



1. Definitions

A) In these terms and conditions and in the Acceptance Form some words and phrases have particular meanings. These are set out here:

“Acceptance Form”

Means the form provided by the School for the parent to complete when accepting a place for their child at the School.

“Child”

Means a child of whatever age admitted by the School to be educated and includes any pupil over the age of 18.

“The Complaints Procedure”

Is 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. It does not form part of the contract between you and the School. A copy of the procedure is available from the School at any time upon request.

“Fees”

Means the fees set out in the schedule of fees as amended from time to time. Schedule of fees means the published note of the School’s prevailing fees notified to you from time to time and a copy of which remains available at any time upon request.

“Head”

Means the person appointed by the Directors 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.

“Including”

Use of the word “including” shall be construed such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

“School Rules”

Means the rules of the School as may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. The School Rules are discussed with pupils on entry to the School and a copy is available at any time on request. In the Senior School the School Rules are published in the Student Planner. In the Junior School the School Rules are published as the Junior School Charter.

“Term”

Means a term of the School as notified to parents from time to time.

“A Term’s Notice / A Half-Terms Notice”

Means written notice given not later than the first day of the term / half term preceding the term / half term to which the notice relates.

“Terms and Conditions”

Means these terms and conditions as amended from time to time.

“We” or “the School”

Means the legal entity carrying on as Wolverhampton Grammar School Ltd or its duly authorised representatives (as the context requires).

“You” or “the Parents”

Means each person who has signed the Acceptance Form as a parent or guardian of the child, or a person who with the School’s express written consent replaces a person who has signed the Acceptance Form (and “your” will be construed accordingly)

B) The Acceptance Form, the Schedule of Fees, the School Rules and the Terms and Conditions (as in each case may be varied from time to time) form the terms of the contract between you and Wolverhampton Grammar School Ltd. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance Fee

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 non-refundable acceptance fee. The acceptance fee is charged to cover the administration costs involved prior to your child's admission to the School.

B) If you wish to withdraw your acceptance of a place, after submitting the Acceptance Form and paying the fee, but before your child starts at the School, you must give written notice to the Head to that effect prior to the first day of the term immediately preceding the term in which your child was due to start. If such notice is received by the School by that time the fee will be non refundable but no further fees will be payable. However, if such notice is received on or after that date (or if no notice is received) a term's fee 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 in which in your child was due to start. Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you. Fees in lieu of notice will include, where applicable, any additional charges due under the OpAL Programme.

3. School Fees

A) All the costs incurred in the usual course of the education provided by the School of your child, including the provision of any necessary educational materials and any that may be set out in the Schedule of Fees shall be met by the fees, unless otherwise notified by the School.

B) Any extra-curricular activities (such as private music lessons, trips and visits) and transport costs in which you agree in advance your child may participate shall be deemed to be extra to items met by the fees and charged for accordingly. In addition (and by way of further example), all public examination charges shall be charged as extra to the fees with the exception of AS level fees. Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as an extra to the fees.

C.i) Each of you who signed the Acceptance Form is liable for the whole of the fees due and any and all extra charges and each of you remains liable to the School for the whole of the fees and extra charges due, unless and until the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any extra charges (or any part of them).

C.ii) A person who has signed the Acceptance Form may withdraw this contract with the School by submitting a term's notice, provided that they have obtained the prior written consent of both the School and any other person who has signed the Acceptance Form.

C.iii) If your child has been offered a scholarship/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 by reference to) the terms upon which the 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, but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.

D.i) Each term's fees accrue separately and the fees payable in respect of each term fall due on the first day of term and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School may have agreed separately shall pay the fees under Section 3C.i). The fees must be paid in full on or before the first day of the term to which the invoice relates.

D.ii) The School may agree that the fees that fall due in relation to any term can be paid in instalments. If the School so agrees in relation to any term's fees then the School and those liable for those fees will agree separately in writing the amount of each term's fees that are to be deferred and the anticipated schedule of instalments by which the deferred amount is to be paid. In such circumstances and in any event, the agreed amount for each term is to be paid by direct debit in not more than four instalments within a period that does not exceed twelve months beginning with the date of the relevant invoice. The School shall issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which shall be evidence of the separate agreement for the payment of that term's fees.

E) Any and all extra charges for extra-curricular activities for each term (and for other charges that were agreed during the previous term) will be invoiced on your main School bill and sent to you before the start of the next term. All such extra charges must be paid in full on or before the first day of the then forthcoming term unless an agreement for payment of fees by instalments exists under Section 3D.ii)

F.i) We reserve the right to refuse to allow your child to attend the School and/or to withhold any references while fees and/or extra charges remain unpaid or if there is a default in relation to the payment of fees and/or extra charges on more than one occasion.

