

TERRA NOVA SCHOOL
Standard Terms and Conditions

1. The School

- (a) **The School** is Terra Nova Trust Limited, acting by the Governing Body as it is constituted from time to time and is inclusive of the Nursery, Pre-Prep and Prep school.
- (b) **Pupil** is a child who has been accepted by and admitted to the School as a Pupil and the acceptance by and admission of a Pupil shall be deemed to be subject to the provisions of the Acceptance Form. It is assumed that a Pupil will, subject to conduct and academic ability, progress through the School and complete Common Entrance or scholarship in Year 8.
- (c) The **Headmaster** is the person appointed by the School to be responsible for the Pupil and includes those to whom any of the duties of the Headmaster or the School have been responsibly delegated and includes the School Medical officer whenever appropriate.
- (d) The **Parents** means any person who has signed the Acceptance Form and/or who has accepted responsibility for a Pupil's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions. Those who have "parental responsibility" (i.e. legal responsibility for the Pupil) are entitled to receive relevant information concerning the Pupil 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 Pupil. Parents are expected to give their support and encouragement to the aims of the School and to uphold and promote its good name; to continue the Pupil's education at home and to ensure that the Pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline, dress and appearance
- (e) **Governing Body/Board of Governors/Governors** means the Governors of Terra Nova School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School.
- (f) **Changes at the School:** The offer of a place and its acceptance are given on the basis that, in the interests of the School as a whole, reasonable changes may be made from time to time to these standard terms and conditions, to the size and location of the School, to its premises and facilities, to the academic and games curriculum and the structure and composition of classes and the way the School is run, to the rules and disciplinary framework, to the length of the School terms and the School day and to any other aspect of the School. Fee levels will be reviewed each year and there will be reasonable increases from time to time. If the ownership or legal status of the School changes, the School's rights and obligations under these Terms and Conditions will be deemed assigned to the new entity. Parents would be given adequate notice of any significant proposals or change of policy likely to affect the School community as a whole.
- (g) **The Standard Terms and Conditions:** These Standard Terms and Conditions, The Acceptance Form, School Rules and Disciplinary Procedures constitute the terms of a contract between the Parents and Terra Nova School. The fees list and Code of Conduct, as varied from time to time are part of these Terms and Conditions. Nothing in these Terms and Conditions affects the statutory rights of Parents.

2. Care and Good Discipline

- (a) **Parents' Authority:** The Parents authorise the Headmaster, while in *loco parentis*, to take and/or authorise in good faith all decisions that safeguard and promote the Pupil's welfare. Parents give consent to such physical contact as may be lawful, appropriate and proper for teaching and for providing comfort to a Pupil in distress or to maintain safety and good order or in connection with the Pupil's health. Corporal punishment is not used in any circumstances. The Headmaster may also consent, on behalf of the Parents, to the Pupil receiving emergency medical treatment, including blood transfusions within the

United Kingdom, general anaesthetic and operations under NHS or at a private hospital, but only where certified as necessary for the Pupil's welfare by a person who is appropriately qualified and if Parents cannot be contacted in time.

- (b) **Conduct and Attendance:** The Pupil is expected to take full part in the activities of the School, to be punctual, to work hard, to be well behaved and to comply with the Code of Conduct. All Pupils will receive health and life skills education appropriate to age in accordance with the curriculum from time to time.
- (c) **The Pupil's Health:** The Headmaster may at any time require a medical opinion or certificate as to the Pupil's general health. Parents will be asked to complete a form of medical declaration concerning the Pupil's health, and must inform the Headmaster, in writing, if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities or has been in contact with infectious diseases. Parents must comply with the School Medical Officer's quarantine regulations as varied from time to time.
- (d) **Conduct of the School:** The Headmaster is responsible for the care and good discipline of Pupils while they are in the charge of the School or its staff and for the day-to-day running of the School and the curriculum. The Headmaster is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of School discipline, and removal or expulsion under clause 6 below. The Headmaster is not responsible, unless negligent, for a Pupil who is absent from the School in breach of School discipline. It is a condition of the child remaining at the School that Parents accept the School regime and the Code of Conduct
- (e) **The Code of Conduct:** Each Pupil and parent(s) will be supplied with a copy of the Code of Conduct giving information about the ethos and rules at the School. The purpose of the Code of Conduct is to help every Pupil to know what is expected and to encourage courtesy and consideration for others. Each Pupil and Parent should read the Code of Conduct.
- (f) **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body 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 Pupil is at issue.
- (g) **School Discipline:** The Parents hereby confirm that they 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 Pupil and the School community as a whole. The School's disciplinary policy which is current at the time applies to all Pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.
- (h) **Investigative Action:** A complaint or rumour of misconduct will be investigated. A Pupil may be questioned and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by a Parent, education guardian or a teacher of the Pupil's choice.
- (i) **Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Pupil shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Headmaster before a decision is taken in such a case. In the absence of a Parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.
- (j) **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of

