

Reddiford School
Independent Day School for Boys and Girls

Parent Contract

May 2011

Contents

Fees list	3
Registration form	4
Ethnicity form.....	8
Model letter of offer: a place at full fees.....	9
Acceptance form.....	10
Confidential information form.....	13
Terms and conditions	14
Data protection information notes.....	30

Fees list

Academic year [● 2011 - 2012]

Registration fee	
[The fee is non-refundable.]	£50 for each registration form completed
Deposits	
Please see the School's <i>Terms and Conditions</i> for information on how and when the Acceptance Deposit may be refunded	
Acceptance Deposit Payable by the parents of each pupil on acceptance of a place.	£300.00
Fees per term	
Nursery (all day)	£2280.00
Pre-Preparatory	£3000.00
Preparatory	£3075.00
Extras	
<i>Please contact the school office for costs of clubs, extended day, karate, mandarin, ballet etc.</i>	

Please see the School's *Terms and Conditions* for further information about the payment of Fees and Extras.

The School's *Terms and Conditions* are available on request from the School Office.

Registration form

Request for a place on the waiting list

Your child					
Surname of your child					
First names (Please underline the preferred name)					
Nationality		Date of birth		Religion	
Proposed term of entry: Autumn/Spring/Summer (please indicate)					
Year group: Nursery am/all day/Nursery Plus/Reception/Year1/Year2/Year3/Year4/Year5/Year6 (please indicate)					
Have you registered your child's name at any other school/s and if so, which?					
Father/legal guardian					
Title					
Full names					
Address (including postcode)					
Occupation					
Employer's business name and address					
Daytime telephone		Evening telephone			
E-mail address		Mobile telephone			

Mother/legal guardian			
Title			
Full names			
Address (including postcode)			
Occupation			
Employer's business name and address			
Daytime telephone		Evening telephone	
E-mail address		Mobile telephone	
Please mention here the names of any other members of the family attending the School or registered for entry; or any other connection with the School.			
Please say how you first heard of the School. Was it from:			
☉ Local Reputation	☉ Present School	☉ Friends	☉ Advertisement
☉ Website	☉ Other (Please give details)		
Please state the name and address of the present school (with dates of attendance):			
Name and address of school			
Dates of attendance			
Name of Head			

Please provide us with details of any medical condition, health problem or allergy affecting your child; any learning difficulty, disability, or special educational need of your child, as well as any behavioural, emotional and/or social difficulty of your child, using the attached Confidential Information Form (if applicable)

--

Please confirm whether your child will require sponsorship from the School in order to obtain a visa to study in the United Kingdom at this School

<input type="radio"/> Yes	<input type="radio"/> No
---------------------------	--------------------------

Notes

Early registration is recommended. Registrations will be considered in the order they are received. Offers of places are subject to availability and the admission requirements of the School at the time offers are made. A copy of the School's *Terms and Conditions* will be supplied on request.

Declaration

I/We request that the name of our above-named child be registered as a prospective pupil. I/We enclose the non-refundable Registration Fee of £50.00. I/We understand that the terms and conditions of the School will undergo reasonable changes from time to time as circumstances require and will apply in all our dealings with the School. I/We understand also that the School (through the Head, as the person responsible) may obtain, process and hold personal information about our child, including sensitive information such as medical details, and we consent to this for the purposes of assessment and, if a place is later offered, in order to safeguard and promote the welfare of the child.

	First signature	Second signature
Signature		
Title (eg Mr, Mrs, Ms)		
Name in full (please include all names)		
Date of birth		
Relationship to child		
Contact telephone number		
Address		
Postcode		
Date		

Ethnicity form

Our ethnic background describes how we think of ourselves. This may be based on many things, including, for example, our skin colour, language, culture, ancestry or family history. Ethnic background is not the same as nationality or country of birth.

Please study the list below and tick one box only to indicate the ethnic background of the child named in the Registration Form attached to this Form. Please also tick whether the form was filled in by a parent or the child.

