Terms & Conditions

Vita et Pax Preparatory School, including Little Vitas Nursery

Version: October 2026. Supersedes all earlier versions of the Terms & Conditions, including the versions revised March 2018 and 4 June 2025.

Adopted by the Governing Body: 10 November 2026

Effective date: for a child who is on the School roll, or whose place has already been accepted, on the date of adoption: the start of the Summer (Trinity) Term 2027, that is Thursday 15 April 2027. For a place accepted by signing an Acceptance Form after the date of adoption: the date of that acceptance. Until these terms and conditions take effect for your child, the terms and conditions under which the place was accepted continue to apply.

Contents

1. Definitions....2
2. Acceptance and Enrolment Fee....3
3. School Fees and Supplemental Charges....5
4. Notice Requirements....8
5. School Rules (including the Behaviour Policy)....9
6. Suspension, Exclusion and Required Removal....9
7. The School's Obligations....10
8. The Parents' Obligations....11
9. Insurance....12
10. References, Confidentiality and Data Protection....13
11. Intellectual Property Rights....14
12. Changes in Ownership....14
13. Cancellation....14
14. Force Majeure....14
15. Communications....15
16. General Conditions....15
17. Interpretation....16
18. Jurisdiction and Governing Law....16
19. Variations....16

1. Definitions

a) In these terms and conditions (and in the Acceptance Form to which these terms and conditions are attached) some words and phrases have particular meanings and have to be defined. Such defined terms are set out here:

"Acceptance Form" means the form provided by the School for parents 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.

"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.

"deposit" means a sum paid to the School as a deposit under an earlier version of these terms and conditions (including the version revised March 2018), as described in Clause 2(f). The enrolment fee is not a deposit.

"enrolment fee" means the fee payable when you accept a place by signing the Acceptance Form, in the amount (and with the VAT treatment, if any) set out in the Fees List for the relevant part of the School. The enrolment fee is non-refundable (the only exception is an enrolment fee already paid under the 4 June 2025 terms, see Clause 2(f)). It is not a deposit: it is not held on your behalf and it is not credited against fees, supplemental charges or the final account. No enrolment fee is payable for a funded-only place (see Clause 2(g)).

"fees" means the fees set out in the Fees List as amended from time to time.

"Fees in lieu of Notice" means fees in full for the term of notice at the rate that would have applied had the pupil attended.

"Fees List" means the published note of the School's prevailing fees, enrolment fees and supplemental charges (including the schedule of supplemental charges) notified to you from time to time, a copy of which remains available at any time upon request.

"funded hours" means hours of early education or childcare for your child that are funded by the government through the local authority under the free early years entitlements (for example, 15 or 30 hours a week).

"funded-only place" means a place in Little Vitas Nursery at which your child attends only funded hours and takes no additional paid hours.

"Head" means the person appointed by the Governors 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.

"Photo & Video Consent form" means the School's separate form on which you record your choices about the use of photographs and video recordings of your child, as described in Clause 10(b).

"Privacy Notice" means the School's Privacy Notice and Data Protection Policy, published on the School's website, as amended from time to time, which explains how the School uses personal data.

"School Rules" means the rules of the School, including the School's Behaviour Policy, 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. A copy of the then current version is provided to each child on entry and is sent to parents with the letter offering a place at the School, and parents will be given notice of subsequent amendments. In these terms and conditions the School Rules are referred to as the "School Rules (including the Behaviour Policy)".

"supplemental charges" means charges payable to the School in addition to the fees, as set out in the Fees List or notified to you in advance under Clause 3, together with any VAT that applies to them. Supplemental charges fall into the following categories: (i) transport to and from curriculum and other off-site activities, whether by coach, public transport or school minibus (for example swimming, sports fixtures and educational visits); (ii) educational trips and visits; (iii) residential visits; (iv) clubs and other extra-curricular activities; (v) activities run by external providers; (vi) music lessons, where invoiced by the School; (vii) wraparound care, including breakfast club and late club; and (viii) damage to School property, and School property on loan which is lost or not returned.

