

Hurtwood House School Terms & Conditions

A Introduction

1 **These Terms and Conditions** reflect the custom and practice of independent schools for many generations together with the letter of offer, the conditions of award if applicable, the acceptance form and the fees list. Together they form the basis of a legally binding contract between the Parents and the School for the provision of educational services. The terms and conditions are intended to promote the education and welfare of each Student and the stability, forward-planning, proper resourcing and development of the School.

2 **Variations:** these terms and conditions, the Conditions of Award and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School.

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

4 **Managing Change:** This School, as any other, is likely to undergo a number of changes during the time your child is a Student 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 Students should read the Student & Parent Handbook. The Handbook for the present academic year appears on the School website and is updated annually. 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 Hurtwood House School LLP as now or in the future constituted (and any successor). The School is constituted as a Limited Liability Partnership (LLP). The School is also referred to as "Hurtwood" or "Hurtwood House".

7 **"The Partners"** mean the members of the Limited Liability Partnership who are responsible for the governance of the School.

8 **"The Headmaster"** means the Headmaster of the School as appointed by the Partners. The Headmaster is responsible for the day-to-day running of the School.

9 **"The Parents"/"You"** means any person who has signed the Application Form. Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent or step-parent without Parental Responsibility) will be subject to a separate agreement between the School, the Parents and the third party.

10 **Parental Responsibility:** Those who have

"parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the Student unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.

11 **"The Student"** is the person named on the Application Form. The age of the Student will be calculated in accordance with UK custom.

C Application and Entry to the School

12 **Application and Entry:** Applicants will be considered as candidates for admission and entry to the School when the Application Form has been completed and returned to Us and the Registration Fee paid. Places will be subject to availability and the Student and Parents satisfying the admission requirements at the time. Parents of prospective Students receive a copy of the School's admissions criteria prior to interview at the School.

"Admission" occurs when the School offers a place and the Parents accept the offer.

"Entry" occurs on the date when the Student attends the School for the first time under these terms and conditions.

13 **Equal Treatment:** The School is a co-educational boarding and day school for Students aged 15-19 years. The School welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but We will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and Students who have disabilities for which, after reasonable adjustments, We can cater adequately.

14 **Application for a Place and Registration Fee:** A registration fee ("**Registration Fee**") as shown on the Fees List for the relevant year will be payable when the Parents complete and return to the School a signed Application Form. If on receipt of a completed Application Form a place for the prospective Student is not made available by the School, the Registration Fee will be returned in full to the Parents.

15 **Confirmation of a Place and Registration Fee:** If on receipt of a completed Application Form the School confirms a place for the Student, £300 of the Registration Fee paid by the Parents shall be retained as a non-refundable confirmation fee and the balance of the Registration Fee will be held as a deposit in the general funds of the School and will be transferred to the Hurtwood House Foundation after deduction of any sums due to the School on leaving unless the Parents request the balance is repaid to them, such request shall be in writing addressed to the Headmaster before the last day of December in the year the Student leaves the School.

16 **Immigration:** The School currently holds a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the