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

- (k) **Terminology:** In these Terms and Conditions "Suspended" means that a Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Governors' Review. "Withdrawal" means that the Parents have withdrawn the Pupil from the School. "Exclusion" means that the Pupil may not return to School until arrears of Fees have been paid. "Expulsion" means that the Pupil has been required to leave ("asked to leave") the School permanently.
- (l) **Sanctions:** The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, temporary or permanent exclusion.

3. Admission and Entry to the School

- (a) **Registration:** Pupils will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us. A non-refundable registration fee is payable. Admission and entry will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time.
- (b) **Equal Treatment:** The School is a mainstream, day school for boys and girls aged 3 -13 years. The School has a Christian ethos but welcomes staff and children from many different ethnic groups, backgrounds and creeds. Pupils are required to respect human rights and freedoms. . The School 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 its legal and moral responsibilities under the Special Educational Needs & Disability Act 2001 in order to accommodate the needs of applicants, Pupils and members of the staff who have disabilities for which, after reasonable adjustments, it can cater adequately.
- (c) **Offer of a Place/Surety:** If, in due course, a place is offered, then Parents will be asked to pay a Surety (currently £500) when the offer is accepted. An offer of a place at the School is accepted by completion of an acceptance form and payment of the surety. The surety will be repaid by means of a credit, without interest, to the final payment of fees or other sums due to the School on leaving. The Surety will be retained if the child does not join the School

4. Fees and Extras

- (a) **Items Covered:** Fees cover the normal curriculum including games, together with most books and stationery. Other items incurred by the School or the Pupil may be charged as Extras. The Pupil is for these purposes agent of the parents. Damage done by a Pupil other than fair wear and tear, may be separately invoiced and must be paid as an Extra.
- (b) **Payment of Fees and Extras:** Each invoice must be paid by the first day of term. A Pupil may be excluded from the School at any time when fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion (when a term's fees in lieu of notice will be payable.) The School is agent only in respect of any goods and services, which are supplied by a third party via the School to Pupils or their Parents. Fees will not be refunded or waived for absence through sickness or if, in proper circumstances, a term is shortened or a vacation extended; or if a Pupil is released home before the normal end of term; or if food has not been consumed; or for any other cause except in the sole discretion of the Headmaster.
- (c) **Responsibility for Payment:** Fees are the responsibility of the Parents or any other person who has signed the Acceptance Form or has paid any fees or has returned the Pupil

to the School or has given instructions in relation to the Pupil. The School may withhold any information or property while fees are unpaid.

- (d) **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 Parents from any liability under these terms and conditions unless an express release has been given in writing signed by the Bursar. The School reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.
- (e) **Late Payment:** The right is reserved to make late payment charges in respect of any outstanding balance of fees, extras or other sums owed to the School, (including any administration and legal costs in relation to sums unpaid by the due date.) The late payment charge will be composed of simple interest calculated on a daily basis at 2.5% per month on the outstanding balance from the first day of each term. Cheques delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. Any sum tendered that is less than the sum due and owing may in any event be accepted by the School on account only.
- (f) **Scholarships and Bursaries:** Every scholarship and bursary is subject to high standards of behaviour, attendance and work. The terms of a scholarship or bursary and in particular terms upon which benefits may become repayable are set out in the offer letter (where applicable) to Parents.
- (g) **Instalment Arrangements:** An agreement by the School to accept payment of fees by standing order or direct debit or any other arrangement for payment of fees by instalments will cease automatically in the event of any default for 30 days or more. On ceasing, the full amount of fees then due shall be payable forthwith as a debt and interest will start to accrue at the Late Payment rate set out above. A reasonable handling charge may be charged in respect of payments by instalments and will be notified in advance of any agreement.
- (h) **Appropriation of Fees and Extras:** The School reserves the right to appropriate any payment made on behalf of a Pupil to the outstanding account of any other Pupil of the same immediate family.
- (i) **Fee Increases:** Fees are reviewed from time to time. If less than a term's notice is given of a fee increase notice of withdrawal given within 21 days after notice of the increase was received will not incur a term's fees in lieu of notice.

