

**DURLSTON COURT SCHOOL TRUST LIMITED  
PARENT/SCHOOL CONTRACT**

**STANDARD TERMS AND CONDITIONS**

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**1. ETHOS AND AIMS OF THE SCHOOL**

The School aims to: provide an academic education of the highest quality, underpinned by the pursuit of excellence and high expectations for all; deliver a broad, well-balanced curriculum and a wealth of extra-curricular, artistic and sporting opportunities; enable each pupil to fulfil their potential, within a culture of praise and encouragement; foster a happy, secure, disciplined environment, in which each individual's contribution to the community is valued; instil values and attitudes in keeping with the Christian tradition and to encourage an awareness and tolerance of other faiths; develop happy, well-rounded, self-disciplined, well-mannered, caring, confident young people and foster the partnership between parents and school.

**2. DEFINITIONS**

**"Acceptance Form"** means the form provided by the School for Parents to complete when accepting a place at the School.

**"Code of Conduct"** is the School's policy on how Pupils of the School are expected to behave. A current copy of which is available on request from the School.

**"Complaints Procedure"** is the School's procedure for raising and resolving serious concerns and complaints about such matters as care, safety and quality of education, as amended from time to time. A current copy of which is available on the School's website or on request from the School.

**"Deposit"** means the sum set out in the current Schedule of Fees and the Acceptance Form. On acceptance of a place at the School, the Parent must pay the Deposit to the School.

**"Extras"** are amounts additional to School Fees, approved by Parents or reasonably incurred by the Pupil or the School on behalf of the Pupil, and the cost of any loss or damage caused by the Pupil, other than fair wear and tear. The School reserves the right to charge for such loss or damage at full replacement cost. Extras include individual music lessons, after school clubs, trips and external examinations. Any additional charges incurred by the School in providing for the special education needs of the Pupil, approved by Parents in advance, shall be charged as supplemental to the School Fees.

**"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).

**"Governors/Governing Body"** mean(s) the Governors of the School who are appointed from time to time in accordance with the School's constitution as an incorporated charitable trust and who are responsible for governance of the School.

**"Head"** is the person appointed to the position by the Governors, responsible for the care and proper discipline of Pupils while they are attending the School, for the day-to-day management of the School and for the curriculum, including all other persons delegated to undertake such responsibilities and duties.

**"Parent/ Parents"** means any person or persons with legal or *de facto* parental responsibility for a Pupil's attendance at the School including natural parent, adoptive parent, step parent or legal guardian or any body or person having parental and legal responsibilities for the care and welfare of the Pupil and, in relation to financial obligations, any person who has signed the Acceptance Form or otherwise guaranteed payments to the School in relation to the Pupil.

**"Parent/School Contract"** is the agreement between the Parents of a child admitted to the School and the School constituted by the School's offer of a place and the Parents' acceptance of that place for their child.

**"Pupil"** means a child of whatever age admitted by the School to be educated.

**"Schedule of Fees"** means the School's list of fees, as amended from time to time. A copy of the current version of which is sent to Parents with the letter offering a place at the School.

**"School"** means Durlston Court Preparatory School (Durlston Court School Trust Limited).

**"School Fees"** means the fees payable to the School in respect of the Pupil at the rate set, from time to time, in the Schedule of Fees.

**"Term"** is the period between the beginning and end of each School Term including the first day and the last day of the Term.

**"Standard Terms and Conditions"** means these terms and conditions, as amended from time to time.

**"Term's Fees in lieu"** means School Fees in full at the rate for the Term that would have applied had the Pupil attended and which would have been payable in respect of a Pupil not benefiting from a bursary, scholarship or other award or allowance.

**"Term's written notice"** means notice given in writing not later than the first day of the Term to which the notice relates and expiring at the end of that Term

which must be addressed to the Head and actually received by him or signed for by the Head's Secretary or the Bursar on the Head's behalf.

