

Terms & Conditions

Definitions

(a) In these Terms & Conditions

“Acceptance Form” means the form provided by the School for parents to complete when accepting a place for their child at the School;

“child” means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

“Complaints Procedure” is the School’s procedure for the review of the treatment of serious disciplinary matters and related decisions, as published in the Policies Booklet and as amended from time to time;

“fees” means the fees set out in the Schedule of Fees as amended from time to time;

“force majeure” shall mean any cause beyond a party’s control (including for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or government order, rule, regulation or direction (including that of a local authority), accident, breakdown of plant or machinery, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination, default of suppliers or sub-contractors, atmospheric pollution, planetary interference or earthquake).

“General Deposit” means the sum set out in the Schedule of Fees;

“Headmaster” means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

“International Student Deposit” means the sum set out in the Schedule of Fees;

“Policies Booklet” means the booklet for pupils, parents and guardians, containing School policies, the pupils’ charter and School rules as issued to parents at the start of their son’s school career and at intervals thereafter whenever amended;

“Schedule of Fees” means the document(s) issued by the school at the start of each academic year detailing fees and other chargeable items;

“School Rules” means the rules of the School which are published in the Policies Booklet provided to all parents on entry and sent to parents at regular intervals as amended. Those rules may also be amended from time to time;

“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 & Conditions” means these Terms & Conditions 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 acceptance Forms 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 Acceptance Form, the Schedule of Fees, the School Policies Booklet Rules, the Disciplinary Procedure and these Terms & Conditions constitute the terms of a contract between you and Merchiston Castle 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) An offer of a place for your child at the School is accepted by your completion of the Acceptance Forms and payment of the General Deposit or International Student Deposit.

(b) If you accept a place at the School in writing and your child subsequently fails to take up that place, the School will charge a sum equivalent to the fee for the first term of the year for which you have accepted entry.

(c) The General Deposit or International Student Deposit is not refundable if your child does not take up a place at the School. The General Deposit or the International Deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child’s leaving.

3. School Fees

(a) All the costs incurred in the course of the education by the School of your child, including the provision of any necessary educational materials, shall be met by the fees unless otherwise notified by the School.

(b) Any extra-curricular activities such as private music lessons, trips and visits shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child may be charged as supplemental to the fees.

(c) Each person who has signed the Acceptance form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

(d) If your child has been awarded a scholarship and/or bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn with immediate effect if, in the opinion of the Headmaster, your child’s attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of the award will not operate so as to increase the fees due in respect of a term which has already commenced.

(e) Each invoice must be paid either in full before the first day of term or, if fees are paid by direct debit, in monthly instalments as operated by the School with supplemental charges being collected at the start of each term.

(f) 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. We may make an interest charge on accounts which are paid late (1.5% over the Bank of England Base Rate per month). The School reserves the right to seek costs to recover any outstanding debt. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.

(g) The fees will be reviewed from time to time and may be increased by such amounts as the School considers reasonable. We shall endeavour to give you reasonable notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term.

(h) Fees and any prepaid supplemental charges will not normally 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.

(i) If your child has been introduced to the school by an educational recruitment agency, the School may be required to pay an introduction fee or commission to that company if you accept the place. If so, then the commission will be paid by us from the fee payment made by you to the school at

the rate, and for the period of time specified in the School’s agreement with the agency or introduction company. Our invoice to you will show the full amount of fees payable by you each term, and will not reflect the commission payments made by us. This commission payment is in addition to any payment you yourselves may have made to the introduction company. For the avoidance of doubt, the total cost of fees and the fee payment terms for of a child introduced to the school by an agency will be the same as those in respect of a child who was not introduced to us by an agency. In this context, an agent or introducer is a party approved by us for this purpose.

4. Notice Requirements

(a) If you wish to:

[i] withdraw your child from the School (other than at the normal leaving date); or

[ii] withdraw your child from an activity charged for as supplemental; or

[iii] change your child’s place at the School from a boarding to a day place; or

[iv] if your child having reached the age of 16 years withdraws himself from the School;

you shall either give a term’s notice to that effect or shall pay to the School a term’s fees for the activity in which your child has ceased to participate or the difference between day and boarding fees in lieu of notice, at such a rate as would have been charged 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) In cases where notice is not given the General Deposit or International Student Deposit may be retained by the School and set against the debt incurred in Clause 4(a) above.

(c) 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 board or 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 as amended from time to time. If your child is a day pupil then in particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress, and behaviour as shall be issued by the School from time to time, and published in the School Policies Booklet.