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

"a term's notice" means written notice given not later than the first day of the term preceding the 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 the School as identified in Clause 1(b) below or its duly authorised representative (as the context requires), which includes the Nursery (Little Vitas), the Infant and the Junior Departments acting by the Governing Body as currently or in the future constituted; and

"you" or the "parents" means each person who has signed the Acceptance Form as a parent 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" shall be construed accordingly). Use of the word "including" shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

b) The Acceptance Form, the Fees List, the School Rules (including the Behaviour Policy) and these terms and conditions (as in each case may be varied from time to time) form the terms of a contract (the "contract") between you and Vita et Pax School (Cockfosters) Limited (company number 01524865; registered charity number 281566) of 6a Priory Close, Green Road, Southgate, London N14 4AT. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Enrolment Fee

a) Pupils will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to the School with the non-returnable registration fee. Admission and entry will be subject to the availability of a place and the pupil

satisfying the admission requirements at the time. No registration fee is payable for a funded-only place (see Clause 2(g)), and Clause 3(w) applies to children taking up funded hours.

b) Subject to Clause 2(g), if, in due course, a place is offered, the enrolment fee is payable when you accept the offer by signing the Acceptance Form. The amount of the enrolment fee for each part of the School, and any VAT that applies to it, are set out in the Fees List.

c) Subject only to Clause 2(f), the enrolment fee is non-refundable. It is not a deposit, it will not be credited against any fees or supplemental charges, and it will not be set off against the final account.

d) If you wish to withdraw your acceptance of a place after signing the Acceptance Form but before your child starts at the School, you must give a term's notice in accordance with Clause 4(b), that is, written notice received before the first day of the term immediately preceding the term in which your child was due to start.

e) If such notice is received by the School in accordance with Clause 2(d), no fees will be payable (and the enrolment fee will not be refunded). If such notice is received on or after that date (or if no notice is received at all), a term's fees in lieu of notice shall be payable at the current rate and shall become due and owing to the School as a debt. Where applicable, such fees shall be reduced to take account of any bursary awarded to you. For a place where the fees are paid in monthly instalments, a term's fees means the fees attributable to one term, as set out in or calculated in accordance with the Fees List.

f) Deposits and enrolment fees paid under earlier terms: Where you paid the School a deposit under the Terms & Conditions revised March 2018 (or under an Acceptance Form issued under them) before these terms and conditions took effect for your child, the School will continue to hold that deposit and will credit it, without interest, against your final account with the School (including any fees in lieu of notice that become payable). These terms and conditions do not turn any such deposit into a non-refundable enrolment fee. Where you paid the School an enrolment fee for a place in Reception or any other year group (excluding Nursery) under the Terms & Conditions revised 4 June 2025, before these terms and conditions took effect for your child, the School will keep the refund promise made in those terms. Clause 2.4.1 of those terms states that, for those year groups, the enrolment fee is non-refundable except that "it will be refunded when the child completes their education at the School in Year 6, provided that all other fees and charges have been settled in full". That enrolment fee will be refunded on that basis, and these terms and conditions do not remove that promise. A Nursery enrolment fee paid under the 4 June 2025 terms remains non-refundable, as those terms stated.

g) Funded-only places in Little Vitas Nursery: The Nursery enrolment fee and any registration fee are waived for a funded-only place. They are charged only where your child also takes additional paid hours. If a funded-only place later changes to include paid hours, the Nursery enrolment fee becomes payable when you agree the paid hours, at the amount set out in the Fees List. If a registration fee has already been paid for a child who takes up a funded-only place, it will be refunded. A funded place is never conditional on paying a registration fee, enrolment fee or deposit (see Clause 3(w)(i)).

