



TERMS OF ADMISSION

&

FORM OF UNDERTAKING

Please complete where indicated, including the Declaration of Undertaking on the final page, and submit to the School.

Name of Pupil

Date of Birth **Date of Admission**

This document applies to applicants for entry to both the Churcher's College Senior and Junior Schools and to Churcher's College Nursery.

In accepting the place allocated to my/our son/daughter (or ward) by the Governors of Churcher's College, Petersfield,

..... **[Name of parent(s)]**

acknowledge the procedures for Admissions and hereby undertake with the Governors of Churcher's College, Petersfield, to meet parental obligations as stated in this document.

1. ADMISSION

- 1.1 Admission to the *Nursery* and a session plan will be confirmed in writing and subject to place/session availability following an initial visit and informal assessment process.
- 1.2 Children are accepted at the School at all ages from 3 to 18 subject to a system of testing, whether by a formal examination or not, as may be laid down by the Headmaster, and the availability of a place.
- 1.3 For all applicants, a feeder school reference or report will be required. Senior School candidates are asked to complete a short questionnaire with respect to their interests and there will be an interview with the Headmaster prior to the formal offer of a place.
- 1.4 Pupils are accepted into the Senior School on the basis of an 11+ assessment, including a written assessment of academic potential covering English, Mathematics and Verbal Reasoning. An online assessment is carried out for entry at 13+.
- 1.5 Pupils may be accepted to the Sixth Form on the basis of their GCSE results. Sixth Form pupils require a minimum of 33 points from their top six GCSE results with at least a Grade 7 or 8 in two subjects to be studied at A Level. This conditional entry requirement may be amended on a case-by-case basis and is subject to change over time. The School is not obliged to accept children (whether existing pupils or not) into the Sixth Form unless it is satisfied that it is appropriate to do so having regard to their academic attainments and all other relevant circumstances including persistent non-compliance with behavioural codes.

2. REGISTRATION

- 2.1 All parents/guardians are requested to complete a registration form, which must be submitted to the School together with a non-refundable registration fee to cover administration expenses. No further fee is payable upon movement from the Junior School to the Senior School.
- 2.2 The completion and signing of a registration form does not guarantee admission by the Headmaster nor does it in any way bind parents.

3. ACCEPTANCE AND DEPOSIT

- 3.1 *How you accept our offer of a place.* An offer of a place for your child at the School is accepted by you submitting the completed Form of Undertaking signed by each person with parental responsibility, and paying the deposit by the deadline set out on the offer letter. Where there is only one person with parental responsibility, this must be confirmed via the Absent Parent Form. Please note that if you do not accept our offer of a place by the deadline set out in our offer letter, our offer of a place for your child at the School may be withdrawn.
- 3.2 *Deposit.* Once the School has offered a place, a Form of Undertaking must be completed and a security deposit of £1,200 paid to guarantee the place.
 - 3.2.1 For pupils joining us in the Nursery or Junior School, no further deposit will be required when moving up to the Senior School, providing the £1,200 was paid in full at the point of joining the Nursery or Junior School.
 - 3.2.2 If the deposit is received but the place is not taken up, the deposit will not be refunded. In addition, if a full term's written notice is not received (even though the child has not yet started with us) the first term's fees will be due in lieu of notice. The fees in lieu of notice will be charged at the rate applicable for the term when your child was due to start. The School will apply the deposit you have paid towards the fees in lieu of notice you will owe us.

- 3.2.3 For pupils admitted to the School the deposit will be refunded after the pupil's final term at Churcher's College, less any outstanding charges.
- 3.2.4 At 16+, if an offer of a place is conditional, the deposit will be refunded if the conditions of the offer are not met. The deposit will not be refunded if the conditions are met but you decide not to take up the place.

3.3 *The status of the deposit.* The deposit will be held in respect of the performance of your obligations under this contract. The deposit remains your property and does not form part of the general funds of the School unless and until it is applied or forfeited in accordance with this contract. Subject to clause 3.4, and unless you indicate that you would like to donate the deposit to the School's foundation/development fund (the Richard Churcher Foundation), the deposit will be returned to you after the pupil's final term at Churcher's College, less any outstanding charges.

