



**CUNDALL MANOR SCHOOL**

# **PARENT CONTRACT**

Version 17.0

**Independent Day/Boarding School for Boys and Girls**

## **Terms & Conditions**

### **A Introduction**

1. **These Terms and Conditions** reflect the custom and practice of Cundall Manor School and they 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 Cundall Manor School.
2. **Our prospectus and School website** (other than the Terms and Conditions on the School 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:** Cundall Manor School, as any other school, 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 School Rules (Appendix A) and the Fees List. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions. Please now refer to **Section K**.

### **B Terminology**

6. **“The School”/“We”/“Us”** means Cundall Manor School as now or in the future constituted (and any successor).
7. **“School Governors”/“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.
8. **“The Head”** is responsible for the day to day running of the School and that expression includes those to whom any duties of the Head or of the Governing Body have been delegated.
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 welfare and best interests of the child.
10. **“The Pupil”** is the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with UK custom.

## C Admission and Entry to the School

11. **Registration and Admission:** The offer of a place 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 for boys and girls aged from 2–16 years with boarding for children aged 7-16. The School comprises of: The Pre Prep, a pre-prep for boys and girls aged 2-7 years (Pre Prep); The Main School, a preparatory school for boys and girls aged 7-13 years (Main School) and Upper School, a senior school for boys and girls aged 13-16 years (Upper School). The School has a Christian ethos but 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 and moral responsibilities under the *Disability Discrimination Act 1995* as amended by the *Special Educational Needs & Disability Act 2001* 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 Bond:** A bond (“Acceptable Bond”) will be payable when Parents accept the offer of a place. The Acceptance Bond will be non-refundable.
14. **Fees from previous schools:** The school reserves the right to establish from any previous school that all fees have been paid.

## D Pastoral Care

15. **Meaning:** Pastoral care is a thread that runs throughout all aspects of life at the School and is directed towards the happiness, success, safety and welfare of each pupil and the integrity of the School community.
16. **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.
17. **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil, any education issue or other matter connected with 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 65 below.**
18. **Pupil’s Rights:** The Pupil, if he or 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 interest arises between the Parent/s 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/s.
19. **Head’s Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil’s welfare.
20. **Ethos:** The ethos of this School is to foster good relationships between members of staff, the pupils themselves and between members of staff and pupils. Bullying,

harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to Pupils and Parents and we expect the same of Pupils and Parents in relation to the School.

21. **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.
22. **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 (or other arrangement made in good faith by the School in reliance on representations as to parental means).
23. **Confidentiality:** The Parents authorise the Head 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 computer and internet use.
24. **Special Precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or of the School.
25. **Leaving School Premises:** We will do all that is reasonable to ensure that Pupils remain in the care of the School during School hours but we cannot accept responsibility for the Pupil if they leave School premises in breach of School Rules and procedures.
26. **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.
27. **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 has responsibility for the Pupil.
28. **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 exets, half term or the holidays for Pupils 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.

29. **Digital Images:** 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. Parents who do not want their child's photograph or image to appear in any of the School's promotional material can so indicate on the image consent form in the Admission Pack.
30. **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.
31. **Pupil's Personal Property:** Pupils are responsible for the security and safe use of all their personal property including money, mobile phones, watches, computers, calculators, musical instruments and sports equipment and for property lent to them by the School.
32. **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.
33. **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**

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

36. **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.
37. **Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the Pupils. Any Parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's Teacher or any other appropriate member of staff, as soon as possible, or contact the Head in a case of a grave concern.

38. **Progress Reports:** The School monitors the progress of each Pupil and reports regularly to Parents by means of grades, full written reports and consultation/Parents meetings.
39. **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.
40. **Public Examination:** The Head 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 Head 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.
41. **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.
42. **Learning Difficulties:** The School will do all that is reasonable in the case of each pupil to detect and deal appropriately with a learning difficulty which amounts to an "additional need". Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties.
43. **Screening for Learning Difficulties:** 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 a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
44. **Information about Learning Difficulties:** Parents must notify the Head in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a pupil's additional needs. The School is entitled to charge for any additional needs provision arranged in consultation with Parents.
45. **Moving up the School:** It is assumed that each pupil who satisfies the relevant criteria at the time will progress through the School and will ultimately complete Year 11. Parents will be consulted before the end of the Easter Term 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 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. If they fail to do so, a term's Fees in lieu of notice will become payable.**
46. **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 the creation/development of Intellectual Property.
47. **Pupil's Original Work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, practical work 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 on 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 any loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head and the staff.

48. **Educational Visits:** A variety of educational visits will be provided for your child while a Pupil here. By signing this agreement, you are consenting for your child to take part in visits which do not involve an overnight stay. The cost of any such trip will be taken from the Annual Contribution Charge. Educational visits abroad or those in the United Kingdom involving an overnight stay, or any visits requiring a specific payment will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. The Pupil must comply with the School discipline policy 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 the discipline policy, will be charged to Parents.

