



Standard Terms and Conditions Redcliffe School

1. The School

a) **The School** is Redcliffe School Trust Ltd acting on behalf of the Governing Board as it is now or in the future constituted. It is assumed that a pupil will, subject to conduct and academic attainments, progress through the school and complete her preparation for secondary schooling at the age of 11, in the case of girls and for boys his preparatory schooling at the age of 8.

b) **The Head** is the person appointed by the Governors 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.

c) **The Parent/s** are those who have parental responsibility both individually and jointly, for the pupil attending Redcliffe School. Parents are expected to support 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.

d) **Our aims:** The aims of the School are described in the prospectus. The School aims to strike the balance between academic and practical work, physical education, moral and spiritual development and the pursuit of leisure activities. We are committed to high standards of teaching and care and we welcome parental contact. The School is an environment in which pupils are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.

e) **Changes at the School:** A successful School must initiate and respond to change. The offer of a place and its acceptance is 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 terms and conditions to the size and location of the school; to its premises and facilities; to the academic and games curriculum; to the structure and the 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 terms and conditions will be deemed assigned to the new entity. Parents will be given adequate notice of any significant proposals or change of policy likely to affect the School community as a whole.

f) **The Standard Terms and Conditions:** The rules set out in these terms and conditions, particularly in regard to notice to leave the school, are provided in good faith. They promote stability, forward planning and development of the School. They help to protect parents from increases in fees or liabilities caused by the defaults of others. Any waiver is effective only if given in writing by the Head personally. The fees, as varied from time to time, are part of these terms and conditions. **Nothing in these terms and conditions affects the statutory rights of parents.**

2. Care and Good Discipline

a) **Parents' Authority:** The parents authorise the Head, while in *loco parentis*, to take and/or authorise in good faith all decisions that are intended to safeguard and promote the pupil's welfare. Parents consent to such physical contact as may be lawful, appropriate and proper for teaching and for providing comfort to a pupil in distress and for maintaining safety and good order. Parents consent also to 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.

b) **Conduct and Attendance:** We attach importance to courtesy, integrity, manners and good discipline. The pupil is expected to take full part in the activities of the School; to attend punctually on each school day and abide by the holiday dates which will be set at least one year in advance; to work hard; to be well behaved and to comply with the school rules about the wearing of uniform. All pupils will receive health education appropriate to age, in accordance with the curriculum.

c) **The Pupil's Health:** Parents must inform the Head in writing if the pupil has 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. Parents must comply with the School Medical Officer's quarantine regulations as varied from time to time. Parents are required to complete a medical questionnaire for each pupil, which will be updated annually, or when/if there is a significant change. Parents should ensure that the pupil has all current UK recommended immunisations.

d) **Conduct of the School:** The Head is responsible for the good discipline of the 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 or any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of School discipline, and removal or expulsion under clause 6 below. (Corporal punishment is not used). The Head is not responsible, unless negligent, for a pupil who is absent from the School in breach of School discipline. It is a condition of remaining at the School that parents and pupil accept the school regime and the rules set by the Head from time to time (in so far as they are lawful and reasonable) as to appearance and dress and school discipline.

3. Admission and Entry to the School

a) **Registration:** Pupils will be considered as candidates for admission and entry to the School when the registration form has been completed and returned to the School and non-refundable registration fee paid. Admission and entry will be subject to availability of a place and the pupil satisfying the admission requirements at the time. The School operates an equal opportunities policy.

b) **Offer of a place and deposit/s:** If, in due course, a place is offered, the deposit/s will be payable when parents accept the offer. The acceptance deposit will be repaid by means of a credit without interest to the final payment of fees. Until credited it will form part of the general funds of the School. This deposit is **not** refundable if a pupil is subsequently withdrawn before starting at school.

