



Terms & Conditions

1 Who we are

- 1.1** We are CGS ADMINISTRATIVE SERVICES LIMITED incorporated and registered in England and Wales with company number 12857381 whose registered office is Units 6 and 7, Old Swiss, 157 Cherry Hinton Road, Cambridge CB1 7BX ("CGS" or "**we/us/our**"). We provide, through our group of schools ("**Schools**"), a wide range of academic programmes for pupils in locations around the world.
- 1.2** You wish to study an academic programme with us, which will be provided on our behalf through our group School known as **St Michael's School**.
- 1.3** If you need to contact us in relation to these Terms and Conditions, you can do so by email: international@stmikes.co.uk or telephone to: +44 (0) 1223 341300. If you need to contact your School, you can do so by email: office@stmikes.co.uk or telephone to: +44 (0) 1554 820325.
- 1.4** Please read these conditions carefully. It is important that both Parent and Pupil read and understand all of these conditions as you confirm that you accept them when you sign the registration form included in our offer pack. The relevant School will be responsible for delivering your academic programme on our behalf in accordance with these Terms, but the contract is between us and you. The Terms and Conditions apply throughout a Pupil's stay with the School, regardless of changes made to a Pupil's course of study or accommodation, subject to the School giving reasonable notice of such changes wherever possible.

2 Definitions

- 2.1** In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

- "**Acceptance Form**" – the form provided by the School in the Offer Pack for completion when accepting a place for the Pupil at the School.
- "**Agent**" – a person or organisation that the Parent has entered into a contract with directly (and separately) for the provision of services relating to educational services.
- "**School**" – CGS School as detailed in the Pupil's offer letter and defined in [clause 1.2](#)
- "**Offer Pack**" – the pack of information we send confirming our offer of a place at the School for the Pupil, which includes details of the School's fees and the Acceptance Form.
- "**Parent**" – all natural parents, or any person who, although not a natural parent, has parental responsibility for a child or young person. The term Parent is deemed to include the role of 'Guardian' (a person who has been appointed by a judge to take care of a minor child personally and/or manage that person's affairs) and 'Carer' – someone who cares for a child under 18 years of age. The Parent is deemed to be the person responsible for the payment of fees.

Where there is more than one Parent as Signatory, each Parent agrees that, prior to and during the Pupil's time at the School, both we and the School are entitled to assume that they have consulted with each other so far as decisions regarding the Pupil are concerned. Accordingly, each Parent accepts that both we and the School are entitled to treat:

- any instruction, authority, request or prohibition received from one Parent as having been given on behalf of all of them; and
 - any communication from us or the School to one Parent as having been given to all of them.
- "**Pupil**" – the person who is studying at the School.
 - "**a term's notice**" means written notice given not later than the first day of the term before the term to which the notice relates. For example, a term's notice is required to withdraw the Pupil from the School, so this



means that if you wish to withdraw the Pupil with effect from the start of the summer term (which is the term to which the notice relates) then a term's notice means you need to tell us, via the School, in writing about the withdrawal, at the latest, on the first day of the spring term immediately before;

- **"Terms and Conditions"** or **"Terms"** means these terms and conditions as may be amended from time to time.
- **"we/us/our"** – CGS as defined in clause 1.1

- 2.2 In these Terms and Conditions, we sometimes provide illustrative examples to try and provide a better understanding of what we are referring to. We do this by using the words **"for example"**, **"includes"** or **"including"**. When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

3 Application and enrolment

- 3.1 To apply to enrol at the School, an application form must be completed in full. You can apply online at www.stmikes.co.uk/admissions/admissions-application-form [or by contacting us at international@stmikes.co.uk]. All applications must be accompanied by the most recent school report, and/or evidence of public exams and the medical summary form, as well as meeting the specific requirements as detailed in the School Admissions Policy. Incomplete applications will be rejected. Please also ensure that the information provided is as accurate as possible, as non-disclosure of information can result in an offer not being made or withdrawn at any stage prior to and post enrolment.
- 3.2 If a suitable place is available, we will then send a full offer pack to complete (an **"Offer Pack"**), which contains further details about the selected course, confirms the deposit and registration fee required, and includes a registration form which must be signed by the Pupil and Parent. The Offer Pack constitutes our offer to provide the relevant course at the relevant School.
- 3.3 To accept our offer and enter into a contract with us, the deposit and registration fee stated in the Offer Pack must be sent, along with the Admission Contract & Medical Summary form.
- 3.4 Upon receipt by us and/or the School of your completed registration form and our receipt of the deposit and registration fee (as applicable), a contract will have been formed between you and us, and we will both be bound by these terms (a **"Contract"**). In cases where no deposit is payable then the Contract is entered into upon receipt by us of the registration fee only and the receipt by us and/or the School of the completed registration form.

