

Standard Terms and Conditions

Taunton School

Taunton Somerset TA2 6AD

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1. The School:

- a) For the purposes of these Standard Terms and Conditions, The School is Taunton School comprising the Senior School, the Preparatory School and the Pre-Preparatory School which includes First Steps Nursery. Taunton International Study Centre (TISC) is part of Taunton School but it is not included in this definition because it has its own Terms and Conditions that apply for its students.
- b) **The Governors** are unpaid volunteers who work with the Head, other staff and stakeholders to ensure that the School is effectively and properly run and meets the needs for which it was set up. The Governors comply with 'Good Governance – a Code for the Voluntary and Community Sector'.
- c) **The Head** is the person appointed by the School to be responsible for the Pupil and includes those to whom any of the duties of the Head or the School have been responsibly delegated which includes the Heads of the Preparatory School, the Pre-Preparatory School and Nursery, and the School Medical Officer whenever appropriate.
- d) **The Parents** are those who have Parental responsibility for the Pupil and/or those who signed the Acceptance Form. Parents have the responsibilities under these Standard Terms and Conditions individually and jointly. Parents are expected to give their support and encouragement to the aims of the School and to uphold and promote its good name; to continue the Pupil's education at home and to ensure that the Pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.
- e) **The Pupil** is the person named on the Acceptance Form as the Pupil.
- f) **Equal Opportunities:** The School is a mainstream, boarding and day School for girls and boys aged 2 to 18 years. Boarding places are usually available from aged 7 years and upwards. The School has a Christian ethos and welcomes staff and Pupils from any ethnic background or religious group. The School's facilities for the disabled are improving all the time and it will do all that it reasonably can to make adjustments to cater for individual needs.
- g) **Aim:** To prepare young people to shape the world in the 21st Century.
- h) **Mission Statement:** The world is changing. Taunton School has the responsibility to ensure that its Pupils influence it for the good. The intellect

must be challenged and the freedom for considered self-expression through the arts is central. Furthermore, the School seeks to inform Pupils about cultures within and beyond Europe, nurturing tolerance and understanding. It seeks to develop respect between the sexes and between age groups, developing team skills and leadership ability wherever it can. It also seeks to provide the practical and technological skills that will lead to autonomy and self-reliance. For its Pupils, environmental awareness will be central as well as the capacity to make up their own minds on ethical and religious issues. Taunton School aspires to be a School of today for the world of tomorrow.

- i) **Changes at the School:** A successful school must initiate and respond to change. The offer of a place and its acceptance are given on the basis that, in the interests of the School as a whole, reasonable changes may be made from time to time to these Standard Terms and Conditions, to the size and location of the School, to its premises and facilities, to the academic and games curriculum and the structure and composition of classes and the way the School is run, to the rules and disciplinary framework, to the length of the School terms and the School day and to any other aspect of the School. Fee levels will be reviewed each year and there will be reasonable increases from time to time. If the ownership or legal status of the School changes, the School's rights and obligations under these Standard Terms and Conditions will be deemed assigned to the new entity. Parents will usually be consulted and/or given adequate notice of any significant proposals or change of policy likely to affect the School community as a whole.
- j) **Standard Terms and Conditions:** We believe that these Standard Terms and Conditions reflect the custom and practice of independent schools for many generations. The rules about change and about notice and fees in lieu of notice and the other rules set out below are provided in good faith. They promote the stability, forward-planning, proper resourcing and development of the School. They help also to protect Parents from increases in fees and liabilities caused by the defaults of others. Any waiver is effective only if given in writing by the Head personally. The Fees Schedule and the School Rules, as varied from time to time, are part of these Terms and Conditions. Nothing in these Standard Terms and Conditions affects the statutory rights of Parents or Pupils.
- k) **Prospectus and Information Folder:** The prospectus and Information Folder describe the broad principles on which the School is presently run and gives an indication of the ethos. Although

believed correct at the time of printing, the prospectus and Information Folder are not part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus and Information Folder should seek written confirmation of that matter before acceptance of a place.

- l) The School reserves the copyright to all of the School names and logos used in each part of the School and its associated companies.

2. Educational Matters:

- a) **Our Commitment:** The aim and mission statement of the School are stated above. 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 a least the standard required by law and often to a much higher standard. We do not claim to provide a risk free education.