Name of child		
White		
<input type="checkbox"/> British - English, Scottish or Welsh	<input type="checkbox"/> Irish	<input type="checkbox"/> Any other white background
Black or Black British:		
<input type="checkbox"/> Caribbean	<input type="checkbox"/> African	<input type="checkbox"/> Any other Black background
Chinese or other ethnic group		
<input type="checkbox"/> Chinese	<input type="checkbox"/> Any other ethnic group (please give details)	
Mixed race		
<input type="checkbox"/> White and Black Caribbean	<input type="checkbox"/> White and Black African	<input type="checkbox"/> White and Asian
<input type="checkbox"/> Any other mixed background		
Asian or Asian British		
<input type="checkbox"/> Indian	<input type="checkbox"/> Pakistani	<input type="checkbox"/> Bangladeshi
<input type="checkbox"/> Any other Asian background		
This information was provided by		
<input type="checkbox"/> Parent []	<input type="checkbox"/> Child []	

Please return the form to the School with your completed Registration Form

(Any information you provide will be used solely to compile statistics on diversity within the school. These statistics will not allow individual children to be identified).

Model letter of offer: a place at full fees

Dear Mr and Mrs []

The Offer of a Place

I am pleased to offer [● name of child] a place from next [● term and year].

I enclose an Acceptance Form with the current edition of the School's *Terms and Conditions* attached for you to read and keep. In order to accept the place please would you complete and sign the Acceptance Form (two signatures are required unless some other arrangement has been made with the School) and return it to me. Please first detach and keep the School's *Terms and Conditions*.

A Acceptance Deposit of £300.00 is payable when you return the Acceptance Form. For more details about the Acceptance Deposit and how it will be credited please refer to section 3 of the School's *Terms and Conditions*.

The place will be held open for a period of two weeks from today's date after which it may be offered to another family.

I look forward to [● name of child] joining the School. I feel certain [● he/she] will fit in well and benefit from the many opportunities we offer.

Yours sincerely

Admissions Secretary

Acceptance form

Child's full name			
Preferred name			
Date of birth		Date of entry	

I/We accept the place which has been offered to us for my / our child (named above), on the terms of the letter containing that Offer and the Terms and Conditions referred to in it.

Declarations by the Parents

I/We declare individually and jointly that:

- 1 **Terms and conditions:** Before signing this Acceptance Form I/we have read and understood and I/we agree to the School's *Terms and Conditions*, which will undergo reasonable change from time to time. I/We have retained a copy of the School's *Terms and Conditions* with our records.

- 2 **Disclosures:** I/We have already provided and will continue to provide details of any medical condition, health problem or allergy affecting my/our child; any learning difficulty, disability, or special educational need of my/our child, as well as any behavioural, emotional and/or social difficulty of my/our child (for example dyslexia, dyspraxia, attention deficit disorder, visual or hearing impairment or any condition requiring use of a wheelchair). I/We attach in confidence details of any relevant information received since my/our previous disclosure.

- 3 **Medical matters:** I/We attach in confidence all relevant information about any medical condition, health problem, or allergy which affects my/our child and/or which may prevent my/our child from taking a full part in the School's academic and games or sports curriculum and outdoor activities.

- 4 **Court orders:** Where I am/we are separated or divorced I/we have informed the School of this. I/we have also disclosed all court orders which have been made in relation to my/our child or either parent (including any court orders relating to financial matters). I/we will disclose any subsequent court orders to the School.

- 5 **Parental responsibility:** I/We both have parental responsibility (ie legal responsibility) for my/our child; I/we both agree that my/our child should attend the School and that no other person's consent is required.

- 6 **Current and previous schools:** I/We confirm that fees payable to my/our child's current and any previous schools have been paid or will be paid in full before my/our child enters the School. Except as disclosed in a confidential letter attached to this Acceptance Form, my/our child has not been withdrawn from or been asked to

leave another school as a result of misconduct and is not under investigation and has not been convicted of any criminal offence.

