

# Terms & Conditions



Dauntsey's

# Dauntsey's School Terms and Conditions

## A Introduction

1. These Terms and Conditions, the Fees Letter, the letter of offer of a place, Acceptance Form and the School Rules, Rewards and Sanctions form the basis of a legal contract for the provision of educational services and reflect the custom and practice of independent schools. They are necessarily detailed, but Parents are urged to gain familiarity with the detail as they include important practical information about their relationship with the School. These Terms and Conditions are intended to promote the education and welfare of Pupils, and the stability, forward planning, resourcing and development of Dauntsey's School.

2. **Fees and Notice:** The rules concerning Notice Periods and Fees are of particular importance and are set out in Sections I and J below.

3. **Variations:** These Terms and Conditions are subject to change from time to time.

4. **Website and Promotional Materials:** The School website and other promotional materials are not contractual documents. The website does, however, contain a number of policies and procedures published in accordance with regulatory requirements that can be viewed by Parents. Copies of policies can also be made available on written request to the Bursar.

5. **Documents:** Before accepting the offer of a place, Parents and Pupils will receive a copy of the School Rules, Rewards and Sanctions, and the Fees Letter. Parents also have the opportunity, on request, to view any other documents referred to in these Terms and Conditions.

## B Terminology

6. **'The School', 'We/Us'** means Dauntsey's School as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee regulated by its Memorandum and Articles of Association.

7. **'School Governors/Governing Body'** means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for the governance of the School.

8. **'The Head Master'** is responsible for the day-to-day running of the School and this term includes those to whom any duties of the Head Master or the Governing Body have been delegated.

9. **'The Senior Management Team'** comprises the Head Master, Bursar, Second Master, Deputy Head (Pastoral), Deputy Head (Academic) and Head of Lower School, and is responsible for the executive management of the School.

10. **'The Parents/You'** means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at Dauntsey's School. Parents are legally responsible jointly and severally for complying with their obligations under these Terms and Conditions.

11. **'Parental Responsibility.'** Those who have legally recognised Parental Responsibility (i.e. 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 where there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.

12. **'The Pupil'** means the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with the British custom.

## C General Contractual Matters

13. **Management:** It is intended that the Terms and Conditions will be operated to achieve a balance of fairness between the rights and needs of the Parents and Pupils, and those of the School community, and to ensure compliance with the law.

14. **Legal Contract:** The offer of a place and its acceptance by the Parents gives rise to a legal contract on the terms of these Terms and Conditions.

15. **Change:** The School will undergo changes during the time your child is a Pupil. For example, there may be changes in staff, the premises, facilities and their use, the curriculum, the size and composition of classes, the School Rules, Rewards and Sanctions, the disciplinary framework and the length of School terms.

16. **Consultation:** It is not practicable to consult with the Parents and the Pupil over every operational change that may take place. Whenever practicable, however, the School will use reasonable endeavours to ensure that the Parents will be properly consulted and, where practicable, give at least a term's notice of any operational change that would have a significant impact on the Pupil's education or pastoral care.

17. **Consumer Protection:** Care has been taken to use plain language in these Terms and Conditions and to explain their 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 that give as near the original meaning as may be fair.

18. **Data Protection:** The School will process personal data about the Parents and Pupil in accordance with the Data Protection Act 2018, General Data Protections Regulations and related legislation. The School will process such personal data as is set out in the Schools Privacy Notice available on the School's website as amended from time to time in order to perform the School's obligations under this contract, where it is necessary to perform a legal obligation or where there is otherwise a legitimate interest in doing so.

19. **Assignment:** The benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.

20. **Representations:** The School website and other promotional material describe the broad principles on which the School is operated and give an indication of its history and ethos. Although believed correct at the time of publication, the website and other promotional material are not part of the agreement between the Parents and the School. If Parents wish to place specific reliance on a matter contained in the website or other promotional material or on a statement made by a member of staff or a Pupil, they should seek written confirmation of the matter from the Head Master before entering into this agreement.

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

22. **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions.

23. **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.

## D Entry and Admission to the School

24. **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-refundable Registration Fee has been paid. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admissions requirements at the time. **'Admission'** occurs when the Parents accept the offer of a place. **'Entry'** is the date when a Pupil attends the School for the first time under this contract.

