

1.1

In these terms and conditions, some words and phrases have particular meanings. Such defined terms are set out below and when used in these terms and conditions they shall

" " or the " " means each person who has signed the Acceptance Form as a 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.

In these terms and conditions, we sometimes provide illustrative examples to provide you with a better understanding of what we are referring to. We do this by using the words " ", " " or " ". When we use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

We also use headings to introduce separate provisions. These headings are for ease of reference only.

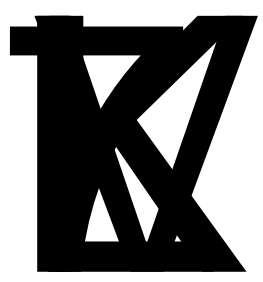
1.2 . We are Haileybury College (known day-to-day as Haileybury) a charity registered in England with registered charity number 310013. Our registered office is at Haileybury, Hertford Heath, Hertford, SG13 7NU.

1.3 . The , the , and (as in each case may be amended from time to time) form an agreement (the " ") between you and the School. This contract is between us and you. It is not intended that the terms of this contract shall be enforceable by or for child or by any other third party.

1.4 .
1.4.1 Registration fee.

1.5 .

1.6 .



4.1 . Unless set out in the Schedule of Fees or notified to you at any time, the fees include the costs we incur in the usual course of educating your child and, if applicable, facilitating our boarding provision.

4.2 . We refer to any items charged to you in addition to the fees as . By way of example, any extra-curricular activities (such as individual music lessons, trips and visits) in which you agree your child may participate and which need to be paid for will 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. A list of our additional charges is on the School's website, or available from our Finance Department.

4.3 . 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 (also known as "joint and several"). Each person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the fees and additional charges owing to the School are paid. In practice, this means that if fees or additional charges have not been paid then in order to recover the outstanding payments, the School can, at its discretion, choose to seek payment of the amount outstanding from either parent or both parents. The only exceptions to this are set out in Clause 4.4 below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the School, and do not extinguish either parent's liability for the fees and additional charges due under this contract.

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. The annual fees are divided into three equal parts and are charged separately on a termly basis, regardless of the length of any term. Each term's fees fall due for payment by you seven days before the first day of that term. Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 4.4 above). The fees must be paid in full by direct debit or direct bank

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4.15

From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify:

4.15.1 your identity and/or place of residence;

4.15.2 your child's identity;



that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;

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

residence;

4.15.5 the legitimate source of funds you are using to pay the fees; and e .15.f

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7.2.4 the School is unable to meet your child's needs, including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.

7.3

Should the

Master exercise their right under either Clause 7.1 or Clause 7.2 above:

7.3.1 you will not be entitled to any refund or remission of fees or additional charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed;

7.3.2 the deposit will be forfeited and retained by the School (except in cases of required removal under Clauses 7.2.2, 7.2.3 and/or 7.2.4); and

7.3.3 in respect of exclusions and required removals, fees in lieu of notice will not be payable and any fees and/or additional charges shall also not

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Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury. You also consent to your child participating in trips and visits org

affect your ability to pay the fees and additional charges, any changes to their immigration status, and information relating to your child's health or special educational needs or medical conditions);

9.2.4 ensuring that all details or other information notified or other

- 11.5.1 as set out in this Clause 11.5.1 and the School's Privacy Notice which is available on the School's website as it varies from time to time;
- 11.5.2 in order to comply with any order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- 11.5.3 to perform our obligations under this contract and where otherwise reasonably necessary for the School's purposes.

11.6

order to comply with our responsibilities as a licensed Independent Sponsor for immigration purposes, we need to ensure that we have sufficient information to verify your identity. We may require documentation to be provided to you and/or your child to be submitted to the Home Office (and to document any changes in your or your child's details). This may include information that is required to be removed from your child's records.

we will not recognise any intellectual property rights generated or owned by your child.

our rights and obligations under this contract. We will notify you in writing if this contract is terminated under this contract.

14.1

14.1 as a result of obligations under this contract.

14.1 as a result of obligations under this contract. We will notify you in writing if this contract is terminated under this contract.

School shall try during the continuance of the event to continue to provide educational services (e.g. by providing appropriate educational services remotely).

15.3

- 16.3.3 sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
- 16.3.4 otherwise sent to the School's address by first or second class post.

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) we recommend that if you provide notice you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and within 7 days (during a school holiday period) after sending the notice.

17.1 _____ . 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.

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

_____. 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. For example, if the updated terms and conditions are to take effect at the start of the Autumn term, we will notify you before the end of the preceding Spring term.