

New Hall 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:
- 1.1.1 the letter of offer;
 - 1.1.2 the Conditions of Award if applicable;
 - 1.1.3 the acceptance form; and
 - 1.1.4 the 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 students and the stability, forward-planning, proper resourcing and development of New Hall 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 in Section 4 and Section 9.
- 1.4 **Managing change:** New Hall School, as any other School, is likely to undergo a number of changes during the time your child is a student here. Please see Section 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

2 Terminology

- 2.1 **School or We or Us:** means New Hall School Trust trading as New Hall School as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee. New Hall School comprises the Preparatory School, Girls' Division, Boys' Division and Sixth Form.
- 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 **Principal:** means the Principal of the School as appointed by the School Governors. The Principal is responsible for the overall running of the School.
- 2.4 **Head of the Preparatory Division:** Unless stated otherwise in these terms and conditions, at New Hall Preparatory School the duties of the Principal are carried out by the Head of the Preparatory Division.
- 2.5 **Parents or You:** means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the School, the Parents and the third party. Please also see clause 4.3 and clause 11.6.
- 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 **Student:** means the child named on the acceptance form. The age of the Student 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 Student 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 Student attends the School for the first time under these terms and conditions.
- 3.2 **Equality:** The School is a Catholic independent, boarding and day school for boys and girls aged from 3 to 18 years. The School has a Catholic ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds. 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 responsibilities under equality legislation in order to accommodate the needs of applicants and students who have disabilities for which, after reasonable adjustments, we can cater adequately.
- 3.3 **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 Student leaves and will be repaid without interest after the Student's last term after deduction of any amounts owed to the School unless stated otherwise in these terms and conditions. Please also see clause 9.8.

3.4 **Additional deposit:** For reasons of administration, the right is reserved to require payment by parents of an additional deposit (**Additional Deposit**), as shown on the fees list for the relevant year, in the case of a student whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the School until the Student leaves and will be repaid without interest after the Student's last term, after the deduction of any amounts owed to the School unless stated otherwise in these terms and conditions. Please also see clause 9.8.

3.5 **Immigration:** The School currently holds a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the Head when returning a completed registration form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the 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 this School and the Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a Tier 4 sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents.

4 Fees

4.1 **Fees:** may include alone or in combination any of the registration fee, the Acceptance Deposit, the Additional Deposit, tuition fees, boarding fees, fees for extra tuition, public examination fees, other extras such as house charges, clothing and equipment, charges for non-return of issued books and equipment, photographs or other items ordered by the Parents or the Student or charges arising in respect of educational visits, or damage where the Student 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 bank charges arising from default in Fees payment or late payment charges if incurred.

4.2 **Payment of Fees:** The Parents jointly and severally agree 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, and save where the Student's date of Entry is the start of the Michaelmas Term when the invoice must be paid by 1 August, 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 fees invoice is under query, the balance of that fees invoice, not under query must be paid before the date specified on the fees invoice.

4.3 **Payment of Fees by a third party:** An agreement with a third party (such as an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) 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 Finance Director. The School reserves the right to refuse a payment from a third party.

4.4 **Indemnity:** The Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School if the School is required to repay all or part of any sum paid to it by a third party credit provider on behalf of the Parents.

4.5 **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction Fees will not be refunded reduced or waived if:

4.5.1 the Student is absent through illness; or

4.5.2 a Term is shortened or a vacation extended; or

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

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

4.5.5 for any reason other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship.

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

4.6 **Exclusion for non-payment:** The School reserves the right to exclude the Student on three days' written notice if Fees are overdue for payment. If the Student is excluded for a period of 28 days, s/he will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with Section 9. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Appeal 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 Student.

4.7 **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 up to 8% per annum over the bank base of the Bank of England 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,

- disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim.
- 4.8 **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 may be applied to any unpaid balance of Fees, as set out in clause 4.7.
- 4.9 **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.
- 4.10 **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.
- 4.11 **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.
- 4.12 **Scholarships and Bursaries:** Every scholarship, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Student'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 the Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees net of prompt payment discount before any bursary or other concession is calculated or assessed. A copy of the School's Bursaries & Scholarships Policy is available from the School on written request.
- 4.13 **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 Student within 21 days and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit and Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.
- 4.14 **Information about Fees:** The Parents consent to the School making enquiries of the Student's previous school/s for confirmation that all sums due and owing to such school/s have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Student is to be transferred if any Fees of this School are unpaid.
- 4.15 **Anti-money laundering and anti-bribery:** From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport. The parties will comply with the School's policy on Anti-Bribery and Corruption, a copy of which is available from the School on written request.
- 5 Educational matters**
- 5.1 **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 student 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 Student but cannot guarantee that the Student will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 5.2 **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 Principal, is most appropriate to the School community as a whole. We will endeavour to inform the Parents of changes and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of the Student's education or progress they should contact the Student's tutor, or other appropriate member of staff, as soon as possible, or contact the Principal in the case of a serious concern.
- 5.3 **Progress reports:** The School shall monitor the Student's progress and shall report regularly to the Parents by means of grades, full written reports and parents' meetings.
- 5.4 **Sex education:** The Student 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 Student to take part in this aspect of the curriculum.
- 5.5 **Public examinations:** The Principal may, after consultation with the Parents and the Student, decline to enter the Student's name for a public examination if, in the exercise of his / her professional judgement, the Principal considers that by doing so the Student's prospects in other examinations would be impaired and / or if the Student has not prepared for the examination with sufficient diligence, for example, because the Student has not worked or revised in accordance with advice or instruction from his / her tutors.
- 5.6 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Student, 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 School.

- 5.7 **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.
- 5.8 **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 Student may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
- 5.9 **Information about learning difficulties:** The Parents shall notify the Principal when completing the School's Confidential Information form and subsequently in writing if they are aware or suspect that the Student (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 Student, without being charged Fees in lieu of Notice if, in the professional judgement of the Principal and after consultation with the Parents and with the Student (where appropriate), the School is unable to provide adequately for the Student's special educational needs. The School reserves the right to charge for the provision of additional teaching.
- 5.10 **Moving up the School:** There is no automatic transfer from the Preparatory School to the Senior School. Entry to the Senior School is subject to the entry criteria detailed in the School's Admissions Policy. It is assumed that if the Student is in the Preparatory School and satisfies the relevant criteria at the time s/he will progress through the Preparatory School to complete Year 6. It is assumed that if the Student is in the Boys' /Girls' Division and satisfies the relevant behavioural and academic criteria at the time s/he will progress through the Sixth Form to ultimately complete Year 13. Except where the Student is in Year 6, the Parents will be consulted before the end of the Lent Term if there appears to be any reason why the Student may be refused a place at the next stage of the School. Year 12 places are confirmed in the Lent Term after Year 11 GCSE mocks. Save where clause 9.4 applies or where the Student will leave at the end of Year 6, the Parents must give a Term's Notice in writing (i.e. before the start of the Trinity Term) in accordance with the provisions about Notice in Section 9 below if they do not intend the Student to proceed to the next stage of the School, or a Term's Fees in lieu of Notice will be payable.
- 5.11 **School's intellectual property:** Where the Student, in conjunction with any member of staff, creates anything (including a work, a design, an invention, a database, a trade mark or goodwill) (a Work) in respect of which any intellectual property (including copyright, design rights, patents, database right or the right to sue for passing off) (Intellectual Property Rights) exist, the School reserves all its Intellectual Property Rights in respect of that Work.
- 5.12 **Student's work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to the School retaining the Student's original work until, in the professional judgement of the Principal, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Student's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the Principal or staff.
- 5.13 **Educational visits:** A variety of educational visits will be provided for the Student. By signing the acceptance form or agreeing to be bound by these terms and conditions the Parents consent to the Student taking part in any educational visit. Educational visits which:
- 5.13.1 cost more than £50; or
 - 5.13.2 require overseas travel; or
 - 5.13.3 involve an overnight stay; or
 - 5.13.4 occur during a weekend or school holiday; or
 - 5.13.5 involve some element of high risk or adventure activity
- will be subject to a separate agreement. The cost of such a visit will usually be payable in advance. The Student shall be subject to school discipline in all respects whilst engaged in an educational visit. All additional costs (such as medical costs, taxis, airfares, or professional advice) incurred to protect the Student's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Student from taking part in an educational visit while overdue Fees remain unpaid.
- 6 Pastoral care**
- 6.1 **The School's commitment:** We will do all that is reasonable to safeguard and promote the Student's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances.
- 6.2 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a Student 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 8.18.