25. **Equal Treatment:** The School is a boarding and day school for boys and girls aged from 11 to 18 years. The School has a Christian ethos, but welcomes staff and Pupils from any ethnic groups, background or creed. Human rights and freedoms are respected. The School will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to Pupils who have disabilities. The School will comply with its legal and moral responsibilities under equality legislation, including accommodating the needs of applicants who have disabilities which, after reasonable adjustments, the School can cater for adequately.

26. **Offer of a Place and Deposit:** A deposit (**'Acceptance Deposit'**) will be payable when Parents accept the offer of a place. Deposit rates will from time to time be published with admissions documentation, and will be subject to periodic review. The Acceptance Deposit will be retained within 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.

**27. Additional Deposit:** For reasons of administration, in the case of a Pupil whose normal residence is outside the United Kingdom, we require the payment of an additional deposit of one term's fees, as shown on the Fees Letter for the relevant year, payable when the Parents accept the offer of a place. The additional deposit will be retained in the general funds of the School and will normally be credited without interest against the final payment of Fees or other sums due to the School on leaving.

**28. Immigration:** The School is registered with the UK Border Agency as a sponsor. Parents must inform the School 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 in the United Kingdom. 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.

## E Educational Provision

**29. Our commitment:** Within the published range of the School's educational and pastoral provision, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality that is suitable for each Pupil. We will provide an education to at least the standard required by law.

**30. Organisation:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head Master and Senior Management Team, 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 will depend on the mixture of abilities and aptitudes among the Pupils and may take into account management of friendship groups. Any Parent who has specific requirements or concerns about their child's education or progress should in the first instance contact their child's tutor as soon as possible. Serious concerns should be raised immediately with the Deputy Head (Academic) or the Head Master, or may be subject to the Complaints Procedure detailed in Section H, paragraph 85.

**31. Progress Reports:** The School will monitor routinely the progress of each Pupil and will report regularly to Parents by means of grades and written reports. Access to reports may also be gained via authorised use of the School Intranet.

**32. Sex Education:** All Pupils will receive health and life skills education in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the curriculum.

**33. Public Examinations:** The Head Master may, after consultation with Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in

the exercise of professional judgement, the Head Master considers that by doing so the Pupil's prospects in the examination would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence. Examples would include evidence that the Pupil had not worked or revised in accordance with advice or instruction from the teaching staff.

**34. Reports and References:** Information supplied to Parents and others concerning the progress and character of the Pupil, and about examination, further education or 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.

**35. Learning Difficulties:** The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty that amounts to a 'special educational need'. The School employs a specialist staff member trained in assessing needs of a dyslexic nature. However, the School staff are not qualified to make a medical diagnosis of conditions such as those commonly referred to as pervasive development disorder (PDD), attention deficit hyperactivity disorder (ADHD), dyspraxia or other learning difficulties.

**36. Screening for Learning Difficulties:** The screening tests available to the School are indicative only and are not infallible. Parents will be notified if a screening test indicates that a Pupil has a learning difficulty. A formal assessment can be arranged by the School at the Parent's expense or by the Parents themselves.

**37. Information about Learning Difficulties:** Parents must notify the School in writing if they are aware or suspect the Pupil (or anyone in his or her immediate family) has a learning difficulty. Parents must provide the School with all copies of relevant information. Parents may be asked to withdraw the Pupil without being charged fees in lieu of notice if, in the professional opinion of the Head Master, and after consultation with the Parents and Pupil (where appropriate), the School cannot provide adequately for a Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching.

**38. Moving up the School:** It is assumed that each Pupil who satisfies the relevant published criteria at the time will progress through the School and will complete the Upper Sixth (Year 13). Parents will be routinely consulted on progress through reports and tutor liaison. In addition, Parents will be consulted specifically prior to the end of the Spring Term in Year 8 and Year 11 if there appears to be any reason why the Pupil may not advance to the next stage of the School.

**39. School's Intellectual Property:** The School reserves all rights and interests in any copyright, design right, 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 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 the creation/development of intellectual property.

**40. Pupil's Intellectual Property:** Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil to the School retaining the Pupils' original work until, in the professional view of the Head Master, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work 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 Master or staff.

