



Albyn School

Terms and Conditions

Section A – Introduction

1. **Terms and Conditions:** together with the Offer of a Place at the School, the conditions of any financial award if applicable, the Acceptance Form, and the fees schedule, these Terms and Conditions form the basis of a legally binding contract between the Parents and the School for the provision of educational services. These Terms and Conditions are intended to promote the education and welfare of pupils and the stability, forward planning, proper resourcing, and development of Albyn School.
2. **Variations:** these Terms and Conditions, the conditions of any financial award and the fees schedule are subject to change from time to time to reflect legal, safety or other substantive changes or changes in custom and practice 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. For example, if the updated terms and conditions are to take effect at the start of the autumn term, we will notify you before the end of the preceding spring term.
3. **Fees and Notice:** The rules concerning Fees and Notice are of particular importance and are set out in Sections H and I.
4. **Managing Change:** Albyn School, as any other school, is likely to undergo changes during the time your child is a pupil here. See Section K for further details of the changes that may be made and the consultation and Notice procedures that will apply.

Section B – Terminology

5. **School or We or Us:** means Albyn School Limited as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee and is a mainstream day school and nursery for children aged from 2 to 18 years.
6. **School Governors or Governing Body:** means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School.
7. **Head:** means the Head of the School as appointed by the School Governors. The Head is responsible for the day-to-day running of the School.
8. **Parents or You:** means any person who has signed the Acceptance Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the School, the Parents and the third party. See clauses 86, 98 and 100.
9. **Parental Responsibility:** Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract, unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the welfare and best interests of the Pupil.
10. **Pupil:** means the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with UK custom.

Section C – Admission and Entry to the School

11. **Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and submitted and the non-refundable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time. Admission occurs when Parents accept the Offer of a Place by means of submitting the signed Acceptance Form and paying the Acceptance Deposit. Entry occurs on the date when the Pupil attends the School for the first time under these Terms and Conditions.
12. **Offer of a Place and Acceptance Deposit:** An Acceptance Deposit, as detailed in the offer of a place at the School, is payable when the Parents accept the Offer of a Place. The Acceptance Deposit will be returned to you without interest once your child has entered the School.
13. **Equal Treatment:** The School is a mainstream day school and nursery for children aged from 2 to 18 years. The School welcomes staff and children from many different ethnic groups, backgrounds and faiths and has a clearly defined ethos and set of values which may from time-to-time be updated. Human rights and freedoms are respected. Whilst the School's physical facilities for the disabled are limited because of the constraints of listed building status, the School will do all that is reasonable to ensure that its culture, policies and procedures are made accessible to children who have disabilities and to comply with its legal and moral responsibilities under equalities legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, the School can cater adequately.
14. **Additional Deposit:** In the case of a pupil whose normal residence is outside the United Kingdom, the right is reserved to require payment by parents of an Additional Deposit. The Additional Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these terms and conditions. See also clause 71.
15. **Immigration:** The School currently holds a licence to sponsor international students under Tier 4 of the points-based system of immigration. The Parents must inform the Head when returning a completed Registration Form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at the School and the Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a Tier 4 sponsor which is likely to include passport, birth certificate, visa, vignette and/or biometric residence permit of the child and, where necessary, the Parents.

Section D – Pastoral Care

16. **The School's Commitment:** the School will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. The School will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.
17. **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the School must be notified to the School as soon as practicable. A copy of the School's Complaints Policy can be supplied on request. See also clause 65.
18. **Pupil's Rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with their parents. If a conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.
19. **Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare. See Section E.
20. **Ethos:** The ethos of the School is to foster good relationships between pupils and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will take all reasonable steps to act fairly in relation to the Pupil and the Parents and expects the same of the Pupil and the Parents in relation to the School and its staff.

21. **Physical Contact:** The Parents consent to such physical contact with the Pupil:
- as may accord with good practice; or
 - as may be appropriate and proper for teaching and instruction; or
 - for providing comfort to the Pupil in distress; or
 - to maintain safety and good order; or
 - in connection with the Pupil's health and welfare.
- The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the School's normal curricular or co-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
22. **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:
- any known medical condition, health problem or allergy affecting the Pupil;
 - any history of a learning difficulty on the part of the Pupil;
 - any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Pupil;
 - any family circumstances or court order which might affect the Pupil's welfare or happiness;
 - any concerns about the Pupil's safety;
 - any change in the financial circumstances of the Parents in receipt of a bursary from the School;
 - if it is the Parents' intention that the Pupil is to be cared for or accommodated by someone who is not a close relative for a period of 28 days or more.
 - the name, address and telephone number for 24 hour contact with the adult who will have care of the Pupil, if under 16, when, during term time, both the Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer.
23. **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights of confidentiality, and to impart confidential information on a 'need-to-know' basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's use of:
- e-mail;
 - the internet; and
 - mobile electronic devices.
- See also the School's policies on acceptable use of IT and email.
24. **Special Precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. The Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or of the School community.
25. **Leaving the School Premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but it cannot accept responsibility for the Pupil if they leave the School premises in breach of the Pupil Code of Conduct. The School is not legally entitled to prevent a pupil aged 16 years or over from leaving School premises during School hours. It is the School's usual practice to allow pupils in S4 and above off site at lunchtime. Specific written permission is requested from parents at the beginning of each session which parents may reasonably withhold. The School also retains the right to rescind this privilege subject to the Pupil's conduct and other considerations.
26. **Residence During Term Time:** The Pupil is required during term time and at weekends, and at half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. The Head must be notified in writing immediately if the Pupil will be residing during Term time under the care of someone other than the Parents or legal guardian or education guardian.
27. **Communications from Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Pupil from the School. Those persons who are required to consent to or to give Notice of Withdrawal are set out in clause 67.

