



STANDARD TERMS AND CONDITIONS

1. **Definitions** - These standard terms and conditions supersede those primed in the Prospectus and elsewhere and unless the context otherwise requires:

a) 'The Parent/s' means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions. Those who have "Parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child".

b) "School" means Academus Independent as now or in the future constituted.

c) "Principal" means the Principal of Academus Independent and includes those to whom any of the duties or functions of the Principal have been delegated.

d) "Term" means each of the three terms in the School Year: Autumn, Spring and Summer. The duration of a term and the time when it starts and ends are at the discretion of the Principal. The School Year is deemed to start on 1st September.

e) The Standard Terms and Conditions reflect the customs and practice of independent schools for many generations. They promote stability, forward-planning and the prudent re-sourcing and development of the School. The Fees List, as varied from time to time, is part of these Terms and Conditions.

f) Documents referred to: Before accepting the offer of a place, Parents and Pupils have an opportunity, on request, to see any of the documents referred to in these Terms and Conditions,

2. **Entry to the School**

- a. **Application and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Application Form has been completed and returned to us. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. "Admission" occurs when Parents accept the offer of a place. "Entry" is the date when a Pupil attends the School for the first time under this contract.

- b. Progression Through the School - A Pupil who has progressed through Year 7 will normally be offered a place in the continuing years and the Sixth Form. The Principal has the right, after discussion with the Parents, to refuse the place. Parents will be consulted before the end of the Spring Term if there appears to be any reason why the Pupil may be refused a place at the next stage of the School. Parents must give a term's notice in writing (i.e. before the start of the Summer Term) in accordance with the Provisions about Notice if they do not intend their child to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.
- c. Equal Treatment: The School has a free thinking ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. Our virtual platform allows for all to attend and we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to all and to comply with our legal and moral responsibilities under the Special Educational Needs; Disability Act 2001 in order to accommodate the needs of applicants, Pupils and members of the staff who have disabilities for which, after reasonable adjustments, we can cater adequately. Copies of the school's Equal Opportunities Policy and Disability Access Policy are available on request from the principal.
- d. Discipline - The Parents authorise the Principal to take and/or authorise in good faith all decisions which the Principal considers on proper grounds will safeguard and promote the Pupil's welfare.
- e. Termination by the School - The School may terminate the Agreement without notice or on short notice under Clause 6(a) below and otherwise on one term's written notice,

3. Application and Examination Fee and Deposits

a) The Application and Examination Fee is payable at the time of examination Application and will not be refunded in any circumstances.

- a) The Acceptance Administration fee of £100 is payable when the Parents return the Application Form to the School and will not be refunded in any circumstance. The Acceptance Deposit of one term's fee that the Parents paid when they return the Acceptance Form will be repaid without interest (less any outstanding accounts or charges) on leaving. Until the Pupil leaves, the deposit will form part of the general funds of the School.

c) Additional Deposits - Parents who have paid Fees late or whose Fees are overdue may be required to pay an additional deposit. An additional deposit will be repaid on leaving (less any outstanding account, liability or charge]. Interest will not accrue on an additional deposit.

4. Fees and Extras

- a) Meaning: "Fee" and "Fees" where used in these terms and conditions include each of the following charges where applicable: Tuition Fees; Fees for extra tuition; other extras such as equipment, examination entries and other

items ordered by the Parent or the Pupil and charges arising in respect of educational visits, and damage where a Pupil alone or with others has caused wilful loss or damage to school property or the property of any other person (fair wear and tear excluded) and late payment charges if incurred.

