

Terms and Conditions

1. Definitions

(a) In these terms and conditions "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 and includes any pupil aged 18 or over;

"the Complaints Procedure" is the School's procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. A copy of the procedure is available from the School at any time upon written request;

"deposit" means the sum set out in the Schedule of Fees; "overseas payment" means the additional sum payable by overseas residents as set out in the Schedule of Fees;

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

"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;

"Schedule of Fees" means the published note of the School's prevailing fees;

"School Rules" means the rules of the School, a copy of the current version of which is sent to parents with the letter offering a place at the School and is provided to each child on entry, as those rules 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. Parents will be given notice of such amendments;

"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; and

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or who with the School's written consent has subsequently assumed parental responsibility for such child.

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 Schedule of Fees, the School Rules, the Complaints Procedure and these terms and conditions constitute the terms of a contract between you and Stanbridge Earls School Trust. 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 Deposit

(a) An offer of a place for your child at the School is accepted by you submitting the duly completed Acceptance Form and paying the deposit together with any overseas payment where required.

(b) The deposit is not refundable if your child does not take up a place at the School [(except where the School fills the vacancy created by your child's withdrawal, in which case the School shall refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs)]. The deposit and the overseas payment will form part of the general funds of the School until they are credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.

(c) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the School you shall give written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start. If such notice is received by the School by that time the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. Subject to the remainder of this Clause 2(c), if such notice is received on or after that date, a term's fees shall be payable and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the term when your child was due to start and the School shall credit the deposit (without interest) to such payment of the term's fees (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the

term's fees). Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you.

3. School Fees

(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 materials and as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School. However, the School reserves the right to raise an additional charge to cover the cost of certain educational materials necessary for some subjects.

(b) Any extra-curricular activities such as private music lessons, trips and visits 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. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.

(c) Each person who has signed the Acceptance Form is jointly and severally liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has expressly agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the fees or any part of them.

(d) Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained the prior written consent of both the School and the remaining parent.

(e) 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 with immediate effect 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. If, within 14 days following the withdrawal of a scholarship or bursary, a child is withdrawn from the School, no fees in lieu of notice will be payable.

(f) Except where a separate agreement has been made between the Parents and the School for the deferment of payment of fees, each invoice must be paid in full by cheque or by direct bank transfer before the first day of term. 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.

(g) 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 supplemental charges. If fees or other supplemental charges remain unpaid 28 days after your child has been excluded for non-payment, your child will be deemed withdrawn from the School without notice. Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, we may make an interest charge composed of simple interest calculated on a daily basis at 2 per cent per month on late payment. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.

(h) The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term.

(i) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home. Fees will also not be refunded in the case of a term being shortened or a vacation being extended.

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) If you wish to change your child's place at the School from a boarding to a day place you shall either give a term's notice or shall pay to the School the difference between the boarding and the day fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice has been given.

(c) In cases under (a) or (b) above, where notice is not given, 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 either give a half term's notice to that effect or shall

pay to the School a half term's charges for the activity in which your child has ceased to participate. Half a term's notice means notice given before the first day of term expiring at half term, or notice given before half term expiring at the end of term.

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

5. School Rules

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

(b) The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.

(c) 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.

6. Disciplinary Procedures

(a) The Head may in his discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if he considers that your child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.

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

(c) Should the Head exercise his right under sub-clause 6(a) or 6(b) above, subject to any contrary provisions in any other agreement made between the Parents and the School, you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable. The Head will act fairly and in accordance with the principles of natural justice and will not expel a pupil other than in grave circumstances.

(d) The School Rules set out examples of offences likely to be punishable by suspension, required removal or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or required removal for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.

(e) The School will act in a way that is fair in all circumstances when taking decisions under this Clause 6. The review of serious disciplinary matters is 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 his or her secondary schooling. However, the School shall not be obliged to permit your child to enter the sixth form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the sixth form after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form conditional upon the results of such examinations.

(b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organized by the School.

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

(d) 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 appropriate in order to avert an immediate danger or personal injury to, or immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in

other normal sports and activities which may entail some risk of physical injury.

(e) 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)).

(f) Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing it does not form part of the contract between you and the School. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises) and 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. We will give parents notice of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.

(g) 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 and can advise when external agencies need to be involved. Formal assessments 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.

(h) Religious observance at the School shall be conducted in accordance with the School Rules.

8. The Parents' Obligations

(a) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. 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 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 him/her to return to the School until such time as the health risk has been averted. 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).

- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (c) The School will be entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons.
- (d) 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.
- (e) We cannot accept any responsibility for the welfare of your child while off the School premises unless he is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- (f) 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

You must make your own insurance arrangements if you require cover for your child's person or property while at School or for the payment of fees due to absence of your child or closure of the School premises. Your child is included in a personal accident insurance scheme, unless you elect to opt-out, the cost of which is charged separately from the fees.

