Bellevue Education Parent Agreement

Terms and Conditions | Effective from 1 January 2027

References to Bellevue Education and the School

These Master Terms and Conditions are issued for use across all schools and nurseries within the Bellevue Education group. Parents enter into this Agreement with the Bellevue school or nursery named in the Acceptance Form, Offer Letter or School Schedule. Whilst these Master Terms and Conditions are intended to apply across the Bellevue Education group, certain provisions may vary between individual Schools and Nurseries. Your contract is with the specific School or Nursery named in the Acceptance Form, Offer Letter or School Schedule, and any School- or Nursery-specific variations will be set out in the documentation provided by that School or Nursery. In these Terms, references to "Bellevue Education", "Bellevue", "the School", "we", "us" or "our" shall be read, where the context requires, as references to the relevant Bellevue school providing education to the Child and, where applicable, to Bellevue Education or the relevant Bellevue group company acting in support of that School.

A Partnership for Your Child's Education

Choosing a school is one of the most important decisions a family will make. It is about far more than academic success alone. It is about finding an environment in which a child feels safe, valued, challenged and inspired to become the very best version of themselves.

At Bellevue Education, we believe outstanding education is built upon a genuine partnership between the School and parents. That partnership is founded on mutual trust, open communication, shared expectations and a common commitment to the wellbeing and development of every child.

This Parent Agreement sets out the basis of that partnership and the contractual relationship between the Parents and the School.

It explains the commitments the School makes to every family and the commitments we ask parents to make in return. It is intended to provide clarity, fairness and transparency throughout your child's education.

Although this document forms a legally binding agreement between the School and the Parents, our aspiration is simple: that your experience with the School is so positive that you rarely, if ever, need to refer to it again.

Where questions do arise, these Terms are intended to provide a clear and balanced framework within which they can be resolved fairly, consistently and in the best interests of children.

Guiding Principles

These Master Terms and Conditions have been written in accordance with the following principles.

Throughout this Agreement, the School will seek to act:

- fairly;
- reasonably;
- proportionately;
- transparently;
- consistently;
- in accordance with its educational values; and
- with the welfare and best interests of children as its primary consideration.

Likewise, Parents agree to engage with the School in a spirit of partnership, recognising that children flourish when home and school work together with mutual trust, honesty and respect.

Nothing in these Terms is intended to restrict either party from exercising any legal rights available to them.

About this Agreement

Bellevue Education operates a family of schools which share common educational values whilst retaining their own distinctive character.

Accordingly, the documentation that comprises this Agreement has been designed as a suite of complementary documents.

1. Master Terms and Conditions

These Master Terms and Conditions are operative in every Bellevue school unless expressly varied by an approved School Schedule or Local Addendum.

They establish the contractual relationship between the Parents and the School and take precedence over all other contractual documents unless expressly stated otherwise.

2. School Schedule

Each School publishes its own School Schedule.

This contains information specific to that School, including (where applicable):

- Tuition Fees;

- Boarding and overnight stays;
- Deposits;
- Supplementary Charges;
- wraparound care;
- transport arrangements;
- uniform;
- lunch arrangements;
- opening hours;
- School-specific operational information.

3. Local Addenda

Where required by local law or regulation, Bellevue may issue a Local Addendum applicable to schools within a particular jurisdiction.

Local Addenda supplement these Master Terms and Conditions only to the extent necessary to comply with applicable legislation.

4. School Policies

From time to time the School publishes policies covering matters such as safeguarding, behaviour, health and safety, complaints, acceptable use of technology and other operational matters. Please see also clause 5.3 below.

PART 1

INTRODUCTION

1. Welcome

The School exists to provide an outstanding education within a safe, ambitious and supportive environment in which every child is encouraged to develop intellectually, emotionally, socially and morally.

The School seeks to nurture curiosity, resilience, kindness, integrity and respect for others. It values strong relationships with families and believes that education is most effective where school and home work together in partnership.

These Master Terms and Conditions have therefore been written not simply to define legal rights and obligations, but to support a positive relationship between the School and Parents throughout a child's education.

The School acknowledges that every family is different. Whilst consistency and fairness are essential, the School will seek, wherever reasonably possible, to exercise the discretions

contained within these Master Terms and Conditions in a manner that reflects the individual circumstances of each child and family.

Nothing in these Master Terms and Conditions prevents the School from exercising compassion, flexibility or discretion where it considers it appropriate to do so.

2. Definitions

In these Terms, unless the context otherwise requires:

Acceptance Form means the document signed by the Parents accepting the offer of a place.

Agreement means the contractual agreement between the Parents and the School comprising the documents set out in clause 5.1 below:

Bellevue Education means Bellevue Education International Limited together with any associated company operating the School.

Child means the child whose education is governed by this Agreement.

Complaints Procedure means the School's published complaints procedure as amended from time to time.

Deposit means any acceptance deposit, confirmation deposit or other sum payable before admission.

Fees means Tuition Fees together with all Supplementary Charges payable under this Agreement.

Full Term's Notice has the meaning set out in clause 13.1 below.

Head means the Head, Principal or other person responsible for the management of the School.

Local Addendum means any jurisdiction-specific contractual supplement issued by Bellevue Education.

Parent means a person who has entered into this Agreement.

Where more than one Parent enters into this Agreement, their obligations are joint and several.

School means the Bellevue school providing education to the Child.

School Schedule means the School-specific schedule issued by the School and updated from time to time.

School Rules means the behavioural and operational expectations published by the School.

Supplementary Charges means charges payable in addition to Tuition Fees as described within the School Schedule.

Term means an academic term published by the School.

Writing includes email and other electronic communication unless these Terms expressly require otherwise.

3. Interpretation

Unless the context otherwise requires:

- words importing one gender include every gender;
- words importing the singular include the plural and vice versa;
- headings are included for convenience only and do not affect interpretation;
- references to legislation include amendments and replacement legislation;
- references to policies include any updated version issued from time to time.

Where these Terms require the School to exercise discretion, the School shall do so reasonably, fairly and consistently with its educational responsibilities.

4. Our Mutual Commitment

In addition to their contractual obligations under the Agreement, the relationship between the School and Parents is one of partnership.

The School commits to exercising reasonable skill and care in educating, supporting and safeguarding the Child.

Parents commit to supporting the School's educational aims, communicating openly and constructively, and fulfilling the obligations set out within this Agreement.

Both parties acknowledge that trust, mutual respect and cooperation are essential to the success of that relationship.

The parties further agree to act towards one another honestly, courteously and in good faith throughout the Child's education.

5. Relationship Between Documents

5.1 Contractual Documents

This Agreement comprises a number of documents which together govern the relationship between the School and the Parents.

Those documents are intended to be read together. Where reasonably possible they should be interpreted in a way that gives effect to each of them.

The contractual documents are:

a. the **Offer letter**;

b. these **Master Terms and Conditions**;

c. the **Acceptance Form**;

d. the relevant **School Schedule**;

e. any applicable **Local Addendum**; and

f. any other document expressly incorporated into this Agreement.

No other brochure, website content, advertisement, verbal statement or informal communication forms part of this Agreement unless expressly confirmed in writing by the School.

If the Parents intend to take account of the information provided to them when deciding whether to enter into this Agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the School.

5.2 Order of Precedence

If there is any inconsistency between the contractual documents, they shall take precedence in the following order:

1. these Master Terms and Conditions;
2. any applicable Local Addendum;
3. the School Schedule;
4. the Acceptance Form; and
5. any document expressly incorporated into this Agreement.

Where a Local Addendum modifies these Master Terms and Conditions in order to comply with local law, that modification shall apply only to the extent necessary.

5.3 School Policies

The School publishes a number of operational policies to support the day-to-day running of the School.