	<p>Headmaster when returning a completed registration form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this School and the Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a Tier 4 sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents. Please also see clause 88.</p>		<p>Student in distress or to maintain safety and good order, or in connection with the Student's health and welfare. The Parents also consent to the Student participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.</p>
D	Pastoral Care		
17	<p>Meaning: Pastoral care is a thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each Student and the integrity of the house and school community.</p>		
18	<p>Our Commitment: We will do all that is reasonable to safeguard and promote the Student's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Student'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.</p>	24	<p>Disclosures: The Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Student, any history of a learning difficulty on the part of the Student or any member of his / her immediate family, any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Student, any family circumstances or court order which might affect the Student's welfare or happiness, any concerns about the Student's safety and any significant change in the financial circumstances of the Parents or if it is the Parents' intention that the Student is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more except when the Student is boarding at the School.</p>
19	<p>Complaints: Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by Us, must be notified to the School as soon as practicable. A copy of the School's current Complaints Procedure is supplied to all Parents in the Student & Parent Handbook. See also clause 75.</p>	25	<p>Confidentiality: The Parents authorise the Headmaster to override their own and (so far as they are entitled to do so) the Student's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote a Student's welfare or to avert a perceived risk of serious harm to the Student 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 Student may have.</p>
20	<p>Student's Rights: A Student 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 or adoptive Parents. If a conflict of interests arises between a Parent and a Student, the rights of, and duties owed to, the Student will in most cases take precedence over the rights of, and duties owed to, the Parents.</p>	26	<p>Special Precautions: The Headmaster needs to be aware of any matters that are relevant to the Student's safety and security. Accordingly, the Parents must notify the Headmaster in writing immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Headmaster, acting in a proper manner, considers such exclusion to be in the best interests of the Student or of the School community.</p>
21	<p>Headmaster's Authority: The Parents authorise the Headmaster to take and/or authorise in good faith all decisions which the Headmaster considers on proper grounds will safeguard and promote the Student's welfare. Please see section E.</p>	27	<p>Leaving School Premises: We will do all that is reasonable to ensure that the Student remains in the care of the School during school hours but we cannot accept responsibility for a Student who leaves school premises in breach of School Rules and Regulations and we are not legally entitled to do so in the case of a Student aged 16 years or over.</p>
22	<p>Ethos: The ethos of this School must be such as to foster good relationships between members of the staff, the Students themselves and between members of the staff and Students. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Students and Parents and we expect the same of Students and Parents in relation to the School or its staff.</p>	28	<p>Residence During Term Time: Details about 'Leave Out' are contained in the Student & Parent Handbook and on the School website. The Parents must immediately notify the Headmaster in writing if a Student will be residing during term time under the care of someone other than a Parent or his / her education guardian.</p>
23	<p>Physical Contact: Parents give their consent to such physical contact with the Student as may accord with good practice, or as may be appropriate and proper for teaching and instruction, or for providing comfort to a</p>	29	<p>Absence of Parents: When both Parents will be absent from the Student's home overnight or for a twenty four hour period or longer, the Student's Housemaster must be told the details for the twenty-four hour contact.</p>

30 **Communication with Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents unless there is clear evidence of a contrary view. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Student from the School. Those persons who are required to consent to or to give notice of cancellation or withdrawal are set out in clause 77.

31 **Education Guardians:** The Parents if resident outside the United Kingdom are strongly recommended to appoint an education guardian for the Student in the United Kingdom before Entry who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorisation when necessary. The School can accept no responsibility for the Student when he / she is in the care of the Parents or the education guardian. The Parents or education guardians must make holiday arrangements, including travel to and from the School, well in advance. If it is necessary, due to illness, for a student to be cared for away from the school the Parents and guardians must make appropriate arrangements. The responsibility for choosing an appropriate education guardian rests solely with the Parents but the School may be able to assist, by providing Parents with the names of agencies or individuals who have acted as guardians in the past. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details.

32 **Photographs or images (including video recordings):** The School may obtain and use photographs or images (including video recordings) of the Student for:

- 32.1 use in the School's promotional material such as the prospectus, website or social media;
- 32.2 press and media purposes;
- 32.3 educational purposes as part of the curriculum or extra-curricular activities.

Please see the School's Privacy Notice for more information about how the School uses photographs and videos of students. The School may seek specific consent from the Parents before using a photograph or video recording of the Student where the School considers that the use is more privacy intrusive. Where the Student is of sufficient maturity (usually when aged 12 years or older) we may seek the Student's specific prior consent in addition to or instead of the Parents' consent. We would not disclose the home address of the Student without the Parents' consent.

33 **Request for confidentiality:** The Parents may ask Us to keep information about the Student confidential. For example, you may ask Us to not use photographs of the Student in promotional material or ask us to keep the fact

that the Student is on the School roll confidential. If the Parents would like information about the Student to be kept confidential, they must immediately contact the Headmaster in writing, requesting an acknowledgement of their letter.

34 **Transport:** The Parents consent to the Student 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.

35 **Student's Personal Property:** Students are responsible for the security and safe use of all their personal property including but not limited to money, mobile electronic devices, keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to him/her by the School or another student.

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

37 **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 Student or Parents or for loss or damage to property.

E Health and Medical Matters

38 **Medical Declaration:** Parents will be asked to complete a Medical Information Consent Form concerning the Student's health and must inform the Senior School Nurse in writing if the Student 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 an infectious or contagious disease.

39 **Medical Care:** In order that the best use may be made of the facilities and services provided under the National Health Service, every boarder must be registered on the list of the School Medical Officer while a Student at the School. Parents must comply with the School Medical Officer's recommendations which may include a reasonable decision to release the Student home when he / she is unwell.

