

STANDARD TERMS AND CONDITIONS



1. THE SCHOOL

- a) **The School** is Hurst Lodge Limited 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, if a boy, complete Year 2 and, if a girl complete the Upper Sixth year (Year 13).
- b) **The Principal** is the person appointed by the School to be responsible for the pupil and includes those to whom any of the duties of the Principal or the School have been responsibly delegated and includes the School Medical Officer whenever appropriate.
- 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.
- d) **Our Aims:** We are committed to high standards of teaching and care and we welcome parental contact. The School aims to provide a structured, happy and secure environment where pupils are encouraged to develop at their own pace and prepare for a successful life in the modern world. Parents are expected to give their support and encouragement to these aims and to uphold and promote the good name of the School; to continue the pupil's education at home and to ensure that the pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.
- e) **Changes at the School:** The School is a constantly developing community of pupils, staff and parents. Most forward-looking and successful schools will initiate and respond to many changes over the years that the child is a pupil. 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 curriculum and the structure and composition of classes and the way the School is run, in its staff and pupil numbers, 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 inevitably 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 consulted and/or 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 Principal 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 Principal 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 (Corporal punishment is not used). Parents authorise the School to take the pupil off school premises on foot and by any appropriate means of transport, for curriculum visits and school sports fixtures. The Principal 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, traditional moral values, manners and good discipline. Parents agree 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. 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 Principal 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 Principal in writing if the pupil develops any known medical condition, health problem or allergy or will be unable to take part in physical activities or has been in contact with infectious diseases. The pupil must not be sent to school if unwell. There is a School Medical Officer and each boarding

pupil entering the School is required to have a medical examination. Those with parental responsibility are invited to be present. Parents must comply with the School Medical Officer's quarantine regulations as varied from time to time.

- d) **Conduct of the School:** The Principal 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 Principal 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 Principal 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+ and 18+) accept the school regime and the Rules (in so far as they are lawful and reasonable) as to appearance and dress and the rules of school discipline that apply from time to time.
- 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.

2. 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 us and the non-returnable registration fee paid. Admission and entry will be subject to the availability of a place and the pupil satisfying the admission requirements at the time. The School operates an equal opportunities policy.
- b) **Offer of a Place and Deposit:** If, in due course, a place is offered, 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. For ease of administration, the deposit required is higher for parents living overseas. Half the deposit will be repaid by means of a credit to the first term's fees, the other half will be returned, less any expenses incurred during the final term, after the pupil leaves the School; in both instances without interest. Until credited the deposit 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 will be required to show an ability to do so by completion of an entrance examination.
- d) **A-Level Courses:** It is assumed that a pupil will continue into the Sixth Form/Years 12 & 13 (and parents must in every case given 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 including class music, drama, dance and games together with most books and stationery, and lunch for full time pupils. 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 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. Money received from a parent for one pupil may be applied to any other account owed by the same parent. 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 at the sole discretion of the Principal.
- 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 knowingly 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 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.
- 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, 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 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.

- f) **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.

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, received and confirmed in writing by the Principal. No other notice will suffice. Notices must be hand delivered or sent by special 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 Principal.

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 or bursary.

- b) **Cancelling 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 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 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 Principal is of the opinion that the conduct or progress of the pupil has been unsatisfactory or if the pupil, in the judgement of the Principal, 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 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 Principal 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 Principal 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 Acceptance Deposit will not be returned/credited, but fees in lieu of notice will not be charged.

- c) **Discretion of Principal:** 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 Principal. 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 Principal has acquired during an investigation.

- d) **Review:** In the event of expulsion or of a pupil's removal being required, the Principal 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 Principal.

7. BOARDING

- a) **Medical Matters:** Each boarder, unless otherwise agreed by the Principal, will be registered on the National Health Service list of the School Medical Officer.
- b) **Weekly Boarding and Day Status:** A change from day to weekly 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 Principal 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) **Flexi Boarders:** It is assumed that students who flexi board will do so each term, a term's notice in writing is required to change to day status. The days on which boarding takes place will be assumed to remain consistent unless a term's notice is received in writing. Occasional boarding will be charged in arrears, but there is no guarantee of a boarding space in such circumstances.
- d) **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.
- e) **Fees in Lieu of Notice:** The fees in lieu rate for a boarder is the weekly boarding rate.
- f) **Guardians:** When both parents reside outside the United Kingdom, parental responsibility 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.

7. GENERAL CONDITIONS

- a) **Special Precautions:** The Principal needs to be aware of any matters that are relevant to the pupil's security and safety. The Principal 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. Any person may be excluded from school premises if the Principal, 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:** The School is not 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+.
- c) **Residence During Term Time:** The Principal 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 local parents.
- 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 on to school premises a mobile telephone or any item of equipment which runs off mains electricity without the prior written permission of the Principal or Bursar.
- g) **Concerns/Complaints:** Parents who have cause for serious concern as to a matter of safety, care or quality of education must inform the Principal without delay.
- h) **Progress Reports:** The School monitors each pupil's progress and each term parents will receive a formal profile of the pupil.
- i) **Learning Difficulties:** Pupils may be 'screened' for learning difficulties during their time at the School. 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 Principal, the School cannot provide adequately for a pupil's special educational needs.

- j) **Biological Samples:** The Principal 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.
- k) **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 Principal, as the person responsible) obtaining, holding, using and communicating, on a 'need-to-know' basis, confidential information which, in the opinion of the Principal, 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 Principal 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. Duplicate reports will not normally be sent.
- 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 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.
- n) **Prospectus:** The prospectus describes the broad principles on which the School is presently run and gives an indication of our 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.
- o) **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.
- p) **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.
- q) **Jurisdiction:** This contract was made at the School and is governed exclusively by English Law.