10. Confidentiality and References

- (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 his/her 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 in or correct statements of fact contained in any reference or report given by us.
- (b) You consent to us making use of information relating to your child whilst he or she is at the School (including photographs and video recordings) and after he or she has left for the purposes of promoting the School to prospective pupils through our prospectus and website, managing relationships the School and current pupils, providing references and communicating with the body of former pupils. By signing the Acceptance Form or by agreeing to be bound by these Terms and Conditions the Parents on behalf of themselves and so far as they are able on behalf of the Pupil authorise the School to process

personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the School.

11. Data Protection and Disclosure of Information

The School will process personal data about you and your child in accordance with the Data Protection Act 1998 and its Data Protection Policy which is enclosed for your information.

The School may in certain limited circumstances be required to disclose information about you and your child to other parties. The School will disclose such information where it is required to do so by law or where the School believes such disclosure is necessary for the welfare or education of your child or where it is necessary as part of the day to day functions of the School.

The circumstances in which the School may disclose information about you and your child include the following circumstances:

- To healthcare professionals for the assessment and treatment of any illnesses or injuries;
- To the local authority in relation to your child's attendance at the School, educational requirements and in the event your child leaves the School;
- Where required by other educational establishments that your child may attend;
- To parties that require such information for the purpose of your child's annual review and any statements of educational need including members of the local authority and educational psychologists;
- Where required to make health and safety assessments or to procure insurances to enable your child to participate in School activities, and trips;
- Where required in relation to any funding of your child by the local authority;
- At the request of social services, healthcare professionals or the police where concerns are raised about the health and welfare of your child.
- Where, in the opinion of the Head it is deemed necessary we may share information with certain third parties.
- If the School enters into a separate arrangement for the payment of fees, we may, in order to verify your identity and so that we can assess your application for credit, search the files of any licensed credit reference agency who will keep a record of that search and details about your application. This record will be seen by other organisations which make searches about you. Failure to supply information may result in a refusal of credit.

Use of Biometric Data

Entrance to a number of School buildings is through doors which use fingerprint recognition technology. In order to access such buildings pupils are required to place their thumb on a scanner pad. Their thumbprint is then

matched to information held by our security system. Upon joining the School a new pupil is required to provide a thumbprint which is scanned into our security system and used to provide a unique biometric template for that pupil. This information is stored securely and only used to permit pupils access to the relevant buildings.

If you have any concerns or queries about the School's Data Protection Policy please contact the Bursar who has been appointed as the School's Data Protection Controller.

12. Intellectual Property Rights

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

13. Changes in Ownership etc

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

14. Cancellation

(a) The School shall be entitled to cancel this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this or any similar agreement with the School and have not (in the case of a breach which is capable of remedy) remedied the same within (14) days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions). 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 agreement: (i) failure to pay any fees or supplemental charges on time on more than [one] / [two] occasions; (ii) you (as opposed to your child) acting in such a way as to give the Head cause to expel your child under Clause 6(b) of this agreement; (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this agreement (including the School Rules); and (iv) failure or refusal to complete and submit to the School a medical questionnaire in respect of your child.

(b) Either party may cancel this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) 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 agreement shall end at the end of your child's schooling which may be at the end of the fifth form if your child does not meet any requirements imposed under Clause 7(a) for entry to the sixth form.

15. Force Majeure (ie, circumstances beyond our control)

15.1 In this agreement "force majeure" shall mean any cause beyond a party's control (including, 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).

15.2 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/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. The School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

15.3 Subject to Clause 15.2, 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 months, the School shall notify you of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying fees in lieu.

15.4 Subject to Clause 3(g), in the event that your child is unable to attend (or is likely not to be able to attend) the School due to reasons of his or her severe ill-health or physical impairment caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:

(a) you shall, in consultation and cooperation with the School, use all reasonable endeavours to:

(i) mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provision of education by the School, including for example participating remotely); and

(ii) resume the performance of the obligations as soon as reasonably possible;

(b) in circumstances where, following the efforts made and steps taken under Clause 15.4(a), your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and

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

16. Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the Acceptance Form as having been made to both or all such persons. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

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. 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.

DATA PROTECTION POLICY

General Statement of the School's Duties

The School is required to process relevant personal data regarding pupils and their parents and guardians as part of its operation and shall take all reasonable steps to do so in accordance with this Policy. Processing may include obtaining, recording, holding, disclosing, destroying or otherwise using data. In this Policy any reference to pupils includes past or present pupils.

Data Protection Controller

The School has appointed the Bursar as Data Protection Controller (DPC) who will endeavour to ensure that all personal data is processed in compliance with this Policy and the Principles of the Data Protection Act 1998.

The Principles

The School shall so far as is reasonably practicable comply with the Data Protection Principles ("The Principles") contained in the Data Protection Act to ensure that all data is:

- Fairly and lawfully processed.
- Processed for a lawful purpose.
- Adequate, relevant and not excessive.
- Accurate and up to date.
- Not kept for longer than necessary.
- Processed in accordance with the data subject's rights.
- Secure.
- Not transferred without adequate protection.