These may include policies relating to:

- safeguarding;

- behaviour;
- complaints;
- health and safety;
- educational visits;
- attendance;
- digital technology;
- data protection;
- acceptable use of technology; and
- other operational matters.

Unless expressly stated otherwise, School policies are not contractual documents. However, Parents and the Child are expected to comply with them as part of their relationship with the School.

The School may amend its policies from time to time where reasonably necessary to reflect changes in law, regulation, educational practice or operational requirements.

6. Continuous Enrolment

6.1 Principle

The School offers a continuous educational journey.

Unless this Agreement comes to an end in accordance with its terms, a Child's place continues automatically from one academic year to the next without the need for a new contract.

Parents therefore enter into this Agreement with the expectation that it will continue throughout the Child's education at the School.

6.2 Progression Through the School

Where the School provides more than one educational phase—for example Nursery, Pre-Prep, Prep, Senior School or Sixth Form—the Child will, subject to meeting the applicable criteria, normally progress through those phases without the need for a new Parent Agreement.

The School may set reasonable academic, pastoral or operational criteria for progression where appropriate.

6.3 Nursery to Reception

Where a Child attends the School's Nursery and is offered a place in Reception, the Child's enrolment shall continue automatically unless either party brings this Agreement to an end in accordance with its terms.

No new Parent Agreement will normally be required.

While a Child attends Nursery, Parents may normally withdraw the Child from Nursery by giving at least **30 days' written notice**, unless the relevant School Schedule specifies a longer nursery notice period. This Nursery notice period applies only while the Child remains in Nursery and is subject to the transition provisions below for the final year of Nursery

6.4 Transition of Notice Provisions

Parents acknowledge that proper staffing and class planning for Reception begins significantly before September entry, and that the notice provisions change automatically during the year preceding entry into Reception.

Until **20 April** (inclusive) in the final year of Nursery, the Nursery notice period of at least **30 days' written notice**, or any longer period specified in the relevant School Schedule, shall apply.
From **21 April** in the final year of Nursery, the School notice provisions contained within this Agreement shall automatically apply

Parents acknowledge that this change is necessary to enable the School to plan Reception classes responsibly.

See also clause 12.2 below

6.5 Internal Transfers

If a Child transfers between Bellevue Education schools, the receiving School may, at its discretion, agree that:

- this Agreement continues without interruption;
- the Deposit transfers to the receiving School;
- safeguarding and educational records transfer internally;
- the receiving School's School Schedule, and Local Addendum (if applicable)replaces the previous School's School Schedule from the agreed transfer date.

The receiving School will confirm any such arrangements in writing.

Any transfer shall be at the sole discretion of Bellevue Education and will be subject to the availability of a place and the transfer being deemed in the best interests of the Child.

6.6 Changes to Educational Provision

From time to time the School may reorganise year groups, educational phases or the structure of its educational provision. This may include remote learning.

Where this occurs, the School will use reasonable endeavours to minimise disruption to the Child and the Parents.

Such organisational changes shall not of themselves bring this Agreement to an end.

PART 2

ADMISSIONS

7. Admissions

7.1 Admission Process

Admission to the School is entirely at the School's discretion.

Every application is considered individually, taking account of the School's admissions criteria, the educational needs of the Child and the School's ability to provide an appropriate education.

The School reserves the right to decline any application without giving reasons, except where disclosure is required by law.

7.2 Information Provided by Parents

The School relies upon the accuracy and completeness of information provided during the admissions process.

Parents must disclose all information reasonably relevant to the Child's application, including information relating to:

- educational history;
- medical conditions;
- disabilities;
- special educational needs;
- behavioural history;
- safeguarding concerns;
- previous exclusions or required removals;
- court orders affecting parental responsibility;
- immigration status where relevant.

Parents must ensure that all information supplied remains accurate until the Child joins the School.

7.3 Failure to Disclose

If information provided during the admissions process is materially inaccurate, misleading or incomplete, the School may:

- withdraw an offer of a place;

- postpone admission;
- require further assessment; or
- terminate this Agreement following admission where the omission materially affected the School's admissions decision.

Before taking such action, the School will consider all relevant circumstances and, where appropriate, give the Parents an opportunity to respond.

7.4 Assessments

The School may require a Child to undertake assessments, interviews or observations as part of the admissions process.

Such assessments are intended to help determine whether the School is an appropriate educational setting for the Child.

Participation in an assessment does not guarantee the offer of a place.

7.5 Confidentiality

Information provided during the admissions process will be handled in accordance with the School's Privacy Notice and applicable data protection legislation.

The School may seek information from previous schools or educational professionals where Parents have authorised it to do so or where another lawful basis applies.

7.6 Equality

The School is committed to treating applicants fairly and in accordance with applicable equality legislation.

Admission decisions will not be made on unlawful discriminatory grounds.

However, parents acknowledge that, as an independent school with finite resources, there may be circumstances in which the School is unable reasonably to provide the specialist educational provision required to need the needs of a particular applicant.

8. Offer and Acceptance of a Place

8.1 Offer of a Place

An offer of a place will normally be made in writing and may be conditional or unconditional.

The School may impose reasonable conditions before a place becomes unconditional. These may include, without limitation:

- satisfactory references;
- receipt of educational records;
- medical information;
- assessment outcomes;
- immigration documentation;
- payment of the Deposit and any Acceptance Fee;
- completion of the Acceptance Form.

An offer remains open only for the period specified within the offer letter and will be withdrawn automatically, and the place offered to another family, if not accepted within that period.

8.2 Formation of the Agreement

This Agreement comes into existence and is legally binding on the parties when the School has received:

- the completed Acceptance Form;
- the Deposit (where applicable);
- any Acceptance Fee; and
- any other documentation reasonably required by the School.

Until that point, the School reserves the right to withdraw the offer without liability.

When all requirements above are completed, the School will confirm the Child's place.

8.3 Deferred Entry

The School may, at its absolute discretion, agree to defer a Child's entry.

Where entry is deferred:

- the School may require confirmation of continued acceptance;
- the Deposit shall remain subject to this Agreement;
- Fees shall become payable from the revised entry date unless otherwise agreed.

The School reserves the right to review the Child's suitability for admission where the period of deferment is significant or circumstances have materially changed.

8.4 Accuracy of Admissions Information

Parents confirm that all information supplied during the admissions process is true, complete and accurate to the best of their knowledge.

Parents undertake to notify the School promptly if any material information changes before the Child joins the School. The School reserves the right to terminate this Agreement if the Parents do not comply with this requirement.

9. Deposits

9.1 Purpose of the Deposit

The Deposit secures the Child's place and demonstrates the Parents' intention that the Child will join the School.

The Deposit is not an advance payment of Fees unless the School Schedule expressly provides otherwise.

9.2 Amount

The amount of the Deposit shall be set out within the School Schedule or Offer Letter.

The School reserves the right to review Deposit levels for future admissions.

9.3 Holding of the Deposit

The School may retain the Deposit throughout the Child's education.

Unless otherwise stated in the School Schedule, no interest shall accrue on the Deposit.

9.4 Application of the Deposit

At the end of the Child's education, the School may apply the Deposit against:

- outstanding Tuition Fees;
- Supplementary Charges;
- Fees in lieu of notice;
- damage charges properly payable under this Agreement; or
- any other outstanding sums owed by the Parents.

Any balance remaining shall be refunded to the person who paid the Deposit unless otherwise agreed in writing.

9.5 Forfeiture

The Deposit may be retained by the School where:

- the Parents withdraw the Child before entry without giving the notice required by this Agreement;
- the Parents otherwise breach this Agreement before the Child starts at the School; or

- these Terms expressly permit the School to retain it.

