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*This document, as updated or amended from time to time, forms the basis in law of your relationship as Parents with Yarm School for as long as your child remains a pupil here. It is therefore very important that you read this content carefully before you proceed with the Enrolment of your child and sign to accept a place. The most recent version will always be uploaded to the School's website as and when a revisit*





per calendar month on late payment. 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 judgment. You must pay the School interest together with the overdue amount. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the School the interest together with the overdue amount. We will also pass on to you any bank charges for returned cheques or unpaid Direct Debits, as well as a £25 administration charge for each default. You consent to our informing any other school or educational establishment to which you propose to send your child, of any outstanding fees.

(h) You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs being costs that would be allowable by the courts if judgement was made in the School's favour).

(i) The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Such increases will take effect from the start of the new academic year.

(j) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home. This will include any period of absence required as a result of clause 8(a) below.

(k) Without limiting the effect of the foregoing provisions of this Clause 3, where you and the School have entered into an agreement incorporating the Fees In Advance (FIA) Terms and Conditions such that you have made a capital payment in respect of all or part of the fees due under this agreement, the School will administer such capital sum to meet the fees. Provided that you shall meet the difference between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this agreement. For the avoidance of doubt, the School shall provide a termly statement of account in respect of the fees and supplemental charges and the difference shall be payable in accordance with the terms of this agreement.

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(a) If you wish to withdraw your child from the School (other than at the normal leaving date at the end of the Upper Sixth year), you shall either give a complete term's written notice to that effect to the Head 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. This notice must be one complete term; it cannot be part of one term and part of another. The notice given can only expire on the last day of the Autumn Term, Spring Term or Summer Term. For the avoidance of any doubt a full term's notice in writing must be given to the Head by 4pm on the last school day of the term preceding the term in which your child is to leave to the School. In other words, you may not rely on the intervening holiday period to be



in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.

(b) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child if the behaviour of you or either of you is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.

(c) Should the Head exercise his/her right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.

(d) The School's Disciplinary & Behaviour Policies set out some examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and, in particular, the Head may decide that suspension or expulsion 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) The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 6. The review of serious disciplinary matters is governed by the Complaints Procedure.

(a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her time in Nursery/Pre-Prep/Preparatory School/Key Stage 3/GCSEs or equivalent examinations. The School shall not be obliged to permit your child to proceed automatically beyond these points unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may proceed after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form conditional upon the results of such examinations.

(b) While your child remains a pupil of the School, we undertake 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

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that we set out clearly what these uses are as far as possible. Please also see our Data Protection



amended or superseded)).

(e) **Data Protection Law** The School will process personal data about you and your child in accordance with the Data Protection Act 1998 (as amended or superseded, including from 25 May 2018 the General Data Protection Regulation) and other related legislation. We will process such personal data:

- i) as set out in this contract, and in the School's Data Protection Policy and Privacy Policy which is available on the School's website as may be amended from time to time;
- ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

***The circumstances in which we may transfer this contract to someone else***

For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation. We will notify you if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

(a) In order to fulfil our obligations, we need your co-operation, including in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with all School staff at all times; providing cooperation and assistance to the School to ensure (so far as reasonable and in appropriate and/or necessary circumstances) that your child can participate and benefit from the School's provision of education to your child in accordance with the terms of this agreement, including where the School wishes to provide such education remotely; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.

It is a condition of your child's joining the School that you complete

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and recordings) and after he or she has left for the purposes of (i) promoting the School to prospective pupils, including through the School's prospectus (in whatever format or medium) and website, (ii) managing relationships between the School and current pupils, (iii) providing references and (iv) communicating with the body of former pupils.

(c) You undertake to (i) confirm (or update, if necessary), when requested, such information about you and/or your child that is held by the School and (ii) in any event, inform the School of any change to you or your child's circumstances (including, where applicable, in connection with an entitlement to enter and/or reside in the United Kingdom), or to information about you or your child, that has previously been notified to the School, including relevant contact details.

(d) The School will process personal data about you and your child in accordance with the Data

under Clause 7(a). In any event this agreement shall terminate automatically at the end of your child's Upper Sixth Year. and t t B School's shall

(a) In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act of God, war, riot, civil 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 agreement, 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 minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed by the force majeure while it continues. The School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

(c) Subject to Clause 14(b), if t shall prevent

(f) 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 agreement may be performed and, following such discussions, you shall be entitled to cancel the agreement on written notice and without giving a term's notice or paying a term's fees in lieu.

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Enrolment Agreement. Communications (including notices) will be sent by the School to the address shown in its records and unless other arrangements are agreed between us, w