OXFORD MILLWOOD SCHOOL

TERMS & CONDITIONS

<u>What these terms cover:</u> These are the Terms & Conditions on which we provide educational services. The following documents form the basis of a legally binding Contract between the Parents and Oxford Millwood School (OMS), part of Blenheim Schools:

a) **Online Application Form**
b) **Terms & Conditions**
c) **Letter of Offer**
d) **Acceptance Form**

<u>Why you should read these Terms & Conditions:</u> Please read these terms carefully before you accept our offer of a place at Oxford Millwood School (OMS) for your child. These terms tell you who we are and how - and on what basis - OMS will provide educational services.

In these terms you will see some parts written in bold or highlighted to stand out. This is an effort to draw certain provisions to your specific attention because they are important to the operation, good management and forward planning of OMS, the education and welfare of pupils and our provision of educational services.

If you think there is a mistake in these terms, or if anything in these terms is unclear, please contact the School Administration office for further explanation or clarification ***before you sign the contract.***

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1. **INTRODUCTION**

1.1 WHO WE ARE: We are Oxford Millwood School, part of Blenheim Schools, a company registered in England and Wales. Our registered office is Atria, Sa Road, Bolton, BL1 4AG. In this document we are also referred to as OMS or The School. We are part of Blenheim Schools, owned and operated by the Outcomes First Group.

1.2 VARIATIONS: These Terms & Conditions are subject to change from time to time to reflect changes in the law or in custom and practice at OMS. The latest version of our Terms & Conditions is published on our website and will supersede any previous versions of the Terms & Conditions that may have been issued.

1.3 FEES AND NOTICE: PLEASE READ SECTIONS 4 AND 5 CAREFULLY - they deal with your responsibility to pay School fees, the action OMS can take against you if fees are not paid and the Notice period you must give if you wish to Withdraw your Child from School without being charged.

1.4 MANAGING CHANGE: OMS, like any other school, is likely to undergo a number of changes during the time your Child is a pupil here. Please see Clauses 7.14-7.16 for further details of the changes that may be made and the notice procedures that will apply.

1.5(a) CONTRACTUAL DOCUMENTS: The Online Application Form, OMS' Terms & Conditions, Letter of Offer and Acceptance Form are the legally binding contractual documents (jointly referred to as the Contract) which will be entered into by OMS and the Parent(s) signing the documents. Our school website, prospectus, privacy policy, fees list, policies, email confirmations or correspondence, School reports, marketing or event information or any other document shared by, sent to or supplied by the school to parents DO NOT form part of the contract and are NOT contractual documents. If any documents referred to in these Terms & Conditions are not supplied to you, we are happy to provide them at any time, please contact us.

1.5 (b) Verbal statements DO NOT form part of the legal contract. Any comments, statements or discussions made by staff during visits to the school, open days, events, parent meetings or in conversations either in or outside school with parents do not form any part of this contract unless otherwise agreed in writing. Whilst all such information we believe will be correct and is intended to give an indication of the history, ethos, operation and educational provision of the school, it does not amount to a representation on which any Parent may rely. If any parent wishes to place reliance on any such verbal communications, they should seek a written confirmation of that matter from the Head, stating clearly the purpose of the enquiry.

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2. DEFINITIONS

In these Terms & Conditions the following words and phrases will have particular meanings which are helpful to define to ensure consistency and certainty. Such defined terms are set out below and when used in these Terms & Conditions they will have the meaning given to them here:

2.1 “**The School”, “OMS”, “we”, “us”, “our”** means Oxford Millwood School including Forest Farm Primary or Senior School and includes any future constituted school of Oxford Millwood School or successor thereto.

2.2 **“Parents”, “you”, “your”, “they” or “their”** means any person who has signed the Acceptance Form as a parent or guardian of a child or a person who, with the school’s written consent, replaces a person who has signed the Acceptance Form. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms & Conditions.

2.3 **“Parental responsibility”** means someone legally responsible for the child. Those with parental responsibility are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the welfare and best interests of the child.

2.4 **“Child”** or **“Pupil”** in this contract means the child named on the Acceptance Form. The age of the pupil will be calculated according to British custom. A Pupil can be any age - although usually they will be between 2 and 17 years - and they must be on roll and attending OMS.

2.5 **“Head”** or **“Principal”** means the Headteacher of OMS, the person who is responsible for the day to day management of the schools, including anyone to whom such duties have been duly delegated

2.6 **“Proprietor”** means the School’s owners and the organisation or individuals responsible for the overall guidance, management, compliance and development of OMS.

2.7 **“Acceptance Form”** means the form provided by OMS for parents to complete when accepting a place for their child at an OMS

2.8 **“Contract”** means the legally binding contract between the Parents and OMS comprising the documents specified in clause 1.5 above.

2.9 **“Deposit”** means the amount set out and referred to as the deposit on the online Application Form and confirmed in the Acceptance Form. It is separately set out in the Fees List and may vary from time to time.

2.10 **“Fees”** means the Termly fees charged to parents to cover all the costs incurred in the usual course of the education by the School of your Child. They include the provision of any necessary educational materials unless the School specifies in writing that these need to be funded by parents. Fees charged will be as defined in the current Fees List relevant to the current date. Fees are for attendance at Primary or Senior School as specified in the Contract and covering a **“Term”**, which is a defined number of weeks as set out in the school’s annual calendar. OMS has three **“Terms”** per academic year and current dates are listed on the school website and on request.

2.11 **"Supplementary Charges"** means any additional fees charged by the school, including specialist support lessons, minibus fees, extra sessions, Early Bird or After School Clubs, school trips, extra curricular activities, fees charged for damage to school property or equipment as a result of wilful action by the Pupil(s), membership or subscriptions required (once approved by parents), indemnity costs charged to Parents as a result of OMS incurring losses or having to pay the cost of legal action as a result of non-payment of fees or other legal issue, any other ancillary or extraordinary costs as detailed to the parent in relation to the provision of educational services for their Child.

2.12 **"Award"** means a discount, bursary, financial assistance or other award or concession in relation to a Pupil and/or the fees payable in respect of that pupil.

2.13 **"Funding Body"** means an entity which funds in full or part a Pupil's fees. This is usually the Local Education Authority/County Council but can be a Department of State, corporation, charity or other legal entity

2.14 **"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 OMS. It does not form part of the contract between Parents and the School. A copy of the procedure is available on request and can also be found on the school's website.

2.15 **"Exclude"** or **"exclusion"** means the restriction of a pupil's access to School on a temporary or permanent basis. Exclusion can be internal (where Pupils are in school but in a restricted area) or external (where Pupils are outside of School) depending on the decision of the Head. "Suspension" is the cessation of a place at OMS, usually on a temporary basis. The most serious sanction is Permanent Exclusion from School. Fees are still expected to be paid in the case of Permanent Exclusion.

2.16 **"School hours"** means the normal hours of the School day, as advised to parents and as amended from time to time by OMS.

2.17 **"Policies"** means the School's policies published from time to time and available on request and on the School's website.

2.18 **"Privacy policy"** means the School's policy on the processing of personal data, which can be found on the school's website and which is also available at any time on request.

2.19 **"Registration fee"** means the fee in the amount determined by the School as detailed on the Online Application Form. The registration fee amount may vary from time to time.

