



**Parent Terms and Conditions**  
**Admissions Contract**  
**October 2022**

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Melissa McBride	CEO
Dan Turner	

## Parent Terms and Conditions

### SUMMARY

Welcome to Sophia High School,

We are delighted to welcome your family to our online education community. To maintain the high standard of education you and your child deserve, we have a simple set of terms and conditions set out in this document (the “Terms”) that, together with Sophia High School’s policies referred to in these Terms (“Policies”) form the agreement between you and Sophia High School (the “Agreement”) for your child’s attendance at Sophia High School.

Sophia High School will provide copies of all relevant Policies to you before you accept these Terms. If these Terms conflict with the Policies, the Policies will take precedence. Please read these Terms and the Policies carefully before accepting your child’s place to ensure that you and your child are happy with them. You can accept your child’s place by electronically signing the Agreement provided to you.

This is a summary of the key points in the Terms. It does not replace them, so you will still need to read them carefully:

#### **Services:**

#### **Cooling off period:**

You can end this Agreement by emailing [admissions@sophiahigh.school](mailto:admissions@sophiahigh.school) within 14 days of the Start Date and receive a refund unless you or the pupil accesses the Website and uses the *Services* during the cooling off period.

Sophia High School cannot guarantee desired examination results or that taking certain courses will always enable the pupil to continue to a specific course or qualification. You and your child must research which courses and qualifications are best suited to their future aims. If your child wishes to take examinations, you must register them with an examination centre and pay any fee to them directly.

### **Minimum Term:**

You are committed to payment of the fees at Sophia High School for each half term. Parents have the option, when joining, of choosing the fee structure that best suits their requirements. Parents may choose to pay half termly, termly or annually with a sliding scale fee discount applied to parents who undertake a longer term commitment.

Term fees are due in advance and the Agreement will automatically renew for another full half term if you do not cancel it in accordance with these Terms.

Parents who provide notice, but wish to request early termination of their long term fee commitment must confirm their request to withdraw their child from Sophia High School to [admissions@sophiahigh.school](mailto:admissions@sophiahigh.school)

Sophia High School reserves the right to consider the impact of each request independently in view of any decisions made regarding the feasibility of offering a pro rata return of unused paid term fees, subject to the return of the discounted rate applied and administration fee of £250 for early termination of the agreement.

### **Policies**

You and the pupil must comply with the Policies. If you and/or the pupil do/does not comply then Sophia High School may terminate the Agreement. If Sophia High School makes any changes to the Policies, it will notify you in writing.

If you do not wish to accept the changes to the Policies because you think they will have a negative impact on you or the pupil, you may choose to end this Agreement by emailing [admissions@sophiahigh.school](mailto:admissions@sophiahigh.school) before the changes take effect without penalty. Any prepaid fees will be refunded by Sophia High School within 30 days of receipt of your withdrawal email.

## **INTRODUCTION**

This Agreement is legally binding on both Sophia High School, a subsidiary of Sophia Technologies Ltd, a company registered in England and Wales with company number 11541298 whose registered office is at 64-66 Wingate Square, London SW4 0AF.

("Sophia High School") and the person named on this agreement (" you") as the parent, carer or guardian of the child who will take up the place at Sophia High School named on the registration form (the "pupil"). Where these terms talk about a notice or document being in writing this includes email.

You promise that any information that you provide to Sophia High School will be accurate to the best of your knowledge.

## **The Agreement and Definitions**

1.1 We agree to sell, and you agree to buy the Course on the terms and conditions set out below.

1.2 "Course" means the course for which your child is enrolled including all related learning materials, live online classes.

1.3 The "Period" of the Course is the time over which the course is provided. This depends on which course your child is. The maximum Period for Primary or Secondary courses is one year.

### **Description of Services**

Sophia High School will provide online educational provision, using reasonable care and skill, via the Sophia High School website at <https://www.sophiahigh.school/> (the "Website") in the form of courses covering the curriculum leading to a formal examination and qualification in certain subjects and courses in some subjects which do not lead to a qualification ("Courses") consisting of live online lessons, other online materials and interactive content which is accessed via the Website (the "Services").

The Services will be of satisfactory quality and fit for the purpose of providing online academic education for children attending lessons in Years 1 to 9.

Sophia High School cannot guarantee that a pupil will achieve his or her desired examination results or that any examination results will be sufficient to gain entry to other educational establishments. You and the pupil are responsible for researching which courses and qualifications are most appropriate to achieve the pupil's personal goals, for example progression to certain 11+ school settings, post-16 academic courses or admission to a particular university course. All results will depend on the effort the pupil makes to complete work and attend online lessons.

Sophia High School can help you find an examination centre, but you are responsible for registering the pupil with your chosen examination centre and paying any related fees.

