



## TERMS AND CONDITIONS

These are the terms and conditions on which we provide educational services. Please read these terms carefully, and if you have a query or if anything is unclear, then please contact the Bursar (bursar@pgs.org.uk).

### 1. Definitions

- (a) In these terms and conditions some words and phrases have particular meanings as set out below:

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

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

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

"**fees**" means the termly fees advised by the school from time to time;

"**Head**" means the person appointed by the Governors of the School to be responsible for (or to share in the responsibility for) the day-to-day running of the School, including anyone to whom such duties have been delegated;

"**Schedule of Fees**" means the School's prevailing fees notified to you from time to time and a copy of which remains available on the School's website and from the School at any time upon request;

"**School Rules**" means the body of rules of the School as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. A copy of the then current version of the rules is provided to each child on entry and is sent to parents with the Acceptance Form. Parents will be provided with updated copies of these rules containing any subsequent changes;

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

"**a term's notice**" means **written** notice given not later than the first day of the term *before* the term to which the notice relates. So if, for example, a term's notice is required to withdraw your child from the School or from an extra-curricular activity with effect from the start of the *summer* term (which is the term to which the notice relates) then **a term's notice** means you need to tell us in writing about the withdrawal, at the latest, on the first day of the *spring* term immediately before;

"**terms and conditions**" means these terms and conditions as may be amended from time to time;

"**we**" or the "**School**" means The Portsmouth Grammar School, a company registered in England and Wales. Our company registration number is 3401010, our charity registration number is 1063732 and our registered office is at High Street, Portsmouth, Hampshire PO1 2LN.

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

- (b) The Acceptance Form, the Schedule of Fees, the School Rules, and these terms and conditions (as in each case may be varied from time to time) form the terms of an agreement (the "contract") between you and the School. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

### 2. Acceptance and Deposit

- (a) An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form and paying the deposit.
- (b) **The deposit is not refundable if your child does not take up their place at the School.** The limited exception to this is where the School actually fills the specific vacancy created by your child's withdrawal, in which case the School shall refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs.
- (c) Unless you later indicate that you would like to donate the deposit to the William Smith Fund (the School's bursary fund), the deposit will form 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 your child's leaving.

### 3. Withdrawing your Acceptance of a Place before your child joins the School

- (a) If you wish to withdraw your acceptance of a place BEFORE your child starts at the School, you must give us written notice before the first day of the term immediately preceding the term in which your child was due to start. This means that if, for example, your child is due to start at the School in September (at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding summer term (i.e. the final term of the previous academic year).
- (b) If you provide that period of notice, you will lose the deposit (subject to repayment under Clause 2(b) above if the resulting vacancy is actually filled by the School) but no further fees will be payable.
- (c) If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees will be payable by you 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 immediately preceding the term when your child was due to start. The School will credit the deposit you have paid (without interest) to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.