- 7 **Cancellation or withdrawal:** I/We will not cancel my/our acceptance of this place or withdraw my/our child from the School without first giving a full term's written notice or paying a full term's fees in lieu of notice in accordance with the School's *Terms and Conditions*. Please see Section 8 of the School's *Terms and Conditions* for further information about notice, cancellation and withdrawal.
- 8 **Confirmation of declarations:** I/We confirm that the declarations made on this Acceptance Form are true and that I/we have disclosed all information required in the declarations. I/we understand and agree that the School has the right to terminate this contract for educational services immediately if any declaration is found to be untrue.

Authorities given by the Parents

I/We give the following express authorities on behalf of myself/ourselves and (so far as I am/we are entitled to do so) on behalf of my/our child.

- 1 **Data protection:** I/We have read and agree to the *Data Protection Information Notes* attached to the School's *Terms and Conditions* and I/we consent to the School (through the Head as the person responsible) obtaining, using and holding personal data including sensitive personal data such as medical information, to be processed lawfully and fairly in accordance with the Data Protection Act 1998, for the purposes of safeguarding and promoting the welfare of my/our child and ensuring that all relevant legal obligations of the School and ourselves are complied with.
- 2 **School fees:** I/We consent to the School making enquiries of my/our child's current or previous schools for confirmation that all sums due and owing to such school[s] have been paid and I/we consent to your informing any other school or educational establishment to which I/we propose sending my/our child if any fees of this School are unpaid. I/We also consent to the School making reasonable enquiries about my/our financial means in appropriate circumstances.
- 3 **Educational visits and transport:** I/We consent to my/our child taking part in educational visits, including residential trips. I/we consent to my/our child being carried by public transport or school transport driven in a responsible manner by an adult who is suitably qualified and insured.

I/We enclose a cheque for £300.00 being the Acceptance Deposit which will be held without payment of interest in the general account of the School in accordance with the School's *Terms and Conditions* referred to above.

	First signature	Second signature
Signature		
Title (eg Mr, Mrs, Ms)		
Name in full (please include all names)		
Date of birth		
Relationship to child		
Contact telephone number		
Address		
Postcode		
Date		

Confidential information form

All information received in this form will be treated in confidence.

Child's full name	
Name of parent or guardian (1)	
Name of parent or guardian (2)	

Under the School's [● Disability Policy, and Special Educational Needs and Learning Difficulties Policy] you have the opportunity to disclose:

- any medical condition, health problem or allergy affecting your child
- any learning difficulty, disability, or special educational need of [● him/her], as well as any behavioural, emotional and/or social difficulty of [● him/her]

This will enable the School to consider any adjustments that it may need to make to assist your child to partake in the School's admissions procedure or when your [● she/he] enters the School.

Please provide us with as much detail as possible in the space below. Where possible, please provide any relevant documentation such as medical reports, assessments etc.

Reddiford School

Terms and conditions

1 Introduction

- 1.1 **Terms and conditions:** These terms and conditions reflect the custom and practice of independent schools for many generations and together with the letter of offer, Acceptance Form and Fees List they form the basis of a legally binding contract between the Parents and the School for the provision of educational services. These terms and conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of Reddiford School.
- 1.2 **Prospectus and website:** The School's prospectus and website are not contractual documents. Please see clause 11.5 below for further information.
- 1.3 **Fees and notice:** The rules concerning fees and notice are of particular importance and are set out at Section 8 and Section 9 below.
- 1.4 **Managing change:** Reddiford School, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. Please see Section 11 below for further details of the changes that may be made and the consultation and notice procedures that will apply.
- 1.5 **Documents referred to:** Before accepting the offer of a place, parents have an opportunity to see any of the documents referred to in these Terms and Conditions. The School website contains a number of policies and procedures which can be viewed by parents. Printed copies are available from the School on written request.