### **Parents' Agreement**

Parents agree to support their children with their learning at Sophia High School by

- Arranging the initial Virtual School live lesson set up with Teachers and being present throughout until the child is confident to access live lessons on their own;
- Going over with their child the enrolment, class overview and assignment information shared by the School and the child's teacher and ensuring that the child takes part in our onboarding student induction programme.
- Logging immediately into the Sophia High School learning management system, powered by Google for Education, as an Observer of their child's progress through the course.
- Agreeing a daily timetable to which their child can work and which will enable him/her to attend live lessons and meet assignment submission dates; where a live lesson might be missed, ensuring the student reviews recorded sessions and submits assignments / homework on time.
- Spending an appropriate amount of time discussing progress with their child. "Appropriate" will naturally vary with the child's progress and learning ability;
- Seeking help from their child's teacher, Assistant Head or Director of Education when needed;
- For children enrolled for Primary (Reception /KS1/ KS2) courses, they will support their child with their learning activities and studies, except where the child is engaged in an activity that does not require parental support, such as watching a

video, live lesson interaction or answering an assignment or quiz.

### **Complaints**

If you are unhappy with the Services, please get in touch with our team at [admissions@sophiahigh.school](mailto:admissions@sophiahigh.school) so that we can discuss your concern and work together to find a solution. Our complaints policy is available upon request.

### **Term and Fees**

The Agreement between you and Sophia High School will start when Sophia High School provides you with login details for the pupil (the “Start Date”). Teaching dates for each 5, 6 or 7 week period (“half term”) are as set out on the Website and will change for each 12 month period starting on 1 September and ending on 31 August (the “academic year”).

Terms and Fees are dependent on the contract and fee payment structure opted into at the time of the agreement.

The Agreement will renew at the start of paid term, based on the fee schedule selected, until the end of the pupil’s current key stage unless cancelled in accordance with the paragraph headed, “Termination” below.

Fees are set out on the Website, or otherwise communicated to you in writing before you enter into the Agreement. Fees are charged termly and are due no later than the first day of term or commencement of your attendance at Sophia High School.

Sophia High School will fix fees for the duration of the academic year unless circumstances outside its control mean that fees need to be increased. Sophia High School will give you at least 30 days’ notice of any increase and the reasons for the increase.

If you do not wish to accept an increase in fees you can give Sophia High School notice that you want to terminate this Agreement by emailing [admissions@sophiahigh.school](mailto:admissions@sophiahigh.school) and termination will take effect on the day that the fee increase is due to take place. Any prepaid fees for the remaining period of the Agreement will be refunded.

### **Cooling off period**

You may terminate this Agreement within 14 days of the Start Date and receive a refund of any term fees you have paid to Sophia High School by sending an email to [admissions@sophiahigh.school](mailto:admissions@sophiahigh.school)

[The registration fee is non-refundable.](#)

You will lose this right to cancel if you or the pupil access the Website and use the Service.

### **Deposits**

A deposit of £1000 is required to accept the offer of a place at Sophia High School, within 7 days of the date of the offer and received prior to the Start Date.

The deposit will be refunded on the earlier of completion of the pupil's Courses or termination of this Agreement after all outstanding fees are deducted and provided the required notice for early termination is given. If you fail to make a payment on time Sophia High School may use your deposit to settle outstanding fees.

### **Payment**

Payment is required in advance of the first day of term by a debit or credit card using Stripe, our continuous payment authority with payments to be collected on or after the first day or month in advance.

Sophia High School will provide you with written details of the amount of each payment via emailed invoice. Sophia High School will also let you know if a payment fails or if your payment authority is cancelled or suspended for any reason.

In the event of a payment failure Sophia High School may make a charge of £15+VAT per payment to cover its administration costs.

In the event of non-payment, after 7 days Sophia High School may exclude the pupil from

accessing the Website until payment has been made. If non-payment continues for a period of 14 days, Sophia High School may exclude the pupil and terminate this Agreement by giving you written notice.

All students are provided with a timetable at the start of each half term. Sophia High School reserves the right to amend the timetable if this is necessary for operational reasons beyond its reasonable control and will give at least 30 days' notice of any changes. If the pupil is unable to continue with his or her studies due to a timetable change made by Sophia High School you will be entitled to end this Agreement and receive a refund of any prepaid fees.

### Termination

#### Termly / Annual Fee Payers

You can terminate this Agreement by giving the school at least **30 days of written notice, excluding any school holiday period**, of your intention to withdraw your child from the School for families.

#### Half Termly Fee Payers

At least half a term's notice is required for families who join on a short term basis. This means for Half Term Fee Payers, the last day notice can be provided for the preceding academic term, is **the end of the last teaching day of any half term**, during the contract term.

If you withdraw the pupil part way through any half term, fees will be owed up to the end of the half term. Sophia High reserves the right to discuss and consider early termination requests on an individual basis.

If you want to terminate the Agreement you must send Sophia High School a notice via email to [admissions@sophiahigh.school](mailto:admissions@sophiahigh.school)

Either you or Sophia High School may terminate this Agreement by giving written notice if the other party (including the pupil) has not complied with its terms (including the Policies) and does not correct this within a reasonable period when the party giving notice has asked it in writing to do so. In some cases, it will not be possible to correct a failure to comply and in those cases the Agreement will be terminated immediately on written notice.

