



# DANES HILL SCHOOL

STRONG AND SAGACIOUS

## PLEASE RETAIN FOR YOUR RECORDS

### Danes Hill School Terms and Conditions

*This document sets out the relationship between you and Danes Hill School. It is a very important document and you should read it carefully and retain.*

#### Introduction

Terms and Conditions: These Terms and Conditions together with the Registration Form and the fees list form the basis of a legally binding contract between parents and Vernon Educational Trust Limited 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 Danes Hill School.

1. "*The School*" is Danes Hill School (which consists of the Pre-Preparatory School, locally known as 'Bevendean' and the main Preparatory School), of Leatherhead Road, Oxshott, Surrey, KT22 OJG which is owned by The Vernon Educational Trust Limited, a company limited by guarantee, which is registered with the Charity Commissioners under number 269433. The Council of The Vernon Educational Trust Limited is *the School's* "Governing Body". When a child enters *The School* it is assumed that they will remain at *the School* until the age of 13, before progressing to a senior school. Such progress is subject to behaviour, performance and academic attainment. Such progress will be particularly monitored for pupils who are transferring from the Pre-Preparatory School to the Main School.
2. "The Headmaster" of *the School* is the person appointed by the *Governing Body* to be responsible for the pupils and includes those to whom any of the duties of *the Headmaster* have been responsibly delegated, including the Head of the Pre-Preparatory School and the Deputy Headmaster.
3. "Parent(s)" or "You" means any person who has signed the Registration Form. The Parent(s) are legally responsible, individually, jointly and severally for complying with their obligations under these terms and conditions. Please see clause 17 of these Terms and Conditions.

#### The School

4. *The School* strives to provide a balance covering academic, moral, spiritual and physical education. *You* are expected to give *your* support and encouragement to the aims of *the School* and to uphold these aims by urging *your* children to maintain appropriate standards at home and at school.
5. Decisions taken about all aspects of *the School* affect the school community as a whole. *You* will be given reasonable notice of any proposals or changes which may significantly affect the school community. The ethos and principles on which *the School* is run are reflected in the policies concerning admission, equal opportunities, behaviour and discipline, exclusion and review. Written policy documents are available on request.

6. A successful school must initiate and respond to change. All places at *the School* are taken up on the basis that, in the interests of *the School*, reasonable changes may from time to time be made upon reasonable notice, to the size and location of *the School*, to its premises and facilities, to the rules, to its policies, to the curriculum, to the composition of classes, to the length of *the School's* terms and the school day and to any other aspect of *the School*.

## Care and good discipline

7. Authority to *the School*: you acknowledge that the Headmaster is in loco parentis. You consent to *the Headmaster* making and/or authorising in good faith all decisions that safeguard and promote the welfare and proper education of the pupil. Such consent includes but is not limited to:
- (a) the use of any physical contact which may be lawful, appropriate and proper for teaching and providing comfort to a pupil in distress or to maintain safety and good order or in connection with the pupil's health; and
  - (b) permission for the pupil to receive emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and NHS operations where any of these have been certified as necessary for the pupil's welfare by an appropriately qualified person and you cannot be contacted in time; and
  - (c) permission for the pupil to participate in contact sport
8. The pupil's health: *the Headmaster* may at any time require a medical opinion or certificate as to the pupil's general health. You must inform *the Headmaster* in writing if the pupil has or develops any known medical condition, health problem or allergy or will be unable to take part in sporting activities or has been in contact with infectious diseases.
9. Individual pupils of any age may from time to time be required to sit appropriate tests, either carried out internally by *the School* or externally by outside agencies such as educational psychologists. The cost of internal testing is included in the Fees; however payment for external tests must be made by You directly to the relevant agency. *The School's* "Learning Support Centre" will supply reasonable extra provision which is recommended following testing. Additional charges for the services of the Learning Support Centre and full details of the services provided are shown in the Learning Support Centre booklet, a copy of which is available upon request.
10. Special precautions: *The Headmaster* must be informed in writing of any matters which are relevant to the pupil's welfare, happiness, security and safety and any significant change in the financial circumstances of the Parents or arrangements for the payment of Fees. *The Headmaster* must be notified immediately of any Court Orders or situations of risk in relation to the pupil for whom any special safety precautions may be needed. You may be excluded from *the School's* premises if *the Headmaster*, acting in a proper manner, considers such exclusion to be in the best interests of the pupil or of *the School*.

*The Headmaster* must also be notified in writing if it is intended that the pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more and if alternative arrangements have been made for the pupil's education (in which case You will provide details of the destination school where applicable).