### **3. OFFER AND ADMISSION**

- 3.1 A Pupil will be considered as a candidate for admission and entry to the School when the Registration Form has been completed and returned to the School and the Registration Fee has been paid. Admission and entry will be subject to the availability of a place and the Pupil satisfying the admission requirements at the time.
- 3.2 The payment of a registration fee (currently £50) does not guarantee an offer of a place. Registration fees are non refundable.
- 3.3 The School will normally offer a place to the Pupil by letter to the Parents. The Head is solely responsible for the offer of places to Pupils.
- 3.4 Parents accept the offer of a place at the School for the Pupil by completing and submitting the Acceptance Form annexed to the Standard Terms and Conditions and by payment of the Deposit as detailed in the offer.
- 3.5 The offer may be open for acceptance for a limited time only. Failure to accept the offer within the specified time may result in the offer being withdrawn.
- 3.6 The Deposit is not refundable if the Pupil does not take up a place at the School or if the Pupil leaves the School before Reception class entry.
- 3.7 The Deposit will form part of the general funds of the School until it is credited without interest to the final payment of School Fees or other amounts due at the time the Pupil leaves the School.
- 3.8 If the Parents cancel acceptance of a place after submitting the Acceptance Form and paying the deposit but before the Pupil starts at the School, a Term's Fees in Lieu must be paid in full unless a Term's Written Notice is given. The Deposit is non refundable. Cases of serious illness or genuine hardship may receive special consideration on written request to the School's Bursar.

### **4. CANCELLATION, WITHDRAWAL AND TERMINATION**

- 4.1 A Term's written notice must be given before a Pupil is withdrawn from the School or a Term's Fees in lieu will immediately become due and payable as a debt at the rate applicable to the Term in question. It is expected that a Parent or a duly authorised education guardian will consult with the Head before notice of withdrawal is given.
- 4.2 Half a Term's written notice is required to discontinue individual music lessons or half a

Term's Extras for such activity will be immediately due and payable in lieu as a debt.

- 4.3 Any costs incurred by the School for any school trip which the Parent has agreed the Pupil will participate in will be immediately due and payable as a debt if the Parent wishes to withdraw the Pupil from the school trip.
- 4.4 If the School considers there is good cause, it may terminate the Parent/ School Contract on one month's written notice following reasonable consultation with the Parents or on less notice in respect of an expulsion or required removal. The Deposit will be refunded without interest less any outstanding amounts. Any terms which expressly or impliedly have effect after such termination will continue to be enforceable notwithstanding termination.

### **5. ATTENDANCE AND GOOD BEHAVIOUR**

- 5.1 The School's expectations of pupil conduct are set out in the Code of Conduct.
- 5.2 It is a condition of remaining at the School that the Pupil complies with the Code of Conduct as amended from time to time.
- 5.3 Pupils are expected to take a full part in the activities of the School. In particular, the Parents undertake to ensure that the Pupil attends School regularly and punctually, works hard, takes full part in the School's activities and conforms to such rules of appearance, dress and behaviour as are issued by the School from time to time. The Head must be informed in writing of the reason for any absence of the Pupil from School. Wherever possible the School's prior consent should be sought for absence from the School.
- 5.4 Pupils are not permitted to bring dangerous or illegal objects or substances to School. If there are reasonable grounds for suspecting that a Pupil has been using illegal drugs or alcohol, the Head may require the Pupil to submit to testing for drugs or alcohol in accordance with suitable procedures. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.
- 5.5 The School reserves the right to monitor the Pupil's e-mail communications and Internet use. The Head may take disciplinary action against any Pupil found to have accessed unsuitable material.
- 5.6 The Head cannot be held responsible for a Pupil whilst the Pupil is absent from the School in breach of School discipline.

### **6. CARE AND EDUCATION**

- 6.1 Parents accept that the School will be managed in accordance with the authorities delegated by the Governing Body to the Head and that the Head is entitled to exercise a wide discretion in relation to the School's policies and regime. Such discretion will be exercised reasonably, in a lawful manner and with procedural fairness.