2.20 **"Online Application Form"** is the online form accessible through the School website which captures data about the Parents and Child, details the educational provision requirements, collects Parents' Registration Fee and Deposit and makes a formal application to the School for consideration. This document forms part of the

Contract as it specifies the information provided about the Child, Parents, any special education need or circumstance, contact information, parental responsibility, fee payment and many other pertinent details upon which we rely in order to make our decision whether to offer a place at our School.

2.21 **"Term's Notice"** or **"Notice"** means written notice given to the School's Administration team by the Parents not later than the first day of the Term preceding the Term to which the Notice relates, (i.e. Notice for non-attendance in Summer Term must be given by the first day of Spring Term.) as defined in Section 5 below.

2.22 **"Notice of Withdrawal"** or **"Withdrawal"** means provision of a formal written Notice by Parents that a Pupil is to cease attendance at OMS. The Notice of Withdrawal must be given in writing not later than the first day of the Term preceding the Term to which the Notice relates and must be signed by all signatories of the Acceptance Form, as defined in Section 5 below.

2.23 **"Writing"** means any form of written communication, including email.

2.24 **"Fees in lieu of Notice"** means the penalty payment payable by the signatories of the Acceptance Form if a full Term's Notice has ***not*** been given as detailed in clause 2.20-2.22 above. **School Fees are payable in full for the term in lieu of Notice at the rate that would have applied had the Pupil attended**. One term's Fees in lieu of Notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual cost will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.

2.25 **Headings** used to introduce separate provisions are for ease of understanding only. Singular words include the plural and vice versa. Any illustrations given in these Terms & Conditions using the words 'for example', 'such as' or 'including' are provided as general examples only, they are not intended to be exhaustive nor to be relied upon as accurate estimates in any way.

2.26 **"Force Majeure"** is an event beyond the reasonable control of the parties to this agreement and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

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3. ADMISSIONS AND ENTRY

3.1 Applicants are considered for admission to the School (that is, allocation of a place at OMS) and entry to the School (that is, the date upon which a Pupil first attends OMS under these Terms & Conditions) when a completed Online Application

Form has been fully and duly completed and the non refundable Registration Fee and refundable (as specified under clause 3.2 below) Deposit paid.

3.2 The Deposit forms part of the general funds of the School until it is credited without interest to the final payment of the Fees or other sums due to the School on the Pupil leaving the School. It will be refunded if the Pupil does not take up a place at the School after the Acceptance Form has been signed **only** if a full OMS Term's notice is given as specified in Clause 3.7.i below. The deposit is refunded in full if OMS do not offer a place to a Child following completion of the Online Application Form or if OMS later decides it cannot meet pupil need.

3.3 Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time. If OMS do not offer a place to the Pupil, the Contract between the School and the Parents will immediately terminate.

3.4 An offer of a place at OMS for a Pupil is accepted when the Parents submit a duly and fully completed Acceptance Form. **At this point a legally binding Contract is formed** between the Parent(s) and OMS, comprising the Online Application Form, Letter of Offer, Acceptance Form and these Terms & Conditions. This contract is, however, subject to the notice periods and termination provisions detailed in Clause 3.7 and Section 5 below.

3.5 Parents are required on the Online Application Form to declare any educational or material information which will affect the Child's education or the care provided by the School to the Child. This includes (but is not limited to) details of any special educational need (with supporting reports; educational psychological assessment, psychiatrist assessment report or medical report where possible); details of parental responsibility, court orders or family issues affecting the Child's welfare, safety or happiness; social, developmental, behavioural or emotional issues that OMS needs to be aware of to better care or educate the Child; any health or disability information; any other relevant issue that Parents need OMS to know.

3.6 While it is hoped that Pupils in the Primary School will progress to the Senior School, OMS has no duty to offer a place to any Pupil to move to the next educational stage. Parents will be notified of the process for applications to move into the Primary or Senior School in good time to allow such applications to be made and processed. If Parents do not wish their Child to move up to the next OMS school they must give a full term's Notice of Withdrawing their child from school, as per Section 5 below. If OMS believes that another educational setting would better suit your Child or that it cannot meet your Child's educational needs moving forward, we will notify Parents in good time so they can seek an alternative provision, where possible this will be a Full Term's Notice.

3.7 **Withdrawing the Acceptance of a Place before the Child joins the School**

3.7.i. - If Parents wish to withdraw their Acceptance of a Place after signing the Acceptance Form but before their Child starts at the School, Parents must give

OMS Written Notice before the first day of the term immediately preceding the term in which the child was due to start.

Specifically: OMS has three terms per academic year.

- **If your child is due to start in Spring Term (January) but you wish to withdraw them, you must give notice by the 1st of the preceding September, which is the start of Autumn Term**
- **If your child is due to start in Summer Term (March/April depending on when Easter falls) but you wish to withdraw them, you must give notice by the 1st of the preceding January, which is the start of Spring Term.**
- **If your child is due to start in Autumn Term (September) but you wish to withdraw them, you must give notice by the 1st of the preceding April.**

3.7.ii. - If Parents provide the correct period of notice as specified in 3.7.i, and as detailed in Section 5 below, their deposit will be refunded and no further fees will be payable.

3.7.iii. - **If Notice is not provided** before the first day of the term immediately preceding the term in which the Child was due to start as detailed in Clause 3.7.i (or if no Notice is provided at all) **a Term's Fees In lieu Of Notice will be payable by the signatories of the Acceptance Form and will become due and owing to the School as a debt.** The Term's Fees will be charged at the rate applicable for the term in which the Child was due to start, according to the current published Fees. Where applicable, such Fees will be reduced to take account of any bursary or discounts Awarded.

3.7.iv. - If circumstances alter or there becomes a material reason why OMS cannot provide the place offered in the Offer Letter, which occurs after the Acceptance of a Place has been signed, OMS can in its absolute discretion withdraw the Offer of a Place without further reference and terminate the contract. Should such a situation occur every effort will be made to give as much notice to Parents as possible.

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4. FEES

4.1 <u>WHO IS LIABLE FOR FEES</u> - All individuals who have signed the Acceptance Form are liable for and have a responsibility to ensure that all Fees and Supplementary Charges are paid to OMS one month in advance of the start of the Term to which they relate. OMS may not allow your child to attend the School if you do not pay on time. For example, if a child is starting school on 7th

September for the Autumn Term, then Autumn Term fees must be paid by 7th August. **The Contract applies to all signatories of the Acceptance Form who are jointly and severally liable and responsible for payment of all fees unless this is otherwise specified in Special Conditions on the Offer Letter.**

If fees are paid in full by the Local Education Authority and OMS has documentation confirming that arrangement, the parental responsibility is then limited to chasing the LEA on behalf of OMS if fees are not paid. Additionally parents are responsible for any non-termly or supplementary fees - such as school trips and additional classes - which will be agreed with parents prior to costs being incurred.

4.2 An agreement between the Parents and a third party (for example a grandparent or trust) to pay Fees will not release the Parents from the responsibility and liability for the relevant Fees if the third party fails to make the relevant payment. The School is entitled to refuse or return a payment from a third party at its sole discretion. If the school agrees that a third party will make payment for a Pupil, a separate agreement will be drawn up to be signed by the third party accepting liability for payment and Parents will need to sign as Guarantor of the agreement. The third party will need to read these Terms & Conditions and agree to be fully compliant with them.

