



Abingdon School and Abingdon Preparatory School

Terms and Conditions (Parent Contract)

1. Definitions

1.1 In these Terms and Conditions:

"The School" is Abingdon School which includes Abingdon School and Abingdon Preparatory School acting by the Governing Body as now or in the future constituted;

"Acceptance Form" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"child" means a child of whatever age and sex admitted by the School to be educated and includes any pupil aged 18 or over;

"the Complaints Procedure" is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. A copy of the procedure is available on the School's website or from the School at any time upon written request;

"Acceptance Fee" means the sum set out in the letter offering your child a place at the School;

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

"Head" means the person appointed by the Governors of the School to be responsible for the day-to-day management of the Schools, including anyone to whom such duties have been duly delegated;

"Schedule of Fees" means the information published on the website regarding fees and additional charges as amended from time to time;

"School Rules" means the rules of the School, a copy of the current version of which is provided to each child on entry and is sent to parents with the letter offering a place at the School, as those rules may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. Parents will be given notice of such amendments;

"term" means a term of the School as notified to parents from time to time;

"a Term's Notice" means written notice given not later than the first day of the term before the term to which the notice relates. If, for example, you wish to:

- withdraw your child from the School with effect from the start of a Summer term (which is the term to which the notice relates) then a Term's Notice means you need to tell us in writing about the withdrawal, at the latest, on the first day of the preceding Lent term.
- withdraw your acceptance of a place after submitting the Acceptance Form and paying the Acceptance Fee but before your child starts at the School in a Michaelmas term then a Term's Notice means you need to tell us in writing about the withdrawal, at the latest, on the first day of the preceding Summer term.

The table below gives the timeline for a Term's Notice based on when you wish to withdraw your child:

You wish to withdraw your child with effect from:	Notice must be received by:
Start of Michaelmas term or at any date during Michaelmas term	First day of the preceding Summer term
Start of Lent term or at any date during Lent term	First day of the preceding Michaelmas term
Start of Summer term or at any date during Summer term	First day of the preceding Lent term

"Terms and Conditions" means these terms and conditions as amended from time to time;

"we" or the **"School"** means the legal entity carrying on as the School, or its duly authorised representative, as the context requires; and

"normal leaving date" is for Abingdon at the end of Sixth Form and Abingdon Preparatory School at the end of National Curriculum year eight;

"you" or the **"parents"** means each person who has signed the Acceptance Form as parent or legal guardian of a child or a person who, with the School's written consent, replaces a person who has signed the Acceptance Form.

Use of the word "including" shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

1.2 The Acceptance Form, the Schedule of Fees, the School Rules, the Complaints Procedure and these Terms and Conditions form the terms of a contract between you and Abingdon School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Acceptance Fee

- 2.1. An offer of a place for your child at the School is accepted by you submitting a completed Acceptance Form and paying the Acceptance Fee.
- 2.2. The Acceptance Fee will form part of the general funds of the School.
- 2.3. If your child starts at the School the Acceptance Fee will be credited without interest to the final payment of the fees or other sums due to the School on your child's leaving the School.
- 2.4. If your child does not start at the School the Acceptance Fee is not refundable, whether a Term's Notice is given or not.
- 2.5. A child is deemed to start at the School when they become a registered pupil (marked on the attendance register at least once). The payment of an Acceptance Fee or any other fees or attendance at an induction day does not mean that your child has started at the School.
- 2.6. If a pupil at Abingdon Preparatory School is offered a place at the Senior School, the Acceptance Fee already paid to Prep School will be deducted from the Acceptance Fee amount requested by the Senior School.

3. School Fees

- 3.1. All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School or detailed below.