Retention of the Deposit does not limit any other contractual rights available to the School.

9.6 Unclaimed Deposits

Where the School has made reasonable attempts to return a Deposit but it remains unclaimed for a period of twenty-four months following the Child's departure, the School may transfer the funds to its general educational purposes unless prevented by law.

10. Registration and Acceptance Fees

The School may charge:

- a non-refundable Registration Fee to cover the administrative costs of processing an application; and
- an Acceptance Fee where specified within the School Schedule.

Unless expressly stated otherwise, the Registration Fee and the Acceptance Fee are non-refundable.

11. Before Your Child Starts

Before the Child joins the School, Parents must provide all information reasonably requested by the School, including:

- emergency contact details;
- medical information;
- consent forms;
- payment arrangements;
- passport or visa documentation where applicable;
- information required for safeguarding or regulatory purposes.

Parents acknowledge that admission may be delayed if essential information is not provided within a reasonable time. Please see also clause 8.2 above.

12. Withdrawal Before Entry

12.1 Withdrawal by Parents

Parents may withdraw their acceptance of a place before the Child starts by giving written notice to the School, as required in clause 12.2 below.

12.2 Notice Requirements

Unless the School agrees otherwise in writing, the required notice before entry shall be:

- at least **30 days' written notice** for Nursery admissions, or any longer nursery notice period specified in the School Schedule; or
- a **Full Term's Notice** for admissions into all other year groups.

Where the required notice is not given, Fees in lieu of notice shall become payable in accordance with Clause 13 below.

12.3 Deposit

Withdrawal before entry does not automatically entitle Parents to repayment of the Deposit.

The School's rights in relation to the Deposit are governed by Clause 9 and the School Schedule.

12.4 Exceptional Circumstances

The School may, at its absolute discretion, waive all or part of any Fees in lieu of notice or agree to refund all or part of a Deposit where exceptional circumstances exist.

Any such decision shall be made on the individual circumstances of a case and shall not create a precedent for future cases.

13. Full Term's Notice

13.1 Definition

If Parents wish to withdraw their Child from the School, they must give the School **one Full Term's Notice in writing**.

This means that **one complete academic Term must fall between the date by which notice is given and the date on which the Child leaves**.

Accordingly, notice must be received by the School **no later than the final day of the Term immediately before the Full Term which will serve as the notice period**.

13.2 Examples

For a School operating three Terms in an academic year:

Child leaves at the end of	**Notice must be received by**
Term 1	Last day of Term 3 of the previous academic year
Term 2	Last day of Term 1 of the same academic year
Term 3	Last day of Term 2 of the same academic year

The same principle applies regardless of the names used by the School for its academic Terms.

13.3 Late notice or early withdrawal

If the required Full Term's Notice is not given, the Parents will be charged **Fees in lieu of notice equivalent to one full Term's Fees**, regardless of whether the Child continues to attend the School during that period.

Accordingly, if a Child is withdrawn part-way through a Term, or leaves immediately without serving the required notice period, **the full Term's Fees in lieu of notice will remain payable. Fees in lieu will not be reduced or calculated on a pro-rata basis because the Child leaves before the end of a Term.**

Payment of Fees in lieu of notice does not give the Parents a right to require the Child to continue attending the School during the corresponding period.

13.4 Form of Notice

Notice must:

- be given in writing;
- clearly identify the Child;
- state the intended leaving date; and
- be sent to the Head or another person nominated by the School.

The School will normally acknowledge receipt of notice. However, failure to acknowledge receipt shall not invalidate notice that has otherwise been properly served.

13.5 Why Notice Matters

Parents acknowledge that the School commits significant expenditure, staffing and educational resources many months in advance of each academic term.

The notice provisions within this Agreement are therefore intended to provide the School with sufficient time to plan staffing, class sizes and educational provision for all pupils.

PART 3

FEES AND PAYMENT

14. Fees

14.1 Our Approach

The School is an independent educational institution.

Unlike state-funded schools, the School relies almost entirely upon Fees to provide the education, facilities, staffing and wider opportunities available to its pupils.

The School commits significant financial resources many months in advance of each academic year, including the recruitment and retention of staff, investment in facilities, curriculum development, educational technology and pastoral provision.

Prompt payment of Fees enables the School to maintain those standards for the benefit of every pupil.

14.2 Tuition Fees

Tuition Fees are published in the School Schedule.

Unless expressly stated otherwise, Tuition Fees relate to one academic term.

The School reserves the right to review Tuition Fees periodically in accordance with this Agreement. Please see also clause 15 below.

14.3 What Tuition Fees Include

Unless the School Schedule provides otherwise, Tuition Fees normally include:

- classroom teaching;
- academic assessment;
- pastoral care;
- routine reporting to Parents;
- use of School teaching facilities during the normal School day;
- access to ordinary curriculum resources;
- participation in the standard curriculum.

The precise educational provision included within Tuition Fees varies between Schools and is described within the School Schedule.

14.4 Supplementary Charges

Certain goods and services are provided separately from Tuition Fees.

These may include, without limitation:

- educational visits;
- residential trips;
- examination fees;
- music tuition;
- drama tuition;

- specialist sports coaching;
- optional clubs and activities;
- wraparound care;
- transport;
- meals where separately charged;
- uniforms supplied by the School;
- learning support;
- public examination charges;
- overseas trips;
- replacement of lost property;
- repair of damage beyond reasonable wear and tear.

The School Schedule describes the principal Supplementary Charges applicable to each School.

14.5 Optional Services

Parents remain responsible for charges relating to optional services they request or approve.

Where the School enters into commitments with third-party suppliers on behalf of Parents, cancellation may not always be possible once bookings have been confirmed.

Parents remain responsible for any unavoidable costs properly incurred by the School.

14.6 School Lunches

Lunch arrangements differ between Bellevue schools and are described within the School Schedule.

Where Parents elect to provide a packed lunch, they must comply with the School's published guidance regarding allergies, food safety and safeguarding. The School reserves the right to charge an administration fee.

Where necessary for the welfare of a Child, the School reserves the right to provide an appropriate meal and recover its reasonable cost.

14.7 Learning Support

The School is committed to supporting pupils with additional educational needs wherever reasonably practicable.

Where the Child requires provision beyond that ordinarily available to all pupils, additional charges may apply, where it is lawful to do so.

Where reasonably practicable, the School will discuss such arrangements with Parents before additional costs are incurred.

14.8 Educational Technology

The School continually invests in educational technology, including digital learning platforms and emerging technologies such as artificial intelligence.

The cost of maintaining and developing these systems forms part of the School's overall educational provision.

Where specific digital subscriptions or devices are required for individual pupils, these may be charged separately where identified in the School Schedule.

14.9 Taxes

Unless expressly stated otherwise, all Fees are exclusive of any tax which the School is legally required to charge.

Where it is required to do so, the School may add any applicable tax to Fees and / or Supplementary Charges.

The addition of any tax required by law shall not constitute a variation of this Agreement.

15. Annual Review of Fees

15.1 Fee Reviews

The School normally reviews Tuition Fees once each academic year.

However, the School reserves the right to review Fees at other times where reasonably necessary.

15.2 Factors Considered

When reviewing Fees, the School may take account of matters including:

- inflation;
- staff remuneration;
- pension contributions;
- taxation;
- National Insurance contributions;
- utility costs;
- insurance;
- educational investment;
- regulatory compliance;
- safeguarding requirements;
- capital expenditure;
- curriculum development;
- technological investment;

- changes in government policy;
- exceptional economic circumstances.

No single factor determines any increase.

15.3 Notice of Fee Changes

The School will normally provide Parents with reasonable advance notice of revised Fees before they become payable.