- b) **When Payable** - Whether or not the School holds a deposit, Fees are due and (unless there is an instalment arrangement in operation) payable by the first day of term. Time is of the essence. A Pupil whose account has not been paid in full by the start of a term (or whose Fees are in arrears under an instalment arrangement) may then or later be excluded from the School until full payment has been made. Extras will be invoiced as they arise or at the beginning of the term when they will be incurred. Damage may be invoiced as and when it arises.
- c) **Review of Fees** - Fees are normally reviewed once per year. Any increase in Fees will usually be upon three months' notice but the right is reserved to increase Fees at any time without notice and without any other of the terms and conditions being affected.
- d) **Payment**: The Parents undertake to pay the Fees applicable in each school year. Fees are due and payable before the commencement of the school term to which they relate, if one or more items on the bill are under query, the balance of the bill must be paid.
- e) **Exclusion for Non-Payment**: The right is reserved on 3 days written notice to exclude a Pupil while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to a Governors' Review will not normally arise but 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 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 Pupil. A Pupil 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 H.
- f) **Instalment Arrangements** - If the School has consented to accept payment of part or all of the Fees by instalments (including by standing order or direct debit) the School may withdraw such consent on 31 days' written notice and thereupon any amount of Fees which in the absence of an instalment arrangement would be due, shall become due and payable forthwith as a debt and the remainder of these terms and conditions shall apply accordingly.
- g) **Late Payment**: Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month which is a genuine pre-estimate of the cost to the School of a default. Cheques and other instruments delivered at any time after the first day of term

will be presented immediately and will not be considered as payment until cleared.

- h) Costs-All costs incurred in the collection of unpaid Fees including the School's administrative costs and any costs and disbursements paid to agents acting on behalf of the School shall be recoverable in full.
- i) Scholarships and Bursaries - Any scholarships and bursaries and any ex-gratia awards or allowances which have been made may be withdrawn if in the opinion of the Principal and the Board of Governors the aims and objectives of the scholarship or bursary are not being met. The right is reserved to require repayment in full in the event of the Pupil being withdrawn with or without notice or removed from the School.
- j) Refund and Appropriation of Fees including prepaid consumables (whether or not consumed) will not be remitted for absence through sickness or any other cause. In particular, no claim shall arise for remission of Fees if for any reason a term is shortened or a vacation extended. The School reserves the right of appropriation of all payments that are made on behalf of Pupils belonging to the same immediate family.

5. Events requiring Notice in writing

- a) Parents must give notice in writing in the circumstances and in the manner described below and time is of the essence:
- b) "A term's notice" to be given by Parents means notice given before the first day of a term 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 a Pupil who has entered the School; or if, following the GCSE year or AS Level year, the Pupil will not return for the following year even if he/she has achieved the required grades; or the Pupil wishes to discontinue extra tuition.
- c) Cancelling Acceptance: The cancellation of a place which has been accepted is normally a breach of contract which can cause long term loss to the School if it occurs after other families have taken their decisions about schooling for their children. If the Parents cancel their acceptance of a place less than a term before the entry date or the Pupil does not join the School after a place has been accepted and not cancelled, a term's Fees will be payable and the deposit will be credited to the account. Parents who cancel acceptance on more than a full term's notice before entry will not be required to pay Fees in lieu of notice but the deposit will be retained by the School. Cases of serious illness or genuine hardship may receive special consideration on written request.
- d) Withdrawal by Parents: If a Pupil is withdrawn on less than a term's notice, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice will be immediately due and payable as a debt at the rate

applicable to the term in question unless the place is filled immediately and without loss to the School. The charge of a term's Fees 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

- e) **Prior Consultation:** It is expected that a Parent or duly authorised education guardian will in every case consult personally with the Principal or with the Principal's authorised Deputy before notice of withdrawal is given.
- f) **Fees in lieu of notice** means Fees in full for the term of notice at the rate that would have applied had the Pupil attended and not limited to the Parental contribution in the case of a scholarship, exhibition, bursary or other award or concession.
- g) **Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.

6. Removal of a Pupil

- a) **Investigative Action:** A complaint or rumour of misconduct will be investigated. A Pupil may be questioned and her email accounts/ recorded lessons/chat transcripts 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 his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by a Parent, education guardian or a teacher of the Pupil's choice.
- b) **Terminology:** In these Terms and Conditions "Suspension" means that a Pupil has been released from login for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Governors' Review. "Withdrawal" means that the Parents have withdrawn the Pupil from the School. "Expulsion" and "Removal" mean that the Pupil has been required to leave ("asked to leave") the School permanently in the circumstances described below. "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 other expressions defined in this clause.
- c) **Sanctions:** The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. 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 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.
- d) **Expulsion:** A Pupil may be formally expelled from the School 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 is reserved for the most serious

breaches. The Principal shall act with procedural fairness in all such cases. Parents will be given a copy of the review procedure current at the time. The Principal's decision shall be subject to a Governors' Review if requested by a Parent. The Pupil shall remain away from school pending the outcome of the Review (see "Governors' Review" below).