11. Conduct: the pupil is expected to wear *the School's* uniform, (including to sports fixtures and school productions) and to show respect and good manners, whether on or off *the School's* premises. *The School* operates an anti-bullying policy and a pupil who breaches this policy may be excluded. The pupil is expected to abide by the Whole School Behaviour Policy, a copy of which can be accessed on the School website and which may be amended at *the Headmaster's* total discretion. You are expected to give your support to *the School* to ensure adherence to the rules.
12. Attendance: the pupil is expected to attend punctually on each school day and to take full part in all school activities, including participating in school teams for which the pupil may be selected. You agree to observe *the School's* holiday dates, which will be published 12 months in advance. You are not permitted to take a pupil on holiday during term time without the written permission of *the Headmaster*.

Unauthorised absence from school: *the Headmaster* is not responsible for a pupil's absence if the absence is in breach of the School Rules and when the pupil is travelling to and from school (unless using school transport).

Parents must notify the *Headmaster* of any special arrangements for the pupil including for their collection from School.

## Registration, admission and entry to *the School*

13. *The School* operates a registration system before a child can be offered a place at the *School*. *The School* shall only register the child if:
- (a) the Registration Form and all associated paperwork has been completed in full by *You* and received by *the School*; and
  - (b) the current non-refundable *Registration Fee* has been paid.

After *the School* receives the completed Registration Form *the School* will consider your application and will seek clarification from *You* as necessary of any matter which is relevant to your application. If your application is successful *Parents* will receive a letter from *the School* confirming the registration of your child at *the School* and asking *You* to pay the *Acceptance Deposit* of £750.

*The Headmaster* reserves the right not to register a child at *the School* where, in his absolute discretion, *the Headmaster* considers the child unsuitable for admission to *the School* and/or where there are reasonable grounds to suspect that *You* have given false information and/or withheld information which is material to the child's application.

14. Confirmation of registration:
- (a) A legally binding contract is formed when *the School* confirms the child's registration at the *School* to *You* in writing.
  - (b) Once *You* receive confirmation of the Child's registration from *the School*, *You* are required to pay the *Acceptance Deposit* to *the School* no less than 12 calendar months prior to the child's first day at *the School* or on demand (where registration occurs within 12 months of the child's first day), unless otherwise agreed. Failure to do so is a breach of these terms and conditions and *the School* shall be entitled to withdraw the place. The *Acceptance Deposit* shall be refunded to *You* by being deducted from *the School's* final invoice which shall be submitted when the child leaves *the School*. Any monies owing to *the School* shall be deducted.
  - (c) If the child seeks to enter Year 3 or above, the child's registration is conditional upon them passing *the School's* entry test for the appropriate age group. *The School* reserves the right to set a screening test for those children entering below Year 3.
  - (d) *The School* requires *You* to disclose all medical and other information, including all written reports about any learning difficulties or disabilities relevant to the child's normal academic development when the *Registration Form* and *Registration Fee* are submitted. Failure to disclose any such condition or any other material information will be a breach of contract and *the School* will be entitled to terminate the contract immediately and without notice resulting in the immediate exclusion of the child.

## Fees and extras

15. School Fees include the following: all normal curriculum expenses (including games); school lunches (which all children are expected to attend); workbooks; study guides; revision guides; planners; bible and hymn books but excludes the following which will be charged for as "*Extras*"; (the pupil is *your* agent for the purposes of such *extras*): exam fees; learning support centre fees; all school trips; all school outings off-site; school educational activities on-site [where *the School* pays 3<sup>rd</sup> party suppliers to host special events on *the School* premises]; school equipment [eg bags, calculators, pens etc.]; teas and breakfast clubs; after-school activities and clubs [charged to *the School* by 3<sup>rd</sup> party suppliers]; school-run coaches & minibuses. This is not intended to be an exhaustive list and *the School* reserves the right to charge for *extras* where changing circumstances dictate.
16. Payment of *Fees* and *extras*: save as *the School* may otherwise agree, *Parents* of all new pupils will be required to pay *Fees* and *Extras* by direct debit before the first day of term (the direct debit form is included in the registration pack of documents which must be completed as part of the admission process and received by the *School* no fewer than 28 days prior to the pupil's start date).

