

Westbourne School

Terms & Conditions

A Introduction

- 1 **These Terms and Conditions** reflect the custom and practice of independent Schools for many generations and they form the basis of a legal contract for educational services. The Terms and Conditions are intended to promote the education and welfare of each pupil and the stability, forward-planning, proper resourcing and development of the School.
- 2 **Our prospectus**, website and School dvd/cd-rom are not contractual documents. Please see **Section J** for further information.
- 3 **Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out **at Sections H & I** below.
- 4 **Managing Change:** This School, as any other, is likely to undergo a number of changes during the time your child is a pupil here. Please see **Section J** for further details of the changes that may be made and the consultation and notice procedures that will apply.
- 5 **Documents referred to:** Before accepting the offer of a place, parents and pupils receive a copy of the School Rules and the Fees List. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions. Please now refer to **Section J**.

B Terminology

- 6 "**The School**"/"**We**"/"**Us**" means Westbourne School as now or in the future constituted. The School is incorporated as a company limited by guarantee and is regulated by its memorandum and articles of association.
- 7 "**School Governors**"/"**Governing Body**" means the Governors of the School who are appointed from time to time under the terms of the governing instrument referred to above and who are responsible for governance of the School.
- 8 "**The Head**" is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head or of the School Governors have been delegated.
- 9 "**The Parents**"/"**You**" means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.
- 10 "**The Pupil**" is the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with UK custom.

C Admission and Entry to the School

- 11 **Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. "**Admission**" occurs when Parents accept the offer of a place. "**Entry**" is the date when a pupil attends the School for the first time under this contract.
- 12 **Equal Treatment:** The School is a day school for boys and girls aged from 4 - 16 years. The School has a Christian ethos but 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 the *Special Educational Needs & Disability Act 2001* in order to accommodate the needs of applicants, pupils and members of the staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

13 **Offer of a Place:** An offer of a place for your child at the School is accepted by your submitting the duly completed Acceptance Form and paying the deposit.

Deposit: The deposit is not refundable if your child does not take up a place at the School. The deposit will form part of the general funds of the School until it is credited, less £50 for a FOW subscription, without interest to the final payment of the fees or other sums due to the School on your child's leaving.

D Pastoral Care

- 14 **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 pupil and the integrity of the School community.
- 15 **Our Commitment:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others.
- 16 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil must be notified immediately to a member of staff or in the case of a grave concern must be notified in writing to the Head and/or by telephone and fax in a case of emergency. A copy of the School's Complaints Procedure will be supplied on request.
- 17 **Pupil's Rights:** A pupil 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 Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parent.
- 18 **Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare.
- 19 **Ethos:** The ethos of this School must be such as to foster good relationships between members of the staff, the pupils themselves and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the pupils and parents and we expect the same of pupils and parents in relation to the School.
- 20 **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare.
- 21 **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety.
- 22 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) a pupil's rights of confidentiality, and to impart confidential information on a "*need-to-know*" basis where necessary to safeguard or promote a pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's email communications and internet use.
- 23 **Leaving School Premises:** We will do all that is reasonable to ensure that your child remains in the care of the School during School hours but we cannot accept responsibility for a pupil 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 pupil aged 16 years or over.
- 24 **Residence During Term Time:** The Head must be notified in writing immediately if a pupil will be residing during term time under the care of someone other than a parent.
- 25 **Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.

- 26 Photographs:** It is the custom and practice of most independent Schools, and of this School, to include some photographs or images of pupils in the School's promotional material such as the prospectus, the website, press releases and digital/social media. We would not disclose the name or home address of a child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and must write immediately to the Headmaster requesting an acknowledgement of their letter.
- 27 Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 28 Pupil's Personal Property:** Pupils are responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.
- 29 Insurance:** Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises. From time to time the School can, via its insurance brokers, offer other forms of insurance such as personal accident benefits or fee remission insurance, but the School does not accept a contractual duty to do so. Parents may obtain further information on application to the Bursar.
- 30 Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property.