- b) **Organisation:** We must reserve the right to organise the curriculum and its delivery and public examination entered 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 a Pupil's education or progress should contact the Pupil's tutor or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.

- c) **Progress Reports:** The School monitors the progress of each Pupil and reports regularly to Parents by means of performance assessments and full written reports.

- d) **Personal, Social and Health Educations:** All Pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time.

- e) **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.

- f) **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.

- g) **Learning Difficulties:** The School recognises its duty to deal appropriately with a pupil's needs but

reserves the right to raise an extra charge for the provision of learning support.

The School will do all that is reasonable for each Pupil to detect and deal appropriately with a learning difficulty. However, the staff are not qualified to make a medical diagnosis of conditions, such as those commonly referred to as dyslexia, or of other learning difficulties. 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. Parents may request the School to arrange a formal assessment. 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 must provide copies of any written reports or other relevant information.

Parents may be asked to withdraw the Pupil if, after appropriate consultation with the Parents and the Pupil, the Head believes that the School cannot provide adequately for the Pupil's needs.

- h) **Pupil's Original Work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, examination scripts, painting and computer generated material, belongs to the Pupil. 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 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.

- i) **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.

- j) **School Trips:** A variety of School trips are provided for Pupils. Permission will normally be sought from the Parents of day Pupils in advance. It is not always possible to contact the Parents of boarding pupils in advance and thus Parents of boarders agree to their house staff giving permission for their Pupil to go on a School trip. 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, the cost of the trip will be payable in advance. The Pupil is subject to School discipline in all respect whilst engaged in a School trip. Any additional

costs of special measures necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill.

3. Care, Discipline and Welfare

a) **Arrangements to Safeguard and Promote Welfare:** The School will make arrangements to ensure that all activities are exercised with a view to safeguarding and promoting the welfare of children.

b) **Parents' Authority:** The Parents authorise the Head while *in loco Parentis* or acting on behalf of a Pupil who has reached the age of 16, to take and/or authorise in good faith all decisions that safeguard and promote the Pupil's welfare. Parents give consent to such physical contact as may be lawful, appropriate and proper for teaching and for providing comfort to a Pupil in distress or to maintain safety and good order or in connection with the Pupil's health. The Head may also consent on behalf of the Parents to the Pupil receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under NHS or at a private hospital where certified by a person who is appropriately qualified, necessary for the Pupil's welfare and if Parents cannot be contacted in time.

c) **The Pupil's Health:** Parents will be asked to complete a medical questionnaire concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy or will be unable to take part in games or sporting activities or has been in contact with infectious diseases. Pupils, when entering the School, or where their health is giving cause for concern, may be required to have a medical examination. The Head may at any time require a medical opinion as to the Pupil's health. In the interests of the whole School community, Parents must comply with the Head's quarantine requirements should such measures be necessary in the interest of the health of the School community. Parents give permission for first aid treatment to be given to the Pupil in the event of an injury and give permission for appropriate over the counter medication to be given to the Pupil.

d) **Behaviour and Attendance:** The fostering of good relationships between staff, between Pupils and between staff and Pupils is part of the ethos of the School. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to Pupils and Parents and the same is expected of Pupils and Parents in relation to Staff. We attach importance to courtesy, integrity, manners and good discipline. Parents agree that the Pupil will take a full part in the activities of the School, including Chapel and Religious Education, will attend each School day, will be punctual, will work hard, will be well behaved and will wear uniform as specified in the School rules. All Pupils will receive health and life skills education appropriate to their age and in accordance with the curriculum from time to time.

e) **Conduct:** The Head is responsible for the care and good discipline of Pupils while they are in the charge

of the School or its staff and for the day to day running of the School and the curriculum. The Head is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of School discipline. It is a condition of remaining at the School that Parents and the Pupil (including a Pupil aged 16+ and 18+) accept the School regime and the Rules (in so far as they are lawful and reasonable) as to appearance and dress and the rules of School discipline that apply from time to time.

f) **The School Rules:** Each Senior School Pupil is supplied with a copy of the School Rules giving information about the ethos and rules at the School. The purpose of the School Rules is to provide information and help every Pupil to know what is expected and to encourage courtesy and consideration for others. Each Pupil in the Senior School and Parents should read the School Rules. Every Pupil in the Preparatory School and First Steps Nursery is made aware of the School Rules and Parents will be informed as necessary. The purpose of the rules is the same as in Senior School set out earlier in this paragraph.