- 6.2 The Head reserves the right to organise and deliver the curriculum, including such matters as class size and setting (which may change from time to time) in such manner as the Head considers appropriate to the School as a whole.
- 6.3 The School will do all that is reasonable to safeguard the Pupil's welfare and provide pastoral care to the standard required by law.
- 6.4 The Head will be in loco parentis while the Pupil is a pupil at the School and will act so as to care for the Pupil's well-being and, together with the staff of the School, may act in ways that are apt and proper for the welfare and tuition, especially the reassurance of a Pupil in difficulty, and to ensure appropriate conduct and security in the School generally. The Parents consent to reasonable physical contact between teaching staff and Pupils but corporal punishment will never be used.
- 6.5 The Head will take prompt remedial action, keeping the Parents informed, if the Head has any cause to be concerned for the safety or personal welfare of the Pupil. The Parents should inform the School without delay if they are concerned as to a matter of safety, care, discipline or the progress of the Pupil.
- 6.6 The School will provide, pursuant to the curriculum, health and life skills education appropriate to the age of the Pupil unless written notice is received that the Pupil should not participate in that part of the curriculum.
- 6.7 If the Pupil will be residing during Term time under the care of someone other than a Parent, the Head must be notified immediately in writing. Where both Parents are absent overnight or for longer periods, the Head must be notified of a suitable person who has agreed to take full responsibility for the Pupil when not at School and who can, if necessary, come to the School at short notice.
- 6.8 Unless the School is notified to the contrary, the Parents consent to the Pupil participating, under proper supervision, in contact sports and in other normal sports and activities, which may entail some risk of physical injury.
- 6.9 The School will monitor each Pupil's progress and produce regular written and oral reports (including parents' meetings) of the Pupil's progress and, on request, particulars of the results of any public examinations. All such reports and any information provided by the School concerning examinations, further education, career prospects, progress and references will be made with all due care and skill but otherwise without liability on the part of the School. The Head may, after consulting with the Parents, decline to enter a Pupil for a public examination if, in the Head's professional opinion, the Pupil is not ready or his/her prospects in other examinations would be damaged.
- 6.10 The Parents will give written notification if the Parents are aware or believe that the Pupil (or anyone of his or her close family) has a learning

disability and provide to the School copies of reports and information. The School will do all that is reasonable in the case of each Pupil to detect signs of learning difficulties, particularly at key stages, but the School does not undertake to diagnose dyslexia or other specific conditions. Parents will be notified promptly if it appears that the Pupil may need formal assessment or referral for expert medical diagnosis, which can be arranged, if required, either by the Parents or by the School at the Parents' expense. Parents may be asked to withdraw the Pupil if, after consultation, in the opinion of the Head, the School cannot provide adequately for the Pupil's special educational needs. School Fees in lieu of notice will not be charged.

- 6.11 All copyright and other intellectual property rights in relation to work carried out by a Pupil in conjunction with any staff or other Pupils at the School for purposes in connection with the School shall be and remain the property of the School. Copyright in the Pupil's original work will belong to the Pupil and all such work (but not examination scripts) will be released to the Pupil when no longer required by the School for purposes of assessment, display and any other such use. The School will take reasonable care to protect the Pupil's work but cannot accept liability for loss or damage caused by factors outside the direct control of the Head and the staff.

## 7. HEALTH

- 7.1 It is a condition of the Pupil's joining the School that the Parent completes and submits to the School a medical questionnaire in respect of the Pupil. The Parent undertakes to inform the School of any health or medical condition, disability or allergy that the Pupil has or subsequently develops, whether long-term or short-term, including any infections.
- 7.2 A Pupil of sufficient age and maturity is entitled to insist on confidentiality which can nevertheless be overridden in the Pupil's own interests or where necessary for the protection of other Pupils or staff of the School.
- 7.3 Either the Head or the Parents, as appropriate, will inform the other immediately in writing if the Pupil has been in contact with or develops any infectious disease or infection, or has or develops any known medical condition, health problem, disability or allergy, or will be unable to participate in games or other School activities. The Head, normally with the consent of the Parents, may seek a medical opinion as to the Pupil's general health at any time.
- 7.4 If the School so requires, due to a health risk presented either by the Pupil to others or to the Pupil by others or by reason of a virus, pandemic, epidemic or other health risk, the Parent undertakes to keep the Pupil at home and not permit him/ her to return to the School until such time as the health risk has been averted.

- 7.5 Parents consent to administration of first aid and, if requested by them, of necessary medication by appropriately qualified persons. If a Parent cannot be contacted in time, the Head may also consent to a Pupil receiving emergency medical treatment, whether under the National Health Service or privately, from qualified personnel and by any appropriate means necessary for the Pupil's welfare (including anaesthetic, operation or blood transfusion in the United Kingdom, as recommended by doctors).
- 7.6 Confidential information about a Pupil may be disclosed on a confidential basis if deemed to be in the interests of the Pupil or necessary for the well being of other Pupils or staff of the School.

