in the reasonable opinion of the Executive Head, the removal is in King's InterHigh's best interests and/or those of your child and/or other children; and/or

**7.3.3** separate to the Executive Head's discretion to suspend or exclude your child under Clause 7.1, your child's conduct or behaviour (including conduct or behaviour outside King's InterHigh), is unsatisfactory and/or the required removal is in King's InterHigh's best interests and/or those of your child and/or of other children; and/or

**7.3.4** King's InterHigh is unable to meet your child's needs, including cases where King's InterHigh cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.

**7.4 What happens if your child is suspended, excluded or removed.** Should the Executive Head exercise his or her right under either Clause 7.1 or Clause 7.3 above:

**7.4.1** you will not be entitled to any refund or remission of Fees due (whether paid or payable) in or relating to the half-term in which your child is excluded, suspended or removed;

**7.4.2** in respect of exclusions under Clause 7.1 and required removals under Clause 7.3.1, the deposit will be forfeited and retained by King's InterHigh; and

**7.4.3** in respect of exclusions and required removals, fees in lieu of notice will not be payable and (subject to Clause 7.4.2) the deposit and any Fees that have been prepaid for Services after the half-term in which the exclusion/required removal occurred will be refunded.

7.5 Impact of exclusion or required removal on this contract. This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the King's InterHigh and King's InterHigh will stop providing the Services.

7.6 Your right to have decisions to exclude or require the removal of your child reviewed. You are entitled to have any decisions taken by King's InterHigh and/or Executive Head to exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the final stage of the Complaints Procedure.

## 8. King's InterHigh's Obligations

8.1 Progressing through key stages. Each Annual Subscription and Rolling Subscription ends at the end of each key stage. If you wish for your child to progress to the next key stage, you must re-apply for that key stage. In most cases, pupils will progress to the next key stage. However, please note that King's InterHigh is not obliged to permit your child to progress to the next key stage (on a new Annual or Rolling Subscription) unless satisfied that it is appropriate to do so having regard to his or her progress, behaviour and all other relevant circumstances.

8.2 The scope of our duty to exercise reasonable skill and care. We will exercise reasonable skill and care in the provision of the Services. This obligation will apply during the hours we deliver the Services.

8.3 We will give you notice of significant changes. Our website and prospectus describe the broad principles on which King's InterHigh is presently run. Inevitably due to the online nature of the Education Services it will be necessary to make changes to aspects of the Education Services and the King's InterHigh offering, including to the curriculum, timetable or to the manner of providing education for your child; and we reserve the right to do so. If we plan a change that we consider will have a material adverse impact on your child (and the Education Services provided to them) we will give you at least thirty (30) days' notice of such planned change. You will be entitled to withdraw your child from King's InterHigh before the proposed change is set to take effect PROVIDED THAT you give us notice within this thirty (30) day period.

8.4 Your child's progress and needs. We will monitor your child's progress, produce regular written reports and advise you if we have any serious concerns about your child's progress. However, please note that we do not diagnose special educational needs (including dyslexia, ADHD, or other conditions). In certain circumstances, a formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable King's InterHigh to understand the nature and extent of your child's needs and what support it may be appropriate for us to consider. Such assessments can be arranged either by you or by King's InterHigh, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of any such assessment is to help enable us to understand what support may be appropriate for us to consider, we will need to be provided with a copy of the assessment. We expect you to engage with King's InterHigh in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining any formal assessment. Please note that any additional support required in connection with your child's special educational needs may carry a Specified Charge.

8.5 Religious observance and relationships and sex education (RSE) and health education. Religious observance, relationships and sex education (RSE) and health education at King's InterHigh will be conducted in accordance with the Policies.

