



TERMS AND CONDITIONS

1 Introduction

- 1.1 **Terms and conditions:** These terms and conditions reflect the custom and practice of Loughborough Grammar School and form a legally binding contract between the Parents and the Foundation for the provision of the Immersion Programme.

2 Terminology

- 2.1 **Foundation or We or Us:** means the Loughborough Schools Foundation as now or in the future constituted (and any successor). The Foundation is constituted as a charitable company limited by guarantee.
- 2.2 **School:** means Loughborough Grammar School - a day and boarding school for boys aged 10 - 18 years;
- 2.3 **Parents or You:** means any person who has signed the acceptance form, including a legal guardian who has signed the acceptance form where applicable. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions.
- 2.4 **Pupil:** means the child named on the application form. The age of the Pupil will be calculated in accordance with British custom.

3 Admission and entry to the Immersion Programme

- 3.1 **Registration and Admission:** Applicants will be considered as candidates for Admission and Entry to the Immersion Programme upon submission of all required documentation (to include Acceptance Form, Pupil and Parent passports, School Report and Medical Consent Form) to Us and the non-returnable Deposit Fee paid. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time.
- 3.2 **Offer of a place and deposit:** A deposit of £750 will be payable when the Parents accept the offer of a place. Payment should be made within two weeks of the date of the offer letter.

4 Fees

- 4.1 **Fees:** The Immersion Programme fee of £1,250 inclusive of VAT (minus any deposit payment) is payable in full upon the receipt of the offer letter and no later than 30 days before the start of the Immersion Programme.
- 4.2 **Additional Costs:** The Immersion Programme fee covers tuition, accommodation, meals, excursions and transfers as detailed on our [Immersion Programme Webpages](#). Any additional costs, such as personal expenses, optional activities, or transfers outside of the specified arrival airports, are the responsibility of the Parent/Pupil.
- 4.3 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to the Immersion Programme directly to the Foundation. Fees invoices shall be sent to the Parents email address provided for this purpose and the invoice reference should

be quoted upon payment. The Foundation reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds or where it has reason to believe that it may be unlawful to accept the payment.

- 4.4 **Bank Charges:** Payment of the Immersion Programme Deposit and Balance are via Flywire or Bank Transfer. Any payments returned by the bank are subject to bank charges, which are payable by the parent/guardian.
- 4.5 **Payment of Fees by a third party:** An agreement with a third party to pay the Fees or any other sum due to the Foundation does not release the Parents from liability if the third-party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Chief Operating Officer. The Foundation reserves the right to refuse a payment from a third party.
- 4.6 **Indemnity:** The Parents shall indemnify the Foundation against all losses, expenses (including legal expenses) and interest suffered or incurred by the Foundation, if the Foundation is required to pay all or part of any sum paid on behalf of Parents to a third party.
- 4.7 **Cancellation:** Written notice of cancellation must be provided by the parent/guardian. Where cancellation is received:

4.7.1 more than eight weeks before the start date, a refund of programme fees will be issued, less the deposit;

4.7.2 between eight and four weeks before the start date, 50% of programme fees will be refunded.

No refund is available for cancellations made within four weeks of the start date.

- 4.6 **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this contract to make a refund or reduction Fees will not be refunded reduced or waived if:
- 4.6.1 the Pupil is absent through illness; or
- 4.6.2 the School is temporarily closed due to adverse weather conditions or other safety related or good reasons: or

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

5 **Pastoral care**

- 5.1 **The Foundation'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 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.
- 5.2 **Pupil's rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights that the School and the Foundation 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 his / her parents. If any 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.

5.3 **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 ensure good order and safeguard and promote the Pupil's welfare and the welfare of other pupils and staff. Please see Section 7 below.

5.4 **Culture:** The culture of the School is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The Foundation, the School and their 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 Foundation, the School and any member of the School community.

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

- 5.5.1 as may accord with good practice; or
- 5.5.2 as may be appropriate and proper for teaching and instruction; or
- 5.5.3 for providing comfort to the Pupil in distress; or
- 5.5.4 to maintain safety and good order; or
- 5.5.5 in connection with the Pupil's health and welfare.

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

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

- 5.6.1 any known medical condition, health problem or allergy affecting the Pupil;
- 5.6.2 any disability, special educational need or any behavioural, emotional and / or social difficulty on the part of the Pupil;
- 5.6.3 any concerns about the Pupil's safety.

5.7 **Special precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. Accordingly the Parents must immediately notify the Head in writing of any family circumstances, court proceedings or court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed.

5.8 **Leaving School premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but does not accept responsibility for the Pupil if he / she leaves School premises in breach of School rules or regulations. The School is not legally entitled to prevent a pupil aged 16 years or over from leaving School premises during School hours.

5.9 **Photographs or images (including video recordings):** The School may obtain and use photographs or images (including video recordings) of the Pupil for:

- 5.9.1 use in the School's promotional material such as the prospectus, the website or social media;
- 5.9.2 press and media purposes; or
- 5.9.3 educational purposes as part of the curriculum or extra-curricular activities.

Please see the School's pupil privacy notice for more information about how the School uses photographs and videos of pupils.