2 Terminology

- 2.1 **The School or We or Us:** means Reddiford School Trustee (a charitable company limited by guarantee) acting as sole corporate trustee of The Reddiford School Charitable Trust (a registered charity) as now or in the future constituted (and any successor).
- 2.2 **School Governors or Governing Body:** means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School.
- 2.3 **The Head:** means the Head of the School as appointed by the School Governors. The Head is responsible for the day-to-day running of the School.
- 2.4 **The Parents or You:** means any person who has signed the Acceptance Form and / or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Fees payable by a third party (for example, an employer, grandparent or step-parent without Parental Responsibility) will be

subject to a separate agreement between the School, the Parents and the third party. Please also see clause 9.3 and clause 11.6 below.

- 2.5 **Parental Responsibility:** Those who have Parental Responsibility (ie legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.
- 2.6 **The Pupil:** means the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with British custom.

3 Admission and entry to the School

- 3.1 **Registration and admission:** Applicants 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 will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time. **Admission** occurs when the Parents accept the offer of a place. **Entry** occurs on the date when the Pupil attends the School for the first time under these terms and conditions.
- 3.2 **Equality:** The School is a mainstream school for boys and girls aged from 3 to 11 years. The School has a Christian ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, we can cater adequately.
- 3.3 Although open to all faiths, Parents undertake to accept the Christian ethos of the school in its entirety. This would include attendance at Pinner Parish Church for Christian or school celebrations and support of the school RE curriculum and Policy.

Although Reddiford school holidays are set by the Christian calendar, we acknowledge Parents' wish to observe their own religious festivals. This will, however, not alter the Fees structure and Fees will be payable in accordance with the provisions in Section 9 below.

- 3.4 **Offer of a place and deposit:** A deposit (**Acceptance Deposit**) as shown on the Fees List for the relevant year will be payable when parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these Terms and Conditions or unless the Parents wish to donate the Acceptance Deposit to the School's Bursary Foundation.

If a child leaves Reddiford School, to move to a non fee paying school, before the end of year six, having given the proper notice, the school would refund the deposit upon validation. Please refer to the Bursar with enquiries of this nature.

4 Pastoral Care

- 4.1 **The School's commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.
- 4.2 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the School must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure can be supplied on request. See also clause 7.18 below.
- 4.3 **Pupil's rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with both natural or adoptive parents. If a conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.
- 4.4 **Head's authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare. Please see Section 5 below.
- 4.5 **Ethos:** The ethos of the School is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and the Parents and we expect the same of the Pupil and the Parents in relation to the School or its staff, maintaining a courteous and constructive relationship at all times. The School expects co-operation from the Parents, in particular by: fulfilling their own obligations under these terms and conditions; encouraging the Pupil in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect the Pupil; and attending meetings and otherwise keeping in touch with the School where the Pupil's interests so require.
- 4.6 **Physical contact:** The Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to the Pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare. The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

- 4.7 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:
- 4.7.1 any known medical condition, health problem or allergy affecting the Pupil;
 - 4.7.2 any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family;
 - 4.7.3 any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Pupil;
 - 4.7.4 any family circumstances or court order which might affect the Pupil's welfare or happiness;
 - 4.7.5 any concerns about the Pupil's safety;
 - 4.7.6 any change in the financial circumstances of the Parents in receipt of a bursary from the School.
- 4.8 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights to confidentiality, and to impart confidential information on a "*need to know*" basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's e-mail communications and internet use.
- 4.9 **Special precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. Parents 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 any other member of the School community.
- 4.10 **Leaving School premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours.
- 4.11 We cannot accept any responsibility for the welfare of Pupils while off the School premises, including where he/she leaves the School premises in breach of School rules or regulations, unless he/she is taking part in a School activity or otherwise under the supervision of a member of the School staff.
- 4.12 **Residence during term time:** The Pupil is required during term time and at weekends and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. The Head must be notified in writing immediately if the Pupil will be residing during term time under the care of someone other than the Parents.
- 4.13 **Communication with parents:** Communication from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received

from both Parents. This does not apply to the cancellation of a place or the withdrawal of the Pupil from the School. Any notice of cancellation or notice of withdrawal of the Pupil shall be made by both Parents.