28. **Education Guardians:** The Parents if resident outside the United Kingdom must before Entry appoint an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility for the Pupil when they are in the care of the Parents or the education guardian. The Parents or the education guardians must make holiday arrangements, including travel to and from the School, in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the School with up-to-date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details.
29. **Photographs or Images:** By signing the Acceptance Form and agreeing to these Terms and Conditions the Parents consent, as far as is required under data protection law, to the School obtaining and using photographs, images or video of the Pupil for:
- use in the School's promotional material such as the prospectus, the website or social media;
 - press and media purposes;
 - educational purposes as part of the curriculum or co-curricular activities.
- Where the School considers that the use of photographs, images or video is more privacy intrusive, the School will use best efforts to seek specific consent from the Parents before using a photograph or video recording. Where the Pupil is of sufficient maturity (usually when aged 12 years or older) the School may seek the Pupil's specific prior consent in addition to or instead of the Parents' consent. The School will not disclose the home address of the Pupil without the Parents' consent.
30. **Request for Confidentiality:** Occasionally the Parents may ask the School to keep information about the Pupil confidential. For example, they may ask the School not to use the full name of the Pupil when sharing images, or ask for the fact that the Pupil is on the School roll to be kept confidential. If the Parents would like information about the Pupil to be kept confidential they must immediately contact the Head in writing, requesting an acknowledgment of their letter.
31. **Transport:** For the purposes of sporting activities, fixtures, competitions, and any other School organised activity, the Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
32. **Pupil's Personal Property:** The Pupil is responsible for the security and safe use of all their personal property including money, mobile electronic devices including phones, tablets and laptops, locker keys, watches, calculators, musical instruments and sports equipment, and for property lent to them by the School.
33. **Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or on any School organised activity away from School premises.
34. **School's Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

Section E – Health and Medical Matters

35. **Medical Declaration:** The Parents will be asked to complete a Confidential Information form concerning the Pupil's health and must inform the School in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in Sport or sporting activities, or has been in contact with anyone with an infectious or contagious disease.
36. **Pupil's Health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers that necessary as a matter of professional judgement in the interests of the Pupil and/or the School community. The Pupil, if of sufficient age and maturity, is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.
37. **Medical Information:** Throughout the Pupil's time as a member of the School, the School Nurse shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, 'need-to-know' basis.

38. **Emergency Medical Treatment:** The Parents authorise the Head or the Head's authorised Deputy to consent on their behalf to the Pupil receiving emergency medical treatment by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

Section F – Educational Matters

39. **Provision of Education:** The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The School cannot guarantee that the Pupil will achieve their desired examination results or that results will be sufficient to gain entry to other educational establishments.
40. **Organisation of the Curriculum:** the School reserves the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. The School will endeavour to inform the Parents of changes and the reasons for them as soon as possible. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's Form or Class Teacher, Head of Clan or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.
41. **Progress Reports:** The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of Parents' Meetings and the issue of grades and full written reports.
42. **Sex Education:** The Pupil will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal Notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.
43. **Public Examinations:** The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil for a public examination if, in the exercise of their professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from their teachers.
44. **Reports and References:** Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
45. **Learning Difficulties and Additional Support Needs:** The School shall do all that is reasonable to identify and respond appropriately to a learning difficulty or additional support need, but it is not the responsibility of the School to diagnose any condition. Available screening tests are indicative only, neither are they infallible, and School staff are not qualified to make diagnoses of learning difficulties or additional support needs. Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty or additional support need whereupon a formal assessment can be arranged by the Parents themselves. We expect you to engage with the School in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments.
46. **Information about Learning Difficulties and Additional Support Needs:** The Parents must notify the School when completing the School's Confidential Information form and subsequently in writing if they are aware or suspect that the Pupil has a learning difficulty or any additional support needs and the Parents must provide the School with copies of all written reports and other relevant information. The School will comply with its duties to make reasonable adjustments under the Equality Act 2010, but the Parents will be asked to withdraw the Pupil, without being charged Fees in Lieu of Notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for the Pupil's needs, after reasonable adjustments are made. Where the Pupil requires support that does not amount to a reasonable adjustment, the School reserves the right to charge for that support if the Parents wish the Pupil to remain a pupil at the School.
47. **Moving up the School:** It is assumed that if the Pupil satisfies the relevant criteria at the time they will progress through the School and will ultimately complete S6. The Parents will be consulted before the end of the Spring Term if there appears to be any reason why the Pupil may be refused a place at the next stage of the School for the following academic year. The Parents must give One Full Term's Written Notice (i.e. before the first teaching day of the Summer Term) in accordance with the provisions about Notice (see Section H) if they do not intend the Pupil to proceed to the next stage of the School, or One Full Term's Fees in Lieu of Notice will be payable.