## 9 The Parents' Obligations

9.1 We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Executive Head and our staff, need your co-operation.

9.2 Examples of the co-operation and assistance we require. You must co-operate with King's InterHigh and our staff in good faith, including (but not limited to) by:

9.2.1 maintaining a constructive relationship with our staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with King's InterHigh are reasonable and appropriate. You must refrain from any discriminatory, bullying or harassing conduct or behaviour towards staff including where this has the purpose or effect of violating the dignity of a staff member or creates an intimidating, hostile, degrading, humiliating or offensive working environment for them (for example, conduct or behaviour which constitutes sexual harassment);

9.2.2 complying with the *Parent Code of Conduct* and any policies relating to expectations concerning parental behaviour and conduct that may be in place from time to time;

9.2.3 encouraging your child in his or her studies, giving appropriate support at home, and ensuring your child attends in accordance with our *Attendance Policy*;

9.2.4 keeping us up-to-date and informed about matters which affect or may affect your child;

9.2.5 ensuring that all details or other information notified or otherwise disclosed to King's InterHigh about you and/or your child are accurate, truthful and not misleading and that relevant details and information, or changes to any of them, are not withheld and are shared in a timely and transparent manner;

9.2.6 engaging with King's InterHigh in a cooperative and transparent manner and providing assistance to King's InterHigh so that your child can participate in, and benefit from, our provision of the Services; and

9.2.7 attending meetings and keeping in touch with King's InterHigh where your child's interests so require.

9.3 *Registration for examinations*. If you wish for your child to take public examinations, you must register your child with an examination centre and you will be responsible for the payment of all public examination fees. King's InterHigh can provide advice and guidance on finding an examination centre, on request.

9.4 *Applicable laws*. You are responsible for ensuring that your child receives a full-time education in accordance with all applicable laws. King's InterHigh is only responsible for delivering the Services which you elect for your child to receive.

9.5 *You must notify us of your child's health/medical conditions or special educational needs*. You must inform King's InterHigh of any health or medical condition, special educational need(s), or disability that your child has at the time of joining King's InterHigh or which subsequently changes or develops after joining King's InterHigh, whether underlying, long-term, or short-term. You must also provide us, whether upon further request by King's InterHigh or otherwise, any reports (whether in existence or to be commissioned), other materials or information relevant to any of the same and cooperate with King's InterHigh in relation to the same. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14.1.2 below.**

9.6 *You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child*. You must inform King's InterHigh if, at any time prior to or during your child's time at King's InterHigh, a court order is put in place or an undertaking is given to a court in relation to your child's attendance at King's InterHigh and/or the provision of education to your child. In any such circumstances you must promptly provide King's InterHigh with relevant information, including copies of the relevant court order(s) or undertaking(s), having obtained the permission of the court if necessary.

9.7 *We require you to nominate a 'responsible adult' for us to contact in your absence*. Where we notify you that this is a requirement, you must complete and submit to King's InterHigh a parental absence form for your child. This form will nominate a 'responsible adult' (or 'educational guardian') for your child who, amongst other things, can be contacted if King's InterHigh is not able to contact you. If at any time during your child's time with King's InterHigh you (or either of you) will be absent from your main residential address for a period of longer than three (3) consecutive school days then you must also inform King's InterHigh immediately in writing and provide the details required by King's InterHigh as a result, including the name and contact details for a 'responsible adult' for the period of your absence.

9.8 *Receiving information from you and sharing information with you*. King's InterHigh is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, except under Clause 9.9 below, you (and each of you) accept that King's InterHigh is entitled to treat:

9.8.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

9.8.2 any communication from King's InterHigh to one of you as having been given to both of you.

**Please note that any person who has parental responsibility for your child is entitled to receive certain core information from King's InterHigh about your child's progress and attainment.** King's InterHigh will therefore disclose such information as a matter of routine to each

such person unless King's InterHigh is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law). Please also note that King's InterHigh must remain neutral between all holders of parental responsibility for your child.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – *it sets out who needs to sign a notice of withdrawal of your child.*

**9.9 We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract (i.e., under any of Clauses 3.1, 4.10, or 5.1) must be in writing and signed by each of you as the holders of parental responsibility for your child (and King's InterHigh is entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).**

**9.10 You must notify us of your child's absence.** King's InterHigh must be informed as soon as possible in writing of any reason for your child's absence. You can do this by contacting [contact@Kingsinterhigh.co.uk](mailto:contact@Kingsinterhigh.co.uk). Wherever possible King's InterHigh's prior consent should be sought for absence.