Personal Data

Personal data covers both facts and opinions about an individual. The School may process a wide range of personal data on pupils, their parents or guardians as part of its operations. This personal data may include (but is not limited to) names and addresses, bank details, academic, disciplinary, admissions and attendance records, references, examination scripts and marks, medical records (including Educational Psychologist's reports etc.)

Processing of Personal Data

Consent may be required for the processing of personal data unless the processing is necessary for the School to undertake its obligations to pupils and their parents or guardians. Any information which falls under the definition of personal data, and is not otherwise exempt, will remain confidential and will only be disclosed to third parties with the consent of the appropriate individual or under the terms of this Policy.

Sensitive Personal Data

The School may, from time to time, be required to process sensitive personal data regarding a pupil, their parents or guardians. Sensitive data includes (but is not limited to) medical information and data relating to religion, race, or criminal records and proceedings. Where sensitive personal data is processed by the School, the explicit permission of the appropriate individual will generally be required in writing.

Rights of Access

Individuals have a right of access to information held by the School. Any individual wishing to access their personal data should put in a request, in writing, to the DPC. The School will endeavour to respond to any such written request as soon as is reasonably practicable and in any event, within 40 days for access to records and 21 days to provide a reply to an access to information request.

The School may charge an administration fee of £10.00 for providing that information.

You should be aware that certain data is exempt from the right of access under the Data Protection Act. This may include information which identifies other individuals, information which the School reasonably believes is likely to cause damage or distress, or information which is subject to legal professional privilege. The School is also not required to disclose any pupil examination scripts.

The School will also treat as confidential any reference given by the School for the purpose of the education, training or employment, or prospective education, training or employment of any pupil.

The School acknowledges that an individual may have the right to access a reference relating to them received by the School. However, such a reference will only be disclosed if such a disclosure will not identify the source of the reference or where, notwithstanding this, the referee has given their consent or if disclosure is reasonable in all the circumstances.

Whose Rights

The rights under the Data Protection Act are the individual's to whom the data relates. The School will however in most cases rely on parental consent to process data relating to pupils unless, given the nature of the processing in question, and the pupil's age and understanding, it is unreasonable in all the circumstances to rely on the parent's consent. Parents should be aware that in such situations they may not be consulted.

The School will only grant the pupil direct access to their personal data if, in the School's reasonable belief, the pupil understands the nature of the request.

Pupils agree that the School may disclose their personal data to their parent or guardian. Where a pupil seeks to raise concerns confidentially with a member of staff and expressly withholds their agreement to their personal data being disclosed to their parents or guardian, the School will maintain confidentiality unless it has reasonable grounds to believe that the pupil does not fully understand the consequences of withholding their consent, or where the School believes the disclosure will be in the best interests of the pupil or other pupils.

Exemptions

Certain data is exempted from the provisions of the Data Protection Act which includes the following:

- The prevention or detection of crime.
- The assessment of any tax or duty.
- Where the processing is necessary to exercise a right or obligation conferred or imposed by law upon the School.
- The above are examples only of some of the exemptions under the Act. Any further information on exemptions should be sought from the DPC.

Disclosure of Information

The School may receive requests from third parties to disclose personal data it holds about pupils, parents or guardians. The School confirms that it will not generally disclose information unless the individual has given their consent or one of the specific exemptions under the Data Protection Act applies. However the School does intend to disclose such data as is necessary to third parties for the following purposes:

- To give a confidential reference relating to a pupil to any educational institution which it is proposed that the pupil may attend.
- To give information relating to outstanding fees or payment history to any educational institution which it is proposed that the pupil may attend.
- To publish the results of public examinations or other achievements of pupils of the School.
- To disclose details of a pupil's medical condition where it is in the pupil's interests to do so, for example for medical advice, insurance purposes or to organisers of school trips.

Where the School receives a disclosure request from a third party it will take reasonable steps to verify the identity of that third party before making any disclosure.

Use of Personal Information by the School

The School will, from time to time, make use of personal data relating to pupils, parents or guardians in the following ways. Should you wish to limit or object to any such use please notify the DPC in writing.

- To make use of photographic images of pupils in School publications, newspaper and magazine advertisements and on the School website. However the School will not publish photographs of individual pupils with their names on the School website or in advertisements without the express permission of the appropriate individual.
- For fundraising, marketing or promotional purposes and to maintain relationships with pupils of the School, including transferring information to any association, society or club set up for the purposes of establishing or maintaining contact with pupils or for fundraising, marketing or promotional purposes.

Accuracy

The School will endeavour to ensure that all personal data held in relation to an individual is accurate. Individuals must notify the DPC of any changes in information held about them. An individual has the right to request that inaccurate information about them is erased or corrected.

Security

The School will take reasonable steps to ensure that members of staff will only have access to personal data relating to pupils, parents or guardians where it is necessary for them to do so. All staff will be made aware of this Policy and their duties under the Data Protection Act. The School will ensure that all personal information is held securely and is not accessible to unauthorised persons.

Enforcement

If an individual believes that the School has not complied with this Policy or acted otherwise than in accordance with the Data Protection Act, they should utilise the School's Complaints Procedure and should also notify the DPC.