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

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

42	Emergency Medical Treatment: The Parents authorise the Headmaster to consent on behalf of the Parents to the Student's receiving emergency medical treatment as necessary for the Student's welfare and if the Parents cannot be contacted in time.		conscientiously and with all due care and skill but otherwise without liability on the part of the School.
F Educational Matters			
43	Provision of education: The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Student and to provide education to at least the standard required by law in the particular circumstances. The School cannot guarantee that the Student will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.	50	Learning Difficulties: The School will do all that is reasonable in the case of each Student to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
44	Organisation: We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Headmaster, is most appropriate to the school community as a whole. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. We will endeavour to inform the Parents of significant changes to the curriculum and the reasons for them as soon as practicable. Any Parent who has specific requirements or concerns about any aspect of the Student's education or progress should contact the Housemaster, or any other appropriate member of staff, as soon as possible, or contact the Headmaster in the case of a grave concern.	51	Assessment for Learning Difficulties: If appropriate, the School may recommend the Student undergoes formal assessment for possible learning difficulties. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
45	Progress Reports: The School monitors the progress of each Student and reports regularly to Parents by means of grades and full written reports.	52	Information about Learning Difficulties: The Parents shall notify the Headmaster when completing the School's Confidential Information Form and subsequently in writing if at any time they are aware or suspect that a Student (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. The Student's place will be cancelled, or, once the Student has started, the Parents will be asked to withdraw the Student, without being charged Fees in lieu of notice if, in the professional judgement of the Headmaster and after consultation with the Parents and with the Student (where appropriate), the School cannot provide adequately for a Student's special educational needs. The School reserves the right to charge for the provision of remedial teaching where it is lawful to do so.
46	Sex Education: All Students 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 the Student to take part in this aspect of the curriculum.	53	Moving up the School: It is assumed that each Student who satisfies the relevant criteria (see the Student & Parent Handbook) at the time will progress through the School and will ultimately complete the A2 Year (Year 13). Parents will be advised before the end of the Spring Term if there appears to be any reason why the Student 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 for the Student to return for the following year, or a Term's Fees in lieu of Notice will be payable.
47	Public Examinations: The Headmaster may, after consultation with a Parent and Student, decline to enter a Student's name for a public examination if, in the exercise of professional judgement, the Headmaster considers that by doing so the Student's prospects in other examinations would be impaired and/or if the Student has not prepared for the examination with sufficient diligence, for example, because the Student has not worked or revised in accordance with advice or instruction from the staff.	54	Intellectual Property: Where the Student creates a copyright work, including where the work is created jointly with a member of staff or another student, the School may use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet or public website.
48	Examination services: The Headmaster may, after consultation with the Parents and the if appropriate the Student, decline to apply for access arrangements or post-examination services if, in his professional judgement it is considered not to be in the best interests of the Student or the examination cohort to do so.	55	Student's work: The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to our retaining such work at school premises until, in our professional judgement, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. This does not prejudice the Student's or the Parents' right to access their personal data under data protection law. We
49	Reports and References: Information supplied to Parents and others concerning the progress and character of a Student, and about examination, further education and career prospects, and any references will be given		

will take reasonable care to preserve the Student's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the Headmaster and staff.

- 56 **Consent for educational and social visits:** A variety of educational and social visits will be provided for the Student. Parents will be provided with relevant information in advance of educational visits. Unless Parents specifically notify the School in writing that they do not wish the Student to take part in a specific educational visit, by signing the Application Form or agreeing to be bound by these terms and conditions the Parents consent to the Student taking part in all educational visits. These include:
- 56.1 visits (including overnight or residential stays) which take place during the weekends or school holidays; or
- 56.2 non-routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day; or
- 56.3 adventure activities which may take place at any time; or
- 56.4 visits that cost less than £100
- The Parents agree that the Student shall be subject to School discipline in all respects whilst engaged in an educational visit.

57 **The cost of educational visits:** The School will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in clause 56.1 to 56.3 above. The cost of such a visit or any visit with a cost in excess of that stated in clause 56.4 will be payable in advance and may be subject to a separate agreement. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Student's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Student from taking part in an educational visit while any sums due to the School remain unpaid.

G Behaviour and Discipline

- 58 **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Partners to the Headmaster. The Headmaster is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of a Student is at issue.
- 59 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Student 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 all the School Rules about general appearance.
- 60 **School Rules:** The School Rules and

Regulations which apply are set out in the Student & Parent Handbook (see **section A** above) and other documents published from time to time. Parents are requested to read these documents carefully with the Student before they accept the offer of a place.