- (i) When *Fees* are outstanding *the School* may exclude the pupil at any time upon 3 days written notice to *You* and if *Fees* remain unpaid the pupil will be deemed to have been withdrawn without notice 28 days after exclusion. When this occurs one term's *Fees in lieu of Notice* shall be payable in addition to the outstanding *fees* (see 21(c) below). *Fees* (and *extras* if appropriate) will not be refunded or waived for absence due to sickness or the variation of *the School* term date or for any other reason except at the total discretion of *the Headmaster*.
  - (ii) Any other arrangement for the payment of *Fees* (by monthly instalments for example) are strictly subject to a separate agreement. Please contact the School fees Manager for further information by email on fees@daneshill.surrey.sch.uk.
17. Responsibility for payment: *Fees* and *Extras* are the joint and several responsibility of each person who has signed the *Registration Form*. An agreement with a third party to pay the *Fees* or *Extras* owed to *the School* does not release *You* from any liability under this document unless an express release has been given in writing by *the School* and signed by *the Headmaster*. *The School* reserves the right to refuse any payment which is received from a third party including those received from company bank accounts.
18. Late payment: in the case of overdue payment of *Fees*, *Extras* or *Fees in lieu of Notice* (see below) *the School* shall be entitled to recover the consequent administrative and legal costs and will charge interest calculated on a daily basis up to the rate of 1.5 % per month.
19. *The School* shall publish fee rates annually. Invoices shall be sent to *You* prior to the beginning of each term. Any changes in the fee structure will be published at least one term in advance.
20. Anti-money laundering: From time to time *the School* may need to obtain satisfactory evidence of the identity of a person who is paying *Fees*, such as sight of a passport; *You* consent to the School making enquiries of *You* and/or any third parties in order to establish the source of payment.

## Termination, cancellation and withdrawal

### 21. Definitions

- (a) "Term" means the period between and including the first and last days of each school term.
  - (b) "Notice" means (unless otherwise stated in this document) a *Term's* notice in writing (submitted before the first day of *Term* and expiring at the end of *Term*) given by *You* and delivered by hand to *the Headmaster*. No other form of notice will suffice.
  - (c) "Fees in lieu of Notice" means *Fees* in full for the *Term* of Notice at the rate that would have applied had the child attended and not limited to *your* contribution in the case of a scholarship, bursary or assisted place.
22. Cancellation rights: If the offer of a place and its acceptance are both made entirely at distance by means of post or electronic communication without either *Parent* meeting face to face with a member of the School staff during the contractual process, *You* may cancel this agreement at any time within 14 days of the date of confirmation of registration. In such circumstances the Acceptance Deposit will be refunded together with any *Fees* paid pro-rated if the School has provided any educational services under this agreement.
23. Cancellation of an accepted place before entry to *the School*: *You* will forfeit your *Acceptance Deposit* if a place is cancelled by providing more than a term's *Notice* and a *Term's Fees*, less the *Acceptance Deposit* will be payable by *You* as a debt if, for any reason, subject to clause 24 *You* cancel a place without providing a term's *Notice*. The *Headmaster* may give special consideration to cases of serious illness or genuine hardship upon the receipt of a written request.
24. 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 *You* may cancel their acceptance in writing at any time up to four weeks from the date registration is confirmed. If clause 22 applies the four week period shall start when the 14 day cancellation period expires. The *Acceptance Deposit* will then be retained by *the School*. If *You* give *Notice* of cancellation after this date or give no *Notice* of cancellation *You* 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.

25. Withdrawal from *the School*: You must provide one *Term's Notice* before withdrawing a pupil from *the School*. If such *Notice* is not provided you will have to pay *Fees in lieu of Notice* and these may be invoiced at any time after the withdrawal. *The Headmaster* may waive this condition at his discretion. By way of example this means that if the pupil is to leave *the School* at the end of the Summer term, then You must give *Notice* before the beginning of the Summer term otherwise You will have to pay the *Fees* for the following Autumn term even though the pupil is not attending *the School*.
26. Notice by *the School*: any notices given by the School may be sent by first class post. *The School* may terminate this agreement on one *Term's* written notice sent by first class post and otherwise under clause 27 and 28 below. Unless clause 27 and 28 apply, the Acceptance Deposit will be returned, without interest less any outstanding balance of *Fees*, as long as a written request is received from the parent/guardian. Any unclaimed deposits will, after 6 months, be placed into a Vernon Educational Trust Ltd fund with restricted use for bursaries.

## Removal and exclusion of the pupil

27. Removal at the request of *the School*: *the Headmaster* may require You to remove the pupil from *the School* at any time, either temporarily or permanently, if *the Headmaster* considers, after consultation with You, that removal is warranted. Removal will be considered if, in *the Headmaster's* opinion, the conduct or progress of the pupil has been unsatisfactory or if the pupil seems unwilling or unable to profit from the educational opportunities offered or if You have treated *the School* or members of its staff unreasonably. In the event of such removal no *Fees* will be refunded and all outstanding *Fees* (and *Extras*) will be payable in full. *Fees in lieu of Notice* will not be charged. A review procedure is available from *the Headmaster* upon request. Please see clause 31.
28. Exclusion: *the School* may exclude a pupil at any time, either temporarily or permanently, if *the Headmaster* is satisfied that the pupil's behaviour has been prejudicial to good order or school discipline or to the reputation of *the School*, whether such behaviour has occurred in or out of term time and on or off *the School's* premises. *The Headmaster* will act fairly and in accordance with the procedures of natural justice and will only exclude the pupil in serious circumstances. The procedure relating to exclusion is available from *the Headmaster* upon request. In the event of such exclusion no *Fees* will be refunded and all outstanding *Fees* (and *Extras*) will be payable in full. *Fees in lieu of Notice* will not be charged.
29. *The Headmaster's* discretion: the exclusion (whether temporary or permanent), or removal of a pupil is at the sole discretion of *the Headmaster*. Neither *the School* nor its staff shall be required in any circumstances to divulge to You or others any confidential information or the identities of pupils or others who have given information which have led to the exercise of such discretion.
30. Access: any pupil who has been withdrawn, excluded (whether temporarily or permanently), or removed from *the School* shall not enter *the School's* premises without the written permission of *the Headmaster*.
31. Governors' Review: where a pupil has been permanently excluded or You have been required to remove the pupil from the School You may submit a written request to the Chairman of the governing body for a review of *the Headmaster's* decision.
32. Liability: neither *the School* nor any of its staff shall be liable to the pupil or You for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the pupil's exclusion or removal. This exclusion and limitation is not intended to limit rights of You or the pupil which may not lawfully be excluded.