- 4.14 **Absence of parents:** When both Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer, the Head must be told in writing the name, address and telephone number for 24 hour contact with the adult who will have the care of the Pupil.
- 4.15 **Photographs or images:** It is the custom and practice of most independent schools, and of this School, to include some photographs or images of pupils in the School's promotional material such as the prospectus and the website. We would not disclose the home address of the Pupil without the Parents' consent. If the Parents do not want the Pupil's photograph or image to appear in any of the School's promotional material they must make sure the Pupil knows this and must write immediately to the Head requesting an acknowledgement of their letter.
- 4.16 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 4.17 **Parking:** The Parents are expected to park responsibly at all times when near to the school with the safety of all children being paramount.
- 4.18 **Pupil's personal property:** The Pupil is responsible for the security and safe use of all his/her personal property including money, mobile phones, watches, computers, musical instruments and sports equipment, and for property lent to them by the School.
- 4.19 **Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.
- 4.20 **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

5 Health and medical matters

- 5.1 **Medical declaration:** Before the Pupil enters the School the Parents will be asked to complete a Confidential Information Form concerning the Pupil's health and must inform the Head 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 anyone with an infectious or contagious disease.
- 5.2 Whilst the School undertakes to do everything reasonable to ensure the safety of Pupils in the School, the School reflects the community in which we live and we therefore cannot guarantee that the School environment is allergy free.

- 5.3 **Medical care:** The Parents must comply with the School Office's recommendations which may include a reasonable decision to release the Pupil home when he/she is unwell.
- 5.4 **Pupil's health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it necessary as a matter of professional judgement in the interests of the Pupil and/or the School community. The Pupil if of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.
- 5.5 **Medical information:** Throughout the Pupil's time as a member of the School, the School shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, "*need to know*" basis.
- 5.6 **Emergency medical treatment:** The Parents authorise the Head to consent on their behalf to the Pupil receiving emergency medical treatment including blood transfusions and dental treatment within the United Kingdom, general anaesthetic and operations performed by the National Health Service or at a private hospital and where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

6 Educational matters

- 6.1 **Provision of education:** Within the published range of the School's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances.
- 6.2 **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's teacher, as soon as possible. They should then follow the 'order of contact' provided to parents at the 'meet the teacher' meeting.
- 6.3 **Progress reports:** The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of full written reports and parent consultation parents meetings.
- 6.4 **Sex education:** The Pupil will receive health and life skills education appropriate to his / her age in accordance with the curriculum from time to time unless the Parents

have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.

- 6.5 **Public examinations:** The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of his/her professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from his/her teachers.
- 6.6 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examination, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- 6.7 **Learning difficulties:** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The School staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- 6.8 **Screening for learning difficulties:** The screening tests available to Schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves. The School will then act on the strategy suggested by these specialists.
- 6.9 **Information about learning difficulties:** The Parents shall notify the Head when completing the School's Confidential Information Form and subsequently in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching.
- 6.10 **Moving up the School:** It is assumed that if the Pupil satisfies the relevant criteria at the time he / she will progress through the School and will ultimately complete Year 6. The Parents must give a term's notice in writing (ie before the start of the Summer Term) in accordance with the Provisions about notice in Section 8 below if they do not intend the Pupil to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.
- 6.11 **School's intellectual property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark (**intellectual property**) arising as a result of the actions or work of the Pupil in conjunction with

any member of staff and/or other pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in the creation / development of intellectual property.

- 6.12 **Pupil's original work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, practical work and computer generated material, belongs to the Pupil. Most such work will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work on School premises until, in our professional judgement, it is appropriate to release the work to the Pupil. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head or staff.
- 6.13 **Educational visits:** A variety of educational visits will be provided for the Pupil. The cost of some educational visits will be charged as an extra and added to the bill. The Parents' will be informed of the charge prior to the trip. Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with the Parents and the cost of the trip will be payable in advance. The Pupil is subject to School discipline in all respects whilst engaged in a School trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill.