- 3.2. Any extra-curricular activities such as private music lessons, trips and visits in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges shall be charged as supplemental to the fees. Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees.
- 3.3. Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has expressly agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the fees or any part of them.
- 3.4. Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a Term's Notice provided they have obtained the prior written consent of both the School and the remaining parent.
- 3.5. If your child has been awarded a scholarship or bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If, within 14 days following the withdrawal of a scholarship or bursary, a child is withdrawn from the School, no fees in lieu of notice will be payable.
- 3.6. Each term's fees accrue separately and the fees payable in respect of each term fall due on the day before term commences and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School has agreed shall pay the fees under section 3.3 above). The fees invoice must be paid in full by termly direct debit (or by direct bank transfer if expressly agreed with the Director of Finance and Operations beforehand).
- 3.7. The School may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If the School so agrees in relation to any term's fees, then the School and those liable for those fees will agree separately a schedule of instalments by which the deferred amount is to be paid. The agreed amount for each term is to be paid by direct debit in not more than four (4) instalments within a period that does not exceed twelve (12) months beginning with the date of the relevant invoice. The School shall issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which shall be evidence of the separate agreement for the payment of that term's fees.
- 3.8. Any and all additional charges for extra curricular activities for each term (and for other charges that were agreed during the previous term) will be detailed separately on your fees invoice and such invoice shall be sent to you before the start of the next term. All such additional charges must be paid in full in accordance with arrangements for fees.
- 3.9. We reserve the right to refuse to allow your child to attend the School in cases where our fees are in default. We may make an interest charge of 1.5 per cent per month on the outstanding debt. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay the School the interest together with the overdue amount. In addition there is a fixed rate payment penalty as shown on the Schedule of Fees. You will also be liable for all third party collection costs incurred by the school in the recovery of the debt. You also consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.
- 3.10. The fees will be reviewed from time to time (usually annually) and may be increased by such an amount as the School considers reasonable. Notice of an increase in the fees will be sent

to you prior to the first day of the term before the increase is to take effect.

- 3.11. Fees and any prepaid additional charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.

4. Notice Requirements and Fees in Lieu of Notice

- 4.1. If you wish to withdraw your child from the School other than at a normal leaving date (year 8 at the Prep School or Upper Sixth at the Senior School), you shall either give a Term's Notice to that effect or shall pay to the School fees in lieu of notice. The amount due as fees in lieu of notice shall be the published fee level for the term after you withdraw your child (as per the Schedule of Fees).
- 4.2. If you wish to change your child's place at the School from a full boarding to a weekly boarding or day place, or from a weekly boarding to a day place, you shall either give a Term's Notice or shall pay fees in lieu of notice. The amount due for these fees in lieu of notice will be the difference between the relevant boarding or day fees for the whole term in which the change in boarding or day status is effective.
- 4.3. In cases under 4.1 or 4.2 above, where a Term's Notice is not given, the fees in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a Term's Notice had been given or, in the case of a withdrawal before starting at the School, the first day of the term before your child was due to start at the School. Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you.
- 4.4. It is assumed that a pupil will continue from Lower School to the Third Year and from Fifth Year into the Sixth Form (and parents must in every case give a Term's Notice if that is not the pupil's and their intention) unless the pupil has been unable to satisfy the entry requirements at either stage (see paragraph 7.1).
- 4.5. If you wish to withdraw your child from an activity charged for as an additional charge, you shall either give a Term's Notice to that effect or shall pay to the School a term's charges for the activity in which your child has ceased to participate.
- 4.6. The School's affairs are organised on a termly basis and 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 ceasing to participate in an activity part-way through a term.
- 4.7. For the avoidance of doubt, section 4 of these Terms and Conditions applies should you withdraw your acceptance of a place after submitting the Acceptance Form and paying the Acceptance Fee. This means that if your child doesn't start at the School and you have not given a Term's Notice, you will be liable to fees in lieu of notice as described in section 4.

5. School Rules

- 5.1. It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- 5.2. The School may undertake drugs and alcohol testing of pupils in accordance with its drugs and substances policy. The drugs and substances policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- 5.3. The School reserves the right, subject to applicable data protection legislation, to monitor your child's School's email account, internet use and use of social media for the purpose of ensuring compliance with the School Rules and in connection with the School's legal and

other duties and responsibilities or other legitimate purposes or good practice requirements.