3.4 *Circumstances where the deposit will not be returned to you.* You authorise us, and we will be entitled to, retain, deduct from or otherwise apply the deposit (as applicable), if:

- 3.4.1 you fail to pay the School's final invoice;
- 3.4.2 you owe the School fees in lieu of notice;
- 3.4.3 your child does not take up their place at the School, in accordance with clause 3.2.2;
- 3.4.4 your child is excluded in accordance with clause 6; and/or.
- 3.4.5 the School terminates the Form of Undertaking in accordance with clause 12.

3.5 *Donated deposits:* You may direct the School to apply the deposit on your behalf to the School's foundation/development fund (the Richard Churcher Foundation). You may do this by contacting the Development Office at the School. You will be responsible for making the final payment of the Fees or other sums due to the School on your child's leaving (unless otherwise stated in these terms and conditions). You agree to complete a Gift Aid declaration form as requested by the School in order that the School may reclaim Gift Aid on your donation.

3.6 The School reserves the right to request details and/or respond to requests concerning any contractual obligations at previous or future schools or colleges and by endorsing this document parents are agreeing to this.

3.7 In the Senior School, there is no deferred entry option. In the Junior School, if the date of entry is postponed once a place has been secured, the place can only be guaranteed and reserved if full School fees are paid in lieu. Fees in lieu of notice will be calculated by reference to the amount that would be charged for the term(s) during which the child will not be in attendance at the School.

3.8 Where applicable, fees in lieu of notice will be reduced to take account of any scholarship or bursary awarded to the child.

4. FEES

- 4.1 The Tuition Fee is an annual charge which, for the convenience of payment, is divided into twelve or three equal parts, depending on whether parents select to pay monthly or termly.
- 4.2 Items charged to you in addition to the Tuition Fee are referred to as "Extras", and the Tuition Fee and Extras are together referred to as the "Fees". Extras include, but are not limited to, lunches, bus journeys, curriculum support, unpaid school trips and extra-

curricular activities and music examination fees that you agree your child may participate in.

4.3 It is the Governor's policy that Fees will be paid by Direct Debit. There are two options available:

- 4.3.1 **Monthly Scheme** – The annual Tuition Fee is spread over twelve equal instalments starting in May each year, so that Tuition Fees are paid in advance of the term. Extras are collected separately at the end of September, January and April. All payments are collected on the last working day of the relevant month.
- 4.3.2 **Termly Scheme** – The total billed amount including Extras is collected on the first Monday of each term.
- 4.3.3 For **Nursery charges**, a termly billing and collection cycle will apply with the total amount billed being collected by termly direct debit on the first Monday of each term. Nursery session requirements should be notified and agreed before the start of each term. Any parental requests to make changes to session requirements during a term will be subject to the School's agreement and, if agreed, will take effect at the start of the following half term. Any billing adjustments that are required as a result of changes made to sessions during a term will be reflected in the following term's invoice.
- 4.3.4 In exceptional circumstances, such as where Fees are being paid from trust funds, alternative payments arrangements can be made with the Bursar. These will require funds to be transferred electronically to the School's account no later than one week before the start of each term.

4.4 Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction Fees will not be refunded, reduced or waived if:

- 4.4.1 the Pupil is absent through illness; or
- 4.4.2 a Term is shortened or a vacation extended; or
- 4.4.3 the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or
- 4.4.4 the School is temporarily closed due to adverse weather conditions; or
- 4.4.5 your child is required to study from home as a result of us providing educational services remotely for whatever reason; or
- 4.4.6 any other circumstances apply other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

Note that Nursery sessions missed through absence cannot be exchanged for other chargeable sessions.

See also Section 10 for information about events beyond the control of the parties.