5. Events Requiring Notice in Writing

(a) Definitions:

Notice to be given by Parents means (unless the contrary is stated in these terms and conditions) a term's written notice addressed to and actually received by the Headmaster. No other notice will suffice. Notices must be hand delivered or sent by special delivery or guaranteed delivery post to the School address.

Provisional Notice is valid only for the term in which it is given and only when written and accepted in writing by the Headmaster.

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

A Term's Notice means notice given on or before the first day of Term and expiring at the end of term. **Half a Term's Notice** means notice given on or before the first day of term and expiring at half term, or notice given before half term and expiring at the end of Term.

Fees in lieu (of notice) means fees in full for the term of notice at the rate that would have applied had the Pupil attended and not limited to the parental contribution in the case of a scholarship or bursary.

- (b) **Cancelling Acceptance:** - A term's fees will be payable by the Parents if, for any reason, they cancel their acceptance of a place less than a term before entry or the Pupil does not join the School after a place has been accepted. Parents who withdraw giving a full term's notice before entry will not have to pay fees in lieu **but any surety will be retained by the School.** Cases of serious illness or genuine hardship may receive special

consideration on written request. Unless otherwise notified term dates for this purpose shall be deemed to start on 1st January, 15th April and 1st September.

- (c) **Withdrawal from the School:** - If a Pupil is withdrawn on less than a term's notice, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question. The charge to a term's fees represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. A Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by Parents.
- (d) **Discontinued Extras:** – A term's written notice is required to discontinue an extra or a term's fees for the extra will be payable in lieu as a debt.
- (e) **Notice by the School:** - The School may terminate this agreement on one term's written notice sent to the Parent(s) by ordinary post and otherwise under clauses 6(a) and (b) below.
- (f) **Fee Levels:** – The School will give Parent(s) written notice of the fee levels to apply in the first term of entry and will give written notice of any subsequent increases in that fee level.

6. Exclusion of a Pupil

- (a) **Exclusion/Expulsion at the Request of the School:** - Parents may be required, during or at the end of a Term, to remove a Pupil, without refund of fees, temporarily or permanently from boarding and/or from the School if, after consultation with a Parent, the Headmaster is of the opinion that the conduct or progress of the Pupil has been unsatisfactory or if the Pupil, in the judgement of the Headmaster, is unwilling or unable to profit from the educational opportunities offered (or if in the absolute discretion of the Headmaster a Parent has treated the School or members of its staff unreasonably) and in any such case removal is considered to be warranted. The Acceptance Deposit will be refunded in the event of removal from the School and fees in lieu of notice will not be charged but all outstanding fees will be payable in full.
- (b) **Exclusion:** - A Pupil may be excluded at any time if the Headmaster is reasonably satisfied that the Pupil's conduct (whether on or off School premises or in or out of term time) has been prejudicial to good order or to School discipline or to the reputation of the School. Pupil. There will be no refund of fees following exclusion (and all unpaid fees must be paid).
- (c) **Discretion of the Headmaster:** - The decision to exclude a Pupil, and the manner and form of any announcement shall be in the absolute discretion of the Headmaster. In no circumstances shall the School or its staff be required to divulge to Parent(s) or others any confidential information or the identities of Pupils or others who have given information which has led to exclusion or which the Headmaster has acquired during an investigation.
- (d) **Review:** - In the event of exclusion, the Headmaster will advise Parents of the procedure (of which copies are available on request) under which a written application for a review of the decision may be made.
- (e) **Access:** - A Pupil who has been excluded from the School has no right to enter School premises without written permission of the Headmaster.

7. Boarding --

- (a) **Boarding:** The School provides flexi-boarding whereby Parents can elect for Pupils to board on an occasional basis, subject to availability of space. The boarding fee will still be charged if 24 hours' notice of cancellation is not provided.

8. General Conditions

- (a) **Special Precautions:** The Headmaster needs to be aware of any matters that are relevant to the Pupil's security and safety, including medical or dietary conditions. The Headmaster must therefore be notified in writing immediately of any court orders or

situations of risk in relation to a Pupil for whom any special safety precautions may be needed. A Parent may be excluded from School premises if the Headmaster, acting in a proper manner, considers such exclusion to be in the best interest of the Pupil or of the School.