6. Disciplinary Procedures

- 6.1. The Head may, in their discretion, require you to remove or they may temporarily exclude (or in serious or persistent cases, permanently exclude) your child from the School if they consider that your child's attendance, progress or behaviour, including behaviour outside school, is unsatisfactory and in the reasonable opinion of the Head the removal or exclusion is in the School's best interests or those of your child or other children.
- 6.2. The Head may, in their discretion, require you to remove or they may temporarily exclude (or, in serious or persistent cases, permanently exclude) your child if the behaviour of you, or either of you, is, in the opinion of the Head, unreasonable and affects, or is likely to affect, adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- 6.3. Should the Head exercise their right under 6.1 or 6.2 above you will not be entitled to any refund or remission of fees or additional charges due (whether paid or payable) and the Acceptance Fee will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.
- 6.4. The behaviour, rewards and sanctions policy indicates the situations likely to be punishable by suspension or expulsion. The policy is not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- 6.5. The School will act in a way which is fair in all the circumstances when taking decisions under this section 6. The review of serious disciplinary matters is governed by the Discipline and Exclusions Policy.

7. The School's Obligations

- 7.1. Subject to these Terms and Conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of your child's schooling. However, the School shall not be obliged to permit your child to enter the Third Year from Lower School or enter the Sixth Form unless satisfied that it is appropriate to do so having regard to your child's academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations. Where a child does not sit the entrance examination in person at Abingdon School and/or has not been invigilated by Abingdon School staff, progress beyond the first term and/or first year is conditional on their standard of work being in keeping with their entrance examination result and with the level expected by Abingdon School.
- 7.2. While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of your child's education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. The School shall adhere to and comply with the Independent Schools Standards Regulations and National Minimum Standards for Boarding Schools (as amended from time to time).
- 7.3. In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

- 7.4. If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a health professional (including anaesthetic or operation, or blood transfusion (unless you have previously notified us that you object to blood transfusions)).
- 7.5. Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of publication. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely whilst your child remains at home, for example, where the School is required to close the School premises), and we reserve the right to do so. We will give parents notice of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect.
- 7.6. We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose any specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if, in the opinion of the Head, the School cannot provide adequately for your child's special educational needs.
- 7.7. Religious observance, relationships and sex education, and health education at the School shall be conducted in accordance with the information in the Parents' Handbook and relevant School policies.

8. The Parents' Obligations

- 8.1. In order to fulfil our obligations, we need your co-operation, including in particular by: fulfilling your own obligations under these Terms and Conditions; encouraging your child in their studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; providing cooperation and assistance to the School to ensure (so far as reasonable and in appropriate and/or necessary circumstances) that your child can participate and benefit from the School's provision of education to your child in accordance with the terms of this agreement, including where the School wishes to provide such education remotely; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- 8.2. It is a condition of your child joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, special educational needs, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires due to a health risk either presented by your child to others; or presented to your child by others; or by reason of a virus, pandemic, epidemic or other health risk; you undertake to keep your child at home and not permit your child to return to the School until such time as the health risk has been averted. In such circumstances we shall endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- 8.3. You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- 8.4. The School is entitled to treat any communication instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to each of them.

- 8.5. The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- 8.6. We cannot accept any responsibility for the welfare of your child while off the School premises unless your child is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- 8.7. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's complaints procedure.
- 8.8. If both parents are non-UK residents, the appointment of a UK resident guardian is compulsory.
- 8.9. If your child is a student visa holder, it is a condition of your child joining the School that they remain a full boarder for the duration of their course of study, in order to allow the School to meet its sponsorship obligations to ensure suitable care arrangements whilst your child is in the UK.

9. Insurance

- 9.1. You must make your own insurance arrangements if you require cover for your child's person or property while at School or for the payment of fees due to absence of your child or closure of the School premises.