## **G Behaviour and Discipline**

49. **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise their discretion in a reasonable and lawful manner and with procedural fairness when the status of the Pupil is at issue.
50. **Conduct and Attendance:** We attach importance to courtesy, integrity, 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 and general appearance.
51. **School Rules:** The School Rules which apply are set out at Appendix A. Parents are requested to go through these documents carefully with the Pupil before they accept the offer of a place.
52. **School Discipline:** The Parents hereby confirm that they accept the authority of the Head and of other members of staff on the Head's behalf, to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the School community as a whole. The School's disciplinary policy which is in place at the relevant 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.
53. **Investigative Action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his/her accommodation or 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.
54. **Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to

notify the Parents or education guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of a Parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.

55. **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 the Head has acquired during an investigation.
56. **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 the School's discipline policy. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.
57. **Terminology:** In these Terms and Conditions, "**Suspension**" means that the Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Governors' Review. "**Withdrawal**" means that the Parents have withdrawn the Pupil from the School. "**Expulsion**" and "**Removal**" 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 Head 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.
58. **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 suspension, or alternatively being removed or expelled.
59. **Expulsion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of the School's discipline policy or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision shall be subject to a Governors' Review if requested by a Parent. Parents will be given a copy of the Review procedure current at the time. The Pupil shall remain away from School pending the outcome of the Review (see "Governors' Review" below).
60. **Fees after Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Bond or of Fees for the current or past terms. There will be no charge to Fees in lieu of notice but save for any contrary provisions in any other agreement made between the Parents and the School all arrears of Fees and any other sum due to the School will be payable.
61. **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, or from boarding, if, after consultation with the Pupil and/or Parent, the Head 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 treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw the Pupil as an alternative to removal being required. The Head shall act with procedural fairness in all such cases and shall have regard to the interests of the Pupil and Parents as well as other members of the School (see "Governors' Review" below).

62. **Fees Following Removal:** If the Pupil is removed or withdrawn in the circumstances described above, the rules relating to Fees and the Acceptance Bond shall be the same as for expulsion.
63. **Leaving Status:** The expression “leaving status” refers to: whether the Pupil has been expelled, removed or withdrawn, the record which will be entered on to the Pupil’s file as to the reason for leaving, the Pupil’s status as a leaver, the transfer of the Pupil’s work to another educational establishment, 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 Head with the Parents and, where appropriate with the Pupil, at the time of the Head’s decision.
64. **Governors’ Review:** Parents may ask for a Governors’ Review of a decision to expel or require the removal of the Pupil from the School or from boarding (but not a decision to suspend the Pupil unless the suspension is for 11 School days or more or would prevent the Pupil taking a public examination). **The request must be made as soon as possible and in any event within ten working days of the decision being notified to the Parents.** Parents will be entitled to know the names of the Governors who make up the Review Panel and may ask for the appointment of an independent panel member nominated by the School and approved by the parent (approval not to be unreasonably withheld).
65. **Review Procedure:** The Head will advise the Parents of the procedure (in place at the relevant time) under which such a Review will be conducted by a panel of three Governors (including an independent member if requested). If Parents request a Governors’ Review, the Pupil will be suspended from School until the Review procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head. A Governors’ Review will be conducted under fair procedures in accordance with the requirements of natural justice.
66. **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.

## H Provisions About Notice

- See also section F “Moving up the School” and section G.

67. **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 Head personally** or signed for by the Head’s secretary or the Bursar on the Head’s behalf. It is expected that Parents will consult with the Head before giving notice to withdraw the Pupil.
68. **Provisional notice** is valid only for the term in which it is given and only when written and accepted in writing by the Head personally or the Head’s Deputy duly authorised for this purpose.
69. **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.
70. **“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** (and time shall be of the essence for such notice) 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 **the Pupil wishes to discontinue extra tuition**.

71. **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 1 and 5 years. Nonetheless, the School agrees to limit the Parent's liability to a full term's fees if less than a term's notice of cancellation has been given. Cases of serious illness or genuine hardship may receive special consideration on written request.
72. **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, a term's Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question. 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.
73. **Prior Consultation:** It is expected that a parent or duly authorised education guardian will in every case consult personally with the Head or with the Head's authorised Deputy before notice of withdrawal is given.
74. **Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.
75. **Discontinuing Extras:** A term's written notice is required to discontinue additional tuition or a term's Fees for the additional tuition will be immediately payable in lieu as a debt.
76. **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), and would offer the Parents a Governors' Review of a decision to terminate.