g) **Leaving School Premises:** The School is unable to prevent a Pupil leaving School premises in breach of School Rules and Regulations and is not legally entitled to do so in the case of a Pupil aged 16 years or over.

h) **Behaviour Outside School:** Misconduct of any kind outside of School will be amenable to School discipline if the welfare of another pupil or the culture or reputation of the School are placed at risk.

i) **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, rustication or suspension, or alternatively being removed or expelled.

j) **Pastoral Care:** 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 (house and) School community. Any question or concern about the pastoral care of a Pupil should be notified immediately to a member of the House staff or in the case of a serious concern should be notified in writing to the Head. We will do all that is reasonable to safeguard and promote your Pupil'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 Pupil'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.

k) **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.

- l) **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 or 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.
- m) **Personal Information.** The School may obtain process and hold personal information about the Pupil including sensitive information such as medical details, for the purposes of safeguarding and promoting the welfare of the pupil. Similarly, the School may obtain, process and hold personal information about the Parents for welfare and administrative purposes. The School will maintain appropriate confidentiality, see later.

4. Admission and Entry to the School:

- a) **Equal Opportunities and Access:** The School maintains and follows an equal opportunity policy and has a policy of improving its campus, over time, to provide full access for the disabled. However, it may not be possible to offer a place to a new pupil, or to retain a pupil in the School, if it is impracticable or too costly to make adjustments to meet their particular needs.
- b) **Registration:** 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 and entry will be subject to the availability of a place and the Pupil satisfying the admission requirements at the time. The age of the Pupil will be calculated in accordance with UK custom. The School operates an equal opportunities policy.
- c) **Offer of a Place and Acceptance Deposits:** If, in due course, a place is offered, the acceptance deposit will be payable when Parents accept the offer. Details of acceptance deposits are set out in the *Fees Schedule* as varied from time to time. The acceptance deposit will be repaid, without interest, by means of a credit to the final payment of fees or other sums due to the School on leaving. Until the acceptance deposit is returned it will form part of the general funds of the School. (Please see later for conditions of cancelling acceptance). The First Steps Nursery is an integral part of Taunton School, and in accepting a nursery place Parents confirm that it is their intention that their Pupil should move through to the Pre-Prep and Prep departments in due course. Should Parents withdraw a Pupil before the Pupil has completed a term in Year 3 the acceptance deposit will not be refunded. Where a Pupil is withdrawn having completed a term in Year 3 the acceptance deposit will be repaid by the means stated above.
- d) **Moving up the School:** It is assumed that each Pupil will progress through the School, moving into

the year group above and to the next stage of the School, and will ultimately complete the Upper Sixth Year (Year 13). However, Pupils must show an ability to move up and Parents will be consulted before the end of the Spring Term if there is any reason why the Pupil may be refused a place at the next stage of the School. Parents must give a term's written notice, in accordance with the Provisions about Notice (below) if they do not intend their Pupil to proceed to the next year group or to the next stage of the School, or a term's Fees in lieu of notice will be payable.

5. Fees and Extras:

- a) **Items Covered: Fees** cover the normal curriculum together with most books and stationery. Fees are reviewed from time to time, usually annually, and a term's notice is given of any increase. Other items incurred by the School or the Pupil may be charged as Extras. The Pupil is for these purposes agent of the Parents. Details of Fees and Extras are set out in the *Fees Schedule* as varied from time to time. Damage done by a Pupil, other than fair wear and tear, may be separately invoiced and must be paid as an extra.
- b) **Payment of fees and extras:** Each invoice must be paid before the first day of term. A Pupil may be excluded from the School at any time when fees are unpaid and will be *deemed withdrawn* without notice 28 days after exclusion. (Then a term's fees in lieu of notice will be payable.) The School is agent only in respect of any goods and services which are supplied by a third party via the School to Pupils or their Parents. 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 in the sole discretion of the Head.
- c) **Instalment Arrangements:** An agreement by the School to accept payment of fees by direct debit or any other arrangement for payment of fees by installments is concessionary and will cease automatically in the event of any default for 30 days or more. On ceasing, the full amount of fees then due shall be payable forthwith as a debt and a late payment charge will be due. Details of installment arrangements and other methods of payment are included in the Fees Schedule.
- d) **Responsibility for payment:** Fees are the joint and several responsibility of each person who has signed the Acceptance Form or who has Parental responsibility for the Pupil or has paid any fees or has returned the Pupil to the School or given instructions in relation to the Pupil. The School may withhold any information or property while fees are unpaid.
- e) **Payment of fees by a third party:** An agreement with a third party to pay the fees or any other sum due to the School does not release Parents from any liability under 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. All such payments received are accepted in good faith.

