UNICORN SCHOOL

TERMS AND CONDITIONS

RESPONSIBILITY

Staff Member: Bursar

Last Reviewed:	**August 2026**
Next Review:	**August 2027**

1. Definitions

(a) In these terms and conditions

"**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;

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

"contract" has the meaning given in clause 1(c) below;

"**Deposit**" means the amount set out and referred to as the Acceptance Deposit in the Acceptance Form and set out in the Schedule of Fees which is paid upon acceptance of a place for a child;

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

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

"in writing" means by hard copy or electronic communication;

"**prospectus**" means the published prospectus or the content on various pages of the website used to describe the broad principles of the School

"**Schedule of Fees**" means the published note of the School's prevailing fees notified to you from time to time. A copy is available on the School website and from the School at any time upon request;

"the School's Policies" means the policies 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. The current versions of the School's policies are available on the School website; "**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 last day of the term preceding the term to which the notice relates;

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

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires; and

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

Use of the words "**for example**", "**includes**" or **"including"** shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

(b) We are Unicorn School Limited (The), a company registered in England and Wales. Our company registration number is 993831, our charity registration number is 312578 and our registered office is at 238 Kew Road, Richmond upon Thames TW9 3JX.

(c) The **Acceptance Form**, the **Schedule of Fees**, the **School's Policies**, the **Complaints Procedure** and these **terms and conditions** (as in each case may be varied from time to time) form the terms of a contract (the **"contract"**) between you and **"Unicorn School Limited (The)"**. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

(a) An offer of a place for your child at the School is accepted by your submitting the duly completed Acceptance Form and paying the Deposit.

(b) The Deposit is **not refundable** if your child does not take up a place at the School.

(c) The Deposit will form part of the general funds of the School until it is credited without interest to the payment of the fees due to the School on the fee and disbursement invoice for the first term attended by your child or as part payment for a new Loan Note.

(d) **Unicorn School Limited (The) is a Registered Charity, No. 312578. The Board of Governors is elected by the members. It is a nonprofit making Company. Fees charged go towards the cost of the education of the children and maintenance and improvement of the buildings and grounds. It is a condition of acceptance that each family contributes to the School a noninterest bearing loan of £3,000 in exchange for a Loan Note and membership (which carries the right of one vote at meetings). The Loan Note is repayable 90**

days after your last child leaves the School upon completion of the necessary authorities. *Upon receipt of the signed Acceptance Form and Deposit, the School will contact you with details of the arrangements for the issue of your Loan Note if this is your first child to attend the School.*

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

(a) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the Deposit but before your child starts at the School you shall give written notice to that effect no later than six months before the date which your child was due to start.

(b) If such notice is received by the School by that time the Deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable.

(c) If such notice is received on or after that date (or if no notice is received), a term's fees shall be payable and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the term when your child was due to start and the School shall credit the Deposit (without interest) to such payment of the term's fees (and you hereby acknowledge and agree that the School shall be entitled to retain the Deposit on account of payment of the term's fees). Where applicable, such fees shall be reduced to take account of any bursary awarded to you.

4. School Fees

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

(b) We refer to any items charged to you in addition to the fees as **supplemental charges**. Any extra-curricular activities (such as trips and visits) in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees.

(c) School lunches and snacks are a mandatory and essential part of the Unicorn experience for your child, delivered by our third-party provider. These charges will be itemised separately on termly invoices. The only exception is in our Nursery Class, where current Early Years legislation makes this optional.

(d) (i) **Each person 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 is because our contract applies to both of you together and each of you on your own.** The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due UNLESS AND UNTIL the School (without obligation to do so) has expressly agreed in writing with the persons who have signed the Acceptance

Form to look exclusively to any other person for payment of the fees and/or any supplemental charges (or any part of them). Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid to the School then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent.

(ii) A person who has signed the Acceptance Form may be removed from their payment responsibility under this contract by submitting a term's notice but that person **must** obtain the prior written consent of both the School and the other person who signed the Acceptance Form before submitting such notice.

(iii) If your child has been awarded a bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits 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 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.