4.5 **Who is responsible for payment:** Where two people have signed the Form of Undertaking, each signatory is liable for and must ensure that all of the Fees due are paid to the School. This is because the Form of Undertaking applies to both signatories together and each signatory on their own. Each signatory therefore has an individual responsibility to ensure that the Fees owing to the School are paid. In practice this means in order to recover any outstanding payments the School can, at its discretion, seek payment of the amount outstanding from either signatory or both signatories. 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 signatory's liability for the Fees due under this Form of Undertaking.

- 4.6 **How one person can remove him/herself from their payment responsibility:** Subject to the provision of a court order specifying payment responsibility, or otherwise in exceptional circumstances at the sole discretion of the School, a person who has signed the Form of Undertaking may be removed from their payment responsibility for Fees or the Tuition Fee by both signatories also signing a letter (a template for which will be provided by the school) that grants relief from payment to that person.
- 4.7 **Circumstances where the School may agree to accept payment from a person who has not signed the Form of Undertaking:** The School may (without obligation to do so) agree in writing with each signatory of the Form of Undertaking to accept a payment from a third party (for example, a grandparent), but this will not discharge your payment responsibility under the Form of Undertaking.
- 4.8 **Consequences of non-payment or late payment.** If you do not make any payment to the School by the due date for payment, we may:
 - 4.8.1 exclude the Pupil on three days' written notice if Fees are overdue for payment. If the Pupil is excluded for a period of 28 days, he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of notice will be payable in accordance with Section 6. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Review will not normally arise;
 - 4.8.2 withhold any references in respect of your child;
 - 4.8.3 charge interest on the overdue amount at the rate of 1.5 per cent per month. 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;
 - 4.8.4 charge you all of the costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim; and/or
 - 4.8.5 inform any other school or educational establishment which the Pupil might be proposing to attend, of any non-payment or late payment.
- 4.9 **Part-payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges may be applied to any unpaid balance of Fees, as set out in clause 4.8.
- 4.10 **Bounced direct debits:** When a direct debit is attempted as planned but is returned unpaid by the bank, a charge of £50 may be charged.
- 4.11 **Information on your identity and the source of funds:** From time to time we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:
 - 4.11.1 your identity;
 - 4.11.2 your child's identity;
 - 4.11.3 that you are not subject to, or within the purview of, any national or international financial, economic, trade or other similar sanctions imposed by any competent authority;

- 4.11.4 your child's right to enter, live and study in the United Kingdom;
- 4.11.5 the legitimate source of funds you are using to pay the Fees; and
- 4.11.6 information provided to us as part of, or in connection with, an application for (or our grant of) a bursary/scholarship award.

You must promptly provide the School with the information and documentation we ask for, including by any deadlines we might specify in writing.

- 4.12 **Appropriation:** The School is entitled to allocate payments to the Fees account as it sees fit. For example, the School is entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the School.
- 4.13 **Instalment arrangements:** An agreement by the School to accept payment of current and / or past and /or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.
- 4.14 **Fees in Advance scheme:** Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (i.e. where you have prepaid all or part of the Tuition Fees due under this contract) you will still need to meet the difference (if any) between the amount per term prepaid under the FIA Terms and Conditions and the total Fees due in respect of your child each term under this contract. The School will continue to provide a termly invoice in respect of the Fees and those fees paid in advance, and the difference will be payable in accordance with the terms of this contract.
- 4.15 **Scholarships and Bursaries:** Every scholarship, exhibition, Governors' Bursary Award or any other award/concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and its staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any Governors' Award or other concession is calculated or assessed.
- 4.16 **Fees increases:** Fees are reviewed annually but may in exceptional circumstances be reviewed mid-year.
- 4.17 **VAT and applicable taxes:**
 - 4.17.1 Tuition Fees are quoted on the School's website and are inclusive of VAT where applicable. Other charges billed as Extras may be subject to VAT or other taxes, which will be added where applicable.
 - 4.17.2 You may be required to reimburse the School for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the School for any VAT applicable on such costs or expenses, unless we are entitled to a credit in full from HMRC in respect of that VAT.
 - 4.17.3 If the School at any time assesses (or HMRC at any time determines) that any of the services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable Fees for those

services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.

