

STANDARD TERMS AND CONDITIONS

1. Hollygirt School

- a) **The School:** is Hollygirt School, a company limited by guarantee, 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 Year 11.
- 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 or the School have been responsibly delegated. In circumstances where the Head is unable to fulfil these duties, the Deputy Head or a member of the Senior Leadership Team will have authority to act on their behalf.
- c) **The Parent(s):** are those who have parental 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 and on the school website. 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 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 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 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 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 list 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.

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 19, 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. (Corporal punishment is *not* used.) 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.
- 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 (and will not, without the Head's prior written approval, be removed for family holidays during term time), will be punctual, will work hard, will be well behaved and will comply with the school rules about the wearing of uniform. All pupils will 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 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 school 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.
- 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. It is a condition of remaining at the school that parents and the pupil (including a pupil aged 16+) 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.
- 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. 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.

1. Admission and Entry to the School

- a) **The School: 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. A copy of the admissions policy is available on the school website under the About/Policies section. The school operates an equal opportunities policy.
- b) **Offer of a Place and Deposits:** If, in due course, a place is offered, the deposit will be payable when parents accept the offer by completing the Acceptance Form. Details of deposits are set out in the offer letter as varied from time to time. The deposit will be repaid without interest when a pupil leaves the school and when all amounts due to the school have been paid. 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 Prep School to the Senior School will automatically be offered a place unless in exceptional circumstances at the discretion of the Head.

4. Fees and Extras

- a) **Items Covered: Fees** cover the normal curriculum together with most books. Other items incurred by the school or the pupil including trips and visits, shall be deemed to be supplemental to items met by the fees and charged accordingly as 'extras'. Any additional charges incurred by the school in providing for the special educational needs of a pupil shall be charged as supplemental to the fees. 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 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) **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. Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the school by submitting a term's notice provided they have obtained the prior written consent of the remaining parent.
- 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 a payment from a third party. All such payments received are accepted in good faith.
- f) **Late Payment:** A late payment fee is added to all accounts not paid by the first day of term. The right is further reserved to charge all legal and other costs incurred 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 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) **Scholarships and Bursaries:** Every scholarship and bursary is subject to high standards of behaviour, attendance and work. The terms of a scholarship or bursary and in particular the terms upon which benefits may become repayable are set out in the offer letter (where applicable) to parents.
- h) **Instalment Arrangements:** An agreement by the school to accept payment of fees by direct debit or any other arrangement for payment of fees by instalments 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.

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 and Bursar. No other notice will suffice.**

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

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.

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 or assisted place.

- b) **Cancelling Acceptance:** A term's fees (less deposit 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 in writing 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. 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:** 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.
- 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 Permanent Exclusion 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 will be payable in full.
- b) **Permanent Exclusion:** A pupil may be excluded 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 notice will not be charged.
- c) **Discretion of the Head:** The decision to permanently exclude or suspend 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 permanently exclude or which the Head has acquired during an investigation.
- d) **Review:** In the event of permanent exclusion 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, permanently excluded, or suspended from 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 Headmistress, 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 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*.
- 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 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 or Bursar.
- f) **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. Further information can be found in the Complaints Policy on the school website under the About/Policies section.
- g) **Progress Reports:** The school monitors each pupil's progress and parents will receive a School Report at the end of the academic year.
- h) **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 can no longer provide adequately for a pupil's special educational needs due to an increase in level of need.
- i) **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. Such sample will not form part of the pupil's permanent medical record.
- j) **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 (through the Head, as the person responsible) 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, 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 digitally.
- k) **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. Where **all** those with parental responsibility agree in writing (or where there is a Court Order to this effect), duplicate reports will be sent to other/s with parental responsibility. In cases where fees are two terms in arrears, pupils may not continue to attend school until a suitable resolution is agreed. This may entail a year 11 pupil being unable to sit examinations at the school.
- l) **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 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.
- m) **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.
- n) **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.
- o) **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.
- p) **Jurisdiction:** This contract was made at the school and is governed exclusively by English Law.