



## TERMS & CONDITIONS

### A INTRODUCTION

- 1 **Terms and Conditions:** These terms and conditions reflect the custom and practice of independent schools for many generations and together with the:
- 1.1 letter of offer;
  - 1.2 conditions of award if applicable;
  - 1.3 acceptance form; and
  - 1.4 schedule of fees
- they form the basis of a legally binding contract between the Parents and the School for the provision of educational services. These terms and conditions are intended to promote the education and welfare of pupils 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.
- 3 **Prospectus and website:** The School's prospectus and website and other promotional material are not contractual documents. Please see **Section K** for further information. The School website contains a number of policies and procedures which can be viewed by parents. Printed copies are available from the School on written request.
- 4 **Notice & Fees:** The rules concerning notice and fees are of particular importance and are set out at **Sections H & I** below.
- 5 **Managing Change:** Cranleigh School, as any other, is likely to undergo a number of changes during the time the Pupil is a pupil here. Please see **Section K** for further details of the changes that may be made and the consultation and notice procedures that will apply.

### B TERMINOLOGY

- 6 **The School/We/Us:** means Cranleigh School as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee.
- 7 **Governing Body:** means the Governing Body of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School.
- 8 **The Head:** means the Head of the School as appointed by the Governing Body. The Head is responsible for the day-to-day running of the School and includes those to whom any duties of the Head have been delegated.
- 9 **The Parents/You:** means any person who has signed the Acceptance Form. The 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. Please also see clauses 90 and 110.
- 10 **Parental Responsibility:** Those who have Parental Responsibility (ie. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the welfare and best interests of the child.
- 11 **The Pupil:** means 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**

12 **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 the Parents satisfying the admission requirements at the time.

**Admission** occurs when the Parents accept the offer of a place. **Entry** occurs on the date when the Pupil attends the School for the first time under these terms and conditions.

13 **Equality:** The School is a boarding and day school for boys and girls aged 13-18 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 equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, we can cater adequately.

14 **Offer of a place and deposit:** A deposit (Acceptance Deposit) as shown on the Acceptance form for the relevant year will be payable when parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves and 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, unless stated otherwise in these terms and conditions or unless the Parents wish to donate the Acceptance Deposit to the School or the School's Foundation.

15 **Acceptance of a place:** The Parents accept the offer of a place for boarding or

day attendance. Permission for the Pupil to transfer from boarding to day-only attendance, or vice versa, will be at the sole discretion of the Head.

16 **Additional deposit:** For reasons of administration, the right is reserved to require payment of an additional deposit (**Overseas Deposit**) as shown on the schedule of fees for the relevant year in the case of a pupil whose normal residence is outside the United Kingdom. The Overseas Deposit will be retained in the general funds of the School until the Pupil leaves and 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, unless stated otherwise in these terms and conditions.

17 **Immigration:** The School is currently a registered UK Border Agency sponsor. Parents must inform the Head 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. Where a child is sponsored by the School for immigration purposes the Parents shall permit the School to take and retain copies of the child's passport and visa. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to reside in the United Kingdom and to study at this School.

D **PASTORAL CARE**

18 **The School's Commitment:** We will do all that is reasonable to safeguard and promote the Pupil, the Pupil'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 the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.

19 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the School must be notified to the School as soon as reasonably practicable. A copy of the School's current Parents and Pupils Complaints Procedures is available on request. See also clause 73.