5. EDUCATIONAL PROGRAMME AND SCHOOL RULES

- 5.1 The educational programme at Churcher's College endeavours to provide a balanced education. By endorsing this document, you undertake with the said Governors to:
 - 5.1.1 ensure your child adheres to the published school rules and regulations and to support the School disciplinary code and sanction system. The School reserves the right to reasonably search pupils' property if the School suspects that the pupil might have illegal substances or property. The School may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use, and use of social media. We may do this for various reasons, including ensuring compliance with the school rules or where it is appropriate or necessary for the School to do so in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.
 - 5.1.2 ensure your child meets all extra-curricular obligations including attendance at events, matches, rehearsals and practices which occur on an evening after normal school hours or on a Saturday as required.
 - 5.1.3 not withdraw your child during term time for holidays or other events without permission from the Headmaster or Head of the Junior School. You must notify the School as soon as possible 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. If, at any time during your child's time at the School you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a "responsible adult" for the period of your absence.

6. WITHDRAWAL OR EXCLUSION

- 6.1 A full term's written notice, which must be signed by all signatories of this document, is required by 12.00 noon on the first day of term for the withdrawal of a pupil from school after acceptance of a place, or for removal at any time during the pupil's education at the School. For the avoidance of doubt, this includes pupils in our Nursery.
- 6.2 A full term's fees become payable in the absence of the notice specified in clause 6.1 above. The fees in lieu of notice will be charged at the rate for the term that would have been the final term of your child's education, had you given a term's notice (and not the rate for the term when you gave notice). The School will apply the deposit you have paid (without interest) as payment towards any outstanding Extras and may apply any remaining deposit as payment towards any such fees in lieu of notice. The appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.
- 6.3 The Headmaster may in his discretion suspend or, in serious or persistent cases, exclude your child from the School if the Headmaster considers that your child's conduct or behaviour (including behaviour or conduct outside School or online) is unsatisfactory and/or the suspension or exclusion is in the School's best interests and/or those of your child or other children. No claim for repayment of fees in advance shall then arise.

- 6.4 The School's Behaviour policies and the Pupil Exclusion Policy set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Headmaster may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.
- 6.5 Should the Headmaster exercise his right under clause 6.3 above:
 - 6.5.1 you will not be entitled to any refund or remission of Fees due (whether paid or payable) in or relating to the term in which your child is excluded or suspended;
 - 6.5.2 in respect of exclusions under Clause 6.3, the deposit will be forfeited and retained by the School; and
 - 6.5.3 in respect of all exclusions, fees in lieu of notice will not be payable and any Fees that have been prepaid for or relating to any term after the term in which the exclusion occurred will be refunded.
- 6.6 This contract will terminate with immediate effect if your child is excluded.
- 6.7 Your right to have decisions to exclude your child reviewed. You are entitled to have any decisions taken by the Headmaster to exclude your child under this Clause 6 reviewed. Any such review shall be governed by the Pupil Exclusion Policy.
- 6.8 Upon a term's notice by the Headmaster, a pupil's attendance may be terminated following a failure to maintain the academic or general standards required at Churcher's College.

7. EQUAL OPPORTUNITIES

- 7.1 Churcher's College is dedicated to the achievement of equal opportunity. The School opposes any form of less favourable treatment accorded to prospective pupils on the grounds of sex, race, disability, religion or belief, sexual orientation, gender reassignment, pregnancy or maternity. All will be considered equally in the context of the School's published aims and objectives.
- 7.2 The School will ensure that individuals are selected, promoted and treated on the basis of their relevant aptitudes, skills and abilities. All pupils will be encouraged to take advantage of the opportunities which exist for their development.
- 7.3 The School's policies, including the complaints procedure, are available from the Headmaster and on the website: www.churcherscollege.com

8. HEALTH/MEDICAL CONDITIONS AND SPECIAL EDUCATIONAL NEEDS AND/OR DISABILITIES

- 8.1 You must inform the School of any health or medical condition, special education need(s), disability or allergies that your child has at the time of joining the School or which subsequently changes or develops after joining the School, whether underlying, long-term or short-term, including any infections or injuries. You must also provide us, whether upon further request by the School or otherwise, with any reports (whether in existence or to be commissioned), other materials or information relevant to any of the same and cooperate with the School in relation to the same. If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under clause 12 below.
- 8.2 The School has the right to administer medicines and first aid under appropriate supervision in any emergency, and will give reasonable notification to parents of any proposed administration of medicines where the parent has indicated that they require the School to do so.