**41. Educational Visits:** A variety of educational visits will be provided for the Pupil. Educational visits which require either an overnight stay or activities considered by the School to require a higher level of risk management shall require specific consent from the Parents. The Pupil shall be subject to School discipline in all respects while engaged in an educational visit. All additional costs (such as medical costs, taxis, air fares or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Pupil from participating in an educational visit while overdue Fees remain unpaid.

## F Pastoral Care

**42. Meaning:** Pastoral care is a thread that runs throughout all aspects of life at Dauntsey's School and is directed towards the happiness, success, safety and welfare of each Pupil and the integrity of the House and School community.

**43. Our Commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. 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.

**44. 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 practicable. A copy of the School's complaints procedure is available on the School website and can be provided in writing on request.

**45. Pupil's Rights:** The Pupil, if they are of sufficient maturity and understanding, has certain legal rights which the School must observe and respect. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his/her Parents. If a conflict of interest arises between the Pupil and the Parents, 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.

**46. Head Master's Authority:** The Parents authorise the Head Master to take and/or authorise in good faith all decisions which the Head Master considers on proper grounds will safeguard and promote the Pupil's welfare.

**47. Ethos:** The ethos of the School is to foster good relationships among Pupils, and between members of staff and Pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and Parents, and we expect the same of the Pupil and the Parents in relation to the School and its staff.

**48. Physical Contact:** The Parents expressly consent to such appropriate physical contact with the Pupil:

- as may accord with good practice, or
- as may be required for proper 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 safety and welfare.

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

**49. Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:

- any known medical condition, health problem or allergy affecting the Pupil
- in advance of taking entrance tests, any diagnosed specific learning difficulties and/or educational psychologist reports
- any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family
- any disability, special educational need or any behavioural, emotional and/or social difficulty on the part of the Pupil
- any family circumstance or court order that might affect the Pupil's welfare or happiness
- any concerns about the Pupil's safety
- any changes in financial circumstances of Parents of a Pupil awarded a bursary.

**50. Confidentiality:** The Parents authorise the Head Master to override their own and (so far as they are entitled to do so) the Pupil's rights to confidentiality and to impart information on a need-to-know basis, including to outside agencies, 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. 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 use of:

- email
- internet
- mobile electronic devices.

See also the School's policy on acceptable use of ICT and email.

**51. Special Precautions:** The Head Master needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head Master must be notified immediately in writing of any court orders or situations of risk in relation to the Pupil for which any special precautions may be needed. Parents may be excluded from the School premises if the Head Master, 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.

**52. Leaving School Premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if he/she leaves the School in breach of School rules or regulations.

**53. Residence during Term Time:** Pupils, except when boarding, are required during term time and at weekends, exeats (permitted time away from School) and half-term to live with a Parent or legal guardian. Subject to availability, short-term occasional boarding may be provided during term time and will be charged as an extra. Such arrangements are not intended for regular or repeat overnight boarding. The Head Master must be notified in writing immediately if the Pupil will be residing during term time with someone other than a Parent.

**54. Communications with 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 extend to the giving of notice for the cancellation of a place or the withdrawal of the Pupil from School. Those persons who are required to give consent to or to give notice or cancellation or withdrawal are set out in Section I, paragraph 88.

**55. Absence of Parents:** When both Parents will be absent from the Pupil's home overnight, or for a period of 24 hours or longer, the Head Master must be told in writing the name, address and telephone number for a 24-hour contact with the adult who will have care of the Pupil.

**56. Education Guardians:** The Parents, if resident outside the United Kingdom, must, before Entry to the School, appoint an education guardian for the Pupil resident in the United Kingdom who has been given 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 for the Pupil when he/she is in the care of the Parents or education guardian. The Parents or education guardian must make holiday arrangements, including travel to and from the School, in advance. The responsibility for selecting an educational guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an educational guardian. The Parents shall immediately on appointment provide the School with up-to-date contact information for the appointed educational

guardian and shall immediately notify the School of any changes to those details. In the case of a Pupil being suspended from boarding or attending School, the educational guardian must be prepared to house or make appropriate arrangements to accommodate the Pupil.

