

United Church Schools Trust



STANDARD TERMS AND CONDITIONS

1. The School

- a) **The School** is part of The United Church Schools Trust (“the Company”), acting by the Governing Body as now or in the future constituted. It is assumed that a pupil will, subject to conduct and academic ability, progress through the School and complete the Upper Sixth year.
- b) **The Head (sometimes referred to as the Principal)** is the person appointed by the Company 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 legal responsibility for the pupil and those referred to at clause 4 (c) of 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.
- d) **Our Aims:** The aims of the School are described in the Prospectus. In addition, 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 a private self-regulating community which respects the human rights of pupils and their parents, who in turn accept that the School’s lawful policies, disciplines and rules must sometimes take precedence over the wishes of individuals. 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 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 arrangements for lunches, to the academic and games curriculum and the delivery, 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. Where less than one term’s notice is given of a fee increase of more than 8% parents may withdraw their child from the school from the start of the following term without incurring fees in lieu of notice, provided that the parents give notice of withdrawal within twenty one days of the date when the notice of the increase in fees is given. 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 would be given one full term’s notice of any significant proposals or change of policy likely to affect the school community as a whole unless the change is required for reasons of finance, safety, care, discipline or legality.
- f) **The 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. Except in relation to fees (which are dealt with by the Company, in consultation with the Head), any waiver is effective only if given in writing by the Head personally. The **Fees List** and the **School Rules**, or equivalent document 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.

2. Care and Good Discipline

- a) **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, *but only if the parents cannot be contacted in time*, 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. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other sports and activities which may entail some risk of physical injury.
- b) **Conduct and Attendance:** We attach importance to courtesy, integrity, manners and good discipline. 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 Rules about the wearing of uniform / school dress code. Pupils may receive health and life skills education appropriate to age in accordance with the curriculum from time to time.
- c) **The Pupil’s Health:** The Head may at any time require a medical opinion or certificate as to the pupil’s general physical and mental health. The age of the pupil will be calculated in accordance with UK custom. Parents will be asked to complete a form of medical declaration concerning the pupil’s health and must inform the Head in writing if the pupil develops any known medical condition, health problem, allergy, physical disability or will be unable to take part in games or sporting activities or has been in contact with infectious diseases. Pupils entering the School may be required to have a medical examination. Those with legal responsibility for the pupil are invited to be present. Parents must comply with the School’s quarantine regulations as issued from time to time.
- d) **Conduct of the School:** 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, and removal or expulsion under clause 6 below. The Head is not responsible, unless negligent, for a pupil who is absent from the School in breach of school

discipline. The school will take all reasonable steps to prevent pupils under 11 years of age from leaving school premises during the school day without being accompanied by an authorized adult unless doing so with the specific written permission of the parent(s). It is the Parents/Carers responsibility to ensure safe travel to and from School. 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 School 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.

- e) **The School Rules:** Each pupil is supplied with a copy of the School Rules giving information about the ethos and rules at the School. Parents are given a copy at same time that an offer of a place is made. The purpose of the School Rules is to help every pupil to know what is expected and to encourage courtesy and consideration for others. Each pupil *and parent* should read the School Rules before accepting the offer of a place at the school.
- f) The school reserves the right to monitor email communications and internet use for the purpose of ensuring compliance with the School Rules.

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 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 School operates an equal opportunities policy.
- b) **Offer of a Place and Deposits:** If, in due course, a place is offered, by way of a formal letter from the school the deposit will be payable when parents accept the offer. Details of deposits are set out in the *Fees List* as varied from time to time. 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 **after the pupil leaves the school**. Until credited it will form part of the general funds of the School.
- c) **Moving to the Senior School:** A pupil who is moving from the Junior School to the Senior School may be required to show an ability to do so by passing an entrance examination or by undergoing some other assessment.
- d) **A-Level Courses:** It is assumed that a pupil will continue into the Sixth Form (and parents must in every case give a term's notice if that is not the pupil's and their intention) unless the pupil has been unable to satisfy the Sixth Form entry requirements.

4. Fees and Extras

- a) **Items Covered:** *Fees* cover the normal curriculum together with most books and stationery. Lunch charges (where applicable) are compulsory and are set out in the School's *Fees List*. Other items incurred by the School or the pupil may be charged as *Extras*. For the avoidance of doubt, public examination charges, the teaching of English as a foreign language and special needs support are not included within the fees and will be invoiced as extras. Extras may also include but are not limited to, uniform, school trips and sports equipment. The pupil is for these purposes agent of the parents. *Loss* of school books or equipment or *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 is due before the first day of term and must be paid by that date unless an

installment arrangement has been agreed in writing under clause 4 h). A pupil may be excluded from the School at any time when fees are unpaid after the school has given five working days' written notice of its intention to do so. And the pupil will be *deemed withdrawn* without notice 28 days after exclusion. (In such circumstances 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 (and lunch charges, where applicable) 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. Payment should be made by direct debit unless express written agreement to pay by cheque is given by the Finance Director. Payment by cash should only be in exceptional circumstances as the school insurance does not provide cover for large amounts of cash to be held on the premises.