The School recognises the importance of enabling families to plan financially wherever reasonably possible.

15.4 Exceptional Circumstances

Where events outside the School's reasonable control materially increase the cost of providing education—including changes in taxation, legislation or government policy—the School may review Fees outside the normal annual cycle.

The School will explain the reasons for any exceptional review and will seek to provide as much notice as reasonably practicable.

16. Responsibility for Payment

16.1 Joint and Several Liability

Each Parent who is a party to this Agreement accepts liability for the payment all Fees and Supplementary Charges. Where more than one Parent enters into this Agreement their liability shall be joint and several liability.

The School may recover the whole of any outstanding sum from any one Parent without first pursuing another Parent.

This arrangement reflects the School's need for certainty regarding payment and does not affect any private financial arrangements between Parents.

16.2 Third-Party Payments

The School may agree to accept payment from another person or organisation, including:

- grandparents;
- family trusts;
- employers;
- scholarship providers;
- Local Authorities;
- sponsors.

Unless expressly agreed otherwise in writing, such arrangements do not release Parents from their obligations under this Agreement.

Should a third party fail to pay any amount due, the Parents remain responsible for payment.

16.3 Separated Parents

Where Parents separate or divorce, they shall remain jointly and severally liable for complying with their obligations, including payment obligations, under this Agreement unless the School expressly agrees otherwise in writing.

16.4 Education, Health and Care Plans

Where a Local Authority or other public body agrees to contribute towards the cost of a Child's education, Parents remain responsible for all other sums payable to the School .

If payment from a Local Authority is delayed, disputed or withheld, the School may require payment from the Parents pending resolution.

Any duplicate payment subsequently received by the School will be credited or refunded as appropriate.

17. Payment of Fees

17.1 Termly Invoices

The School will normally issue an invoice before the start of each academic term.

Each invoice will specify:

- the Tuition Fees due;
- any Supplementary Charges;
- any taxes required by law;
- any credits or adjustments; and
- the date by which payment must be received.

Parents are responsible for checking each invoice promptly and notifying the School of any query within a reasonable time.

The issue of a corrected invoice shall not affect the Parents' obligation to pay any undisputed amount by the original due date.

17.2 Due Date

Unless the School has agreed an alternative payment arrangement in writing, all Fees must be received in cleared funds by the due date shown on the invoice.

Time for payment is of the essence of this Agreement.

17.3 Methods of Payment

The School may specify the methods by which Fees may be paid.

These may include:

- Direct Debit;
- bank transfer;
- approved school fee payment plans;
- debit card; or
- any other method notified by the School.

The School may require participation in a specified payment method where this assists the efficient administration of Fees.

17.4 Instalment Arrangements

The School may, at its discretion, permit Fees to be paid by instalments via Direct Debit.

Such arrangements are a concession and do not alter the Parents' overall liability for Fees.

Failure to pay any instalment by its due date shall constitute non-payment of Fees under this Agreement.

The School may withdraw an instalment arrangement where payments are repeatedly late or where the Parents otherwise breach its terms. In such circumstance, the full balance of the termly fees shall become payable immediately.

17.5 Allocation of Payments

The School may apply any payment received to any outstanding amount owed by the Parents under this Agreement.

Where Parents have more than one Child attending the School, or another Bellevue school with which payment arrangements are shared, the School may allocate payments in the order it reasonably considers appropriate unless otherwise agreed in writing.

17.6 Payment Currency

Fees shall be paid in the currency specified by the School.

Where payment is made from overseas, the Parents are responsible for all bank charges, exchange costs and intermediary fees so that the School receives the full amount invoiced.

17.7 Queries

If Parents believe an invoice contains an error, they should notify the School as soon as reasonably practicable.

The Parents shall pay any undisputed part of the invoice by the due date whilst the query is investigated.

The School will investigate promptly and make any adjustment that is appropriate.

17.8 Receipts and Statements

The School may provide receipts, statements of account and other financial information electronically.

Parents are responsible for ensuring that their contact details remain accurate throughout the duration of this Agreement.

18. Late Payment

18.1 Our Approach

The School understands that unforeseen financial difficulties can occasionally arise.

Parents experiencing genuine financial difficulty are encouraged to contact the School at the earliest opportunity.

Where appropriate, the School may discuss temporary payment arrangements.

Nothing in this clause obliges the School to agree such arrangements.

18.2 Overdue Fees

Fees become overdue immediately after the due date shown on the invoice unless an alternative payment arrangement has been agreed in writing.

18.3 Interest

Without prejudice to any other right available to the School, interest may be charged on overdue sums at **2% per annum above the Bank of England Base Rate**, calculated daily from the due date until payment is received in full.

The School may waive interest at its discretion.

18.4 Administrative Costs

Where Fees remain unpaid, the School may recover its reasonable administrative costs incurred in pursuing payment.

Any standard administrative charges will be published within the School Schedule.

18.5 Suspension of Services

If Fees remain unpaid after reasonable reminders have been issued, the School may suspend some or all services provided under this Agreement.

Depending upon the circumstances, this may include:

- attendance at School;
- participation in educational visits;
- participation in optional activities;
- before and after School provision;
- access to certain online learning platforms;
- the release of reports, references or examination certificates where legally permissible.

Before exercising this right, the School will consider the welfare of the Child together with the individual circumstances of the family.

18.6 Debt Recovery

Where Fees remain unpaid, the School may take reasonable steps to recover the debt.

This may include:

- referring the matter to debt recovery specialists;
- commencing legal proceedings;
- enforcing any judgment obtained; and
- recovering legal costs where recoverable by law.

The School will normally notify Parents before referring a debt for external recovery.

18.7 Future Payment Conditions

Where payment has repeatedly been made late, the School may require future Fees to be paid:

- by Direct Debit;
- in advance;
- by termly payment only;
- or under another payment arrangement reasonably specified by the School.

18.8 Refusal of Re-enrolment

Persistent or serious non-payment may result in the School declining to offer a place for a subsequent academic year or educational phase, subject always to the School's obligations under this Agreement and applicable law.

19. Financial Assistance

19.1 General

The School may offer financial assistance through bursaries, scholarships, fee remissions or other discretionary awards.

Such awards are granted in accordance with the School's published policies and may be subject to separate conditions set out in the offer of the award.

19.2 Nature of Awards

Unless expressly stated otherwise:

- awards are discretionary;
- they do not amend these Master Terms and Conditions;
- they are personal to the Child;
- they may not be transferred.

19.3 Review

The School may review any award periodically in accordance with its published criteria.

Parents agree to provide any financial or other information reasonably required as part of that review.

19.4 Withdrawal

The School may reduce or withdraw an award where:

- eligibility criteria are no longer satisfied;

- information supplied proves materially inaccurate;
- the Child no longer meets the conditions attached to the award;
- the Parents are in serious breach of this Agreement.

Before withdrawing an award, the School will normally discuss the matter with the Parents.

19.5 Compassionate Assistance

Nothing in this Agreement prevents the School from exercising discretion to provide temporary financial assistance or to agree alternative payment arrangements where exceptional personal circumstances arise.

Any such decision is entirely discretionary and shall not establish a precedent or create any entitlement for the future.

PART 4

DURING YOUR CHILD'S EDUCATION

20. Our Commitment to Your Child

20.1 Our Purpose

The School is committed to providing every Child with a quality education within a safe, caring and ambitious environment.

Education extends beyond academic achievement. The School seeks to develop confident, curious and compassionate young people who are prepared for the opportunities and responsibilities of modern life.

Whilst every Child's experience will be different, the School's aim is that the Child leaves having fulfilled their potential academically, socially and personally.