- 6.3 **Student's rights:** The Student, if of sufficient maturity and understanding, has certain legal rights that 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 his / her parents. If a conflict of interest arises between the Parents and the Student, the rights of, and duties owed to, the Student will in most cases take precedence over the rights of, and duties owed to, the Parents.
- 6.4 **Principal's authority:** The Parents authorise the Principal to take and / or authorise in good faith all decisions which the Principal considers on proper grounds will safeguard and promote the Student's welfare. Please see Section 7.
- 6.5 **Ethos:** The ethos of the School is to foster good relationships between students and between members of staff and students. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Student and the Parents and we expect the same of the Student and the Parents in relation to the School or its staff.
- 6.6 **Physical contact:** The Parents consent to such physical contact with the Student:
- 6.6.1 as may accord with good practice; or
 - 6.6.2 as may be appropriate and proper for teaching and instruction; or
 - 6.6.3 for providing comfort to the Student in distress; or
 - 6.6.4 to maintain safety and good order; or
 - 6.6.5 in connection with the Student's health and welfare.
- The Parents also consent to the Student participating in contact and non-contact sports and other activities as part of the normal School programme or co-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
- 6.7 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:
- 6.7.1 any known medical condition, health problem or allergy affecting the Student;
 - 6.7.2 any history of a learning difficulty on the part of the Student or any member of his / her immediate family;
 - 6.7.3 any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Student;
 - 6.7.4 any family circumstances or court order which might affect the Student's welfare or happiness;
 - 6.7.5 any concerns about the Student's safety;
 - 6.7.6 any change in the financial circumstances of the Parents in receipt of a bursary from the School.
- 6.8 **Confidentiality:** The Parents authorise the Principal to override their own and (so far as they are entitled to do so) the Student's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Student may have. The School reserves the right to monitor the Student's use of:
- 6.8.1 e-mail;
 - 6.8.2 the internet; and
 - 6.8.3 mobile electronic devices.
- See also the School's ICT Code of Practice
- 6.9 **Special precautions:** The Principal needs to be aware of any matters that are relevant to the Student's safety and security. The Principal must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Principal, acting in a proper manner, considers such exclusion to be in the best interests of the Student or any other member of the School community.
- 6.10 **Leaving School premises:** The School will do all that is reasonable to ensure that the Student remains in the care of the School during School hours but we cannot accept responsibility for the Student if s/he leaves School premises in breach of the School Code of Conduct. The School is not legally entitled to prevent a student aged 16 years or over from leaving School premises during school hours.
- 6.11 **Residence during Term time:** The Student, except when boarding, is required during Term time and at weekends, exeat (permitted periods of time away from School) and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. The Principal or the Head of the Preparatory Division (as applicable) must be notified in writing immediately if the Student will be residing during Term time under the care of someone other than the Parents or his / her education guardian.
- 6.12 **Communications from the Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents. This requirement does not apply to the giving of Notice for the Cancellation of the place or the

Withdrawal of the Student from the School. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 9.2.

6.13 **Absence of the Parents:** When both the Parents will be absent from the Student's home overnight or for a 24 hour period or longer, the Principal/Head of the Preparatory Division 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 Student.

6.14 **Education guardians:** The Parents, if resident outside the United Kingdom, must before Entry appoint an education guardian for the Student 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 Student when s/he 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.

6.15 **Photographs or images:** By signing the acceptance form or agreeing to these terms and conditions the Parents consent, as far as is required under data protection law, to the School obtaining and using photographs or images of the Student for:

6.15.1 use in the School's promotional material such as the prospectus, the website or social media;

6.15.2 press and media purposes;

6.15.3 educational purposes as part of the curriculum or extra-curricular activities.

We would not disclose the home address of the Student without the Parents' consent.

6.16 **Request for confidentiality:** The Parents may ask us to keep information about the Student confidential. For example, You may ask us to not use photographs of the Student in promotional material or ask us to keep the fact that the Student is on the School roll confidential. If the Parents would like information about the Student to be kept confidential they must immediately contact the Principal or the Head of the Preparatory Division (as applicable) in writing, requesting an acknowledgment of their letter.

6.17 **Transport:** The Parents consent to the student 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.

6.18 **Student's personal property:** The Student 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.

6.19 **Insurance:** The Parents are responsible for insurance of the Student's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.

6.20 **School's 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 Student or the Parents or for loss or damage to property.