E Health and Medical Matters

- 31 Medical Declaration:** It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. 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/her to return to the School until such time as the health risk has been averted. In such circumstances 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).
- 32 Medical Examination:** All pupils will have routine health checks with the School Nurse (or doctor as appointed) from time to time and receive routine inoculations in accordance with Government guidelines. Arrangements can be made on request for a parent to be present but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding (usually at 12+ years).
- 33 Pupil's Health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers that necessary as a matter of professional judgement in the interests of the child and/or the School. A pupil of sufficient age and maturity is entitled to insist on confidentiality which can nonetheless be overridden in the pupil's own interests or where necessary for the protection of other members of the School community.
- 34 Medical Information:** Throughout a Pupil's time as a member of the School, the School Nurse shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil'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.
- 35 Emergency Medical Treatment:** The Parents authorise the Head to consent on behalf of the Parents to the Pupil's receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

F Educational Matters

- 36 Our Commitment:** Within the published range of the School's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Pupil and to provide education to at least the standard required by law in the particular

circumstances, and often to a much higher standard.

- 37 Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils and may take into account management of friendship groups. Any parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's tutor, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a grave concern.
- 38 Parental support:** In order to fulfil our obligations, we need your co-operation, including 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 cooperation 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.
- 39 Progress Reports:** The School monitors the progress of each Pupil and reports regularly to Parents by means of grades and full written reports.
- 40 Sex Education:** All pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the curriculum.
- 41 Public Examinations:** The Head may, after consultation with a parent and pupil, decline to enter a pupil's name for a public examination if, in the exercise of professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the staff.
- 42 Reports and References:** Information supplied to Parents and others concerning the progress and character of a pupil, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- 43 Learning Difficulties:** The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which amounts to 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 Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that a pupil has a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
- 45 Information about Learning Difficulties:** Parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a pupil's special educational needs. Remedial teaching provided by the School will be charged as an extra.
- 46 Moving up the School:** It is assumed that each Pupil who satisfies the relevant criteria at the time will progress through the School and will ultimately complete Year 11. Parents will be consulted before the end of the Spring Term in Year 6 if there appears to be any reason why the pupil may be refused a place at the next stage of the School. **Parents must give a term's notice in writing** (i.e. before the start of the Summer Term in Year 6 **in accordance with the Provisions about Notice (in section H) if they do not intend their child to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.**
- 47 School's Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of a pupil in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in creation/development of intellectual property.

- 48 Pupil's Original Work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at School premises until, in our professional judgement, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head and staff.
- 49 Educational Visits:** A variety of educational visits will be provided for your child while a pupil here. The cost of some educational visits will be charged as an extra and added to the bill. **Parents' prior consent will be sought for a visit costing more than £30.** Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. The Pupil is subject to School discipline in all respects whilst engaged in a School trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill.

G Behaviour and Discipline

- 50 School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of a pupil is at issue.
- 51 Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules about appearance and the wearing of uniform.
- 52 School Rules:** The School Rules which apply are set out in the Information Booklet and other documents published from time to time. Parents are requested to read these documents carefully with the pupil before they accept the offer of a place.
- 53 School Discipline:** The Parents hereby confirm that they accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the School community as a whole. The School's disciplinary policy which is 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.
- 54 Investigative Action:** A complaint or rumour of misconduct will be investigated. A pupil may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action.
- 55 Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head before a decision is taken in such a case
- 56 Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.
- 57 Drugs & Alcohol:** A pupil may be given the opportunity to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.
- 58 Terminology:** In these Terms and Conditions "*Suspension*" 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. "*Expulsion*" and "*Removal*" mean that the Pupil has been required to leave ("*asked to leave*") the School permanently in the circumstances described below. "*Released home*" means that the Head has consented to the Pupil being away

from School for a specified period of time. "**Exclusion**" means that the Pupil may not return to School until arrears of Fees have been paid. "Exclusion" may also be used as a general expression covering any or all of the other expressions defined in this clause.