- 20 **Pupil's Rights:** The Pupil, if 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 his/her parents. If a conflict of interests arises between the Parents and the 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 Parents.
- 21 **Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions that the Head considers on proper grounds will safeguard and promote the Pupil's welfare.
- 22 **Ethos:** The ethos of the School is explained in The Cranleigh Ethos Paper which is available on request.
- 23 **Physical Contact:** The Parents consent to such physical contact with the Pupil as may accord with good practice or be appropriate and proper for teaching and instruction or for providing comfort to the Pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare.
- 24 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:
- 24.1 any known medical condition, health problem or allergy affecting the Pupil;
  - 24.2 any history of a learning or behavioural difficulty on the part of the Pupil or any member of his/her immediate family;
  - 24.3 any disability, special educational need or any behavioural, emotional and/or social difficulty on the part of the Pupil;
  - 24.4 any family circumstances or court order which might affect the Pupil's welfare or happiness;
  - 24.5 any concerns about the Pupil's safety; or
  - 24.6 any change in the financial circumstances of the Parents in receipt of a bursary from the School.
- 25 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights of confidentiality, and to impart confidential information on a "*need-to-know*" basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. The School will not impart confidential information unless we reasonably consider it to be necessary to do so. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's e-mail communications and Internet use.
- 26 **Special precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or any other member of the School community.
- 27 **Leaving School Premises:** The School is unable to prevent a pupil leaving school premises in breach of School Conventions and is not legally entitled to do so in the case of a pupil aged 16 years or over.
- 28 **Residence During Term Time:** The Pupil, except when boarding, is required during term time and at weekends, exets and half term, to live with the Parents or legal guardian or with an education guardian acceptable to the School. Subject to availability, short-term boarding can be provided during term time for the Pupil whose accommodation arrangements have broken down and will be charged as an extra. The Head must be notified in writing immediately if the Pupil will be residing during term time under the care of someone other than the Parents.
- 29 **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.

- 30 **Communications from 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. This requirement does not apply to the giving of notice for the cancellation of a place or the withdrawal of the Pupil from the School. Those persons who are required to consent to or to give notice of cancellation or withdrawal are set out in clause 74.
- 31 **Education Guardians:** The Parents if resident outside the United Kingdom must have an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility during exeats, other permitted periods of time away from school, half term or the holidays for the Pupil and the Parents and the education guardian of the Pupil must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents but the School may be able to assist, by providing the 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 and shall from time to time provide the School with up to date contact details for the appointed education guardian.
- 32 **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 and website. We would not disclose the name or home address of a child without the Parents' consent. If the Parents do not want their child's photograph or image to appear in any of the School's promotional material they must make sure their child knows this and must write immediately to the Bursar requesting an acknowledgement of their letter.
- 33 **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.
- 34 **Pupil's Personal Property:** The Pupil is responsible for the security and safe use of all his/her 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.
- 35 **Insurance:** The 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.
- 36 **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 the Parents or for loss or damage to property.
- E** **HEALTH & MEDICAL MATTERS**
- 37 **Medical Declaration:** The Parents will be asked to complete a form of medical declaration concerning the Pupil's health and must inform the Head 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 anyone with an infectious or contagious disease.
- 38 **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 pupil at the School. The Parents must comply with the School Medical Officer's recommendations which may include a reasonable decision to release the Pupil home when he/she is unwell.
- 39 **Medical Examination:** The Pupil will have a routine medical examination with the School Medical Officer (or other doctor appointed by him), usually during the first term at the School. Arrangements can be made on request for the Parents to be present but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding.
- 40 **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 it necessary as a matter of professional judgement in the interests of the Pupil and/or the School community. The Pupil if of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.

41 **Medical Information:** Throughout a Pupil's time as a member of the School, the School Medical Officer 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.

42 **Emergency Medical Treatment:** The Parents authorise the Head to consent on behalf of the Parents to the Pupil receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations performed by 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

43 **Provision of education:** 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. The School cannot guarantee that the Pupil will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.

44 **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. If the Parents have specific requirements or concerns about any aspect of their child's education or progress they should contact the Pupil's tutor, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a grave concern.

45 **Progress Reports:** The School monitors the progress of the Pupil and reports regularly to the Parents by means of grades and full written reports.

46 **Sex Education:** The Pupil will receive health and life skills education appropriate to his/her 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 Pupil to take part in this aspect of the curriculum.

47 **Public Examinations:** The Head may, after consultation with the Parents and the 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.

48 **Reports and References:** Information supplied to the Parents and others concerning the progress and character of the 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.

49 **Learning Difficulties:** The School will do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The School 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.

50 **Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Pupil has a learning

difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.