## 8. SCHOOL FEES AND EXTRAS

- 8.1 School Fees cover the usual costs of the education generally offered by the School, including the provision of any necessary educational materials, pastoral care and food, unless otherwise notified by the School.
- 8.2 The costs of any other activities, in which the Pupil may take part subject to the Parents' agreement, such as external examinations, individual music lessons, trips, after school clubs and other extra-curricular activities, may be charged as Extras. In particular, any additional charges incurred by the School in providing for the special educational needs of the Pupil will be charged as Extras.
- 8.3 Fees and Extras and any late payment charges under 8.5 below invoiced by the School are due and payable in full by the first day of each Term. Any sum tendered that is less than the sum due and payable may be accepted by the School on account only. In the event that any item of the bill is queried, the balance of the bill must be paid.
- 8.4 Concession to payment of all or part of the Fees and Extras by instalments is subject to and on such terms as may be agreed in writing by the Bursar with the Parents.
- 8.5 A charge comprised of interest (2% per month or part thereof) will be made for late payment of all amounts unpaid at their due date. Cheques and other instruments delivered at any time after the first day of Term will be presented immediately and will not be considered as payment until cleared. The Parent consents to the School informing any other school or educational establishment to which the Parent proposes to send the Pupil of any outstanding fees. A Pupil excluded from School while invoices remain unpaid may be deemed withdrawn without notice 28 days after exclusion.
- 8.6 Each person who has signed the Acceptance Form is jointly and severally responsible for payment of Fees, Extras and late payment charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the Fees, Extras and late

payment charges due, unless express written release has been given by the Bursar to look exclusively to any other person for payment of the fees or any part of them. The School reserves the right to refuse a payment from a person other than the Parents. A payment made in respect of one child may be appropriated by the School to an unpaid account of another child of the same Parents.

- 8.7 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.
- 8.8 An agreement with a third party to pay the fees or any other sum due to the School does not release the persons who have signed the Acceptance Form from any liability under the terms and conditions.
- 8.9 If the Pupil has been awarded a scholarship/bursary, the Parent's 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, the Pupil'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 the Pupil, the Parent shall be notified in advance.
- 8.10 The School Fees will be reviewed from time to time (usually annually) and may be increased by such amounts as the School considers reasonable. Notice of an increase in the fees will be sent to the Parent prior to the end of the penultimate term before the increase is to take effect.
- 8.11 Fees and Extras are not refundable nor will they normally be waived as a result of absence due to illness or otherwise.
- 8.12 At the Head's discretion, a Pupil may be excluded from the School on three days notice until all outstanding amounts have been paid in full. The Head may consider that a Pupil has been removed from the School without notice if full payment has not been received within four weeks from the date of exclusion, whereupon a further Term's Fees in lieu will immediately become due and payable as a debt at the rate applicable to the Term in question in addition to all other outstanding School Fees and Extras. "Exclusion" means that the Pupil may not return to the School until all arrears of School Fees have been paid and may also be used as a general expression covering "suspension", "withdrawal", "expulsion" or "removal". The School reserves the right to withhold any references while invoices remain unpaid.
- 8.13 In view of money laundering legislation, the School may require evidence satisfactory to it of the identity of any persons paying School Fees or may decline to accept cash payments.