48. **School's Intellectual Property:** Where the Pupil, in conjunction with another pupil or member of staff, creates anything including a work, a design, an invention, a database, a trade mark or goodwill in respect of which any intellectual property including copyright, design rights, patents, database right or the right to sue for passing off (Intellectual Property Rights) exist, the School reserves all its Intellectual Property Rights in respect of this matter.
49. **The Pupil's Work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating and/or to comply with the requirements of external examination bodies. The School will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head and staff.
50. **Educational Trips and Visits:** A variety of educational trips and visits will be provided for the Pupil. By signing the Acceptance Form which agrees to be bound by these Terms and Conditions the Parents consent to the Pupil taking part in any educational trip or visit. Educational trips and visits which:
- require overseas travel; or
 - involve an overnight stay; or
 - occur during a weekend or School vacation (other than routine sporting fixtures); or
 - involve some element of high risk or adventure activity
- will be subject to a separate agreement. The cost of such a trip or visit will be payable in advance and will include a non-refundable deposit. The Pupil shall be subject to School discipline in all respects whilst engaged in an educational trip or visit. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be charged to the Parent's billing account. The School reserves the right to prevent the Pupil from taking part in an educational visit where the School has reasonable grounds to believe there are safeguarding concerns in relation to the Pupil. The School also reserves the right to prevent the Pupil from taking part in an educational visit while overdue Fees remain unpaid.

Section G – Behaviour and Discipline

51. **School Rules and Policies:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue. The Pupil Code of Conduct which applies is sent out with the Offer of a Place. The Pupil Code of Conduct is also set out in the Pupil Handbook and other documents published from time to time. The Parents are requested to read these documents carefully with the Pupil before they accept the Offer of a Place.
52. **Conduct and Attendance:** the School attaches importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Pupil will take a full part in the activities of the School, will attend School each day, will be punctual, will work hard, will be well-behaved and will comply with the Pupil Code of Conduct including in relation to their general appearance and the wearing of uniform.
53. **School Discipline:** The Parents accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventive action necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's Disciplinary Policy which is current at the time applies to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.
54. **Investigative Action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and their belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by the Parents or legal guardian or education guardian or a teacher of the Pupil's choice.
55. **Procedural Fairness:** Investigation of a complaint which could lead to the Expulsion or Removal of the Pupil in any of the circumstances explained in clauses 60 and 61 shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or legal guardian or education guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of the Parents or legal guardian or education guardian, the Pupil will be assisted by an adult (usually a teacher) of their choice.

56. **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the School has acquired during an investigation.
57. **Drugs and Alcohol:** The Pupil may be given the opportunity to provide a urine, hair or other sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School rules or policy. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.
58. **Terminology:** The definitions in this clause apply in these Terms and Conditions:
- a. **Suspension:** means that the Pupil is sent home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or pending the outcome of a Complaints Appeal Panel.
 - b. **Withdrawal:** has the meaning set out in clause 67.
 - c. **Expulsion:** means that the Pupil is required to leave the School permanently in the circumstances described in clause 60.
 - d. **Removal:** means that the permanent removal of the Pupil from the School is required in circumstances described in clause 61.
59. **Sanctions:** The School's current policies on sanctions are available to the Parents on request before they accept the Offer of a Place. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, Suspension, or alternatively Removal or Expulsion.
60. **Expulsion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil's conduct or behaviour (including conduct or behaviour outside school) has seriously and/or persistently breached the Pupil Code of Conduct and/or that the exclusion is in the best interests of other pupils and/or the School. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and the Parents as well as those of the School.
61. **Removal:** The Parents may be required to remove the Pupil permanently from the School if, after consultation with the Parents and if appropriate the Pupil, the Head is of the reasonable opinion that because of:
- a. the Pupil's unreasonable conduct or behaviour; and/or
 - b. the adverse effect of the Pupil's conduct or behaviour on their progress, or that of others; and/or
 - c. the adverse effect of the Pupil's conduct or behaviour on the wellbeing of School staff; and/or
 - d. the disrepute that the Pupil's conduct or behaviour has brought (or is likely to bring) the School into; and/or
 - e. the Pupil's unsatisfactory attendance or progress; and/or
 - f. the Parents' unreasonable treatment of the School or members of its staff;
- the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School and, therefore, that it is either in the best interests of the Pupil and/or those of other pupils and/or the School that the Pupil no longer remains a member of the School. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and the Parents as well as those of the School.
62. **Appeal Following Expulsion or Removal:** The Parents may appeal the Head's decision to Expel or require the Removal of the Pupil from the School (but not a decision to suspend the Pupil unless the suspension is for 11 school days or more, or would prevent the Pupil taking a public examination). The Parents will be given a copy of the Complaints Policy current at the time and any request to appeal a decision must be made in accordance with the Policy and the timeframes set out in the Policy. The appeal will be carried out in accordance with the Policy. Until the appeal process is complete the Pupil will be suspended from School. While suspended, the Pupil shall remain away from the School and will have no right to enter the School premises during that time without written permission from the Head.
63. **Fees Following Expulsion or Removal:** If the Pupil is Expelled or Removed in the circumstances described in clauses 60 and 61 respectively, there will be no refund of Fees for the current or past Terms, but the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School. Fees in Lieu of Notice will not be charged but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sum due to the School will be payable.
64. **Leaving Status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion or Removal.