4. Fees and Extras

a) **Items Covered:** Fees cover the normal curriculum together with most books, stationery and lunches. Other items incurred by the School or the pupil may be charged as extras. Damage done by the 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 by the first day of term. Payment of school fees is preferred by bank transfer (details are stated on the invoice.), although payment by cheque is also acceptable. **Cash payment of fees is not acceptable, for any reason.** A pupil may be excluded from the School at any time when the fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion, in which case a term's fees in lieu of notice will be payable. 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 at the sole discretion of the Head. Fees for a pupil's first Autumn term (generally, the Kingfisher's class) will be due on 1st July in the year of entry.

c) **Responsibility for Payment:** Fees are the joint and several responsibility of each person who has signed the acceptance letter or who has parental responsibility for the pupil or who has paid any fees or who has returned the pupil to the School or who has given instructions in relation to the pupil. The School may withhold any information or property while fees are unpaid. The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. The governing body shall endeavour to give at least a term's notice of any increase in the fees due for a particular term.

d) **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 bursar. The School reserves the right to refuse payment from a third party. All such payments received are accepted in good faith.

e) **Late Payment:** The right is reserved to make late payment charges composed of simple interest, calculated on a daily basis at 2% per month above base rate, and administrative fees, from the first day of each term and all administration and legal costs in relation to any sums that are unpaid by the due date. It is agreed that the amount of all late payment charges should reflect the commercial rates that would be applied by a financial institution in a case of unauthorised and unsecured borrowing. 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.

f) **Instalment arrangements:** Any such discretionary arrangement must be made in advance with the bursar. An agreement by the School to accept payment of fees by standing order or direct debit or any other arrangement for payment of fees by instalments 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 interest will accrue.

5. Events Requiring Notice in Writing

Definitions: 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 recorded or guaranteed delivery post to the school address.

Provisional Notice is valid only for the term in which it is given and only when written and accepted by the Head.

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

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.

a) **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 made their decisions about educating their children. If 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 School's account. Parents who cancel an acceptance with 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. Entry to the Kingfisher's class requires notice of withdrawal by 1st May prior to a September entry. Cases of serious illness or genuine hardship may receive special consideration on written request.

b) **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, unless the place is filled immediately and without loss to the School. 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 to promote stability and the School's ability to plan its staffing and other resources.

c) **Other Events Requiring Written Notice:** Written notice of no less than a term is required to discontinue an extra or a term's fees for the extra will be payable in lieu as a debt (without prejudice to clause 6 below). The School may in any event terminate this agreement (and, therefore, its obligation to retain or educate a particular pupil at the School) on one term's written notice sent by ordinary post.

6. Removal and Expulsion of a Pupil

a) **Removal at the Request of the School:** Parents may be required, during or at the end of term, to remove a pupil, without refund of fees, temporarily or permanently from the School if, after consultation with a parent, the Head has made a judgement that the conduct or progress of the pupil makes him or her unwilling or unable to profit satisfactorily from the educational opportunities offered. This would also apply should a parent treat the School or members of its staff unreasonably. In the event of removal from the School at the request of the Head, fees in lieu of notice will not be charged but all outstanding fees will be payable in full.

b) **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 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 acceptance fee will not be refunded or credited; but fees in lieu of notice will not be charged.

c) **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 at the sole discretion of the Head. In no circumstances shall the School or its staff be required to divulge to parent/s or others any confidential information or the identities of pupils or others who have given information, which has led to the suspension or expulsion of the pupil.

d) **Review:** In the event of expulsion or of a pupil's removal being required, the Head will advise parents of the procedure under which a written application for a review of the decision may be made.

e) **Access:** A pupil who has been withdrawn, excluded, suspended, removed or expelled from the School has no right to enter school premises without the written permission of the Head.

7. The School's Obligations

a) Subject to these terms and conditions, the School undertakes to accept a child as a pupil of the School from the time of joining the School until the end of his/her preparatory schooling. In the case of boys this will be until the age of 8 and in the case of girls the age of 11.

b) Whilst a child remains a pupil of the School, we undertake reasonable skill and care in respect of his/her education and welfare. This obligation will apply during school hours and at other times when the pupil is permitted to be on School premises or is participating in activities organised by the School.

- c) In order to fulfil our obligations, the School needs parental co-operation, in particular, by fulfilling the obligations under these terms and conditions; encouraging the pupil in his/her studies, and giving appropriate support at home; keeping the School informed of matters which affect the pupil; maintaining a courteous and constructive relationship with School staff and attending meetings and otherwise keeping in touch with the School where the pupil's interests so require.
- d) The School undertakes not to subject any pupil to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order or their pupil's safety. Unless the school is notified to the contrary, parents consent to the pupil participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- e) If a pupil requires urgent medical attention while under the School's care, the School will, if practicable, attempt to obtain parents' prior consent. However, should the School be unable to contact the parents the school shall be authorised to make the decision to seek urgent treatment (including anaesthetic or operation) recommended by a doctor.
- f) Although the prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing, it does not form part of the contract between you and School. The School reserves the right to make changes to any aspect of the School, including the curriculum. The School will give parents notice of any changes at the School including in the curriculum that is regarded as significant to the pupil, and where possible will consult with parents on such changes.
- g) The School will monitor pupils' progress at the School, produce regular written reports and advise parents of any concerns about pupils' progress but does not undertake to diagnose dyslexia or other specific conditions. Parents may be asked to withdraw any pupil, without being charged fees in lieu of notice, if, in the opinion of the Head, the School cannot provide adequately for the pupil's special educational needs.