7 Behaviour and discipline

- 7.1 **School regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.
- 7.2 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The 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 and general appearance as outlined in the uniform list and in accordance with Health and Safety Policies.
- 7.3 **Absence:** The School must be informed in writing of any reason for the Pupil's absence from School. Wherever possible the Head Teacher's prior consent should be sought for the Pupil's absence from the School.
- 7.4 **School rules:** The School Rules which apply are set out in the Parent and Pupils code of conduct and other documents published from time to time. The Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place and it is a condition of remaining at the School that Pupils and Parents comply with these Codes of Practice as amended from time to time.

- 7.5 **School discipline:** The Parents accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's Behaviour Policy which is current at the time applies to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.
- 7.6 **Investigative action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by the Parents, education guardian or a teacher of the Pupil's choice.
- 7.7 **Procedural fairness:** Investigation of a complaint which could lead to permanent exclusion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of the Parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.
- 7.8 **Divulging information:** Except as required by law, the School and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.
- 7.9 **Sanctions:** The School's current policies on sanctions are available to the Parents on request before they accept the offer of a place. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School, detention for a reasonable period, withdrawal of privileges or suspension, or alternatively being removed or expelled.
- 7.10 **Definitions of sanctions:** In this Section of these Terms and Conditions:
- Suspension:** means that the Pupil is sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or pending an appeal to the Governors.
- Permanent exclusion:** means that the pupil is required to leave permanently in circumstances described in clause 7.11.
- Removal:** means the permanent removal of the Pupil from the School is required in circumstances described in clause 7.13.

- 7.11 **Permanent Exclusion:** The Pupil may be permanently excluded from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of discipline or a serious criminal offence. Permanent exclusion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision to expel shall be subject to an appeal to the Governors if requested by the Parents. The Parents will be given a copy of this procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the appeal. See clause 7.16 and clause 7.17.
- 7.12 **Fees after permanent exclusion:** If the Pupil is permanently excluded, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms, but the will be refunded without interest less any sums owing to the School. There will be no charge to Fees in lieu of notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.
- 7.13 **Removal in other circumstances:** The Parents may be required to remove the Pupil permanently from the School if, after consultation with the Parents and if appropriate the Pupil, the Head is of the opinion that:
- 7.13.1 by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School; or
- 7.13.2 the Parents have treated the School or members of its staff unreasonably; which will include verbal or physical abuse towards employees;
- then in these circumstances, and at the sole discretion of the Head, withdrawal of the Pupil by the Parents may be permitted as an alternative to removal being required.
- The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and the Parents as well as those of the School. The Head's decision to require the Removal of the Pupil shall be subject to an appeal to the Governors if requested by the Parents. The Parents will be given a copy of the procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the appeal. See clause 7.16 and clause 7.17.
- 7.14 **Fees following removal:** If the Pupil is removed or withdrawn in the circumstances described in clause 7.13 above, the provisions relating to Fees shall be as set out in clause 7.12 save that the Acceptance Deposit will be refunded without interest less any sums owing to the School.
- 7.15 **Leaving status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after permanent exclusion or removal or withdrawal.
- 7.16 **Appeal to Governors:** The Parents may appeal to the Governors about a decision to expel or require the removal of the Pupil from the School (but not a decision to suspend the Pupil unless the suspension is for 11 School days or more, or would

prevent the Pupil taking a public examination). The request shall be made as soon as possible and in any event within seven days of the Head's decision being notified to the Parents. The Parents will be entitled to know the names of the Governors who make up the review panel and may ask for the appointment of an independent panel member nominated by the School and approved by the Parents, such approval not to be unreasonably withheld.

