



Beachborough School Trust Limited

Parent Contract

Independent Day & Boarding School

Effective from June 2018

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Beachborough School Trust Limited - Fees list - academic year 2018/2019

Registration fee	
The Registration fee is non-refundable.	£50
Acceptance Deposit	
Please see the Beachborough School's <i>Terms and Conditions</i> for information on how and when the Acceptance Deposit may be refunded	
Payable by the parents of each pupil on acceptance of a place.	£500 or £200 for those in receipt of EEF
Tuition Fees per term	
3 and 4 year old children will receive Early Education Funding at their qualifying date (max 15 hours per week). Aftercare for Nursery/Kindergarten is charged at £5.10 for each of the following sessions 3.30pm - 4.30pm, 4.30pm - 5pm, 5pm – 6pm.	
Nursery/Kindergarten (minimum of 2 sessions)	£301 (1 session) £3,010 (10 sessions)
Pre-Prep	£3,576
Forms III & IV	£5,150
Forms V to VIII	£5,615
Boarding fees per night (2018/2019)	
More than 1 night booked per week	£35 per night
1 night booked per week	£37 per night
Extras	
<i>Items not included in the fees: School uniform and PE/Games kit, certain residential trips, music lessons, external examinations and certain voluntary co-curricular activities and other sundry items agreed in advance.</i>	
<p>Music Lessons: £236 for ten lessons Shared Music Lessons: £118 for ten lessons Hire of Instrument: £30 - £35 per term (depending on instrument hired) <i>Half a term's notice is required for music and clubs.</i></p>	

Please see the Beachborough School *Terms and Conditions* for further information about the payment of Fees. Copies of these, along with the current year fee schedule are available on the school website or by contacting the school.

Beachborough School Trust Limited

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, Condition of Bursary Award (if applicable), the Acceptance Form and the Fees List 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 subject to revision from time to time and are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of Beachborough School.
- 1.2 **Variations:** these terms and conditions, the Conditions of Award (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School.
- 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:** Beachborough School, as with any other school, is likely to undergo a number of changes during the time your child is a pupil. 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's websites contain a number of policies and procedures which can be viewed by parents. Printed copies are available from the relevant School on written request.

2 Terminology

- 2.1 **Trust or We or Us:** means the Trustees of Beachborough School Trust Limited as now or in the future constituted (and any successor).
- 2.2 **School:** means Beachborough School - a day and boarding school for boys and girls aged 2 ½ - 13 years.
- 2.3 **Board of Governors or Governing Body:** means the Governors of the School who are appointed from time to time under the terms of the governing instruments of the Trust and who are responsible for governance of the School.
- 2.4 **Head:** means the Head of the School as appointed by the Trustees of the Trust. The Head is responsible for the day-to-day running of the School.
- 2.5 **Parents or You:** means any person who has signed the Acceptance Form and / or who has accepted responsibility for a child's attendance at the 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 or third party credit provider) will be subject to a

separate agreement between the Trust, the Parents and the third party. Please also see clause 9.3 and clause 11.6 below.

2.6 **Parental Responsibility:** Those who have Parental Responsibility (i.e. 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.

2.7 **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 Early Education Funding (EEF)

Qualifying Date: Those children aged 3 and 4 years old will receive EEF at the qualifying date. The EEF is available from the beginning of the term after the child turns 3 but only whilst they are in Kindergarten. EEF is not applicable for Reception aged children as per local authority guidelines. Please also see clause 9.5.

3.3 **Equality:** 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.

3.4 **Offer of a place and deposit:** A deposit (**Acceptance Deposit**) will be payable when parents accept the offer of a place. For those in receipt of EEF and paying £200, this will be retained in the general funds of the School until the Pupil leaves. For the majority paying £500, £300 of the Acceptance Deposit will be credited on the first term's fees, the balance of £200 will be retained in the general funds of the School until the Pupil leaves. For all, the £200 retained, 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 Fund.

3.5 **Responsibility for immigration permission:** At any Trust School it shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at the School.

