



Radnor House
— SEVENOAKS —
celebrating every individual

Terms and Conditions

Radnor House Sevenoaks Terms & Conditions

Introduction

- 1 **These Terms and Conditions** deal with such matters as admission and entry to the School, education and pastoral care, behaviour and discipline, fees, medical matters, important provisions about notice and general contractual matters. The Terms and Conditions reflect the custom and practice of independent schools for many generations and they form the basis of the contract for educational services between the School and Parents.
- 2 **Prospectus:** The prospectus describes the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of printing, the prospectus is not part of any agreement with the Parents and the School. **Parents wishing to place specific reliance on a matter contained in the prospectus should seek written confirmation of that matter before entering this agreement.**
- 3 **Managing Change:** Every long-term contract must contain reasonable provisions for change. This School, as any other, is likely to undergo a number of changes during the time a child is a Pupil here: for example, there may be changes in the staff, and in the premises and facilities and their use, in the curriculum and the size and composition of classes, and in the disciplinary framework and the length of school terms. Fee levels will be reviewed each year and there will be reasonable increases from time to time. Whenever practicable, however, Parents will be consulted and/or given at least a term's notice of a change of policy which would have a significant effect on their child's education or pastoral care.
- 4 **Documents Referred to:** Parents and Pupils have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions before they accept the offer of a place. Those documents, together with these Terms and Conditions, may undergo reasonable change from time to time, as circumstances require, so as to ensure that the School, its culture, ethos and resources are properly managed, and so as to promote good order and discipline throughout our school community, and to ensure compliance with the law.

Terminology

- 5 **"The School"/"We"** means Radnor House Sevenoaks.
- 6 **"The Board of Directors"** are the appointed Directors at any time of Radnor House Sevenoaks Holdings Limited. The Board of Directors has overall responsibility for the School.
- 7 **"The Head"** is the person appointed by the Board of Directors to be responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head or of the Directors have been delegated.

- 8 **"The Parents"/"You"** means those who have signed the Acceptance Form and/or who have accepted responsibility for the Pupil's attendance at the School. The Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions. Those who have "parental responsibility" are legally entitled to receive relevant information about the Pupil unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare of the Pupil.
- 9 **"The Pupil"** is the child who has been admitted to the School at the request of the Parents and (where applicable) is the person named on the Acceptance Form as the Pupil.

Admission and Entry to the School

- 10 **Registration and Admission:** Pupils will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil's satisfying the admission requirements at the time. **"Admission"** occurs when Parents accept the offer of a place. **"Entry"** is the date when the Pupil attends the School for the first time under this contract.
- 11 **Equal Opportunities:** The School is a mainstream, day school for boys and girls aged 2 ½ - 18 years. The School welcomes staff and children from many different ethnic groups, backgrounds and creeds and human rights and freedoms are respected. We have limited facilities for the disabled but we will do our best to make reasonable adjustments in order to accommodate the needs of members of the staff and children who have disabilities.
- 12 **Offer of a Place and Deposit:** A deposit ("**Acceptance Deposit**") as shown on the Fees List for the relevant year will be payable when Parents accept the offer of a place. The deposit 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. Until credited, the deposit will form part of the general funds of the School.

Pastoral Care

- 13 **Meaning:** Pastoral care is a thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each Pupil and the integrity of the school community. Any question or concern about the pastoral care of a Pupil should be notified immediately to the relevant member of staff or in the case of a serious concern should be notified in writing to the Head.
- 14 **Our Commitment:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law and often to a much higher standard. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our school community and the rights and freedoms of others.
- 15 **Pupil's Rights:** A Pupil of sufficient maturity and understanding has certain legal rights which the School must observe. These include the right to give or withhold his/her consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both Parents. If a conflict of interests arises between a parent and a 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 parent.

