



The Parent Contract for Day Students

Ashwicke Hall School Terms and Conditions

This Parent Contract contains nine Clauses (numbered 1 to 9, some with sub-clauses) and 10 Sections, (lettered A to J). The Sections add clarification to the Clauses and additional detail which all forms part of this Contract.

1. Contract

The Parent Contract, the Fee Schedule, the School Rules and these terms and conditions constitute the terms of a contract between you and Ashwicke Hall School Limited (Registered in England and Wales No. 1726213). It is not intended that the terms of the contract shall be enforceable by your Child or by any other third party. The Terms & Conditions are subject to change from time to time.

2. Definitions

In these terms and conditions:

“Acceptance Form” is the form signed by Parents when accepting an offer of a place at the School; by signing the Acceptance Form, Parents agree to the terms and conditions as set out in this Parent Contract;

“Fee Schedule” means the list published annually by the School containing fee information including information about the School Fees and any Supplementary Fees;

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

“Enrolment Fee” is paid to secure the offer of a place at the School as set out in the Fee Schedule;

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

“School” or “we” means the legal entity known as Ashwicke Hall School Limited as identified in Clause 1 (above);

“School Fees” means the fees set on an annual basis, as amended from time to time, and include each of the following charges where applicable: Enrolment Fee; Annual or Termly School Fees and Activity Deposit;

“Activity Deposit” means the amount of money deposited into the Child’s account at the School, which “supplementary fees or extras” will be drawn against;

“Supplementary Fees or Extras” means fees in relation to supplementary charges and services such as clothing and equipment, photographs and other items ordered by the Parents or the Student and charges arising in respect of School trips, and damage where the Student alone or with others has caused willful loss or damage to School property or the property of any other person (fair wear and tear excluded) and late payment charges if incurred, as referred to in Clause 4 (d);

“School Rules” means the Ashwicke Hall School Student Handbook, Parent Handbook and other School documentation published to Students which contain the relevant rules of the School and are updated annually and notified to Parents and Students from time to time;

“Term” means a term of the School and “Winter Term (Term 1)”, “Spring Term (Term 2)” and “Summer Term (Term 3)” shall each have a corresponding meaning; a “term’s notice” means notice given not later than the first Monday of the term preceding the term to which the notice relates;

“Academic Year” means each of Year 7 to Year 13 which reflect the levels of study covered in the curriculum,



more usually referred to as Grade within SABIS® member schools;

“Parent Contract” or “Terms and Conditions” means these terms and conditions as amended from time to time;

“You” or the “Parents” means each person who has signed the Parent Contract as Parent or legal Guardian of a Child or who with the School’s written consent has subsequently assumed Parental responsibility for such child;

"Admission" occurs when Parents accept the offer of a place and "Entry" is the date when a Child attends the School for the first time under this contract.

3. Registration, Acceptance and Enrolment Fee

Applicants will be considered as candidates for admission and entry to the School when the Application Form has been completed and received by the School, together with the Registration Fee.

Admission will be subject to the availability of a place and the Child and Parents satisfying the admission requirements at the time. An offer of a place for your Child at the School is accepted by you completing the Parent Contract and paying the Enrolment Fee. An offer will be subject to the Child’s satisfactory performance in the Diagnostic Assessment or, if transferring from another SABIS® member school, the Child receiving a satisfactory transfer reference from that School. Return of the signed Acceptance Form and payment of the Enrolment Fee will be seen as a binding commitment that your Child will take up his/her place as agreed. If for any reason you do not proceed, you will be liable for the first term’s fees.

The Enrolment Fee is not refundable if your Child does not take up a place at the School. However, if, for whatever reason, the offer of a place is withdrawn by the School, the Enrolment Fee will be refunded and you will not be liable for the first term’s fees.