10. Confidentiality, References and Data Protection

- 10.1. We may need to supply personal information, assessment data and a reference in respect of your child to any educational institution which you propose your child may attend. We will also normally be in receipt of such information from schools your child has previously attended. Any reference supplied by us or to us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on your child's ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given in, or correct statements of fact contained in, any reference or report given by us.
- 10.2. You undertake to (i) confirm (or update, if necessary), when requested, such information about you and/or your child that is held by the School and (ii) in any event, inform the School of any change to you or your child's circumstances (including, where applicable, in connection with an entitlement to enter and/or reside in the United Kingdom), or to information about you or your child, that has previously been notified to the School, including relevant contact details.
- 10.3. In order to comply with our responsibilities as a Home Office licensed sponsor for immigration purposes, the School may be required to notify and/or supply information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the United Kingdom Visas and Immigration (UKVI) unit of the Home Office (and to do so whether we actually sponsor your child or not).
- 10.4. We will send information (e.g. school reports) about your child to both parents as a matter of course. Those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to their progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation.

- 10.5. The School will process personal data about you and your child in accordance with the Data Protection Act 2018 and General Data Protection Regulation (as amended or superseded), and any other related legislation. We will process such personal data:
- 10.5.1. as set out in this section 10, and in the School's 'Privacy Notice for Parents and Pupils' which is available on the School website and is appended to these Terms and Conditions.
 - 10.5.2. in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement;
 - 10.5.3. to perform our obligations under this contract, and where otherwise reasonably necessary for the School's legitimate purposes; and
 - 10.5.4. to safeguard and to promote the welfare of your child.

11. Intellectual Property Rights

- 11.1. We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

12. Changes in Ownership etc

- 12.1. For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

13. Cancellation

- 13.1. The School shall be entitled to cancel this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any Acceptance Fee or fees paid to you if you are in material breach of any of your obligations under this or any similar agreement with the School and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these Terms and Conditions).
- 13.2. For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this agreement: (i) failure to pay any fees or additional charges on time on more than one occasion; (ii) you (as opposed to your child) acting in such a way as to give the Head cause to permanently exclude your child under section 6.2 of this agreement; (iii) any other circumstance where your child is permanently excluded from the School in accordance with the terms of this agreement; and (iv) failure or refusal to complete and submit to the School a medical questionnaire in respect of your child.
- 13.3. Either party may cancel this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- 13.4. For the avoidance of doubt, this agreement shall end at the end of your child's schooling which may be at the end of the Fifth Year if your child does not meet any requirements imposed under section 7.1 for entry to the Sixth Form.

14. Force Majeure (ie, circumstances beyond our control)

- 14.1. In this agreement "force majeure" shall mean any cause beyond a party's control (including, for the avoidance of doubt, strikes, other industrial disputes, acts of God, war, riot, civil

commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

- 14.2. In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented by the force majeure while it continues. The School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).
- 14.3. Subject to section 14.2, if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the School shall notify you of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying fees in lieu.
- 14.4. Subject to section 3.11, in the event that your child is unable to attend (or is likely not to be able to attend) the School due to reasons of their severe ill-health or physical impairment caused by a force majeure you shall give the School notice in writing of such circumstances and, you shall, in consultation and cooperation with the School, use all reasonable endeavours to:
 - 14.4.1. mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provision of education by the School, including for example participating remotely); and
 - 14.4.2. resume the performance of the obligations as soon as reasonably possible;
 - 14.4.3. in circumstances where, following the efforts made and steps taken under section 14.4, your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and
 - 14.4.4. in the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months you shall discuss with the School a solution by which this agreement may be performed and, following such discussions, you shall be entitled to cancel the agreement on written notice and without giving a Term's Notice or paying a term's fees in lieu.