20.2 Standard of Care

The School will exercise reasonable skill, care and professional judgement in providing education and pastoral support.

In doing so, the School will seek to:

- promote the Child's welfare;
- encourage intellectual curiosity;
- support emotional wellbeing;
- foster resilience and independence;
- maintain high academic standards;

- prepare the Child for life beyond School.

The School cannot, however, guarantee any particular educational outcome, examination result, university destination or career path.

20.3 Individual Needs

Every Child develops differently.

The School will seek to understand each Child's strengths, interests and areas requiring support and, where reasonably practicable, will tailor its educational approach accordingly.

Parents acknowledge that the School's ability to do so depends upon open communication and the timely sharing of relevant information.

20.4 Educational Judgement

The Parents acknowledge that educational decisions require professional judgement.

Subject to this Agreement and applicable law, decisions relating to curriculum, teaching methods, assessment, timetabling, staffing, grouping and educational provision remain matters for the professional judgement of the School.

21. Educational Provision

21.1 Curriculum

The School continually reviews and develops its curriculum.

Accordingly, it may introduce, amend or withdraw subjects, qualifications, teaching methods or educational programmes where it reasonably considers such changes to be in the educational interests of the Child and other pupils or necessary for operational, regulatory or strategic reasons.

Where significant changes are proposed, the School will endeavour to communicate these to Parents in advance.

21.2 Timetable

The School may alter:

- the structure of the School day;
- lesson timings;
- term dates (within regulatory requirements);
- examination arrangements;
- co-curricular programmes;

- staffing responsibilities.

The School may also alter the method of delivery of education, for example by remote learning.

Such alterations shall not constitute a breach of this Agreement provided they are made reasonably.

21.3 Staffing

The School employs staff whom it considers appropriately qualified and experienced.

Parents acknowledge that members of staff may join or leave the School during a Child's education.

Whilst the School will seek to maintain continuity wherever reasonably possible, it cannot guarantee that a particular teacher, tutor or coach will remain available throughout the Child's education.

21.4 Educational Visits

Educational visits form an important part of the School's curriculum.

Unless Parents notify the School otherwise where consent is required, the Child may participate in routine educational visits organised by the School.

Separate consent may be required for residential visits, overseas travel or activities involving increased risk.

Parents remain responsible for complying with payment obligations relating to any visit once bookings have been confirmed.

21.5 Guest Speakers and External Providers

From time to time the School may invite external speakers, performers, coaches or specialist providers to contribute to the educational experience of pupils.

The School will exercise reasonable care in selecting such individuals but cannot accept responsibility for opinions expressed by independent speakers, provided the School has acted reasonably in arranging the engagement.

22. Pastoral Care and Wellbeing

22.1 Welfare

The welfare of pupils is central to the School's purpose.

The School will maintain appropriate pastoral systems designed to support the Child's physical, emotional and social wellbeing.

22.2 Safeguarding

The School's safeguarding responsibilities will, in most cases, take priority over all other aspects of this Agreement.

Where the School reasonably believes that action is necessary to protect the welfare of a Child or another person, it may take whatever steps it reasonably considers appropriate in accordance with applicable law and safeguarding guidance.

This may include sharing information with statutory agencies without parental consent where it is considered to be in the Child's best interests and / or the law permits or requires.

22.3 Mental Health

The School recognises the increasing importance of mental health and emotional wellbeing.

Whilst the School seeks to provide appropriate pastoral support, Parents acknowledge that the School is not a medical or psychiatric provider.

Where a Child requires specialist assessment or treatment, the School may recommend referral to appropriately qualified professionals.

The School may request appropriate medical information where reasonably necessary to support the Child safely.

22.4 Infectious or Contagious Illness

Where a Child has, or is reasonably suspected of having, an infectious or contagious illness which may present a risk to others, the School may require the Child to remain away from School until it is satisfied that it is safe for the Child to return.

The School will act reasonably and, where appropriate, may request medical confirmation before readmission.

23. Attendance and Participation

23.1 Attendance

Regular attendance is essential to the educational progress of every Child.

Parents are responsible for ensuring that the Child attends School punctually and is properly prepared for learning.

23.2 Leave During Term Time

Parents should avoid arranging holidays or other discretionary absences during term time.

Requests for exceptional leave should be made in writing as far in advance as reasonably practicable.

The School reserves the right to decline such requests where it reasonably considers that absence would not be in the Child's educational interests.

23.3 Participation

The School requires the Parents to encourage the Child to participate fully in academic, sporting, cultural and co-curricular opportunities appropriate to their age and ability.

Participation in certain activities may remain subject to appropriate standards of behaviour, attendance, academic engagement or safety considerations.

24. Partnership with Parents

24.1 Working Together

The education of a child is most successful when the School and Parents work together in a relationship founded upon mutual trust, honesty, openness and respect.

The School values constructive dialogue with Parents and welcomes opportunities to discuss a Child's progress, wellbeing and development.

Parents acknowledge that the School's ability to educate and safeguard a Child depends upon timely communication, mutual cooperation and confidence in one another's respective roles.

24.2 Shared Responsibilities

Throughout the Child's education, Parents agree to:

- support the School's educational aims and values;
- encourage the Child to engage positively with School life;
- communicate honestly and promptly with the School;
- attend meetings where reasonably requested;
- comply with this Agreement and the School's published policies;
- ensure that the Child complies with applicable policies and the School Rules, appropriate to their age.

Likewise, the School will seek to communicate openly with Parents regarding matters affecting the Child's education or welfare.

24.3 Educational Partnership

Parents acknowledge that teachers and School leaders exercise professional educational judgement.

Whilst Parents are encouraged to express views and ask questions, decisions regarding educational provision, staffing, curriculum, behaviour management and the day-to-day operation of the School remain matters for the professional judgement of the School.

The School will always seek to explain significant decisions affecting a Child wherever reasonably practicable.

24.4 Honest Communication

Parents agree to provide the School with complete, accurate and up-to-date information relating to the Child.

This includes information concerning:

- health;
- wellbeing;
- family circumstances where relevant to the Child's welfare;
- safeguarding;
- learning needs;
- court orders;
- emergency contacts;
- changes in parental responsibility;
- changes of address or contact details.

The School is entitled to rely upon information provided by the Parents unless notified otherwise.

25. Parent Conduct

25.1 Respect

The School is committed to maintaining a professional, respectful and welcoming environment for pupils, Parents, staff, governors and visitors.

Parents are expected to communicate courteously and respectfully with every member of the School community.

25.2 Expected Standards

Parents must not engage in conduct which is reasonably likely to:

- intimidate, harass, victimise, threaten or abuse members of staff, other parents or pupils

- undermine the welfare of children;
- interfere with the proper operation of the School;
- damage relationships within the School community.

The School recognises that disagreement may arise from time to time.

Disagreement, in itself, does not constitute unreasonable conduct.

25.3 Raising Concerns

The School welcomes constructive feedback and encourages Parents to raise concerns promptly through the appropriate channels.

Parents will not be disadvantaged because they have raised a genuine concern or made a complaint in good faith.

The School likewise expects concerns to be raised respectfully and without personal abuse.

25.4 Unreasonable Conduct

Examples of conduct which the School may regard as unreasonable include:

- abusive or threatening language;
- aggressive behaviour towards staff;
- repeated personal attacks;
- harassment;
- discrimination;
- knowingly false allegations;
- malicious complaints;
- repeated communications which are excessive, abusive or vexatious;
- behaviour causing members of staff to fear for their safety or wellbeing.

This list is illustrative and not exhaustive.

25.5 Online Behaviour

Parents acknowledge that comments made online can have a significant impact upon pupils, other families and members of staff.

Parents therefore agree to exercise the same standards of courtesy and respect online as they would in person.