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 expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by Us 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.
- 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 and mobile electronic devices.
- See also the School's policy on acceptable use of IT and email.
- 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 but we cannot accept responsibility for the Pupil if he / she leaves School premises in breach of School Rules or Regulations.
- 4.11 **Residence during Term time:** When not boarding at Beachborough, 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 Parents must immediately notify the Head in writing if the Pupil will be residing during Term time under the care of someone other than the Parents or his/her education guardian.
- 4.12 **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 as set out in clause 8.2.
- 4.13 **Absence of parents:** The Parents must inform the Head in writing of the name, address and telephone number for 24 hour contact with the adult who will have the care of the Pupil at any time when both the Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer.
- 4.14 **Education guardians:** The Parents if resident outside the European Union must before Entry appoint an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility for the Pupil when he/she is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the School, in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details.

- 4.15 **Photographs or images (including video recordings):** The School may obtain and use photographs or images (including video recordings) of the Pupil for:
- 4.15.1 use in the School's promotional material such as the prospectus, the website or social media;
 - 4.15.2 press and media purposes;
 - 4.15.3 educational purposes as part of the curriculum or extra-curricular activities.

Please see the pupil privacy notice for more information about how the School uses photographs and videos of pupils. The School may seek specific consent from the Parents before using a photograph or video recording of the Pupil where the School considers that the use is more privacy intrusive. Where the Pupil is of sufficient maturity (usually when aged 12 years or older) we may seek the Pupil's specific prior consent in addition to or instead of the Parents' consent. We would not disclose the home address of the Pupil alongside a photograph or video without the Parents' consent.

- 4.16 **Request for confidentiality:** The Parents may ask us to keep information about the Pupil confidential. For example, you may ask us to not use photographs of the Pupil in promotional material or ask us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately contact the Headteacher in writing, requesting an acknowledgment of their letter.
- 4.17 **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.
- 4.18 **Pupil's personal property:** The Pupil is responsible for the security and safe use of all his/her personal property including money, mobile phones, locker keys, 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 Trust 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:** The Parents will be asked to complete a Medical Information and Consent 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 **Medical care:** The Parents must comply with the School Matron's recommendations which may include a reasonable decision to release the Pupil home when he / she is unwell.

- 5.3 **Medical examination:** The Pupil may be required to undergo a routine medical examination with the School Matron or other doctor appointed by his/her, usually during the first term at the School. Arrangements can be made on request for the Parents to be present but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding.
- 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 Matron 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 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:** The School 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. The School will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the pupil will achieve his/her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 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 form teacher, tutor, or other appropriate member of staff, as soon as possible, or the Head of the Boardman, Deputy Head (Curriculum) or Head in the case of a serious concern.
- 6.3 **Progress reports:** The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of grades, full written reports and 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 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examination, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the Trust.
- 6.6 **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.
- 6.7 **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.
- 6.8 **Information about learning difficulties:** The Parents shall notify the Head when completing the School's Confidential Information Form and subsequently in writing at any time 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 Pupil's place will be cancelled, or, once the Pupil has started, Parents will be asked to withdraw the Pupil, without further charge 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 where it is lawful to do so.
- 6.9 **Auxiliary aids and services:** The School reserves the right to charge as an extra for auxiliary aids and services provided by the School for a pupil with special education needs or a disability where it is lawful to do so.
- 6.10 **Intellectual property:** Where the Pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the School may use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet or public website.
- 6.11 **Pupil's original work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. This does not prejudice the Pupil's or the Parents' right to access their personal data under data protection law. 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.
- 6.12 **Educational visits:** A variety of educational visits will be provided for the Pupil. By signing the Acceptance Form or agreeing to be bound by these terms and conditions the Parents' consent to the Pupil taking part in any educational visit. Educational visits which:
- 6.12.1 cost more than £50; or
- 6.12.2 require overseas travel; or

6.12.3 involve an overnight stay; or

6.12.4 occur during a weekend or School vacation; or

6.12.5 involve some element of high risk or adventure activity

will be subject to a separate agreement. Any educational trips that are not covered in the schools fee structure are payable in advance. The Pupil is subject to School discipline in all respects whilst engaged in an educational visit. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill. The School reserves the right to prevent the Pupil from participating in an educational visit if Fees are unpaid at the time.