**57. Photographs:** It is the custom and practice of most independent schools, and of this School, to include photographs or images and/or names of Pupils for the following purposes:

- use in the School's promotional material such as the website and prospectus
- educational purposes
- information purposes through social media and the press.
- The School will not disclose the full name of a Pupil in an image without the Parent's consent. If the Parents are unwilling for the Pupil's photograph, images and/or names to be used for these purposes they must ensure that the Pupil knows this and must write immediately to the School requesting an acknowledgement of their letter. The School processes images in accordance with its Data Protection Policy and Privacy Policy.

**58. 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.

**59. Pupil's Personal Property:** The Pupil is responsible for the security and safe use of all of his/her personal property, including but not limited to money, mobile telephones, locker keys, watches, computers, musical instruments and sports equipment and for property lent to them by the School.

**60. Insurance:** The Parents are responsible for the insurance of the Pupil's personal property whilst at School, or on the way to and from School, or during any School-sponsored activity away from School premises.

**61. School's Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept liability for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

## G Health and Medical Matters

**62. Medical Declaration:** Parents will be asked to complete a Pupil Medical Form concerning the Pupil's health and must inform the Head Master 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 a known infectious or contagious disease.

**63. Medical Care:** The Parents must comply with the School Medical Officer's recommendations, which may include a reasonable decision to release the Pupil home when she/he is unwell.

**64. Pupils' Health:** The Head Master may at any time require a medical opinion or certificate as to the Pupil's general health where the Head Master considers it necessary as a matter of professional judgement in the interests of the Pupil and/or the School community. The Pupil, if of a sufficient age and maturity, is entitled to insist on confidentiality, which can be overridden in the Pupil's own interest or where necessary for the protection of other members of the School community.

**65. Medical Examination:** All new boarders will undergo a routine health check carried out on entry to the School. If a boarder has a predisposing medical condition, e.g. asthma, diabetes or acute allergies, they will have a consultation with the School Doctor. Arrangements can be made for Parents to attend these consultations but this is subject to the Pupil's consent.

**66. Medical Information:** Throughout the 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 this is considered to be in the Pupil's own interest or necessary for the protection of other members of the School community.

**67. Emergency Medical Treatment:** On Entry to the School, the Parents authorise the Head Master to consent on their behalf 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 and where certified by an appropriately qualified person as necessary for the Pupil's welfare if the Parents cannot be contacted in sufficient time.

## H Behaviour and Discipline

**68. School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head Master. The Head Master is entitled to exercise a wide discretion in relation to the School's policies, rules and regime, and will exercise those authorities in a reasonable and lawful manner and with procedural fairness when the status of the Pupil is at issue.

**69. Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, self-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 School each day, will be punctual, will work hard, will be well behaved and will comply with the School rules about general appearance.

**70. School Rules:** The School Code of Conduct applies to each Pupil and is set out in the School Calendar, the Rules, Rewards and Sanctions and other documents published from time to time. Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.

**71. School Discipline:** The Parents accept the authority of the Head Master and of other members of staff on the Head Master's behalf to take all

reasonable disciplinary or other preventative action necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's disciplinary policy that 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, and also when boarders are in the company of day Pupils at or away from School premises or outside School hours.

**72. Investigative Action:** A complaint or suspicion of misconduct will be investigated. The Pupil may be questioned and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms, and to ensure that Parents are informed as soon as reasonably practicable if it becomes clear that the Pupil may face formal disciplinary action. In such circumstances, arrangements will be made for the Pupil to be accompanied and assisted by the Parents, education guardian or a teacher of the Pupil's choice.

**73. Procedural Fairness:** Investigation of a complaint that 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 Master before a decision is taken in such a case. In the absence of the Parents or educational guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.

**74. 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 that has led to the complaint or which the Head Master has acquired during an investigation.

**75. Sanctions:** The School's current policies on sanctions are available to the Parents on request before they accept the offer of a place. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, suspension or alternatively being removed or expelled.