- 5.10 **Travel/Transport:** Parents are responsible for ensuring that the student holds a valid passport, visa and any required travel or health documentation. Where airport transfers are provided, they may operate on a group basis which may require students to wait for other arrivals. Additional charges may apply for transfers to or from alternative airports outside the standard programme arrangements. 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. The School cannot be held responsible for any delays or cancellation to travel arrangements due to unforeseen circumstances, in which case no refunds will be given.
- 5.11 **Pupil's personal property:** The Pupil is responsible for the security and safe use of all his / her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments, and sports equipment, and for property lent to them by the School.
- 5.12 **Insurance:** The Parents are responsible for insurance of the Pupil's person and personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises or in respect of the payment of Fees due to absence of the Pupil or closure of the School premises. All students must hold appropriate travel and medical insurance which covers cancellation, curtailment, medical treatment, personal accident and loss of property.
- 5.13.1 **School's liability:** Unless negligent or in breach of another legal duty which causes 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.

6. Health and medical matters

- 6.1 **Medical declaration:** The Parents must complete a Pupil Health and Medical Information Form no later than four weeks prior to the programme start, 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. The School reserves the right to cancel a booking without refund if this form is not received or if the School cannot safely meet the student's needs.
- 6.2 **Emergency medical treatment:** The Parents authorise the Head to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents or a second emergency contact cannot be contacted in time.

7 Behaviour and discipline

- 7.1 **School regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body 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. The Parents accept that the School's policies, procedures and regime may be subject to change at short notice, if in the opinion of the Head it is deemed appropriate to do so in the circumstances prevailing at the time.

- 7.2 **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, will work hard, will be well-behaved and will comply with the School rules about the wearing of uniform and general appearance.
- 7.3 **School rules:** The School rules which apply are set out in the Parent Handbook, the School website and other documents published from time to time. The Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.
- 7.4 **School discipline:** The Parents accept the authority of the Head and of other members of staff on the Head's behalf to carry out searches and investigations and take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and/or any other pupil and/or the School community as a whole. The School's disciplinary policy which is current at the time and published on the School website applies to all pupils at the School and at all times when the Pupil is in or at school, (including when engaged in online or remote learning) representing the School or wearing School uniform, travelling to or from School, on School-organised trips, engaging with other members of the School community or when they are otherwise associated with the School at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or well-being of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring or could bring the School into disrepute.
- 7.5 **Exclusion:** The Pupil may be formally excluded from the Programme if it is proved on the balance of probabilities that the Pupil has committed a serious breach of discipline or a criminal offence.
- 7.6 **Fees following Exclusion:** If the Pupil is excluded, there will be no refund of the Acceptance Deposit or of Fees.

8 **Events beyond the control of the parties**

- 8.1 **Force majeure:** An event beyond the reasonable control of the Foundation or the Parents is a **Force Majeure Event** and shall include such events as:
- 8.1.1 an act of God, fire, flood, drought, earthquake or other natural disaster;
 - 8.1.2 war, riot, civil unrest, act of terrorism, strikes, industrial disputes;
 - 8.1.3 outbreak of epidemic or pandemic of disease;
 - 8.1.4 failure of utility service or transportation.

Provided always that the inability of either party to pay any amount required under this contract shall not be a Force Majeure Event.

- 8.2 **Reasonable modifications:** Any reasonable modifications to the educational provision made by the School in order to meet legal obligations, comply with government guidance and to protect the health, safety and well-being of staff or pupils, including during or following a Force Majeure Event, shall not affect the obligation of the Parents to pay the Fees in accordance with this contract.
- 8.3 **Notification:** If either the Foundation or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party (the **Affected Party**) shall as soon as reasonably practicable notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 8.4 **Continued force majeure:** The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If a Force Majeure Event continues for a period greater than 90 days from the date of notification, the Affected Party shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 9 **General contractual matters**
- 9.1 **Variations:** These terms and conditions, the Conditions of Award (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the Foundation and the School.
- 9.2 **Data protection:** The School has a privacy notice and a pupil privacy notice which explain how the School will use the Parent's and the Pupil's personal data. The privacy notice and the pupil privacy notice are provided with the letter of offer and are also published on the School's website. The Parents must read these privacy notices in full before signing the acceptance form. If the Pupil is going to enter Year 7 or above the Parents must show the Pupil a copy of the pupil privacy notice and discuss it with him / her before accepting the offer of a place.
- 9.3 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this contract. 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 the School day or 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 contract may be freely assigned to another party at the discretion of the Foundation.
- 9.4 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe consumer rights laws 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. Nothing in these terms and conditions affects the Parents' statutory rights.
- 9.5 **Information for parents:** We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus/ website/ promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents intend to take account of the information provided to them when deciding whether to enter into this contract they should seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the School.

- 9.6 **Third party rights:** Only the Foundation 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.
- 9.7 **Interpretation:** These terms and conditions supersede any 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 these terms and conditions.
- 9.8 **Severability:** If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.
- 9.9 **Jurisdiction:** This contract was made at the School and it, together with each matter relating to the provision of educational services by the Foundation, is governed exclusively by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.
- 9.10 **Acknowledgement:** By enrolling in the Immersion Programme, the student and parent/guardian acknowledges that they have read, understood, and agreed to these terms and conditions.

Loughborough Schools Foundation: a Company Limited by Guarantee
Registered in England, Company Number: 04038033
Registered Office: 3 Burton Walks, Loughborough, Leicestershire, LE11 2DU
Registered Charity Number: 1081765