## General Conditions

33. Your absence: when both parents are absent from the pupil's home for a 24 hour period or longer, *the School* requires, in writing, 24 hour contact details of the adult to whom parental responsibility has been delegated in loco parentis.
34. Liability and Insurances: unless negligent *the School* does not accept responsibility for accidental injury or loss of property. *The School* undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of parents including insurance of the pupil's personal property whilst at school or on the way to or from school or at any school sponsored activity away from *the School*. *The School* is not your agent for any purpose related to insurance and parents are required to insure a pupil's property.

35. Concerns/Complaints: if *you* have serious concerns regarding matters of safety, care or quality of education *You* must inform *the Headmaster* in writing without delay. *The School* will endeavour to preserve the confidentiality of information concerning *You* and the pupil. *You* consent on *Your* own behalf and on behalf of the pupil to the acquisition, retention, use and communication by *the School* of confidential information which *the Headmaster* considers to be material to the safety and welfare of the pupil and others. *You* further consent to *the School* communicating with another school which *You* propose that the pupil should attend about any matter concerning the pupil or payment of *Fees* (and *Extras*).
36. Data Protection: *You*, the pupil and *You* on behalf of the pupil:
- (a) Consent, pursuant to the Data Protection Act 1998, to the "processing" by *The School* of "personal data" for the purposes specified in *the School's* privacy statement which is available on request; and
  - (b) hereby grant explicit consent to the "processing" by *the School* of "sensitive personal data" as specified in *the School's* privacy statement (as such terms are defined by the Data Protection Act 1998).
  - (c) Photographs and videos: Photographs and videos of our pupils are held on the school database and may be printed in newsletters, displayed on our website pages and, on occasion, in outside publications. If there is any reason you do not wish *Your* child's photograph to be used please contact the Deputy Headmaster.
37. Intellectual Property (IP): *the School* reserves all rights and interests in any IP rights arising as the result of the actions of the pupil in conjunction with any member of staff of *the School* and/or other pupils at *the School* for a purpose associated with *the School*. Any use of any such IP rights by the pupil is subject to the terms of a licence to be agreed prior to the use between *You*, the pupil and *the School*. *The School* will allow the pupil's role in the creation/development of IP rights to be acknowledged; IP rights will remain with the pupil but *the School* has a licence to use the work, in which the pupil holds the IP rights, for *the School's* purposes.
38. Information for parents: *The School* may correct any typographical or other errors or omissions in the Prospectus without any liability to *You* or the pupil. If *You* wish to place specific reliance on information in the Prospectus/website/promotional literature or in statement made by staff or pupils during a visit or open day and *You* wish to take account of the information provided when deciding whether to enter into this agreement, *You* should seek written confirmation from the *Headmaster* that the information is accurate prior to the pupil's *Registration* at *the School*.
39. Consumer rights: any word or words, either alone or in combination, in this document which are found to infringe consumer rights laws or any other provision of law shall be treated as severable and shall be replaced or expanded with words that give as near the original meaning as may be fair.
40. Nothing in this document affects *Your* statutory rights.
41. Interpretation: this document (and any other document referred to in this document) supersedes the Prospectus and any other literature relating to *the School* and will be construed as a whole. References to the masculine include the feminine and the neuter and the singular includes plural and vice versa as the context admits or requires. The headings are for convenience only and shall not affect their interpretation.
42. Third parties: in the event that parents decide not to remain together and become estranged *the School* has a right to exclude the rights of any third parties from bringing an action or claim against *the School* under these terms and conditions.
43. Jurisdiction: this document is governed exclusively by English Law and the courts of England shall have exclusive jurisdiction.
44. *The School* reserves the right to vary these terms and conditions if circumstances dictate.

**March 2017**