- e) Fees after Expulsion: If the Pupil is expelled, there will be no refund of any Fees for the current or past terms, but the unspent balance of any lump sum prepayment 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.
- f) Removal in other Circumstances: Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the School if, after consultation with a Pupil and/or Parent, the Principal is of the opinion that by reason of the Pupil's conduct or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities 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 Pupil as an alternative to removal being required. (See "Governors' Review" below).
- g) Fees Following Removal: If the Pupil is removed or withdrawn in the circumstances described above, the rules relating to Fees shall be the same as for expulsion.
- h) Leaving Status: The expression "leaving status" has reference to whether the Pupil has been expelled, removed or withdrawn, and to the record which will be entered in to the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving.

Governors' Review: Parents may ask for a Governors' Review of a decision to expel or require the removal of a Pupil from the School (but not a decision to suspend a Pupil unless the suspension is for 11 school days or more, or would prevent the Pupil 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.

- i) Review Procedure: The Principal 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 Governors (including an independent member if requested). If Parents request a Governors' Review, the Pupil will be suspended from School until the decision to expel or remove has been set aside or upheld.
- j) Complaints Procedures: A complaint about any matter of School policy or administration not involving a decision to expel or remove a Pupil 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.

7. Pastoral Care

- a) Court Orders and Precautions. The Principal must be notified in writing immediately of any convictions recorded against the Pupil or of any court orders in relation to the child for example as to Parental responsibility, residence, contact, prohibited steps, specific issues or periodical payments.
- b) Leaving Virtual School 'Premises': We will do all that is reasonable to ensure that your child remains in the care of the School during school hours but we cannot accept responsibility for a Pupil who logs out of school in breach of 'School Rules and Regulations' and we are not legally entitled to do so in the case of a Pupil aged 16 years or over.
- c) Photographs: It is the custom and practice of most independent schools, and of this School, to include some photographs or images of Pupils in the school's promotional material such as the prospectus and website. We would not disclose the name or home address of a child without the Parents' consent. 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 write immediately to the Bursar requesting an acknowledgement of their letter.
- d) Reports and References: Information supplied to Parents and others concerning the progress and character of a Pupil, 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.
- e) Educational Visits: A variety of educational visits will be provided for your child while a Pupil here. The cost of some educational visits will be charged as an extra and added to the bill. Parents' prior consent will be sought for a visit costing more than £30. Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. The Pupil is subject to school discipline in all respects whilst engaged in a school trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice (necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill. A copy of the school's guidelines for school trips and expeditions is available on request from the clerk to the governors.
- f) Residence During Term Time: The Principal must be notified in writing immediately if a Pupil will be residing other than with a person who has Parental responsibility.
- g) Absence of Parents - When both Parents will be away from their home overnight during term time (including half term (or if both Parents normally reside outside the United Kingdom, the Principal must be informed in writing of

the name, address and telephone number (SI, for twenty four hour contact, of a legal guardian or other suitable adult with whom the Pupil will reside.

- h) Complaints: Any question, concern or complaint about the pastoral care or safety of a Pupil must be notified immediately to a member of the staff or in the case of a grave concern must be notified in writing to the Principal and/or by telephone email, and fax in a case of emergency.
- i) Child protection - The Child Protection officers are the Principal and Pastoral Deputy Head and Head. In service training is arranged which safeguards the welfare of children in accordance with DCSF guidance. DCSF guidance is followed regarding the safe recruitment of staff. A copy of the school's Child Protection Policy is available on request.
- j) Confidentiality - The Parents authorise the Principal to override their own and (so far as they are entitled to do so) a Pupil's rights of confidentiality and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote a Pupil's welfare or avert a perceived risk of serious harm to the Pupil or to another person at the School. The School reserves the right to monitor the Pupil's email communications and internet use.

8. Behaviour and Discipline

- a) The aim of the school is to foster good relationships between staff and pupils and between pupils themselves by establishing and maintaining an atmosphere of mutual respect. Bullying is not tolerated. The importance of good relationships, appropriate behaviour and awareness of a healthy life style are included in the Personal Social and Health Education programme and are reinforced in tutor time. The importance of honesty is emphasised; cheating and plagiarism are not tolerated, the appropriate use of emails, classroom, mobile phones and computers are also made clear to pupils. Full attendance is expected unless absence is due to religious observance or for a medical reason. Pupils are expected to be courteous, punctual and complete tasks which they are set to a good standard. Written policies pertaining to the above, together with disciplinary sanctions, are available on request from the clerk to the governors. For serious breaches of discipline a formal procedure is followed as outlined in paragraph 6.

9. Medical Matters

- a) Emergency Medical Treatment The Parents authorise the Principal to give consent on behalf of the Parents to the carrying out of any emergency medical treatments or procedures which are certified by a medical practitioner to be necessary to the safety of the Pupil. The School may, at the discretion of the Principal and in exceptional circumstances; contract on behalf of the Parents for emergency treatment of the Pupil at a private hospital or clinic and such will be chargeable to the Parents as an extra.

- b) **Medical Supervision** - The Principal must be notified in writing of any existing or new medical condition or infectious or contagious disease or illness: for the duration of any disease or illness. The School may restrict permit the Pupil's access to the School's external events. A Pupil of sufficient age and maturity is entitled to insist on confidentiality which can nonetheless be overridden in the Pupil's own interests or where necessary for the protection of other members of the school community.
- c) **Medical Information:** Throughout a Pupil's time as a member of the School, the School shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil'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.
- d) **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 which amounts to a "special educational need". Our staff are not, however, expected to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- e) **Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they 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 Parents' expense or by the Parents themselves.
- f) **Information about Learning Difficulties:** Parents must notify the Principal in writing if they are aware or suspect that a Pupil (or anyone in her immediate family) has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Principal and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a Pupil's special educational needs. Remedial teaching provided by the School will be charged as an extra.

10. Insurance

- A. **Personal Property of the Pupil** - Parents are required to make certain that their own insurance will cover the Pupil's personal property whilst on any School sponsored activity away from their normal place of learning.
- B. **Non Agency** - The School does not undertake to provide or maintain any insurance covers beyond those prescribed by Law and in no circumstances will the School be constituted agent of the Parents for insurance purposes. Parents must in each case satisfy themselves that the Pupil has the cover required.
- C. **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 Pupil or Parents or for loss or damage to property.

11. Intellectual Property

- a. Copyright: The School acknowledges the right of the Pupil to assert copyright in respect of work of which the Pupil is the sole author. The School, however, reserves sole copyright in any original literary, musical, dramatic or artistic work created by the School or by Pupils for purposes associated with the academic, artistic or cultural life of the School.
- b. Patent - The School shall honour the right of the Pupil to be named as the inventor in any application for a patent relating to an invention devised solely by the Pupil and as the joint inventor in any application for a patent relating to an invention devised jointly by the Pupil and any other person.

12. General Conditions

- a) Waiver - Any indulgence, relaxation or non-enforcement by the School of its rights under these terms and conditions shall not act as a waiver of and shall be without prejudice to those rights.
- b) Progress Reports - Each term, a report is given on each Pupil either through a meeting or a written report.
- c) Consultation: It is not practicable to consult with Parents and Pupils over every change that may take place. Whenever practicable, however, Parents will be consulted and given at least a term's notice of a change of policy or a change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care. For example, notice may be given of a proposal to remove a subject from the curriculum.
- d) Prospectus - In the prospectus are set out some details of the School, its history and facilities. Although the contents are believed to be accurate at the time of printing nothing contained in the prospectus shall form part of any Agreement between the School and the Parents or any other person and the Parents confirm that they have not relied on its contents in entering into the Agreement
- e) Interpretation - Headings and sub-headings are for ease of understanding only and do not form part of these terms and conditions This document will be construed as a whole and in conjunction with the Acceptance Form and any information sheets,
- f) Third Party Rights: Only the School and the Parents are parties to this contract, The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil 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 Pupil and vice versa.

- g) Jurisdiction: This contract was made at the School and is governed exclusively by English law.

- h) 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 word/s, alone or in combination, infringe the Unfair Terms in Consumer Regulations 1994 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.

(Policy reviewed on 3rd September 2012)