- 8.3 Parents/guardians are required to disclose their knowledge of any specific learning difficulty or disability relating to their child in advance of any entrance assessment procedures or taster session.
- 8.4 Pupils will normally be screened after admission and, if appropriate, referred to curriculum support staff who will undertake an assessment of an individual's learning needs.
- 8.5 Should a request be made regarding special arrangements required to take the entrance test, or any other special provision, then the School may require evidence of a formal diagnosis pertaining to that specific learning difficulty or disability.
- 8.6 In the event of such a request being made, the School will assess and evaluate the applicant's needs, with regards to making any reasonable adjustments to provide equality of opportunity.

9. COURT ORDERS

- 9.1 You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in relation to your child's attendance at the School and/or the School's provision of education to your child. In any such circumstances you promptly provide the School with relevant information, including copies of the relevant court order(s) or undertaking(s) having obtained the permission of the court if necessary.

10. FORCE MAJEURE

- 10.1 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, snow, ice, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).
- 10.2 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 performance of such of its obligations as are prevented 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.

11. HOW WE MAY USE PERSONAL INFORMATION; REFERENCES; AND DATA PROTECTION

- 11.1 *References for your child.* We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given about him/her is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- 11.2 *You are required to update us of changes to information held, or circumstances relating to, you and/or your child.* You must:

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

11.3 *We will send information (eg, school reports) about your child to both of you as a matter of course.* Any person who has parental responsibility for your child is entitled to receive certain core information from the School about your child's progress and attainment. The School will therefore disclose such information as a matter of routine to each such person unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).

11.4 *Data Protection Law.* The School will process personal data about you and your child in accordance with data protection law, including the UK General Data Protection Regulation and the Data Protection Act 2018 (each as amended or superseded) and other related legislation. We will process such personal data:

- (i) as set out in this Clause 10, and in the School's 'Privacy Notice' which is available on the School's website as may be amended from time to time;
- (ii) to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement. For example, by providing information relating to your child's absence from School to the Local Authority; and
- (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

12. ENDING THIS CONTRACT

12.1 *Our rights to end the contract.* In addition to where this contract is terminated automatically as a result of a withdrawal or exclusion under clause 6, the School may end this contract at any time by notice in writing to you, without any obligation to return Fees to you and with the deposit being forfeited and retained, if:

- 12.1.1 you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
- 12.1.2 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of services by the School to your child (such as misrepresenting at any point in time that your child is legally entitled to enter and study in the United Kingdom when in fact your child is not or any information about your child's health, medical conditions, special educational needs, disability or allergies);
- 12.1.3 you fail or refuse to provide us at any time with information we require under clause 4.12; or we are not satisfied with the information you have provided (if any). Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant satisfactory information has been provided;
- 12.1.4 **your** behaviour or conduct (or the behaviour or conduct of one of you) is unreasonable; and/or represents a serious or persistent breach of any code of conduct in place with regards to parents; and/or causes a breakdown of trust

and confidence; and/or adversely affects (or is likely to adversely affect) your child's and/or other children's progress at the School, and/or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute (among the School community or the general public); and/or is not in accordance with your obligations under this contract;

- 12.1.5 your child no longer holds an immigration status which confers a right to study in the UK;
- 12.1.6 you (or either of you):
 - (a) are unable, following our request, to demonstrate that you will be able to pay the Fees due under this contract;
 - (b) repeatedly or persistently fail to pay the Fees when they fall due for payment;
 - (c) are otherwise unable to pay your debts as they fall due; or
 - (d) are the subject of a bankruptcy petition or order, or enter into an individual voluntary arrangement; or
- 12.1.7 you otherwise do not comply with (i.e., you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong; or
- 12.1.8 in the Head's reasonable discretion, the School is not able to provide, or is compromised in providing, the services it needs to in satisfaction of its obligations under this contract, including if a decision is taken to close the School (in whole or in part).