**76. Definition of Sanctions:** The definitions in this clause apply in these Terms and Conditions:

- **Expulsion:** means that the Pupil has been required to leave the School permanently.
- **Permanent Exclusion and Removal:** means that the Pupil has been required to leave ('asked to leave') the School permanently.
- **Temporary Exclusion:** 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 by Governors.
- **Exclusion:** means that the Pupil may not return to

School until arrears of Fees have been paid. Exclusion may also be used as a general expression covering any or all of the expressions defined in this clause.

- **Withdrawal:** means that the Parents have withdrawn the Pupil.
- **House Gating:** means that the Pupil is required to remain in their House outside of lesson times for a specific period.

**77. Drugs and Alcohol:** The Pupil may be required to provide a urine sample or non-invasive hair sample under medical supervision if involvement in drugs is suspected, or to provide 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. Parental consent is deemed to have been given for such testing unless we are informed to the contrary in writing.

**78. Expulsion and Permanent Exclusion:** The Pupil may be expelled from the School or formally excluded permanently if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of School discipline or a serious criminal offence. Expulsion and Permanent Exclusion is reserved for the most serious breaches. The Head Master shall act with procedural fairness in all such cases. The Head Master's decision shall be subject to Governor's Review if requested by a Parent. Parents will be given a copy of the review procedure current at the time. The Pupil shall remain away from the School until the outcome of the Review.

**79. Fees after Expulsion and Permanent Exclusion:** If the Pupil is expelled or excluded permanently, there will be no refund of the Acceptance Deposit or of the Fees for the current or past terms, but the Additional Deposit and the unspent balance of any lump sum prepayment will be refunded without interest. There will be no charge for Fees in lieu of notice, but all arrears of Fees and any other sums due to the School will be payable.

**80. Removal in other Circumstances:** The Parents may be required to remove the Pupil permanently from the School, or from boarding, during or at the end of a term if, after consultation with the Parents and if appropriate the Pupil, the Head Master 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, members of staff or any member of the School community unreasonably.

In these circumstances, and at the sole discretion of the Head Master, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Head Master shall act with procedural fairness in all such cases, and shall have due regard to the interests of the Pupil and the Parents as well as those of the School.



**81. Fees Following Removal:** If the Pupil is withdrawn in the circumstances described above, the rules relating to Fees and the Acceptance Deposit shall be the same as for Permanent Exclusion save that the Acceptance Deposit will be refunded in full without interest.

**82. Leaving Status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion, Removal or Withdrawal.

**83. Governors' Review:** Parents may ask for a Governors' Review of the decision to expel or require the removal of the Pupil from the School or from boarding (but not a decision to temporarily exclude the Pupil unless the exclusion is for 11 School days or more, or would prevent the Pupil from taking a public examination). The request must be made as soon as possible and in any event within seventy two hours of the decision being notified to the Parents, or longer by agreement. Parents will be entitled to know the names of the members of the Review Panel and may ask for the appointment of an independent panel member nominated by the School and approved by the Parent (approval not to be unreasonably withheld).

**84. Review Procedure:** The Head Master will advise the Parents of the procedure (current at that time) under which a Review will be conducted by a panel of up to three Governors (including an independent member if requested). If Parents request a Review the Pupil will be suspended from School until the decision to expel or remove has been set aside or upheld. While suspended, the Pupil shall remain away from the School and will have no right to enter the School premises during that time without written permission from the Head Master. A Governors' Review will be held under fair procedures in accordance with the requirements of natural justice.

**85. Complaints Procedure:** A complaint about any matter of School policy or administration not involving a decision to expel or remove the Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on the School website or on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

**86. Access:** a Pupil who has been expelled, removed or withdrawn from the School shall have no right of access to enter School premises without the prior written permission of the Head Master.

## I Provisions about Notice

(See also Section E, paragraph 38, and Section H)

**87. Term:** This is the period between and including the first and last days of the relevant School term.

**88. Notice:** This means (unless the contrary is stated in these Terms and Conditions) a term's written notice given by:

- both Parents; or
- one of the Parents with the prior written consent of the other Parent; or
- any person with Parental Responsibility

before the first day of term addressed to and received by the Head Master personally or signed for by the Head Master's Secretary or the Bursar on the Head Master's behalf. It is expected that the Parents will consult with the Head Master before giving Notice to withdraw the Pupil.