- 51 **Information about Learning and Behavioural Difficulties:** The Parents must notify the Head in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a learning or behavioural difficulty and the Parents must provide us with copies of all written reports and other relevant information. The 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 is unable to provide adequately for the Pupil's special educational or behavioural needs. The School reserves the right to charge for the provision of additional teaching.
- 52 **Moving up the School:** It is assumed that if the Pupil satisfies the relevant criteria at the time he/she will progress through the School and will ultimately complete the Upper Sixth Year (Year 13). The Parents will be consulted before the end of the Lent Term in Year 11 if there appears to be any reason why the Pupil may be refused a place at the next stage of the School. The Parents must give a term's notice in writing (ie. before the start of the Summer Term in Year 11) in accordance with the Provisions about Notice (in section H) if they do not intend the Pupil to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.
- 53 **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 the 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.
- 54 **Pupil's intellectual property:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Head, 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.

- 55 **School Trips:** A variety of school trips will be provided for the Pupil. The cost of some school trips will be charged as an extra and added to the bill. School trips 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. The School reserves the right to prevent the Pupil from taking part in an educational visit while overdue Fees remain unpaid.

## **G BEHAVIOUR AND DISCIPLINE**

- 56 **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. The Head will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.
- 57 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The 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 Conventions about the wearing of uniform and general appearance.
- 58 **School Conventions:** The School Conventions which apply are set out in the Calendar and other documents published from time to time. The Parents and the Pupil have an opportunity on request to see

- the current rules and regulations before they accept the offer of a place.
- 59 **School Discipline:** The Parents 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 the 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.
- 60 **Investigative Action:** A complaint or rumour of misconduct will be investigated. The 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 the 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 the Parents, education guardian or a teacher of the Pupil's choice.
- 61 **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. In the absence of the Parents or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.
- 62 **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to the 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.
- 63 **Drugs & Alcohol:** The 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.
- 64 **Sanctions:** The School's current policies on sanctions are available to the 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, detention for a reasonable period, withdrawal of privileges, rustication or suspension, or alternatively being removed or expelled.
- 65 **Definitions of sanctions:** The definitions in this clause apply in these terms and conditions.
- Suspension:** means that the 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 Governing Body' Review.
- Rustication:** means releasing a pupil home or to an education guardian for a specified period of time (usually a weekend) but without further disciplinary consequences.
- Withdrawal:** has the meaning set out in clause 82.
- Expulsion:** means that the Pupil is required to leave the School permanently in circumstances described in clause 66.
- Removal:** means that the permanent removal of the Pupil has been required in circumstances described in clause 68.
- 66 **Expulsion:** The Pupil may be formally expelled from the School if it is proved to the Head's satisfaction on the balance of probabilities that the Pupil has committed a 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. The Head's decision to expel shall be subject to a Governing Body Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil

shall be suspended from the School pending the outcome of the Review. See clauses 71 and 72.

67 **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 Deposit (if any) will be refunded without interest less any sums owing to the School. There will be no charge to Fees in lieu of notice but, save for any contrary provision in any other agreement made between the School and the Parents, all arrears of Fees and any other sum due to the School will be payable.

68 **Removal in other Circumstances:** The Parents may be required to remove the Pupil permanently from the School, or from boarding, if, after consultation with the Parents and if appropriate the Pupil, the Head is of the opinion that by reason of the Pupil's conduct behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School, or if the Parents have treated the School or members of its staff unreasonably. In these circumstances, and at the sole discretion of the Head, Withdrawal of the Pupil by the Parents may be permitted 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. The Head's decision to require the Removal of the Pupil shall be subject to a Governing Body Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clauses 71 and 72.

69 **Fees Following Removal:** If the Pupil is removed or withdrawn in the circumstances described in clause 68, the provisions relating to Fees shall be as set out in clause 67 save that the Acceptance Deposit and Overseas Deposit, if any, will be refunded without interest less any sums owing to the School.

70 **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 into

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.

71 **Governing Body' Review:** The Parents may request a Governing Body Review of a decision to expel or require the removal of the Pupil from the School or from boarding (but not a decision to suspend the 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 in writing as soon as possible and in any event within seven days of the decision being notified to the Parents.** The Parents will be entitled to know the names of the members of the Governing Body 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 Parents (such approval not to be unreasonably withheld).