- c) **Responsibility for payment:** Fees are the joint and several responsibility of each person who has signed the Acceptance Form or who has legal responsibility for the pupil for the pupil or has paid any fees or given instructions in relation to the pupil. The School may withhold any information or property while fees are unpaid. Where two, or more, persons have signed the acceptance form, one (or more) of them may withdraw from the contract with the school by submitting a term's notice providing they have obtained the prior written consent of both the school and the remaining parties to the contract.
- 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 Finance Director. The School reserves the right to refuse a 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 equivalent to Barclays Bank's base rate plus 4%, on the unpaid balance from the due date for payment until receipt of the full amount outstanding. It is agreed that all late payment charges should reflect the commercial rates that would be applied by a financial institution in a case of unauthorised or unsecured borrowing. Parents shall indemnify the Company against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred or sustained by the Company in recovering sums due in each case without prejudice to any other rights or remedies available to the Company. 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. Should a payment (be that by BACS, cheque or any other means) be returned by the payee's bank, the school reserves the right to charge a £10 administration fee towards the cost of dealing with the collection of the amount outstanding.
- f) **Awards:** Every award of a scholarship, bursary or company assisted place is subject to high standards of behaviour, attendance and work. The terms of the award and in particular the terms upon which benefits may become repayable are set out in the offer letter (where applicable) to parents.
- g) **Bursaries and Company Assisted Places:** These awards are made on the basis that the parents will, promptly on each request, make a full and sufficient disclosure of their means

supported by all necessary documentary evidence. A failure to do so may result in assistance being withdrawn or reclaimed and in that event parents will remain liable for the full amount of the fees.

- h) **Installment arrangements:** An agreement by the School at its absolute discretion 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 interest will start to accrue.
- i) **Moving to the next stage of Education:** Where there is selective entry to the next stage (such as transferring from the Junior to the Senior School, or progressing to the Sixth form) and a child does not meet the criteria, then no notice needs to be given of the parents' intent to remove the child at the end of the academic year in which the transfer to the next stage is due to take place. However, where a child does meet the criteria, parents must give the normal notice on or before the first day of the preceding term if they do not wish to take up the place. Failure to do so will incur fees in lieu of notice.

Credit Checks:

- j) The Company reserves the right to carry out credit checks on the person(s) responsible for the payment of fees where the fees become overdue in accordance with paragraph 4 (e).

5. Events Requiring Notice in Writing

a) 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, Head's secretary or the Finance Director at Central Office.. In all cases the school would expect parents to consult with the Head before giving notice to withdraw the pupil. No other notice will suffice. Notices must be hand delivered or sent by special or guaranteed delivery post to the school address. Hand delivered notices must be acknowledged by the school by the issuing of a signed and dated official receipt.

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

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

A **Term's Notice** means notice given before the first day of term and expiring at the end of term. **Half a Term's Notice** means notice given before the first day of term expiring at half term, or notice given before half term expiring at the end of 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 and not limited to the parental contribution in the case of a scholarship, bursary, assisted place or sibling discount.

- b) **Canceling Acceptance:** A term's fees (less deposit/s held) 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 full term's notice before entry will not have to pay fees in lieu but the deposit will be retained by the School. Cases of serious illness or genuine hardship may receive special consideration on written request.

- c) **Withdrawal from the School:** A term's 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 without reduction for financial assistance of any kind, unless the place can be filled immediately and without loss to the school. The pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the parents. The *School Year* is deemed to start on 1 September in each year. The main reason for these rules is to ensure that the School has sufficient notice with which to plan fee levels, other resources and the curriculum.
- d) **Discontinuing Extras:** Half a term's written notice is required to discontinue an extra (including lunches) or half a term's fees for the extra will be immediately payable in lieu as a debt.
- e) **Notice by the School:** The School may terminate this agreement on one term's written notice sent by ordinary post and otherwise under clauses 6 (a) and (b) below.