**9.11 Raising concerns with King's InterHigh and making formal complaints.** If you have cause for concern about your child's discipline or progress you must inform King's InterHigh as soon as possible. Complaints should be made in accordance with the Complaints Procedure.

## **10. Insurance**

**Your responsibility to make your own insurance arrangements.** You must make your own insurance arrangements if you require cover for your child or for the payment of Fees due to absence of your child.

## **11. How we may use Personal Information; References; and Data Protection**

**11.1. References for your child.** We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given about him/her is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

**11.2. You are required to update us of changes to information held, or circumstances relating to, you and/or your child.** You must:

- 11.2.1. confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by King's InterHigh; and
- 11.2.2. inform King's InterHigh of any change to your or your child's circumstances, or to information about you or your child that has previously been notified to King's InterHigh, including relevant contact details.

**11.3. Data Protection Law.** King's InterHigh will process personal data about you and your child in accordance with data protection law, including the UK General Data Protection Regulation and the Data Protection Act 2018 (each as amended or superseded) and other related legislation. We will process such personal data:

- 11.3.1. as set out in this Clause 11, and in King's InterHigh's 'Privacy Notice' which is available on our website, as may be amended from time to time;
- 11.3.2. to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- 11.3.3. to perform our obligations under this contract, and where otherwise reasonably necessary for King's InterHigh's purposes.

## **12. Intellectual Property Rights**

**Recognising these rights.** We will recognise any intellectual property rights created, generated or owned by or vested in your child.

## **13. Changes in Ownership, etc**

The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – *it sets out the rights we have, and that you have, to terminate this contract early.*

#### 14. Ending this Contract

14.1. Our rights to end the contract. In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 7, King's InterHigh may end this contract at any time by notice in writing to you, without any obligation to return any Fees to you and with the deposit being forfeited and retained, if:

14.1.1. you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;

14.1.2. you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of the Services by King's InterHigh to your child (such as misrepresenting at any point in time any information about your child's health, medical conditions, special educational needs, or disability);

14.1.3. you fail or refuse to provide us at any time with information we require under Clause 4.13; or we are not satisfied with the information you have provided (if any). Instead of ending this contract, we may otherwise refuse to allow your child to attend King's InterHigh until the relevant satisfactory information has been provided;

14.1.4. you (or either of you):

1. are unable, following our request, to demonstrate that you will be able to pay the Fees due under this contract;
2. repeatedly or persistently fail to pay the Fees when they fall due for payment;
3. are otherwise unable to pay your debts as they fall due; or
4. are the subject of a bankruptcy petition or order, or enter into an individual voluntary arrangement; or

14.1.5. you otherwise do not comply with (i.e., you breach) your obligations under this contract (including under Clause 9) and/or the *Parent Code of Conduct* such that we have a legal right to end the contract because of something you have done wrong; or

14.1.6. in the Executive Head's reasonable discretion, King's InterHigh is not able to provide, or is compromised in providing, the Services it needs to in satisfaction of its obligations under this contract.

14.2. Your rights to end the contract. In addition to where you withdraw your child, you may end this contract at any time by notice in writing to King's InterHigh if:

14.2.1. you have a legal right to end the contract because of something we have done wrong; or

14.2.2. King's InterHigh becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

14.3. Ending the contract will not affect any accrued rights. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding Fees. After this contract ends, you and King's InterHigh will keep any rights each has under, or as a matter of, general law.

#### 15. Events outside of our, or your, control

15.1. What we mean by an "event outside of our/your control". In this Clause 15 "event" means any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, or terrorist attack.