7 **Health and medical matters**

7.1 **Medical declaration:** Before the Student enters the School, the Parents will be asked to complete a Confidential Information form concerning the Student's health and must inform the Principal or the Head of the Preparatory Division (applicable) in writing if the Student 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. The Parents must comply with the School Medical Officer's recommendations, which may include a reasonable decision to release the Student home when s/he is unwell.

7.2 **Medical care:** If the Student is in full boarding s/he must be registered on the list of the School Medical Officer while a student at the School. If the Student is in weekly boarding the Parents may register him/her on the list of the School Medical Officer while a student at the School.

7.3 **Medical examination:** The Student if boarding will have a routine medical examination with the School Medical Officer or other doctor appointed by him / her, usually during their first Term at the School. Arrangements can be made on request for the Parents to be present but this is subject to the Student's consent if the Student is of sufficient maturity and understanding.

7.4 **Student's health:** The Principal or the Head of Preparatory Division (as applicable) may at any time require a medical opinion or certificate as to the Student's general health where the Principal or the Head of the Preparatory Division considers it necessary, as a matter of professional judgement in the interests of the Student and / or the School community. The Student if of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Student's own interests or where necessary for the protection of other members of the School community.

- 7.5 **Medical information:** Throughout the Student's time as a member of the School, the School Medical Officer shall have the right to disclose confidential information about the Student if it is considered to be in the Student'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.
- 7.6 **Emergency medical treatment:** The Parents authorise the Principal to consent on their behalf to the Student 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 Student's welfare and if the Parents cannot be contacted in time.
- 8 Behaviour and discipline**
- 8.1 **School regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Principal. The Principal 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 Student is at issue.
- 8.2 **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 Student 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 Code of Conduct and Behaviour Policy about the wearing of uniform and general appearance.
- 8.3 **School Code of Conduct and Behaviour Policy:** The School Code of Conduct and Behaviour Policy which apply are set out on the School website and other documents published from time to time. The Parents are requested to read these documents carefully with the Student before they accept the offer of a place.
- 8.4 **School discipline:** The Parents accept the authority of the Principal or the Head of the Preparatory Division (as applicable) and of other members of staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Student and the School community as a whole. The School's Code of Conduct and Behaviour Policy which is current at the time and published on the School's website applies to all students 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.
- 8.5 **Investigative action:** A complaint or rumour of misconduct will be investigated. The Student may be questioned and his / her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, and also to make arrangements for the Student to be accompanied and assisted by the Parents, education guardian or a teacher of the Student's choice.
- 8.6 **Procedural fairness:** Investigation of a complaint that could lead to Permanent Exclusion, Removal or Withdrawal of the Student 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 Principal or the Head of the Preparatory Division (as applicable) before a decision is taken in such a case. In the absence of the Parents or education guardian, the Student will be assisted by an adult (usually a teacher) of his / her choice.
- 8.7 **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 students or others who have given information which has led to the complaint or which the Principal or the Head of the Preparatory Division (as applicable) has acquired during an investigation.
- 8.8 **Drugs and alcohol:** The Student may be given the opportunity to provide a biological sample under medical supervision as part of the School's random drugs testing programme or if involvement with drugs is suspected. The School may require the Student to provide 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 Student's permanent medical record.
- 8.9 **Sanctions:** The School's current policies on sanctions are available to the Parents on the School website. 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, gating, rustication or suspension, or alternatively being removed or expelled.
- 8.10 **Definitions of sanctions:** The definitions in this clause apply in these terms and conditions.
Permanent Exclusion: means that the Student is required to leave the School permanently in circumstances described in clause 8.11.
Gating: means that the Student is confined to the School premises for a limited period of time (usually during a weekend) but without further disciplinary consequences.

Removal: means that the permanent removal of the Student from the School is required in circumstances described in clause 8.13.

Suspension: means that the Student is sent or released home for a limited period as either a disciplinary sanction or pending the outcome of an investigation or pending a Governors' Review.

Withdrawal: has the meaning set out in clause 9.11.

8.11 **Permanent Exclusion:** The Student may be excluded permanently from the School if it is proved on the balance of probabilities that the Student has committed a grave breach of discipline or a serious criminal offence. Permanent Exclusion is reserved for the most serious breaches. The Principal or Head of the Preparatory Division shall act with procedural fairness in all such cases. The Principal's decision to permanently exclude shall be subject to a Governors' Appeal Meeting if requested by the Parents within 72 hours. The Parents will be given a copy of the Appeal procedure current at the time. The Student shall be suspended from the School pending the outcome of the Appeal. See clause 8.16 and clause 8.17.

