KINGS MONKTON SCHOOL

# Terms and Conditions

**(Dated 28th May 2024)**

**Name of pupil: _____**

**I/We have read and understood the terms and conditions contained in this document, and accept them in full.**

| | 1st Parent / Legal Guardian | 2nd Parent / Legal Guardian |
|---|---|---|
| **Signature** | | |
| **Full Name** | | |
| **Relationship to Child** | | |
| **Date** | | |

**A Introduction**

**1.** These Terms and Conditions reflect the custom and practice of independent schools and form the basis of a legal contract for educational services.

The Terms and Conditions are intended to promote the education and welfare of each pupil and the stability, forward-planning, proper resourcing and development of the School.

**2.** Our prospectus and website are not contractual documents. Please see **Section K** for further information.

**3. Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out **at Sections H & I** below.

**4. Managing Change:** The School, as any other, is likely to undergo a number of changes during the time your child is a pupil here. Please see **Section K** for further details of the changes that may be made and the consultation and notice procedures that will apply.

**5. Documents referred to:** Before accepting the offer of a place, parents and pupils receive a copy of the current School Prospectus, including the School Rules, the Fees List, principal School policies and our Complaints Procedure. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions.

**B Terminology**

**6.** "**The School**"/"**We**"/"**Us**" means Kings Monkton School Ltd as now or in the future constituted (and any successor). The School is constituted as a company limited by guarantee.

**7. "Academic Board"** mean the Board Members who are appointed from time to time through parent and staff elections under the terms and conditions and who are responsible for governance of the School.

**8.** "**The Principal of Kings Monkton School**" is responsible for the day-to-day running of the School. The Directors have authorised the Vice Principal to deputise for the Principal, with all the Principal's usual powers and responsibilities. References in these Terms and Conditions to 'the Principal of Kings Monkton School' or 'the Principal' should be read as including this authorised deputy.

**9.** "**The Parents**"/"**You**" means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.

**10.** "**The Pupil**" is the child named on the Registration Form. The age of the Pupil will be calculated in accordance with UK custom.

**C <u>Admission and Entry to the School</u>**

**11. Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. "**Admission**" occurs when Parents accept the offer of a place. "**Entry**" is the date when a pupil attends the School for the first time under this contract.

**12. Equal Treatment:** The School is a mainstream day School, with SEN Status, for boys and girls aged from 3-18 years. The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under the Equalities Act 2010; The Children and Families Act ("CAFA") 2014 and The Additional Learning Needs and Education Tribunal (Wales) Act 2018 in order to accommodate the needs of applicants, pupils and members of the staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

**13. 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 credited against the last month of fees due. Acceptance Deposits are non-refundable when an accepted place is not taken up by a child. An acceptance deposit is payable regardless of length of stay. A Registration fee ("**Registration Fee**") as shown of the Fees List for the relevant year will be payable when Parents accept the offer of a place. Registration Fees cover the cost of administration charges and are non-refundable.

**14. Overseas Pupils:** For pupils whose usual residence is outside of the UK, parents are required to pay the annual fees before the CAS is issued. Fees are non-refundable if visa fails or pupil does not arrive to study at Kings Monkton.

**15. Data Protection:** In signing these terms and conditions, parents understand and authorise the practise of the school obtaining and retaining pupil information and/or pupil photographs and images.

## D Pastoral Care

**16. Meaning:** Pastoral care is a wellbeing thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each pupil and the integrity of the house and School community.

**17. Our Commitment:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others.

**18. Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure can be supplied on request and is available on our website: www.kingsmonkton.org.uk

**19. Pupil's Rights:** The Pupil, if he/she is of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural and/or adoptive parents. If a conflict of interests arises between a Parent and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parent.

**20. Authority of the Principal:** 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 Pupil's welfare.

**21. Ethos:** The ethos of this School must be such as to foster good relationships between members of the staff, the pupils themselves and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and Parents and we expect the same of the Pupil and Parents in relation to the School.

**22. Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare. Parents also consent to their child participating in contact and non-contact sports and other activities as part of the normal School and extra-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

**23. Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety or any change in the financial circumstances of parent/s of a pupil awarded a bursary by the School.

**24. Confidentiality:** The Parents authorise the Principal to override their own and (so far as they are entitled to do so) the Pupil's rights of confidentiality, and to impart confidential information on a "*need-to-know*" basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, teachers

and other employees of the School may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's e-mail communications and internet use. Please refer to the ICT & E Safety Policy for further detail.