72 **Review Procedure:** The Head will advise the Parents of the procedure (current at the time) under which a Governing Body Review will be conducted by a panel of up to three people (either three members of the Governing Body or two members of the Governing Body and one independent person if requested). If the Parents request a Governing Body Review, the Pupil will be suspended from School until the review procedure has been completed. 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. The Governing Body Review will be conducted under fair procedures in accordance with the requirements of natural justice.

73 **Complaints Procedures:** A complaint about any matter of School policy or administration not involving an Expulsion or Removal of the 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

- 74 **Term:** means the period between and including the first and last days of the relevant School term.
- 75 **Notice:** means (unless the contrary is stated in these terms and conditions) a term's written notice given by:
- 75.1 both Parents; or
- 75.2 one of the Parents with the prior written consent of the other; and
- 75.3 any other person with Parental Responsibility
- before the first day of Term addressed to and actually received by the Head personally. It is expected that the Parents will consult with the Head before giving Notice to withdraw the Pupil.
- 76 **A Term's Written Notice:** 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 if:
- 76.1 the Parents wish to cancel a place after acceptance; or
- 76.2 the Parents wish to withdraw the Pupil who has entered the School; or
- the Pupil will not return for the following year even if he/she has achieved the required grades.
- 77 **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 Deputy Head duly authorised for this purpose.
- 78 **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.

- 79 **Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil enters the School or where the Pupil does not enter the School. Please see clause 12 for details of when Entry to the School occurs.
- 80 **Cancelling Acceptance:** The cancellation of a place after acceptance can cause long term loss to the School if it occurs after other families have taken their decisions about schooling for their children. The School agrees to limit the liability of the Parents to:
- 80.1 one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt if less than a Term's Written Notice of cancellation has been given or the Pupil does not join the School after a place has been accepted and the Parents have not cancelled. The School reserves the right to offset the Overseas Deposit, if paid, against the Term's Fees; or
- 80.2 the Acceptance Deposit if more than a Term's Written Notice has been given. Cases of serious illness or genuine hardship will receive special consideration on written request.
- 81 **Cancelling a place offered in the Term before Entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the acceptance form. The Acceptance Deposit will be then be retained by the School. If the Parents give notice of cancellation after this date or give no notice of cancellation they will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt. The School reserves the right to offset the Overseas Deposit, if paid, against the Term's Fees.
- 82 **Withdrawal:** means the withdrawal of the

Pupil from the School by the Parents or the Pupil with or without Notice required under these terms and conditions at any time after the Pupil has entered the School. Please see clause 12 for details of when Entry to the School occurs. Please also see clauses 83 and 84 and 92.

83 **Withdrawal by Parents:** If the Pupil is withdrawn on less than a Term's Written Notice, or excluded for more than twenty-eight days for non-payment of Fees as set out in clause 92, Fees in lieu of notice less the Acceptance Deposit will be immediately due and payable as a debt unless the place is filled immediately and without loss to the School. The School reserves the right to offset the Overseas Deposit, if paid, against the Term's Fees.

84 **Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.

85 **Prior Consultation:** It is expected that the Parents 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.

86 **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.

87 **Termination by the School:** The School may terminate this agreement on one Term's written notice sent by ordinary post or email. 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). The Acceptance Deposit and Overseas Deposit, if paid, would be refunded without interest less any outstanding balance of Fees.

## I **FEES**

88 **Fees:** may include alone or in combination any of the Registration Fee, Acceptance Deposit, Overseas Deposit, tuition fees, boarding fees, fees for extra tuition; other extras such as House charges, clothing and equipment, photographs and other items ordered by the Parents or the Pupil and charges arising in respect of school trips,

and damage where the 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.

89 **Payment of Fees:** The Parents undertake to pay the Fees applicable to each Term 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 an item on the bill is under query, the balance of the bill must be paid.

90 **Payment of Fees by a Third Party:** An agreement with a third party (such as an employer, grandparent or step parent without Parental Responsibility) 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.