4.3 **HOW CAN FEES BE PAID** - (A) Fees may be settled with the School by termly or annual direct debits. BACS transfer or debit card payments. Certain additions to School Fees, such as After School and Holiday Clubs, may be paid by Tax Free Childcare Vouchers or other eligible Childcare Voucher Schemes, by agreement with the school

(i) Termly payment - OMS has three terms per academic year and the termly payment schedule is as follows:

AUTUMN TERM: Invoices are issued in July, payment must be made in August

SPRING TERM: Invoices are issued in November, payment must be made in December

SUMMER TERM: Invoices are issued in March, payment must be made in April

4.4 **All Fees are due and payable as cleared funds before the commencement of the Term to which they relate**. If an item on the Fees invoice is under query, Parents must pay the remainder of the invoiced items before Term commences. The only exception to this is when a special agreement has been made in writing between the Parents and OMS for the deferment of Fees or because an Award has been given (such as a discount or bursary).

4.5 DISCOUNTS AND BURSARIES - A discount is offered if Parents pay in advance for an entire academic year or three consecutive terms. Currently this discount is 5% but this is subject to change as per Clause 7.14(viii) below. Special rules apply however for annual payment and Parents must be aware that NO REFUND is possible for annually paid Fees

4.6 All discounts and bursaries are reviewed annually. Any discount eligibility will be confirmed with Parents in writing and will continue to be honoured by OMS until we notify Parents otherwise. We reserve the right to withdraw any payment terms, discounts, bursaries or concessions at any point without reference to any other party. Parents will be informed in writing of the Award and/or removal of all discounts and bursaries. Every Award is a discretionary privilege and subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and its staff fairly, reasonably and supportively at all times.

4.7. CHANGES TO THE CONTRACT - A Parent who has signed the Acceptance Form jointly with the other Parent of the same Pupil may only withdraw from this Contract with the School by providing a Term's Notice and the written consent of the other Parent.

4.8. **If Parents wish to withdraw their Child from OMS then a clear Term's Notice must be given or full fees for a Term in lieu of Notice are payable, as detailed in Section 5 below.**

4.10 REFUNDS - **Save where the School has a legal liability to make a refund of any Fees, no Fees shall be refunded or waived.** For example, Fees will not be refunded or waived where:

4.10.i. - The Pupil is absent through illness or holiday or a reduced timetable is agreed to meet the pupil's educational need

4.10.ii. - The Term is shortened or extended

4.10.iii. - The Pupil is released home before or after public examinations or otherwise before the end of Term

4.10.iv. - The School is temporarily closed due to adverse weather conditions or industrial action (whether or not lawfully sanctioned) by staff

4.10.v. - A Force Majeure Event lasting less than 90 days

4.10.vi. - For any other reason, other than exceptional circumstances or cases of genuine hardship, and this then is at the sole discretion of the Proprietors.

4.11 REIMBURSEMENT OF FEES

In any instance where a reimbursement of fees is agreed, for any reason, OMS will issue a credit note to be added to the Pupil's account. This will result in a reduction of fees payable on future invoices. A cash refund will not be issued unless:

(i) The School is legally obliged to provide this or

(ii) In cases where the Pupil's place at OMS has been ended by the School or Funding Body and a refund is made by the Proprietor's at their discretion or

(iii) Where a Pupil's fee payments have been paid by parents and subsequently a Funding Body agrees to make payments, then the original payment from the parent will be refunded once the fees have been paid by the Funding Body or

(iv) In the case of a dispute situation where the School's complaint procedure has been followed and either the independent adjudicator and/or the Proprietor's agree or are compelled to make a cash refund as a result of the outcome of the complaints process or

(v) At the sole discretion of the Proprietors for any kind of exceptional circumstances or situation to which they are privy and give instructions for a refund to be made in that rare instance

4.12 NON PAYMENT OF FEES The following action may be taken by the School for non payment of fees or if Parents persistently fail to pay Fees on time:

a) If your Child has not yet started at OMS and Fees are unpaid, we will not admit your Child to the School.
b) If your Child is attending OMS and Fees are unpaid:

i) We can charge you a late payment fee if you pay late. If you do not make payment to the School by the due date specified on your termly invoice we may make a late payment charge of £5 per day for outstanding fees and unpaid extras each term. We will notify you in writing if Late Payment charges are to be applied. Parents must pay the School the Late Payment Fees in addition to the overdue amount.

ii) If the non payment is for Supplementary Charges we may refuse to allow your child to participate in the relevant activity, trip, event or support service until the Fees are paid.

iii) If Parents part pay or underpay invoices for Fees, OMS reserves the right to charge interest on the difference between the full amount of invoice due and the underpayment, unless an existing query in writing has already been raised against the reason for underpayment and then interest will only be charged before the date that the written notification was received.

iv) OMS will set any payments made by the Parents against the earliest debt of Fees owed by the Parents to the School. The Parents agree that a

payment made to the School in respect of one Pupil may be set against the unpaid Fees account of any other Pupil of the same Parents or Parent.

v) If Fees remain unpaid at the start of Term, OMS can suspend your Child's place and not admit them to The School until payment is made. In the case of siblings, all siblings will be suspended from school if any school fees remain unpaid.

If fees remain unpaid in full or part after Term has started, we may Suspend the Pupil's place or the sibling of any unpaid pupil at any point and we can attribute payments made for one sibling to another sibling if one debt precedes the other. . If this is to happen, OMS will give Parents three days written notice of our intention to Suspend the Pupil's place. The period of Suspension will continue until Fees are paid in full.

If a Pupil is suspended for a period of 28 days or for two or more periods which together add to 28 days of Suspension in any academic year, the Pupil shall be deemed Withdrawn immediately on Notice to the Parents and a Term's Fees in lieu of Notice plus any other Fees already unpaid will fall due. Suspension in these circumstances is not a disciplinary matter and no review with the Principal or Proprietors will take place.

Please note, we have a legal duty to inform the Local Education Authority of no school attendance and OMS will report your child's Suspension/non school attendance to the LEA if it exceeds 5 school days.

vi) OMS can recover its costs for late or non payments. If OMS incurs any legal, administrative or other costs while recovering or attempting to recover unpaid Fees or Supplementary Charges from Parents, Parents will be responsible for paying the costs incurred. This could include legal costs allowable by the courts if judgement is made in the School's favour.

vii) OMS shall be entitled to withhold or decline to provide references, information or property while Fees are overdue but shall not do so in a way that will cause direct, identifiable and unfair prejudice to the interests of the Pupil.

viii) OMS can inform any other school or educational establishment to which you propose to send your child of any outstanding Fees or Supplementary Charges which exist. We can also notify them of your payment history and any record of persistent late or non payments that occurred.

4.13 ANNUAL FEE INCREASES - **OMS increases its Fees each academic year. The current level of increase is between 5% and 10% annually and this currently takes effect in Autumn Term of each year**. This is subject to change however as per Clause 7.14(viii) below.