**89. A Term's Written Notice:** This means Notice given before the first day of term and expiring at the end of that term. A term's written notice must be given if:

- the Parents wish to cancel a place after acceptance
- the Parents wish to withdraw the Pupil who has entered the School
- the Pupil will not return for the following year even if he/she has achieved the required grades
- the Parents wish to discontinue extra tuition
- the Parents wish to withdraw the Pupil from boarding and transfer to become a day Pupil (such transfers cannot be guaranteed automatically and are subject to space being available in the Day Houses).

**90. Two Terms' Written Notice:** This means Notice given before the first day of term and expiring at the end of the following term. Two terms' written notice must be given where the Pupil is in National Curriculum Year 8 (Dauntsey's Second Form) or National Curriculum Year 11 (Dauntsey's Fifth Form) and it is intended that the Pupil will not return to School for the following academic year.

**91. Fees in Lieu of Notice:** In circumstances where Parents have not given appropriate Notice as required in this agreement, the School may charge Fees in lieu of notice at the rate application for the next term following Withdrawal. 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.

**92. 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. See paragraph 24 for details of when 'Entry' to the School occurs.

**93. 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 decisions about schooling for their children. A genuine pre-estimate of loss is fees for between one and five years. Nonetheless, the School agree to limit the liability to the Parents to:

- 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 has been given. The School reserves the right to offset the Additional Deposit, if paid, against the term's Fees; or

- The Acceptance Deposit if more than a term's written notice has been given.

Cases of serious illness or genuine hardship may receive special consideration on written request.

## 94. Cancelling a Place Offered in the Term Before Entry:

If the offer of a place is made in the term immediately prior to entry the Parents may cancel their acceptance at any time up to four weeks from the date of the Acceptance Form. The Acceptance Deposit will 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 the 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 Additional Deposit, if paid, against the term's Fees.

**95. 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. Refer to paragraph 24 for details of when Entry to the School occurs. Note also paragraphs 96 and 97 below and paragraph 103 in relation to arrears of fees.

**96. Withdrawal by Parents:** If the Pupil is withdrawn on less than a term's written notice, or excluded for more than 28 days for non-payment of Fees as set out in paragraph 102, Fees in Lieu of notice less the Acceptance Deposit will be due and payable immediately as a debt unless the place is filled immediately and without loss to the School. The School reserves the right to offset the Additional Deposit, if paid, against the term's Fees.

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

**98. Prior Consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Head Master or the Head Master's authorised deputy before Notice of Withdrawal is given by Parents.

**99. Termination by the School:** The School may terminate this agreement on one term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit, if paid, will be refunded without interest less any outstanding balance of Fees.

## J Fees

**100. Meaning:** Fees may include fees alone or in combination any of the Registration Fee, the

Acceptance Fee, the Additional Deposit, tuition fees, fees for extra tuition, other extras such as bank charges, clothing and equipment, photographs or other items ordered by the Parents or the Pupil, or charges arising in respect of educational visits, or damage where the Pupil alone or with others has caused wilful loss or damage to the School property or the property of any other person (fair wear and tear excluded) or late payment charges if incurred.

**101. Payment:** The Parents jointly and severally agree to pay the Fees applicable to each term directly to the School. Except where a separate agreement has been made between the School and the Parents for the deferment of payment, Fees for each term are due and payable as cleared funds before the commencement of the School term to which they relate.

**102. Refund or Waiver:** Fees are set on an annual basis and for convenience are divided equally between the three terms. Fees will **not** be refunded or waived:

- if the Pupil is absent through illness
- if a term is shortened or a vacation extended
- if the Pupil is returned home before or after public examinations or otherwise before the normal end of a term
- if the School is temporarily closed due to adverse weather conditions
- or for any reason other than exceptionally and at the sole discretion of the Head Master in a case of genuine hardship.

See also Section K for information about events beyond the control of the parties.

**103. 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 term's fees in lieu of notice will be payable in accordance with Section I paragraph 91. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Review will not normally arise. The Chairman of Governors has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the Parents. The School may also withhold any information, character references or property while Fees remain overdue 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.

**104. Late Payment:** Simple interest may be charged on a day-to-day basis on outstanding Fees. The rate of interest charged will be 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 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, regardless of the value of the School's claim.