Nothing in this Agreement prevents Parents from expressing honestly held opinions or exercising any legal right.

However, Parents must not knowingly publish material which:

- is false or misleading;
- is defamatory;
- breaches confidentiality;
- compromises safeguarding;
- identifies another child without appropriate authority;
- constitutes harassment of any member of the School community;
- is potentially damaging to the School's reputation.

25.6 Messaging Groups and Social Media

The School recognises that Parents may communicate through private messaging groups, community forums and social media platforms.

Such forums can play a positive role in building community.

However, they can also spread misinformation and cause unnecessary anxiety if concerns are discussed before the School has had a reasonable opportunity to investigate them.

Accordingly, where concerns relate to a Child's education, welfare or the operation of the School, Parents are encouraged to raise those concerns directly with the School in the first instance.

The School cannot monitor or regulate private communications between Parents but expects behaviour within such groups to remain consistent with the standards of courtesy and respect described in this Agreement.

25.7 School Events

Parents attending School events are expected to conduct themselves in a manner consistent with the values of the School.

The School may require any person to leave School premises where their behaviour reasonably gives rise to concerns regarding safety, welfare or the orderly conduct of the event.

Failure to comply with the expectation or requirement in this clause may constitute unreasonable conduct.

26. The Child's Responsibilities

As pupils mature, they increasingly become responsible for their own conduct and contribution to School life.

Accordingly, Parents will ensure that the Child will:

- behave honestly and respectfully;
- treat others with dignity;
- contribute positively to the School community;
- follow reasonable instructions given by members of staff;
- comply with the School Rules;
- use technology responsibly;
- protect the wellbeing and safety of others.

27. Special Educational Needs and Disability (SEND)

27.1 Our Commitment

The School welcomes pupils with a wide range of abilities, talents and educational needs.

The School is committed to providing an inclusive educational environment and will make reasonable adjustments where required by law and where it is reasonable to do so, taking account of the needs of the Child, the interests of other pupils and the resources available to the School.

The School recognises that successful support for pupils with additional needs depends upon a close and constructive partnership with Parents.

27.2 Disclosure

Parents must provide full and accurate information regarding any matter which may affect the Child's education or welfare.

This includes, without limitation:

- diagnosed or suspected special educational needs;
- disabilities;
- learning difficulties;
- neurodevelopmental conditions;
- mental health conditions;
- behavioural difficulties;
- previous educational support;
- reports prepared by psychologists or other specialists;
- any Education, Health and Care Plan ("EHCP") or equivalent.

Parents must continue to update the School promptly if circumstances change during the Child's education.

27.3 Assessment

Where the School reasonably believes that further assessment may benefit the Child, it may recommend assessment by an appropriately qualified professional at the Parents' expense.

The School will explain the reasons for any such recommendation.

Parents agree to give proper consideration to those recommendations and to cooperate in obtaining any assessment that is reasonably necessary for the School to understand and support the Child's needs.

27.4 Additional Support

Where the School concludes that the Child requires additional provision beyond that ordinarily provided for all pupils, the School may:

- recommend specialist intervention;
- implement reasonable adjustments;
- provide additional learning support;
- arrange external professional involvement;
- agree an individual support plan.

Where additional provision which is not a reasonable adjustment gives rise to additional cost, the School will discuss this with Parents before such costs are incurred, wherever reasonably practicable.

27.5 Limits of Provision

Parents acknowledge that, despite the School's commitment to inclusion, there may be circumstances in which the School can no longer reasonably meet the Child's educational, pastoral or welfare needs.

Before reaching such a conclusion, the School will normally:

- meet with the Parents;
- consider relevant professional advice;
- explore reasonable adjustments;
- consider whether further support can reasonably be provided.

If, having taken those steps, the School reasonably concludes that it can no longer provide an appropriate education, it may require the Child to leave the School. Please see also clause 38 below.

28. Behaviour

28.1 Principles

The School seeks to foster a culture of kindness, respect, honesty, responsibility and ambition.

Behaviour expectations exist not merely to maintain order but to create an environment in which every pupil can learn safely and flourish.

28.2 School Rules

The Parents must ensure that the Child knows that they are required to comply with the School Rules and with all reasonable instructions given by members of staff. The Parents acknowledge that if the Child is in breach of the School Rules, they may be subject to disciplinary action.

The School Rules may be updated from time to time to reflect changes in educational practice, safeguarding requirements or operational needs.

28.3 Conduct Beyond the School

The School may take account of behaviour occurring outside School where it reasonably affects:

- another pupil;
- a member of staff;
- the reputation of the School;
- the welfare of the School community;
- the safe operation of the School.

This includes behaviour occurring:

- online;
- during educational visits;
- while travelling to or from School;
- during School-organised activities.

28.4 Bullying

The School has a zero-tolerance approach to bullying.

Bullying includes behaviour occurring in person, online or by any other means.

The School will investigate allegations of bullying fairly and proportionately in accordance with its published policies and may take appropriate disciplinary action.

28.5 Searches

Where permitted by law and where reasonably necessary for safeguarding, health and safety or disciplinary purposes, authorised members of staff may search the Child's possessions.

Searches will be conducted respectfully, proportionately and in accordance with applicable legislation and School policy.

28.6 Prohibited Items

The School may confiscate prohibited items in accordance with applicable law and its published policies.

These may include:

- illegal drugs;
- alcohol;
- tobacco and vaping products;
- offensive weapons;
- fireworks;
- stolen property;
- inappropriate electronic material;
- any other item which the School reasonably believes presents a risk to the welfare of pupils or staff.

29. Technology and Artificial Intelligence

29.1 Digital Learning

Technology forms an integral part of modern education.

The School may require pupils to use digital platforms, online learning environments and educational software approved by the School.

Parents acknowledge that such systems may change during the Child's education as technology develops.

29.2 Acceptable Use

The Child must use technology responsibly, lawfully and in accordance with the School's Acceptable Use Policy.

Parents agree to support the School in promoting safe and responsible digital behaviour and acknowledge that any breach of the Acceptable Use Policy by the Child may result in disciplinary action.

29.3 Artificial Intelligence

The School recognises that artificial intelligence ("AI") is becoming an increasingly important educational tool.

The School may permit, restrict or prohibit the use of AI for particular educational activities depending upon the educational objectives of those activities.

Where required by the School, the Child must declare any use of AI in preparing assignments or coursework.

Failure to comply with the School's or examination body's published AI requirements may constitute academic misconduct and / or disciplinary action.

29.4 Digital Integrity

The School expects the Child to use technology honestly.

Without limitation, the Child must not:

- submit AI-generated work as their own where prohibited;
- manipulate images or recordings in a misleading manner;
- create or distribute deepfakes;
- impersonate another individual online;
- interfere with School technology systems;
- access another person's account without authority.

A failure to comply with above requirements may result in disciplinary action.

29.5 Cyber Security

Parents and the Child share responsibility for protecting access to School systems.

Parents should take reasonable steps to:

- protect passwords;
- secure devices used to access School systems;
- notify the School promptly of suspected phishing or fraud;
- report any suspected compromise of School accounts.

The School may suspend or restrict access to digital systems where reasonably necessary to protect pupils, staff or School infrastructure.

29.6 Digital Monitoring

The School may monitor the use of its digital systems where reasonably necessary:

- to safeguard pupils;
- to investigate misconduct;
- to protect network security;
- to comply with legal obligations;
- to maintain the effective operation of School systems.

Such monitoring will be undertaken in accordance with applicable data protection legislation and the School's published policies.

PART 5

INFORMATION, HEALTH AND SAFEGUARDING

30. Health and Medical Care

30.1 Shared Responsibility

The health, safety and wellbeing of the Child is a shared responsibility between the School and Parents.