3. School Fees and Supplemental Charges

a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational material and as may otherwise be outlined in the Fees List, shall be met by the fees, except for the supplemental charges set out in the Fees List (including its schedule of supplemental charges) or notified to you in advance in accordance with Clauses 3(d) and 3(e).

b) Supplemental charges are payable in addition to the fees. The categories of supplemental charge are listed in the definition of "supplemental charges" in Clause 1(a). The amount of each supplemental charge (or the basis on which it is calculated) will be set out in the Fees List or notified to you in writing before the charge is incurred.

c) **VAT:** The fees, the enrolment fee and the supplemental charges are subject to VAT where applicable, at the prevailing rate. The Fees List states which fees and charges are subject to VAT and whether the amounts shown include or exclude VAT. If the rate of VAT, or the VAT treatment of any fee or charge, changes, the School may adjust the amount payable to reflect that change from the date on which the change takes effect.

d) **Curriculum activities and transport:** Some curriculum activities take place away from the School site or involve travel, for example swimming lessons, sports fixtures and educational visits which form part of the curriculum. Curriculum activities are compulsory and your child is expected to take part in them. The School may make a supplemental charge for transport to and from curriculum and other off-site activities, whether by coach, public transport or school minibus, and for any related admission, venue or external provider costs. Transport is charged at cost, that is, the cost to the School shared between the pupils taking part. For regular activities, such as swimming, the School may make a block termly charge. Every such charge will be notified to you in advance, either in the schedule of supplemental charges in the Fees List or in the information or consent letter for the activity. Where the School asks for a voluntary contribution rather than making a charge, it will say clearly that the contribution is voluntary.

   Hardship: If you would find any charge for a curriculum activity or its transport difficult to pay, please contact the Head in confidence. Any support will be arranged discreetly. No pupil will be excluded from a curriculum activity or educational visit because of inability to pay, in line with the School's Educational Visits Policy.

e) **Optional activities:** Extra-curricular activities which are optional (such as clubs, optional trips and visits, residential visits, activities run by external providers, private music lessons and wraparound care) and in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly, including any associated transport costs. The charge (or the basis of the charge) will be notified to you before you agree to your child taking part.

f) Damage by a pupil may be separately invoiced and must be paid for as a supplemental charge, as must any School property on loan to the pupil which is lost or is not returned by the due date.

g) Each of you who has signed the Acceptance Form is liable for the whole of the fees due and any and all supplemental charges. Each of you remains liable to the School for the whole of the fees and supplemental 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 supplemental charges (or any part of them).

h) A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice AND PROVIDED THAT they have obtained the prior written consent of all other persons who have signed the Acceptance Form.

i) If your child has been awarded a 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 such 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. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If within fourteen (14) days following the withdrawal of a bursary your child is withdrawn from the School, no fees in lieu of notice will be payable.

j) **Payment:** Each term's fees accrue separately and the fees payable in respect of each term fall due on the first day of that 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 Clause 3(g) or Clause 3(q)). Fees are payable termly in advance and must be paid in full by bank transfer, Direct Debit or cheque on or before the first day of the term to which the invoice relates. Nursery fees are payable in twelve equal monthly instalments as set out in the Fees List, on the dates shown on the invoice. Fees are charged on a termly basis. The full fee for a term is payable whatever date in that term your child starts at the School: fees are not pro-rated, reduced or refunded because your child joins after the first day of a term. Paying by monthly instalments (including Nursery fees) is only a way of paying the fees and does not change the amount charged. This does not affect government-funded early education under Clause 3(w) or Clause 14(c).

k) Monthly payment of fees may be available by arrangement with the Bursar. If the School so agrees in relation to any term's fees, the School and those liable for those fees will agree separately in writing the amount of each term's fees that is to be deferred and the schedule of instalments by which the deferred amount is to be paid. In such circumstances, the agreed amount for each term is to be paid by Direct Debit (or by another method agreed with the Bursar) in not more than four (4) instalments within a period that does not exceed twelve (12) 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.

l) An agreement by the School to accept payment of fees by Direct Debit, standing order or any other arrangement for payment of fees by instalments will cease automatically in the event of any default for 30 days or more. The full amount of fees will then be payable as a debt.

m) Information about government-funded early education (see Clause 3(w)), other childcare support schemes and monthly payment arrangements can be obtained from the Bursar.

n) Unless the Fees List or the written notice of the charge states otherwise, any and all supplemental charges for each term (and other charges that were agreed during the previous term) will be invoiced separately and such invoice shall be sent to you before the start of the next term. All such

supplemental charges must be paid in full by bank transfer, Direct Debit or cheque on or before the first day of the then forthcoming term.

o) Other charges (extras):

Music – Individual music lessons are given by visiting (peripatetic) music teachers. They may be invoiced either directly by the music teacher or by the School; in either case the rates are those set out in the Fees List and are subject to annual review. Where the music teacher invoices you directly, payment is made to the teacher and is not a supplemental charge payable to the School.