(b) To ensure compliance with the School Rules on illicit substances and drugs the Headmaster may require your child to submit to testing in accordance with suitably approved procedures as laid out in the Policies Booklet.

(c) The School reserves the right to monitor your child’s email communication, internet use and data stored on the School’s computer system and on laptop computers attached to the school’s network (or used within the School premises), for the purposes of protecting pupils and ensuring compliance with the School’s Acceptable Internet and Computer Use Statement and the Computer use Policy issued to pupils, and the Laptop Policy issued to pupils and parents. Pupils are required to sign a statement indicating that they accept and will abide by these policies.

6. Disciplinary Procedures

(a) The Headmaster may in his discretion require you to remove or may suspend or expel your child from the School if he considers that your child’s attendance, progress or behaviour (including

behaviour outside school) is unsatisfactory and in the reasonable opinion of the Headmaster the removal is in the School's best interests or those of your child or other children.

(b) The Headmaster may in his 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 Headmaster 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 Headmaster exercise his right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges paid or due and the General Deposit or International Student Deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable.

(d) The School Policies Booklet sets out examples of offences likely to be punishable by suspension or removal. These examples are not exhaustive, and in particular the Headmaster may decide that suspension or removal 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 School's Appeals Procedure laid out in the Policies Booklet.

7. The School's Obligations

(a) Subject to these Terms & 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 schooling. Exceptionally, the School may discuss with parents the appropriateness of such continuation.

(b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his 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 fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these Terms & Conditions; encouraging your child in his 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 other 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 and information booklet describe the broad principles on which the School is presently run and which are believed to be correct at the time of printing they do 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. We will endeavour to give parents adequate notice of changes in the curriculum that we regard as significant to your child and where practicable will consult with parents on such changes.

(g) We shall monitor your child's progress at the School and produce regular written reports. We

shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense.

(h) Religious observance at the School shall be conducted in accordance with the School's Policies.

(i) If you have any concerns about any aspect of your child's life at school then the School undertakes to deal with these in accordance with the Complaints Procedure laid down in the School Policies Booklet.

8. 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, specific learning difficulty, 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 arrangements 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 Acceptance 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 Headmaster 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 is taking part in a School permitted activity, an approved exeat, or is otherwise under the supervision of a member of the School staff.

(f) If you have cause for concern as to 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, shown in the Policies Booklet.

9. Insurance

Your child is covered under the School insurance scheme for Personal Effects, Personal Accident, and Dentistry Cover, the charges for which are automatically included in the fees, unless you elect by requesting in writing that your child is not included.

10. Confidentiality and References

(a) You consent to us taking up references from your son's current school which will be received and held in the strictest confidence. The School reserves the right to request references from previous schools which your son has attended.

(b) 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 (other than a UCAS reference) shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his 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 or report given by us.

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

(d) In the event of your son receiving an award or other financial concession, you agree to maintain confidentiality about the level and nature of the concession. The School reserves the right to

withdraw financial assistance where confidentiality is not maintained.

11. Intellectual Property Rights

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

12. Changes in Ownership etc.

For the purposes of reconstruction or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

13. Communications

All notices required to be given under these Terms & Conditions must be given in writing. Notices that you are required to give under these Terms & Conditions must be addressed to the Headmaster 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. If sent by email or fax, notice shall be deemed to have been given on the day after transmission.

You undertake to notify the School of any change of contact information (address, telephone numbers and email address) of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address or email address(es) shown in its records.

14. Force Majeure

(a) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice by posting information concerning the event on the School's website or by writing to you by email with details of the event specifying the nature and extent of the circumstances giving rise to the force majeure.

(b) The School shall during any such period of force majeure take all reasonable steps to provide educational services by making use of any methods considered appropriate to maintain continuity of education for students. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure.

(c) Fees in relation to any term during which any incident of force majeure takes place will remain payable in full unless the School at its own discretion and taking into account any alternative education services it has provided during an incident of force majeure decides otherwise.

(d) If the School is prevented from performance of its obligations as a result of force majeure for continuous periods greater than six months, the School shall notify you of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying fees in lieu.

15. Interpretation

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

16. Jurisdiction and Governing Law

The contract between you and the School shall in all respects be construed in accordance with the Laws of Scotland and any disputes or actions arising from it shall be decided within that jurisdiction. You agree with us to submit to the exclusive jurisdiction of the Scottish courts.

17. Variations

We reserve the right to make reasonable modifications to these Terms & Conditions from time to time. The School will endeavour to give you adequate notice of any such modifications.