## **I Fees**

77. **Meaning:** "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: **Registration Fee; Acceptance Bond; Tuition Fees; Boarding Fees; Fees for additional tuition; other extras** such as charges for clothing and equipment, 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.
78. **Payment:** The Parents undertake to pay the Fees applicable in each term in respect of each School year directly to the School by standing order as required except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees. If one or more items on the bill are under query, the balance of the bill must be paid.
79. **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 or for any cause other than at the sole discretion of the Head 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 it's

own expenditure and to ensure that the cost of an individual default does not fall on the other Parents. Separate rules (**set out in Section G above**) would apply if the Pupil were 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.

80. **Exclusion for Non-Payment:** The School's 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 right to a Governors' Review will not normally arise but the Chairman of Governors 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 remain 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.**)
81. **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 at 4% above the HSBC Bank Plc base rate from time to time per annum accruing on a daily basis which is a genuine pre-estimate of the cost to the School of a default. Cheques and other instruments delivered at any time after the first day of term must be presented immediately and will not be considered as payment until cleared. The school reserves the right to use the services of a debt collection agency should Fees remain outstanding for more than one month from the due date. The costs of such debt collection will be added to the debt.
82. **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.
83. **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.
84. **Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent) 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. The School reserves the right to refuse a payment from a third party.
85. **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. Any value attached to a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed. Bursaries will be subject to an annual review.
86. **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.
87. **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.

## **J Events beyond the control of the Parties**

88. **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.
89. **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.
90. **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 89 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

## **K General Contractual Matters**

91. **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 the School community and to ensure compliance with the law.
92. **Legal Contract:** The offer of a place and its acceptance by the Parents gives rise to a legally binding contract on the terms of these Terms and Conditions.
93. **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 Pupil, authorise the School to process personal information (including financial and sensitive personal information) as is deemed necessary for the legitimate purposes of the School.
94. **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, of the premises, facilities and/or their use, in the curriculum and the size and composition of classes and in the School Rules and procedures, the disciplinary framework and the length of School terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or a 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.
95. **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 *Unfair Terms in Consumer Contracts Regulations 1999* or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near to the original meaning as may be fair.
96. **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.

97. **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, 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.**
98. **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.
99. **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.
100. **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.

## **Data Protection Information Notes**

1. The School holds information about you and your child including exam results, parent and guardian contact details and 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:
  - Medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your child.
  - Personal details such as home address, date of birth and next of kin.
  - Information concerning your child's performance at School, including discipline record, School reports and examination reports.
  - Financial information including information about the payment of fees at this School or any other School.
  - Where, in the professional opinion of the Head it is deemed necessary we may share information with certain third parties.
5. If the School enters into a separate arrangement for the payment of fees, we may, in order to verify your identity and so that we can assess your application for credit, 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 credit.

**Cundall Manor School**  
**Registered Charity Number 529540**

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# Appendix A

## School Rules and Guidelines

Pupils at Cundall Manor School are expected to demonstrate good manners, common sense, honesty and consideration for others at all times.

The acceptance and observation of School rules and guidelines is a fundamental part of membership of the School. All pupils are expected to conform to the School rules whilst under the authority of the School. This means throughout the day, to and from School, whilst wearing School uniform and during any School activity either on campus or off-site.

Any action which may harm the good standing of the School (be it in School time or leisure time) may be regarded as an infringement of School rules and dealt with accordingly.

### Behaviour and Bullying

No pupil has the right to make another pupil unhappy through thoughtless verbal, physical, mental or other means. Bullying of any sort is completely unacceptable and will be dealt with most severely.

Pupils are expected to behave with dignity. Behaviour should not cause offence or embarrassment and there should be no inappropriate public displays of affection at School. Any pupils involved in a full sexual relationship whilst in the School's care can expect to be asked to leave Cundall Manor School.

### Illegal Substances; Alcohol; Smoking; Weapons

Pupils may not have in their possession, or use, the following whilst under the authority of the School: illegal substances, alcohol, cigarette lighters, any smoking materials, any offensive weapon or fireworks.

Any use or possession of any of the above will result in serious sanctions, as the Head deems appropriate.

**Any pupil found in possession of, or tested positive for, illegal substances can expect to be asked to leave Cundall Manor School.**

### ICT

On joining the School, all pupils (of appropriate age) must sign and adhere to the agreement regarding the proper use of computers and the network in School.

Any abuse of the ICT system or misuse of the access granted to pupils will result in removal from the system for a period of time. More serious incidents may result in a pupil being asked to leave the School and the police being involved.

**Unauthorised access of the School ICT system is a criminal offence.**

### Mobile Phones

The misuse of a mobile phone, particularly in text bullying and abuse of the camera is unacceptable. The School will take the strongest action against anyone involved in this form of 'bullying'.