## 9. DISCIPLINARY PROCEDURES

- 9.1 Parents hereby confirm that they accept the authority of the Head and staff on the Head's behalf to take reasonable disciplinary or preventive action necessary to safeguard and promote the welfare of each Pupil and the School as a whole.
- 9.2 The Head may in his discretion require the Parents to remove a Pupil from the School either temporarily or, in serious or persistent cases, permanently if, after consultation with the Parent, the Head reasonably considers that the Pupil's attendance, progress or behaviour (including outside School) has, after due warning, been inconsistent with standards required or is seriously unsatisfactory.
- 9.3 The Head may in his discretion require the Parent to remove or may suspend or, in serious or persistent cases, expel the Pupil if the behaviour of the Parent is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely the Pupil's or other children's progress at the School or the well-being of the School staff or to bring the School into disrepute. Parents may be permitted to withdraw the Pupil with the School's consent as an alternative to removal. If the Pupil is removed or withdrawn the terms regarding Fees and the Deposit will apply as for expulsion.
- 9.4 Should the Headmaster exercise his right under clause 9.2 or 9.3 above Parents will not be entitled to any refund or remission of School Fees or Extras due (where paid or payable). In such circumstances; any Deposit held by the School, which is not needed to pay administrative costs or to cover amounts owing, will be refunded; fees in lieu of notice will not be payable and any prepaid fees will be refunded.
- 9.5 The Head will act in a way that is fair in all the circumstances when taking decisions under this Clause 9. 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.
- 9.6 A complaint or rumour of misconduct will be investigated and a Pupil may be questioned or have his/her belongings searched if appropriate. All such investigations will be carried out fairly and with all reasonable care and so as to protect the Pupil's human rights and freedoms. Parents will be informed as soon as possible so that the Pupil may be supported by a Parent or teacher chosen by the Pupil.
- 9.7 Unless the Head consents in writing, a Pupil who has been suspended, withdrawn, removed or expelled from the School is not entitled to enter the School.

## 10. CONFIDENTIALITY AND REFERENCES

- 10.1 Except as required by law, the School and its staff are not required to divulge to Parents or others information received in confidence and

its sources, or which has led to a complaint or which has been acquired by the Head during an investigation, and where the Head decides this is in the best interest of the Pupil's welfare.

- 10.2 Information held concerning the academic performance and social well being of a Pupil may be disclosed to the Parents or other appropriate authorities at the discretion of the Head.
- 10.3 Parents consent to the School making use of information relating to the Pupil whilst he or she is at the School, and after he or she has left, for the purposes of communicating and managing relationships with Pupils and former pupils of the School.
- 10.4 In any case of suspected child abuse the Head may be obliged to disclose relevant information concerning the welfare of the Pupil to the appropriate authorities.
- 10.5 Photographs of Pupils will be taken from time to time for assessments, record keeping and information and may appear in the School magazine and other School publications, the School prospectus and on the School website. Although the name of a Pupil may appear in connection with his or her photograph in the School magazine or other School publication, Pupils whose photographs appear in School publications intended for general circulation, including the School's prospectus and/or website, will not be named without the Parents' consent. If a Pupil's name appears in any such School publication of wider circulation, no photographs of that Pupil will appear in connection with it without the Parents' consent. Parents hereby consent to the use by the School of photographs and the names of children in this way. Should any Parent wish at any time to withdraw any such consent, they should immediately notify the Head in writing to this effect. The School assumes no responsibility in connection with any publication of photographs and/or names outside the School's direct control including (but without limitation) photographs taken by other Parents, family or friends and/or the use made of them.
- 10.6 The Parents consent to the School supplying a reference in respect of the Pupil to any educational institution which the Parents propose the Pupil may attend. Any reference supplied by the School shall be confidential. The School will take care to ensure that all information that is supplied relating to the Pupil is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, the School cannot be liable for any loss the Parent or the Pupil is alleged to have suffered resulting from opinions reasonably given or correct statements of fact contained in any reference or report given by the School.

## 11. SCHOOL TRIPS AND EXCURSIONS

- 11.1 Pupils must comply with School discipline in all respects while on all School trips and excursions.

- 11.2 The Head will ensure that all reasonable measures are taken to ensure the safety and well-being of the Pupil during travel from and return to School during, and while the Pupil is participating in, organised School trips and excursions for whatever purpose and duration.
- 11.3 The Parents consent to the Pupil taking part in School trips and excursions without further advice from the School when the activity is a part of the normal School curriculum and when departure from and return to the School occur on the same day and during normal School hours.
- 11.4 The Head will ensure that the written consent of the Parents is sought before the Pupil is permitted to take part in any other School trip or excursion outside the definition of clause 11.3 above.
- 11.5 The cost of certain School trips will be charged as an Extra and added to the bill or will be payable in advance. Parents will be asked for their prior consent to such Extras. All additional costs of special measures (for example, medical costs, taxis, air fares or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill.

