



## Parent Contract

### 1. Definitions

(a) In these terms and conditions

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

"child" means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

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

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

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

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

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

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

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

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

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

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

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

## **2. Acceptance and Deposit**

- (a) An offer of a place for your child at the School is accepted by your completing the Entrance Form and paying the deposit.
- (b) The deposit is not refundable if your child does not take up a place at the School (except where the School fills the vacancy created by your child's withdrawal in which case the School shall refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs). The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.
- (c) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the School you shall give written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start. If such notice is received by the School by that time the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. If such notice is received on or after that date, a term's fees shall be payable and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the term when your child was due to start. Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you.

## **3. School Fees**

- (a) The annual fee covers the complete educational provision (except extra curricular activities) for the year. For convenience the annual fee is divided into thirds, payable termly.
- (b) All the costs incurred in the usual course of the education by the School of your child, including the provision of most necessary educational materials shall be met by the fees unless otherwise notified by the School.
- (c) Any extra-curricular activities such as private music lessons, trips and visits in which you agree your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.
- (d) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance

Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

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

If your child has been awarded a [scholarship/bursary], your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. If, within 14 days following the withdrawal of a scholarship or bursary, a child is withdrawn from the School, no fees in lieu of notice will be payable.

- (e) Each invoice must be paid either in full before the first day of term or, if fees are paid by direct debit, in monthly instalments (each instalment being due on the first working day of each month) with supplemental charges being collected at the start of each term.
- (f) We reserve the right to refuse to allow your child to attend the School or to withhold any references or public examination certificates while fees remain unpaid or there is a persistent default in relation to supplemental charges. We may make an interest charge of 2 per cent per month or part thereof on late payment. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.
- (g) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term.
- (h) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations, or undertakes a 'work experience' placement outside School, no reduction of fees will be made in respect of such periods.

#### **4. Notice Requirements**

- (a) Subject to clause (b) below, if you wish to withdraw your child from the School (other than at the normal leaving date (ie the end of either Junior School Form 8 or Senior School Upper Sixth)), you shall either give a term's notice to that effect or shall pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.
- (b) If you wish to withdraw your child from the School at the end of Nursery and prior to entry to Reception, you shall give either two term's notice to that effect or shall forfeit the deposit paid under Clause 2(a).

- (c) If you wish to change your child's place at the School from a full boarding to a flexi-boarding or day place, you shall either give a term's notice or shall pay to the School the difference between the boarding and flexi-boarding or day fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.
- (d) In cases under (a) to (c) above, where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if the appropriate notice had been given.
- (e) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a half term's notice to that effect or shall pay to the School a half term's charges for the activity in which your child has ceased to participate.
- (f) The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

## **5. School Rules**

- (a) It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- (b) The School reserves the right to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.

## **6. Disciplinary Procedures**

- (a) The Head may in his discretion require you to remove or may suspend or expel your child from the School if he considers that your child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child, other children or the wider School community.
- (b) The Head may in his discretion require you to remove or may suspend or expel your child if the behaviour of you or either of you is in the opinion of the Head unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- (c) Should the Head exercise his right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.
- (d) The School Rules set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has

been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.

- (e) The review of serious disciplinary matters is governed by the Complaints Procedure.

## **7. The School's Obligations**

- (a) Subject to these terms and conditions, in broad principle the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his/her secondary schooling. However, the School shall not be obliged to permit your child to enter the Senior School (Year 9) or the Sixth Form (Year 12) unless satisfied that it is appropriate to do so having regard to his/her academic attainments and all other relevant circumstances. The criteria for entry to the Sixth Form are explained in the Parents' Handbook and are republished annually, with any amendments, in the Sixth Form Studies booklet. The School may make a decision as to whether or not your child may join the Sixth Form after the results of GCSE or equivalent examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations.
- (b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.
- (c) We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (d) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- (e) Although our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing it does not form part of the contract between you and the School. We reserve the right to make changes to any aspects of the School, including the curriculum. Changes to the curriculum are contained in the Curriculum Booklets (The Right Start, The Right Course, Sixth Form Studies) republished annually in February with effect from the following Michaelmas Term.
- (f) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the

opinion of the Head the School cannot provide adequately for your child's special educational needs.

- (g) Religious observance at the School shall be conducted in accordance with the information in the Parents' Handbook.
- (h) Where parents are separated, the School will routinely send information to both parents separately unless there is a court order to the contrary.

## **8. The Parents' Obligations**

- (a) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- (b) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.
- (c) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (d) The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of both such persons. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to both of them.
- (e) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (f) We cannot accept any responsibility for the welfare of your child while off the School premises unless he is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- (g) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.
- (h) Parents residing abroad must nominate a guardian in England who may be contacted, and to whom the pupil may be sent, in an emergency.

**9. Insurance**

You must make your own insurance arrangements if you require cover for your child's person or property while at School. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.

**10. Confidentiality and References**

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

**11. Intellectual Property Rights**

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

**12. Changes in Ownership, etc.**

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

**13. Communications**

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

**14. Interpretation**

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

**15. Jurisdiction and Governing Law**

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

**16. Variations**

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

**17. Termination**

- (a) The School shall be entitled to terminate this contract forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within (14) days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions).
- (b) Either party may terminate this contract forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) For the avoidance of doubt, this contract shall terminate at the end of your child's schooling (which may be at the end of the Junior School (Year 8) or fifth form (Year 11) if your child does not meet any requirements imposed under Clause 7(a)).

**18. Force Majeure**

- 18.1 In this contract "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).
- 18.2 In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure . The School shall use its best endeavours during the continuance of the force majeure to provide educational services.

- 18.3 If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify you of the steps it shall take to ensure performance of this contract.
- 18.4 In the event of a force majeure which affects your ability to perform any of your obligations under this agreement, you shall give the School notice in writing of the force majeure. You shall not be liable for non-performance of such obligations during the continuance of the force majeure but in the event of the force majeure continuing for more than four months, you shall discuss with the School a solution by which this contract may be performed.

*August 2011*