**105. 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 may be applied to any balance of Fees, as set out in paragraph 104.

**106. Appropriation:** Save where the Parents expressly state 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 also be appropriated by the School to the unpaid account of any other child of the Parents.

**107. 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.

**108. Advance Payment of Fees Schemes:** The School provides a Fees in Advance Scheme under which a lump sum prepayment for up to one academic year by or on behalf of the Parents will be the subject of a separate agreement. The Scheme will provide, among other conditions, for a refund of the unused part of the prepayment in the event of the Pupil leaving the School earlier than expected. Fees in lieu of notice (where applicable) and any other sum due and owing to the School at the time will be deducted from the amount owing.

**109. Scholarships and Bursaries:** Every scholarship, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the part of the Pupil and to the Parents treating the School and the staff reasonably. The terms on which such awards are offered will be notified to the Parents at the time of the offer. The value of a scholarship shall be deducted from the Fees before any other concession is calculated or assessed.

**110. Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If Parents receive less than a term's notice of a Fees increase they may give to the School written notice of withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of notice. In such cases, the Acceptance Deposit and Additional Deposit, if paid, will be refunded without any interest less any sums owing to the School.

**111. Information about Fees:** The Parents consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is transferred if any Fees of this School are unpaid.

**112. Money Laundering and anti-bribery:** From time to time the School may need to obtain satisfactory evidence of the proof of the identity of a person who is paying the Fees. The School does not accept cash as payment for Fees. The parties will comply with the School's Anti-bribery and Corruption policy, a copy of which is available from the School on request.

## K Events Beyond the Control of the Parties

**113. Force Majeure:** An event beyond the reasonable control of the School or the Parents is a **Force Majeure event** and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

**114. Notification:** If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure event, it shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure event continues.

**115. Continued Force Majeure:** If a Force Majeure event continues for a period greater than 90 days, the party who has provided the notification under paragraph 114 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

**116. Termination:** If the Force Majeure event continues for a period greater than 180 days the party in receipt of the notification under paragraph 114 may terminate this contract by providing at least three working days' notice in writing to the other party.

# Acceptance of the Offer of a Place

## 1. Details of Pupil

Surname:	First Names:	
Gender:	Type of Place: <input type="checkbox"/> Day <input type="checkbox"/> Boarding	Date of Entry:

I/We hereby accept the place which has been offered to us for my/our child named above, on the terms of the letter containing that offer and of the School's Terms and Conditions. I/We hereby confirm that I/we have read, and drawn to the attention of my/our child, the School Rules, Rewards and Sanctions which are published on the School website.

I/We hereby declare individually and jointly that:

**1. Terms and Conditions:** Before signing this Acceptance of the Offer of a Place, I/we have read and understood, and I/we agree to be bound by the School's Terms and Conditions which we acknowledge and accept will undergo change from time to time. I/We have retained a copy of the Terms and Conditions with my/our records. We further acknowledge and accept joint and several liability for the payment of School Fees, and undertake to comply with the requirement to pay Fees due before the commencement of the term to which they relate.

**2. Disabilities and Learning Difficulties:** I/We have provided details of any learning difficulty or disability giving rise to special educational needs (e.g. dyslexia, dyspraxia, attention deficit disorder, visual or hearing impairment or any condition requiring the use of a wheelchair). I/We attach in confidence details of any relevant information received subsequent to my/our child undertaking entry tests.

**3. Medical Issues:** I/We attach in confidence or will provide all relevant information about any health condition, health problem (mental or physical) or allergy that affects my/our child and which may prevent my/our child from taking a full part in the School's academic and games/sports curriculum and outdoor activities.

**4. Court Orders:** I/We have informed the School or will inform the School if I/we are separated or divorced and if any court orders have been made in relation to my/our child or either of us (including court orders relating to financial matters).

**5. Parental Responsibility:** I/We both have Parental Responsibility (i.e. legal responsibility) for my/our child. I/We both agree that my/our child should attend the School and no other person's consent is required.

**6. Current/Previous Schools:** I/We confirm that fees payable to my/our current and any previous schools have been paid or will be paid in full before my/our child enters the School. Except as disclosed in a confidential letter attached to this form, my/our child has not been withdrawn from or asked to leave another school as a result of misconduct and is not under investigation and has not been convicted for any criminal offence.