- 59 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, suspension, or alternatively being removed or expelled.
- 60 Expulsion:** A pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of School discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. Parents will be given a copy of the review procedure current at the time. The Head's decision shall be subject to a Governors Review if requested by a Parent. The Pupil shall remain away from School pending the outcome of the Review (see "Governors' Review" below).
- 61 Fees after Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms, but the overseas element (if any) of the Acceptance Deposit, and the unspent balance of any lump sum prepayment will be refunded without interest. There will be no charge to fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable.
- 62 Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the School, if, after consultation with a pupil and/or parent, the Head is of the opinion that by reason of the Pupil's conduct or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, or if a parent has treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw the Pupil as an alternative to removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School (see "Governors' Review" below).
- 63 Fees Following Removal:** If the Pupil is removed or withdrawn in the circumstances described above, the rules relating to Fees and Deposit shall be the same as for expulsion save that the Deposit will be refunded in full without interest.
- 64 Leaving Status:** The expression "leaving status" has reference to whether the Pupil has been expelled, removed or withdrawn, and to the record which will be entered in to the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Head with the Parents and, where appropriate with the Pupil, at the time of the Head's decision.
- 65 Governors' Review:** Parents may ask for a Governors' Review of a decision to expel or require the removal of a pupil from the School (but not a decision to suspend a pupil unless the suspension is for 11 School days or more, or would prevent the Pupil taking a public examination). **The request must be made as soon as possible and in any event within seven days of the decision being notified to the Parents.** Parents will be entitled to know the names of the Governors who make up the Review Panel and may ask for the appointment of an independent panel member nominated by the School and approved by the parent (approval not to be unreasonably withheld).
- 66 Review Procedure:** The Head will advise the Parents of the procedure (current at that time) under which such a review will be conducted by a panel of up to three Governors (including an independent member if requested). If Parents request a Governors' Review, the Pupil will be suspended from School until the decision to expel or remove has been set aside or upheld. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.
- 67 Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to expel or remove a pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

H Provisions About Notice

- see also section F "Moving up the School" and section G.

- 68 Notice to be given by Parents** means (unless the contrary is stated in these Terms and Conditions) **a term's written notice addressed to and received by the Head personally** or signed for by the Head's secretary or the Bursar on the Head's behalf. It is expected that parents will consult with the Head before giving notice to withdraw a pupil.
- 69 Provisional notice** is valid only for the term in which it is given and only when written and accepted in writing by the Head personally or the Head's deputy duly authorised for this purpose.
- 70 Fees in lieu of notice** means Fees in full for the term of notice at the rate that would have applied had the Pupil attended and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession.
- 71 "A term's notice"** to be given by Parents means notice given before the first day of a term and expiring at the end of that term. A term's notice must be given **in writing** if the Parents **wish to cancel a place** which they have accepted, or if Parents **wish to withdraw a pupil** who has entered the School; or **the Pupil wishes to discontinue extra tuition**.
- 72 Cancelling Acceptance:** The cancellation of a place which has been accepted can cause long-term loss to the School if it occurs after other families have taken their decisions about Schooling for their children. A genuine pre-estimate of loss is fees for between one and 5 years. Nonetheless, the School agrees to limit the parent's liability to a full term's fees payable as a debt if less than a term's notice of cancellation has been given, or to the full amount of the Acceptance Deposit if more than a term's notice has been given. Cases of serious illness or genuine hardship may receive special consideration on written request.
- 73 Withdrawal by Parents:** 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 unless the place is filled immediately and without loss to the School. The charge of a term's Fees represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
- 74 Prior Consultation:** It is expected that a parent or duly authorised education guardian will in every case consult personally with the Head or with the Head's authorised Deputy before notice of withdrawal is given.
- 75 Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.
- 76 Discontinuing Extras:** A term's written notice is required to discontinue extra tuition or a term's Fees for the extra tuition will be immediately payable in lieu as a debt.
- 77 Termination by the School:** The School may terminate this agreement **on one term's written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal**. The School would not terminate the contract without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding), and would offer the Parents a Governors' Review of a decision to terminate. The deposit would be refunded without interest less any outstanding balance of the account.