F.ii) We may make an interest charge of 3% per annum above the School's base rate on late payments. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay the School the interest together with the overdue amount.

F.iii) Unless we expressly agree otherwise in writing to you, if we reasonably and properly incur any costs (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgement was made in the School's favour) in recovering or attempting to recover fees or any extra charges from you (or either of you) that have not been paid in accordance with the terms of this contract, then you shall be responsible for paying such costs in addition to the fees and/or extra charges (as the case may be) and any interest applied to such amounts.

F.iv) You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees or extra charges.

G) 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 start of the preceding term before the increase is to take effect. If parents wish to withdraw their child due to the fee increase, a minimum of a terms notice must be given (See Section 4).

H) Fees and any extra charges will not be reduced as a result of absence due to illness or otherwise. Neither will they be reduced as a result of study leave or time spent at home following public examinations.

4. Notice Requirements

A) If you wish to withdraw your child from the School (other than at the normal leaving date), you shall either give a term's written notice to the Head to that effect or shall 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. Fees in lieu of notice will include, where applicable, any additional charges due under the OpAL Programme.

B) In cases under A) above, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of term which would have been the final term of provision if a term's notice had been given. The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees to obtain a refund of fees by withdrawing your child part-way through a term.

C) If you wish to withdraw your child from an activity charged for as an extra (e.g. music and transport) or opt out from School lunches you shall give a half-term's notice to that effect or shall pay to the School as a debt half a term's charges for the activity in which your child has ceased to participate and for half a term's lunch charges.

5. School Rules

A) Unless prevented by sickness or some other reason satisfactory to the Head, your child will at all times regularly and punctually attend the School during School hours, including Saturdays and other special occasions (e.g. Open Day) when required to by the Head.

B) Your child will follow the prescribed course of study at the School, including attending all such public and other examinations as form part of that course, and completing private studies and homework set by the School. He/she will take part in School sport and other extracurricular activities, including representing the School in competition if called upon to do so. Unless it is unavoidable, you should avoid removing your child from School during term time. If, on the very rare occasion that such an absence may be necessary, you should write to the Head requesting his/her authorisation and providing as much notice as possible.

C) It is a condition of remaining at the School that your child will comply at all times throughout his/her membership of the School with the rules and regulations of the School as laid down by the Head and the Directors. This will include the requirements of appearance, dress and behaviour as may be issued from time to time by the School (if not already included within the School Rules).

D) The School reserves the right, subject to data protection, to monitor your child's email communications and internet use for the purpose of ensuring compliance with the School Rules.

6. Suspension, Exclusion and Required Removal

A) The Head may in his or her discretion suspend or, in serious or persistent cases, permanently exclude your child from the School if the Head reasonably considers that your child's conduct or behaviour (including behaviour or conduct outside the School) is unsatisfactory and the suspension or exclusion is in the School's best interest or those of your child or other children. A balance of probabilities test will apply to whether or not misconduct or poor behaviour has occurred.

B) The Head may in his or her discretion require you to remove your child from the School if the Head reasonably considers that:

B.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 well-being 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

B.ii) your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children.

B.iii) the School cannot provide adequately for your child's special educational needs.

C) Should the Head exercise his or her right to suspend your child under Section 6A) or Section 6B.i) you will not be entitled to any refund or remission of fees or extra charges due (whether paid or payable). If your child is permanently excluded from the School under Section 6A or you are required to remove your child from the School as a result of the Head exercising his or her discretion under Sections 6 B.i), B.ii) or B.iii), then you will not be entitled to any refund or remission of fees or extra charges due (whether paid or payable) up to the date of removal but fees in lieu of notice will not be payable and any prepaid fees and/or extra charges for the period after the removal will be refunded.

D) The 'School Rules' set out some examples of offences likely to be punishable by exclusion. These examples are not exhaustive and the Head may decide that exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.

E) Parents acknowledge that any review of serious disciplinary matters or decisions taken by the School and/or Head under this Section 6 shall be governed by either the Concerns and Complaints Procedure or in the case of a permanent exclusion, the Procedure in Case of Request for Review of a Decision to Exclude.

7. The School's Obligations

A.i) Subject to these terms and conditions, the School undertakes to accept your child as a pupil at the time of joining the School until the end of his or her schooling. However, the School shall not be obliged to permit your child to enter Senior School (Year 7) and/or the Sixth Form unless satisfied that it is appropriate to do so having regard to his or her academic attainments, behaviour and all other relevant circumstances.

A.ii) The School will make a decision as to whether your child may join the Sixth Form after the results of GCSE examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations.

B) While your child remains a pupil at the School, the School undertakes to 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.