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 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 from the School and fees in lieu of notice will not be charged but all outstanding fees and extras will be payable in full.
- b) **Expulsion:** A pupil may be expelled at any time if the School, acting on the recommendation of 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 School and 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 notice will not be charged.
- c) **Discretion:** 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 School, acting on the recommendation 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.
- d) **Appeals:** In the event of expulsion or of a pupil's removal being required, the Head will advise parents of the procedure (of which copies are available on request) 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. **Boarding** (Where Applicable)

- a) **Medical Matters:** Each boarder, unless otherwise agreed by the Head, will be registered on the National Health Service list of the School Doctor and the School Dentist.
- b) **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 at any time require removal of the pupil, temporarily or permanently, from boarding in any of the circumstances described at clause 6(a) or (b) above. In that event, there will be no refund of fees for the balance of that term.
- c) **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.
- d) **Overseas Pupils:** For ease of administration, a deposit of one term's fees applicable to the pupil and in accordance with the *Fees List* is normally charged. The deposit will be repaid by means of a credit on the final extras account. Until credited, the deposit will form part of the general funds of the School and does attract (a payment of) interest by the school.
- e) **Fees in Lieu of Notice:** The fees in lieu rate for a boarder is the full rate of school and boarding rate applicable without reduction for any financial assistance if applicable.
- f) **Guardians:** When both parents reside outside the United Kingdom, legal responsibility for the pupil must be delegated to a suitable adult who has agreed to take full responsibility for the pupil when not at school and who can, if necessary, come to the School at short notice.

8. **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) **Leaving School Premises:** A pupil is required to have written permission before leaving school premises during the course of a school day. Boarding pupils are required to provide details of mode of travel and the address and a contact telephone number where the pupil can be contacted when not at school premises. The School is not, however, able to prevent a pupil leaving school premises in breach of School rules and is not legally entitled to do so in the case of a pupil aged 16+ or 18+.
- c) **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 legal responsibility for the pupil.
- d) **Absence of Parents:** When both parents will 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 legal responsibility for the pupil has been delegated *in loco parentis*.
- e) **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.

- f) **Pupils' Personal Property:** Pupils are responsible for the security and safe use of all personal property and 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 on to school premises which runs off mains electricity without the prior written permission of the Head.
- g) **Concerns/Complaints:** Parents who have cause for serious concern as to a matter of safety, care or quality of education must inform the Head without delay.
- h) **Progress Reports:** The School monitors each pupil's progress and parents will, from time to time, receive reports in writing and in discussion with staff.
- i) **Learning Difficulties:** Each pupil will be 'screened' for learning difficulties on entry to Key Stage 2 and, if required, at key stages thereafter. Parents will be notified if it appears that formal assessment by an educational psychologist is advisable or the pupil is falling behind with studies. A formal assessment can be arranged by the School at the parents' expense, or by the parents. Our staff are not however qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties. Parents will be asked to withdraw the pupil without being charged fees in lieu of notice if, in the opinion of the Head, the School cannot provide adequately for a pupil's special educational needs.
- j) **Biological Samples:** The Head may at any time when grounds for suspicion exist, require the pupil to give a biological sample under medical supervision to test for the use of illegal drugs or other substances damaging to health. A record of such sample will not form part of the pupil's permanent medical record.
- k) **Confidentiality:** The School will take care to preserve the confidentiality of information concerning the pupil and parents in accordance with Data Protection Legislation. The parents, however, consent on behalf of themselves and the pupil to the School (through the Head, as the person responsible) obtaining, holding, using and communicating to teachers and other employees of the Company 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, including a pupil aged 16 and over. 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.
- l) **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.
- m) **Intellectual Property:** The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of a pupil in conjunction with any member of staff of the School and/or other pupils at the School for a purpose associated with the School. Any use of any such

- n) intellectual property rights by a pupil is subject to the terms of a licence to be agreed prior to the use between the pupil, the pupil's parents and the School. The School will allow the pupil's role in creation/development of intellectual property rights to be acknowledged.
- o) **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 between 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.
- p) **School and Company Publications:** From time to time School and company publications will be produced to include newsletters, marketing material, web sites. Such publications may include images of pupils; pupils will not be identified by name. Consent for a pupil's image to be used in School and Company publications will be deemed to have been given unless parents write to the Head stating that they do not wish the image of their child to appear in any school publication.
- q) **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. They will not however, render the remaining terms and conditions void.
- r) **Interpretation:** These terms and conditions supersede those in the prospectus and 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.
- s) **Jurisdiction:** This contract was made at the School and is governed exclusively by English Law. A school operating under one DCSF number is defined a single entity for the purpose of these terms and conditions.

United Church Schools Trust: a company limited by guarantee
Registered in England No: 2780748
Registered Office: 23 Chapel Street, Titchmarsh, Kettering, Northamptonshire NN14 3DA
Registered Charity No: 1016538

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