



Commissioning Terms and Conditions
Admissions Contract
February 2025

Created	July 2020
Annual review	September 1, 2025
Reviewed Date	February 20, 2025
Melissa McBride	CEO
Dan Turner	Founder

Commissioning Terms and Conditions

SUMMARY

Welcome to Sophia High School's online education services. We are delighted your school has chosen to commission student places with us. To ensure delivery of high-quality education to your students and our community, we have established this set of terms and conditions ("Terms") which, together with Sophia High School's policies ("Policies"), and the standards of the DfE Online Education Accreditation Scheme, constitute the agreement ("Agreement") governing commissioned student places and attendance at Sophia High School.

Sophia High School will provide copies of all relevant Policies before you accept these Terms. If Terms and Policies conflict, Sophia High School Policies prevail. Please read carefully before accepting places to confirm you and your students are satisfied. You can accept places by electronically signing the Agreement we will provide to you for each commissioned place.

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:

Sophia High School will exercise reasonable care and skill delivering online education and alternative provision and materials to commissioned students ("Services"). We cannot guarantee exam results or qualifications. You and students must research fitting qualifications and courses in line with student objectives.

Commissioning School's Duties:

You must ensure students/parents are apprised of and adhere to Sophia High School's policies and online safety guidelines. Sophia High School cannot guarantee desired examination results or that taking certain courses will always enable the student to continue to a specific course or qualification. You and the student must research which courses and qualifications are best suited to their future aims. If the student wishes to take examinations, you must register them within your examination centre or a private examination centre and pay any fee to them directly.

Cooling off period:

You can end this Agreement by emailing admissions@sophiahigh.school within 14 days of the Start Date and receive a refund unless the commissioned student accesses the Website and uses the *Services* during the cooling off period.

Fixed Term Contract:

As a school commissioning student places on a fixed term contract, you agree that the placement is only guaranteed for the period of the contract terms.

For avoidance of doubt this Fixed Term Contract Takes Effect during the period:

03.01.25 - 18.7.25

You undertake payment of Sophia High School fees to cover the Fixed Term Period. Termly Fees are paid upfront as agreed. The Agreement is terminated under this Fixed Term Contract Period and does not automatically renew for subsequent academic years. No guarantee is made of availability of places outside of the contract period.

For termly-commissioned places, fees apply on a per-term basis. Termly places must be commissioned as such with identified start and end dates as per the Fixed Term period. One Full Term's notice is required to withdraw early during the fixed term period with notice required no later than the first day of the preceding term of withdrawal. For example, if a student intends to withdraw at the end of the Spring term, notice must be received no later than the first day of the Spring Term.

Notice Period:

If you provide notice but request early termination of commissioned places, you must email admissions@sophiahigh.school to confirm withdrawal. Refunds will not be made on early termination due to places being held in the class, but students from within the same local authority or partner school may be swapped subject to completion of the admissions process. Any swapped places must be within the same class, unless otherwise agreed due to availability in the school.

Sophia High School reserves the right to assess early termination requests individually regarding the feasibility of prorated unused paid term fee returns, subject to recouping applied discounts and a £250 administration fee.

Policies

You and the student must comply with the Policies made available on the School website at www.sophiahigh.school. If you and/or the student 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 student, you may choose to end this Agreement by emailing admissions@sophiahigh.school before the changes take effect without penalty.

Modifications:

If Sophia High School updates its Policies, it will notify you in writing.

Governing Law:

This Agreement is governed by pertinent United Kingdom law and United Kingdom courts have exclusive jurisdiction.

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 office is at Office 315, The Engine Room, Battersea Power Station, London, SW11 8DZ, United Kingdom and our Partners (YOU) as your Company's official registered office.

("Sophia High School") and the school designated in the contract ("you") acting as the commissioner for the student who will take up the place at Sophia High School ("commissioned students"). Individual students named on the school registration form are referred to as (the "pupil"). Notices must be in writing including email.

You affirm any information provided to Sophia High School is accurate to the best of your knowledge

Key Definitions:

“Agreement” signifies these Terms and the Policies.

“Services” denotes Sophia High School’s online provision, courses, materials, and lessons.

“Website” indicates Sophia High School’s website at <https://www.sophiahigh.school/>.

The Agreement and Definitions

1.1 We agree to provide commissioned students with a full time online alternative provision programme, and you agree to buy the programme on the terms and conditions set out below.

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

1.3 The “Period” of the Programme is the time over which the course is provided. This depends on which course your child is enrolled. The maximum Period for Primary or Secondary courses is one year, renewable annually.

Description of Services:

Sophia High School will exercise reasonable care and skill furnishing online educational Services to commissioned students via our digital education platform. This encompasses curriculum courses, live online lessons, materials, and content and includes student tracking, assessment and school reports.

Services will be satisfactory quality and suitable for academic education from Reception to Year 13 as required by our School and Local Authority partners. Sophia High School has been quality assured by Ofsted and is a DfE Accredited Online School and member of the Independent Schools Association (ISA).

Sophia High School cannot guarantee exam results or qualifications. You must investigate appropriate courses and register commissioned students for exams, discharging any associated fees.

Commissioning Partner Responsibilities:

You agree to support commissioned students by:

- Notifying parents/guardians that student places have been commissioned and obtaining necessary enrollment details and student data transfer to Sophia High School to activate commissioned student accounts.