4 Payment of fees and expenses

- 4.1 Please see your offer pack or invoice for details of how and when to pay. The annual fees are divided into three equal parts and charged termly, regardless of the length of any term. Fees payable in respect of each term fall due for payment 2 weeks before the start of the relevant term.
- 4.2 Unless set out in the invoice or notified to you at any time, the fees include the costs we incur in the usual course of educating your child. This includes all tuition, pastoral and academic advice and support from school staff, UCAS preparation and Medical & Oxbridge options. Boarding fees include three meals per day during term time and a once-weekly laundry service.
- 4.3 Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of the Pupil being required to study from home as a result of the School providing educational services remotely for whatever reason. If the Pupil takes study leave at home before or during public examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of any periods spent at home.

- 4.4** Interest is charged at the rate of 3% per year on late payments. We reserve the right to suspend or cancel tuition and/ or accommodation, or to require advance payment for future terms, in cases of repeated failure to make payment by the due date. The Pupil may be prevented from attending lessons, and/or School references or other information may be withheld where fees remain unpaid in whole or in part.
- 4.5** We regret that we and/or the School cannot extend credit to Pupils. All additional expenses (trips, examination fees, registration with UCAS & Duke of Edinburgh, books and materials, etc) must be paid for in advance. Please note that study materials are not routinely included in our fees. The initial deposit cannot be used by the Pupil to pay for expenses or cover shortfall in fees.
- 4.6** The deposit will be refunded only once all outstanding fees and expenses have been cleared. This process will take time, following the end of the Pupil's studies with the School, and we cannot refund deposits prior to its completion. A refund form will be sent to the Signatory which must be completed, signed, and returned to us before the refund is processed. The deposit will only be returned to the original fee payer by the same payment method. All refunds will be processed in line with applicable laws and legal restrictions.
- 4.7** The fees do not include any additional costs. Details of 'Additional Supplements' are available on the fees page of the School website. By way of example, any extra-curricular activities (such as private music lessons, trips and visits) in which you agree in advance the Pupil may participate will be supplemental to items met by the fees and charged for accordingly, along with any school transportation costs. In addition, all public examination fees shall be charged as additional costs. Additional charges incurred by the School in providing for the special educational needs of the Pupil may also be charged as supplemental to the fees.
- 4.8 Information on your identity and the source of funds:** From time to time, we may ask you to provide us with information, that we consider to be satisfactory, so that we can verify:
- your identity;
 - the Pupil's identity;
 - the Pupil's right to enter, live and study in the United Kingdom; and
 - the source of funds you are using to pay the fees.
 - You must provide the School with the information we ask for.
- 4.9 Allocation of payments to your fees account:** Except where expressly agreed with you otherwise, we shall be entitled to allocate payments from you to your account as we see fit.

5 Fee increases and other changes

- 5.1** A reasonable increase to fees is made annually for each new academic year. Fee increases will not apply if payment has already been made by the time the new prices are published. Notice of the new fees will be provided in time to allow withdrawal on a full term's notice.
- 5.2** The School website and prospectus describe the broad principles on which the School is presently run. 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 Pupils (including by providing such education remotely (whilst Pupils remain at home, for example, where the School is required to close its premises). The School reserves the right to withdraw a programme or a single subject at any time, giving reasonable notice wherever possible, and either provide a suitable alternative or refund any unexpired part of the course.

6 Late arrival

- 6.1 Pupils are expected to make travel arrangements to ensure they can attend from the first day of term. UK Visas and Immigration service ("UKVI") restrict entry to the UK for late arrivals in certain circumstances. We ask any late arriving Pupils to provide regular updates on their expected arrival date and we may have to defer a Pupil's entry to a later term if a Pupil does not arrive within one month of the course start date. In such cases the cancellation and withdrawal policies will apply. No fee reduction or refund will apply if the Pupil arrives after the course start date. We also expect Pupils to make arrangements to not depart early at the conclusion of each term, leaving on the final day of term or as close to it as possible prior to that date.