- 7.17 **Appeal procedure:** The Head will advise the Parents of the procedure (current at that time) under which this shall be conducted by a panel of three Governors (including an independent member if requested). If the Parents appeal, the Pupil will be suspended from School until the procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head. The appeal will be conducted under fair procedures in accordance with the requirements of natural justice.
- 7.18 **Complaints procedures:** A complaint about any matter of School policy or administration not involving a Permanent Exclusion or Removal of the Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

8 Provisions about notice

- 8.1 **Term:** means the period between and including the first and last days of the relevant school term.
- 8.2 **Notice:** means (unless the contrary is stated in these terms and conditions) a term's written notice given by all who have signed the Acceptance Form before the first day of term addressed to and received by the Head personally or the Bursar on the Head's behalf. It is expected that the Parents will consult with the Head before giving Notice to withdraw the Pupil.
- 8.3 **A term's written notice:** means Notice given before the first day of a term and expiring at the end of that term. A Term's Written Notice must be given if the Parents wish to cancel a place after acceptance, or if the Parents wish to withdraw the Pupil who has entered the School; or the Pupil wishes to discontinue extra tuition. This notice period rule, is subject to compliance on all occasions.
- 8.4 **Provisional notice:** is valid only for the term in which it is given and only when written and accepted in writing by the Head personally or the Bursar on the Head's behalf.
- 8.5 **Fees in lieu of notice:** in circumstances where the Parents have not given a Term's Written Notice, Fees in lieu of notice means Fees in full at the rate applicable for the next term following withdrawal. One Term's Fees in lieu of notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.

- 8.6 **Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the pupil enters the School or where the Pupil does not enter the School. Please see clause 3.1 for details of when entry to the School occurs.
- 8.7 **Cancelling acceptance:** The cancellation of a place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is fees for between one and five years. Nonetheless, the School agrees to limit the Parent's liability to:
- 8.7.1 a full Term's Fees at the rate payable for the term of entry, less the Acceptance Deposit, payable as a debt if less than a Term's Written Notice of cancellation has been given; or
- 8.7.2 the Acceptance Deposit if more than a Term's Written Notice has been given. Cases of serious illness or genuine hardship may receive special consideration on written request.
- 8.8 **Cancelling a place offered in the term before entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the Acceptance Form. The Acceptance Deposit will be then be retained by the School. If the Parents give notice of cancellation after this date or give no notice of cancellation they will incur a liability to pay one Term's Fees in lieu of notice (less the Acceptance Deposit if held by the School). This notice period rule, is subject to compliance on all occasions.
- 8.9 **Withdrawal:** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice required under these terms and conditions at any time after the Pupil has entered the School. Please see clause 3.1 for details of when Entry to the School occurs. Please see also clause 8.10 and clause 9.5.
- 8.10 **Withdrawal by the Parents:** If the Pupil is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 9.5, Fees in lieu of notice less the Acceptance Deposit will be immediately due and payable as a debt.
- 8.11 **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Head or with the Head's authorised deputy before Notice of Withdrawal is given by the Parents.
- 8.12 **Discontinuing extra tuition:** A Term's Written Notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.
- 8.13 **Termination by the School:** The School may terminate this agreement on one full Term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the Parents and also the

Pupil (if of sufficient maturity and understanding). The Acceptance Deposit will be refunded without interest less any outstanding balance of Fees.

9 Fees

9.1 **Fees:** may include alone or in combination any of the Registration Fee, the Acceptance Deposit, tuition fees, fees for extra tuition, other extras such as house charges, clothing and equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, or damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) or late payment charges if incurred.

9.2 **Payment of fees:** The Parents undertake to pay the Fees applicable to each Term directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the School term to which they relate. If an item on the bill is under query, the balance of the bill must be paid.

9.3 **Payment of fees by a third party:** An agreement with a third party (such as an employer, grandparent or step-parent without parental responsibility) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of 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.

9.4 **Refund or waiver:** Fees will not be refunded or waived if:

9.4.1 the Pupil is absent through illness; or

9.4.2 a Term is shortened or a vacation extended; or

9.4.3 the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or

9.4.4 the School is temporarily closed due to adverse weather conditions; or

9.4.5 for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship; or

9.4.6 there is a legal liability under a court order or under the provisions of this agreement to make a refund.

See also Section 10 for information about events beyond the control of the parties.