- 16 **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.
- 17 **Ethos:** The ethos of this School must be such as to foster good relationships between members of the staff, the Pupils themselves and between members of the staff and Pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupils and Parents and we expect the same of Pupils and Parents in relation to the School.
- 18 **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a Pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare.
- 19 **Disclosures:** The Parents confirm that they have disclosed or will 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 or any member of his/her immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's security.
- 20 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) a Pupil's rights of confidentiality and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote a Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School.
- 21 **Leaving School Premises:** The School is unable to prevent a Pupil leaving school premises in breach of regulations and is not legally entitled to do so in the case of a Pupil aged 16 years or over.
- 22 **Residence During Term Time:** The Head must be notified in writing immediately if a Pupil will be residing during term time under the care of someone other than a parent.
- 23 **Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.
- 24 **Pupil's Personal Property:** Pupils are responsible for the security and safe use of all their personal property including money, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to them by the School. Parents should make appropriate insurance arrangements in each case.
- 25 **Photographs:** It is the custom and practice of most independent schools, and of this School, to include some photographs or images of Pupils in the school's promotional material or on social media. We would not disclose the name or home address of a child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the School's

promotional material must make sure their child knows this and must write immediately to the Head requesting an acknowledgement of their letter.

- 26 **Transport:** 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.

Educational Matters

- 27 **Our Commitment:** Within the published range of the School's provision, we 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, and often to a much higher standard.
- 28 **Organisation:** We must reserve 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. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the Pupils. Any parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's tutor/class teacher, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.
- 29 **Progress Reports:** The School monitors the progress of each Pupil and reports regularly to Parents by a variety of means including grades and full written reports.
- 30 **Sex Education:** All Pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time.
- 31 **Public Examinations:** The Head may, after consultation with a parent, decline to enter a Pupil's name for a public examination if, when exercising 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.
- 32 **Reports and References:** Information supplied to Parents and others concerning the progress and character of a Pupil, and about examination, 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.
- 33 **Learning Difficulties:** The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- 34 **Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that a Pupil has a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.

- 35 **Information about Learning Difficulties:** Parents must notify the Head in writing if they are aware or suspect that a Pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. 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 a Pupil's special educational needs. Some specialist teaching provided by the School will be charged as an extra.
- 36 **Moving up the School:** It is assumed that each Pupil who satisfies the relevant criteria at the time will progress through the School and will ultimately complete the Upper Sixth Year (Year 13). Parents will be consulted during the Spring Term if there is any reason why she/he may be refused a place at the next stage of the School. **Parents must give a term's notice in writing**, in accordance with the **Provisions about Notice** (below) if they do not intend their child to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.
- 37 **Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of a Pupil in conjunction with any member of staff and/or other Pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in creation/development of intellectual property.
- 38 **Pupil's Original Work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, examination scripts, paintings and computer generated material, belongs to the School. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil to our retaining such work at school premises until, in our professional judgement, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work and for up to one year in order to reduce the risk of cheating. We 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.
- 39 **School Trips:** A variety of school trips will be provided for your child while a Pupil here. The cost of certain school trips will be charged as an extra and added to the bill. School trips abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents and the cost of the trip will be payable in advance. The Pupil is subject to school discipline in all respects whilst engaged in a school trip. All additional costs of special measures necessary to protect the Pupil's safety and welfare will be added to the bill.

Behaviour and Discipline

- 40 **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Directors 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 a Pupil is at issue.
- 41 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will take a full part

in the activities of the School, will attend each school day, will be punctual, will work hard, will be well-behaved and will comply with the School Regulations about the wearing of uniform.