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. The Parents also warrant that the Pupil, if selected for a team, will represent the School in sporting or other activities.

7.3 **Code of Conduct:** The Code of Conduct which apply are set out in the calendar, the School website 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.

7.4 **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 policies on behaviour and disciplinary policy which is current at the time and published on the School website, applies to all pupils and at all times when the Pupil is in or at school, representing the School or wearing School uniform, travelling to or from School, on School-organised trips or associated with the School at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring the School into disrepute.

7.5 **Investigative action:** An allegation, 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.

- 7.6 **Procedural fairness:** Investigation of a complaint which could lead to expulsion, 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.
- 7.7 **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.
- 7.8 **Drugs and alcohol:** The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School rules or policy. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.
- 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 or external community, detention for a reasonable period, withdrawal of privileges or suspension, or alternatively being subject to removal or expulsion.
- 7.10 **Definitions of sanctions:** In this Section of these Terms and Conditions:
- Expulsion:** means that the Pupil is required to leave the School permanently in circumstances described in clause 7.11
- Removal:** means that the permanent removal of the Pupil from the School is required in circumstances described in clause 7.13.
- 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 a Governors' Review.
- Withdrawal:** has the meaning set in clause 8.9.
- 7.11 **Expulsion:** The Pupil may be formally expelled 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. Expulsion 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 a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 7.16 and clause 7.17.
- 7.12 **Fees after expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms. 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, or from boarding, 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 if the Parents have treated the School or members of its staff unreasonably; 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 a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 7.16 and clause 7.16.
- 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 and Additional Deposit, if paid, 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 Expulsion or Removal or Withdrawal.
- 7.16 **Governors' review:** The Parents may request a review by a panel of Governors (**Governors' Review**) of a decision to expel or require the removal of the Pupil from the School or from boarding (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 Head will advise the Parents of the procedure (current at that time) when he] informs the Parents of his decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.
- 7.17 **Pupil's status pending Review:** If the Parents request a Governors' Review, the Pupil will be suspended from School until the review 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.
- 7.18 **Complaints procedures:** A complaint as described in clause 4.2 above which does not involve an Expulsion 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.
- 8.4 **Provisional (also known as Protective) 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. It can only be given once in any academic year.
- 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 and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. 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 (not limited to the parental contribution in the case of a scholarship, bursary or other award or concession) less the Acceptance Deposit, payable as a debt if less than a Term's Written Notice of cancellation has been given. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees; 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 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 at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt.
- 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, clause 8.11 and clause 9.7.

- 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 9.7, Fees in lieu of notice less the Acceptance Deposit will be immediately due and payable as a debt unless the place is filled immediately and without loss to the School.
- 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 **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 between the School and 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, boarding fees, fees for extra tuition, 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 Beachborough's property or the property of any other person (fair wear and tear excluded), late payment charges if incurred or The School's administration costs incurred or arising from any default in fees payment.
- 9.2 **Payment of fees:** Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the first day of that term. Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees). The fees must be paid in full either by cheque or by direct bank transfer on or before the first day of the term to which the invoice relates. We may not allow your child to attend the School if you do not pay on time. The Parents jointly and severally agree to undertake to pay the Fees applicable to each Term directly to the School. If an item on the bill is under query, the balance of the bill must be paid. The School reserves the right to refuse any payment in cash for Fees.
- 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 or third party credit provider) to pay the Fees or any other sum due to Beachborough 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 Beachborough School. Beachborough School reserves the right to refuse a payment from a third party.
- 9.4 **Indemnity:** If the School is required to pay all or part of any sum paid to it by a third party credit provider on behalf of the Parents, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School. For the avoidance of doubt this includes the improper use or gain from childcare vouchers and any penalties charged therewith.
- 9.5 **Early Education Funding:** The School accepts children from the age of 2½ as long as the entry requirements are met. Children aged 3 and 4 years are eligible to receive Early Education Funding from their qualifying date, subject to meeting the appropriate criteria.