(e) The annual fees are divided into three equal parts and charged termly, regardless of the length of any term. **Each term's fees are charged separately and the fees payable in respect of each term fall due on the first day of that term**. Each term's fees will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School has agreed shall pay the fees under paragraph 4(d)(i) above). The fees must be paid in full by direct bank transfer by the first day of the term to which the invoice relates. **We may not allow your child to attend the School if you do not pay on time.**

(f) Any and all supplemental charges for extra-curricular activities for each term (and for other charges that were agreed during the previous term) will be included on the invoice for the fees of the forthcoming term. All such supplemental charges must be paid in full by direct bank transfer by the first day of the then forthcoming term.

(g) (i) **We may refuse to allow your child to attend the School or to withhold any references while fees and/or supplemental charges remain unpaid or there is a persistent failure by you to pay the fees on time.**

(ii) If you do not make any payment to the School by the due date for payment (see clauses 4(e) and 4(f) above) we may make an interest charge of 5 per cent per annum above the base rate for the time being of the School's bank. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the School the interest together with the overdue amount.

(iii) 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 being costs that would be allowable by the courts if judgment was made in the School's favour).

(iv) We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

(h) The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Notice of an increase in fees will be sent to you prior to the end of the penultimate term before the increase is to take effect.

(i) Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of the School providing educational services remotely for whatever reason. In the event that your child takes study leave at home before or during public examinations, or stays at home following those examinations, or if the term is shorter than others (or shortened), no reduction of fees will be made in respect of such periods spent at home.

(j) From time to time, we may ask you to provide us with information which we consider to be satisfactory so that we can verify:

i) your identity ii) your child's identity

iii) your child's right to enter, live and study in the United Kingdom; and

iv) the source of funds you are using to pay the fees.

You must provide the School with the information and documentation we ask for to satisfy these requirements.

5 Notice Requirements

(a) **If you wish to withdraw your child from the School (other than at the normal leaving date which is the end of Year 6 (Ultra Violet class)), you must either give us a term's notice to that effect or must 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.**

For the avoidance of doubt, a term's notice means written notice given not later than the last day of the term preceding the term to which the notice relates.

(b) In cases under (a), where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

(c) If you wish to withdraw your child from a termly activity charged for as supplemental, you must give notice before the end of the half term holiday to that effect and you shall remain liable to pay the remaining half term's charges for the activity whether or not your child continues to participate.

(d) The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

6. Conduct of Your Child

(a) It is a condition of remaining at the School that you and your child complies with the School's Policies as amended from time to time. In particular you undertake to ensure that your child attends school punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.

(b) The School may, subject to applicable data protection legislation, monitor your child's telephone, email & messaging communication, internet use and Wi-Fi use, and use of social media. We may do this for various reasons, including ensuring compliance with the School Policies

(including the Privacy Notice & Data Protection Policy) or where it is appropriate 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. Such data will be held in accordance with the School's Privacy Notice & Data Protection Policy.

7. Suspension, Exclusion and Required Removal

(a) The Head may in his or her discretion, and in consultation with a NonParent Governor, 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 Policies set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Head may decide that suspension or exclusion 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 exclusion or suspension, the Head may in his or her discretion, and in consultation with a Non-Parent Governor, 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; or

(ii) your child's attendance or progress is unsatisfactory or they are unable to access the curriculum 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.

(d) Should your behaviour or conduct (or the behaviour or conduct of one of you) be deemed unreasonable or egregious, the Head may in his or her discretion, and in consultation with a Non-Parent Governor, invoke a temporary or permanent site ban from the school premises and grounds.

(e) Should the Head exercise his/her right under either Clause 7(a) or Clause 7(c)(i) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in relation to the term in which your child is excluded, suspended or removed. 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 fees in

lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after removal will be refunded.

(f) This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.

(g) You are entitled to have any decisions taken by the School and/or the Head to suspend, exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the final stage of the School's Complaints Procedure, a copy of which is available on the School's website and is otherwise available 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 and register your child on the School's statutory register from the time of joining the School until the end of his or her primary schooling, ie. to the end of Year 6 (Ultra Violet class).

(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 website and prospectus describe 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, for example, where the School is required to close the School premises)).

(f) Where practicable, we will give parents notice of any changes that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the term's notice of withdrawal to the School under Clause 5(a) above. Please note that 'significant' in this context does not include the routine movement of qualified teaching staff, as decided by our Headteacher.

(g) 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 dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if, in the opinion of the Head, the School cannot provide adequately for your child's special educational needs.