- 42 **School Regulations:** The School Regulations which apply are published from time to time. Parents and Pupils have an opportunity on request to see the current regulations before they accept the offer of a place.
- 43 **School Discipline:** The Parents hereby confirm that they accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each 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.
- 44 **Investigative Action:** A complaint or rumour of misconduct will be investigated. A Pupil may be questioned and his/her 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 his/her Parents are informed as soon as possible and that the Pupil is accompanied and assisted by
a parent, education guardian or a teacher of the Pupil's choice.
- 45 **Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner.
- 46 **Divulging Information:** 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 Head has acquired during an investigation.
- 47 **Drugs & Alcohol:** A Pupil may be given the opportunity to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of school discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.
- 48 **Terminology:** In these Terms and Conditions "**Temporary Exclusion**" means that a Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Board of Directors Review. "**Withdrawal**" means that the Parents have withdrawn the Pupil from the School. "**Exclusion**" means that the Pupil may not return to School until arrears of Fees have been paid. "**Expulsion**" and "**Removal**" mean that the Pupil has been required to leave ("asked to leave") the School permanently in the circumstances described below.
- 49 **Sanctions:** The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. These 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, gating or suspension, or alternatively being removed or expelled.

- 50 **Expulsion:** A Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of school discipline or a serious criminal offence. Expulsion is reserved for only the most serious breaches. The Head shall act with procedural fairness in all such cases.
- 51 **Fees after Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms, but the unspent balance of any lump sum prepayment will be refunded without interest. There will be no charge to fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable.
- 52 **Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the School, if, after consultation with a parent, the Head is of the opinion that the Pupil's conduct or progress has been unsatisfactory, or if the Pupil, in the judgement of the Head, is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, or if a parent has treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw the Pupil as an alternative to removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School.
- 53 **Fees Following Removal:** If the Pupil is removed in the circumstances described above, the rules relating to Fees and Deposit shall be the same as for expulsion save that the Deposit will be refunded in full without interest.
- 54 **Leaving Status:** The expression "leaving status" has reference to whether the Pupil has been expelled, removed or withdrawn, and to the record which will be entered in to the Pupil's file as to the reason for his/her leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Head with the Parents and, where appropriate with the Pupil, at the time of the Head's decision.
- 55 **Board of Directors' Review:** Parents may ask for a Directors' Review of a decision to expel or require the removal of a Pupil from the School (but not a decision to suspend a Pupil). The request must be made as soon as possible and in any event within seven days of the decision being notified to the Parents. Parents will be entitled to know the names of the Directors who make up the Review Panel and may ask for the appointment of an independent panel member nominated by the School and approved by the parent (approval not to be unreasonably withheld).
- 56 **Review Procedure:** The Head will advise the Parents of the procedure (current at that time) under which such a review will be conducted by a panel of up to three Directors (including an independent member if requested). If Parents request a Directors' Review, the Pupil will be suspended from School until the decision to expel or remove has been set aside or upheld. While suspended, the Pupil shall remain away from School and will have no right to enter school premises during that time without written permission from the Head.

Medical Matters

- 57 **Medical Information:** Throughout any Pupil's time as a member of the School, the School Medical Officer shall have the right to disclose confidential information about the Pupil if s/he considers that it is in the Pupil's own interests or necessary for the protection of other members of the school community that s/he should do so. Such information will be given and received on a confidential, "*need-to-know*" basis.
- 58 **Emergency Medical Treatment:** The Parents authorise the Head to consent on behalf of the Parents to the Pupil's receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

Fees

- 59 **Meaning:** "Fee" and "Fees" where used in these terms and conditions include each of the following charges where applicable: **Registration Fee; Deposit; Tuition Fees; Fees for extra tuition; other extras** such as clothing and equipment, photographs and other items ordered by the parent or the Pupil and **charges arising in respect of school trips**, and **damage** where a 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).
- 60 **Payment:** The Parents undertake to pay the Fees which apply from time to time. Fees are due and payable before the commencement of the relevant school term in full by direct debit. If one or more items on the bill are under query, the balance of the bill must be paid.
- 61 **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a Pupil is released home after public examinations or otherwise before the normal end of term; or for any other cause except at the discretion of the Head or where there is a legal liability to make a refund. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out above) apply when a Pupil is expelled or removed, ie. asked to leave.
- 62 **Exclusion for Non-Payment:** The right is reserved to exclude a Pupil while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to a Directors' Review will not normally arise. The School may also withhold any information or property while Fees are unpaid but will not do so in a way that would prejudice the legitimate rights and interests of the Pupil. A Pupil who has been excluded at any time when fees are unpaid will be *deemed withdrawn* without notice twenty-eight days after exclusion. Then a term's Fees in lieu of notice will be payable in accordance with the **Provisions about Notice** below.
- 63 **Late Payment:** Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 2% per month which is a genuine pre-estimate of the cost to the School of a default. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared.