65. **Complaints:** A complaint about any other matter of School policy or administration must also be made in accordance with the School's Complaints Policy, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response as set out in the Policy.

Section H – Provisions About Notice (see also Sections F and G)

66. **Term:** a term is one of three periods into which the school year is divided. The three terms are named Autumn, Spring and Summer and the start and end dates applicable for any given term in each academic year are published in the 'Term Dates', a copy of which is available on the School website or on request.
67. **Withdrawal:** means the withdrawal of the Pupil (P1 to S6) from the School by the Parents or the Pupil with or without Notice required under these Terms and Conditions at any time after the Pupil has entered the School. See clause 11 for details of when Entry to the School occurs. A request to withdraw the Pupil from the School must be given by all who hold parental responsibility and must be addressed to and received by the Head, the Bursar or the Admissions Department. The Parents should contact the School if no acknowledgement is received from the School within seven days of submitting the request to withdraw. If the Pupil (P1 to S6) is withdrawn on less than One Full Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 81, Fees in Lieu of Notice will be due and payable as a debt immediately as set out in clause 69. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees. The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parents. To withdraw a pupil from the Nursery four weeks' Notice of withdrawal must be provided in writing. If the Nursery Pupil is withdrawn on less than four weeks' Written Notice, Fees in Lieu of Notice will be due and payable as a debt immediately.
68. **One Full Term's Written Notice:** refers to a Withdrawal request received before the first teaching day of the Term prior to leaving. Notice should be clearly stated as being either definite (where the need to leave is already certain), or provisional (where the reason for leaving is not yet certain but withdrawal is being requested at that time in order to avoid Fees in Lieu of Notice). Provisional Notice of Withdrawal may be rescinded by all who hold parental responsibility and must be addressed to and received by the Head, the Bursar or the Admissions Department.
69. **Fees in Lieu of Notice:** in all circumstances, other than when the Pupil leaves at the end of S6, if the Parents have not given One Full Term's Written Notice, Fees in Lieu of Notice will be due. This includes following the S4 or S5 year, where the School reserves the right to charge Fees in Lieu of Notice for a Pupil who does not return for the following academic year after their public examinations even if they have achieved the required grades. Fees in Lieu of Notice are fees payable in full at the rate applicable for the next term following withdrawal. One Full Term's Fees in Lieu of Notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
70. **Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the date on which the Pupil was due to have entered the School. See clause 11 for details of when entry to the School occurs.
71. **Cancellation Rights:** If the Offer of a Place and its acceptance are both made entirely at distance by means of post or electronic communication without either Parent meeting in person with a member of the School staff during the contractual process, the Parents may cancel this agreement at any time within 14 days of the date on the signed Acceptance Form. In such circumstances the Acceptance Deposit and the Additional Deposit, if paid, will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement.
72. **Cancellation of Acceptance:** other than in the circumstances detailed in clause 71, the Cancellation of the place after acceptance and at any stage prior to entry of the Pupil, will lead to the loss of the Acceptance Deposit and the Additional Deposit, where paid. Cases of serious illness or genuine hardship may receive special consideration on request.
73. **Extra Tuition:** One Full Term's Written Notice is required to discontinue any Extra Tuition that may have been arranged. In the event that One Full Term's Written Notice is not received then One Full Term's Fees for the extra tuition will be immediately payable in lieu as a debt.
74. **Termination by the School:** The School may terminate this agreement on One Full Term's Written Notice in writing. The School shall not terminate this agreement without good cause and full consultation with the Parents

and also the Pupil (if of sufficient maturity and understanding). The Additional Deposit, if paid, will be refunded without interest less any outstanding balance of Fees. The School may terminate this agreement immediately without any obligation to return any deposit or Fees where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School or where you make a serious misrepresentation of facts or circumstances to us, or you withhold important information from us, about you and/or your child or that is relevant to the provision of educational services by the School to your child (such as any information about your child's health, medical conditions, additional support needs, disability or allergies).