- f) **Late Payment:** The right is reserved to make late payment charges for invoices not paid before the first day of each term as set out in the **Fees Schedule** as varied from time to time and for all administration and legal costs in relation to any sums that are unpaid by the due date. Such charges will be recoverable by action if necessary. Cheques delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. Any sum tendered that is less than the sum due and owing may in any event be accepted by the School on account only. The contents of clauses 4 and 5 of these terms and conditions are intended to protect those Parents who pay fees on time and to safeguard the School against consequences of the defaults of others.
- g) **Proceeds of Crime Act and Money Laundering Regulations:** The School is generally unable to accept cash in payment of fees. Where there is an unusual transaction it may be reported to the National Criminal Intelligence Service. 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.
- h) **Advance Payment of Fees:** A lump sum payment in respect of more than one year's fees may be made by or on behalf of the Parents. It will be subject to a separate agreement which provides, among other conditions, for a refund of the unused part of the prepayment in the event of the Pupil's leaving earlier than expected. Fees in lieu of notice (where applicable) and any other sum due and owing to the School at that time will be deducted from the sum to be refunded.
- i) **Conditions of the Award of a Scholarship or Bursary:**

Duration of an Award and Means Testing; a Scholarship would normally remain in place for the whole of the Pupil's time at the School. A Bursary will normally be means tested annually and may be withdrawn or reduced if the Head considers that the financial circumstances have changed materially. The School may make the granting of a Scholarship, or its size, conditional upon a means test. It also reserves the right to means test a Scholarship that has been awarded previously and to withdraw the award or reduce its size.

Art Scholarship holders will be expected to make full and frequent use of the facilities in order to develop their work. Although they will be directed in conjunction with other Pupils, their progress will be more closely monitored and they will have a tutorial at least once a term to discuss their artistic development. In the event of a Minor Scholar making a significant contribution to the development of Art and Design with the Department, such as an exhibition of their work which influences and encourages other students, then the Award may be increased to a major award in the U6.

Music Scholarship holders are required to enter fully into the musical life of the School.

Sports Scholarship holders are required to contribute wholeheartedly to the sporting life of the School through participation in representative sports, although the Award itself will not guarantee the holder a place in a team. Once an Award has been made, the crucial factor for its continuance will be commitment rather than performance.

Obligations of the Pupil: A Pupil who has been awarded a Scholarship is required to work hard, to contribute positively to the life of the School, particularly in their specialism such as Art, Music or Sport, and to set a good example to other pupils.

Obligations of the Parents: The Parents are expected to support and encourage the Pupil to achieve the purposes of the Award and to uphold the aims and the good name of the School. The Parents are also required to pay the balance of the fee account by the first day of term.

Withdrawal of an Award: After appropriate consultation and warnings, an Award may be withdrawn by written notice sent to a Parent if, in the opinion of the Head the Pupil or Parents have not complied with their obligations or the Pupil has fallen below the required standards of conduct and progress. The withdrawal of the Award shall take effect from the start of the following term. Further, an Award may be withdrawn if the balance of the fee account remains unpaid 28 days after a written reminder of payment has been sent to the Parents.

Aggregation: Scholarships and bursaries do not aggregate with other discounts such as the Family Discount; only the largest will apply at any one time

Repayment events: Parents shall be required forthwith upon receipt of written notice to repay all or part of the benefits of an Award that they have received in any of the following circumstances:

a) up to three terms benefits (if received) if the Pupil has engaged in serious misconduct or has been expelled or removed for reasons of misconduct by the requirements of the Head acting in good faith;

b) up to three terms benefits (if received) in the case of the Pupil being withdrawn for any reason during a School term without a term's written notice having been given.

- j) **Taunton School Foundation:** The Foundation exists to achieve long term fund raising to benefit the School. Parents, who are UK income tax payers, agree that any donations made to the Foundation, after 6 April 2000 are to be treated as tax efficient gifts, under the Gift Aid Scheme, until further notice. To make a tax effective gift you must have paid an amount of UK income tax that equals or exceeds the amount of tax to be reclaimed. Parents making a donation, who have not paid sufficient UK tax in the relevant year or who wish to cancel this arrangement, undertake to inform the Foundation.