12.2 *Your rights to end the contract.* In addition to where you withdraw your child, you may end this contract at any time by notice in writing to the School if:

- 12.2.1 you have a legal right to end the contract because of something we have done wrong; or
- 12.2.2 the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

12.3 *When this contract will end if not terminated early.* For the avoidance of doubt and without you or us having to provide notice, this contract will end at the end of your child's schooling. This may be at the end of Year 6 of the Junior School if your child does not meet the requirements imposed by the School for 11+ entry in accordance with clause 1.4, or at the end of the 5th Year of the Senior School if your child does not meet the requirements imposed by the School for entry to the Sixth Form in accordance with clause 1.5.

12.4 *Ending the contract will not affect any accrued rights.* Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding Fees. After this contract ends, you and the School will keep any rights each has under, or as a matter of, general law.

13. FORM OF UNDERTAKING / SCHOOL CONTRACT WITH PARENTS

- 13.1 The School reserves the right to re-consider the contract from time to time and to make changes to the contract, but undertakes to provide at least a term's notice of any major changes.

PLEASE NOTE:

Each person with parental responsibility for the child (as defined in the Children Act 1989) is required to sign this Form of Undertaking. The School is entitled to treat any instruction, authority, request or prohibition received from one signatory as having been given on behalf of all signatories, except in the case of withdrawal which requires written notice from all signatories.

hereby undertake with the Governors of Churcher's College, Petersfield, to meet parental obligations as indicated in this Form of Undertaking.

By signing this Form of Undertaking I/we also confirm that:

- (a) *all* holders of parental responsibility for the child named on the front sheet of this Form of Undertaking have signed this Form of Undertaking and that no one else holds parental responsibility for them;
- (b) I/we, as holders of parental responsibility for the child named on the front sheet of this Form of Undertaking, live together / separately at the address(es) shown below and I/we agree to notify the School immediately of any change of address or our family circumstances;
- (c) if applicable, I am/we are not (either jointly or individually) in arrears on the payment of any fees or charges owing to our child's current (or previous) school or educational establishment;
- (d) unless otherwise notified to the School in writing before signing this Form of Undertaking:
 - (i) there are no court orders in place in respect of our child;
 - (ii) any information or circumstances about either one or both parents/guardians and/or my/our child that has previously been notified to the School, including as part of the registration and admissions process (including information about our child's health / medical conditions, disability and special educational needs) is and remains complete and accurate and we will notify the School about any changes to this information before our child joins the School; and
 - (iii) we have separately notified the School about any other matters concerning us and/or our child, of which the School should reasonably be made aware, and we will promptly and truthfully respond to any requests made by the School for further information or clarification about such matters; and
 - (iv) my/our child has the right to enter, live and study in the United Kingdom and, if applicable, I/we have made appropriate arrangements for my/our child's visa application, travel, reception, living and care in the UK.

Please note that, under clause 12 of this Form of Undertaking, the School can terminate this Parent Contract if you misrepresent or withhold information about you or your child.

Signature: **Signature:**

Print Name: **Print Name:**

Date: **Date:**

Relationship To Child:
 Tick here to confirm this signatory has parental responsibility for the child

Relationship To Child:
 Tick here to confirm this signatory has parental responsibility for the child

Address:
.....
.....

Address:
.....
.....

Postcode: **Postcode:**

Telephone: **Telephone:**

Email: **Email:**

Occupation: **Occupation:**

If the person(s) / body who will be paying the fees is different from above please include their details below. Note that they will need to sign a third-party payer letter for this arrangement to be accepted by the School. We will contact them on receipt of this form.

Full Name:

Email:

Address:

Relationship to Child: