

Thorpe Hall School

Terms and Conditions

1. Definitions

(a) In these Terms and Conditions (and in the Parent Contract to which these Terms and Conditions are attached) some words and phrases have particular meanings and have to be defined. Such defined terms are set out here.

"**Parent Contract**" 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 16 or over;

"**the Complaints Procedure**" is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. It does not form part of the Contract between you and the School. A copy of the procedure is available from the School at any time upon written request or on the website;

"**deposit**" means the sum referred to as such in the Parent Contract and that is separately 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;

"**Schedule of Fees**" (published in March each year for September following) means the note of the School's prevailing fees notified to you from time to time and a copy of which remains available at any time upon request;

"**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 may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. Parents will be given notice of such amendments;

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

"**a term's notice**" shall be determined by reference to the following:

Date on which notice is to take effect	Written Notice to be given by
a) Last day of spring term	the preceding 1 st January
b) During spring term	the preceding 1 st September
c) Last day of summer term	the preceding 1 st April
d) During summer term	the preceding 1 st January
e) Last day of autumn term	the preceding 1 st September
f) During autumn term	the preceding 1 st April

"**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; and

"**you**" or the "**parents**" means such person or persons who have signed the Parent Contract, as a person with parental responsibility, or such person or persons who, with the School's written consent, replaces a person who has signed the Parent Contract (and "your" shall be construed accordingly).

Use of the word "**including**" shall mean (and be construed) that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

"**your child**" means the child named on the Parent Contract.

- (b) The **Parent Contract**, the **Schedule of Fees**, the **School Rules**, and these **Terms and Conditions (as in each case may be varied from time to time)** form the terms of a contract between you and Thorpe Hall School. It is not intended that the terms of the Parent Contract shall be enforceable by your child or by any other third party.

2. Parent Contract and Deposit

- (a) An offer of a place for your child at the School is accepted by you submitting the duly completed Parent Contract and paying the deposit, which is £1,000. This deposit is payable by families with a child or children in Reception and above. Currently only one deposit per family is required, however this will be changing to per child for admissions from September 2023. **The deposit is not refundable if your child does not take up a place at the school.**
- (b) Your deposit will be refunded when your child leaves the school, as long as you do not still have other children at the school at that time. The deposit will be refunded subject to the notice requirements laid out in Section 4 and all fees being paid in full.

3. School Fees

- (a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.
- (b) Where your child qualifies for early years funding this will be fully detailed on your invoice and offset against the termly fees.
- (c) Any extra-curricular activities (such as private music lessons, trips and visits) in which you agree in advance 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 of you who has signed the Parent Contract is liable for the whole of the fees due and any supplemental charges. And, each of you remains liable to the School for the whole of the fees and supplemental charges due, unless and until the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees or any part of them.
- (e) Each invoice must be paid in full either by cheque, credit/debit card or bank transfer before the first day of term as stated on the invoice. Cash payments will only be accepted up to £1,000. Agreement may be sought to pay the fees on a monthly basis, this needs to be agreed in writing by the finance department prior to the due date of the invoice.
- (f) Any fees that remain unpaid may be passed to the School's solicitor or appointed debt collection agent. Any fees incurred by the School will also be reclaimed.
- (g) We reserve the right to refuse your child to continue attending the school and to withhold any references while fees remain unpaid or there is a persistent default in relation to supplemental charges.
- (h) We may make an interest charge of [3] per cent above the base rate for the time being of the School's bank on late payment.
- (i) Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay the School the interest together with the overdue amount.
- (j) Unless we expressly agree otherwise in writing with you, if we reasonably and properly incur any costs (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment was made in the School's favour) in recovering or attempting to recover fees or any supplemental charges from you (or either of you) that have not been paid in accordance with the terms of this contract, then you shall be responsible for paying such costs in addition to the fees and/or supplemental charges (as the case may be) and any interest applied to such amount(s).
- (k) You consent to our informing any other School or educational establishment to which you propose to send your child of any outstanding fees.