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 cooperation, 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 and including in the tone, content, volume and/or nature of your communications with the School);

(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/or 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 them) are not withheld;

(v) providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education; and

(vi) attending meetings and otherwise keeping in touch with the School where your child's interests so require.

(c) 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 underlying, 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, please be aware that this may result in us exercising our right to end this contract under Clause 14 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 (including, for example, by sending you/your child work assignments electronically or by post).

(e) You must inform the School of any situations where special arrangements may be needed in relation to 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. This would include any court order or undertaking given to a court which may deal with or impact upon in any way:

(i) your child's living and/or contact arrangements;(ii) your child's education, welfare and/or upbringing;

(ii) the payment of fees and/or supplemental charges; and/or

(iii) your exercise of parental responsibility in respect of your child.

In any such circumstances you must (whether upon request or otherwise) promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof) having obtained the permission of the court if necessary.

(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(h) 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 (ie, under Clauses 3(a), 4(d)(iii) 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 absences@unicornschool.org.uk. Wherever possible the School's prior consent should be sought for absence from the School.

(j) If at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than two (2) consecutive school days then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a "responsible adult" for the period of your absence.

(k) 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 School's Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure 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. <u>How we may use Personal Information: References, Confidentiality and Data Protection</u>

(a) We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us 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 are 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 audiovisual 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 to you, including educational and examination purposes, safeguarding, statutory reporting, health & safety, complaints, administration and processing of fees; and

(ii) promoting the School to prospective pupils/parents, publicising the School's activities, and communicating with the school community and the body of former pupils.

In respect of sub-clause 11(b)(ii), 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 and the School's social media channels.

Any taking, storage and use of images contained in this 11(b)(ii) will be subject to the School's "Taking, Storing & Using Images of Children Policy" and the "Image Authorisation Form" for your child submitted by you and which you may amend at any time.

(c) You must:

(i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) 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 an 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) Any person who has parental responsibility for your child is 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 person 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 data protection law, including the Data Protection Act 2018 (as amended or superseded) and other related legislation. We will process such personal data:

(i) as set out in this Clause 11, and in the School's "Privacy Notice", 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.

(f) By signing the Acceptance Form you confirm that you have read, understood and agree to the School processing personal data about you and your child on the terms set out in the School's Privacy Notice.

12. Intellectual Property Rights

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

13. Changes in Ownership etc

We may transfer our rights and obligations under this contract to another person or organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

14. Ending this Contract

(a) In addition to where this contract is terminated automatically as a result of exclusion or required removal under Clause 7, 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 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 provide us with information we consider to be satisfactory as to your identity, your child's identity, your child's right to enter, live and study in the United Kingdom, or the source of funds you are using to pay the fees, as required under Clause 4(j).

(iv) you (or either of you):

(a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;

(b) are otherwise unable to pay your debts as they fall due;

(c) are the subject of a bankruptcy petition or order; or

(d) you enter into an individual voluntary arrangement; or

(e) 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 at the end of Year 6 (Ultra Violet class)

(d) Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the School keep any rights each has under, or as a matter of, general law.

15. Force Majeure (ie, events outside of our, or your, control)

(a) In this agreement "force majeure" shall mean any event beyond either your or our reasonable control including, by way of example, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to such events outside of our/your control as an "**event**".

(b) If an event arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).

(c) If the School is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period greater than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to cancel this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

(d) Subject to Clause 4(i) (which means that you are not entitled to a refund or reduction in fees in cases of illness or absence), if your child is wholly

and completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:

(i) in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

(ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and

(iii) if the event continues to prevent your child wholly and completely from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at School or remotely) for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you or the School shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.

16. Communications between you and the School

(a) When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this must be given in writing (including by electronic media).

(b) Communications (including notices) will be sent by the School to you at the email address(es) shown in our records, or using your other contact details included in our records. You undertake to notify the School of any change of address(es) (including e-mail addresses) or other contact details.

(c) 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: bursar@unicornschool.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 on receipt as proof of delivery.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) <u>we recommend</u> that if you provide notice under Clauses 3, 4 and 5 of these terms and conditions (which are the provisions dealing with withdrawing your child from the School or otherwise changing their place) you telephone the School to confirm receipt if you have not received an acknowledgement from us within 2 business days (during term-time) and 7 days (during a school holiday period) after sending the notice.

17. <u>Jurisdiction and Governing Law</u>

(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 chose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

18. <u>Changes to these Terms and Conditions</u>

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.