Parents are responsible for ensuring that the School receives complete and accurate information regarding the Child's health before admission and throughout the Child's education.

30.2 Medical Information

Parents must promptly notify the School of any material change affecting the Child, including:

- medical conditions;
- allergies;
- medication;
- disabilities;
- mental health conditions;
- infectious diseases;
- dietary requirements;
- emergency medical information;
- any other matter reasonably affecting the Child's welfare or the safety of others.

The School may request updated medical information whenever reasonably necessary. If Parents withhold information reasonably requested, this may constitute unreasonable conduct.

30.3 Medicines

The School will administer medicines only in accordance with its published Medical Policy.

Parents remain responsible for ensuring that medicines supplied to the School:

- are correctly labelled;
- are within their expiry date;
- are accompanied by appropriate dosage instructions;
- are delivered in accordance with School procedures.

30.4 Emergency Treatment

If the Child requires urgent medical treatment whilst under the School's care, the School will make reasonable efforts to contact the Parents before treatment is authorised.

Where Parents cannot be contacted, they authorise the School to obtain emergency medical advice and treatment considered necessary by appropriately qualified healthcare professionals.

This authority includes emergency surgery, anaesthesia and blood transfusion unless Parents have previously notified the School in writing of a lawful objection.

The School will notify Parents as soon as reasonably practicable following any emergency.

30.5 Medical Fitness

Where the School reasonably believes that a Child's health may affect their own welfare or the welfare of others, the School may require appropriate medical evidence before permitting the Child to attend School or participate in particular activities.

The School will act reasonably and proportionately when exercising this discretion.

31. Safeguarding

31.1 Paramount Importance

Safeguarding is the School's highest priority.

Nothing in this Agreement limits the School's ability to take immediate action where it reasonably believes such action is necessary to protect a Child or another person.

31.2 Legal Duties

The School must comply with safeguarding legislation, statutory guidance and regulatory requirements.

Accordingly, the School may:

- share information with statutory authorities;
- seek advice from safeguarding professionals;
- make referrals;
- restrict information provided to Parents where legally required;

- act without parental consent where permitted or required by law.

The School will always seek to balance transparency with its safeguarding obligations.

31.3 Child Welfare

Where there is a conflict between parental wishes and the School's safeguarding responsibilities, the School's safeguarding responsibilities shall prevail.

32. Data Protection

32.1 Personal Information

The School processes personal information relating to pupils, Parents and other members of the School community for purposes including:

- providing education;
- safeguarding;
- admissions;
- pastoral care;
- administration;
- finance;
- regulatory compliance;
- alumni relations;
- educational development.

Processing will take place in accordance with applicable UK data protection laws.

32.2 Sharing Information

The School may share personal information where reasonably necessary with:

- examination boards;
- universities;
- Local Authorities;
- regulators;
- safeguarding agencies;
- healthcare professionals;
- insurers;
- educational specialists;
- Bellevue Education group companies;
- schools to which references are requested.

Information will be shared only where there is an appropriate legal basis.

32.3 Group Services

Parents acknowledge that the School forms part of Bellevue Education and that certain services are provided centrally across the Bellevue Education group, including:

- finance;
- admissions;
- safeguarding support;
- information technology;
- governance;
- human resources;
- compliance;
- educational improvement.

Accordingly, information may be shared within the Bellevue group where reasonably necessary and in accordance with applicable data protection laws.

32.4 Accuracy

Parents must ensure that the School always holds accurate and up-to-date contact information.

Failure to notify changes promptly may affect the School's ability to communicate important information.

33. Photography, Film and Media

33.1 Educational Purposes

Parents acknowledge that the School may photograph, film or otherwise record the Child for legitimate educational, safeguarding, security and administrative purposes.

33.2 Promotional Use

The School may use photographs or recordings of the Child in:

- School publications;
- newsletters;
- prospectuses;
- websites;
- social media;
- marketing materials;
- alumni publications.

33.3 School Events

Parents acknowledge that photographs and recordings may be taken by families attending concerts, sports fixtures, performances and other public School events.

Parents also acknowledge that the School cannot control the subsequent use of such recordings by third parties but may publish guidance designed to promote respectful and responsible use.

33.4 Media

From time to time journalists, broadcasters or professional photographers may attend School events.

The School will seek appropriate consent from the Parents and the Child, if of sufficient maturity and understanding, where such consent is required.

34. Confidentiality

The School owes duties of confidentiality to the Child, Parents and members of staff.

Accordingly, the School may decline to disclose confidential information where disclosure would:

- breach legal obligations;
- compromise safeguarding;
- infringe another person's privacy;
- prejudice disciplinary or employment processes;
- otherwise be contrary to law.

Nothing in this clause limits the School's legal duties to disclose information where disclosure is required by law.

35. Communications

35.1 General

The School believes that timely, open and respectful communication is essential to an effective partnership with Parents.

The School will normally communicate using electronic methods unless another arrangement has been agreed.

Subject to clause 35.3 below, communications from one Parent will be deemed to be from both Parents unless the School receives an express contrary view. The exception to this is notice, the requirements for which are set out in clause 36.1 below.

35.2 Contact Details

Parents must ensure that the School is informed promptly of any changes to emergency contacts, telephone numbers, postal addresses and email addresses and that this remain accurate and up to date throughout the Child's education.

The School may rely upon the most recent contact details held on its records.

35.3 Authority to Communicate

Unless the School has been notified otherwise by a court order or other legally binding restriction, the School may communicate with either Parent who is a party to this Agreement.

The School is not responsible for transmitting communications between separated Parents.

35.4 Electronic Communications

Email, secure parent portals and other electronic systems approved by the School shall satisfy any requirement within this Agreement for communication in writing unless expressly stated otherwise.

Parents are responsible for checking communications issued through the School's approved systems.

PART 6

ENDING THIS AGREEMENT

36. Withdrawal by Parents

36.1 Right to Withdraw

Parents may withdraw the Child from the School at any time by giving written notice to the Head. Notice given by all Parents who have entered into this Agreement; or one such Parent with the prior written consent of all other Parents; and in either case the prior written consent of any other person with Parental Responsibility where appropriate.

The notice requirements set out in this Agreement apply regardless of the reason for withdrawal unless the School expressly agrees otherwise in writing.

36.2 Notice Required

Except where this Agreement provides otherwise, Parents must give a **Full Term's Notice** before withdrawing the Child.

Where a Full Term's Notice is not given, the Parents shall pay Fees in lieu of notice in accordance with Clause 36.3.

36.3 Fees in Lieu of Notice

Where Parents fail to give the applicable notice required under this Agreement, they shall pay to the School as term's Fees in lieu of notice.

Unless the School determines otherwise, this amount shall not include charges relating to optional services which would not have been incurred during the notice period.

The School may deduct any Deposit held against Fees in lieu of notice.

Payment of Fees in lieu of notice does not oblige the Child to attend School during the notice period.

36.4 Termination by the School.

The School may terminate this contract:

On a Full Term's Notice in writing where it has good cause and following consultation with the Parents and also the Child, if of sufficient maturity and understanding. The Deposit will be refunded without interest, less any outstanding balance of Fees; or

Immediately where the Child does not have the appropriate immigration permission to live in the jurisdiction of the School and to study at the School; or

Immediately where either of the Parents has made a false declaration or given a false or misleading disclosure to the School or has failed to disclose to the School anything which they are required to disclose; or

Immediately if at any time either of the Parents is declared bankrupt or is a Designated Person under any UK enactment or convicted of a criminal offence anywhere in the world.