15.2. What happens if we are affected by an event outside of our control. If an event arises which prevents or delays King's InterHigh's performance of any of its obligations under this contract, King's InterHigh will give you notice in writing. Provided that King's InterHigh has acted reasonably and prudently to prevent and/or minimise the effect of the event, King's InterHigh will not be responsible for performing those obligations which are prevented or delayed by the event.

**15.3. Events lasting more than 6 months.** If King's InterHigh is wholly and completely prevented from performing all of our obligations as a result of an event for a continuous period of more than six (6) months, we will notify you of the steps we plan to take to ensure performance of the contract after such period and you will then, following receipt of such notice, be entitled to end this contract on written notice to King's InterHigh.

**15.4. What happens if your child is affected by an event outside of **your** control.** Subject to **Clause 4.12** (which means that you are not entitled to a refund or reduction in Fees in cases of illness or absence), if your child is wholly and completely unable to receive any of the Education Services due to reasons caused by an event you must give King's InterHigh notice in writing and the following provisions shall apply:

**15.4.1.** in consultation and cooperation with King's InterHigh you must do everything you reasonably can to minimise the impact of the event in order to continue to perform your 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;

**15.4.2.** in circumstances where, following the efforts made and steps taken under **sub-clause 15.4.1** above, your child is not able to participate and benefit from any level of provision of Education Services by King's InterHigh then you will not be responsible for failing to perform your obligations during the continuance of the event; and

**15.4.3.** if the event continues to prevent your child wholly and completely from attending King's InterHigh or being able to receive any of the Education Services for more than six (6) months, you or King's InterHigh will be entitled to terminate the contract on written notice.

## **16. Communications between you and King's InterHigh**

**16.1. We will use the contact details held by King's InterHigh to contact you.** Communications (including notices) will be sent by King's InterHigh to you at the address(es) shown in our records or using your other contact details included in our records. **You must notify King's InterHigh of any change of address(es) or other contact details.**

**16.2. How to provide written notice to King's InterHigh.** Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Executive Head and sent by email to King's InterHigh using this email address: [contact@Kingsinterhigh.co.uk](mailto:contact@Kingsinterhigh.co.uk).

**We recommend that if you provide notice under any of **Clauses 3.1, 4.10, or 5.1** (which are the provisions dealing with withdrawing your child from King's InterHigh or otherwise cancelling your subscription) you telephone King's InterHigh to confirm receipt if you have not received an acknowledgement from us.**

## **17. The Law that applies to this contract and where legal proceedings may be brought**

**17.1. The law that applies to this contract.** The contract between you and King's InterHigh is governed by English Law and either you or King's InterHigh must bring contractual and non-contractual legal proceedings in the English courts.

**17.2. Rights in relation to the enforcement of this contract.** If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

## **18. Changes to these Terms and Conditions**

**Reserving the right to change these terms and conditions.** We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at King's InterHigh. King's InterHigh will where practically possible, send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect. For example, if the updated terms and conditions are to take effect at the start of the autumn term, we will notify you before the end of the preceding spring term.

<sup>[1]</sup> Under education law, a parent in relation to a child includes: (i) the child's parent; (ii) any person who is not the child's parent but who has parental responsibility for them; and/or (iii) any person who has care of the child. Parental responsibility is defined in the Children Act 1989 as "all the rights, duties, powers and responsibilities and authority which by law a parent of a child has in relation to the child and his or her property". It equates to legal responsibility for the child. The child's mother automatically has parental responsibility for her child from birth. A father usually has parental responsibility if he's either: (a) married to the child's mother; or (b) listed on the birth certificate (after a certain date, depending on which part of the UK the child was born in). You can apply for parental responsibility if you don't automatically have it (for example in cases of

adoption). If you have any doubts about whether you do or do not have parental responsibility for the child you may wish to seek legal advice. Further information is also available here: <https://www.gov.uk/parental-rights-responsibilities/who-has-parental-responsibility>

<sup>[2]</sup> Delete as applicable