7 Cancellation (before starting studies)

- 7.1 Once we have accepted a pupil we have reserved them a place, and may have to turn other pupils away. In cases where a place is cancelled, written cancellation must therefore be given to the Head or to us via the Admissions Team (international@stmikes.co.uk) and receipt will be acknowledged in writing. The following cancellation charges shall apply:
- More than 3 months before the first day of study - deposit and registration fee
 - Less than 3 months before the first day of study – deposit and registration fee, plus one full term's applicable tuition and accommodation fees
- 7.2 Any refund due will only be returned to the original fee payer by the original payment method. All refunds will be processed in line with applicable laws and legal restrictions.
- 7.3 When a Pupil defers the start date of their studies and then subsequently cancels this will be considered as less than 14 days' notice. Note that we will use the original date for the beginning of their studies when calculating the fees due.
- 7.4 If cancellation is due to visa refusal through no fault of your own, in normal circumstances the School will refund all fees paid excluding the registration fee. Full written details including evidence of refusal will be required.
- 7.5 Under UK consumer law if you enrol online you have the right to change your mind within 14 days of your original enrolment (the "**cooling off period**"), starting from the date on which your deposit to reserve your place is received by us. In this event, all fees will be returned to you. You must make a statement of cancellation to us in writing to international@stmikes.co.uk.

8 Withdrawal (after starting studies)

- 8.1 Once a Pupil has commenced their studies, one full term's notice is required for any withdrawal. Withdrawal from part of a term is not possible. If you do not provide us, via the School, with this notice, we will charge both the current term's fee and one term's fees in lieu of notice. This clause applies to withdrawals from tuition and/or accommodation provided by the School.
- 8.2 If you wish to change the Pupil's place at the School from a boarding to a day place (living in independent accommodation) or change the accommodation type (for example, from shared to single) you must either give a term's notice or pay us the difference between the 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. Any refund due will only be returned to the original fee payer by the original payment method. All refunds will be processed in line with applicable laws and legal restrictions.

- 8.3 If a Pupil wishes to change their course of study (choice of subjects), after starting their studies, the same notice provisions apply to any change in fees. Please note that a change of course may require a new visa application and an additional cost will therefore be incurred. Permission to change a course of study is at the sole discretion of the school and time limits apply for making these changes depending upon the chosen programme of study.
- 8.4 Any Child Student Visa holders withdrawing will be reported to the UKVI and will be required to provide documentary evidence of their return to their home country (e.g. visa stamp) or of their sponsorship by a new school.
- 8.5 We are unable to refund fees when the Pupil is absent due to illness or injury or other emergency or change in personal circumstances. You may therefore wish to arrange adequate fee insurance to provide cover for the refund of fees in such cases, however this is entirely optional. Please contact international@stmikes.co.uk if you would like details of insurance cover.

9 Pupils requiring a visa to study in the UK

- 9.1 The Pupil will need to demonstrate that they have a valid immigration status to undertake their studies. If the Pupil cannot demonstrate that they have the right to enter, live and study in the United Kingdom, we may cancel the contract on written notice and withdraw the Pupil. The withdrawal will be subject to fees in lieu of notice as set out above. We will not be responsible for any related or ancillary costs or losses incurred. No reduction of fees will apply to any time missed due to the Pupil ensuring they have a valid immigration status and the right to enter, live and study in the United Kingdom.
- 9.2 It is the Parent and Pupil's responsibility to ensure that they comply with the terms of their visa at all times whilst enrolled with and/or studying at the School. If the Pupil holds a non-Student Route visa that permits study, you are responsible for ensuring that they maintain their visa status throughout their studies, and maintain their right to enter, live and study in the United Kingdom. Such Pupils are required to inform the School immediately of any changes to their immigration status.
- 9.3 The School are required to withdraw sponsorship of Pupil visas for a number of reasons, including:
- failure to enrol or re-enrol on the course;
 - failure to meet the minimum attendance requirements (including missing 10 expected contact points);
 - the enrolment being terminated, or the Pupil withdrawing, being excluded or deferring their studies; and
 - Pupils successfully completing the course in a shorter period than originally planned.
- 9.4 As a part of any withdrawal process the Pupil must provide documentary evidence of their return to their home country (e.g. visa stamp or boarding pass) or of their new school or education institution (e.g. a new visa). If the Pupil's visa is revoked, we will be entitled to cancel this contract and withdraw the Pupil with immediate effect. The withdrawal will be subject to fees in lieu of notice as set out in [clause 8](#). Support may be provided at our discretion in cases of UKVI error.