8.12 **Fees following Permanent Exclusion:** If the Student is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past Terms but the Additional Deposit, if paid, 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.

8.13 **Removal in other circumstances:** The Parents may be required to remove the student permanently from the School or from boarding if, after consultation with the Parents and if appropriate the Student, the Principal is of the opinion that:

8.13.1 by reason of the Student's conduct, behaviour or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the School; or

8.13.2 if the Parents have treated the School or members of its staff unreasonably; then in these circumstances, and at the sole discretion of the Principal, Withdrawal of the Student by the Parents may be permitted as an alternative to removal being required. The Principal shall act with procedural fairness in all such cases, and shall have regard to the interests of the Student and the Parents as well as those of the School. The Principal's decision to require the Removal of the Student shall be subject to a Governors' Appeal if requested by the Parents. The Parents will be given a copy of the review procedure current at the time. The Student shall be suspended from the School pending the outcome of the review. See clause 8.16 and clause 8.17.

8.14 **Fees following Removal:** If the student is removed or withdrawn in the circumstances described in clause 8.13, the provisions relating to Fees shall be as set out in clause 8.12 save that the Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.

8.15 **Leaving status:** The School reserves the right to record the leaving status of the Student on the Student's file immediately after Permanent Exclusion or Removal or Withdrawal.

8.16 **Governors' Appeal:** The Parents may request a review by Governors (**Governors' Appeal**) of a decision to expel or require the removal of the Student from the School or from boarding (but not a decision to suspend the Student unless the suspension is for 11 School days or more, or would prevent the Student taking a public examination). The request shall be made as soon as possible and in any event within seven days of the Principal's decision being notified to the parents. The Parents will be entitled to know the names of the Governors who make up the appeal panel.

8.17 **Appeal procedure:** The Principal will advise the Parents of the procedure (current at that time) under which a Governors' Appeal shall be conducted by a panel of three Governors. If the Parents request a Governors' Appeal, the Student will be suspended from School until the review procedure has been completed. While suspended, the Student shall remain away from School and will have no right to enter School premises during that time without written permission from the Principal. A Governors' Appeal will be conducted under fair procedures in accordance with the requirements of natural justice.

8.18 **Complaints procedure:** A complaint about any matter of School policy or administration not involving a Permanent Exclusion or Removal of the Student must be made in accordance with the School's complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

9 Provisions about Notice

9.1 **Term:** means the period between and including the first and last days of the relevant School term.

9.2 **Notice:** means (unless the contrary is stated in these terms and conditions) a Term's Written Notice given by:

9.2.1 both Parents; or

9.2.2 one of the Parents with the prior written consent of the other Parent; and

9.2.3 any other person with Parental Responsibility

before the first day of Term addressed to and received by the Principal or the Head of the Preparatory Division (as applicable) personally. The Parents should contact the School if no acknowledgement of

the Notice is received from the School within 14 days of the date of Notice. It is expected that the Parents will consult with the Principal or the Head of the Preparatory Division before giving Notice to withdraw the Student.

- 9.3 **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:
- 9.3.1 the Parents wish to cancel the place after acceptance; or
 - 9.3.2 except where clause 9.4 applies the Parents wish to withdraw the Student who has entered the School; or
 - 9.3.3 the Parents or the Student wish(es) to transfer from boarding to day status or from full boarding to weekly boarding status. Please see clause 9.15.
- 9.4 **Progression to the Sixth Form:** Written Notice must be given by 28 February in Year 11 if the Parents do not wish the Student to progress to the Sixth Form or a Term's Fees in lieu of Notice will be payable.
- 9.5 **Provisional notice:** is valid only for the Term in which it is given. Provisional notice must be given in writing and the Principal or Head of Preparatory Division (as applicable) shall have absolute discretion as to whether or not to accept any provisional notice as valid. If the Principal or Head of the Preparatory Division accepts the validity of any provisional notice they shall inform the Parents within seven days of receiving the provisional notice. The Parents shall then confirm in writing to the Principal or Head of Preparatory Division whether the Student will be removed at the end of the relevant Term within four weeks from the date of the provisional notice. If no such written confirmation is given by the Parents then in every case the provisional notice shall lapse. No further provisional notice will be accepted for the remainder of the same Term without the specific agreement of the Principal or Head of Preparatory Division.
- 9.6 **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, 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.
- 9.7 **Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Student enters the School or where the Student does not enter the School. Please see clause 3.1 for details of when Entry to the School occurs.
- 9.8 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post or electronic communication without either Parent meeting face to face with a member of the School staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. In such circumstances the Acceptance Deposit and the Additional Deposit, if paid, will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement.
- 9.9 **Cancelling acceptance:** The Cancellation of the 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 liability of the Parents to:
- 9.9.1 one Term's Fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession), less the acceptance deposit, payable as a debt immediately unless the place is filled immediately and without loss to the School 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
 - 9.9.2 the Acceptance Deposit if more than a Term's Written Notice has been given.
 - 9.9.3 Cases of serious illness or genuine hardship may receive special consideration on written request.
- 9.10 **Cancelling a place offered in the Term before entry:** Save where clause 9.8 applies, 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. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.
- 9.11 **Withdrawal:** means the withdrawal of the Student from the School by the Parents or the Student with or without Notice required under these terms and conditions at any time after the Student has entered the School. Please see clause 3.1 for details of when Entry to the School occurs. See also clause 4.6, clause 9.12 and clause 9.13.

- 9.12 **Withdrawal by the Parents:** If the Student 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 4.6, Fees in lieu of Notice less the acceptance deposit will be due and payable as a debt immediately unless the place is filled immediately and without loss to the School. The School reserves the right to offset the additional deposit, if paid, against the Term's Fees.
- 9.13 **Withdrawal by the Student:** The Student's decision to withdraw from the School shall, for these purposes, be treated as a Withdrawal by the parents.
- 9.14 **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Principal or with the Principal's authorised deputy before Notice of Withdrawal is given by the Parents.
- 9.15 **Change of boarding to day status:** The Parents must first obtain the express permission of the Principal in writing if the Parents or the Student wishes to change from boarding to day status or from full boarding to weekly boarding status. At the discretion of the Principal, the School has the right to postpone or refuse a transfer request and the Principal will consider the best interests of the Student and the School in reaching the decision. Any such place is subject to the availability of places. Once permission has been received the Parents must give a Term's Written Notice of the change. If a Term's Written Notice is not received the difference between the rate applicable for the current type of place and the new type of place for the next Term will be payable as a debt immediately unless the place is filled immediately and without loss to the School.
- 9.16 **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.
- 9.17 **Termination by the School:** The School may terminate this agreement on one 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 Student (if of sufficient maturity and understanding). The acceptance deposit and the additional deposit, if paid, will be refunded without interest less any outstanding balance of Fees.
- 10 Events beyond the control of the parties**
- 10.1 **Force majeure:** An event beyond the reasonable control of the School or the Parents 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 is prevented from or delayed in carrying out its contractual obligations 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 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 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 contract 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 Student consent to the processing by the School of personal information including:
- 11.1.1 financial information relating to the Parents;
- 11.1.2 sensitive personal information relating to the Parents and / or the Student as is deemed necessary for the legitimate purposes of the School. See also the School's *Data protection information notes* as set out in Schedule 1.
- 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 Code of Conduct 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 rights:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. 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 Student 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 Student'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 students with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus, website, promotional literature, or in statements made by staff or students 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 Principal 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 Student 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 any 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 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.

New Hall School Trust: a Company Limited by Guarantee
Registered in England, Company Number: 05472420
Registered Office: New Hall School, The Avenue, Boreham, Chelmsford, Essex, CM3 3HS
Registered Charity Number: 1110286

Schedule 1 - Data protection information notes

- 1 The School holds information about you and your child including examination results, parent and guardian contact details, 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 Principal it is deemed necessary we may share information with certain third parties.
- 6 We may, in order to verify your identity and so that we can assess your application for the award of a bursary or for credit in contemplation of an agreement for the deferment of fees, 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 an award or credit.

Schedule 2 - Summary of clauses containing financial consequences

Event	Clause
Offer of a place and deposit	3.3
Additional deposit	3.4
Refund or waiver	4.5
Exclusion for non-payment	4.6
Late payment	4.7
Fees following Permanent Exclusion	8.12
Fees following Removal	8.14
Fees in lieu of Notice	9.6
Cancellation rights	9.8
Cancelling acceptance	9.9
Cancelling a place offered in the Term before entry	9.10