15. Communications

- 15.1. When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- 15.2. Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. You must notify the School of any change of address(es) or other contact details.
- 15.3. Notices that you are required to give under these terms and conditions must be in writing addressed to the Head and either:

- 15.3.1. sent by email to the School using this email address: heads.pa@abingdon.org.uk; or
- 15.3.2. delivered by hand to the School; or
- 15.3.3. sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
- 15.3.4. otherwise sent to the School's address by first or second class post.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any clauses of these terms and conditions that you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and a week (during a school holiday period) after sending the notice.

16. Interpretation

- 16.1. Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

17. Consolidated United Nations Security Council Sanctions List

- 17.1. You confirm, by signing the Acceptance Form, that no person with parental responsibility for the pupil starting at the School nor any person paying the fees for the pupil accepted, appears on the Consolidated United Nations Security Council Sanctions List.

18. Jurisdiction and Governing Law

- 18.1. The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.
- 18.2. 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.

19. Variations

- 19.1. 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 the School. The School will give parents notice of any modifications to these Terms and Conditions (on at least an annual basis) via the email mailings regularly sent to parents and guardians. In addition, the School will send you notice of any material modifications prior to the end of the penultimate term before the modifications are to take effect.

Last Reviewed: January 2021

Appendix 1.

Privacy Notice - Parent Contract Terms and Conditions

This appendix to the School's Terms and Conditions is for parents and pupils and explains, in more detail, how Abingdon School and Abingdon Prep School use your personal information.

For the purposes of Data Protection Law (the UK Data Protection Bill and the General Data Protection Regulation) the School is the Data Controller of Personal Data about pupils and their parents and/or guardians (the School's Information Commissioner's registration details are listed in section 1 of the [School's Data Protection Policy](#), published on the School's website). In the main (unless otherwise specified below), the School's basis for processing your and your child's personal data is as a result of either a contractual obligation under the Parent Contract or as a result of legitimate interest - in other words, the School requires this information in order to carry out its ordinary duties.

Personal Data processed by us includes:

- names, dates of birth, nationality and contact details;
- where appropriate, medical / health of financial information;
- national curriculum and other assessment information;
- attendance records;
- information relating to special educational needs or disabilities;
- previous school(s) information, including references and assessment data;
- images of pupils;
- in relation to parents and/or guardians; name, address, email, telephone numbers, occupation, marital status, parental responsibility status and identity (passport in most cases) and visa status (if required as part of our obligations as a UKVI Sponsor)

Some of this data is classified as Special Category Personal Data (sometimes called 'sensitive personal data' as defined in the School's Data Protection policy) such as information about parents' and / or pupils' ethnic group, religious beliefs, financial and relevant medical information. The legal basis for processing this information is usually in order to adequately safeguard the interests of your child but this information may also be processed in order to protect their vital interests or as a result of a legal obligation or because a parent has supplied this information (for a bursary application for instance).

We acquire Personal Data in a number of ways. For example, parents of pupils may provide us with Personal Data about themselves or their family in correspondence, forms, documents, during discussions with staff, and through our website. Every form completed by a parent or child containing personal data will be held in accordance with the School's Data Protection Policy.

Data Check Form

Each academic year, a data check form is sent to parents and pupils (either electronically or in hard copy) that asks for personal data to be checked and data preferences to be updated. It is vitally important that this is completed by parents and pupils to ensure that the School maintains accurate records.

How we use your Personal Data

We commonly use Personal Data for:

- Ensuring that we provide a safe and secure environment;
- Making decisions relating to admissions, bursaries and scholarships;
- Providing pastoral care;
- Providing education and learning for children;
- Enabling pupils to take part in exams and assessments and to monitor and report on pupils' progress and educational needs;

- Providing additional activities for children and parents, such as extra-curricular clubs and educational trips and visits;
- Protecting and promoting our interests and objectives, including fundraising;
- Safeguarding and promoting the welfare of children;
- Where there has been a suspected misuse of the School's ICT facilities;
- Legal and management purposes and fulfilling our contractual and other legal obligations (including our obligations as a UKVI Sponsor)

We may share Personal Data with third parties where doing so complies with Data Protection Law. For example, we may share personal data:

- With relevant statutory agencies or authorities (e.g. for safeguarding reasons or in order to comply with our reporting obligations);
- Where necessary in connection with learning and extracurricular activities and trips undertaken by pupils;
- When a reference or other information about a pupil or ex-pupil is requested by another educational establishment or employer to whom they have applied;
- To enable pupils to take part in national and other assessments;
- To obtain professional advice and insurance for the School;
- Where otherwise required by law or where reasonably necessary for the operation of the School;
- We may also share information about a pupil with their parents where permitted by data protection law, e.g. information about the pupil's academic attainment, behaviour and progress;
- We may need to share special category data (medical for instance), in order to safeguard students' vital interests and welfare, to provide appropriate pastoral care, and to take appropriate action in the event of an emergency, incident or accident, including by disclosing details of an individual's medical condition where it is in the individual's vital interests to do so: for example for emergency medical advice or treatment, to insurance providers or to schools or individual host families caring for our pupils;
- When using the school medical centre, we will routinely share details of any physical injury and medication administered with a pupil's parents. Where a pupil contacts the medical centre for other issues, they will normally be asked for consent to share that information with their parents (however, in the case of any potential safeguarding concern, the pupil will not be promised confidentiality).

Biometric Information, Photographs & CCTV

We do not currently use biometric data (eg. fingerprint identification systems) for school administration purposes (access to buildings, cashless purchasing etc).

We use CCTV recordings for the purposes of crime prevention and investigation and also in connection with our obligation to safeguard the welfare of pupils, staff and visitors to our site. CCTV recordings may be disclosed to third parties but only where such disclosure is in accordance with data protection law. Staff and pupils are also reminded that although the primary purpose of the School's CCTV system is the detection and prevention of crime, any evidence of misconduct captured incidentally on these cameras can be used as evidence in disciplinary matters. There will be no routine monitoring of data captured by CCTV for disciplinary purposes but in the event of an incident or allegation in relation to a visitor, pupil or member of staff, any existing footage may be reviewed if relevant to the allegations.

We may use photographs (and occasionally other media such as video or sound recordings) of pupils for educational purposes or in our publications, including on the school website and on social media, for marketing and promotion purposes. We may also share photographs and other media with third parties for these purposes (for example, for publication in a local or national newspaper). Consent will be sought for the use of photos in line with the [Taking and Storing Images of Children Policy](#) (available on the School website).

Fees

We may make enquiries of pupils' previous schools for confirmation that all sums due and owing to such schools have been paid. We may also inform other schools or educational establishments to which pupils

are to be transferred if any of our fees are unpaid.

Data Retention

Personal data will be stored securely and not be kept for any longer than required for the School's legitimate or lawful purposes. Some records have to be retained for minimum periods by law. As a general rule, when personal data is no longer needed for the purposes for which it was collected, your data will be securely and permanently destroyed as soon as practicable.

The School, as one of the oldest schools in England, maintains a school archive of historical interest. This means that some data that is used for research purposes (and that is compatible with the purposes for which the data was originally collected) may be kept indefinitely if the relevant conditions apply.

For more information on the School's data retention policy or on how long it stores certain types of personal data, please contact the School's Data Protection Officer (dp.officer@abingdon.org.uk).

Alumni and Abingdon School Community

We share your contact details and information about your involvement with the School with the Development and Alumni Relations Office. The Development and Alumni Relations Office forms part of the School and exists to support the Abingdon Foundation with events, communications and fundraising initiatives. The Development and Alumni Relations Office has its own Privacy Notice that explains more fully how it uses data belonging to alumni and the Abingdon School community (including current and former parents, governors, staff and friends). This is available here:

<https://www.abingdon.org.uk/the-oa-club/the-club/how-the-oa-club-operates/oa-privacy-notice/>

Your Rights

You have rights in respect of your personal data and these are explained in the School's Data Protection Policy document. However, If you would like any further information please contact the School's Data Protection Officer (dp.officer@abingdon.org.uk).