4.13.i. Notice of the increase will be sent to Parents prior to the end of the penultimate term before the increase takes effect. This will allow Parents time to consider the increase and, if they wish to withdraw their Child from the School before the proposed increase, they will have time to provide the required Term's Notice of Withdrawal to the School, as specified under Section 5 below. For example, if the increase is to take place in Autumn Term, Parents will be notified at the end of Spring Term of the increase. This allows them to give notice by the start of Summer Term that they will not be taking up their place in Autumn Term.

4.13.ii. If OMS does not give notice before the end of the penultimate term, Parents will have 21 days from the notification of the fee increase to give Notice of Withdrawing their Child from OMS. If notice is given within 21 days from the date on the Fees increase correspondence - and the reason for withdrawal is cited as objection to the Fees increase - then no payment in lieu for the Term will be applied and no further fees will be payable.

4.14 PRIVACY AND IDENTIFICATION - By signing this contract Parents consent to OMS (in accordance with the Privacy Policy) contacting other educational establishments that your Child has previously attended to confirm the Parents' past payment record. Parents also consent to OMS passing on payment history information to any other school or educational establishment a Pupil may be going to attend.

4.15 As part of statutory requirements, independent schools now require a copy of a child's passport or birth certificate prior to the child starting school. If your child was born outside of the UK we may also require copies of parent passports and/or visa documentation as well. By signing this contract Parents agree to providing this information when requested. Other identity documents may also be requested to comply with anti-money laundering or other legislation.

4.16 ADDITIONAL FEES - OMS may charge additional fees at its discretion and these will be notified to Parents in advance where possible. Usual charging of additional fees includes:

a) Late payment of invoices fee. An additional charge of £5 per day will be added to invoices not paid by the due date.
b) Late collection fee - parents that do not collect their children punctually at the end of the school day may be charged a late collection fee. This is to cover additional payments to the two members of staff who must remain after work to look after children that are not collected promptly. The current charge is £20 for the first ten minutes late and then £1 per minute thereafter but this charge is subject to change. Please see the Uncollected Child Policy on the school website for more details. (The Uncollected Child Policy is not a contractual document).

c) Requirement for additional educational support. If OMS identifies that a child has an additional requirement for support in order to access the curriculum, enhance their learning experience or fully participate in their education - whether or not a special educational need has been identified - then OMS reserves the right to charge an additional fees of between 20 percent and 30 percent above the standard current appropriate termly fee. If specific additional support is identified as being required, such as a teaching assistant needing to be employed for a specific child, these fees will also be charged to parents - following discussion - as appropriate.
d) School trip or event fee - OMS may charge parents for the cost of school trips, events or transport costs. Parents will be notified about any such occurrences and this will be invoiced to parents.
e) Educational materials - OMS may charge parents for any additional or exceptional educational materials required by their child. Parents will receive notification from school if such a charge is to be made and any necessary discussion will take place between school and parents. OMS will invoice parents for these charges.
f) If your child damages school property or equipment or any property not belonging to them, OMS reserves the right to send an invoice to parents to repair or recompense for the damage.

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5. NOTICE

PLEASE READ THIS NEXT SECTION CAREFULLY. We set out here what period of Notice is required by OMS if Parents wish to Withdraw their Child from School, what penalties are applied for lack of correct Notice and when OMS may terminate a Contract.

5.1 **IF A PARENT WISHES TO GIVE NOTICE OF THEIR CHILD LEAVING OMS then a FULL TERM'S NOTICE IN WRITING IS REQUIRED.** This full Term's Notice period applies both for Pupil's already attending OMS and for Pupils who have not yet started at the School.

To be specific: OMS has three terms per academic year - Autumn Term, which begins in September; Spring Term which begins in January and Summer Term which begins after Easter (March/April). Notice must be given a full term in advance of a pupil leaving OMS.

- **If your child will not attend OMS in Spring Term (January), then you must give notice by the 1st of the preceding September, at the start of Autumn Term. Notice must be received in writing by the office or Principal by 1st of September or Spring Term fees will be payable.**

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- **If your child will not attend OMS in Summer Term (starting March/April depending on the Easter holiday), then you must give notice by the 1st of the preceding January. Notice must be received in writing by the office or Principal by 1st of January or Summer Term's fees will be payable.**
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- **If your child will not attend OMS in Autumn Term (September), then you must give notice by the 1st of the preceding April, which is close to the beginning of Summer Term. Notice must be received in writing by the office or Principal by the 1st of April or Autumn Term's fees will be payable.**

5.1.i. **Written Withdrawal Notices must be sent either directly to the Principal and/or the School Administration Office.** If you wish to email your signed Notice of Withdrawal please send it to admin@oxfordmillwoodschool.co.uk. Our postal address is Oxford Millwoodi School, Forest Farm, Elsfield, Oxfordshire, OX3 9UW. OMS will acknowledge receipt of the Notice of Withdrawal within 7 days. If Parents do not receive this acknowledgement,they should urgently contact the School. **Please note that if you do not have the acknowledgement from The School, OMS may not be able to accept that notice was given.**

5.1.ii. On giving Notice of Withdrawal, **Parents must inform the School of the arrangements for the Child's ongoing education**. This is to safeguard the interests of the Pupil and to allow the School to discharge its legal obligations. Parents acknowledge and agree to this as part of these Terms & Conditions.

5.1.iii. **The Parents' Withdrawal Notice will only be accepted by the School if it has been given in writing and signed by the Parent or Parents (as applicable) who originally signed the Acceptance Form,** unless there has been a change in circumstances such that, in the School's opinion, it is not practical to expect one of the Parents to sign the Notice or one of the Parents provides written authority that the other may give a Term's Notice on behalf of both of them. A Term's Notice may also be given by any other person whom the School accepts has Parental Responsibility (but will only take effect if all the original signatories sign the Notice unless the School waives this requirement for the reasons given above). Notice given by a person with Parental Responsibility does not affect the liability of the Parents under these terms and conditions. It is expected that Parents will consult with the Head before Notice of Withdrawal is given by the Parents.

5.2 **IF CORRECT NOTICE IS NOT GIVEN** then OMS will charge a Term in lieu of Notice. Due to our termly organisation and allocation of resources, OMS will charge Parents if they do not provide OMS with the required period of Notice, to cover the School's losses. In such circumstances we require Parents to pay OMS a sum equivalent to the Fees and/or Supplemental Charges that would have been paid had

the required Term's Notice been given. ***We refer to the relevant sum payable as "Fees in lieu of Notice".***

5.2.i. The Fees in lieu of Notice will be calculated based on the School's standard published Fees rate in force at the relevant date. **In addition to the Fees in lieu of Notice, any overdue Fees, Supplementary Charges or other Fees which the Parents have incurred** a liability to pay at the date of withdrawal (such as school trip fees, uniform purchase charges etc.) **will also fall due**.

5.2.ii. **Sums due** in lieu of a Term's Notice **will become payable** by the Parents to the School as a debt **on the first day of the Term** which would have been the final Term if provision of a Term's Notice had been given.

5.2.iii. OMS does not make any exceptions to the Fees in lieu of Notice rule because it has held a place for your Child, turning others away, and tuition and all material costs are made in advance on the assumption of the numbers of children attending OMS. The charge of a Term's Fees represents a genuine pre-estimate of the School's loss in these circumstances and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staff and other resources.

