

Policy / Procedure Cover Sheet

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|------------------------------|------------------------------------|------------------|-------|
| Policy/Procedure | Cancellation policy | | |
| Type | Safeguarding – Cancellation policy | | |
| Applies to project(s) | Watermelon Schools | Policy No | S/011 |
| Created by(owner) | Z Jonah | | |
| Status | Released | | |
| Date | Jan 2026 | | |
| Next review date: | Jan 2027 | | |

Change History

| Version | Description | Date issued | Reason | Approved by |
|---------|-------------|-------------|------------|-------------|
| 1.0 | New policy | 18/07/2024 | New school | ZJ |
| 1.1 | Review | 18/07/2025 | Expired | HL |
| 1.2 | Review | Jan 2026 | Review | HL |
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| Policy Ref No. | Policy Name | Policy Ref No. | Policy Name |
|----------------|--------------------------|----------------|---|
| OP/03 | Anti-Bullying/Harassment | S/01 | Child Protection & Safeguarding |
| OP/06 | Behavior for Learning | S/04 | Preventing Extremism and Radicalisation |
| OP/19 | Exclusion | HS/01 | Health and Safety |
| OP/02 | Admissions | HR/09 | Staff Behaviour (Code of Conduct) |
| S/05 | Whistleblowing | OP/13 | Equality and Diversity |
| OP/14 | Equal Opportunities | OP/10 | Curriculum |

1. Introduction

This policy sets out the contractual and financial arrangements between **Watermelon Schools** ("the School") and Service users/guardians/councils/any other establishments ("service users") regarding the enrolment, withdrawal, and cancellation of a place for a pupil ("the Pupil"). It forms an integral part of the Agreement signed upon acceptance of a place.

2. Definitions

- **"Term"**: refers to the School's academic terms as published in the official calendar.
- **"Term Fees"**: refers to the fees for tuition and compulsory extras for a given Term, as invoiced in advance.
- **"Notice Term"**: The full Term for which notice of withdrawal must be given. Notice must be received **before the first day** of that Term to be effective.

3. Acceptance of a Place & Deposit

3.1. Acceptance of a place is formalised upon the return of a signed Agreement and payment of the Acceptance Deposit.

3.2. The Acceptance Deposit is held as security for the performance of this Agreement and will be retained until the Pupil leaves the School. It is refundable, subject to deduction for any outstanding sums, within 30 days of the final invoice being settled.

4. Cancellation Period (Under Consumer Contracts Regulations)

4.1. Service users have a statutory **14-day "cooling-off" period** from the date of signing the Agreement to cancel without penalty, unless the start date of the place falls within this period.

4.2. If the Pupil is due to start during the cooling-off period, by signing the Agreement, Service users explicitly request that the place commences immediately. In this case, if they later cancel within the 14 days, they will be liable to pay for the period of provision received (pro-rata from the start date to the date of cancellation).

5. Withdrawal by Service users (After the Start of the Agreement)

5.1. **Notice Requirement:** A full Term's written notice is required for the withdrawal of a Pupil. Notice must be given in writing to the Headteacher **before the first day of the Term** in which the Pupil will leave.

* Example: To withdraw at the end of the Summer Term, written notice must be received before the first day of the Summer Term.

5.2. **Fees in Lieu of Notice:** If the required notice is not given, Service users will be liable to pay **Fees in Lieu of Notice**. This is a sum equal to the Term Fees for the Term in which notice should have been given. This charge is made because the School cannot reallocate the reserved place at short notice and must cover its committed costs.

5.3. **Withdrawal at the End of an Academic Year:** Specific notice deadlines for leaving at the end of the academic year (e.g., for GCSE/A-Level leavers) will be specified in the annual fee information letter. Typically, this is before a specific date in the preceding Spring Term.

6. Circumstances Where Fees in Lieu May Not Be Charged

The School, at its sole discretion, may waive Fees in Lieu of Notice in the following exceptional circumstances, upon receipt of supporting evidence:

- Relocation of the family's permanent residence to a location which makes attendance impracticable (minimum distance guideline: 50 miles).
- Medical reasons, certified by a consultant, preventing the Pupil from attending any school.
- Sudden and serious change in the family's financial circumstances, evidenced by documentation, which was unforeseeable at the start of the Agreement.

Any request for waiver must be made in writing to the Bursar.

7. Cancellation/Removal by the School

7.1. The School reserves the right to require the removal of a Pupil, or to terminate this Agreement, for reasons including (but not limited to):

* Persistent failure by Service users to pay fees by the due date.

* Conduct of the Pupil that is, in the reasonable opinion of the Headteacher, prejudicial to the

welfare, reputation, or good order of the School.

* A material breach of the School's policies by Service users or the Pupil.

7.2. In such an event, no refund of fees for the current Term will be made, and the Acceptance Deposit will be forfeited. The School may also invoice for any reasonable costs or losses incurred. Fees in lieu of notice are not applicable in this instance.

8. Early Leavers (During a Term)

8.1. The School does not permit withdrawal during a Term except in the most exceptional circumstances, as determined by the Headteacher.

8.2. If withdrawal mid-Term is exceptionally agreed, **no refund of that Term's fees will be given**. The notice provisions in Section 5 still apply for the following Term(s). Service users remain liable for all unpaid fees and charges.

9. Summary of Financial Liability

| Action | Notice Given? | Financial Liability |
|---|---------------|---|
| Cancellation within statutory cooling-off period (if place has not started) | N/A | Full refund of deposit and any fees paid. |
| Withdrawal with full Term's notice | Yes | Fees for the current Term only. No Fees in Lieu. |
| Withdrawal without full Term's notice | No | Fees for the current Term plus Fees in Lieu of Notice for the next Term. |
| Removal of Pupil by the School | N/A | Fees for the current Term are due in full. Deposit is forfeited. No Fees in Lieu. |

10. General

10.1. The School's decision on the interpretation of this policy is final.

10.2. This policy is subject to English law and jurisdiction.

10.3. The School reserves the right to update this policy, with notice given to Service users.