### Dress

All pupils should be tidy in appearance and conform to the uniform and games kit regulations which are published in the joining instructions.

Boarders may change into casual clothes at the end of each School day.

On weekdays, all pupils must arrive and leave school in correct School uniform.



## Cundall Manor School Acceptance Form (Version 17.0)

I/We HEREBY ACCEPT the place which has been offered to us for my/our child (name below), on the terms of the letter containing that Offer and the Terms and Conditions referred to in it.

I/We ACKNOWLEDGE RECEIPT of a copy of the current School Rules (Appendix A) which I/we have read and drawn to my/our child's attention.

<b>CHILD'S FIRST NAMES</b> <i>(as shown on birth certificate)</i> .....	
<b>SURNAME</b> .....	
<b>Name Generally Used</b> .....	
<b>Date of Birth:</b>	<b>Date of Admission:</b>
	<b>Entrance Level:</b>
<b>Current School:</b>	

### MOTHER

### FATHER

<b>Name in Full</b> (Inc.title - please include all names)	<b>Name in Full</b> (Inc.title - please include all names)
<b>Profession</b>	<b>Profession</b>
<b>Contact Telephone Numbers</b> Home Work Mobile	<b>Contact Telephone Numbers</b> Home Work Mobile
<b>Email</b>	<b>Email</b>
<b>Address</b>  <b>Postcode</b>	<b>Address</b>  <b>Postcode</b>
<b>Emergency Contact Name:</b>  <b>Phone Number:</b>	<b>Emergency Contact Name:</b>  <b>Phone Number:</b>

I/We HEREBY DECLARE individually and jointly that:

- Terms and Conditions:** Before signing this form I/we have read and understood and I/we agree to the School's Terms and Conditions and, where appropriate, the Conditions of Award of a Bursary or Scholarship, which will undergo reasonable change from time to time. I/We have retained a copy of the Terms and Conditions with our records.

2. **Disabilities & Learning Difficulties:** I/We have already provided details of any learning difficulty or disability giving rise to an additional educational need (for example, dyslexia, dyspraxia, attention deficit disorder, visual or hearing impairment or any condition requiring use of a wheelchair). I/We attach in confidence details of any relevant information received subsequently.
3. **Medical Matters:** I/We attach in confidence all relevant information about any medical condition, health problem, or allergy which affects our child and/or which may prevent our child from taking a full part in the School's academic and games/sports curriculum and outdoor activities.
4. **Court Orders:** I/We informed the School if I am/we are separated or divorced and if any court orders have been made in relation to my/our child or either of us (including any orders relating to financial matters).
5. **Parental Responsibility:** I/We both have parental responsibility (i.e. legal responsibility) for my/our child; I/we both agree that my/our child should attend the School and no other person's consent is required.
6. **Current/Previous schools:** I/We confirm that fees payable to my/our child's current and any previous schools have been paid or will be paid in full before my/our child enters the School. Except as disclosed in a confidential letter attached to this form, my/our child has not been withdrawn from or been asked to leave another school as a result of misconduct and is not under investigation and has not been convicted for any criminal offence.
7. **Cancellation/Withdrawal:** I/We will not cancel my/our acceptance of this place or withdraw my/our child from the School without first giving a full term's written notice or paying a term's fees in lieu of notice in accordance with the Terms and Conditions referred to above.
8. **Documents:** I/We confirm that before signing this form, I/we have seen or had an opportunity to see all the documents referred to in the Terms and Conditions, including the School Rules and procedures.

I/WE HEREBY GIVE THE FOLLOWING EXPRESS AUTHORITIES on behalf of myself/ourselves and (so far as I am/we are entitled to do so) on behalf of my/our child:

1. **Data Protection:** I/We have read and agree to the Data Protection Information Notes attached to the Terms and Conditions and I/we consent to the School (through the Head as the person responsible) obtaining, using and holding "personal data" including "sensitive personal data" such as medical information, to be processed lawfully and fairly in accordance with the Data Protection Act 1998, for the purposes of safeguarding and promoting the welfare of my/our child and ensuring that all relevant legal obligations of the School and ourselves are complied with.
2. **School Fees:** I/We consent to the School making enquiries of my/our child's current or previous schools for confirmation that all sums due and owing to such school/s have been paid and I/we consent to your informing any other school or educational establishment to which I/we propose sending my/our child if any fees of this School are unpaid.
3. **Educational Visits & Transport:** I/We consent to my/our child taking part in educational visits which do not involve an overnight stay or travel abroad and I/we consent to my/our child being transported by public transport or school transport driven in a responsible manner by an adult who is suitably qualified and insured.

I/WE ENCLOSE a cheque for £200 being the Acceptance Bond.

**SIGNATURE**

(Mother)

**DATE**

**SIGNATURE**

(Father)

**DATE**