8. The Parents' Obligations

- a) Parents undertake to inform the School of any health or medical conditions, disability or allergy that a pupil has or subsequently develops, whether long-term or short-term, including any infections.
- b) Parents undertake to inform the School of any situations where special arrangements may be needed in relation to a pupil.
- c) The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the form of acceptance as having been given on behalf of both such persons. Unless other arrangements are agreed between the parents and the School, the School will be entitled to treat any communication to any such person as having been made to both of them.
- d) The Head must be informed in writing of any reason for a pupil's absence from School. Wherever possible the Head's prior consent should be sought for a pupil's absence from the school.
- e) Parents going away from home should inform the School and give the school office their contact telephone number.
- f) The School cannot accept any responsibility for the welfare of pupils while off the School premises unless they are taking part in a school activity or otherwise under the supervision of a member of the School staff.

g) If parents have cause for concern as to a matter of safety, care, discipline or progress of the pupil they must inform the School without delay. (Complaints should be made in accordance with the School's Complaint Procedure, copies of which are available in the School Office.)

9. 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 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 are to be absent from the pupil's home for a 24 hour period or longer, the School requires, in writing, the name, address and telephone number for 24 hour contact of the adult to whom parental responsibility has been delegated.

d) **Liability and Insurances:** The School does not, unless negligent, accept responsibility for (and shall not be liable for) accidental death or 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 personal property and parents are responsible for ensuring that all such property is clearly marked with the owner's name. A pupil may not bring any item of equipment onto school premises which runs off mains electricity without the prior written permission of the Head or bursar.

f) **Special Needs:** The School wishes to monitor each pupil's progress and each term parents will receive a report either in writing or at a meeting with teachers. The School does not undertake to diagnose abnormal conditions (including, but not limited to, those commonly referred to as dyslexia, dyscalculia, attention deficit disorder or poor visual acuity). The School will, on request, advise parents as to how they may, at their own expense, obtain specialist advice.

g) **Confidentiality:** The parents consent 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. In all other respects (and unless otherwise required by law) the School will take care to preserve the confidentiality of information concerning the pupils and parents.

h) **Examination, Reports and References:** The School aims to prepare all its pupils for Senior/Prep School education but cannot guarantee specific grades or entry to a particular school. Information supplied to parents and others concerning the progress, character and examination prospects of a pupil, 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. Duplicate reports will be sent to the separated spouse.

i) **Copyright:** The School reserves sole copyright in any literary, musical, dramatic or artistic work created by the School or by a pupil for a purpose associated with the artistic or cultural life of the School but will otherwise acknowledge the right of the pupil to assert copyright of work of which the pupil is the sole author.

j) **Prospectus:** The prospectus describes the broad principles on which the School is presently run and gives an indication of the history and ethos. Although believed correct at the time of printing, the prospectus is not part of any agreement between parents and the School. Parents wishing to place specific reliance on a matter given in the prospectus should seek written confirmation of that matter before entering into this agreement.

k) **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 1994 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.

l) **Interpretation:** These terms and conditions supersede any terms and conditions referred to in the prospectus or 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 these terms and conditions.

m) **Jurisdiction:** This contract is deemed to be made at the School and is governed exclusively by and shall be construed in accordance with English Law.

n) **Variations:** We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the school. The school will give parents at least a term's notice of any such modifications.

10 Force Majeure

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

b) 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 forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and 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. The School shall use its best endeavours during the continuance of the force majeure to provide educational services.

c) If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify you of the steps it shall take to ensure performance of the agreement.

d) In the event of a force majeure which affects your ability to perform any of your obligations under this agreement, you shall give the School notice in writing of the force majeure. You shall not be liable for non-performance of such obligations during the continuance of the force majeure but in the event of the force majeure continuing for more than four months, you shall discuss with the School a solution by which this agreement may be performed.