91 **Refund/Waiver:** Save where there is a legal liability under a court order or under the provision of this agreement to make a refund, Fees will not be refunded or waived for absence through sickness; or if a Term is shortened or a vacation extended; or if the Pupil is released home after public examinations or otherwise before the normal end of term; or the School is temporarily closed due to adverse weather conditions; or for any cause other than exceptionally and at the sole discretion of the Head in a case of genuine hardship. 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. See also Section J for information about events beyond the control of the parties.

92 **Exclusion for Non-Payment:** The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment. If the Pupil is excluded for a period of 28 days, he/she will be deemed withdrawn without Notice and a Terms 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 Governing Body' Review will not normally arise. The School may withhold any information, character references or property while Fees remain 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.
- 93 **Late Payment:** Save where alternative provisions 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 Fees which are unpaid. The rate of interest charged will be at up to 1.5% 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.
- 94 **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 as set out in clause 93.
- 95 **Appropriation:** Save where the Parents expressly state to 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 child may be appropriated by the School to the unpaid account of any other child of the Parents.
- 96 **Instalment Arrangements:** An agreement by the School to accept payment of current and / or past and /or future Fees by instalments is concessionary 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 instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.
- 97 **Composition Schemes:** An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.
- 98 **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.
- 99 **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a term's notice of a Fees increase greater than 9% they may give to the School written notice of withdrawal within 21 days and will not be liable to pay Fees in lieu of notice and the Acceptance Deposit and Overseas Deposit, if paid, will be refunded without interest less any sums owing to the School.
- 100 **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** **EVENTS BEYOND THE CONTROL OF PARTIES**
- 101 **Force Majeure:** Events beyond the reasonable control of the School or the Parents are **Force Majeure Events** and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, acts of terrorism, strikes, industrial disputes, outbreaks of epidemic or pandemic disease, failure of utility, service or transportation.
- 102 **Notification:** If the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, it shall notify the other in writing immediately and shall be excused from performing those obligations while the Force Majeure Event continues.
- 103 **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.

104 **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**

105 **Data protection:** By signing the acceptance form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and so far as they are able on behalf of the Pupil authorise the School to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the School. See also the School's data protection notes attached to these terms and conditions.

106 **Change:** This 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 Conventions and Regulations, the disciplinary framework, and the length of School Terms. In addition, there 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.

107 **Consumer protection:** 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 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.

108 **Consultation:** It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, however, the School will use reasonable endeavours to ensure that the Parents will be consulted and where possible given at least a Term's notice in writing of a change of policy or a change in any physical aspect of the School which

would have a significant effect on the Pupil's education or pastoral care.

109 **Representations:** The School's prospectus, website and other promotional material 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 and other promotional material is not part of any agreement between the Parents and the School. If the Parents wish to place specific reliance on a matter contained in the prospectus, website or other promotional material 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 they should seek written confirmation of that matter from the Head before entering this agreement.

110 **Third Party Rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

111 **Interpretation:** These terms and conditions supersede those previously in force and will be construed as a whole and 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.

112 **Jurisdiction:** This contract was made at the School and 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

## Data protection information notes

- 1 The School holds information about you and your child including exam results, parent and guardian contact details and financial information and details of medical conditions. This information is kept electronically on the School's information management system or manually in indexed filing systems.
- 2 These notes refer to the **processing** of information. Processing is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.
- 3 The School processes information about you and your child in order to safeguard and promote the welfare of your child, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which your child may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and / or the School processing financial information obtained from you or from third parties such as credit reference agencies.
- 4 The School may process different types of information about your child for the purposes set out above. That information may include:
  - 4.1 medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your child;
  - 4.2 personal details such as home address, date of birth and next of kin;
  - 4.3 information concerning your child's performance at School, including discipline record, School reports and examination reports;
  - 4.4 financial information including information about the payment of fees at this School or any other school.
- 5 Where in the professional opinion of the Head it is deemed necessary we may share information with certain third parties. Information such as contact details may be shared with the Old Cranleigh Society and the Cranleigh Foundation.
- 6 If the School enters into a separate arrangement for the payment of fees, we may, in order to verify your identity and so that we can assess your application for credit, search the files of any licensed credit reference agency who will keep a record of that search and details about your application. This record will be seen by other organisations which make searches about you. Failure to supply information may result in a refusal of credit.