## 12. RECORDS

- 12.1 The School may maintain paper, electronic or other records or information relevant to the Pupil and, subject to the School giving reasonable notice of its intention to do so, will be at liberty to receive from and disclose facts to any school which the Pupil attends or is subsequently attended by the Pupil or to which application for a place may be made.
- 12.2 The School may at its discretion issue contact details of Parents to other Parents for non-business purposes (including arranging lifts and social activities).
- 12.3 The Parents will keep the School informed of any changes to the Pupil's or Parents' postal and/ or telephone contact details.

## 13. FORCE MAJEURE

- 13.1 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 the Parents 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 minimise the effect of the Force Majeure, the School will have no liability in respect of the 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.
- 13.2 Regardless of the duration and the effect of the Force Majeure, the Parents shall continue to

remain liable for all Fees and Extras due as though the Force Majeure had not occurred.

- 13.3 If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify the Parents of the steps it shall take to ensure performance of the agreement.
- 13.4 If reasonably necessary, the School reserves the right to require the Parents at the Parents' expense to take all necessary steps to remove the Pupil from the School, and to return the Pupil to the School at the Parents' expense upon cessation of the Force Majeure or if earlier, upon notification to the Parents by the School.

## 14. MISCELLANEOUS

- 14.1 The School will be entitled (unless notified otherwise in writing) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of each such person and (unless other arrangements are agreed) the School will be entitled to treat any communication from the School to any such person as having been made to each person who has signed the Acceptance Form.
- 14.2 Parents are legally responsible, individually and jointly, for complying with their obligations under the Parent/School Contract. Those having parental responsibility (i.e. legal responsibility for the Pupil) will, unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests, welfare and best interest of the Pupil, be entitled to relevant information regarding the Pupil. The Head must be notified in writing immediately of any court order or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. Either Parent may be excluded from the School premises if the Head considers such exclusion to be in the best interests of the Pupil or the School.
- 14.3 Pupils are responsible for the security and safe use of all their personal property and property lent to them by the School.
- 14.4 The School will assume liability for any accident, injury or damage or loss of property only if the School has been negligent or guilty of some other wrongdoing. The School will maintain liability insurance as required by law. All other insurances are the responsibility of the Parents who must make their own arrangements to cover the Pupil's person or property while at School or on the way to or from School or on any School sponsored activity away from the School.
- 14.5 The stipulations as to the time of payments and notices to be given under these terms and conditions are of the essence of the Contract.
- 14.6 The School may from time to time experience change during the period that the Pupil is a pupil at the School. School Fees will be

reviewed each year in accordance with clause 8. The School, in its discretion and with such notice as it deems appropriate and for the benefit of the School as a whole, may, for example, vary these and any other of its terms and conditions. It may also alter or change the way the School is managed, the location of the School or part of it and the School's curriculum. Furthermore, for the purposes of reconstruction or amalgamation the School reserves the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of the Parent/School Contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Whenever practicable, Parents will be consulted about changes proposed and given a Term's notice of a change of policy or one that would have a significant effect on the Pupils' education and/or pastoral care.

- 14.7 The School's prospectus and website describe the principles and ethos of the School at the time of printing but do not form part of the Parent/School Contract. If a Parent is placing reliance on any specific matter or representation made in the prospectus or on the website, written confirmation of this should be obtained from the Head before the Acceptance Form is returned. Parents agree to give full support to the ethos of the School.

- 14.8 Any relaxation or forbearance by the School in pursuing its rights under these terms and conditions will not operate as a waiver of those rights or any others.
- 14.9 These terms and conditions supersede those previously in force. The headings are for ease of reference only and do not affect the interpretation of these terms and conditions.
- 14.10 The address for purposes of communication with the School is Durlston Court Preparatory School, Becton Lane, Barton-On-Sea, Hampshire, BH25 7AQ.
- 14.11 Only the School and the Parents (and, in relation to financial obligations, any person who has signed the Acceptance Form or otherwise guaranteed payment to the School in relation to the Pupil) are parties to this Parent/School Contract. All requests and authorisations given by either Parent are deemed to be made on behalf of the Pupil and the other Parent and vice versa.
- 14.12 The Parent/School Contract is made in accordance with and governed by the laws of England and the parties submit to the exclusive jurisdiction of the English courts.