**25. Special Precautions:** The Principal needs to be aware of any matters that are relevant to the Pupil'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 Pupil 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 Pupil or of the School.

**26. Leaving School Premises:** We will do all that is reasonable to ensure that your child remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if he/she leaves School premises in breach of School Rules and Regulations and we are not legally entitled to do so in the case of a pupil aged 16 years or over.

**27. Residence During Term Time:** Pupils are required during term time and at weekends, to live with a parent or legal guardian or with an education guardian acceptable to the School. The Principal must be notified in writing immediately if the Pupil will be residing during term time under the care of someone other than a parent.

**28. Communication with Parents**: With the exception of communication regarding cancellation, withdrawal and notice of withdrawal, the School will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person unless other arrangements are made and any communication from the School to any such person as having been made to each of them.

**29. Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.

**30. Education Guardians:** A pupil of any age whose Parents are resident outside the United Kingdom must have an education guardian 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 during the holidays for a pupil whose Parents are resident abroad and the Parents and guardians of such pupils must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian.

**31. Photographs**: It is the custom and practice of most independent schools, and of this School, to include some photographs or images of pupils in the School's promotional material such as the prospectus and website. We would not disclose the name or home address of a child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and must write immediately to the Principal requesting an acknowledgement of their letter.

**32. Transport:** The Parents' consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

**33. Pupil's Personal Property:** Pupils are responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School, including

door access cards. The use of mobile phones is not permitted in school. Mobile phones used within school will be confiscated and have to be collected by parents.

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

**35. 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 Pupil or Parents or for loss or damage to property.

**E Health and Medical Matters**

**36. Medical Declaration:** Parents will be asked to complete a form of medical declaration concerning the Pupil's health and must inform the Principal in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious diseases.

**37. Pupil's Health:** The Principal may at any time require a medical opinion or certificate as to the Pupil's general health where the Principal considers that necessary as a matter of professional judgement in the interests of the child and/or the School. If the Pupil is of sufficient age and maturity he/she is entitled to insist on confidentiality which can nonetheless be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.

**38. Medical Information:** Throughout the Pupil's time as a member of the School, the School shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, "*need-to-know*" basis.

**39. Emergency Medical Treatment:** The Parents authorise the Principal to consent on behalf of the Parents to the Pupil receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

**F Educational Matters**

**40. Our Commitment:** Within the published range of the School's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances, and often to a much higher standard.

**41. Organisation**: We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of Principal, is most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils and may take into account management of friendship groups. Any Parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's tutor, or any other appropriate member of staff, as soon as possible, or contact the Principal in the case of a grave concern.

**42. Progress Reports**: The School monitors the progress of each pupil and reports regularly to Parents by means of progress reports and full written reports. Parents have online access to these reports and data for their son/daughter through their SIMS Portal.

**43. Sex Education**: All pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the curriculum.

**44. Public Examinations**: The Principal may, after consultation with Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of professional judgement, the Principal considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the staff.

**45. Reports and References**: Information supplied to Parents and others concerning the progress and character of the Pupil, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

**46. Additional Learning Needs (ALN)**: The School will do all that is reasonable in the case of each pupil to detect and deal appropriately with a learning need which amounts to a "special educational need". Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning needs.

**47. Screening for Additional Learning Needs (ALN)**: The screening tests available to Schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that the Pupil may have learning needs. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.

**48. Information about Learning Needs**: Parents must notify the Principal in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has an additional learning need and the Parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the Pupil, 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 Pupil (where appropriate), the School cannot provide adequately for a pupil's special educational needs. Specialised Learning Support provided by the School will be charged as an extra cost.

**49. Moving up the School**: It is assumed that each pupil who satisfies the relevant criteria at the time will progress through the School. Parents will be consulted before the end of the Spring term (March) if there appears to be any reason why the Pupil may be refused a place at the next stage of the School. Parents must give a term's notice in writing (i.e. before the start of the Summer Term in Year 11) in accordance with the Provisions about Notice (in section H) if they do not intend their child to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.

**50. School's Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of the Pupil in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in creation/development of intellectual property.

**51. Pupil's Original Work**: Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents' consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at School premises until, in our professional judgement, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Principal and staff.

**52. Educational Visits:** A variety of educational visits will be provided for your child while a pupil here. The cost of some educational visits will be charged as an extra and added to the bill. Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. The Pupil is subject to School discipline in all respects whilst engaged in a School trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill. Attendance on educational trips is dependent upon pupil's behaviour record and the Principal has the discretion to disallow pupils from attending an educational trip if their behaviour in school warrants a concern or is not I line with the schools expectations and Behaviour Policy.