4. School Fees

- a) It is the policy of the School to educate Students until the end of the academic year; fees are therefore paid with this in mind. While Students may join part way through the year, it is the School’s expectation that all Students complete each academic year.
- b) School Fees will normally be fixed by the School during the Spring Term to take effect for the next academic year. Fees are either paid a full year in advance by 1st August or termly as follows:
 - Autumn Term (Term 1) fees must be paid by 1st August (for new Students only)
 - Winter Term (Term 2) fees must be paid by 1st November
 - Spring Term (Term 3) fees must be paid by 1st February

Invoices will normally be sent at least 1 month before the due date or as otherwise agreed.

- a) School Fees cover all the costs of the education generally offered by the School, including teaching materials, the main text books, some stationery and materials, the use of equipment and facilities, most activities onsite, transport to mid-week and day trips and activities offsite, pastoral care, and lunch.
- b) The costs of any other provision made by the School, including trips, visits and activities offsite, public examinations taken, any special additional tuition including music and certain clubs and activities, courses not generally offered by the School, or any other matter not covered in (c) above, may be the subject of Supplementary Fees or Extras.
- c) Each person who has signed the Parent Contract is liable for the whole of the School Fees due and any Supplementary Fees or Extras. The persons who have signed the Acceptance Form will remain liable to the School 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) Your Child shall not be allowed to attend the School and we reserve the right to withhold any references while School Fees remain unpaid or there is a persistent default in relation to Supplementary Fees. Late fees will be subject to:
 - A £200 penalty fee if not paid in full by the due dates in (b) above or an interest charge of 3% APR



(Annual Percentage Rate) above the Bank of England base rate in force at the time for any fees more than one month overdue, whichever is higher.

- If any outstanding fees remain on the first day of term, a Student will not be allowed to return to the School until the fees are paid.

You consent to our informing any other School or educational establishment to which you propose to send your Child of any outstanding fees. Continued non-payment of School fees will result in the Student being permanently excluded from the School.

- a) School Fees and any prepaid Supplementary Fees will not normally be reduced as a result of absence due to illness or for other reasons. In the event that your Child stays at home following public examinations or any other reason, no reduction of fees will be made in respect of such periods spent at home.
- b) If one or more items on the School bill are under query, the balance of the bill must be paid.

5. Notice Requirements

- a) If you wish to withdraw your Child from the School (other than at the normal leaving date), you or your duly authorised Guardian must give written notice addressed to and received by the School Director personally (by email or letter) or signed for by the School Director's secretary or the Admissions Office on the School Director's behalf. It is expected that Parents will consult with the School Director before giving notice to withdraw the Student. Notice is valid only for the term in which it is given and only when written and accepted in writing by the School Director personally or the Admissions Office.
- b) If you wish to withdraw your Child from the School at least one full term's written notice is required. Written notice must be submitted on or before the first Monday of the preceding School term and the notice expires at the end of that next term. You shall either give a term's notice to that effect or shall pay to the School a term's fees in lieu of notice, at such 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, a term's fees, will become due and owing to the School as a debt on the due date of payment of fees (1st November, 1st February or 1st May) for the term which would have been the final term of provision if a term's notice had been given.
- c) If you wish to withdraw your Child from an activity including instrumental, singing or drama lessons charged for as Supplementary, you shall either give at least six teaching weeks' notice to that effect or shall pay to the School fees in lieu of notice for the activity in which your Child has ceased to participate. Such lessons may only cease at the end of a term.
- d) The School's programme and activities are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your Child or by your Child's ceasing to participate in an activity part-way through a term.

6. School Rules

It is a condition of remaining at the School that your Child complies with the School Rules.

The School may undertake drugs testing of Students in accordance with its drugs policy as current at the time. The drugs policy has been adopted with the aim of safeguarding the health and safety of all Students.

The School reserves the right to monitor your Child's E-mail communication and Internet use through the school internet connection for the purpose of ensuring compliance with the School Rules and Acceptable Use of Network Policy. Additionally, the School reserves the right to ask for access to all relevant emails in case of behavioural issues like bullying in all forms.

7. Disciplinary Procedures

- a) The School Director may require you to remove your Child or the School Director may temporarily or



permanently exclude your Child from the School if they consider that your Child's attendance, progress or behaviour (including behaviour outside School) is seriously unsatisfactory and, in the reasonable opinion of the School Director, the removal of your Child is in the best interests of the School, or your Child or other children.

- b) The School Director may, at his/her discretion, require you to remove or may suspend or exclude your Child if the behaviour of either Parent/party to this contract is, in the opinion of the School Director, 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 the School staff or to bring the School into disrepute.
- c) Should the School Director exercise their right under sub-clause 7(a) or 7(b) above you will not be entitled to any refund or remission of School Fees or Supplementary Fees due (whether paid or payable). However, in such circumstances, fees in lieu of notice will not be payable. Any prepaid fees for that term will not be refunded; prepaid fees for subsequent terms will be refunded.
- d) The School Rules (as defined in Clause 2 above) set out examples of offences likely to be punishable by temporary or permanent exclusion from school. These examples are not exhaustive and in particular the School Director may decide that temporary or permanent exclusion for a lesser offence is justified where there has been a record of previous misbehaviour. All aspects of the Student's record at the School may be taken into account.

The review of serious disciplinary matters is governed by the School's Complaints Policy and its procedures.

8. The School's Obligations

- a) Subject to the provisions of Clause 7, the School undertakes to accept your Child as a Student from the time of joining the School until the end of his/her secondary schooling. However, the School shall not be obliged to permit your Child to progress into the next Academic Year unless satisfied that it is appropriate to do so having regard to his/her academic attainments. If, in the professional opinion of the School Director and in consultation with the Parents and the Student, it is felt that the School is not adequately meeting your Child's educational needs beyond a certain stage of his/her education, the School will give at least a term's notice of such a decision.
- b) The School undertakes to exercise all reasonable skill and care in the education and welfare of your Child so long as he/she remains a Student of the School. This obligation applies whenever he/she is under the direct care and supervision of the School, whether that be while on the School premises or engaging in School activities offsite.
- c) In order to fulfil our obligations, we need your co-operation in particular by: fulfilling your own obligations under these terms and conditions; encouraging your Child in his/her studies and giving appropriate support; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; 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. However, there may be the rare occasion when physical restraint may be deemed appropriate for the maintenance of good order, your Child's safety or the safety of others.
- e) Parents give their consent to physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a Student in distress or to maintain safety and good order, or in connection with the Student's health and welfare. 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 that may entail some risk of physical injury.
- f) 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 or the Guardian, we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or an operation) recommended by a doctor.

Although our prospectus and other published literature describes the broad principles on which the School is currently run and is believed to be correct at the time of printing, it does not form part of the contract between you and the School. We reserve the right to make changes to any aspects of the School, including the curriculum. We will give Parents a term's notice of any changes at the School (including changes in the curriculum) that we regard as significant to your child.

At key stages in his/her education, your Child will make choices, not least in the subjects he/she wishes to study. We will make every effort to accommodate your Child's option choices, but it may not always be possible, or in the Child's best interests, to do so.

We shall monitor your Child's progress at the School and produce regular reports. We shall advise you if we have any concern about your Child's progress. Our staff are not qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, but a formal assessment can be arranged either by you or by the School, if approved by you, at your expense. The School does not provide specialist additional learning support for Students with severe learning difficulties. You may be asked to withdraw your Child without being charged fees in lieu of notice if, in the professional judgment of the School Director and after consultation with the Parents and with the Student (where appropriate), the School cannot provide adequately for your Child's special educational needs or learning difficulty.

The School is secular. While we strongly discourage the wearing of anything indicating religious affiliation, Students of both genders may wear head coverings within set rules. Necklaces or other items indicating religious affiliation, if worn, must not be visible. Boys are expected to be clean shaven and have hair which does not extend past their shirt collar. With regard to the practice of prayer, there will not be a designated prayer room for individual or group prayers on campus. Students may pray in their own personal space in their rooms.

The Parents' Obligations

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 conditions, disability or allergy that your Child has or subsequently develops, whether long-term or short-term, including any infections. This information will be passed only to those members of staff and medical professionals the School believes require it in order to look after your Child adequately.

You undertake, as soon as possible, to disclose to the School in confidence and preferably in writing any family circumstances or court order which might affect the Student's welfare or happiness, or any concerns about the Student's safety and security. You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.

With the exception of communication regarding cancellation, withdrawal and notice of withdrawal, 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 all such persons. 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 all of them.

All Students who's Parents reside outside the UK must have a Guardian who is resident in the United Kingdom and is authorised by the Parent to act on their behalf. Please see Section C below for further details regarding Guardians.



Section A: Generic Inclusions

Ethos: The ethos of this School is designed to foster good relationships between members of the staff, the Students themselves and between members of the staff and Students. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Student and Parents and we expect the same of the Student and Parents in relation to the School.

Our Commitment: We will do all that is reasonable to safeguard and promote your Child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your Child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others.

Pastoral Care: Pastoral care is central to all aspects of life at the School and is directed towards the happiness, success, safety and welfare of each Student and the integrity of the School community.

Child's Rights: The child, if of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural or adoptive Parents. If a conflict of interests arises between a Parent and the child, the rights of and duties owed to the Child will in most cases take precedence over the rights of and duties owed to the Parent, in line with UK legislation in place at the time.

Equal Treatment: The School is a day and boarding School for boys and girls primarily aged from 10 - 18 years. The School is non-religious and welcomes staff and children from many different ethnic groups, backgrounds and creeds. At present, our physical facilities for Students and staff with disabilities are limited but we will do all that is reasonable to ensure that the School's culture, policies and procedures are such that children who have disabilities are welcomed and we will comply with our legal and moral responsibilities under the Equality Act 2010 in order to accommodate the needs of applicants, Students and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

School Director's Authority: The Parents authorise the School Director to take and/or authorise in good faith all decisions which the Director considers on proper grounds will safeguard and promote the Child's welfare.

Leaving School Premises: We will do all that is reasonable to ensure that your Child remains in the care of the School while 'at School', (under the supervision of the School whether at the School premises or offsite), but we cannot accept responsibility for the Student if they leave School premises without permission or in other ways remove themselves from School supervision in breach of School Rules and Regulations.

Residence During Term Time: Students, except when boarding, are required during term time other than during permitted periods of time away from School, to live with a Parent or with a Guardian acceptable to the School. The School must be notified in writing immediately if the Student will be residing during term time under the care of someone other than a Parent or a Guardian.

Confidentiality: The Parents authorise the School Director to override their own and (so far as they are entitled to do so) the Student's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Student may have. The School reserves the right to monitor the Student's E-mail communications and Internet use.

Complaints: Any question, concern or complaint about the pastoral care or safety of a Student must be notified to the School as soon as practicable. A copy of the School's Complaints Policy can be supplied on request and is available to all Parents via the password protected section of the School's website.

Special Precautions: Parents or Guardians may be excluded from School premises if the Director, acting in a proper manner, considers such exclusion to be in the best interests of the Student or of the School.



Section B: Insurance and Granting Permission

Photographs: The School will include photographs or images of Students in the School's promotional material such as the prospectus and website. We will not display a Student's name together with a photograph of that same Student without Parental permission. Parents who do not want their Child's photograph or image to appear in any of the School's promotional material must make sure their Child knows this and must complete the Student Photo Permission Form or write to the School Director requesting an acknowledgement of their letter.

Transport: Parents' consent to the Student travelling by public transport, in a commercial hire vehicle organised by the School and by School transport driven in a responsible manner by an adult who is duly licensed and insured to drive a vehicle of that type. A Student will not be transported in a private vehicle without the express permission of the Student's Parents or Guardian; in all such cases, the School will ensure that full driving license and vehicle insurance document checks are made in advance of any such transport being sanctioned.

Student's Personal Property: Students are responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School or by individuals. Parents and Students are advised that items of particular financial or sentimental value, or items that may be easily damaged, are best not brought to School.

Insurance: Parents are responsible for insurance of the Student's personal property whilst at School or on the way to and from School or during any School-sponsored activity away from School premises. From time to time the School can, via its insurance brokers, offer other forms of insurance such as personal accident benefits or fee remission insurance, but the School does not accept a contractual duty to do so. The School insists that all boarding or weekly boarding students are covered either by the School's medical insurance policy (BUPA), which is charged in addition to the School Fees, or that Parents provide medical insurance cover of a similar standard to the School-arranged policy, in which case, a copy of the policy document must be held by the School. Day students are strongly encouraged to have the same.

Liability: Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Student or Parents or for loss or damage to property.



Section C: UK Guardians

Guardians: As stated in clause 9 above, a Student of any age whose Parents are resident outside the United Kingdom must have a Guardian in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authority when necessary. An Educational Guardian can be an individual or family resident in the UK, must be over 25 years old, may be a relative of the student or friend of the family, should not reside in university accommodation, must be English speaking, should ideally live within 2 hours of Ashwicke Hall School campus and may be appointed through a guardianship agency. The School must have full details of the UK Guardian including a signed Guardianship Contract with the School.

The School can accept no responsibility during periods in term time or the holidays for Students who are in the care of their UK Guardian, or another person to whom the Parents have given permission for their Child to stay, or while Students are travelling to and from the care of that person/those persons. Parents and Guardians of such Students must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate Guardian rests solely with the Parents but the School may be able to assist, by providing Parents with the names of agencies or individuals who are accredited Guardians. Parents are entirely responsible in each case for satisfying themselves as to the suitability of a Guardian. Please see our Guardianship Policy for more information.



Section D: Health and Medical Matters

Medical Declaration: Parents must complete a medical declaration concerning the Student's health and must inform the School Director in writing if the Student 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 infectious diseases.

Medical Care (International boarders only): For the best use of the facilities and services provided under the National Health Service, every student who will be enrolled at Ashwicke Hall School for more than six months must be registered on the list of the School Nurse. Parents must comply with the School Nurse's quarantine regulations as varied from time to time, which may include a reasonable decision to release the Student home or to the care of their UK Guardian when unwell.

Medical Examination (International boarders only) . All new Students, will have a routine medical examination with the School Nurse (or other medical professional appointed by the School), during the first term at the School. Arrangements can be made on request for a Parent to be present but this is subject to the Student's consent if the Student is of sufficient maturity and understanding (usually at 12+ years). The school will conduct health checks regularly throughout a student's time at the school.

Student's Health: The School Director may at any time require a medical opinion or certificate as to the Student's general health where the Director, in consultation with the School Nurse or other medical professionals, considers that necessary as a matter of professional judgment in the interests of the Child and/or the School. If the Student is of sufficient age and maturity they are entitled to insist on confidentiality which can nonetheless be overridden in the Student's own interests or where necessary for the protection of other members of the School community.

Medical Information: Throughout the Student's time as a member of the School, the School Nurse shall have the right to disclose confidential information about the Student if considered to be in the Student's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, "need-to-know" basis.

Emergency Medical Treatment: The Parents authorise the School Director to consent on behalf of the Parents to the Student receiving emergency medical treatment including blood transfusions, general anesthetic and operations where certified by an appropriately qualified person necessary for the Student's welfare and if the Parents cannot be contacted in time.



Section E: Educational Matters

Our Commitment: Within the published range of the School's provision, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Student and to provide education to at least the standard required by law in the particular circumstances, and often to a much higher standard.

Organisation: We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgment of the School Director, is most appropriate to the School community as a whole. Any Parent who has specific requests or concerns about any aspect of their Child's education or progress should contact their Child's Academic Quality Controller (AQC) or the School Director.

Progress Reports: The School monitors the progress of each Student and reports regularly to Parents by means of grades and written reports which can be accessed at any time via the Web Parent section on SABIS® Web School. Access to this site is password protected and can be found via a link on the Ashwicke Hall School website.

Public Examinations: The School Director may, after consultation with Parents and the Student, decline to enter the Student's name for a public examination if, in the exercise of professional judgment, the Director considers that by doing so the Student's prospects in other examinations would be impaired and/or if the Student has not prepared for the examination with sufficient diligence, for example, because the Student has not worked or revised in accordance with advice or instruction from the staff.

Reports and References: Information supplied to Parents and others concerning the progress and character of the Student, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

School's Intellectual Property: The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of the Student in conjunction with any member of staff and/or other Students at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Student's role in creation/development of intellectual property.

Student's Original Work: Copyright in the Student's original work, such as classroom work, homework, projects, internal examination scripts, paintings and computer generated material, belongs to the Student. Most such work (but not examination scripts) will be returned to the Student when it is no longer required for purposes of assessment or display. The School returns written sections of periodic exams. Parents' consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to the School retaining such work at the School premises until, in our professional judgment, it is appropriate to release the work to the Student. We will take reasonable care to preserve the Student's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the School Director and staff.

Sex Education: All Students will receive health and sex education appropriate to their age 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.

Educational and Recreational Trips: A variety of trips will be provided for your Child while a Student at the School. The travel cost of evening or day trips will be charged at cost per student and additional costs for such trips, including entry fees, will be charged as an extra as well, and will be deducted from the Activity Deposit held by the School for such purposes which is required if the parent envisages their child joining these activities. Parents' prior consent will be sought for a trip costing more than £20. Educational trips abroad or those in the UK involving an overnight stay are subject of a separate agreement with Parents. International trip expenses will be payable in advance. The Student is subject to School discipline in all respects whilst on a School trip. Additional costs of special measures necessary to ensure the Student's safety and welfare, or to respond to breaches of discipline, will be billed to the parents (such as medical costs, taxis, air fares, or professional advice).



Section F: Behaviour and Discipline

School Regime: The Parents accept that the School will be run in accordance with the SABIS® Educational System as implemented by the School Director. The Director is entitled to exercise discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of the Student is at issue.

Conduct and Attendance: We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Student will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with all aspects of the School Rules.

School Rules: The School Rules and Regulations which apply are set out in the Student Handbook, Parent Handbook and other documents published from time to time. Parents are requested to read these documents carefully with the Student before they accept the offer of a place.

School Discipline: The Parents hereby confirm that they accept the authority of the School Director and of other members of staff on the School Director's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Student and the School community as a whole. The School's disciplinary policy which is current at the time applies to all Students whether on or off the School premises and at all times during the published School term dates, including when travelling to or from School at the start and end of term, whenever wearing School uniform, and, in the case of drug or substance misuse, at any time from the time of Entry to the School until the Student is no longer enrolled at the School, whether the student is in the United Kingdom or elsewhere.

Investigative Action: A complaint or rumor of misconduct will be investigated. The Student may be questioned and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, and also to make arrangements for the Student to be accompanied and assisted by a Parent, Guardian or a member of staff as chosen by the Student.

Procedural Fairness: Investigation of a complaint which could lead to exclusion, removal or withdrawal of the Student shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or Guardian so that they can attend a meeting with the School Director before a decision is taken in such a case. In the absence of a Parent or a Guardian, the Student will be assisted by an adult (usually a teacher or houseparent) of his/her choice.

Divulging Information: Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of Students or others who have given information which has led to the complaint or which the School Director has acquired during an investigation.

Drugs & Alcohol: The Student may be given the opportunity to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School discipline. A sample or test in these circumstances will not form part of the Student's permanent medical record.

Terminology (Please note that some of this terminology applies to boarders only): In these Terms and Conditions and elsewhere "**Temporary exclusion**" (or "suspension") means that the Student is required to reside away from School for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a disciplinary review or until arrears of fees have been paid. "**Permanent exclusion**" means that the Student has been required to leave ("**asked to leave**" or "**expelled**") the School permanently in the circumstances described below. "**Withdrawal**" means that the Parents have removed or withdrawn the Student from the School. "**Released home**" means that the School Director has consented to the Student being away from School for a



specified period of time. "**Removal**" refers to both temporary and permanent exclusion by the School. "**Grounded**" means a punishment given to a Student who may not leave the school site for a specified length of time and who reports regularly to senior staff during that punishment. "**Internal isolation**" means withdrawal from lessons or activities to work elsewhere in school.

Sanctions: The School's current policies on sanctions are available to Parents on request. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not demeaning tasks on behalf of the School, detention, withdrawal of privileges, grounding, internal isolation, temporary exclusion or permanent exclusion from the School.

Permanent exclusion: The Student may be formally excluded from the School if it is proved on the balance of probabilities that the Student has committed a single grave breach of School discipline, serious and multiple breaches of School discipline or a serious criminal offence. Permanent exclusion is reserved for the most serious breaches. The School Director shall act with procedural fairness in all such cases. The School Director's decision shall be subject to a Review if requested by a Parent. The Student shall remain away from School pending the outcome of the Review (see "Review" below).

Fees after exclusion: If the Student is excluded, there will be no refund of the Enrolment Fee or of School Fees for the current or past terms, but the unspent balance of any Activity Deposit or Fees paid for future terms will be refunded without interest. There will be no charge to fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable.

Removal in other circumstances: Parents may be required, during or at the end of a term, to remove the Student permanently from the School, if, after consultation with the Student and/or Parent, the School Director is of the opinion that by reason of the Student's conduct or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School, or if a Parent has treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw the Student as an alternative to removal being required. If the Student is removed or withdrawn in the circumstances described in this paragraph, the rules relating to Fees and the Enrolment Fee shall be the same as for exclusion save that the Enrolment Fee will be refunded in full without interest. The School Director shall act with procedural fairness in all such cases, and shall have regard to the interests of the Student and Parents as well as those of the School (see "Review" below).

Leaving Status: The expression "leaving status" has reference to whether the Student has been permanently excluded or withdrawn, and to the record which will be entered in to the Student's file as to the reason for leaving, and the Student's status as a leaver, and the transfer of the Student's work to another educational establishment and to the nature of the reference which will be given in respect of the Student, and also to the financial aspects of the Student's leaving. These and any other relevant matters of leaving status will be discussed by the School Director with the Parents and, where appropriate with the Student, at the time of the School Director's decision.

Review: Parents may ask for a Review of a decision to permanently exclude or require the removal of the Student from the School (but not a decision to temporarily exclude the Student unless the suspension would prevent the Student taking a public examination). **The request must be made as soon as possible and in any event within seven days of the decision being notified to the Parents.** Parents will be entitled to know the names of the Review Board who make up the Review Panel and may ask for the appointment of an independent panel member nominated by the School and approved by the Parent (approval not to be unreasonably withheld).

Review Procedure: The School Director will advise the Parents of the procedure (current at that time) under which such a Review will be conducted by a panel of up to three panel members (including an independent member if requested). If Parents request a Review, the Student will be suspended from School until the Review procedure has been completed. A Review will be conducted under fair procedures in accordance with the requirements of natural justice.

Complaints Procedures: A complaint about any matter of School policy or administration not involving a decision to permanently exclude or remove the Student must be made in accordance with the School's published



Complaints Procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response in line with the policy.

Access: A Student who has been temporarily or permanently excluded from the School, or withdrawn by parents, shall remain away from the School and will have no right to enter School premises without the prior written permission of the School Director.



Section G: Additional Information Regarding Provisions About Notice

(See also Clause 5 "Notice Requirements")

"A term's notice" to be given by Parents means notice given before the first day of a term (winter, spring and Summer Terms) and expiring at the end of that term. A term's notice must be given **in writing** if the Parents **wish to cancel a place** which they have accepted, or if Parents **wish to withdraw the Student** who is already a member of the School; or if, following the IGCSE/GCSE examinations, **the Student will not return for the following year** even if he/she has achieved the required grades.

Termination by the School: The School may terminate this agreement **on one term's written notice** or **on less than one term's notice in a case involving exclusion or required removal**. The School will do all that is reasonable to communicate this information to the Parents in person and will confirm the decision in writing by ordinary post or by courier and by email as appropriate. The School will not terminate the contract without good cause and full consultation with Parents and also the Student (if of sufficient maturity and understanding), and will offer the Parents a Review of a decision to terminate. The Enrolment Fee held by the School on behalf of the Parents for that Student would be refunded without interest less any outstanding balance of the account.



Section H: Additional Information Regarding Fees

(See also Clause 4 “School Fees”)

Refund/Waiver: Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a Student is released home after public examinations or otherwise before the normal end of term; or for any cause other than exceptionally and at the sole discretion of the School Director in a case of genuine hardship; or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules apply if the Student is permanently excluded or removed, i.e. asked to leave. **See also Section I** for information about the rules on events beyond the control of the parties.

Exclusion for Non-Payment: The right is reserved on 3 days' written notice to exclude the Student while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to a Review will not normally arise but the SABIS® Regional Director 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 are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Student. **A Student who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice** twenty-eight days after exclusion. (Then a term's Fees in lieu of notice will be payable in accordance with the **Provisions about Notice in Section G.**)

Late Payment: Late payment charges and interest rates are outlined in Clause 4 above. Cheques and other instruments delivered at any time will be presented to the School's bank immediately and will not be considered as payment until cleared.

Part Payment: Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.

Appropriation: The Parents agree that a payment made in respect of one Child may be appropriated by the School to the unpaid account of any other Child of those Parents.

Payment of Fees by a Third Party: An agreement with a third party (such as a grandparent) 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 Business and Financial Controller. All such payments are received in good faith. The School reserves the right to refuse a payment from a third party.

Fee Increases: School Fees are reviewed and are subject to increase annually. Fees will normally be fixed by the School during the Spring Term to take effect for the next academic year.

Money Laundering: In some circumstances the School will be required to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.



Section I: Events beyond the control of the Parties

Force Majeure: An event beyond the reasonable control of the parties to this agreement is referred to below as 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.

Notification: If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

Continued Force Majeure: If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under the previous clause shall notify the other of the steps to be taken to ensure performance of this Agreement.

Section J: General Contractual Matters

Management: It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of Parents and Students, and those of the School community. We aim to ensure that the School, its culture, ethos and resources are properly managed so that its services and facilities can develop, promoting good order and discipline throughout the School community ensuring compliance with the law.

Legal Contract: The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions set out in this Parent Contract.

Change: This School, as any other, is likely to undergo a number of changes during the time your Child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and Regulations, the disciplinary framework, and the length and structure of School terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

Consumer Protection: Care has been taken to use plain language in these terms and conditions and to explain the reasons for any of the terms that may appear one-sided. If any words above or in combination, infringe the Unfair Terms in Consumer Contracts Regulations 1999 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.

Consultation: It is not practicable to consult with Parents and Students over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that Parents will be consulted and where possible give at least a term's notice of a change of policy, change in any physical aspect of the School which would have a significant effect on their Child's education or pastoral care, or a change of ownership.

Representations: Our prospectus and website describe the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the School. **Parents wishing to place specific reliance on a matter contained in the prospectus or website, or a statement made by a member of staff or a Student during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering this agreement.**

Third Party Rights: Only the School and the Parents are parties to this contract. The Student is not a party to it. The acts and omissions of Parents are binding on the Student and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Student and vice versa.

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. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.

Jurisdiction: This contract is governed exclusively by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

Ashwicke Hall School Limited - Registered in England and Wales No. 1726213
Registered Office: Ashwicke Hall, Marshfield, Wiltshire, SN14 8AG

Parents Signature: _____

Parents Name: _____

Date: _____