- (l) The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. You will be given a term's notice in writing of an increase.
- (m) Fees and any prepaid supplemental charges will not be reduced as a result of your child's absence due to illness or suspension or otherwise.

4. **Notice Requirements**

- (a) If you wish to withdraw your child from the School (other than at the normal leaving date), you shall give the School a term's notice. If you fail to give a term's notice, then you shall pay 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 term's notice had been given.
- (b) In cases under (a) 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 a term's notice had been given.
- (c) 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.
- (d) 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 ceasing to participate in an activity part-way through a term.
- (e) You are expected to consult with the Head before giving notice to withdraw your child from the School.
- (f) Where fees are to be charged in lieu of notice, this is a genuine pre-estimate of the School's loss in the circumstances and sometimes the School's actual loss will be much greater.

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 (if not already included within the School Rules).
- (b) The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- (c) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.

6. **Suspension, Exclusion and Required Removal**

- (a) The Head may at his discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if he considers that your child's attendance, progress or behaviour (including behaviour outside School) is unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.
- (b) The Head may at his discretion require you to remove or may suspend or, in serious or persistent cases, 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) The Head may at his discretion require you to remove your child from the School if he reasonably considers that your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interest and/or those of your child or other children.
- (d) 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 advance fees will be refunded.

- (e) If you are required to remove your child from the School as a result of the Head exercising their discretion under clause 6(c) then fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the School) will be refunded.
- (f) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and 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.
- (g) The School will act in a way which is fair in all the circumstances when taking decisions under this clause 6. The review of disciplinary matters is governed by the Complaints Procedure.

7. The School's Obligations

- (a) Subject to the Terms and Conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her primary/secondary schooling. However, the School shall not be obliged to permit your child to enter the Secondary School unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances.
- (b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during School hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.
- (c) In accordance with the Law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). 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 take reasonable steps to contact you and any other person whom we know to have parental responsibility. If we are unable to contact you or any other person having parental responsibility, then we shall be at liberty to make such decisions as to urgent medical treatment as we deem appropriate, including anaesthetic, operation, or blood transfusion – unless you have previously notified us that there is objection to blood transfusion.
- (e) Our Prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises), and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the Prospectus, as it may be that recent changes are not reflected in the current version. We will give parents notice of any changes at the School including changes in the curriculum that we regard as significant to your child and where practicable will consult with parents on such changes.
- (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 if in the opinion of the Head the School cannot provide adequately for your child's special educational needs. In that event, you will not receive any refund of fees if your child is withdrawn before the end of the term. You will not be charged fees in lieu of notice.
- (g) Religious observance at the School shall be conducted in accordance with the School Rules.

8. The Parents' Obligations

- (a) In order to fulfil our obligations, you undertake to co-operate with the School, 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; providing co-operation and assistance to the School to ensure (so far as reasonable and in appropriate and/or necessary circumstances) that your child can participate and benefit from the School's provision of education to your child in accordance with the terms of this agreement, including where the

School wishes to provide such education remotely; 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 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. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him or her to return to the School until such time as the health risk has been averted. In such circumstances, where it is considered appropriate, we shall endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- (c) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child. You also undertake to inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or that somehow relates to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child, including any which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).
- (d) Subject to clause 8 (e) below, the School is entitled to treat any instruction, authority, request or prohibition received from each of you as being given on behalf of all persons who have signed the Parent Contract.
- (e) A notice of withdrawal of your child served under this contract (i.e., under any of clauses 2(c), or 4 must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).
- (f) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent must be sought for absence from the School. Only the Head can authorise absence from School.
- (g) We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a School activity or otherwise under the supervision of a member of the School staff.
- (h) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.

9. **Insurance**

- (a) You must make your own insurance arrangements if you require cover for your child's person or property while at School or for the payment of fees due to absence of your child or closure of the School premises. [Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.]