**G <u>Behaviour and Discipline</u>**

**53. School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Board of Directors 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 Pupil is at issue.

**54. Conduct and Attendance:** We attach importance to courtesy, integrity, tolerance, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules about the wearing of uniform.

**55. School Rules**: The School Rules and Regulations which apply are set out in the School Prospectus, Pupils' School Planners, Discipline Policy and other documents published from time to time. Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place. Please refer to the Behaviour and Discipline Policy for full details of our school rules.

**56. School Discipline:** The Parents hereby confirm that they accept the authority of the Principal 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 each pupil and the School community as a whole. The School's disciplinary policy which is current at the time applies to all pupils 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.

**57**. **Action taken:** A complaint or notification of misconduct will be looked into fully. The Pupil may be questioned and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by a parent, education guardian or a teacher of the Pupil's choice. The full procedure for carrying out disciplinary action against pupils is outlined in our Behaviour and Discipline Policy. Issues relating to social media and use of ICT are outlined in our ICT and E Safety Policy.

**58. Procedural Fairness:** Procedures when looking into a complaint which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Principal before a decision is taken in such a case. In the absence of a parent or an education guardian, the Pupil will be assisted by an adult

(usually a teacher) of his/her choice. At all times staff within the school will act in accordance to our Safeguarding Policy.

**59. Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which Principal has acquired during a disciplinary issue.

**60**. **Drugs & Alcohol:** The Pupil may be given the opportunity to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record. The use of drugs or alcohol on the school premises is strictly forbidden and will result in the permanent exclusion of the pupil.

**61**. **Terminology:** In these Terms and Conditions "fixed term exclusion" means that the Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of a disciplinary review or a Disciplinary Panel Meeting. "Withdrawal" means that the Parents have withdrawn the Pupil from the School. "Permanent Exclusion" means that the Pupil has been required to leave ("asked to leave") the School permanently in the circumstances described below. "Released home" means that the Principal has consented to the Pupil being away from School for a specified period of time. "Exclusion" means that the Pupil may not return to School until arrears of Fees have been paid. "Exclusion" may also be used as a general expression covering any or all of the other expressions defined in this clause.

**62. Sanctions:** The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, or exclusion.

**63. Exclusion:** The Pupil may be formally excluded from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of School discipline or a serious criminal offence. Exclusion is reserved for the most serious breaches. The Principal shall act with procedural fairness in all such cases. The decision to permanently exclude a pupil from school will be taken by a Disciplinary Panel, made up of a Director, a member of the Academic Board and a member of the Senior Leadership Team. Parents will be given a copy of the Discipline and Behaviour Policy current at the time. The Pupil shall remain away from School pending the outcome of Panel's Hearing.

**64. Fees after Exclusion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms, but the overseas element (if any) of the Acceptance Deposit, and the unspent balance of any lump sum prepayment will be refunded without interest. There will be no charge to fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable.

**65. Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the School, if, after consultation with the Pupil and/or Parent, the Principal is of the opinion that by reason of the Pupil's conduct or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School, or if a Parent has behaved unreasonably or otherwise unacceptably towards the School or any of its members, including pupils, Academic Board members, staff or other parents. Unreasonable behaviour includes, but is not restricted to, threatening, abusive

or aggressive behaviour. In these circumstances, Parents may be permitted to withdraw the Pupil 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 Pupil and Parents as well as those of the School.

**66. Fees Following Removal:** If the Pupil is removed or withdrawn in the circumstances described above, the rules relating to Fees and the Acceptance Deposit shall be the same as for exclusion.

**67. Leaving Status:** The expression "leaving status" has reference to whether the Pupil has been expelled, removed or withdrawn, and to the record which will be entered in to the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Principal with the Parents and, where appropriate with the Pupil, at the time of the Principal's decision.

**68. Disciplinary Panel:** In cases of where the conduct of a pupil could warrant a permanent exclusion the parents and pupil will have the opportunity to go before the Disciplinary Panel to hear the case being made against the pupil and put forward their own case. The Panel will be made up of the Principal, A member of the Senior Leadership Team and a member of the Academic Board. Other key staff can be called to present information at this hearing, including the ALNCO; Pastoral & Wellbeing Assistant Headteacher; Form Tutor etc., but they will not have a role in making the final decision about the outcome for the pupil. In these cases, the decision of the Panel is final and there is no right to appeal. Please see the Behaviour and Discipline Policy for more details.