10 Academic performance

- 10.1 Pupils are expected to attend lessons, complete their work, and attain reasonable performance targets. English for Speakers of Other Languages (ESOL) will normally form part of a Pupil's studies until such point as they reach IELTS 7.5 in all areas.

- 10.2** The School will not enter pupils who do not perform to their satisfaction during their course for external public examinations. This will be decided by the School based on their performance in homework, tutorial, attendance, coursework, internal examinations and public examination potential. The School reserves the right to apply entrance criteria for all programmes of study, this includes continuation from Year 12 to Year 13. Pupils not achieving 3 C grades or higher in Year 12 may not progress to Year 13. Individual guidance on options will be given in the unusual event that this occurs. A minimum of 8 B grades are required at GCSE to progress to Year 12.
- 10.3** The School will support all relevant Pupils in their applications through UCAS to university. It is the duty of the Pupil to ensure all supporting qualifications are accurately communicated and are fully supported by valid, original documents that can be corroborated by both the School and the relevant university admissions department, if required. All Pupils are strongly advised to apply to universities through the School and to discuss all such actions thoroughly with their advisor. If a Pupil applies directly to UCAS, other than through the School, staff will do what they can to assist but, if in the view of the Head, it is not in the best interest of the Pupil or the School to support an independent application, including one made through an agent, the School will not support it. We accept no liability for applications supported by other parties or using fraudulent documents.
- 10.4** Scholarship recipients must maintain good academic and personal standing during their course to remain eligible for the award. Pupils found guilty of academic and/or behavioural misconduct during their course may have their scholarship withdrawn without notice.

11 Trips, visits and medical care

- 11.1** The Parent and Pupil confirm consent to participation in all School trips and activities on or off School premises, and agree to the provision of first aid or urgent medical treatment as necessary. Your signature on the Medical Summary Form will be regarded as consent for staff to administer first aid and non-prescription medicine and arrange medical treatment in the case of an emergency.
- 11.2** Parents and Pupils agree that the School may administer any non-prescription medication or first aid as is deemed appropriate and to seek medical, dental or optical treatment when required. It is important that the School is made aware of any welfare, medical conditions, mental health issues or disabilities as part of the application process, so that the Pupil can be cared for appropriately. It is therefore a condition of the Pupil joining and remaining at the School that a detailed Medical History Form in respect of the Pupil is completed and submitted prior to taking up a place – ordinarily this is around one month prior to arrival. This includes the requirement to provide a full vaccination history. Parents and Pupils also agree to notify the School of special dietary needs, allergies or other medical conditions where special arrangements have to be made during the application process and not after an offer has been accepted. The School must be notified of any changes to health, medical or other relevant information related to the Pupil as soon as they occur. Where new conditions have been diagnosed between the completion of the Medical Summary Form at application and the submission of the detailed Medical History Form, you will be expected to provide documentary evidence that the new diagnosis was not a pre-existing condition.
- 11.3** If a Pupil arrives at School with an undeclared pre-existing condition, we and/or the School reserve the right to terminate this contract, or exclusively at the School's discretion and depending upon the circumstances, to attend private medical or psychological treatment. The cost for any such treatment will be met by the Parent. Additionally, where the School finds a Pupils requires, or the Pupil or Parent requests, additional support in the classroom, in addition to any reasonable adjustments, a charge would normally be made to cover these costs.

- 11.4** Parents should be aware that charges for UK National Health Service (“NHS”) treatment may apply, subject to local policies. Parents are required to obtain adequate insurance prior to travel for all medical care. The cost to see a private doctor or dentist, for routine or emergency treatment, can vary. The Pupil will need to pay for these costs directly. Cancellation or withdrawal for medical reasons is subject to the notice periods described above.
- 11.5** 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 may be required to keep the Pupil at home, or for the Pupil to remain in boarding, until such time as the health risk has passed. Where it is considered appropriate, the School will try to continue providing education to the Pupil remotely during such period (including, for example, by sending the Pupil work assignments electronically or by post).
- 11.6** Cancellation or withdrawal for medical reasons is subject to the notice periods described in [clause 8](#) above. We strongly advise taking out insurance that covers cancellation for protection in these circumstances.