Section I – School Fees

75. **School Fees:** may include, alone or in combination, any of the following:

- a. the Registration Fee;
- b. the Acceptance Deposit;
- c. the Additional Deposit;
- d. tuition fees (allocated 40% Autumn Term, 35% Spring Term and 25% Summer Term);
- e. Nursery fees;
- f. fees for extra tuition;
- g. Lower School lunches;
- h. After School Club fees;
- i. Holiday Club fees;
- j. other extras such as clothing and equipment, or UCAS fees, or photographs and other items ordered by the Parents or the Pupil;
- k. charges arising in respect of educational trips or visits;
- l. damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded);
- m. bank charges arising from default in School Fees payment; and
- n. late payment charges if incurred.

All school fees as published are, and have always been, shown exclusive of Value Added Tax (VAT). Any VAT due on school fees, at the time the supply takes place for VAT purposes, will be charged in addition to the fees published at the appropriate rate. Should VAT be due at any point in future on any school fees already paid, the School expressly reserves the right to charge VAT at the appropriate rate in addition to the amounts already received.

76. **Payment of School Fees:** The Parents jointly and severally agree to pay all applicable fees directly to the School. The options for payment are detailed in the Methods of Payment Policy. Any exception to this must be agreed separately between the Parents and the School. The invoice for fees will be raised in advance of the start of the academic year. The full year fee can either be paid by bank transfer before the start of the academic year or collected in instalments across the year via direct debit. A direct debit mandate form must be completed by the Parents for each Pupil. Parents will be notified in advance of the date and the monetary amount of direct debit collections. Payment for trips and any other additional costs will be collected via direct debit. For further detail refer to the Trips Policy. Payment terms will stand even if an invoiced amount is under query.

77. **Nursery:** fees for Nursery are billed for periods of 4 weeks. These must be settled within 14 days and paid by bank transfer. Extra Nursery sessions will be charged at the term time rate and added to the Parents' next invoice. After the request has been made, Extra Nursery sessions are non-refundable. Payment terms will stand even if an invoiced amount is under query.

78. **Composition Schemes:** An arrangement under which a lump sum advance payment of School Fees is made by or on behalf of the Parents will normally be the subject of a separate agreement.

79. **Indemnity:** If the School is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.

80. **Refund or Waiver:** Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund or reduction of School Fees, these will not be refunded, reduced or waived if:

- a. the Pupil is absent through illness; or
- b. a Term is shortened or a vacation extended; or
- c. the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or
- d. the Pupil is suspended from School; or
- e. the School is temporarily closed due to adverse weather conditions; or
- f. for any other reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

81. **Exclusion for Non-payment:** The School reserves the right to exclude the Pupil on three days' written Notice if School Fees are overdue for payment. If the Pupil is excluded for a period of 28 days, they will be deemed Withdrawn without Notice and One Full Term's Fees in Lieu of Notice will be payable in accordance with Section H. Exclusion in these circumstances is not a disciplinary matter and the right of appeal will not normally arise. The School may withhold any information, character references or property while School Fees remain overdue, but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil.
82. **Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on School Fees which are unpaid. The rate of interest charged will be at up to 1.5% over Bank of England minimum lending rate from time to time per month, accruing on a daily basis, which represents a genuine pre-estimate of the cost to the School of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees, regardless of the value of the School's claim.
83. **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges may be applied to any unpaid balance of School Fees, as set out in clause 82.
84. **Payment of Fees by a Third Party:** An agreement with a third party to pay the School Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the Bursar. The School reserves the right to refuse a payment from a third party.
85. **Scholarships and Bursaries:** Every scholarship, bursary or other award or concession is a discretionary privilege, subject to annual review, high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and its staff reasonably. The terms on which such awards are offered and accepted will be notified to the Parents at the time of offer. A copy of the School's Bursary Policy is available from the School on request. Part bursaries require full adherence to payment terms.
86. **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than One Full Term's Written Notice of an increase in School Fees they may give to the School written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in Lieu of Notice and the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.
87. **Information about Fees:** The Parents consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any School Fees of this School are unpaid.
88. **Anti-money Laundering and Anti-bribery:** From time to time the School may need to obtain satisfactory evidence such as sight of a passport of the identity of a person who is paying Fees. The parties will comply with the School's Anti Money Laundering and Anti Bribery Policy, a copy of which is available from the School on request.

Section J – Events Beyond the Control of the Parties

89. **Force Majeure:** An event beyond the reasonable control of the School or the Parents is a Force Majeure Event and shall include such circumstances, alone or in combination, as the following:
- acts of God; or
 - war, riot or civil unrest; or
 - compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority); or
 - accident; or
 - fire, flood, storm; or
 - outbreak of epidemic or pandemic of disease; or
 - act of terrorism; or
 - strikes, industrial disputes; or
 - chemical or biological contamination; or
 - failure of utility service or transportation.
90. **Notification:** If an event arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you Notice in writing specifying the nature and extent of the circumstances

giving rise to the event.