61 **School Discipline:** The Parents accept the authority of the Headmaster and of other members of staff on the Headmaster's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Student and the school community as a whole. The School's policies on behaviour and discipline current at the time apply to all students at the School and at all times when the Student is in or at school, representing the School, travelling to or from School, on School-organised trips or associated with the School at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring the School into disrepute.

62 **Investigative Action:** An allegation, complaint or rumour of misconduct will be investigated. A Student may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's human rights and freedoms. The Parents will be informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, unless the School is prevented from doing so by the police if they are involved. The School will make arrangements for the Student to be accompanied and assisted by a Parent, education guardian or a teacher of the Student's choice.

63 **Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Student in any of the circumstances explained below shall be carried out in a fair and unbiased manner. If a disciplinary meeting with the Headmaster is required before a decision is taken, the School will make reasonable efforts to notify the Parents or education guardian so that they can attend. In the absence of a Parent or an education guardian, the Student will be assisted by an adult (usually a teacher) of his/her choice.

64 **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 Students or others who have given information which has led to the complaint or which the Headmaster has acquired during an investigation.

65 **Drugs:** The School operates a zero tolerance policy on the misuse or possession of drugs and illegal substances. It is considered as a very grave breach of school discipline. There is a programme of random testing involving the analysis of an oral fluid sample. A Student may be required to provide a further alternative sample such as hair or urine under supervision of a senior member of staff for testing if involvement with drugs is suspected. The School policy on the Misuse of Drugs, Alcohol and Substances is available to Parents and

Students on request. A sample or test in these circumstances will not form part of the Student's permanent medical record.

66

Definitions of sanctions:

66.1 **Expulsion:** means that the Student is required to leave the School permanently in circumstances described in clause 68.

66.2 **Gating:** means that the Student is confined to the School premises for a limited period of time (usually during a weekend) but without further disciplinary consequences.

66.3 **Removal:** means that the permanent removal of the Student from the School is required in circumstances described in clause 70.

66.4 **Suspension:** means that the Student is sent or released home for a limited period as either a disciplinary sanction or pending the outcome of an investigation or pending a Review.

66.5 **Withdrawal:** has the meaning set out in clause 83.

67

Sanctions: The School's current discipline policy contains the range of sanctions and is available to Parents on request before they accept the offer of a place. The policy 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, gating or suspension, or alternatively Removal or Expulsion.

68

Expulsion: A Student may be formally expelled from the School if it is proved on the balance of probabilities that the Student has committed a very grave breach of school discipline or has committed a serious criminal offence. Expulsion is reserved for the most serious breaches. The Headmaster shall act with procedural fairness in all such cases. Parents will be given a copy of the review procedure current at the time. The Headmaster's decision shall be subject to a Review if requested by a Parent. The Student shall remain away from school pending the outcome of the Review (see "Review" below).

69

Fees after Expulsion: If the Student is expelled, there will be no refund of the Registration Fee 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.

70

Removal in other Circumstances: The Parents may be required to remove the Student permanently from the School or from boarding, if, after consultation with the Parents and if appropriate the Student, the Headmaster is of the opinion that the Student has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction,

or by reason of the Student's conduct, behaviour or progress, the Student 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 or any member of the School community unreasonably. In these circumstances, at the sole discretion of the Headmaster, Withdrawal of the Student by the Parents may be permitted as an alternative to Removal being required. The Headmaster shall act with procedural fairness in all such cases, and shall have regard to the interests of the Student and Parents as well as those of the School. The Headmaster's decision to require the Removal of the Student shall be subject to a Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Student shall be suspended from the School pending the outcome of the Review (see "Review" below).

71

Fees Following Removal: If the Student is removed or withdrawn in the circumstances described above, the provisions relating to Fees and Registration Fee shall be the same as for expulsion save that the refundable part of the Registration Fee will be refunded in full without interest less any sums owing to the School.

72

Leaving Status: The School reserves the right to record the leaving status of the Student on the Student's file immediately after Expulsion or Removal or Withdrawal.

73

Review: Parents may ask for a Review by a panel of a decision to expel or require the Removal of a Student from the School or from boarding (but not a decision to suspend a Student unless the suspension is for 11 school days or more, or would prevent the Student taking a public examination). The Headmaster will advise the Parents of the Review procedure current at that time when he informs the Parents of his decision. A Review will be conducted under fair procedures in accordance with the requirements of natural justice.