5.2.iv. If a Pupil's place is Suspended for more than 28 days consecutively or during the academic year for non payment of Fees then Notice of Permanent Suspension of a Place may be given to the Parents and a full Term's Fees in lieu of Notice will fall due. This will be based on exactly the same criteria and create the same liability for Parents as detailed in 5.2.i/ii/iii.

5.2.v. If it is necessary for OMS to seek settlement of unpaid Fees through a debt collecting agency/third party or by legal means, **Parents agree to indemnify OMS for any costs/fees incurred as a result of the Parents' failure to pay Fees**. Such costs/fees arising will be added to the principal debt and added to the amount to be settled by Parents in lieu of Notice or in addition to that invoice.

5.3 **MID-TERM WITHDRAWAL** - It is not possible for Parents to reduce the amount of Fees due or to obtain a refund of Fees by Withdrawing a child part-way through a Term. OMS is organised on a Termly basis and a full Term's Notice is always required, so there is no reduction for mid-term Withdrawals.

5.4 **FINANCIAL HARDSHIP** - Parents should contact OMS as early as possible if financial hardship is being experienced. While we cannot waive notice periods we can sometimes help by restructuring payment arrangements. We may in these circumstances remove late fees on the account on the condition that agreed payments are not missed.

5.5 **TERMINATION OF THIS CONTRACT BY THE SCHOOL** - On rare occasions, OMS may wish to terminate the Contract with parents and Withdraw the Offer of a Place at OMS for a Child. This would not be done without good cause and/or consultation with the Parents and, if appropriate, the Pupil. OMS may wish, for

example, to terminate the contract if we feel that OMS can no longer meet a child's needs and they will benefit from a different educational environment. The Deposit paid by the Parents may be refunded without interest less any outstanding balance of Fees, depending on the circumstances of the Contract Termination.

OMS also reserves the right to terminate the contract and ask for the Withdrawal of any child, individual or family unwilling or unable to adhere to school policy, where there is the possibility of continual disruption to the School's activities as the result of a Child's continuing attendance or if the Parents have not paid School Fees. In the case of unpaid fees as the reason for termination, fees are still due and must be paid in full. For all other cases, the return of any fees is discretionary and these situations are always subject to OMS Terms & Conditions. For more information please see Clauses 6.18vi and vii.

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6. ETHOS, EXPECTATIONS AND CONDUCT

6.1 **THE ETHOS OF OMS** We aim to foster a caring, supportive School community where every member is valued, every difference celebrated, every relationship (whether between staff/pupils or pupil/pupil) is positive, respectful and based on mutual understanding. We are a small School and so most issues that arise and go unnoticed in larger schools are not an issue at OMS as they are noticed promptly and dealt with immediately. Bullying, harassment, victimisation and discrimination will not be tolerated at any level. The School and staff will act fairly in relations to Pupils and Parents and we expect the same of Pupils and Parents in relation to the School.

6.2 **ATTENDANCE AND ABSENCE** - The Parents will inform the School of any reason for their Child's absence from School in accordance with the Attendance Policy. If the absence is due to any reason except illness, prior consent should be sought from the Principal. **Please notify us in Writing why your child is absent from School by emailing both the office (admin@oxfordmillwoodschool.co.uk) and your child's class teacher.**

6.3 If all individuals with Parental Responsibility are to be absent overnight or for a 48 hour period or longer, OMS must be told in writing the name, address and telephone number of the responsible adult who will have temporary guardianship of the Pupil. OMS must also be informed of the duration of the Parents' absence and given authorisation to contact the temporary guardian, regarding the Child, during the Parents' absence.

6.4 OMS believes that regular attendance at school has a profound outcome on a Child's education. Attendance is monitored at OMS and Parents will be contacted if a Pupil's attendance level becomes a concern.

6.5 **PARENTS' OBLIGATION UNDER THIS CONTRACT** - Parents are expected to ensure their Child attends School regularly and in a positive state that enables them to be ready to learn.

Parents are expected to provide any requested official documentation on behalf of both themselves and their child, including but not limited to passports and identification documents for all parties, residency or immigration status proof and any other legal or verification documents required.

6.6. Additionally OMS expects parents to:

i) Maintaining positive and constructive relations with the Principal and School staff (including where the School is exercising its rights and performing its obligations under this contract)

ii) Encourage your Child in his/her studies, giving appropriate support at home

iii) Notifying the School of any absence by email to the admin office (admin@oxfordmillwoodschooli.co.uk) and class teacher, via a telephone call or in person.

iv) Ensuring a Pupil attends School punctually and suitably equipped.

v) Ensuring children are collected from school punctually. (Additional fees may be applied for persistent late collection, see clause 4.15b above)

vi) Keeping the school up-to-date and informed of matters which affect or may affect your Child (including circumstances which arise at any time that may affect your ability to pay the Fees and Supplementary Charges for your Child)

vii) Ensuring that all details or information notified or otherwise disclosed to the School about you and/or your Child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld

viii) Providing cooperation and assistance to the School so that your Child can participate in and benefit from the School's provision of education, (including where the School may wish/need to provide such education remotely)

ix) Attending meetings and keeping in touch with the School where your Child's interests so require

x) Send their Child to school wearing appropriate clothing for the conditions at School/outside and suitable for the participation in any school activities. Necessary winter clothing includes a warm coat and outdoor shoes/boots. Younger children may also require a hat and gloves. Summer attire includes a sunhat and the pre-school application of sunscreen. If PE is taking place on a certain School day, Pupils should attend in suitable clothing for sports.

xi) Parents agree to be available to come and collect their child from school if contacted by OMS for any reason. This may be required for many reasons but may

include a child being unwell, distressed or involved in a disciplinary incident. Parents must ensure that at least one contact on the pupil's list of contacts is available at all times if OMS needs to make contact and a child needs to be collected from school.

xii) Comply with all items in this Contract and particular attention is drawn to items 6.2 above and 6.7 to 6.18 below, which are all contractual obligations that Parents must agree to when signing this Contract

6.7. Parents must notify OMS about any health/medical conditions or special educational needs affecting the Pupil. This information forms part of the contractual documents. Additionally a medical questionnaire has to be completed in respect of your Child when they start at OMS. Parents must inform the School of any health or medical conditions, special education needs, disability or allergy that your Child has or may subsequently develop, whether long-term or short-term, including any serious infections. You must also provide us, whether upon further request by the School or other way, any reports or other materials relevant to any of the same.

6.8. Parents must notify OMS of any court order that relates to, or may impact upon, the provision of education for your Child. This information forms part of the contractual documents. The School should promptly be furnished with copies of all relevant documents or pertinent parts of them, whether upon request or otherwise. If at any time during the Pupil's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) (i) your child's attendance at the School (including its premises) and/or the School's provision of education for your Child; (ii) your Child's living and/or contact arrangements, (iii) your Child's education, welfare and/or upbringing and/or (iv) the payment of Fees and/or Supplemental Charges.

6.9. Parents must take responsibility for keeping their child at home if advised by the School that their Child is a health risk to others or if a health risk is presented to your Child by others or by reason of a virus, pandemic, epidemic or other health risk. In these cases Parents must undertake to keep the Pupil at home and not permit him/her to return to School until the health risk has passed (including incubation time for potential infections revealing themselves). Where it is considered appropriate in such circumstances we will try to continue to provide education to your Child remotely during such a period, for example by sending work assignments electronically.