91. **Continued Force Majeure:** Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the Force Majeure Event, the School will not be responsible for not performing its obligations which are prevented or delayed by, and during the continuance of, the Force Majeure Event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the Force Majeure Event to provide educational services (including by providing appropriate educational services remotely).
92. **Termination:** If the School is wholly and completely prevented from performing all of its obligations as a result of a Force Majeure Event (and is unable to provide educational services remotely) for a continuous period of more than six 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 end this contract on Written Notice to the School and without giving One Full Term's Written Notice or paying Fees in Lieu of Notice.

Section K – General Matters

93. **Data Protection:** 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, consent as far as is required under data protection law to the processing by the School of such personal information as is deemed necessary for the legitimate purposes of the School, including:
 - a. financial information relating to the Parents;
 - b. sensitive personal information relating to the Parents and/or the Pupil.See also the School's Privacy Notice as set out in Schedule 1.
94. **Change:** The School, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the Pupil Code of Conduct, the disciplinary framework and the length of School terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.
95. **Consumer Protection:** Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination, infringe the Consumer Rights Act 2015 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and Conditions affects the Parents' statutory right.
96. **Consultation:** It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and where possible given at least One Full Term's Written Notice of:
 - a. a change of ethos or culture; or
 - b. a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or
 - c. a change of ownership of the School.
97. **Representations:** The School's prospectus and website describe the broad principles on which the School is operated and give an indication of its history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and School. If the Parents wish to place specific reliance on a matter contained in the prospectus, website or on a statement made by a member of staff or a pupil they should seek written confirmation of that matter from the Head.
98. **Information for Parents:** the School provides the parents of prospective pupils with information about the School and the educational services it provides in good faith. This information may be contained in the School's prospectus, its website and other promotional literature or in statements made by staff or pupils during a visit or an Open Event. If the parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed Acceptance Form to the School.
99. **Third party rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
100. **Interpretation:** These Terms and Conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not

otherwise part of these Terms and Conditions.

101. **Jurisdiction:** This contract was made at the School and is governed exclusively by the law of Scotland and the parties submit to the exclusive jurisdiction of the Courts of Scotland.

Albyn School is a registered charity. Charity number: SC008392

Albyn School Limited is a company limited by guarantee. Company number: SC026743

January 2025

Schedule 1 – Albyn School Limited Privacy Notice

1. Who We Are

We are Albyn School Limited. We are a private company limited by guarantee. Our registered number is SC026743 and our registered office is at 2 Marischal Square, Aberdeen, AB10 1DQ. For the purposes of this Privacy Notice, we refer to ourselves as “the School”. The terms “Parent” and “Pupil” are as defined in the Terms and Conditions.

2. Our Responsibility for Data Protection

The School collects personal information of the Parent and the Pupil for it to be able to provide its services to the Parent and/or the Pupil. The School is the “data controller” of this personal information and this Privacy Notice explains what we collect, how we process the personal information and why we require to process it. For more detailed information see our Data Protection Policy. At all times, when processing personal information, we will comply with our obligations as a data controller under applicable law including the Data Protection Act 2018 and the General Data Protection Regulation (EU) 2016/679 (“GDPR”).

3. Our Reasons for Processing Personal Information

The School processes personal information about the Parent and the Pupil for a variety of purposes all relating to the provision (or potential provision) of educational services. Specific examples of how the School processes such personal information and our legal bases for doing so are:

a. To perform our contract with the Parent

The School will require to process personal data in order to perform its contract in place with the Parent relating to the provision of education to the Pupil. This may include processing personal information necessary to receive payment of fees and/or pursue payment of fees where necessary. We may also undertake credit checks to verify your identity and where appropriate assess any application for the award of a bursary or for credit in contemplation of an agreement for the deferment of fees. Failure to supply information may result in a refusal of an award or credit or in certain cases, may result in the School not being able to accept the Pupil;

b. Where this is necessary for the School’s Legitimate Interests

- i. to review the Pupil’s application to attend the School and where appropriate, for registration and admission purposes;
- ii. to provide education services to the Pupil, including but not limited to co-curricular activities, partaking in national or other assessments, disciplinary action and provision of advice and assistance in relation to future career options;
- iii. in order to safeguard and promote the welfare of the Pupil;
- iv. to promote the objects and interests of the School;
- v. to facilitate the efficient operation of the School;
- vi. to publish public examination results or other achievements of Pupils of the School;
- vii. for the purposes of providing the relevant authoritative bodies with the information required to monitor the School’s performance and to intervene or assist with incidents when applicable;
- viii. to facilitate the cooperation with any other school or external complaints, disciplinary or investigation process;
- ix. to ensure the security of the Pupil population, including the use of CCTV;
- x. to provide references to potential future employers;
- xi. to keep in touch with alumni of the School for fundraising and other purposes related to the running of the School;
- xii. to enforce our legal rights.

c. Where we have Parental consent or the consent of the Pupil (if 12 or over)