#### 4. **School Fees, Supplemental Charges and Payment**

- (a) The fees include all the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials, unless otherwise notified to you by the School at any time (either in the Schedule of Fees or otherwise).
- (b) Charges for items not included in the fees will be itemised on your invoice and will cover items such as trips and visits, where you agree in advance your child may participate and charged for accordingly. Additional charges for providing for the special educational needs of your child may also be charged as supplemental to the fees where these are agreed with you in advance.
- (c)
  - (i) **Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This contract applies to both of you together and each of you on your own.** Through this principle of joint and several liability the School can seek payment of the full amount outstanding from either parent. The only exceptions to this are set out in sub-clause 4(c)(ii) immediately below.
  - (ii) A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice but that person must obtain the prior written consent of both the School and the other person who has signed the Acceptance Form. Otherwise, each of you remains liable to the School for all of the fees and supplemental charges due in accordance with sub-clause 4(c)(i) above unless and until the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges.
  - (iii) If your child has been awarded a scholarship or a bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. 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 an award may be withdrawn from your child, you will be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School.
- (d) **Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the first day of that term.** Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 4(c)(i) above). The fees must be paid in full by direct bank transfer on or before the first day of the term to which the invoice relates, unless you have arranged with the School to pay fees by termly direct debit. **We may not allow your child to attend the School if you do not pay on time.**
- (e) All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included on the next School's fees invoice. All such supplemental charges must be paid in full on or before the first day of the next term.
  - (f)
    - (i) We may refuse to allow your child to attend the School or withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.
    - (ii) We may refuse to allow your child to participate in the relevant extra-curricular activity, while the applicable supplemental charge for that activity remains unpaid.
    - (iii) If you do not make any payment to the School by the due date for payment (see Clauses 4(d) and 4(e) above) we may charge interest to you on the overdue amount at the rate of 3 per cent per annum above the base rate of the School's bank. Unless we tell you otherwise in writing, this interest will accrue pro-rata on a daily basis from the due date until the date of actual payment of the overdue amount. You must then pay the School both the interest charged and the overdue amount.
    - (iv) You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs, i.e. costs that would be allowable by the courts if judgment was made in the School's favour).
    - (v) We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.
- (g) We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5(a) below.
- (h) Fees and any agreed supplemental charges will not normally be reduced or refunded as a result of absence due to illness or otherwise. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of fees will be made in respect of any periods spent at home.
- (i) Where you and the School have entered into an agreement to pay fees in advance (i.e. where you have made a 'lump sum' capital payment in respect of a minimum of 3 term's fees in advance) the School will administer such capital sum to meet the fees pursuant to the terms communicated to you in writing. For the avoidance of doubt, the School will provide a termly statement of account in respect of the fees and any supplemental charges and the difference will be payable in accordance with the terms of this contract.

#### 5. **Notice Requirements**

- (a) **If you wish to withdraw your child from the School (other than at the normal leaving date which is at the end of year 13), you must either give us a clear term's notice to that effect or pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.** This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term.
- (b) The appropriate amount of fees in lieu of notice will become payable by you to us as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.
- (c) Some school trips may involve the payment of non-refundable deposits and other staged payments, in which case specific payment arrangements will be advised by the School with other information relating to the trip. Such payments may only be refunded following the withdrawal of your child, if the vacated place can be taken by another pupil.

## 6. School Rules

- (a) It is a condition of remaining at the School that you and your child comply with the School Rules. In addition, you must ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the School Rules).
- (b) The School may undertake drugs testing of pupils in accordance with The PGS Drugs and Illegal Substances Policy. This policy has been adopted for disciplinary purposes, and with the aim of safeguarding the health and safety of all pupils.
- (c) **The School may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and use of social media.** We may do this for various reasons, including ensuring compliance with the School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## 7. Suspension, Exclusion and Required Removal

- (a) The Head may at his or her discretion suspend or, in serious or persistent cases, exclude your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.
- (b) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.
- (c) Instead of expulsion or suspension, the Head may in his or her discretion require you to remove your child from the School if the Head considers that:
  - (i) **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract, for example where we have cancelled this contract under Clause 14 below; or
  - (ii) your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children. If this happens, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, a deposit held by the School) will be refunded.
- (d) If your child is suspended, excluded or removed from the School:
  - (i) where the Head exercises his or her right under either Clause 7(a) or Clause 7(c) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded or suspended and (save in the case of suspension) the deposit will be forfeited meaning that the School will retain the deposit. If you are required to remove your child from the School as a result of the Head exercising his or her discretion under Clause 7(c)(ii) then the deposit will be credited in the usual way (see Clause 2(c)).
  - (ii) or you are required to remove your child from the School, fees in lieu of notice will **not** be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term **after** the expulsion/required removal will be refunded.
- (e) Provided you have paid the School's final invoice this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.
- (f) You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this Clause 7 reviewed. Any such review shall be governed by The PGS Parental Complaints Policy & Procedure, as amended from time to time, but which does not form part of the contract between you and the School. It is available on the School's website or from the School at any time upon request.