You will still have to pay the fees due for the remainder of the term of commitment if Sophia High School terminates this Agreement because you or the pupil have not complied with its terms (including any Policies). You will have to pay any fees due immediately less any deposit paid.

If you terminate this Agreement because Sophia High School has not complied with its terms (including any Policies) then Sophia High School will immediately refund any prepaid fees to you.

### **School Policies**

To make sure that all pupils fully benefit from the Services and to ensure the safety of all pupils you must comply with the following policies and ensure that the pupil does too: Safeguarding Policy / Acceptable Use Policy and other policies as introduced or amended from time to time.

All content posted on the Website or Services by pupils must comply with the Acceptable use Policy and will be moderated on posting. If it does not comply, it will immediately be removed.

### **Authority of the Director of Education**

You authorise the Director of Education of Sophia High School, or their nominated deputy, to take such action as the Director of Education may reasonably consider as being in the best interests of the pupil on a day-to day basis.

### **Warranties and Limitation of Liability**

Neither party will be liable to the other for any losses which they were not aware were a possible result of breach of the Agreement at the time the parties entered into this Agreement.

1. We warrant that our learning materials will be of good quality.
2. We warrant that we will provide your child with all services with reasonable skill and care.
3. We shall not be liable for injury to anyone or for any damage caused during

practical science experiments performed at home or elsewhere. No harmful or toxic substances are required for any of the practical work, and parents are responsible for ensuring the safety of the environment in which their child is working.

4. We shall not be liable for: (a) losses that were unforeseeable by both parties when this Agreement was made; (b) losses that were not caused by any breach on our part.
5. Our liability for direct losses arising out of our negligence, breach of contract or any other cause of action in connection with this Agreement shall be limited to the total amount that you have paid for the Course.
6. Whilst every effort is made to ensure that all downloadable files are virus free, we cannot be held liable for systems problems due to viruses. We strongly recommend that you install all necessary virus protection software before your child commences their course, and keep it regularly updated.

### **Data Protection**

Sophia High School will process all data which might identify you or the pupil (“personal data”) in accordance with the Data Protection Act 2018 and any legislation which replaces or amends it. Full details of this are set out in our Privacy Policy.

If you have any questions about how Sophia High School handles your data or wish to make any changes to the personal data held please email [admissions@sophiahigh.school](mailto:admissions@sophiahigh.school).

All personal data is processed within the United Kingdom.

### **Copyright**

All course materials are Sophia High School copyright and supplied solely for the use of whoever is taking a course. By applying for a course, you agree that the course material will not be used for any other purposes

### **Force majeure**

Sometimes Sophia High School will be prevented from providing the Website or the Services because of circumstances beyond its reasonable control, for example interruptions to internet services which are outside Sophia High School’s control or if

teachers are unavailable due to widespread illness.

If this happens Sophia High School will do its best to provide recordings of or reschedule any cancelled lessons or provide a reasonable alternative. If Sophia High School is unable to reschedule or replace lessons as described, it will refund you proportionally for the missed lessons.

### **Jurisdiction**

Relevant United Kingdom law will apply to this Agreement and the relevant courts of the United Kingdom will have exclusive jurisdiction over this Agreement.

### **Reverence clause**

If any of the terms of this Agreement are found to be illegal the relevant term will be deleted from this Agreement and the rest of the terms will remain unchanged.

### **Transfer**

Sophia High School may transfer its rights and responsibilities under this Agreement to a third party if the third party will be able to continue to provide the Services and the Website to the same standards as Sophia High School.

Sophia High School will notify you of any transfer in advance unless it is prevented from doing so legally and if there is any significant deterioration in the quality of the Services following the transfer to a third party you will be entitled to end this Agreement and receive a refund of any prepaid fees. You may not transfer your rights and responsibilities under this Agreement to anyone else. This includes allowing anyone other than the named pupil to use the password and username to access the Website.

### **Changes to the Agreement**

Sophia High School may update the Agreement (including the Policies) during the term of this Agreement. If it wishes to make any changes it will notify you in writing of the changes and provide updated versions of these Terms or the Policies at least 30 days before they are due to come into force.

If you reasonably believe that the proposed changes will have a negative impact on you or the pupil you are entitled to terminate this Agreement by emailing

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[admissions@sophiahigh.school](mailto:admissions@sophiahigh.school) and the Agreement will terminate on the date that the changes come into force. Sophia High School will refund any prepayments within 30 days of the end of the Agreement.

CONTRACT OPTION:      Annual Contract:

(Select 1 option)

Termly Contract:

Half Termly Contract:

I \_\_\_\_\_, parent / guardian of \_\_\_\_\_ (child/ren) agree to the above Sophia High School Terms and Conditions as part of my acceptance of my child's offer of a place at the School.

Signed by:

Signed by:

Parent/Guardian name:

Name / Position

Child's name:

On behalf of Sophia High School

Date:

Date:

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<b>Ownership &amp; Consultation</b>	
Document sponsors (role)	CEO / Director of Education
Document authors (name)	Melissa McBride – Director of Education Dan Turner- Executive Director

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