- i. using photographic images of the Pupil within the School’s publications, on the School’s website and on the School’s social media channels for the purpose of promoting the School. For more information regarding our use of photographic images of Pupils see clause 29 of the Terms and Conditions;
- ii. where we require to process Special Category Personal Data (see section 5) in order to protect the welfare of the Pupil or that of another person or ensure that the Pupil’s educational or other needs are met.

d. Where we require to process personal information of the Parent and/or Pupil to comply with law

- i. to comply with a court order or any other legal obligation, for example, the School’s Nursery and After School Club have a legal obligation to comply with the regulations stipulated by the Care Inspectorate;

e. Where we require to process personal information to protect vital interests

- i. this may include sharing health information about the Pupil to health professionals for the purposes of protecting the vital interests of the Pupil and where the Parent and/or the Pupil (if 12 or over) is unable to provide consent;
- ii. it could also include passing information to e.g. the Police if necessary to protect the vital interest of the Pupil or another person;

f. Where processing is necessary for the establishment, exercise or defence of legal claims

- i. this may include processing of Special Category Personal Data where necessary to establish, exercise or defend legal claims.

4. Types of Personal Information Processed

The School may process different types of personal information about the Parent and/or the Pupil for the purposes set out in 3 above. That information may include:

- i. personal details of the Parent and of the Pupil such as home address, contact telephone numbers, date of birth and next of kin;
- ii. the Pupil's current school details;
- iii. information concerning the Pupil's performance at School, or at a past educational establishment including progress and development observations, "All About Me" records (Nursery), discipline records, restraint records, school reports on educational and academic progress, learning journals, learning support records, assessment data, "Pupils Deserving Praise" logs, public examination records and examination reports;
- iv. participation information including class registers and registers used for sports teams, societies and recording of Pupil activities;
- v. health and safety information including accident records and incident records;
- vi. child protection files including chronologies, care plans and multi-agency consent forms;
- vii. references given or received by the School about Pupils and relevant information provided by previous educational establishments;
- viii. personnel files, including in connection with academics, employment and safeguarding;
- ix. correspondence with and concerning Pupils and Parents past and present as well as their personal information including details of their professions;
- x. financial information including information about the payment of fees at this School or any other school;
- xi. images of Pupils engaging in the School curriculum; and
- xii. images captured by the School's CCTV system.

5. Special Category Personal Data

The School may also process Special Category Personal Data about the Pupil. "Special Category Personal Data" includes details relating to protected characteristics including but not limited to race or ethnicity, religious or philosophical beliefs, gender, sexual orientation, political opinions, trade union membership, information about health, and genetic and biometric data. An example of Special Category Personal Data that we process would be medical records, reports from external professionals and information about a Pupil, including details of any illnesses, allergies, required administration of medication or other medical conditions suffered by the Pupil. We will only process Special Category Personal Data about the Parent or the Pupil for the following reasons:

- i. we have been provided with appropriate consent to do so; or
- ii. to take appropriate action in the event of an emergency, incident or accident, including by disclosing details of a Pupil's medical condition or other relevant information where it is in the Pupil's or another person's vital interests to do so and you or the Pupil (if 12 or over) is physically or legally incapable of giving consent.

6. Access to Parents and/or the Pupils Personal Information

Where in the professional opinion of the Head it is deemed necessary, we may share personal information with certain third parties. As outlined in the Data Protection Policy, the School will share a proportionate amount of data with the following:

- i. professional advisors (e.g. lawyers, insurers and accountants);
- ii. governmental organisations (e.g. HMRC, Education Scotland, Care Inspectorate, Care Commission, Scottish Social Services Council, Police or the Local Authority);
- iii. regulatory bodies (e.g. His Majesty's Inspector of Education, the Office of the Scottish Charity Regulator or the Information Commissioner);
- iv. education associations (e.g. the Scottish Council for Independent Schools);
- v. examination boards; and
- vi. companies who provide services to the School.

The School is under duties imposed by law and statutory guidance (including Getting It Right For Every Child) to record or report incidents and concerns that arise or are reported to it, if they meet a certain threshold of seriousness in their nature or regularity. This is likely to include file notes on staff or child protection files, and in some cases referrals to relevant authorities such as the Police. Some of the School's processing activity is carried out on its behalf by third parties, including but not limited to IT systems, web developers, cloud storage providers, mailing houses and other suppliers. This is subject to contractual assurances that personal data will be kept securely and only in accordance with the School's specific directions.

7. Security of Personal Information

We have put in place appropriate security measures to prevent the Parent and the Pupil's personal information from being accidentally lost, used or accessed in an unauthorised way, altered or disclosed. This personal information is largely held electronically on the School's information management system or manually in indexed filing systems. In addition, we limit access to your personal information to those employees, agents, contractors and other third parties who have a business need to know. They will only process Parent and Pupil's personal information on our instructions and they are subject to a duty of confidentiality. We have put in place procedures to deal with any suspected personal data breach and will notify you and any applicable regulator of a breach where we are legally required to do so.