6.10. We require Parents to nominate a 'responsible adult' for us to contact if we are unable to reach Parents. This nominated adult as identified by you must be able to make decisions relating to your Child and the School if you are absent or non contactable. OMS must have full contact details for the nominated adult but contact will only be made with them in the absence of contact with a Parent.

6.11. We are entitled to expect that Parents have consulted with each other regarding decisions relating to their Child. As part of this contract each holder of Parental Responsibility, as detailed on the Online Application Form, acknowledges

and agrees that, prior to and during the Pupil's time at the School, the School is entitled to assume:

(i) Any instruction, authorities, request or prohibition received from one Parent is regarded as having been given on behalf of both Parents with the exception of (iii) below.

(ii) Any communication from the School to one Parent is regarded by the School as being given to both Parents

(iii) EXCEPTION - Any communication regarding NOTICE OF WITHDRAWAL is excluded from shared responsibility. Withdrawal Notices will only be accepted if communications are received from all parties that signed the OMS Acceptance Form.

(iv) OMS will not be held accountable for non receipt of correspondence.

6.12 **COMPLAINTS AND CONCERNS** - If Parents want to raise concerns with the School and/or make a formal complaint then the School should be informed without undue delay.

In the first instance OMS invites Parents to discuss any concerns or complaints with the Head.

Formal complaints should be made in accordance with the OMS Complaints Policy and procedure, which is available from the School on request and is also on the School website. The Complaints policy/procedure are not Contractual documents.

6.13. **COMPLIANCE WITH SCHOOL POLICIES AND AUTHORITY** - It is a condition of remaining at OMS that Parents and Pupils comply with School Policies and any School Rules notified to Parents in Writing, whether that is by correspondence, via notices put up in classrooms/public areas, sent home with Pupils or listed on the School website.

6.14. The Parents accept that the School is run in accordance with the authority of the Proprietors and Head, who are entitled to exercise a wide discretion in relation to the School's policies, rules and regime. In relation to parental concerns raised or where the status of the Pupil is at issue, the Head will exercise such authority in a reasonable and lawful manner and with procedural fairness.

6.15. The Parents accept the authority of the Head or of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action the Head considers appropriate to safeguard and promote the welfare of the Pupil and the School community as a whole.

6.16 **PRIVACY AND DATA PROTECTION**

(i) By signing the Acceptance Form and by agreeing to be bound by these Terms & Conditions, Parents authorise OMS to process their personal information and

information relating to their Child and family (including financial and sensitive personal information) as is deemed necessary for the legitimate purposes of the School. **Please refer to our Privacy Notice for full information** on how we are able to process your information and how you can change your communication preferences at any time. The Privacy Notice is available from the School office and also via the School website. The Privacy Notice is not a Contractual document.

(ii) By signing the contract you agree that OMS may contact you regarding the care and welfare of your child, retain information on your child and family and communicate with you about school events, regulatory or legal issues relating to your child's education or on any other matter relating to the function and activity of the school as detailed on our Privacy Notice. You may alter your communication preferences at any time.

(iii) The school reserves the right, subject to applicable data protection legislation as detailed in our Privacy Policy and as per our Information Technology, E-Safety and Acceptable Use Policies, to monitor your Child's email communications. OMS also manages the use of the internet within School and does not allow access to social media or inappropriate sites. We do this for various reasons, including complying with our policies, safeguarding Pupils, meeting our legal and other responsibilities and to maintain good practice.

(iv) Where necessary we reserve the right to confiscate School IT equipment and temporarily confiscate a Pupil's personal mobile phone, tablet or other IT equipment.

6.17. **HEALTH & SAFETY**

(i) Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction at OMS. Parents also give their agreement for appropriate and proper contact for providing comfort to a pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare.

(ii) Parents consent to their child participating in contact and non-contact sports and other activities as part of the normal School and extracurricular programme and acknowledge that while the School will provide appropriate supervision, the risk of injury cannot be eliminated.

(iii) At OMS your Child will never be subjected to any kind of corporal punishment.

(iv) We may undertake drug testing of your child in accordance with our Drugs Policy. This policy, obviously relating to older pupils at OMS, has been adopted with the aim of safeguarding the health and safety of all pupils. We may also test for alcohol if it appears that a Pupil has consumed alcohol, in breach of the School's Code of Conduct and relevant policy. These tests will not be recorded on the Pupil's permanent medical record.

(v) OMS reserves the right to refuse entry to children who are unwell or suffering from infectious diseases.

(vi) **Emergency medical treatment** - While all efforts will be made to contact parents in the event of an accident or illness OMS retains the right to take such action as the Principal thinks fit. This includes hospitalisation in an emergency or other emergency medical treatment as recommended by a doctor. This could include anaesthesia, an operation or blood transfusion (unless you have previously notified us you object to blood transfusions)

(vii) Medical Declaration - The Parents will be asked to complete a Medical Form which must detail any medical condition, health problem or allergy and will inform the school if a Pupil is not fit to take part in certain school activities. Parents should also declare any health conditions of the Application Form. If Pupil's develop any medical or health conditions during their time at OMS, the Parents must inform the School in writing.

(viii) Health reason for sending a Child home - If OMS believes your Child is at risk because of a virus/pandemic/epidemic or other health risk present at School, we will ask you to keep your child at home and not permit him/her to return to School until the health risk has passed. Where it is considered appropriate in such circumstances we will try to continue providing education to your child remotely during such periods.

(ix) If your Child is unwell during the school day, or should they be injured for any reason, we may require you to come and collect them and take them home to be looked after or to be seen by medical or health professionals as appropriate. Parents must supply the School with at least two emergency contact numbers that can be used in case of School needing to urgently contact you during the school day. Parents must come and collect an unwell child if requested to do so or arrange for an authorised adult to collect the Child on your behalf.

6.18 DISCIPLINARY ACTIONS AND SANCTIONS - If there is an allegation of misconduct, complaint received or evidence of a breach of the Code of Conduct or School rules, the Head will carry out an investigation, collect information and decide on any sanction that needs to be applied.

(i) As part of the **Head's enquiries**, the Pupil may be questioned and, if appropriate, their belongings may be searched. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that the Pupil's parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action. Where necessary, arrangements will be made for the Pupil to be accompanied and assisted by a Parent/guardian or teacher of the Pupil's choice.

(ii) All investigations, especially those that could lead to Suspension, Exclusion, removal or withdrawal of a Pupil, will be handled fairly and in an unbiased manner. All reasonable efforts will be made to notify Parents so they can attend a meeting with the Head before a decision is taken in such a case.

(iii) As part of an investigation, except as required by law, the School and its staff will not be required to divulge any confidential information, the identities of Pupils or others who have given information, details of the complaint or any other information which the Head acquires during the investigation.

(iv) **At the Head's discretion, a pupil may be Suspended or Excluded**, especially in serious or persistent cases, if the Head considers that the Pupil's conduct or behaviour (including behaviour outside school) is unsatisfactory and that the Suspension or Exclusion is in the School's best interests and/or those of the Pupil and/or other pupils.

(v) The type of poor behaviours or breaches to the Code of Conduct which could result in Suspension or Exclusion include (and this is not an exhaustive list):

- theft

- violence towards or intimidation of another pupil or parent or member of staff

- use of alcohol/tobacco/drugs

- incidents of a sexual nature

- racist or other discriminatory abuse

- serious damage to school property

- criminal activity

The Head may also decide that Suspension is justified for a lesser offence where there has been previous misbehaviour. All aspects of the Pupil's record at the School may be taken into account.