6. Withdrawal by Parents and Written Notice by School:

a) Written Notice – Reason:

Written notice is required of withdrawal of a Pupil by Parents to ensure that the School has sufficient written notice to plan fee levels, other resources and the curriculum.

b) Definitions:

Written 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. No other notice will suffice. Notices must be hand delivered or sent by special or guaranteed delivery post to the School address.

Term means the period between and including the first and last days of each School term.

A Term's Written Notice means written notice given before the first day of term and expiring at the end of term.

Provisional Written Notice may be given before the start of term to leave at the end of that term. It is only valid for that term and only when accepted in writing by the Head.

Fees in Lieu of Notice means payment of a term's fees at the full rate that would have applied had the Pupil attended, it is not limited to the Parental contribution (in the case of a scholarship or bursary) because a term's written notice had not been given.

The School Year is deemed to start on 1 September in each year and end on 31 August the following year including the first and last days of each School Year.

- c) **Cancelling Acceptance:** A term's fees will be immediately payable by the Parents if, for any reason, they cancel their acceptance of a place less than a term before entry or the Pupil does not join the School after a place has been accepted. Parents who withdraw giving a term's written notice before entry will not have to pay fees in lieu but the acceptance deposit will be retained by the School. Cases of serious illness or genuine hardship may receive special consideration on written request.
- d) **Withdrawal from the School:** A term's written notice must be given before a Pupil is withdrawn from the School or a term's fees in lieu will be immediately due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled. The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.
- e) **Discontinuing Extras:** A term's written notice is required to discontinue an extra or a term's fees for the extra will be immediately payable in lieu as a debt.
- f) **Notice by the School:** The School may terminate this agreement on one term's written notice sent by

ordinary post and otherwise under clauses 7 a) and b) below.

7. Removal and Expulsion of a Pupil

- a) **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. A Pupil may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable efforts will be made to notify the Parents or guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of a Parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.
- b) **Divulging Information:** Except as required by law, 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.
- c) **Removal at the Request of the School:** Parents may be required, during or at the end of a term, to remove the Pupil, without refund of fees, temporarily or permanently from the School if, after consultation with a Parent, the Head is of the opinion that the conduct or progress of the Pupil has been unsatisfactory or if the Pupil, in the judgement of the Head, is unwilling or unable to profit from the educational opportunities offered (or a Parent has treated the School or members of its staff unreasonably) and in any such case removal is considered to be warranted. The deposit will be refunded in the event of removal at the request of the School and fees in lieu of notice will not be charged but all outstanding fees will be payable in full.
- d) **Expulsion:** A Pupil may be expelled at any time if the Head is reasonably satisfied that the Pupil's conduct (whether on or off School premises or in or out of term time) has been prejudicial to good order or School discipline or to the reputation of the School. The Head will act fairly and in accordance with the procedures of natural justice and will not expel a Pupil other than in grave circumstances. There will be no refund of fees following expulsion (and all unpaid fees must be paid). The deposit will not be returned/credited, but fees in lieu of written notice will not be charged.
- e) **Discretion of Head:** The decision to exclude, suspend or require removal or expel a Pupil and the manner and form of any announcement shall be in the sole discretion of the Head. In no circumstances shall the School or its staff 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 suspension, the requirement to remove or expulsion or which the Head has acquired during an investigation.
- f) **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 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.

- g) **Governors' Review:** Parents may ask for a Governors' Review of a decision to expel or require the removal of a pupil from the School or from boarding (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 Governors 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).
- h) **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 Governors and an independent member if requested. If Parents request a Governors' 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 not have the right to enter School premises during that time without written permission from the Head.
- i) **Access:** A Pupil who has been withdrawn, excluded, suspended, removed or expelled from the School must not enter School premises for any reason without the written permission of the Head in advance.

