

**Terms & Conditions**  
**Between Parents and The School**  
(Part of The Parent Contract)

**1. Definitions**

- (a) In these terms and conditions

"Acceptance Form" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"child" means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

"the Complaints Procedure" is the School's procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School;

"deposit" means the sum set out in the Schedule of Fees;

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

"Head" means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"School Rules" means the rules of the School, a copy of the current version of which is provided to each child on entry and is sent to parents with the letter offering a place at the School, as those rules may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. Parents will be given notice of such amendments;

"term" means a term of the School as notified to parents from time to time;

"a term's notice" means notice given not later than the first day of the term preceding the term to which the notice relates;

"terms and conditions" means these terms and conditions as amended from time to time;

"we" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires;

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or a person who with the School's written consent replaces a person who has signed the Acceptance Form.

- (b) The Acceptance Form, the Schedule of Fees, the School Rules, the Complaints Procedure and these terms and conditions constitute the terms of a contract between you and Westonbirt School / Querns Westonbirt School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

**2. Acceptance and Deposit**

- (a) An offer of a place for your child at the School is accepted by your completing the Acceptance Form and paying the deposit.

- (b) The deposit is not refundable if your child does not take up a place at the School (except where the School fills the vacancy created by your child's withdrawal, in which case the School shall refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs). The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.
- (c) A reference for good conduct and confirming academic ability from the pupil's last school is required before admission.

### **3. School Fees**

- (a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.
- (b) Any extra-curricular activities such as private music lessons, trips and visits in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees. Where the cost of an activity/event exceeds £200, a non-refundable deposit may be charged.
- (c) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.
- (d) 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 both the School and the remaining parent.
- (e) If your child has been awarded a scholarship or bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If, within 14 days following the withdrawal of a scholarship or bursary, a child is withdrawn from the School, no fees in lieu of notice will be payable.
- (f) Each invoice must be paid either in full before the first day of term or, if fees are paid by direct debit, in nine instalments in August, September, October, December, January, February, March, April and May, (each instalment being due on the first working day of each month).
- (g) We reserve the right to refuse to allow your child to attend the School or sit examinations, or to withhold any references, while fees remain unpaid or there is a persistent default in relation to supplemental charges. In the event that fees are not paid on time may, the school reserves the right to withdraw sibling discounts, exhibitions, scholarships and bursaries. We may make charge interest of 2 per cent per month on late payments. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.
- (h) The fees will be reviewed annually and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will be sent to you prior to the end of the penultimate term before the increase is to take effect.

- (i) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. It is strongly recommended that parents take out school fees insurance cover to protect against this possibility. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.

#### **4. Notice Requirements**

- (a) If you wish to:

- (i) withdraw your child from the School (other than at the normal leaving date); or
- (ii) change your child's place at the School from a boarding to a day place,

you shall either give a term's notice to that effect or shall pay to the School a term's fees or, as the case may be, the difference between the boarding and the day fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

- (b) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a half term's notice to that effect or shall pay to the School a half term's charges for the activity in which your child has ceased to participate.
- (c) The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

#### **5. School Rules**

- (a) It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time.
- (b) The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules.
- (c) The School reserves the right, subject to applicable Data Protection Act legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.
- (d) It should be fully understood by parents and guardians of applicants for admission to the School that pupils are required to attend School prayers and also regular classes in the School, including those in religious education.

#### **6. Disciplinary Procedures**

- (a) The Head may at her discretion require you to remove or may suspend or expel your child from the School if she considers that your child's attendance, progress or behaviour, (including behaviour outside school), is seriously unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.
- (b) The Head may at her discretion require you to remove or may suspend or expel your child if the behaviour of you or either of you is in the opinion of the Head unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.

- (c) Should the Head exercise her right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.
- (d) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- (e) The review of serious disciplinary matters is governed by the Complaints Procedure.

#### **7. The School's Obligations**

- (a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her secondary schooling. However, the School shall not be obliged to permit your child to enter the sixth form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the sixth form after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form conditional upon the results of such examinations.
- (b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.
- (c) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- (d) We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (e) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment, including anaesthetic or operation, recommended by a doctor.
- (f) Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of publishing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum, and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. We will give parents notice of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.
- (g) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but

we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.

- (h) Religious observance at the School shall be conducted in accordance with the School Rules.

#### **8. The Parents' Obligations**

- (a) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.
- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (c) The School will be entitled, unless notified otherwise, to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of both such persons. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to both of them.
- (d) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (e) We cannot accept any responsibility for the welfare of your child while off the School premises unless she is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- (f) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.

#### **9. Insurance**

You must make your own insurance arrangements if you require cover for your child's person or property while at School. Your child is included in a personal accident insurance scheme, the charge for which is added to the Fees, unless you instruct the School to withdraw her from the scheme.

#### **10. Confidentiality and References**

- (a) You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- (b) You consent to us making use of information relating to your child whilst she is at the School and after she has left for the purposes of managing relationships between the School and current pupils, providing references and communicating with the body of former pupils.

- (c) From time to time photographs will be taken within the School for marketing and other internal and external purposes. It will be assumed that the pupil and her parents consent to her inclusion in these photographs, unless the marketing director is notified to the contrary in writing.

**11. Intellectual Property Rights**

We shall recognise any intellectual property rights vested in your child.

**12. Changes in Ownership**

For the purposes of constitutional changes to the School or amalgamation, we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate, we will inform and consult with all parents in relation to such changes.

**13. Communications**

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications, including notices, will be sent by the School to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

**14. Interpretation**

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

**15. Jurisdiction and Governing Law**

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

**16. Variations**

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

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Enclosures (to complete the Parent Contract):

The Acceptance Form

The School Rules

Parent Complaints Procedure

Schedule of Fees