(vi) The Head or Proprietors on behalf of OMS may also **ask Parents to remove their Child** from the School (or offer Parents the opportunity to Withdraw the Pupil rather that there be a formal Exclusion of the Pupil) if it is considered the behaviour or conduct of a Pupil or the Parents or either of them is:

- unreasonable
- adversely affects (or is likely to affect) the Child being sanctioned or other Pupils' progress at the School or the wellbeing of the School or its staff
- damages or is likely to damage the reputation of the School or bring it into disrepute
- not in accordance with the Parents' obligations under these Terms & Conditions
- because the School has a legal right to end the contract because of something the Parents have done or failed to do (for example, behaving in a threatening or abusive way towards members of School staff or other Pupils/Parents)

- Failing to cooperate with the School in a way which the School considers places a Pupil at risk
- The Pupil's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the Pupil is unwilling or unable to benefit sufficiently from the education opportunities and/or community life offered by the School
- parents have persistently failed to pay the Fees when due

(vii) **If the Pupil is Withdrawn as an alternative to Exclusion** then Fees for the current Term and any overdue Fees as at the date of Withdrawal as an alternative to Exclusion, including any Fees for which the Parents have incurred a liability at the date of Exclusion will be payable, but no notice of Fees in lieu of notice shall be required. In this instance the Deposit will be returned without interest.

(viii) **If a Pupil is Permanently Excluded** there will be no refund of the Deposit, which the School will retain. Fees for the current Term and any overdue Fees as at the date of Exclusion, including any Fees for which the Parents have incurred a liability at the date of Exclusion will be payable, but no notice of Fees in lieu of notice shall be required.

(ix) Parents are reminded that, **during a period of Suspension or Exclusion, it is the Parents' responsibility to ensure the Pupil is properly supervised** by a responsible competent adult at all times and the School cannot, and does not, accept any responsibility to provide or oversee such supervision during any such period.

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7. EDUCATION AND PASTORAL CARE

7.1. **PASTORAL CARE** is a thread that runs throughout all aspects of life at OMS and is directed towards the happiness, success, safety and welfare of each Pupil and the integrity of the School community. During the time your Child is at OMS we are committed to take all reasonable care to safeguard and promote your Child's welfare and provide pastoral care to at least the standard required by law and often to a much higher standard. We will respect your Child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others.

7.2. If a Pupil is of sufficient maturity and understanding, he/she has certain legal rights which OMS must and will observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural and/or adoptive parents. If a conflict of

interest arises between the Parent(s) and the Pupil, the right of, and duties owed to, the Pupil will in most cases take precedence over the right of, and duties owed to, the Parent(s). OMS also reserves the right to ask for signed letters detailing the rights of access to a Child prior to admission in the event of any known dispute between Parents, or any dispute that arises after the Pupil's attendance begins, whether or not the legal system is involved in the dispute. Safeguarding issues however are overriding and OMS will always act appropriately in responding to safeguarding issues, regardless of the rights and duties owed to either pupil or parent.

7.3. OMS celebrates all religious observances and beliefs. Many different types of religious worship or theology may be discussed with your Child while at OMS. If you object to this, or have particular religious requirements, please put these in Writing to the Principal.

7.4 OMS will put procedures in place to try and prevent the loss of Pupil's clothing, shoes/boots, lunchboxes and food items while on School premises. We ask Parents to label items wherever possible. It is a fact however that items do go astray and OMS does not accept responsibility for the loss or damage of these items.

7.5. Pupil's personal property, such as mobile telephones, electronic devices, watches, computers/laptops/tablets, musical instruments or sports equipment (including bicycles and scooters), keys, glasses/spectacles etc., are the responsibility of the Pupil, who must use these items safely and keep them secure. OMS does not accept responsibility for the loss or damage of Pupil's personal property or any accidental injury that may arise from the Pupil using their personal property unless the School has caused the loss/injury through negligence or by being guilty of some other wrongdoing. **We recommend that Parents make their own arrangements to correctly insure Pupil's valuable personal property.**

7.6. Leaving School premises - OMS will do all that is reasonable to ensure that Pupils remain in the care of the School during School Hours but we cannot accept responsibility for the Pupil if they leave School premises in breach of School Rules and procedures.

7.7 EDUCATION - The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Pupil and to provide education to at least the standard required by law in the particular circumstances.

7.8. The School will exercise reasonable care and skill in providing educational services for the Child while they remain a pupil at OMS but cannot guarantee that the Pupil will achieve his/her desired test or examination results or that results will be sufficient to gain entry to other educational establishments.

7.9. The School's undertaking to exercise reasonable skill and care in respect of a Pupil's education and welfare is an obligation that applies 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. We cannot accept any responsibility for the welfare of Pupils while off the School premises unless he/she is taking part in a school activity or otherwise under the supervision of a member of School staff.

7.10. OMS will monitor your child's progress and character at the School and produce regular written reports as well as giving you verbal reports at Parent meetings and otherwise by arrangement. School reports are for the benefit and advice of Parents/Pupil and are not Contractual documents.

7.11. Any school reports or references provided to students, parents, other educational establishments, apprenticeship providers or employers will be given conscientiously and with all due care and skill but otherwise without liability on the part of OMS.

7.12. **OMS will advise you if we have any concern about your Child's progress but we do not undertake to diagnose dyslexia or other specific conditions or learning difficulties**. A formal assessment can be arranged either by Parents or the School at the expense of the Parents. You may be asked to withdraw your Child without being charged fees in lieu of Notice if, in the opinion of the Principal, the School cannot adequately meet your Child's special educational needs.

7.13. If a Child shows indications of having special educational needs or has social or behavioural difficulties that require extra support, we reserve the right to offer specific school hours and/or provide additional support for the Child, paid for by parents. **If additional staff are required to support the Pupil, the Parents will be charged for the extra care the Child needs.** At all stages this will be in discussion with Parents but the Child's welfare will be the priority for Oxford Millwood School and not the convenience of the Parents. Please be aware of our policy on this matter.

7.14 CHANGES TO HOW THE SCHOOL OPERATES - OMS, like any other School, is likely to undergo a number of changes during the time your Child attends with us. OMS reserves the right to make changes at the School as it deems necessary. Our website describes the broad principles on which the School is presently run however, from time to time, it may be necessary to make changes to any aspect of the School. These changes may include (but are not limited to):

(i) CURRICULUM - The School reserves the right to organise the curriculum and its delivery in a way which, in the professional judgment of the Head, is most appropriate to the School community as a whole. We will endeavour to inform Parents of changes and the reasons for them as soon as practicable. If Parents have specific requirements or concerns about any aspect of the Pupil's education or progress, they should contact the Pupil's Teacher or other appropriate member of staff as soon as possible, or contact the Head in case of serious concern.

(ii) METHOD OF DELIVERY - We may need to change the way we provide education for your child, for example providing distance learning if the School premises are closed.