8. Boarding

- a) **Boarding and Day Status:** A change from day to boarding will depend on the availability of a boarding place at the time. A term's written notice is required before a Pupil may change from boarding to day status or a term's difference in fees will be payable in lieu. The Head may require the removal of the Pupil, temporarily or permanently, from boarding in the circumstances described at clause 7 above. In that event, there will be no refund of fees for the balance of that term.
- b) **Travel Arrangements:** The right is reserved to charge all administration and other expenses including staff supervision where the School has to make travel or other arrangements for the Pupil before, during or at the end of a term.
- c) **Fees in Lieu of Notice:** Should fees in lieu of notice be payable for a boarder, the boarding level of fees would apply.
- d) **Guardians:** A pupil whose Parents are resident outside the United Kingdom must have a guardian

in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility during exets, half term or the holidays for pupils whose Parents are resident abroad and the Parents and guardians of such Pupils must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate guardian rests solely with the Parents but the School will be able to assist.

9. Medical:

- a) The School has a School Doctor and Medical Staff to provide support to pupils. Parents should advise the Medical Staff of any relevant medical conditions or support required for their son or daughter.
- b) Boarders, unless otherwise agreed by the Head, will be registered on the National Health Service list of the School Doctor. Boarders will have a medical examination on joining the School.
- c) In the event of injury, Parents agree that first aid treatment should be given to their son or daughter. In the event of illness, Parents agree that appropriate non prescription medication should be administered in accordance with the instructions of the Medical Staff.

10. General Conditions

- a) **Special Precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's security and safety. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to a Pupil for whom any special safety precautions may be needed. A Parent may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or of the School.
- b) **Residence during Term Time:** The Head must be notified in writing immediately if a Pupil will be residing other than with a person who has Parental responsibility.
- c) **Absence of Parents:** When both Parents will be absent from the Pupil's home and uncontactable for a 24 hour period or longer, the School should be informed of the name, address and telephone number of the adult who has been delegated to act *in loco Parentis*.
- d) **Liability and Insurances:** The School does not, unless negligent, accept responsibility for accidental injury or loss of property. The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of Parents including insurance of the Pupil's personal property whilst at School or on the way to or from School or on any School sponsored activity away from the School. The School is not the agent of the Parents for any purpose related to insurance.

- e) **Pupils' 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.
- f) **Worries and Complaints:** Parents who have a worry or complaint are encouraged to speak to a member of staff or inform the Head. A Parental Complaints Procedure is available on request to assist Parents.
- g) **Illegal Substances:** When grounds for suspicion exist, the Head may require the Pupil to give a biological sample under appropriate supervision to test for the use of illegal drugs or other substances damaging to health.
- h) **Confidentiality:** The School will take care to preserve the confidentiality of information concerning the Pupil and Parents. The Parents, however, consent on behalf of themselves and the Pupil to the School obtaining, holding, using and communicating, on a 'need-to-know' basis, confidential information which, in the opinion of the Head, is material to the safety and welfare of the Pupil and others. The Parents consent also to the School communicating with any other school which the Pupil attends or which a Parent proposes the Pupil should attend about any matter concerning the Pupil or about payment of fees, whether or not the information passing is also held in machine-readable form. Parents consent to the School using Pupils' work, photographs of the Pupil and other material for purposes such as publicising the School and its Pupils' achievements.
- i) **Examinations, Reports and References:** The School will enter a Pupil's name for an examination if the Head is satisfied that such is in the best interests of the Pupil. 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. Where Parents are separated or divorced, reports and other information will be sent to the person with whom the Pupil normally resides.

11. Contractual Matters

- a) **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.
- b) **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 behavior, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.

- c) **Consumer Protection:** Care has been taken to use plain language in these terms and conditions and to explain the reasons for any of the terms that may appear one-sided. If any word/s, alone or in combination, infringe the *Unfair Terms in Consumer Contracts Regulations 1999* or any 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.
- d) **Changes in Ownership:** For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform and consult with all parents in relation to such changes.
- e) **Force Majeure:**

In this agreement *force majeure* means any cause beyond a party's control (for the avoidance of any doubt this includes; strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or Government order, rule, regulation or direction (including that of a local authority or other Government authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

In the event of a force majeure arising, which prevents or delays the School's performance of any of its obligations under this agreement, the School shall do all that it reasonably can to continue to provide educational services and to prevent or minimise the effect of the force majeure. The School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues. Given that the School will do all that it reasonably can to overcome the effect of the force majeure, parents will continue to be liable to pay fees.

- f) **Interpretation:** These terms and conditions supersede those elsewhere and will be construed as a whole. Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of the terms and conditions.
- g) **Jurisdiction:** This contract was made at the School and is governed exclusively by English Law.