8. Where Your Personal Information is Held

We hold the personal information that we process about the Parent and the Pupil largely in the UK. It is not usually necessary for data to be shared with organisations outside of the UK. There are three exceptions to this:

- i. Those Parents who have Pupils following the French School (hybrid) curriculum will have educational attainment and related personal data released to the French governmental authorities periodically and may have financial information passed through to the HR Department at TotalEnergies;
- ii. Secondly, a Pupil may be involved in international trips that the School organises. In the latter circumstance, the Parent and/or Pupil will be contacted for their consent to share information with overseas organisations and that will be limited in time and content; and
- iii. Thirdly, we have some Pupils who attend Albyn School whose principal residence is overseas and we may need to liaise with organisations in those countries. We will inform Parents concerned of what data we are sharing or receiving in those circumstances.

In the event that we transfer personal information outside the European Economic Area (EEA), we will ensure that this is done in accordance with the legal requirement of there being a similar degree of protection afforded to this information by putting in place appropriate measures. Contact the School if you want further information on the specific mechanism used when transferring the Parent or the Pupil's personal information outside the EEA.

9. Retention of personal information

The retention period for all types of data is outlined in the School's Data Protection Policy. Pupil data will be retained until the Pupil reaches the age of 25 or as modified by any other legal obligation the School finds itself under.

10. Alumni and Friends of the School

The School will use the contact information of alumni, Parents and others associated with the School in order to provide persons with updates about the activities of the School and alumni and Parent events of interest. This will be via email, newsletter, social media or by post. The School may also contact Parents and alumni in order to promote and raise funds for the School and, where appropriate, other worthy causes that the School is associated with. Legitimate interest will be assumed unless or until the School is advised that the individual no longer wishes to be contacted.

11. Your Rights

Under certain circumstances, the Parents/Pupils have the following rights under data protection laws in relation to their personal information:

- i. **Access:** Parents and Pupils have the right to ask for a copy of the information held by the School in its records to check that it is lawfully processing this information (a Subject Access Request);
- ii. **Correction:** If Parents and/or Pupils become aware of any incorrect or incomplete information held by the School about the Parent or the Pupil, they will have the right to request that this is rectified;
- iii. **Erase:** Parents and/or Pupils have the right to request that information is erased if it is no longer required, Parents and/or Pupils are exercising their right to object to processing or they are withdrawing consent for it to be processed;
- iv. **Objection:** Parents and/or Pupils have the right to object to the School's processing of their personal information where the School is relying on a legitimate interest (or those of a third party) and there is something about the Parent and/or Pupil's particular situation which makes them want to object to processing on this ground. Parents and/or Pupils also have the right to object where the School is processing their personal information for direct marketing purposes;
- v. **Restriction:** Parents and/or Pupils have the right to ask the School to restrict their processing of Parents and/or Pupils personal information, for example, if Parents and/or Pupils want the School to establish its accuracy or the reason for processing it;
- vi. **Portability:** In certain circumstances Parents and/or Pupils have the right to ask the School to provide them with their personal information in a structured, commonly used and machine-readable format to allow Parents and/or Pupils (or the School on their behalf) to transmit this information to another party;
- vii. **Right to withdraw consent:** Parents and/or Pupils have the right to withdraw their consent to data processing at any time. However, this will only apply to information for which Parents and/or Pupils have given particular consent. If the School is unable to gather and process certain types of information, the School may be unable to maintain its contractual relationship with the Parents.

12. Accuracy of Personal Information

We will obtain the data the School requires from Parents and Pupils directly. Should we need data from other sources we will contact Parents and/or Pupils within a month of seeking to do so. There is no automated decision making or profiling involved in this data stream into and through the School. It is important to the School that the personal information that we hold about the Parent and the Pupil is accurate and current. The School endeavours to periodically check a range of personal details that we hold on families who have Pupils at the School. For example, there are annual checks on contact details and health related information that we hold on Pupils. Keep the School informed if personal information of Parents and/or Pupils changes during your relationship with the School. Parents and Pupils can check and alert the School to amend the personal information that we hold on our School database via the online School Portal.

13. Queries and Complaints

Albyn School's Bursar (admin@albynschool.co.uk or 01224 322408) is responsible for overseeing questions in relation to this Privacy Notice. If Parents and/or Pupils have any questions about this Privacy Notice the Bursar will be happy to deal with any requests or concerns. Parents and/or Pupils can also find guidance on the ICO (Information Commissioner's Office) website (www.ico.org.uk). The ICO is the UK supervisory authority for data protection issues to whom Parents and/or Pupils have the right to lodge complaints at any time. The ICO helpline is 0303 123 1113. We would, however, appreciate the chance to deal with Parent and/or Pupil concerns before the ICO is approached, so please contact the School in the first instance.

Schedule 2 – Summary of Clauses Containing Financial Consequences

Event	Clause
Offer of a Place and Acceptance Deposit	12
Additional Deposit	14
Fees following Expulsion or Removal	63
Fees in Lieu of Notice	69
Cancellation Rights	71
Cancellation of Acceptance	72
Refund or Waiver	80
Exclusion for Non-payment	81
Late Payment	82