C) In accordance with the law, the School will not subject your child to corporal punishment. The School will not subject your child to physical contact except where such contact may be deemed appropriate, including in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper 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 whilst under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you, we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion (unless you have previously notified us in writing that you object to blood transfusion)).

E) The School prospectus describes the broad values of the School. 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), and the School reserves the right to do so. For this reason, please notify the School if there is anything of particular concern to you in the current prospectus, as it may be that recent changes are not reflected in the current version. Parents will be given notice of any changes that are significant to their child prior to the end of the preceding term before the change is to take effect.

F) The School shall monitor your child's progress at the School and produce regular written reports. The School shall advise parents on any concerns about their child's progress. Prior to sitting the entrance exam parents are invited to inform the School of any specific learning difficulties their child may have so that accommodation may be made for their needs in the entrance exam. On entry to the School all students undertake standardised screening tests in spelling, writing, reading and maths to try to identify any further evidence of specific learning difficulties that may assist their learning. Students who show specific areas of weakness will then be offered a more in depth assessment; The WGS Second Look Screening Test. This assessment is carried out by qualified specialist staff in Opportunities for Assisted Learning (OpAL). Students may then be referred on to a formal assessment by an Educational Psychologist at the parent's expense. The WGS OpAL Programme is a specialist unit for able dyslexic students. This programme has selective entry and carries an extra fee charge. All students at WGS with identified specific learning difficulties are on the WGS Learning Support List to which teachers have access. For further information please refer to the WGS SEND Policy. Parents may be asked to withdraw their child without being charged fees in lieu of notice if in the opinion of the Head, the School cannot provide adequately for the child's special educational needs (see Section 6 B.iii) and 6 C).

8. The Parent's Obligations

A) In addition to your other obligations included elsewhere in these terms and conditions (including the remainder of Section 8), you undertake to co-operate with the School and School staff in good faith, including in particular by:

A.i) maintaining a constructive relationship with the School staff (including instances where the School is exercising its rights and performing its obligations under this contract);

A.ii) encouraging your child in his or her studies, and giving appropriate support at home;

A.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 extra charges for your child) and ensure that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;

A.iv) providing co-operation and assistance to the School so that your child can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and

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

B) It is a condition of your child joining the School that you complete and submit to the School a Medical Form in respect of your child on an annual basis. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires due to health risk either presented by your child or to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you should undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. Where it is considered appropriate in such circumstances the School will endeavour 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).

C) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child. You also undertake to 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 that somehow relates to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child, including any which may deal with or impact upon in any way:

C.i) your child's living and/or contact arrangements;

C.ii) your child's education, welfare and/or upbringing; and/or

C.iii) the payment of fees and/or extra charges.

In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).

D) 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, subject only to Section 8 e), you (and each of you) accept that the School is entitled to treat:

D.i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

D.ii) any communication from the School to one of you as having been given to both of you.

E) A notice of withdrawal of your child served under this contract (i.e. under any of Sections 2B) or 4A) must be in writing and signed by each of you as 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).

F) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School. Planned absence will only be authorised in exceptional circumstances.

G) We cannot accept any responsibility for the welfare of your child whilst off the School premises unless he or she is taking part in a School activity or otherwise under the supervision of a member of the School staff.

H) 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 delay. Complaints should be made in accordance with the School's Concerns and Complaints Procedure.

9. Insurance

You must make your own insurance arrangements if you require cover for your child's person or property whilst 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.

10. References, Confidentiality and Data Protection

A) You consent to our supplying 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 shall be confidential. We will take care to ensure that all the information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

B) You consent to us making use of information relating to your child (including photographs and video recordings if you have opted to allow us to do so on the Acceptance Form), and (where appropriate) relating to you, whilst your child is at the School and after he or she has left for the purposes of:

B.i) managing relationships between the School and current pupils/parents;

B.ii) promoting the School to prospective pupils/parents;

B.iii) publicising the School's activities; and

B.iv) communicating with the School community and the body of former pupils.

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

C) You undertake to:

C.i) confirm (or update, if necessary), on an annual basis, such information (and/or documentary materials) about (or relating to) you and/or your child that is held by the School; and

C.ii) in any event, inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.

D) You acknowledge and agree that those persons who have parental responsibility for your child are entitled to receive relevant information about the child from the School (including School reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirements or obligation (for example, under the Data Protection Act 1998).

E) The School will process personal data about you and your child in accordance with the Data Protection Act 1998. You consent to us processing such personal data:

E.i) as set out in Section 10, and in the School's Data Protection Policy which is available on the School's website and may be amended from time to time;

E.ii) in order to comply with any court order or legal, regulatory or good practice requirement; and

E.iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.

11. Intellectual Property Rights

We shall recognise any intellectual property rights vested in your child.