**69**. **Appeal over Exclusions:** The Parents have a right to appeal to the Academic Board over the Principal's decision to administer fixed term exclusion. Any appeal must be made, in writing, within five working days of the fixed term exclusion notification. There is no appeal for parents over the Disciplinary Panel's decision to administer a permanent exclusion.

**70. Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to expel or remove the Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response. Complaints about the Principal should be made to an external independent company,, and details of this can be found in the school's Complaints Policy.

**H <u>Provisions about Notice</u>**

(See also section F "Moving up the School" and section G)

**71. Notice to be given by Parents** means (unless the contrary is stated in these Terms and Conditions) **a term's written notice** addressed to and received by the Principal personally or signed for by the School office on the Principal's behalf. It is expected that Parents will consult with the Principal or the Vice Principal (as appropriate) before giving notice to withdraw the Pupil.

**72. Provisional Notice** is valid only for the term in which it is given and only when written and accepted in writing by the Principal personally or the Vice Principal duly authorised for this purpose.

**73. Fees in Lieu of Notice** means Fees in full for the term of notice at the rate that would have applied had the Pupil attended and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession.

**74. "A Term's Notice"** to be given by Parents means notice given before the first day of a term and expiring at the end of that term. A term's notice must be given in writing if the Parents wish to cancel

a place which they have accepted, or if Parents wish to withdraw the Pupil who has entered the School; or if, following the GCSE year or AS Level year, the Pupil will not return for the following year.

**75. Cancelling Acceptance:** The cancellation of a place which has been accepted 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 5 years. Nonetheless, the School agrees to limit the Parent's liability to a full term's fees less the Acceptance Deposit payable as a debt if less than a term's notice of cancellation has been given, or to the full amount of the Acceptance Deposit if more than a term's notice has been given. Cases of serious illness or genuine hardship may receive special consideration on written request.

**76. Withdrawal by Parents:** If the Pupil is withdrawn on less than a term's notice, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice less the Acceptance Deposit will be immediately due and payable as a debt at the rate applicable to the term in question unless the place is filled immediately and without loss to the School. The charge of a term's Fees 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.

**77. Prior Consultation:** It is expected that a parent or duly authorised education guardian will in every case consult personally with the Principal or with the Vice Principal before notice of withdrawal is given.

**78. Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.

**79. Discontinuing Extras**: A term's written notice is required to discontinue extra tuition such as Specialised Learning Support or a term's Fees for the extra tuition will be immediately payable in lieu as a debt.

**80. Termination by the School:** The School may terminate this agreement on one term's written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal. The School would not terminate the contract without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit would be refunded without interest less any outstanding balance of the account.

**I Fees**

**81. Meaning:** "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: Registration Fee; Acceptance Deposit; Overseas Deposit; Tuition Fees; Fees for extra tuition; other extras such as photographs and other items ordered by the Parents or the Pupil and charges arising in respect of educational visits, and damage where the Pupil 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) and late payment charges if incurred.

**82. Payment:** The bill payer(s) undertake to pay the Fees applicable in each School year. Fees for each term are due and payable as cleared funds before the published payment date to which they relate. If an item on the fees invoice is under query, the 'undisputed' balance of that fees invoice must be paid. To access the Early Payment Option (EPO) Fees are due and payable **before the commencement of the School term to which they relate**. If one or more items on the bill are under query, the balance of the bill must be paid.

**Cash payments:** There is no option to access our Early Repayment Option for payments made by cash. Cash payments will incur the following charges to cover bank costs in regards to School fees,

minibus charges and costs for additional support. These charges do not apply to nominal charges such as lunch vouchers or school trips:
£10.00 for every £1 - £500.00
£20.00 for £501.00 - £1000.00

**83. Payment Dates.** Fees must be paid, or direct debit payment plans established in accordance with the provisions of paragraph 90 by the following dates. **Failure to do so will mean parents cannot access Early Payment Option and will be responsible for full fees as stated on our School Fees Document**. School term dates are published on the School website or available from the Administration Office

- **Annual payments** – paid in full annually no later than 20st August for the following academic year.
- **EPO Termly payments** – paid in full no later than the dates below for the following academic term:
    - Autumn Term – the Friday before the start of term
    - Spring Term – the Friday before the start of term
    - Summer Term – the Friday before the start of term
- **Standard Fees** – two weeks after the first day of term to which the fees apply.

