

WELLESLEY HADDON DENE SCHOOL

Terms and Conditions

1. Definitions

(a) In these Terms and Conditions
"Registration form" means the form provided by the School for the parent/s or guardian/s to complete when accepting a place at the School;

"the Complaints Procedure" is the School's procedure for the review of complaints;

"registration fee" means that sum set out in the schedule of fees to cover the cost of admission;

"deposit" means that sum set out in the schedule of fees to secure a place for your child at the School;

"fee" and "fees" includes all the costs incurred in the usual course of the education of your child, including tuition fees, supervision (where applicable and including boarding supervision), any necessary educational materials (including licenses and subscriptions), transport levy, food costs, swimming, voluntary building funds and assessment charges;

"enrolment" means the first day of attendance at the School;

"Head" means the person responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"School Rules" means the rules of the School, a copy of the current version of which is included within the school information pack. Those rules may be amended from time to time and parents will be given notice of such amendments;

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

a "term's notice" means notice given not later than the first day of the term preceding the term to which the notice relates;

"Terms and Conditions" means these Terms and Conditions of admission as amended from time to time;

"we" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires.;

"you" or the "parents" means each person who has signed the Registration Form as parent or guardian of a child or who with the School's written consent has subsequently assumed parental responsibility for such child;

(b) The Registration Form, the Schedule of Fees, the School Rules, the Disciplinary Procedure and these Terms and Conditions constitute the terms of a contract between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

(a) Application of the registration process

The registration fee is non-refundable and covers the cost of processing the admission. It does not secure a place for your child at the School.

(b) Acceptance of a Place

An offer of a place for your child at the School is accepted by your completion of the Registration Form and payment of the deposit.

(c) Application of the Deposit

The deposit is non-refundable if your child does not take up a place at the School. The amount of the deposit paid will be credited against your first invoice for school fees.

(d) Enrolment

Failure to attend the School after securing of a place at the School could result in the payment of a term's fees if a full term's notice has not been given in writing.

3. School Fees

a) Any extra-curricular activities such as private music lessons, school organised clubs and trips in which you agree your child may participate shall be deemed to be supplemental to items met by the Fees and charged for accordingly. In addition to this, charges incurred by the School in providing for the special educational needs, exam fees shall be charged as supplemental to the Fees.

b) Each person who has signed the Registration Form is liable for the whole of Fees due and any supplemental charges, unless the School has agreed in writing to look exclusively to any other person for payment of the Fees or any part of them.

c) Each termly Fee invoice must be paid as follows: Autumn Term - 31st August; Spring Term - 31st December; Summer Term - 30th April. If payments are not received on time a late fee charge of £125 per week may be applied.

d) We reserve the right to refuse to allow your child to attend the School or to withhold any references while Fees or supplemental charges remain unpaid. An interest charge of 3% above the Bank of England base rate will be incurred on any late payment (this is in addition to the late fee charge of £125 as detailed in Section 3c). You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees and consent (if necessary) to the Credit Control Department of Alpha Schools carrying out a search (at any time) with a credit reference agency, which will keep a record of that search and may share that information with other businesses. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs).

e) Fees will be reviewed annually (immediately if UK legislation changes) and may be increased by such amount as the School considers reasonable.

f) Fees and any supplemental charges will not be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of Fees will be made in respect of such periods spent at home.

4. Notice Requirements

If you wish to:

(a) withdraw your child from the School (other than the normal leaving date); or

(b) withdraw your child from an activity charged for as a supplement;

you shall either give a term's notice to that effect or shall pay to the School a term's fees (or, as the case may be, [half] a term's charges for the activity that your child has ceased to participate in, in lieu of notice, at such rate as would have been changed for the final term of provision if a term's notice had been given. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

(b) You acknowledge that the School's affairs are organised on a termly basis and that it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

5. School Rules

(a) It is a condition of remaining at the School that your child complies with the School Rules and customs, as amended from time to time. In particular you undertake to ensure that your child attends School punctually and regularly throughout each term and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.

(b) To ensure compliance with the School Rules on illegal drugs the Head may require your child to submit to testing for drugs in accordance with suitably approved procedures.

(c) The School reserves the right to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.

6. Disciplinary Procedures

(a) The Head may in (his/her) discretion require you to remove or may suspend or expel your child from the School if (he/she) considers that your child's attendance, progress or behaviour is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests or those of your child or other children.

(b) The Head may in (his/her) discretion require you to remove or may suspend or expel your child if the behaviour of you or either of you is in the opinion of the Head unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.

(c) Should the Head exercise (his/her) right under sub clause 6(a) or 6 (b) above, you shall not be entitled to any refund or remission of fees or supplemental charges paid or due and the deposit is forfeited. However, in such circumstances fees in lieu will not be payable.

(d) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.

(e) The review of serious disciplinary matters is governed by the Complaints Procedure

7. The School's Complaints Procedure

Should the parent/s or guardian/s have a complaint to make about the School;

1) they should, in the first instance, discuss the matter with the Head who will wish to investigate any concerns or complaints and ensure that they are resolved to the satisfaction of both parties.

2) if the matter can not be resolved, parents can instigate the complaints procedure a copy of which is available from the School's office.

8. The School's Obligations

(a) Subject to these Terms and Conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her preparatory schooling.

(b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.

(c) In order to fulfill our obligations, we need your co-operation, in particular by: fulfilling your 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; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.

(d) We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in normal sports and activities which may entail some risk of physical injury.

(e) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.

(f) Although our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing it does not form part of the contract between you and the School. We reserve the right to make changes to any aspects of the School, including the curriculum

(g) We shall monitor your child's progress at the School and provide opportunity for parent consultation and written reports.

9. The Parents' Obligations

(a) 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.

(b) You undertake to inform the School of any situations where special arrangement may be needed in relation to your child.

(c) The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Registration Form as having been given on behalf of each such person. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to each of them.

(d) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.

(e) We cannot accept any responsibility for the welfare of your child while off the School premises unless he/she is taking part in a school activity or otherwise under the supervision of a member of the School staff.

(f) If you have cause for concern as a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.

10. Insurance

You must make your own insurance arrangements if you require cover for your child's property while at School. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.

11. Confidentiality and References

(a) You consent to our supplying information and a reference in respect of your child to any educational institution, which you propose your child may attend. Any reference supplied by us will 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 a reference given by us.

(b) You consent to us making use of information relating to your child whilst he or she is at the School and after he or she has left for the purposes of communicating and managing relationships with pupils and former pupils of the School

12. Intellectual Property Rights

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

13. Changes in Ownership

For the purposes of reconstruction or amalgamation we reserve the right to transfer the undertaking of the School to any 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.

14. Communications

All notices required to be given under these Terms and Conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Registration Form.

Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these Terms and Conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

15. Interpretation

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

16. Jurisdiction and Governing Law

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

17. Variations

We reserve the right to make reasonable modifications to these Terms and Conditions from time to time. Our Terms and Conditions are also published on our website.