12 Disciplinary matters, exclusion and contract termination

- 12.1** The School has an international student body, and all students should respect and be sensitive to other cultures, religions, ethnicities and nationalities. There is no excuse for not treating any race, culture, or nationality as equal.
- 12.2** All Pupils should feel safe and any action by someone that makes another person feel afraid or not safe is bullying. This includes the physical, the emotional, put downs, excluding someone, cyber bullying and making demands for money or possessions.
- 12.3** Bullying at the School is totally unacceptable and will not be tolerated. Please inform appropriate School staff at the earliest opportunity and the pastoral team will take all necessary action.
- 12.4** The School believes that talking to people to explain why something is wrong, and getting agreement that it won't happen again, is the best way forward.
- 12.5** The School believes that once someone has been disciplined by the School, they should be able to look forward, having learnt from the experience.
- 12.6** The School reserves the right to exclude a Pupil for:
- serious or persistent disciplinary or behavioural matters or if, in the reasonable judgement of the Head, this is in the best interests of the Pupil, their peers, staff or the School;
 - incidents of gross misconduct as detailed in the Pupil handbook, including use, or threats of use of violence, drug or alcohol related offences, bullying or harassment, physical relationships between peers, cheating and deception or any serious breach of UK law or School rules;
 - persistent failure to attend lessons;
 - failing to meet required academic standards;
 - These examples are not exhaustive and the Head 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.
- 12.7** The School may carry out random drug and alcohol testing in accordance with the School's Drugs Policy.
- 12.8** Appeals can be made against permanent exclusion. Please see the Pupil Exclusions Policy for information regarding the appeals process.

12.9 We and the School reserve the right to terminate this contract for:

- the Pupil or Parent misleading or failing to disclose to the School: the Pupil's qualifications, medical or psychological history, learning difficulties, prior UK visa history or suitability for entry. It is therefore essential that all details or other information notified or otherwise disclosed to the School about the Pupil are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld; or
- failure to pay fees after receiving a final warning.

12.10 Contract termination on account of non-payment of fees or failure to disclose information or provide accurate information at application, before or after enrolment, has no recourse to appeal.

12.11 If exclusion/contract termination is necessary, arrangements must be made for any boarders to leave the School at the earliest possible opportunity, and any Child Student visa holder will be required to confirm their safe arrival to their home country for onwards evidence to UKVI. The School will be required to notify the relevant authorities if Pupils do not leave when requested to. Any visa sponsorship will be withdrawn. Any relevant expenses incurred by us or the School to return the Pupil and their personal property shall become payable by the Parent. In the event of a Pupil's temporary or permanent exclusion from the School, no refund will be made of fees due (whether paid or payable) and fees in lieu of notice will be charged in accordance with clause 8 above.

13 Main School Rules

- Treat everyone politely and with respect.
- Do your best at all times.
- Be on time to lessons.
- Hand homework in on time.
- Smoking is not permitted.
- Turn your mobile off and all electronic entertainment devices, keeping them out of sight, when going into a class or meeting.
- If English is your second language, speak it on school premises.
- The School has a zero tolerance policy on illegal substances.

14 Insurance and Personal Property (applicable to boarders)

14.1 At the end of the academic year, any property left behind that is not detailed on a "luggage agreement form" will be disposed of in a manner deemed appropriate by the School.

14.2 Any bedrooms left unreasonably tidy or full of luggage needing to be moved to a storage room, will result in a charge being made to the student's account. This is currently £50.

14.3 At the end of each term, students must tidy their rooms to allow a thorough clean to take place.

14.4 Parents and Guardians are informed that most properties are left unsupervised during the holidays, so any property left behind is at your own risk.

14.5 The School cannot be held responsible for any loss or theft of personal property. Students are advised to arrange their own insurance cover.