12. Change in Ownership etc.

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

13. Cancellation

A) The School shall be entitled to cancel this contract by notice in writing (without prejudice to its other remedies) and without any obligation to return any fees paid if you are in material breach of any of your obligations under this contract or any similar agreement with the School (including for the avoidance of doubt persistent late or non-payment of fees and/or extra charges) and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of notice from the School requiring it to be remedied.

B) For the purpose of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this contract:

B.i) failure to pay any fees or extra charges on time on more than one occasion;

B.ii) you (as opposed to your child) acting in such a way as to give the Head cause to require you to remove your child from the School under Section 6 B.i) of this contract;

B.iii) any other circumstance where your child is permanently excluded from the School in accordance with terms of this contract (including pursuant to the School Rules);

B.iv) a serious misrepresentation of facts or circumstances or withholding of information 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 are legally entitled to enter, reside and/or study in the United Kingdom when in fact you/they are not); and

B.v) failure or refusal to complete and submit to the School a Medical Form and/or an annual contact update form in respect of your child.

C.i) The School may at any time cancel this contract forthwith by notice in writing (without prejudice to any of its remedies) if you (or either of you): are unable, following our reasonable request, to demonstrate, that you will be able to pay the fees and extra charges as they fall due under this contract; are otherwise unable to pay your debts as they fall due; are the subject of a bankruptcy petition or order; or enter into individual voluntary arrangement (or the like).

C.ii) You may at any time cancel this contract forthwith by notice in writing (without prejudice to any of your other remedies) if the School becomes insolvent or goes into liquidation or receivership or administration receivership or is wound-up for any reason.

D) For the avoidance of doubt, this contract shall terminate at the end of your child's schooling, which may be at the end of:

D.i) Big Six if your child does not meet any requirements imposed under Section 7A for entry to Year 7 and/or;

D.ii) Year 11 if your child does not meet any requirements imposed under Section 7A for entry to the Sixth Form).

14. Force Majeure (i.e. circumstances beyond our control)

A) In this contract "Force Majeure" shall mean any cause beyond a party's reasonable control (including, by way of example and for avoidance of doubt, acts of God, war, riot, civic commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

B) In the event of a Force Majeure arising which prevents or delays the School's performance of any of its obligations under this contract, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the Force Majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the Force Majeure and subject to Section 14C), the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the Force Majeure. To the extent reasonably practicable in circumstances the School shall endeavour during the continuance of the Force Majeure to provide educational services (including providing appropriate educational services remotely).

C) If the School is wholly unable to perform its obligations under this contract for one or more of the reasons covered under its business interruption insurance policy for a continuous period of more than 14 consecutive days, you shall not be liable to pay the fees for the period of the term affected, prorated proportionately. Accordingly, and as the case may be, if the fees for the period of the term affected:

C.i) have already been paid, then you shall be entitled to be reimbursed such proportion of the fees; or

C.ii) have not yet been paid because the period of the term affected includes the first day of the term (and fees only become due on the first day of term) then you shall not be liable to pay such proportion fees.

If C.ii) applies, then the balance of the fees for the term affected shall be due and owing on the date when the School resumes performance of its obligations under this contract.

D) If the School is prevented from performance of all its obligations as a result of Force Majeure for a continuous period greater than six 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.

E) Subject to Section 3 H) if your child is physically unable to attend (or is likely not to be physically able to attend) the School due to reasons caused by a Force Majeure you shall give the School notice in writing of such circumstances and the following provisions will apply:

E.i) you shall, in consultation and cooperation with the School use all reasonable endeavours to: mitigate the effect of the Force Majeure in order to continue to perform the 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;

E.ii) in circumstances where, following the efforts made and steps taken under 14 E.i), your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, prorated accordingly) during the continuance of the Force Majeure; and

E.iii) in the event of the Force Majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

15. Communications

A) All notices required to be given under these terms and conditions must be given in writing.

B) Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or by using your other contact details included in our records. You undertake to notify the School of any changes of address(es) or other contact details.

C) Notices that you are required to give under these terms and conditions must be in writing and addressed to the Head (and signed by each person with parental responsibility in relation to Section 2B) and 4A) and either:

C.i) delivered by hand to the School;

C.ii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or

C.iii) otherwise sent to the School's address by first or second class post.

C.iv) 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 notices you may wish to send us under and clauses 2B, 4A or 4C of these Terms and Conditions are sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery. Unless we agree otherwise, you should not provide any of these notices by email.

16. Interpretation

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

17. Jurisdiction and Governing Law

The contract between you and the School is governed by English law. You agree with us to submit to the exclusive jurisdiction of the English courts.

18. Variations

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.



WOLVERHAMPTON
GRAMMAR SCHOOL