10. **References, Confidentiality and Data Protection**

- (a) You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given 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 (including photographs and video recordings) and after he or she has left for the purposes of promoting the School to prospective pupils through our prospectus and website, managing relationships between the School and current pupils, providing references and communicating with the body of former pupils. This includes use of such information by the School in/on the School's prospectus (in whatever format or medium), the School's website(s) and (where appropriate) the School's social media channels. The use of images of your child is governed by the policies entitled, 'Images of Children Policy (other than EYFS)' and 'Images of Children Policy EYFS' both of which can be found on the school's website.

- (c) You undertake to: (i) confirm (or update, if necessary), when requested, such information (and/or documentary materials) about (or relating to) you and/or your child that is held by the School; and (ii) in any event, inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.
- (d) You acknowledge and agree that those persons who have parental responsibility for your child are entitled to receive relevant information about the child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 2018).
- (e) The School will process personal data about you and your child in accordance with the Data Protection Act 2018. You consent to us processing such personal data: (i) as set out in this clause 10, and in the School's 'Privacy Notice' which is available upon request as may be amended from time to time.

11. Intellectual Property Rights

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

12. Changes in Ownership etc

For the purposes of constitutional changes to the School or amalgamation the Board 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. Where appropriate we will inform and consult with all parents in relation to such changes.

13. Cancellation

- (a) The School shall be entitled to cancel this Contract by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid by you if you are in material breach of any of your obligations under this or any similar agreement with the School 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). For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this Contract :
 - (i) failure to pay any fees or supplemental charges on time on more than [one] / [two] occasions;
 - (ii) you (as opposed to your child) acting in such a way as to give the Head cause to expel your child under clause 6(b) of this Contract ;
 - (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this Contract (including the School Rules); and
 - (iv) failure or refusal to complete and submit to the School a medical questionnaire in respect of your child.

Where the School cancels this Contract under this provision, the School will not charge fees in lieu of notice.

- (b) Either party may cancel 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 end at the end of your child's schooling, which would normally be at the end of Year 6 or Year 11.

14. Force Majeure (i.e., circumstances beyond our control)

- (a) In this Contract "force majeure" shall mean any cause beyond a party's control (including, for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction

(including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

- (b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure and subject to clause 14(c), 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 endeavour during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).
- (c) Subject to clause 14 (b), if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the School shall notify you of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying fees in lieu.
- (d) Subject to clause 3(k), in the event that your child is unable to attend (or is likely not to be able to attend) the School due to reasons of his or her severe ill-health or physical impairment caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:
 - (i) you shall, in consultation and co-operation with the School, use all reasonable endeavours to:
 - i. mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provision of education by the School, including for example participating remotely); and
 - ii. resume the performance of the obligations as soon as reasonably possible;
 - (ii) in circumstances where, following the efforts made and steps taken under clause 14(d)(i), your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and
 - (iii) in the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months you shall discuss with the School a solution by which this agreement may be performed and, following such discussions, you shall be entitled to cancel the agreement on written notice and without giving a term's notice or paying a term's fees in lieu.

15. Communications

- (a) All notices required to be given under the School must be given in writing.
- (b) You undertake to notify the School of any change of address of any person who has signed the Parent Contract. Communications (including notices) will be sent by the School to the address shown in its records and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the Parent Contract as having been made to both or all such persons.
- (c) Notices that you are required to give under these Terms and Conditions must be addressed in writing 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. Due to the importance under this Contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that notices you may wish to serve under any of clauses 2c and 4 of these Terms and Conditions are sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.

This School will from time to time communicate with parents electronically (either by text, email, or other forms) but will not communicate electronically in relation to any aspect of this contract.

16. Interpretation

Headings in the Terms and Conditions are for ease of understanding only and do not form part of the Terms and Conditions.

17. 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.

18. Variations

We reserve the right to change or add to the 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 send you notice of any such notifications prior to the end of the term that precedes the term in which the modifications are to take effect.

19. Severability

If any provision or part provision of this agreement is or becomes invalid, legal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of this agreement.