I Fees

- 78 Meaning:** "Fee" and "Fees" where used in these terms and conditions include each of the following charges where applicable: *Registration Fee; Acceptance Deposit; Tuition Fees; Fees for extra tuition; other extras* such as clothing and equipment, photographs and other items ordered by the parent or the Pupil and *charges arising in respect of educational visits*, and *damage* where a pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) and *late payment charges* if incurred.
- 79 Payment:** The Parents undertake to pay the Fees applicable in each School year. Fees are due and payable 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.
- 80 Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a pupil is released home after public examinations or otherwise before the normal end of term (provided that the School remains open to a pupil who wishes to stay at School during that period); or for any cause other than exceptionally and at the sole discretion of the Head in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out in **Section G** above) apply when a pupil is expelled or removed, i.e. asked to leave.
- 81 Exclusion for Non-Payment:** The right is reserved on 3 days' written notice to exclude a pupil while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to a Governors' Review will not normally arise but the Chairman of Governors has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the Parents. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the pupil. **A pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice** twenty-eight days after exclusion. (Then a term's Fees in lieu of notice will be payable in accordance with the **Provisions about Notice** in **Section H**.)
- 82 Late Payment:** Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month which is a genuine pre-estimate of the cost to the School of a default. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared.
- 83 Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.
- 84 Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.
- 85 Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The School reserves the right to refuse a payment from a third party.
- 86 Instalment Arrangements:** All Fees are due to the School before the commencement of the School term to which they relate. Instalment arrangements can be made with a third party with whom the School has an agreement in place.
- 87 Composition Schemes** under which a lump sum prepayment for between one and five years is made by or on behalf of the Parents will be the subject of a separate agreement which will provide, among other conditions, for a refund of the unused part of the prepayment in the event of the Pupil's leaving earlier than expected. Fees in lieu of notice (where applicable) and any other sum due and owing to the School at that time will be deducted from the sum to be refunded.
- 88 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 Pupil's part and to the Parents' treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be

notified to Parents at the time of offer. The value of a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed.

- 89 Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If less than a term's notice is given of a fee increase greater than 8%, notice of withdrawal given within 21 days after notice of the increase was received will not incur a term's fees in lieu of notice and the Acceptance Deposit will be refunded without interest.
- 90 Money Laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

J General Contractual Matters

- 91 Management:** It is our intention that the terms and conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.
- 92 Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.
- 93 Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules (including those set out in the Information Booklets), the disciplinary framework, and the length of School terms. Fee levels will be reviewed each year and there will be reasonable increases from time to time.
- 94 Confidentiality and References:** You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- 95 Data Protection:** 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. The School will process personal data about you and your child in accordance with the Data Protection Act 1998 [and the School's *'Data Protection Notice'* which is available on the School's website].
- 96 Changes in ownership:** For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform and consult with all parents in relation to such changes.
- 97 Force Majeure:** In this agreement "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). 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, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. The School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).
- 98** Subject to Clause 96, 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.

- 99 Consultation:** It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, however, parents will be consulted and given at least a term's notice of a change of policy or a change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care. For example, notice would be given of a proposal to remove a subject from the curriculum.
- 100 Representations:** Our prospectus, website and School dvd and cd-rom describe the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the prospectus, website and School dvd and cd-rom are not part of any agreement between the Parents and the School. **Parents wishing to place specific reliance on a matter contained in the prospectus, website, dvd or cd-rom, or a statement made by a member of staff or a pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering this agreement.**
- 101 Third Party Rights:** Only the School and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.
- 102 Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
- 103 Jurisdiction:** This contract was made at the School and is governed exclusively by English law. You agree with us to submit to the exclusive jurisdiction of the English courts.

Westbourne School Trust Limited trading as Westbourne School: a Company limited by Guarantee
Registered Address: 60 Westbourne Road, Sheffield S10 2QT
Registered No.: 00936709
Registered Charity: 529381