- Liaising with families and students to arrange the initial discovery session and benchmark assessment set up (whether at school or at home)
- Reviewing enrollment, course expectations, and assignment details furnished by Sophia High School with commissioned students. Ensuring student participation in onboarding induction programming.
- Obtaining logins to monitor commissioned student progress through Sophia High School's learning management system.
- Supporting daily SHS timetables so that commissioned students can attend live lessons and submit assignments on time. Discussing student progress with Sophia High School staff at appropriate intervals, factoring individual student abilities.
- Seeking assistance from commissioned students' teachers, Assistant Heads, or Director of Education as needed.
- Enrol commissioned students for exams and pay related examination fees
- Abide by this Agreement and ensure commissioned students do likewise

Complaints:

Please contact us to discuss any concerns so we can find solutions. Our complaints policy is available via the school website.

Term and Fees:

This Agreement activates when Sophia High School furnishes login particulars to commissioned students ("Start Date"). Instruction is organised in 10-12 week periods ("academic terms") per our Academic Term Dates available on our 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 Commission (Annual or Termly) and fee payment structure opted into at the time of the agreement.

If you withdraw the student part way through any academic year, the school may replace the commissioned place with an alternative student, however annual fees will still be owed up to the end of the next academic term, unless one term's notice has been given. Sophia High reserves the right to discuss and consider early termination requests on an individual basis.

The Agreement will be in force 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 due no later than the first day of term or commencement of the commissioned students attendance at Sophia High School.

Fee Increases

Sophia High School reserves the right to increase fees during the academic year due to cost escalations reasonably outside its control, such as utility rate hikes or teacher pay regulation changes.

Sophia High School will provide you with 30 days' advance written notice stating the reasons for any fee increase that becomes necessary.

If you do not wish to accept a proposed fee increase, you may terminate this Agreement by providing written notice to Sophia High School admissions@sophiahigh.school, without any early termination penalties. Such termination will take effect from the date the fee increase would apply. Sophia High School will refund any prepaid tuition on a prorated basis for the unused portion of commissioned places.

This allows Sophia High School to increase pricing when faced with external cost pressures, while giving fair advance notice and termination rights to commissioning schools unwilling to accept higher tuition fees. The interests of both parties are balanced and reasonable termination aligns incentives.

Sophia High will write to you no later than 1st May of each academic year to advise of changes in school fees for the next academic year. Commissioned places confirmed by 31st May and paid by 1st August of that year will be held at the fee rate for the current academic year.

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 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

[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

Under the terms of this agreement Fixed Term Contracts do not require a deposit. However places beyond the fixed term period are not guaranteed.

Should a provider wish to hold a place in the school beyond the fixed term period a deposit of £1000 is required. Deposits for Termly Commissioned places are due within 7 days of the date of the offer and received prior to the Start Date. The School reserves the right to waive deposits in exceptional circumstances and this will be communicated to you in your formal offer letter.

The deposit is waived for annual commissioned places as payment of the full academic year term fees is due in advance of the start of the academic year.

The deposit for termly commissioned places will be refunded on the earlier of completion of the student'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.

The School provides a 30 day grace period during the initial term of service, upon which notice can be given to terminate the agreement to take effect at the end of that academic term. Beyond this window, the School requires a full terms notice that the fixed contract will no longer continue in order to have the holding deposit refunded in full.

Payment

Payment is required in advance of the first day of term by BACS Direct Payment or Card using Stripe.

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 student 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 student and terminate this Agreement by giving you written notice and process payment via the card details provided on the account via Stripe. In the event of a failed collection of payment, Sophia High School may process a small claims appeal in accordance with UK and local laws of jurisdiction.

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 student 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:

For avoidance of doubt, fixed term commissioned places, will terminate at the end of the fixed term period, unless a holding deposit is in place to provide a guarantee for the place beyond the fixed term period.

Outside of the initial 30 day window for new contracts, where termination can be given at any time, to terminate, you must email Sophia High School admissions@sophiahigh.school giving 1 full term's notice, excluding weekends/holidays, preceding the final intended term.

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 or Terms).

If you want to terminate the Agreement you must send Sophia High School a notice via email to admissions@sophiahigh.school

School Policies and Online Safety:

To make sure that all students fully benefit from the Services and to ensure the safety of all students you must comply with the following policies and ensure that the pupil does too:

Safeguarding Policy / Acceptable Use Policy / Digital Safety / Academic Integrity Policy and other policies as introduced or amended from time to time.

We may moderate student content and constrain access for policy violations.

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

Commissioned Student Numbers and Timetabling:

Sophia High School will make available the commissioned student places per the Agreement. We reserve the right to modify timetables for operational reasons, with 30 days notice.

If commissioned students cannot pursue their studies due to Sophia High School changes, you may terminate the Agreement and obtain a refund of prepaid fees.

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 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 commissioned student personal data under the Data Protection Act 2018 and relevant legislation. See our Privacy Policy for particulars. Email us with any data questions or changes. All data is processed in the UK.

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.

Copyright:

All Sophia High School course materials are copyrighted solely for enrolled student use. By commissioning places, you agree materials will not be used otherwise.

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 make commercially reasonable best efforts to provide recordings of or reschedule any cancelled lessons or provide an alternative.

Jurisdiction:

This Agreement is governed by United Kingdom law. The courts of the United Kingdom have exclusive jurisdiction.

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 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 admissions@sophiahigh.school and the Agreement will terminate on the date that the

changes come into force. No refunds on fees paid will be offered during the notice period..

Complaints

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

Execution:

This Agreement shall be valid upon completion of financial payment for services rendered and applies to commissioned student places contracted herein.

Signed by **Sophia High Limited Ltd.**

Name: Melissa McBride / Director

Signature:

Date: 1 February 2025

Ownership & Consultation	
Document sponsors (role)	CEO / Director of Education
Document authors (name)	Melissa McBride – CEO Dan Turner- Co-Founder

Version control	
Implementation date	September 2020
Reviewed	September 2021
Review	September 2022
Updated	January 2023
Review	August 2023
Updated	November 2023
Updated:	February 2024
Updated	February 2025