15 Damages to property, and fines

- 15.1 The Parent and Pupil are liable for the cost of any breakages, loss or damage caused by the Pupil to the premises in which the Pupil is being taught or is living. Breakages, loss or damage in shared areas are considered the joint responsibility of the Pupils in occupation, and will be recovered as such, unless an individual Pupil admits personal responsibility (or the School believe it is a particular individual on the balance of probabilities).
- 15.2 The School may impose a reasonable penalty or fine for other forms of misconduct such as contravening health & safety regulations such as smoking bans, or breaking School policies.

16 Publicity and scholarships

- 16.1 Photographs and videos of children may be taken during their stay with the School for use in promotional materials, such as brochures and the website. Please indicate on the Admissions Contract if you are unhappy for your child's media to be used for these purposes.
- 16.2 Scholarship recipients are expected to become ambassadors for their School. These responsibilities may include a variety of forms of supporting the School's activity to engage with new Pupils, either online, in print or in person. They may also include supporting new Pupils joining the School from their home country.

17 Data protection

- 17.1 We are registered as a data controller with the UK Information Commissioner's Office and we will procure that the School will, at all time comply with the applicable data protection legislation including the GDPR and Data Protection Act 2018.
- 17.2 We will process personal data:
- as set out in the School's Privacy Notice which is available on the School's website at <https://www.stmikes.co.uk/about/school-policies> (and as it may be amended from time to time);
 - in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
 - to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes.
- 17.3 If information we hold or circumstances relating to the Pupil or Parent changes during the period of the Contract, the School must be updated immediately. This includes contact information, medical information and immigration information.

18 Complaints

- 18.1 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 undue delay. Complaints should be raised in accordance with the Parental Complaints Policy, available on the School website.
- 18.2 The School will not get upset or angry by what is said and will listen in confidence and value your honesty.

19 Liability & Jurisdiction

- 19.1 While the Pupil remains at the School, we and the School will ensure that the School will exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during the teaching day or when the Pupil is otherwise under the School's supervision.

- 19.2 We and/or the School cannot accept any responsibility for the welfare of the Pupil while off the School's premises unless he or she is taking part in a School activity or otherwise under the supervision of a member of School staff.
- 19.3 We shall not, and nor shall the School, exclude or limit our liability to you where it would not be lawful to do so. This includes any liability for death or personal injury suffered by any Pupil caused by our or the School's negligence, fraud, or breach of your consumer rights.
- 19.4 This Contract is governed by UK Law but if you may choose to bring legal proceedings before the courts of your home country.

20 Transfer of this contract

- 20.1 We may make changes to the School (including changes to the legal entity that owns and runs the School) or we may amalgamate the School with another legal entity. In order to do this, we may transfer the undertaking of the School to another person or organisation. We will provide notification if we plan to do this and we will ensure that the transfer will not affect existing rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.
- 20.2 The Pupil and Parent may not transfer their rights or obligations under this contract to anyone else.

21 Events outside the School's, or the Pupil's, control

- 21.1 An event outside of our or the Pupil's control is any event beyond either the Pupil'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. In the remainder of this [clause 21](#) we shall refer to these as an "event".
- 21.2 If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances, the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely). If the School is prevented from performing all of its obligations as a result of an event for a continuous period of more than six (6) months, the School shall provide notification 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 end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- 21.3 Subject to [clause 8](#), if the Pupil is unable to attend (or is likely not to be able to attend) the School, in person or remotely, due to reasons caused by an event the School shall be notified in writing of such circumstances and the following provisions shall apply:

- in consultation and cooperation with the School, the Pupil and the Parent shall do everything he or she reasonably can to minimise the impact of the event in order to continue to perform their obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
- in circumstances where, following the efforts made and steps taken, the Pupil remains unable to participate and benefit from any level of provision of education by the School then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro- rated accordingly) during the continuance of the event;
- and if the event continues to prevent the Pupil from attending the School (whether in person or remotely) or being able to participate and benefit from any level of provision of education by the School for more than six (6) months we shall discuss a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

22 Changes to these Terms and Conditions

- 22.1** We may change or add to these Terms and Conditions from time to time for legal or other substantive reasons or in order to assist the proper delivery of education at the School. We will provide reasonable notice of any such modifications before the changes are to take effect. This may be via the School newsletter, letters sent home, our website or social media channels.

Extended versions of many school policies are available for parents on request. Many can be found on our website at www.stmikes.co.uk.