- (b) **Residence during Term Time:** The Headmaster must be notified in writing immediately if a Pupil will be residing other than with a person who has parental responsibility.
- (c) **Absence of Parents:** When both Parents will be absent from the Pupil's home for a 24 hour period or longer, the School requires, in writing, the name, address, and telephone number for 24 hour contact of the adult to whom parental responsibility has been delegated in *loco parentis*.
- (d) **Absence of Pupils:** The Headmaster must be informed in writing of any reason for a Pupil's absence from School. The School's prior consent should be sought for any absence from the School. It should be noted that the School can only grant permission for a Pupil to be absent in exceptional circumstances. Under the terms of the Education Act, no more than 10 days absence can be granted in any one School year unless exceptional circumstances apply. Furthermore the School can delete a child's name from the roll (require withdrawal of the child) after 10 School days of unauthorised absence.
- (e) **Liability and Insurances:** The School does not, unless negligent, accept responsibility for accidents, injury or loss of property. The School does undertake to maintain Personal Accident Insurance and those insurances, which are prescribed by law. All other insurances are the responsibility of Parents including insurance of the Pupil's personal property whilst at School or on the way to or from School or on any School sponsored activity away from the School. The School is not the agent of the parents for any purpose related to insurance.
- (f) **Pupil's Personal Property:** Pupils are responsible for the security and safe use of all personal property and Parents are responsible for ensuring that all such property is clearly marked with the owner's name. A Pupil may not bring any item of equipment on to School premises, which runs off mains electricity without prior permission of the Headmaster.
- (g) **Concerns/Complaints:** Parents who have cause for serious concern as to a matter of safety, care or quality of education must inform the Headmaster without delay (a copy of the School's Complaints Procedure is available on request).
- (h) **Progress Reports:** The School monitors each Pupil's progress and Interim Reports are sent out at regular intervals during each term and a Full Report at the end of each term.
- (i) **Learning Difficulties:** Each Pupil will be monitored for learning difficulties during their time at the School. Parents will be notified if it appears that formal assessment by an outside agency is advisable or if the Pupil is falling behind with studies. The School can provide extra tuition and remedial teaching. The Parents should arrange any formal assessment by an outside agency. School staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties. Parents will be asked to withdraw the Pupil without being charged fees in lieu of notice if, in the opinion of the Headmaster, the School cannot provide adequately for a Pupil's special educational needs.
- (j) **Information about Learning Difficulties:** Parents must notify the Headmaster in writing if they are aware or suspect that a Pupil has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information
- (k) **Biological Samples:** The Headmaster may at any time when grounds for suspicion exist, require the Pupil to give a biological sample under medical supervision to test for the use of illegal drugs or other substances damaging to health. Such samples will not form part of the Pupil's permanent medical record.
- (l) **Confidentiality:** The School will take care to preserve the confidentiality of information concerning the Pupil and Parents. The Parents, however, consent on behalf of themselves and the Pupil to the School (through the Headmaster, as the person responsible) obtaining, holding, using and communicating, on a "need-to-know" basis, confidential information

which, in the opinion of the Headmaster, is material to the safety and welfare of the Pupil and others. The Parents' consent also to the School communicating with any other School which the Pupil attends or which a Parent proposes the Pupil should attend about any matter concerning the Pupil or about payment of fees, whether or not the information passing is also held in machine-readable form. The School reserves the right to monitor the Pupil's e-mail communications and internet use

- (m) **Examinations, Reports and References:** The School will enter a Pupil's name for an examination at the Parents' expense if the Headmaster is satisfied that such is in the best interests of the Pupil. Information supplied to Parents and others concerning the progress and character of a Pupil and about examination and further education prospects and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. Where Parents are separated or divorced, reports and other information will be sent to the person with whom the Pupil normally resides.
- (n) **Intellectual Property:** The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of a Pupil in conjunction with any member of staff of the School and/or other Pupils at the School for a purpose associated with the School. Any use of such intellectual property rights by a Pupil is subject to the terms of a licence to be agreed prior to the use between the Pupil, his/her Parents and the School. The School will allow the Pupil's role in creation/development of intellectual property rights to be acknowledged.
- (o) **Prospectus:** The Prospectus describes the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of printing, the prospectus is not part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus should seek written confirmation of that matter before entering this agreement.
- (p) **Consumer Protection:** Care has been taken to use plain language in these terms and conditions and to explain the reasons for any content, which may appear one-sided. If any word(s), alone or in combination, infringe the *Unfair Terms in Consumer Contracts Regulations 1999* or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
- (q) **Interpretation:** These terms and conditions supersede those in the prospectus and elsewhere and will be construed as a whole. Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of the terms and conditions.
- (r) **Jurisdiction:** This contract was made at the School and is governed exclusively by English Law.

December 2011