(iii) SCHOOL DAY - OMS may change its School Hours or days of operation, Term length or schedule within the School Hours

(iv) FACILITIES - We may change the location of the School your Child attends, restrict certain areas of the location or building, alter the facilities available or make some available/unavailable, change the usage of buildings or facilities, restructure classrooms or other school areas both inside and outside buildings etc.

(v) PERSONNEL - OMS staffing can be altered at the School's discretion, staff roles and responsibilities can be changed at any time during the academic year and, of course, there will be changes to the staff complement at the School over time.

(vi) CLASSES AND STRUCTURE - OMS can change the size, composition, location or age range of classes at any point. The School may also change the age of Pupils it accepts on its roll or admits to the School. Additionally pupils are placed in classes according to their academic and social needs and development (not necessarily their national curriculum year group) and may be moved between classes at the school's discretion.

(vii) DISCIPLINARY FRAMEWORK - The School Code of Conduct, School rules and the defined disciplinary framework may be altered at any time and reissued by the School at its discretion.

(viii) FEES AND DISCOUNTS - OMS increases its Fees annually. At the School's discretion Fee increases/decreases may happen more/less frequently, the percentage increase/decrease may alter from the published 5% to 10% which currently exists, the timing of the increase may change (it is currently Summer Term each year but this may be altered), discount levels and finance fees offered may be increased/decreased or removed, different areas of the School or educational services may be charged a higher/lower rates or on different payment cycles, payment options may be changed and any other aspect of Fee charging, bursary or discount provision or financing may be altered.

(ix) CORPORATE REORGANISATION - OMS may undertake a corporate reorganisation exercise and/or a merger or a change of ownership may occur. For these and other corporate reasons, the benefit and burden of this Agreement may be freely assigned to another party at the discretion of The School.

(x) OTHER - We reserve the right to alter any aspect of the educational provision offered to Pupils and/or Parents as deemed necessary by the Proprietors/Principal of OMS.

7.15 **OMS will provide Notice of any significant changes** which will affect your Child's education or experience at OMS in the penultimate term before the change is to take place, wherever possible. (Staff changes for example may not be advised

more than a term in advance if the change is a result of illness or personal circumstance that requires the teacher to be away from their post suddenly.) This Notice in advance will allow Parents time to consider the proposed change and, if they wish to Withdraw their Child from School before the proposed change(s) take effect, there is time for Parents to give the required Full Term's Notice period as specified in Section 5.

7.16 **OMS reserves the right to offer an alternative place at its Schools** to that requested by Parents on the Online Application Form if we believe it is in the best interest of the Child.

7.17 **Sex education** - Pupils may receive health and life skills education appropriate to their age in accordance with the curriculum from time to time ***unless*** Parents give formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.

7.18 **Public Examinations** - OMS will make every effort to help all Pupils reach their full potential in all areas of their school life. The Principal, teachers, Parents and Pupil will work together to select the public examinations and examination level best suited for each student. However OMS can, at its discretion, decline to enter a student for a particular examination or select the exam level it feels will offer the student the best chance of success, even if this is not the choice of the Parents or Pupil. OMS will use its professional judgement in these cases and will at all times have the Pupil's best interest at the core of its decision making process. OMS can also decline to enter students for public examinations for other reasons and it is under no obligation to specify the reasons for its decision but these may include non-attendance at School by students, non payment of school Fees by Parents, failure by the student to engage with the course etc.

7.19 **Intellectual Property** - OMS reserve the right to use Pupils' work to promote the interests of the School, including exhibiting it, publishing it in newsletters or written material or transmitting it digitally to appear on the School's website, intranet or in marketing material. Where individual or group work is retained for examination or marking purposes, every effort will be made to preserve that work but OMS does not accept liability for any loss or damage caused by factors outside the direct control of the Head or staff. This includes the loss of copyright or original work by examination boards or external moderators/teachers.

7.20 Forest Farm Primary and Senior Schools organise a variety of educational visits for Pupils. By signing the Acceptance Form or agreeing to be bound by these Terms & Conditions the **Parents consent to the Pupil taking part in any educational visit**. The cost of educational visits are payable in advance and the school reserves the right to prevent Pupils taking part in educational visits if overdue Fees remain unpaid. The Pupil shall be subject to School rules in all respects when engaged in educational visits and if additional costs are incurred by OMS as a result of having to protect the Pupil's safety and welfare or to respond to breaches of discipline while on educational visits, these costs will be invoiced directly to Parents.

Such items may include taxis, bus/train/air fares, medical costs, professional advice, any other pertinent costs.

7.21 Parents give their consent to their Child travelling by any form of public transport, in a coach/bus hired by OMS and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

8. CONFIDENTIALITY, DISCLOSURE AND SAFEGUARDING

8.1. Parents must disclose to OMS in confidence and as soon as possible, either before joining the School if known at the point of Application or when matters arise if the Pupil is already attending:

a) Any known medical condition, health problem or allergy affecting the Pupil

b) Any history of learning difficulty on the part of the Pupil or any member of his/her immediate family

c) Any disability, special educational need, behavioural/emotional/social difficulty on the part of the Pupil

d) Any family circumstances or court order which might affect the Pupil's welfare or happiness

e) Any concerns about the Pupil's safety

f) Any significant change in the financial circumstances of the Parents

8.2. **In the instance of safeguarding or welfare concerns**, the Parents authorise the Principal to override their own and (in so far as they are entitled to do so) the Pupil's right to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. This can include consultation with or reporting to external agencies. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have.

8.3. **Parents may request that OMS keep information about their child confidential**. The request must be made in Writing to the Head and must state the nature of the confidentiality request. Parents should request an acknowledgement of their letter. Confidentiality requests can include ensuring a Pupil's presence on OMS' registers and roll is kept confidential and any personal information about a Child is handled on a strictly need-to-know confidential basis.

8.4. Parents will be asked on the Acceptance Form to indicate if they wish to exclude their Child from photography or recording sessions or the use of their photograph or image on any material used by the school including written, exhibited and digital

media. However Parents are encouraged to write to the School to underscore this confidentiality issue if it is of critical importance.

9. GENERAL CONTRACTUAL MATTERS

9.1 It is the **intention of OMS Management** that these Terms & Conditions, which have been carefully written, are applied consistently and without exception so that a firm foundation for the School's operation is established. OMS also intends that these Terms & Conditions achieve a balance of fairness between the rights and needs of Parents and Pupils and those of the School community as a whole. We aim to ensure that OMS, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline through the School community to ensure compliance with the law.

9.2 **In the event of a Force Majeure Event** as defined in Clause 2.25 above, if either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues. As per Clause 2.25, no refund will be given for the first 90 days of a Force Majeure Event. If the event continues for a period greater than 90 days, the party who provided notification shall notify the other party of the steps to be taken to ensure performance of this Agreement and to agree payment terms.

9.3. For the purpose of clarity **these Terms & Conditions, the Online Application Form, the Letter of Offer, the School Fees Payment Agreement (where relevant) and the Acceptance Form are collectively referred to as the Contract.** The contract was written by Oxford Millwood School and is governed by, and falls exclusively under, the jurisdiction of the Courts of England. If OMS chooses not to enforce any part of the Contract, or delays in enforcing that part, this will not affect its right to enforce the same part later (or on a separate occasion) or the rest of the Contract. If it transpires that OMS cannot enforce any part of this Contract, this will not affect its right to enforce the rest of the Contract.