**84. Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a pupil is released home after public examinations or otherwise before the normal end of term (provided that the School remains open to the Pupil and they wish to stay at School during that period); or for any cause other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out in Section G above) would apply if the Pupil is expelled or removed, i.e. asked to leave. See also Section J for information about the rules on events beyond the control of the parties.

**85. Exclusion for Non-Payment:** The right is reserved on 3 days' written notice to exclude the Pupil while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the Director has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the Parents. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil. A pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion. (Then a term's Fees in lieu of notice will be payable in accordance with the Provisions about Notice in Section H.)

**86. Late Payment:** Simple interest may then be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 3 percentage points above the Bank of England base rate which is a genuine estimate of the cost to the School of a default. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared.

**87. Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.

**88. Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.

**89. Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent or Local Authority) 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 Bursar. EPO's are not offered on fees paid by third parties, or Local Authorities . All third party fees must be paid in full by the standard fee payment date of the term to which they relate (Section 83). Payments will only be accepted from company accounts with express permission from the Principal. The School reserves the right to refuse a payment from a third party.

**90. Instalment Arrangements:** The School will only accept instalment arrangements by direct debit agreement with the first month's payment payable in advance. An agreement by the School to accept payment of current and/or past Fees by instalments is concessionary, payment plans will be confirmed in writing, and will cease automatically in the event of any default for thirty days or more. On ceasing, the full amount of Fees then due shall be payable forthwith as a debt and interest will start to accrue at the rate for Late Payment (see above). Fees received under an instalment arrangement shall be deemed to have been paid in twelve instalments appropriated as to four instalments for the Autumn Term, four instalments for the Spring Term and four instalments for the Summer Term. The payments in respect of each term shall be deemed a separate credit agreement from the payments for each other term.

**91. Composition Schemes** under which a lump sum prepayment for between one and five years is made by or on behalf of the Parents will be the subject of a separate contract which will provide, among other conditions, for a refund of the unused part of the prepayment in the event of the Pupil leaving earlier than expected. Fees in lieu of notice (where applicable) and any other sum due and owing to the School at that time will be deducted from the sum to be refunded.

**92. Scholarships & Bursaries:** Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. The value of a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed.

**93. Family Discounts:** Discounts are available for sibling members of a family, providing they are all attending the school at the same time. There are specific terms that apply with regard to family discounts, and they will be confirmed on application to the Finance Department. All discounting within the family discount scheme is at the discretion of the School.

2nd Qualifying Child Discount = 10%
3rd Qualifying Child Discount = 20%
4th Qualifying Child Discount = 30%.

**94. Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If less than a term's notice is given of a Fee increase greater than 8%, notice of withdrawal given within 21 days after notice of the increase was received will not incur a term's Fees in lieu of notice and the Acceptance Deposit will be refunded without interest. Any adjustments to fees due to changes in legislation require a full term's notice or Fees In Lieu of notice will be applied.

**95. Money Laundering:** In some circumstances the School will need to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

**96. Debt Recovery:** Fees that are not paid before the school term to which they relate or breached instalment agreements will be regarded as a debt and recovered; external debt recovery assistance

will be contracted when appropriate. Kings Monkton School will charge any costs associated with debt recovery to the Fees account, this may include, but is not limited to legal costs, debt recovery charges, court costs and interest charges.

**97. Debt Management:** The Kings Monkton School Limited debt management process is:

a) On breach of payment terms or agreement a first letter will be sent to the account holder/s with current account statement requesting payment of all fees due within 30-days. A £50 admin fee will be charged.

b) After 30-days without settlement of fees due or agreement, a second, final, letter requesting payment with 14-days. A £100 admin fee will be charged.

c) After a further 14-days if payment remains outstanding without agreement a third and final letter will be sent notifying the account holder that school places will be withdrawn, and legal recovery action commenced without further notification.

## J Events Beyond the Control of the Parties

**98. Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as 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.

**99. Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

**100. Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 95 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

## K General Contractual Matters

**101. Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.

**102. Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.

**103. Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and Regulations, 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. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

**104. Consumer Protection:** Care has been taken to use plain language in these terms and conditions and to explain the reasons for any of the terms that may appear one-sided. If any words above or in combination, infringe the Consumer Rights Act 2015 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.

**105. Consultation:** It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that parents will be consulted and where possible given at least a term's notice of a change of policy, change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care, or a change of ownership.

**106. Representations:** Our prospectus and website describe the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus or website, or a statement made by a member of staff or a pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering this agreement.

**107. Third Party Rights:** Only the School and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.

**108. Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.

**109. 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 non-exclusive jurisdiction of the Courts of England and Wales.

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