PART 7

37. Suspension

37.1 Power to Suspend

The Head may suspend the Child where this is reasonably considered necessary:

- whilst allegations are investigated;
- following serious misconduct;
- to protect the welfare of pupils or staff;

- to preserve the integrity of an investigation;
- for health or safety reasons.

Suspension may be with immediate effect where circumstances require.

37.2 During Suspension

During any period of suspension the School may:

- require the Child to remain away from School;
- restrict participation in activities;
- require completion of work remotely;
- impose reasonable conditions before return.

The School will seek to minimise disruption to the Child's education and pastoral support where reasonably practicable.

37.3 Fees

Unless the School determines otherwise, Tuition Fees remain payable during any period of suspension.

38. Required Removal

38.1 General

The School may require Parents to remove the Child where, in the reasonable opinion of the Head, continuation of the Child's attendance is no longer appropriate, either for reasons of the Parents unreasonable conduct or for another circumstance, including one of those in the non-exhaustive list at clause 38.2 below; or

The School reasonably concludes that it can no longer provide an appropriate educational environment for the Child or for the wider School community.

38.2 Circumstances

Examples may include:

- the Child's educational needs can no longer reasonably be met by the School;
- the relationship of trust and confidence between the School and the Parents has irretrievably broken down;
- the Child's attendance seriously undermines the education or welfare of others;
- the Parents have committed a serious breach of this Agreement;
- safeguarding concerns make continued attendance inappropriate;
- cooperation necessary to support the Child has irretrievably broken down.

38.3 Process

Before requiring removal, the School will normally:

- explain its concerns;
- meet with the Parents;
- consider representations made by the Parents;
- consider alternative approaches where appropriate;
- communicate its decision in writing.

The School may depart from this process where immediate action is reasonably necessary for safeguarding or safety reasons.

38.4 Fees

Unless otherwise stated in the decision letter, there shall be no refund of Fees or Deposit upon a required removal.

39. Expulsion

39.1 Serious Misconduct

The Head may expel the Child for serious misconduct.

Expulsion is reserved for the most serious cases.

39.2 Examples

Serious misconduct may include:

- serious violence;
- possession or supply of illegal drugs;
- serious bullying;
- sexual misconduct;
- criminal conduct;
- deliberate serious damage to property;
- possession of offensive weapons;
- persistent serious misconduct despite previous interventions;
- serious breaches of safeguarding;
- conduct seriously damaging the reputation of the School.

This list is not exhaustive.

39.3 Investigation

The School will investigate allegations fairly and proportionately.

The Child will normally have an opportunity to respond to the allegations before a decision is reached, having regard to the Child's age and understanding.

Parents will ordinarily be invited to participate in the process.

39.4 Decision

The Head's decision shall be communicated in writing together with the principal reasons for the decision.

39.5 Review

Parents may request a review of an expulsion decision under the School's Review Procedure.

The review shall not ordinarily involve a complete rehearing but shall consider whether:

- the process was fair;
- the decision was reasonable;
- relevant information was properly considered;
- the outcome fell within the range of reasonable decisions available.

The review panel's decision shall be final.

40. After the Agreement Ends

Termination of this Agreement under Part 6 or Part 7 does not affect:

- any outstanding Fees;
- any accrued legal rights;
- confidentiality obligations;
- data retention obligations;
- liability arising before termination.

The School will provide reasonable assistance with the transfer of educational records where appropriate and in accordance with applicable law.

PART 8

GENERAL LEGAL PROVISIONS

41. Liability

41.1 Our Responsibility

The School accepts responsibility for loss or damage caused by its negligence or by the negligence of its employees where the School is legally responsible.

Nothing in this Agreement excludes or limits liability which cannot lawfully be excluded or limited.

41.2 Educational Outcomes

The School cannot guarantee:

- academic achievement;
- examination results;
- university offers;
- scholarships;
- sporting success;
- artistic success;
- future employment outcomes.

Educational outcomes depend upon many factors beyond the School's reasonable control, including the Child's own engagement, aptitude and circumstances.

41.3 Personal Property

Parents acknowledge that the Child may bring personal belongings to School at their own risk.

The School will take reasonable care of property entrusted to it but is not responsible for accidental loss or damage unless caused by the School's negligence.

Parents are encouraged to ensure that valuable items are clearly labelled and insured where appropriate.

The School, at its sole discretion may prohibit the Child from bringing specified items onto School premises.

41.4 Insurance

The School maintains such insurance as it reasonably considers appropriate for its activities.

Parents remain responsible for arranging insurance for the Child's personal belongings and for any other risks not covered by the School's insurance arrangements.

42. Events Beyond Our Reasonable Control

42.1 Force Majeure

The parties to this Agreement shall not be liable for any failure or delay in performing its obligations where this results from circumstances beyond its reasonable control.

Examples include:

- severe weather;
- flood;
- fire;
- epidemic or pandemic;
- industrial action by third parties;
- interruption to utilities;
- cyber attacks by third parties;
- government action;
- terrorism;
- civil disorder;
- war;
- any other event beyond the reasonable control of the School.

42.2 Continuity of Education

Where it suffers a force majeure event, and where reasonably practicable, the School will seek to continue providing education by alternative means.

This may include:

- remote learning;
- hybrid learning;
- temporary relocation;
- revised timetables;
- alternative assessment arrangements.

Parents acknowledge that the educational experience provided in such circumstances may differ from normal School operations.

42.3 Fees During Disruption

Unless otherwise required by law, Fees remain payable where the School continues to provide education or makes reasonable alternative educational arrangements during a force majeure event.

43. Changes to this Agreement

43.1 Annual Review

The School may review these Master Terms and Conditions from time to time to reflect:

- changes in law;
- regulatory requirements;
- educational practice;
- safeguarding guidance;
- operational needs;
- developments in technology;
- changes within Bellevue Education.

43.2 Notice of Changes

Where the School makes material changes to these Master Terms and Conditions, Parents will normally receive reasonable advance notice before the changes take effect.

If a Parent reasonably believes that a material change substantially disadvantages them, they should notify the School promptly so that the matter can be discussed.

43.3 School Schedule and Local Addendum

The School Schedule and / or any Local Addendum, if applicable, may be updated more frequently to reflect operational matters specific to the School, including Fees, contact details and local arrangements.

44. Notices

Any formal notice required under this Agreement must be given in writing.

A notice may be delivered:

- by email;
- through an approved electronic parent portal where expressly permitted;
- by first-class post; or
- by hand.

A notice shall be treated as received:

- immediately, if delivered by hand;
- on the next working day after transmission by email unless a delivery failure notice is received;
- two working days after posting by first-class post.

45. Entire Agreement

This Agreement constitutes the entire contractual agreement between the School and the Parents relating to the Child's education.

It supersedes all previous discussions, correspondence and understandings relating to the matters covered by this Agreement.

Nothing in this clause limits liability for fraud or fraudulent misrepresentation.

46. Waiver

If either party delays in exercising any right under this Agreement, that delay shall not prevent that right from being exercised later.

A waiver of one breach shall not constitute a waiver of any subsequent breach.

47. Severability

If any provision of this Agreement is found by a court or other competent authority to be unlawful, invalid or unenforceable, the remaining provisions shall continue in full force and effect.

Where possible, the invalid provision shall be interpreted or modified so as to give effect to its intended commercial purpose.

48. Third Party Rights

A person, including the Child, who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any provision of this Agreement, except where expressly stated.

This does not affect any right or remedy available under that Act independently of this clause.

49. Governing Law and Jurisdiction

Except where local laws conflict with these Master Terms and Conditions, this Agreement and any dispute arising out of or in connection with it shall be governed by the laws of England and Wales.

Subject to any mandatory legal rights available to Parents, the courts of England and Wales shall have exclusive jurisdiction.