

# The Mall School

## Standard Terms and Conditions

### 1. Definitions

#### (a) In these terms and conditions

“Acceptance Form” means the form provided by the School for Parents to complete when accepting a place for their child at the School.

“Boy” means a child of any age admitted to the School to be educated.

“Bursary” means an amount determined after a means test in the absolute discretion of the Headteacher and the Bursar and allowable against Fees in any academic year.

“The Complaints Procedure” is the School’s procedure for reviewing complaints by Parents relating to problems that may arise at School; a copy of which is available on request.

“Damage” means careless or willful destruction or harm caused to school property.

“Deposit” is the sum as amended from time to time as set out in the schedule of fees attached to this agreement.

“Extras” means all charges not otherwise included in the Fees. These comprise for example payment for extra-curricular activities such as music, judo, fencing and school trips. The definition applies to both the singular and the plural.

“Fees” means the fees as set out in the schedule of fees attached to this agreement and as amended from time to time and as outlined at Clause 5 (a).

“Fees in lieu” means fees in full for the term of notice at the rate that would have applied had the Boy attended and is not limited to the Parental contribution in the case of a Boy in receipt of a scholarship or bursary.

“Fees Sheet” means the schedule attached to this agreement.

“Governing Body” means The Trustees of The Mall School Trust.

“The Headteacher” is the person appointed by the Governing Body to be the Headteacher of The Mall School who is responsible for the Boy while in the care of the School and includes those to whom any of the duties of the Headteacher or the Governing Body have been responsibly delegated.

“Notice” means (unless the contrary is stated in these terms and conditions or the Fees Sheet) a term’s written notice delivered by hand to the Bursar or Financial Secretary or sent by recorded delivery to the postal address of the School and not returned by the Post Office. No other notice will suffice.

Provisional Notice for any purpose is valid only for the term in which it is given and only when provided in accordance with the agreement and accepted in writing by the Headteacher.

“Parents” means each person who has signed the Acceptance Form as Parent or guardian of the Boy or any person who with the School’s written consent has at a later date assumed Parental responsibility for the Boy.

“The Policies” means the School’s policies on Admission, Discipline, Equal Opportunities, Health and Special Needs. These are supplied as guidance and should not be regarded as contractually binding.

“The Review Procedure” is the School’s procedure for the review of the treatment of serious disciplinary matters and related decisions as amended from time to time; a copy of which is available on request.

The “School” is The Mall School acting under the authority of the Governing Body as now or in the future constituted.

The “School Community” means Parents, the Boy, staff at the School, the Governing Body.

“Term” means the period between and including the first and last days of each school term.

The Acceptance Form, and these terms and conditions constitute the terms of a contract between the Parents and The Mall School Trust. It is not intended that the terms of this contract will be enforceable by the Boy or any third party.

## 2. Development of the School

- (a) *General:* Decisions taken about all aspects of the School affect the School Community as a whole. We believe that these terms and conditions reflect the traditions and customs which have obtained at independent schools, and the School in particular, for well over 100 years. The rules given about change are provided in good faith. They are intended to encourage stability, forward planning and the proper resourcing and development of the School for the benefit of all.
- (b) *Changes at the School:* A successful school must initiate and respond to change. It is likely that there will be certain changes at the School during the years when the Boy is a pupil. The offer of a place and its acceptance are made on the basis that, in the interests of the School as a whole, reasonable changes may be made from time to time to the size and location of the School, to its premises and facilities, to the academic and games curriculum and the structure and composition of classes and the way the School is run, to the length of school terms and the school day and to any other aspect of the School.
- (c) *Notice of Change:* The School reserves the right to make changes to these terms and conditions. Parents will be given at least one term’s notice, when practicable, of changes to these terms and conditions that may significantly affect the School Community. Any relief – financial or otherwise – granted to a parent from the effects of such a change is effective only if stated in writing by the Headteacher personally.

## 3. Care and Good Discipline

- (a) *Our Aims:* The School aims to strike a balance between academic work, moral, spiritual and physical education and the pursuit of leisure activities. The School is committed to high standards of teaching and care. Parents are expected to give their support and encouragement to these aims and to uphold and promote the good name of the School: to continue the Boy’s education at home and encourage the Boy to maintain appropriate standards of discipline, diligence, punctuality, behaviour, tidiness and cleanliness.

- (b) *Parents' Authority.* Parents authorise the Headteacher and staff to whom the supervision of Boys has been delegated while *in loco Parentis* to take and/or authorise in good faith all decisions that safeguard and promote the welfare and proper education of the Boy. Parents consent to such physical contact as may be lawful, appropriate and proper for teaching and appropriate to provide comfort to a pupil in distress or to maintain safety and good order. (Corporal punishment is *not* used). Parents agree to allow the School to consent on their behalf to emergency medical treatment (including general anaesthetic) under the NHS or at a private hospital where certified by a doctor to be necessary for the health of the Boy and if a Parent cannot be contacted in time. Every reasonable effort would be made to contact a Parent in such circumstances. Parents consent to or may opt out of the conduct of routine medical examinations by the School Doctor.
- (c) *Health:* Parents must inform the Headteacher if the Boy has any known medical condition or health problem or will be unable to take part in physical education or sporting activities or has been in contact with infectious diseases. The Boy must not be sent to School if unfit to attend. There is a medical questionnaire which parents are required to complete by the first day of the Boy's first term.
- (d) *Attendance:* The Boy is expected to take a full part in the activities of the School, to attend on each school day, to work hard to the best of his ability and to be well-behaved. Parents agree to observe the term and half-term dates which will normally be published twelve months in advance. Except in the case of illness, no Boy should be absent without leave previously obtained reasonably in advance of the absence in response to a written request from the Parent.
- (e) *Conduct of the School:* Boys are expected to behave with respect and good manners to those whom they meet both in School and in the community and to show a proper respect for the environment. The Headteacher is responsible for the care and good discipline of Boys while they are in the charge of the School or its staff and for the day to day running of the School and the curriculum.
- (f) *Liability:* The School does not accept responsibility for accidental injury or loss of property unless caused by its negligence. The School does not accept responsibility for the welfare of the Boy whilst he is off the School premises unless taking part in a School activity or being supervised by a member of staff of the School. The Parents consent to the Boy taking part in contact sports and other sports and activities with some risk of physical injury.

#### 4. Entry to the School

- (a) *Registration:* A Boy will be registered for entry when the registration form has been duly completed and returned to the School and the non-returnable registration fee paid. Registration does not guarantee any particular order of consideration or that there will be a vacancy for the Boy.
- (b) *Admission:* Admission to the School at Reception age is by position on the entry list defined by date of registration. Priority is only given to brothers of Boys already in the School or with definite places in other years. Entry at all other ages is subject to a test appropriate to the age of the Boy. A copy of the School's Admission Policy is available on request.

- (c) *Offer of a Place and Deposit:* Parents who accept the offer of a place must return the completed Acceptance Form and the correct Deposit by the date stipulated at the time of offer. This Deposit will form part of the general funds of the School. It is repayable without interest as a credit against the final account when a Boy leaves after the Common Entrance or Scholarship course, but is otherwise not repayable.
- (d) *Common entrance/scholarship exam:* When a Boy enters the school it is on the understanding that he will remain in the School to take Common Entrance or Scholarship exam to his secondary school at the age of 13 subject to satisfactory conduct and academic progress (see also 4 (a). (b). (c) above.)

## 5. Fees and Extras

- (a) *Items covered:* "Fees" cover the normal curriculum including most games, the loan of certain text books, stationery, libraries, medical inspection, and lunch which all Boys on the main site are required to attend. In Reception and Year 1, when at 84 Hampton Road, Boys bring a packed lunch and receive a rebate against fees. Other expenses are charged as "Extras". The Boy is for these purposes agent of the Parents. "Damage" may be separately invoiced and must be paid as an Extra.
- (b) *Payment of Fees and Extras:* Fees in respect of the initial term for which a place has been offered are due on receipt by the School of the acceptance of the place (see 6(b)) although for a Boy starting in the Autumn term payment of school fees is not normally required until the first day of July. Otherwise each invoice is payable on or before the first day of term. A Boy may be excluded from School or from public examinations at any time when fees are unpaid and will be *deemed withdrawn* without notice 28 days after exclusion. (Then an additional term's fees in lieu of notice would also be payable). The School is agent only in respect of any goods and services which are supplied by a third party via the School to Parents or Boys. Fees will not be refunded or waived for absence through sickness; nor if a term is shortened or a vacation extended; nor if a Boy is released home before the normal end of term; nor if food has not been consumed; nor for any other cause.
- (c) *Responsibility for payment:* Fees are the joint and several responsibility of each Parent or whoever has Parental responsibility for the Boy. The School may withhold information, property or examination certificates while fees are unpaid.
- (d) *Unpaid fees:* A charge will be calculated on a daily basis at the rate of 2% per month or such other rate as the School considers reasonable to cover administrative and bank charges, and this charge will be levied on fees, fees in lieu of notice and extras that are unpaid by the due date. Such charges will be recoverable by legal action if necessary together with any incurred legal costs. These rules about Fees and the rules (below) about notice are intended to protect those Parents who pay fees on time from increases caused by the defaults of others.
- (e) *Instalment arrangements:* Payment of fees following a prior arrangement with the School by standing order or an instalment agreement may be cancelled by the School on 30 days' notice and will cease automatically in the event of default for 30 days or more. On cancellation or cessation, the full amount of fees then due shall be payable forthwith as a debt and interest will accrue.
- (f) *Bursaries:* are means tested and are reviewed annually in June for the next academic year. Applicants are asked to complete a Confidential Statement of Financial Circumstances, the format of which is in the form recommended by the Independent Schools Bursars Association, and to provide supporting documentation. Bursaries are available to the Parents of a Boy who is already a pupil in the School (but not in respect of the academic year in which the Boy is in Reception or Year 1). Bursaries are also available on a competitive basis at 7+ and 8+ entry to the School.

- (g) Fee levels will be reviewed from time to time and there will be such reasonable increases as the Governing Body may determine.

## 6. Notice of Cancellation or Withdrawal; Removal; Fees in Lieu

- (a) *Withdrawal:* in all cases, except at the end of the Common Entrance or Scholarship course, a term's Notice must be given before a Boy is withdrawn. Failure to provide the requisite notice will result in a term's Fees in lieu becoming due and payable as a debt and may be invoiced at any time after withdrawal, whether or not the place can be filled.
- (b) *Cancellation:* A term's Fees in lieu will be payable by the Parents and the Deposit will be forfeited if, for any reason other than inadequate performance in an entrance test, they cancel their acceptance of a place or the Boy does not join the School. Cases of serious illness or genuine hardship may receive special consideration on written request.
- (c) *Removal:* Parents may be required during or at the end of a term to remove a Boy permanently if, after consultation with a Parent, the Headteacher is of the opinion that the Boy is not making sufficient progress to warrant his remaining at the School or if his conduct or that of the Parent has been unsatisfactory. There would be no refund of fees in these circumstances, the Deposit would be forfeited and all outstanding fees and charges must be paid but Fees in lieu would not be charged. A review procedure is available.
- (d) *Expulsion:* A Boy may be expelled at any time if, because of the conduct of a Parent or the Boy (whether on or off school premises or in or out of term time), the Headteacher is reasonably satisfied that such conduct has been prejudicial to good order or school discipline or to the reputation of the School or if for some other reason the continued presence of the Boy is incompatible with the interests of the School. The Headteacher will act fairly in accordance with the procedures of natural justice and would not expel a Boy other than in grave circumstances. There would be no refund of Fees in these circumstances, the Deposit would be forfeited and all outstanding fees and charges must be paid but Fees in lieu would not be charged. A review procedure is available.
- (e) *Other Events Requiring Notice:* To discontinue Extras, written Notice is required by the last day of the preceding term. In the case of music lessons, however, a Half Term's written Notice to both the teacher and the Director of Music is required. Failure to give such advance warning will result in a term's Extras becoming payable in lieu.
- (f) *Notice of Termination:* The School may terminate this agreement on one term's written notice and otherwise under clauses 6 (c) and 6 (d) above.

## 7. General Conditions

- (a) *Special Precautions:* The Headteacher must be notified in writing immediately of any court orders or situations of risk in relation to a Boy for whom any special safety precautions may be needed. A Parent may be excluded from school premises if the Headteacher, acting properly, considers such exclusion to be in the best interests of the Boy or of the School.
- (b) *Absence of Parents:* When both Parents will be temporarily away from their home overnight during term time, the Headteacher must be informed in writing of the name, address and telephone number/s for 24-hour contact of a suitable legal guardian or other adult with whom the Boy will reside when not at School and who is willing and authorised by the Parents to accept full responsibility for the Boy in all circumstances. These matters are the responsibility of the Parents.
- (c) *Insurances:* The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of Parents. The School is not the agent of the Parents for any purpose related to insurance.

- (d) *Concerns/Complaints:* Parents who have cause for serious concern as to a matter of safety, care or quality of education must inform the Headteacher in writing without delay. A Complaints Procedure is available on request
- (e) *Special Learning Difficulties:* As a matter of good practice we administer a basic screening test to all pupils in Year 2 and Year 4 and we notify Parents if we believe that a Boy may need extra support or should be referred to an educational psychologist for a formal diagnosis. The School is able to advise Parents as to how they may, at their own expense, obtain specialist advice or specialist support; but our staff are not qualified to make medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties. Parents may be asked to withdraw a Boy if, in the opinion of the Headteacher, the School cannot provide adequately for a Boy's special educational needs. A copy of the School's Special Needs Policy is available on request.
- (f) *Confidentiality:* The School will take care to preserve the confidentiality of information concerning the Boy and Parents. The Parents, however, consent on behalf of themselves and the Boy to the School (through the Headteacher as the person responsible) obtaining, holding, using and communicating on a "need-to-know" basis, personal data (including sensitive information such as medical details) about the Boy which, in the opinion of the Headteacher, is material to the safety and welfare of the Boy and others, and about his Parents for the purposes of communication about the School. The Parents consent to the School's communicating with any other school or college which the Boy attends or which a Parent proposes the Boy should attend about any matter concerning the Boy or payment of fees, whether or not the information passing is also held in machine-readable form.
- (g) *Examinations, Reports and References:* The School will enter a Boy for an examination only if the Headteacher is satisfied that such is in the best interests of the Boy. Information supplied to Parents and others concerning the progress of a Boy and the character, examination, further education and career prospects of the Boy and any references will be given conscientiously and with all due care but otherwise without liability on the part of the School.
- (h) *Policies:* The ethos and principles on which the School is run are reflected in the Policies. Written policy documents are available on request.
- (i) *Prospectus:* The prospectus describes the broad principles on which the School is currently run and gives some details of its history and ethos. The prospectus is not part of the agreement between the Parents and the School and is not contractually binding. For the avoidance of doubt documents supplied at the same time as the prospectus shall not be construed to be part of the prospectus. Although believed correct at the time of printing, certain statements may be out of date from time to time. Parents wishing to place specific reliance on a statement in the prospectus should seek written confirmation of that statement before accepting the offer of a place.
- (j) *Consumer Protection:* If any word/s, phrases or expression/s infringe the *Unfair Terms in Consumer Contracts Regulations 1994* they shall be treated as severable and shall be disregarded only so far as necessary and such other words shall be excluded or added as shall make sense of what remains.
- (k) *Interpretation:* These terms and conditions supersede those in the prospectus and elsewhere and will be construed as a whole. Headings are for ease of reading only and are not otherwise part of the terms and conditions. Any waiver is effective only if given in writing by the Headteacher personally.
- (l) *Jurisdiction:* This contract was made at the School and is governed exclusively by English Law.