74

Student's status pending Review: If Parents request a Review, the Student will be suspended from School until the review procedure has been completed. While suspended, the Student shall remain away from School and will have no right to enter school premises during that time without written permission from the Headmaster.

75

Complaints Procedures: A complaint as described in clause 199 about any matter of School policy or administration not involving a decision to expel or remove a Student 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.

76

Term: means the period between and including the first and last days of the relevant school term.

77	<p>Notice to be given by Parents means (unless the contrary is stated in these terms and conditions) a term's written notice given by both Parents, or one of the Parents with the prior consent of the other parent, and in either case the prior written consent of any other person with Parental Responsibility where appropriate before the first day of Term addressed to and received by the Headmaster personally or signed for by the Headmaster's secretary. It is expected that Parents will consult with the Headmaster before giving notice to withdraw a Student. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.</p>	request.
78	<p>Fees in lieu of Notice in circumstances where the Parents have not given a Term's written Notice, Fees in lieu of Notice means Fees in full at the rate applicable for the next Term following Withdrawal and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. One Term's Fees in lieu of Notice 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.</p>	<p>81 Cancellation: means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Student enters the School or where the Student does not enter the School. Please see clause 12 for details of when Entry to the School occurs</p> <p>82 Cancellation rights: If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either parent meeting face to face with a member of the School staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. In such circumstances the Registration Fee, if paid, will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement.</p>
79	<p>"A Term's Written 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 Written Notice must be given in writing if the Parents wish to cancel a place which they have accepted, or if Parents wish to withdraw a Student who has entered the School; or if the Student will not return for the following year or the Student wishes to discontinue extra tuition or extra-curriculum tuition; or the Student wishes to transfer from boarding to day only attendance at the beginning of a new academic year or at any time during the academic year.</p>	<p>83 Withdrawal: means the withdrawal of the Student from the School by the Parents or the Student with or without Notice required under these terms and conditions at any time after the Student has entered the School. Please see clause 12 for details of when Entry to the School occurs. See also clause 84, 85 and 86.</p> <p>84 Withdrawal by Parents: If a Student is withdrawn on less than a Term's Written Notice, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of Notice, less the refundable part of the Registration Fee, will be immediately due and payable as a debt unless the place is filled immediately and without loss to the School.</p>
80	<p>Cancelling Acceptance: The Cancellation of a place which has been accepted is normally a breach of contract which can cause long term loss to the School if it occurs after other families have taken their decisions about schooling for their children and after the expiry of the 14 day period described in clause 82 above. A genuine pre-estimate of loss is fees for between one and two years. Nonetheless, the School agrees to limit the liability of Parents to:</p>	<p>85 Prior Consultation: It is expected that the Parents or duly authorised education guardian will consult personally with the Headmaster or with the Headmaster's authorised Deputy before Notice of Withdrawal is given.</p> <p>86 Withdrawal by Student: The Student's decision to withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parents.</p>
80.1	<p>one Term's Fees at the rate payable for the Term of Entry, less the refundable part of the Registration Fee, payable as a debt immediately if less than a term's Written Notice of Cancellation has been given; or</p>	<p>87 Discontinuing Extras: A term's written notice is required to discontinue extra tuition or extra curriculum tuition or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.</p>
80.2	<p>the Registration Fee if more than a Term's Written Notice has been given unless the place is filled immediately and without loss to the School</p> <p>If the place is filled immediately and without loss to the School the right is reserved to retain a proportion of the Registration Fee to cover the School's reasonable expenses in filling the place. Cases of serious illness or genuine hardship may receive special consideration on written</p>	<p>88 Termination by the School: The School may terminate this agreement on one Term's written notice sent by ordinary post. The School would not terminate the contract without good cause and full consultation with Parents and also the Student (if of sufficient maturity and understanding). The refundable part of the Registration Fee would be refunded without interest less any outstanding balance of the account. The School may terminate this agreement immediately where the Student does not have the appropriate immigration permission to live in the United Kingdom and to study at the School.</p>
I	<p>Fees</p>	<p>89 Fees: may include alone or in combination any of the Registration Fee; Tuition and Boarding Fees; Fees for extra tuition or extra curriculum tuition; other extras such as laundry charges,</p>