9.5 **Exclusion for non-payment:** The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment. If the Pupil is excluded for a period of 28 days, he/she will be deemed withdrawn without Notice and a Term's Fees in lieu of notice will be payable in accordance with Section 8. Exclusion

in these circumstances is not a disciplinary matter and the right to an appeal to the Governors will not normally arise. The School may withhold any information, character references or property while Fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil

- 9.6 **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 5% per month accruing on a daily basis, chargeable after 31 days of the invoice due date. The Parents shall also be liable to pay all costs, fees and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees.
- 9.7 **Part payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.
- 9.8 **Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of the Parents.
- 9.9 **Instalment arrangements:** An agreement by the School to accept payment of current and / or past and /or future Fees by instalments can be arranged through School Fee Plan. Please contact the bursar for details and a leaflet.
- 9.10 **Composition schemes:** An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.
- 9.11 **Fees increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase they may give to the School written notice of withdrawal of the Pupil within 21 days and will not be liable to pay Fees in Lieu of Notice. The Acceptance Deposit will be refunded without interest less any sums owing to the School.
- 9.12 **Information about fees:** The Parents consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.
- 9.13 **Money laundering:** The School may need to obtain satisfactory evidence such as sight of a passport of the identity of a person who is paying Fees.

10 Events beyond the control of the parties

- 10.1 **Force majeure:** An event beyond the reasonable control of the parties to this agreement is a **Force Majeure Event** and shall include such events as an act of God,

fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

- 10.2 **Notification:** If either party to this agreement is prevented from or delayed in carrying out its obligations under this agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 10.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 above shall notify the other of the steps to be taken to ensure performance of this agreement.
- 10.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 10.2 may terminate this agreement by providing at least three working days' notice in writing to the other party.

11 General contractual matters

- 11.1 **Data protection:** By signing the Acceptance Form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and so far as they are able on behalf of the Pupil authorise the School to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the School.
- 11.2 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and procedures, the disciplinary framework, and the length of School Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.
- 11.3 **Consumer protection:** Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words 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.
- 11.4 **Consultation:** It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and where possible given at least a Term's notice in writing of:

11.4.1 a change of policy; or

- 11.4.2 a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or
- 11.4.3 a change of ownership of the School.
- 11.5 **Representations:** The School's prospectus and website describe the broad principles on which the School is operated and gives an indication of its history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the School. If the Parents wish to place specific reliance on a matter contained in the prospectus, website, or a statement made by a member of staff or a pupil during the course of a visit to the School or during a meeting relating to an application for a place should seek written confirmation of that matter before entering into this agreement.
- 11.6 **Third party rights:** Only the School and the Parents are parties to this agreement. Neither the Pupil nor any third party is a party to it. No person other than a party to this agreement shall have any rights to enforce any term of this agreement.
- 11.7 **Interpretation:** These terms and conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.
- 11.8 **Jurisdiction:** This agreement was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Reddiford School Trustee as sole corporate trustee of The Reddiford School Charitable Trust
Registered Charity No: 312641

Data protection information notes

- 1 The School holds information about you and your child including exam results, parent and guardian contact details and financial information and details of medical conditions. This information is kept electronically on the School's information management system or manually in indexed filing systems.
- 2 These notes refer to the **processing** of information. Processing is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.
- 3 The School processes information about you and your child in order to safeguard and promote the welfare of your child, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which your child may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and/or the School processing financial information obtained from you or from third parties such as credit reference agencies.
- 4 The School may process different types of information about your child for the purposes set out above. That information may include:
 - 4.1 medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your child;
 - 4.2 personal details such as home address, date of birth and next of kin;
 - 4.3 information concerning your child's performance at School, including discipline record, School reports and examination reports;
 - 4.4 financial information including information about the payment of fees at this School or any other school.
- 5 Where in the professional opinion of the Head it is deemed necessary we may share information with certain third parties.
- 6 If the School enters into a separate arrangement for the payment of fees, we may, in order to verify your identity and so that we can assess your application for credit, search the files of any licensed credit reference agency who will keep a record of that search and details about your application. This record will be seen by other organisations which make searches about you. Failure to supply information may result in a refusal of credit.