## 8. The School's Obligations

- (a) Subject to these terms and conditions, the School will accept your child as a pupil of the School from the time of joining the School until the end of his or her schooling at the end of year 13. However, the School shall not be obliged to permit your child to enter the Sixth Form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known and may make entry to the Sixth form conditional upon the results of such examinations. However, except where the School agrees otherwise in writing and even where the School has imposed conditions on entry into the Sixth Form, if you wish to withdraw your child prior to entering the Sixth Form, Clause 5(a) applies and you will either need to give us a clear term's written notice or pay us a term's fees in lieu of notice.
- (b) While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the direct supervision of a member of School staff.**
- (c) Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (d) If your child requires urgent medical attention while under the School's care, we will if practicable try to contact you to obtain your prior consent. **However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).**
- (e) Our prospectus 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 aspects of the School, including the curriculum or the manner of providing education for your child, including by providing such education remotely whilst your child remains at home, where for example, the School is required to close the School premises.

- (f) We will monitor your child's progress at the School and produce regular written reports. We will advise you if we have any concern about your child's progress but we do not undertake to diagnose any specific conditions. A formal assessment can be arranged either by you or by the School at your expense.

## 9. The Parents' Obligations

- (a) In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Head and School staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- (b) You must co-operate with the School and School staff in good faith, including by:
- (i) maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract);
  - (ii) encouraging your child in his or her studies, and giving appropriate support at home;
  - (iii) 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 affect or may affect your ability to pay the fees and supplemental charges for your child);
  - (iv) ensuring that all details or other 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;
  - (v) attending meetings and keeping in touch with the School where your child's interests so require.
- (c) **It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child.** You must inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, this may result in us exercising our right to end this contract under Clause 12(a)(ii) below.**
- (d) If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate, we will try to continue providing education to your child remotely during such period.
- (e) You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare.
- (f) You must inform the School if, at any time prior to or during your child'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) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).
- (g) You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9(i) below, you (and each of you) accept that the School is entitled to treat:
- (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
  - (ii) any communication from the School to one of you as having been given to both of you.
- (h) **A notice of withdrawal of your child served under this contract** (i.e. under any of Clauses 3(a), 4(c)(iii), 4(g) or 5(a)) **must be in writing and signed by each of you as the holders of parental responsibility for your child** (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).
- (i) The School must be informed as soon as possible in writing of any reason for your child's absence from School. You can do this by contacting the main switchboard on 023 9236 0036 or by email to [absence@pgs.org.uk](mailto:absence@pgs.org.uk). Wherever possible the School's prior consent should be sought for absence from the School.
- (j) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with The PGS Parental Complaints Policy & Procedure. A copy of the most up-to-date version of the Policy is on the School's website and is otherwise available from the School at any time upon request.

## 10. Insurance

You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

## 11. How we may use Personal Information: References, Confidentiality and Data Protection

- (a) We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- (b) We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and video recordings, both whilst your child is at the School and after he or she has left, for the purposes of:
- (i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
  - (ii) promoting the School to prospective pupils/parents;
  - (iii) publicising the School's activities; and
  - (iv) communicating with the school community and the body of former pupils.

In respect of (ii), (iii) and (iv), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

- (c) You must:
  - (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the School; and
  - (ii) inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about you or your child that has previously been notified to the School, including relevant contact details.
- (d) Those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School will therefore disclose such information as a matter of routine to such persons unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).
- (e) The School will process personal data about you and your child in accordance with the General Data Protection Regulation, Data Protection Act 2018 (as each is amended or superseded), and other related legislation. We will process such personal data:
  - (i) as set out in this Clause 11, and in The PGS Privacy Notice for the School Community which is available on the School's website as may be amended from time to time;
  - (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
  - (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

## **12. Ending this Contract**

- (a) The School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:
  - (i) you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
  - (ii) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);
  - (iii) you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child.
  - (iv) you otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.
- (b) You may end this contract at any time by notice in writing to the School if:
  - (i) you have a legal right to end the contract because of something we have done wrong; or
  - (ii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the School's final invoice or the end of your child's schooling at the end of year 13, whichever is later.

## **13. Communications between you and the School**

- (a) Communications (including notices) will be sent by the School to you at the address(es) shown in our records or using your other contact details included in our records. **You must notify the School of any change of address(es) or other contact details.**
- (b) Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head and either:
  - (i) sent by email to the School using this email address: head@pgs.org.uk;
  - (ii) delivered by hand to the School;
  - (iii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
  - (iv) otherwise sent to the School's address by first or second class post.

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

- (a) The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.
- (b) If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

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

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.