Activities – A charge is made when external trainers run activities. Details of these activities can be found on the Extra Curricular Calendar. Parents are asked to give written notice of at least half a term to discontinue an activity with external trainers.

Wraparound care – Breakfast club and wraparound (late club) sessions are booked in advance and paid for either in advance or on the monthly invoice, at the rates set out in the Fees List.

p) **Responsibility for payment:** Fees and other charges are the joint responsibility of each parent who has signed the Acceptance Form.

q) **Payment of Fees by a Third Party:** An agreement with a third party to pay the fees or any other sum due to the School does not release parents from liability under these terms and conditions unless an express release has been given signed by the Head. The School reserves the right to refuse a payment from a third party.

r) **Late Payment:** The School reserves the right to make late payment charges. Any sum tendered that is less than the sum due and owing may be accepted by the School on account only.

s) We reserve the right to refuse to allow your child to attend the School, or to withhold any references, while fees remain unpaid or there is a persistent default in relation to the payment of fees. A pupil may be excluded from the School at any time when fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion. In those circumstances a term's fees in lieu of notice will be payable. This Clause 3(s) applies to unpaid fees. It does not apply to a charge for a curriculum activity or its transport where you have contacted the Head about hardship under Clause 3(d), and it does not affect the assurance in Clause 3(d) that no pupil will be excluded from a curriculum activity or educational visit because of inability to pay. It does not apply to funded hours (see Clause 3(w)).

t) We may make an interest charge of 3 per cent per annum above the base rate for the time being of the School's bank on any 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 judgment. You must pay the School the interest together with the overdue amount.

u) 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 the fees will be sent to you prior to the end of the penultimate term before the increase is to take effect.

v) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise.

w) **Government-funded early education:** Where your child takes up funded hours, the following applies in addition to the rest of these terms and conditions and prevails over them if there is any inconsistency:

(i) the funded hours are free at the point of delivery. You will not be charged for them, and no registration fee, enrolment fee, deposit, top-up fee or other mandatory charge is a condition of your child taking up or keeping their funded hours (see also Clause 2(g));

(ii) meals, snacks, consumables (such as nappies or sun cream) and optional activities provided during funded hours are optional. They are charged only if you agree to them in advance. You may opt out, for example by supplying your own items, and your child's access to the funded hours does not depend on paying for them;

(iii) fees for any additional hours you choose to buy, and charges for any optional extras you have agreed, are set out in the Fees List. Your invoices will show the funded hours, additional paid hours and any extras separately;

(iv) references in these terms and conditions to fees, a term's fees, fees in lieu of notice and the consequences of non-payment apply only to amounts payable for additional paid hours and agreed extras, never to the funded hours themselves; and

(v) the School delivers the funded hours under its agreement with the local authority. If anything in these terms and conditions conflicts with that agreement or with the Department for Education's statutory guidance on early education and childcare, that agreement and guidance prevail.

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 notice 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.

b) Notice to be given by parents means a term's written notice addressed to and actually received by the Head. No other notice will suffice. Notice may be given either: (i) by hand delivery, or by recorded or guaranteed delivery post, to the School address in Clause 1(b); or (ii) by email to head@vitaetpax.co.uk. Notice given by email takes effect only when the School acknowledges receipt in writing; once acknowledged, it is treated as received on the date the email arrived in that mailbox. The School aims to acknowledge notice emails within three (3) School days. If you have not received an acknowledgement within that time, you must contact the School by telephone or give the notice by post or by hand; an unacknowledged email will not be treated as notice. A notice of withdrawal must also meet the requirements of Clause 8(e).

c) 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 the term which would have been the final term of provision if a term's notice had been given.

d) If you wish to withdraw your child from an activity charged for as supplemental, you shall give a term's notice to that effect or shall pay to the School as a debt a term's charges for the activity in which your child has ceased to participate.

e) The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due or to obtain a refund of fees or supplemental charges by your child joining the School after the start of a term, by withdrawing your child, or by your child's ceasing to participate in an activity part-way through a term.