- 64 **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only.
- 65 **Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.
- 66 **Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent) to pay the 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 Head. The School reserves the right to refuse a payment from a third party.
- 67 **Instalment Arrangements:** An agreement by the School to accept payment of current and/or past Fees by instalments is concessionary and will cease automatically in the event of any default for thirty days or more. On ceasing, the full amount of Fees then due shall be payable forthwith as a debt and interest will start to accrue at the rate for Late Payment (see above). Fees received under an instalment arrangement shall be deemed to have been paid in ten instalments appropriated as to four instalments for the Autumn Term, three instalments for the Spring Term and three instalments for the Summer Term.
- 68 **Fees Increases:** Fees are reviewed annually and are subject to increase from time to time.
- 69 **Money Laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

Provisions About Notice

- 72 **Notice to be given by Parents** means (unless the contrary is stated in these terms and conditions) a term's written notice **addressed to and actually received by the Head personally.**
- 73 **Provisional notice** is valid only for the term in which it is given and only when written and accepted in writing by the Head.
- 74 **Fees in lieu of notice** means Fees in full for the term of notice at the rate that would have applied had the Pupil attended and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession.
- 75 **"A term's notice"** to be given by Parents means notice given before the first day of a term and expiring at the end of that term. A term's notice must be given **in writing** if the Parents **wish to cancel a place** which they have accepted, or if Parents **wish to withdraw a Pupil** who has entered the School; or if, following the GCSE year or AS Level year, **the Pupil will not return for the following year** even if he/she has achieved the required grades; or **the Pupil wishes to discontinue extra tuition.**
- 76 **Cancelling Acceptance:** The cancellation of a place which has been accepted is normally a breach of contract which can cause long term loss to the School if it occurs after other families have taken their decisions about schooling for their children. If the Parents cancel their acceptance of a place less than a term before the entry date or the Pupil does not join the School after a place has been accepted and not cancelled, a term's Fees will be payable and the deposit will be credited to the

account. Parents who cancel acceptance on more than a full term's notice before entry will not be required to pay Fees in lieu of notice but the deposit will be retained by the School. Cases of serious illness or genuine hardship may receive special consideration on written request.

- 77 **Withdrawal by Parents:** If a Pupil is withdrawn on less than a term's notice, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question whether or not the place can be filled. The charge to a term's Fees 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 also to promote stability and the School's ability to plan its staffing and other resources.
- 78 **Prior Consultation:** It is expected that a parent or duly authorised education guardian will in every case consult personally with the Head or with the Head's authorised Deputy before notice of withdrawal is given.
- 79 **Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.
- 80 **Discontinuing Extras:** A term's written notice is required to discontinue extra tuition or half a term's Fees for the extra tuition will be immediately payable in lieu as a debt.
- 81 **Termination by the School:** The School may terminate this agreement on one term's written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal. The School would not terminate the contract without good cause and full consultation with Parents and the Pupil (where appropriate), and would offer the Parents a Directors' Review of a decision to terminate.

General Contractual Matters

- 82 **Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions subject as below.
- 83 **Third Party Rights:** Only the School and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.
- 84 **Interpretation:** These terms and conditions supersede those previously in force and will be construed as a whole and headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.
- 85 **Jurisdiction:** This contract was made at Radnor House Sevenoaks and is governed exclusively by English law.

Radnor House Sevenoaks Limited
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