**7. Cancellation/Withdrawal:** I/We will not cancel my/our acceptance of this place or withdraw my/our child from this School without giving appropriate notice or paying Fees in lieu of notice in accordance with the Terms and Conditions referred to above.

**8. Documents:** I/We confirm that before signing this form, I/we have received and read or had the opportunity to read the documents referred to in the Terms and Conditions, including the Rules, Rewards and Sanctions, published on the School website.

I/We hereby give the following express authorities on behalf of myself/ourselves and (so far as I/we are entitled to do so) on behalf of my/our child:

**Photography:** I/We consent to the school using photographs or images of my/our child in promotional material, both printed and on the website, in accordance with the Terms and Conditions of the school (see Main Terms and Conditions para 57)

Photography consent:  Yes  No

**Data Protection:** I/We consent to the School (through the Head Master as the person responsible) obtaining, using and holding sensitive personal data including medical information and biometric data, to be processed lawfully and fairly in accordance with

the Data Protection Act 2018 and the potential uses envisaged by the Terms and Conditions and all documents referred to therein, for the purpose of safeguarding and promoting the welfare of my/our child and ensuring that all relevant obligations of the School and ourselves are complied with.

**Protection of Freedoms Act:** I/We consent to the use of biometric recording systems used for ID purposes for my/our child.

**School Fees:** I/We consent to the School making enquiries of my/our child's current or previous schools for confirmation that all sums due and owing to such schools have been paid. I/We consent to your informing any other school or educational establishment to which I/we propose sending my/our child if any fees of this School remain unpaid.

**Educational Visits and Transport:** I/We consent to my/our child taking part in educational visits that do not involve an overnight stay or travel abroad and I/We consent to my/our child being carried by public transport or by School transport driven in a responsible manner by an adult who is suitably qualified and insured.

I/We confirm that I/we have paid the Acceptance Deposit, as set out in the Fees Letter, which will be held without interest in the general account of the School in accordance with the Terms and Conditions referred to above. I confirm that payment has been made by cheque or bank transfer to: Lloyds Bank, Sort Code: 30-92-63. Account No. 03331173 (please confirm below). If the application is for a Bursary, no fee is necessary.

Cheque  Bank Transfer

## 2. Signatures

First Signature:	Second Signature:		
Name in full: (please print)	Name in full: (please print)		
Date of Birth:	Relationship to the Child:	Date of Birth:	Relationship to the Child:
Contact telephone no.	Contact telephone no.		
Email address:	Email address:		
Address:	Address:		
Postcode:	Date:	Postcode:	Date:



### 3. Request for additional information Please update contact details

Child's Surname:	Gender:	
First Names: (please underline preferred name)		
Date of Birth:	Nationality:	Religion:
Child's address:	Child's email:	
	Child's mobile number:	
	Type of place: (please tick)	<input type="checkbox"/> Boarding <input type="checkbox"/> Day

Father's Title, full name and address (if different from above):	Landline:
	Mobile:
	Email:

Mother's Title, full name and address (if different from above):	Landline:
	Mobile:
	Email:

For parents/guardians not resident in the UK during term time, a Guardian must be appointed before joining Dauntsey's, see paragraph 56.

Guardian's Title, full name and address (if different from above) and occupation:	Landline:
	Mobile:
	Email:

Name and address of the present school:

Name of Head:	
Telephone:	Email:

As the School's fees account will be sent by email, please give the email address to which your son/daughter's account should be sent:

Email address for account:	
First Signature:	Second Signature:
Name in full: (please print)	Name in full: (please print)
Relationship to Child:	Relationship to Child:
Date:	Date:

Please return to: Admissions Office, Dauntsey's School, West Lavington, Devizes, SN10 4HE  
Email: [admissions@dauntseys.org](mailto:admissions@dauntseys.org)

Please return to:  
Admissions Office, Dauntsey's School,  
West Lavington, Devizes, SN10 4HE  
Telephone: 01380 814500  
Email: [admissions@dauntseys.org](mailto:admissions@dauntseys.org)  
[www.dauntseys.org](http://www.dauntseys.org)