The maximum amount of funding for EEF is 15 hours per week which the School equates to five (3 hour) sessions per week. Morning sessions run from 9.00am – 12.00pm and afternoon sessions begin at 12.30pm and finish at 3.30pm. Children that attend more than 5 sessions per week or in excess of the times of the published sessions will incur fees at the stated level and payment of such fees is as per clause 9.2.

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

9.6.1 the Pupil is absent through illness; or

9.6.2 a Term is shortened or a vacation extended; or

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

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

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

See also Section 0 for information about events beyond the control of the parties.

9.7 **Exclusion for non-payment:** The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment to Beachborough School. 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 a Governors' Review will not normally arise. The School may withhold any information, character references or property while Fees remain overdue to the School where it is lawful to do so.

9.8 **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and Beachborough 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 1.5% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default. The Parents shall also be liable to pay all costs, fees and charges including legal fees and costs reasonably incurred by the Trust in the recovery of any unpaid Fees regardless of the value of the School's claim.

9.9 **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, as set out in clause 9.8.

9.10 **Appropriation:** Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the School to the unpaid account of any other child of the Parents.

9.11 **Instalment arrangements:** An agreement by the School to accept payment of current and / or past and /or future Fees by instalments is concessionary and will be subject to separate agreement[s] between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice

issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

- 9.12 **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.
- 9.13 **Bursaries:** Every bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and its staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. A copy of the School's Bursary Policy is available from the School on written request.
- 9.14 **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, if paid, will be refunded without interest less any sums owing to the School
- 9.15 **Information about fees:** The Parents acknowledge that the Trust or the School may make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also acknowledge that the Trust or the School may inform any other school or educational establishment to which the Pupil is to be transferred if any Fees of the School are unpaid.
- 9.16 **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 the School or the Parents are 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:** The School has a parent privacy notice and a pupil privacy notice which explain how they will use the Parent's and the Pupil's personal data. These privacy notices are provided with the letter of offer. The privacy notices are also published on the Trust's and the School's website. The Parents must read these privacy notices in full before signing the acceptance form. If the Pupil is going to enter Year 7 or above the Parents must show the Pupil a copy of the pupil privacy notice and discuss it with them before accepting the offer of a place
- 11.2 **Change:** The School, as any others, 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 for the Trust 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 rights:** Care has been taken to use plain language and to give clear explanation in these terms and conditions and to explain its provisions. If any words alone or in combination infringe Consumer Rights Laws 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. Nothing in these terms and conditions affects the Parents' statutory rights.
- 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 provided with reasons for the change and where possible given at least a Term's notice in writing of:
- 11.4.1 a change of ethos or culture; 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 **Information for Parents:** We provide Parents of prospective pupils with information about the school and the educational services we provide in good faith. This information may be contained in the school's prospectus or website or promotional literature or in statements made by staff or pupils during a visit or an Open Day. If the parents wish to take account of the information provided to them when deciding whether to enter into this Agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed Acceptance Form to the School.
- 11.6 **Third party rights:** Only the School and the Parents are parties to this Contract. Neither the Pupil nor any third party is a party to this Contract and shall not have any rights to enforce any term of it.

- 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 contract was made at the School and it, together with each matter relating to the provision of educational services by the School, 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.

Schedule 1 Summary of clauses containing financial consequences

Event	Clause
Offer of a place and deposit	3.4
Fees after expulsion	7.12
Fees following removal	7.14
Fees in lieu of notice	8.5
Cancelling acceptance	8.7
Cancelling a place offered in the term before entry	8.8
Refund or waiver	9.6
Exclusion for non-payment	9.7
Late payment	9.8