5. School Rules (including the Behaviour Policy)

a) It is a condition of remaining at the School that your child complies with the School Rules (including the Behaviour Policy). In addition, you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as may be issued by the School from time to time.

b) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules (including the Behaviour Policy).

6. Suspension, Exclusion and Required Removal

a) The Head may at their discretion suspend or, in serious or persistent cases, expel your child from the School if the Head reasonably considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or expulsion is in the School's best interests or those of your child or other children.

b) The Head may at their discretion require you to remove your child from the School if the Head reasonably considers that:

(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

(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.

c) Should the Head exercise their right under either Clause 6(a) or Clause 6(b)(i) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable). If your child is expelled from the School, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the expulsion will be refunded. If you are required to remove your child from the School as a result of the Head exercising their discretion under Clause 6(b)(ii) then fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal will be refunded. The enrolment fee is not refundable in any of these cases.

d) The School Rules (including the Behaviour Policy) set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and 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) You acknowledge that any review of disciplinary matters or decisions taken by the School and/or Head under this Clause 6 shall be governed by the Complaints Procedure.

7. The School's Obligations

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 their preparatory schooling, subject to conduct and academic attainment.

b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of their 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, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed lawful, appropriate or proper, 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 such physical contact for: teaching; to provide comfort to a pupil in distress; to maintain safety and good order; and 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 while 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 you object to blood transfusions).

e) Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. 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 we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. Wherever possible, we will give parents notice of any changes that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect.

f) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress, but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.

g) Religious observance at the School shall be conducted in accordance with the School Rules (including the Behaviour Policy).

h) In order to fulfil our obligations, we, the Head and School staff need your co-operation, including in particular by you fulfilling your own obligations under this contract.

i) The Head is responsible for the care and good discipline of pupils while they are in the charge of the School or its staff and for the day to day running of the School and the curriculum. The Head is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of school discipline and removal or expulsion under Clause 6 above. The Head is not responsible, unless negligent, for a pupil who is absent from the School in breach of school discipline. It is a condition of remaining at the School that parents accept the school regime and the rules (in so far as they are lawful and reasonable) as to appearance and dress and the rules of school discipline that apply from time to time. When accepting a place at the School, parents are deemed to accept all rules in respect of uniform that are made clear through the school uniform list.

8. The Parents' Obligations

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

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

(ii) encouraging your child in their studies and giving appropriate support at home;

(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 supplemental charges for your child) and ensuring 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;

(iv) providing cooperation and assistance to the School so that your child can participate in and benefit from the School's provision of education (including where the School may wish or need to provide such education remotely); and

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

b) 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 a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit them to return to the School until such time as the health risk has been averted. Where it is considered appropriate in such circumstances, we shall 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: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental 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 Clause 8(e) below, you (and each of you) accept that the School is entitled to treat:

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

   (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 must be in writing and given by each of you as the holders of parental responsibility for your child. A notice sent by post or by hand must be signed by each of you. A notice sent by email under Clause 4(b) must be either a separate email from each of you to head@vitaetpax.co.uk, or one email attaching a scanned letter signed by each of you. The School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have given it.

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.

g) We cannot accept any responsibility for the welfare of your child while off the School premises unless they are 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 Complaints Procedure.

9. Insurance

a) You are responsible for making your own insurance arrangements if you require cover in addition to the insurances maintained by the School under Clause 9(c) below, for example for your child's person or property while at School, or for the payment of fees in the event of your child's absence or withdrawal or the closure of the School premises. Parents must take all reasonable care for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly marked with the owner's name.

b) The School does not accept responsibility for accidental injury or loss of property.

c) The School undertakes to maintain those insurances which are prescribed by law.

