



MANOR HOUSE SCHOOL

NAME OF CHILD:

Please initial and date each page of the Terms and Conditions, then return

Terms and Conditions

1. Definitions

(a) In these terms and conditions

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

"child" means a child of whatever age admitted by the School to be educated.

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

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

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

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

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

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

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

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

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

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or who with the School's written consent has subsequently assumed parental responsibility for such child.

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

2. Acceptance of a Place at Manor House School and Deposit

- (a) An offer of a place for your child at the School is accepted by your completing and returning the Form of Acceptance and paying the deposit at the current rate.
- (b) The deposit is not refundable if your child does not take up a place at the School. In addition, you must give a term's notice in writing if you are not taking up the place otherwise the full term's fees will be due.
- (c) The deposit will form part of the general funds of the School until it is credited without interest to the final invoice due to the School on your child's leaving.

3. School Fees

- (a) All the general costs incurred in the usual course of the education by the School of your child shall be met by the fees unless otherwise notified by the School. Some non-returnable items may be charged as extras.
- (b) Any extra-curricular activities such as private music lessons, trips and visits in which you agree your child may participate shall be deemed to be

supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.

- (c) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained the prior written consent of both the School and the remaining parent.

If your child has been awarded a scholarship or bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn with immediate effect if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.

- (d) Each invoice must be paid either in full before the first day of term or, by four monthly instalments, the first instalment is due before or on the first day of term. If instalments are required a form, available from the Director of Finance & Operations, must be completed. Supplemental charges will be made for paying by instalments.
- (e) We reserve the right to refuse to allow your child to attend the School or to withhold any certificates or references while fees remain unpaid or there is a persistent default in relation to supplemental charges. In order to make provision for administration costs and interest forgone, we reserve the right to make a surcharge of 4% per term on late payment of invoices. The surcharge will apply to any invoice not paid by the first day of term to which it relates (or in the case of supplemental charges, one month after the date of invoice). You will appreciate that where we are approached by any other School or education establishment to which you propose to send your child requesting a reference or information from us regarding the reason for your child leaving this School, then we will provide the same and your acceptance of this contract is taken as consent for the provision of such information.
- (f) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give at

least a term's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term.

- (g) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.

4. Notice Requirements

- (a) If you wish to withdraw your child from the School (other than at the normal leaving date) you shall either give a term's written notice to that effect or shall pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given. Written notice must be addressed to the Head.
- (b) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give one term's notice to that effect or shall pay to the School a term's charges for the activity in which your child has ceased to participate.
- (c) The School's affairs are organised on a termly basis and that it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

5. School Rules

- (a) It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- (b) Illegal substances such as drugs are not allowed in the School.
- (c) The School reserves the right to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.

6. Disciplinary Procedures

- (a) The Head may at her discretion require you to remove or may exclude or expel your child from the School if she considers that your child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.
- (b) The Head may at her discretion require you to remove or may exclude or expel your child if the behaviour of you or either of you is in the opinion of the Head unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- (c) Should the Head exercise her right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.
- (d) The review of serious disciplinary matters is governed by the Complaints Procedure.

7. The School's Obligations

- (a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of each of the following educational stages: nursery/preparatory/junior/senior
- (b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.
- (c) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- (d) We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. Unless you

notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

- (e) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- (f) Although our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing it does not form part of the contract between you and the School. We reserve the right to make changes to any aspects of the School, including the curriculum. We will give parents a term's notice of any changes at the School including changes in the curriculum that we regard as significant to your child, and where practicable will consult with parents on such changes.
- (g) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.
- (h) Religious observance at the School shall be conducted in accordance with the School ethos.

8. The Parents' Obligations

- (a) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.
- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (c) The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of both such persons. Unless other arrangements are agreed between you and the School we shall be entitled

to treat any communication from the School to any such person as having been made to both of them.

- (d) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (e) We cannot accept any responsibility for the welfare of your child while off the School premises unless she is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- (f) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.

9. Insurance

Your child is included in an obligatory personal accident insurance scheme, the charge for which is incorporated into the annual fees. The Director of Finance & Operations will have information available on other insurances available such as the Fees Refund Scheme which is voluntary and will result in an additional charge. The School does not carry insurance for the person of your child or their personal effects whilst at School so parents are advised to make their own insurance arrangements if cover is required.

10. Confidentiality and References

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

11. Intellectual Property Rights

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

12. Changes in Ownership

For the purposes of reconstruction or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

13. Communications

All notices required to be given under these terms and conditions must be given in writing, for legal reasons e mails will not be considered as written notice. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

14. Force Majeure

- (a) In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).
- (b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues. The School shall use its best endeavours during the continuance of the force majeure to provide educational services.
- (c) If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify you of the steps it shall take to ensure performance of the agreement.
- (d) In the event of a force majeure which affects your ability to perform any of your obligations under this agreement, you shall give the School notice in

writing of the force majeure. You shall not be liable for non-performance of such obligations during the continuance of the force majeure but in the event of the force majeure continuing for more than four months, you shall discuss with the School a solution by which this agreement may be performed.

15. Interpretation

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

16. Jurisdiction and Governing Law

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

17. Variations

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will give you at least a term's notice of any such modifications.