



**Parent Terms and Conditions**  
**Admissions Contract**  
**2023 - 2024**

Created	July 2020
Annual review	Spring Term
Reviewed Date	April 2023
Next Review:	April 2024

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 Signing the contract, 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:**

An **admissions registration fee as advised on the school website** must be paid prior to your child's assessment. This fee is non-refundable and non-transferable. This online school admissions fee covers our standardised assessments in Maths and English plus a 1:1 Virtual Taster Lesson with our Senior Teachers.

To secure your child's place at Sophia High School, an **admission fee** (deposit) is required within 7 days of the offer. If a place is cancelled by the parent after acceptance, but before the child starts school, the deposit is non-refundable

You are committed to payment of the fees at Sophia High School for each term. Parents have the option, when joining, of choosing the fee structure that best suits their requirements. Parents may choose to pay 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 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

## Parent Terms and Conditions

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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 31 Draycott Avenue, London, SW6 4PX, UK..

("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 per year group.

### **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 from Reception to Year 11.

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 signing the agreement 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 waived in the event that parents pay the full academic year term fees or balance of the full spring and summer term fees for January starters.

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.

If a place is cancelled by the parent after acceptance, but before the child starts school, the deposit is non-refundable

### **Payment**

Payment for School Fees 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 prior to the first day of enrollment / start of the term at Sophia High School.

### **Single Subject Courses**

For parents who opt into a single subject at Sophia High School, full fee payment is



required for the academic year or balance of the year if joining post 1st September.

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 and Online Learning platform 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. Sophia High School may also take payment following the 14 day period from the Stripe Account held on file where fees are outstanding.

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.

### **Provisions about Notice: Termination of Contract**

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)

**Term:** means the period between and including the first and last days of the relevant school term.

**Notice:** means (unless the contrary is stated in these Terms and Conditions) a Term's Written Notice given before the first day of Term addressed to and received by School Admissions Team on the Director of Education's behalf. It is expected that the Parents will

consult with the Director of Education before giving Notice to withdraw the Pupil. The Parents should contact the School if no acknowledgement of the Notice is received from the School within Seven days of the date of the Notice.

**Fees in Lieu of Notice:** means Fees in full at the rate applicable for the next Term following termination by the parents on less than one full Term's Notice, or the Pupil is excluded for more than 28 days for non-payment of Fees as set out in this contract. The Parents acknowledge that the requirement to pay one Term's Fees in lieu of Notice is necessary to promote financial stability and to enable the School to plan its staffing and other resources.

**A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term.

**Termination by the Parents:** Except when the Pupil is to leave at the end of the School's academic provision in Year 11 or is in Year 9, if the Parents wish to Withdraw the Pupil or Cancel and terminate this contract at any time or after the expiry of the 14 day cancellation period, they shall do so by:

- Providing at least one Term's Written Notice. If the Parents Cancel providing at least one Term's Written Notice, the school shall return the Acceptance Deposit
- If Parents do not provide one Term's Fees Notice, One Term's Fees in lieu of notice, less the admissions deposit will be payable to the School

**Termination by Parents where the Pupil is in Year 9:** If Parent of Pupils in Year 9 do not wish to continue at the School for the KS4 program at Year 10 and Year 11, notice must be provided to the school no later than the final day of the Spring 1 Half Term as per the published school term days. If notice is not provided by this date, the school will retain the admissions deposit. If one Term's Written Notice is not received by the first day of the Summer Term for Parents of Pupils in Year 9, One Term's Fees in lieu of notice will be owed.

**Other Notice Requirements:** The requirements above shall also apply if following Year 10, the Pupil will not return for the following year in order to complete the 2 year KS4 Academic program.

**Provisional Notice:** is valid only for the Term in which it is given. Provisional notice must be given in writing and received by the Admissions Team on behalf of the Director of Education.

**Cancelling a place offer in the Term before entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry, the Parents may Cancel and terminate this contract by notifying the School in writing at any time before Entry, but they shall pay one Term's Fees at the rate payable for the Term of Entry, less the Admissions Deposit, payable as a debt.

**Prior Consultation:** It is expected that the Parents, or duly authorised education guardian will consult personally with the Director of Education or with the Assistant Head before Notice of Withdrawal is given by the Parents.

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.

**Termination by the School:** The School may terminate this agreement:

- On one Term's notice in writing sent by email. The School will not terminate this agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Admissions Deposit will be refunded without interest less any outstanding balance of Fees; or

- on reasonable notice if in the professional opinion of the Director of Education the School is unable to provide all or a significant proportion of the educational services to the Pupil;

### **Events beyond the control of parties**

**Force majeure:** An event beyond the reasonable control of the School or the Parents is a Force Majeure Event and shall include such events as:

- an act of God, fire, flood, earthquake or other natural disaster
- war, riot, civil unrest, act of terrorism, strikes, industrial disputes
- failure of utility service

Provided always that the inability of either party to pay any amount required under this agreement shall not be a Force Majeure Event

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.

**Notification:** If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party (the Affected Party) shall as soon as reasonably practicable notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues. If a Force Majeure Event continues for a period greater than 90 days from the date of notification, the Affected Party shall notify the other of the steps to be taken to ensure performance of its contractual obligations

**Termination due to Force Majeure:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of the notification may terminate this contact by providing at least three working days' notice in writing to the other party.

### **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**

The School has a privacy notice which explains how the School will use the Parent's and the Pupil's personal data. The privacy notice is published on the School's website. The Parents must read these Privacy notices in full before signing the Parent Terms and Conditions. If the Pupil is going to enter Year 7, or above the Parents must show the Pupil a copy of the privacy notice and discuss it with him or her before accepting the offer of a place.

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

### **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.

**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, in the curriculum, and the composition of classes and the size, in the School rules, procedures and policies, the disciplinary framework, and the length of the 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

### **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.

**Consumer Rights:** 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 consumer rights laws or 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 rights.

**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 each of reading only and are not otherwise part of these Terms and Conditions

**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.

TERMS AND CONDITIONS  
ACCEPTANCE FORM



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:

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

<b>Version control</b>
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Implementation date	September 2020
Reviewed	September 2021
Review	September 2022
Implementation date	January 2023
Review	April 2023
Implementation date	September 2023

Sophia High School Limited is a private limited company.

Registered in England, Company Number: 17265193

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