

Beachborough



We/I* hereby accept the offer of a place at Beachborough School for

with effect from

and enclose a cheque for £500 as a deposit.

We/I acknowledge and agree that the terms and conditions attached to this Form of Acceptance as varied from time to time form part of the contract between us/me and the School. In particular, we/I agree to pay the fees and supplemental charges when due.

Before signing this Form of Acceptance, you should read the Code of Conduct enclosed and draw it to the attention of your child.

We/I acknowledge receipt of a copy of the current School Code of Conduct. We/I agree that we/I and our/my child shall observe and be bound by the Code of Conduct as varied from time to time.

Signed by: _____
Parent/Guardian* Date

Signed by: _____
Parent/Guardian* Date

*Please delete as appropriate

(NB: Each person with parental responsibility for the child is required to sign this Acceptance Form.)

The green copy of this form and the deposit payable to Beachborough School should be returned to the Registrar. The white copy should be retained by the Parent/Guardian

Terms and Conditions

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.

“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;

“Code of Conduct” 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, this also applies to the term prior to the child joining the School;

“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 it’s 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 Code of Conduct, the Complaints Procedure and these terms and conditions constitute the terms of a contract between you and Beachborough 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 completion of the Acceptance Form and paying the deposit.

(b) The deposit is non refundable if your child does not take up a place at the School. Acceptance of this fee by the school guarantees that a place will be available. £300 of this deposit will be credited against the first term’s fees whilst the remaining £200 is returnable as a credit in the child’s final term’s account, or it can be donated to the School’s Bursary Fund.

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 school trips essential to the curriculum, shall be met by the fees unless otherwise notified by the School.
- (b) Any co-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 shall be charged as supplemental to the fees.
- (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) Each invoice must be paid in full on or before the first day of term. Accounts outstanding after the due date will be subject to a surcharge of 2.5% per week.
- (e) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees remain unpaid or there is a persistent default in relation to supplemental charges. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.
- (f) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. In any event we shall give you notice of any such increase not later than the final day of the preceding term.
- (g) Fees and any prepaid supplement charges will not normally be reduced as a result of absence due to illness or otherwise.

4. Notice Requirements

- (a) Once you have signed this Acceptance Form your child will be registered on the school list and if you wish to withdraw your child from the School list (other than at the normal leaving date) you shall either give a term's notice to that effect or shall pay to the School a term's 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 Code of Conduct as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- (b) The School has a drugs policy appropriate to the age of the children which will be applied where deemed necessary.
- (c) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School policy.

6. Disciplinary Procedures

- (a) The Headmaster may in his discretion require you to remove or may suspend or expel your child from the School if he considers that your child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Headmaster the removal is in the School's best interests or those of your child or other children.
- (b) The Headmaster may in his 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 Headmaster 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 his 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.

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 Preparatory schooling.
- (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 shall 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. You will be asked to sign a consent form to this effect.
- (f) Our prospectus and website describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. 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 shall 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 School policy.

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 Headmaster 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 he/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.

9. Insurance

You must make your own insurance arrangements if you require cover for your child's person or property while at School.

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 shall take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/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 he or she is at the School and after he or 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.

11. Intellectual Property Rights

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

12. Changes in Ownership, etc

For the purpose 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 shall 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 Headmaster 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.

17. Equal Opportunities

Beachborough School is an equal opportunities school. In order to promote an environment within which the School can call upon the widest possible range of knowledge, skill and experience, as well as ensuring compliance with the relevant legislation and codes of practice, we are committed to achieving and maintaining a teacher and pupil base which represents the population within our area in terms of race or colour, nationality or national or ethnic origins, sex or marital status and (where practicable) disability.