- examination and special invigilation fees, stationery, clothing and equipment, photographs and other items ordered by the Parents or the Student and charges arising in respect of educational visits, charges involved in the delivery of certain courses such as Photography, Media and Art, for example and damage where a Student 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), or bank charges arising from default in Fees payable and late payment charges if incurred.
- 90 **Information about fees:** The parents acknowledge that the School may make enquiries of the Student's current or previous schools for confirmation that all sums due and owing to such school/s have been paid. The Parents also acknowledge that the School may inform any other school or educational establishment to which the Student is to be transferred if any sums due to this School are unpaid.
- 91 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term together with taxes, as applicable, directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the School Term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.
- 92 **Refund/Waiver:** Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund Fees will not be refunded, reduced or waived if:
- 92.1 the Student is absent through illness; or
- 92.2 a term is shortened or a vacation extended; or
- 92.3 the Student is released home after public examinations or otherwise before the normal end of term; or
- 92.4 the School is temporarily closed due to adverse weather conditions; or
- 92.5 for any reason other than exceptionally and at the sole discretion of the Headmaster in a case of genuine hardship.
- See Section J for information about events beyond the control of the parties.
- 93 **Exclusion for Non-Payment:** The School reserves the right to exclude the Student on three days' written notice if at any time payment of any amount is overdue. If the Student is excluded for a period of 28 days he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of notice will be payable in accordance with Section H. Exclusion in these circumstances is not a disciplinary matter and the right to a Review will not normally arise. The School may also withhold any information, character references
- or property while any sum remains overdue where it is lawful to do so.
- 94 **Late Payment:** Save where alternative provision 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 overdue invoices. The rate of interest charged will be at 2% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees or other sums due regardless of the value of the School's claim.
- 95 **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 as set out in clause 94.
- 96 **Appropriation:** Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one Student may be appropriated by the School to the unpaid account of any other Student of those Parents.
- 97 **Instalment arrangements / Fees in advance schemes:** An agreement by the School to accept payment in advance or by instalments is discretionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any additional agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the additional agreement or the invoice shall prevail.
- 98 **Payment of Fees by a Third Party:** An agreement with a third party 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 Headmaster. The School reserves the right to refuse a payment from a third party.
- 99 **Scholarships & Bursaries:** Every scholarship, exhibition, bursary or other award or concession is a privilege and is subject to high standards of attendance, diligence and behaviour on the Student'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.
- 100 **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's Written Notice of a Fees increase they may give to the School written Notice of Withdrawal of the Student within 21 days and will not be liable to pay Fees in lieu of Notice and the refundable

	part of the Registration Fee will be refunded without interest less any sums owing to the School.		
101	Identity of Fees payer: From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport.		may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.
J	Events beyond the control of the Parties		
102	Force Majeure: An event beyond the reasonable control of the School or the Parents is 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.	108	Consultation: It is not practicable to consult with Parents and Students over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be properly consulted and provided with reasons for the change and, where practicable, given at least a Term's Written Notice in writing of a change of ethos or culture, or a change in any physical aspect of the School which would have a significant effect on the Student's education or pastoral care, or a change of ownership.
103	Notification: If either the School or the Parents is prevented from or delayed in carrying out its obligations 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.	109	Consumer rights: Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' statutory rights.
104	Continued Force Majeure: If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 102 above shall notify the other of the steps to be taken to ensure performance of its contractual obligations.	110	Information for parents: We provide parents of prospective students with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus / website / promotional literature or in statements made by staff or students during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Headmaster that the information is accurate before returning a completed acceptance form to the School.
105	Termination: If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 102 may terminate this contract by providing at least three working days' notice in writing to the other party.		
K	General Contractual Matters		
106	Data Protection: The School has a Privacy Notice which explains how the School will use the Parent's and the Student's personal data. This Privacy Notice is provided with the letter of offer. The Privacy Notice is also published in the Student Parent Handbook. The Parents must read the Privacy Notice in full before signing the acceptance form. The Parents must show the Student a copy of the Privacy Notice and discuss it with him/her before accepting the offer of a place.	111	Third Party Rights: Only the School and the Parents are parties to this contract. Neither the Student nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
		112	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.
107	Change: The School, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and Regulations, the disciplinary framework, and the length of School Terms. In addition, there	113	Jurisdiction: This contract was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales

Hurtwood House School: a Limited Liability Partnership
Registered in England No: OC340323

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