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 information that is supplied relating to your child is accurate and any opinion given on their ability, aptitude for certain courses and character is fair. However, we cannot be liable 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.

b) **Photographs and video recordings:** The School will ask you to complete its separate Photo & Video Consent form. The form gives you a separate choice for each type of use (for example, the School's prospectus and other promotional material, the School's website(s) and the School's social media channels). The School will use photographs and video recordings of your child for those purposes only in line with the choices you have made. You may change or withdraw any of your choices at any time by writing to the School office (an email to info@vitaetpax.co.uk is sufficient); the School will then stop any new use, but it may not be possible to withdraw material that has already been printed or published. Routine internal use of images (for example, for identification and safeguarding, records of learning and progress, and displays within the School) does not rely on that consent: it is carried out on the basis of the School's legitimate interests in the safe and effective running of the School, as described in the Privacy Notice. Other uses of information relating to your child and (where appropriate) to you, including for managing relationships between the School and current pupils and parents and for communicating with the School community and former pupils, are described in the Privacy Notice.

c) You undertake to: (i) confirm (or update, if necessary), when requested, such information (and/or documentary materials) about (or relating to) 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 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 their 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 requirement or obligation (for example, under data protection law).

e) The School will process personal data about you and your child in accordance with data protection law, including the UK General Data Protection Regulation (UK GDPR), the Data Protection Act 2018 and the Data (Use and Access) Act 2025, as each may be amended from time to time. The School's Privacy Notice explains what personal data the School holds, why it is used, the lawful bases on which the School relies and your rights. Where the School relies on consent for a particular use (for example, under the Photo & Video Consent form), it will ask for that consent separately and you may withdraw it at any time. The School may also process personal data in order to comply with any court order or legal or regulatory requirement, and to perform its obligations under this contract.

11. Intellectual Property Rights

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

12. Changes in Ownership

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 to 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) (i) 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 the enrolment fee or any fees paid to you if you are in material breach of any of your obligations under this contract and have not (in the case of a breach which is capable of remedy) remedied the same within fourteen (14) days of a notice from the School requiring it to be remedied.

(ii) For the purposes 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: (i) failure to pay any fees or supplemental charges on time on more than one occasion (other than a charge for a curriculum activity or its transport where you have contacted the Head about hardship under Clause 3(d)); (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 Clause 6(b)(i) of this contract; (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this contract (including pursuant to the School Rules (including the Behaviour Policy)); and/or (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 misrepresentation at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/they are not).

b) (i) The School may at any time cancel this contract forthwith by notice in writing (without prejudice to any of its other 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 supplemental 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 an individual voluntary arrangement.

(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 administrative receivership or is wound-up for any reason.

c) For the avoidance of doubt, this contract shall end at the end of your child's schooling.

14. Force Majeure

a) In this contract "force majeure" shall mean any cause beyond a party's reasonable control (including, by way of example and for the avoidance of doubt, acts 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 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 Clause 14(c), 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 the circumstances the School shall endeavour during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

c) If the School is wholly unable to perform its obligations under this contract for a continuous period of more than fourteen (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:

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

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

   (III) If (II) above 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 of its obligations as a result of force majeure for a continuous period greater than six (6) 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.

15. Communications

a) All notices required to be given under these terms and conditions must be given in writing. Notices from parents must be given in accordance with Clause 4(b).

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

16. General Conditions

a) **Leaving School Premises:** A pupil will not be allowed to leave school premises with anyone other than the parent or with a responsible adult appointed by the parent and of whom notice has been given to either the Head, the School Secretary or the pupil's class teacher.

b) **Website:** www.vitaetpax.co.uk. The website describes the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the web pages are not part of any agreement between the parents and the

School. Parents wishing to place specific reliance on a matter set out in the website should seek written confirmation of that matter before entering into this agreement.

17. Interpretation

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

18. 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.

19. 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. Wherever possible, 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.

Vita et Pax Preparatory School – Terms & Conditions, version October 2026

Effective date: start of the Summer (Trinity) Term 2027 (Thursday 15 April 2027) for pupils on roll or with an accepted place at adoption; the date of acceptance for places accepted after adoption.