



GLEBE HOUSE SCHOOL

Standard Terms and Conditions for Glebe House School

1. The School

a) **The School** is Glebe House School Trust Ltd. acting by the Governing Body as now or in the future constituted. It is assumed that a pupil will, subject to conduct and academic attainment, progress through the school and complete his/her preparation for Secondary schooling.

b) **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 of the School have been responsibly delegated.

c) **The Parent/s** are those who have parental responsibility and those reported to at clause 4 c of these 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 an environment in which pupils are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance, understanding and respect for 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 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 terms and conditions will be deemed assigned to the new entity. Parents would 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:**

We believe that these standard terms and conditions reflect the customs 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 stability, forward planning and the proper resourcing and development of the School. They also help 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 Scale of Fees List, as varied from time to time, is 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 safeguard and promote the pupil's welfare. Parents consent to such physical contact as may be lawful, appropriate and proper for teaching and to provide comfort to a pupil in distress or to maintain 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 a full part in the activities of the School, to attend punctually on each school day, to work hard, to be well behaved and to comply with the School Rules. All pupils will receive health 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 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 any quarantine regulations being enforced by the School at any 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 its 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 and 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 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.

3. Admission and Entry to the School / Registration:

Pupils will be considered as a candidate for admission and entry to the School when the Registration Form has been completed and returned to us. 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.

4. Fees and Extras

a) Items Covered:

Fees cover the normal curriculum together with most books, stationery and meals as applicable. Other items incurred by the School or the pupil may be charged as *Extras*. The pupil is for these purposes agent of the parents. 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 or on the first day of term. A pupil may be excluded 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 an 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 returned or waived for absence through sickness (though parents will have the option on fee accounts to accept or decline a

fees recovery scheme premium); 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 under the sole discretion of the Head.

c) 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.

d) Payment of Fees by a Third Party:

An agreement with a third party to pay the fees or any other sums due to the School does not release the 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 School reserves the right to make late payment charges composed of simple interest calculated on a daily basis at 2% above base rate, as published by Barclays Bank plc, 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. 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 rules in clauses 4 and 5 of these terms and conditions are intended to protect those parents who pay their fees on time and to safeguard the School against consequences of the defaults of others.

f) Payment Arrangements:

The School may have schemes in place, which allow parents to spread the cost of fees and extras or to pay a lump sum in advance. Parents wishing to discuss these options should contact 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 start to accrue.

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 received by the Head. No other notice will suffice. Notices must be hand-delivered or sent by 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 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.

b) Cancelling Acceptance:

A term's fees will be payable by the parents if, less than a term prior to the pupil joining the School, and for any reason, they cancel their acceptance of a place or the pupil does not join the School after a place has

been accepted. Cases of serious illness or genuine hardship may receive special consideration on written request.

c) Withdrawal from the School:

A terms notice must be given before a pupil is withdrawn from the School or a terms fees in lieu will be due and payable as a debt at the rate applicable on the date of the invoice whether or not the place can be filled. A 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 1st 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) Other Events Requiring Written Notice:

Half a terms notice is required to discontinue an extra, or half a terms fee for the extra will be payable in lieu as a debt. The School may terminate this agreement on one term's written notice sent by ordinary post and otherwise under clauses 6 a and 6b 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 Acceptance Deposit will be refunded or credited in the event of removal from the School and 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 fairly and in accordance with the procedures (if natural justice) will not expel a pupil other than for grave circumstances. There will be no refund of fees following expulsion (and all unpaid fees must be paid). The Acceptance Deposit will not be returned/credited; but fees in lieu of notice will not be charged.

c) Discretion of the 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 discretion of the Head and Governors. 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, which the Head has acquired during an investigation.

d) Review:

In the event of an 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. 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 and the School.

b) Leaving School Premises:

If a child needs to leave the school premises during the school day or parents wish a child to be absent, permission must be sought from the Headmaster by completion in advance of an absence form, available from the school office.

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 parental responsibility.

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 parental responsibility 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 finances 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 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 the school premises, which runs off main electricity without the prior written permission of the Head or Bursar.

g) Concerns/Complaints:

Parents, who have cause for serious concern as to the matter of safety, care or quality of education must inform the Head without delay.

h) 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. Parents will be notified if it appears that the pupil is falling behind with studies and the School will undertake to discuss with parents how we might help to facilitate the diagnosis of conditions such as those commonly referred to as dyslexia, dyscalculia, dyspraxia, 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. The school may provide, at extra cost, additional help for pupils that are deemed to require it.

i) Confidentiality:

Parents consent to the School communicating with any other school which the pupil attends or which a parent proposes that the pupil should attend about any matter concerning the pupil or about payment of fees, whether or not the information passing is in machine-readable form. In all other respects, the School will take care to preserve the confidentiality of information concerning the pupil and parents.

j) 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 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. Duplicate reports are normally sent to the parent who does not reside with the child, unless the school is specifically instructed otherwise.

k) Prospectus:

The prospectus describes the broad principles on which the School is presently running and gives an indication of its 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 given in the prospectus should seek written confirmation of that matter before entering this agreement.

l) 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.

m) 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.

n) Jurisdiction:

This contract was made at the school and is governed exclusively by English Law.

Terms and conditions September 2018

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