

# STANDARD TERMS AND CONDITIONS



## A. INTRODUCTION

**1. These terms and conditions,** together with the letter of offer of a place at the school, receipt of deposit, the Application for Admission Form and the Schedule of Fees, form the basis of a legal contract for educational services between you and Colston Bassett School Limited. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party. The terms and conditions are intended to promote the education and welfare of pupils and the stability, forward-planning and development of Colston Bassett School Limited.

**2. Variations:** These terms and conditions and the Schedule of Fees are subject to change from time to time.

**3. Our prospectus and School website:** The School's prospectus and website are not contractual documents. The School website contains a number of policies and procedures which can be viewed by parents. Printed copies are available from the School office on request.

**4. Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out in our Schedule of Fees document.

**5. Managing Change:** Colston Bassett School, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. Please see Section I for further details of the changes that may be made and the consultation and notice procedures that will apply.

## B. TERMINOLOGY

**6. "The School"/"We"/"Us"** means Colston Bassett School as now or in the future constituted (and any successor). The School is constituted as a limited company.

**7. "School Directors"** means the Directors of the School who are responsible for governance of the School.

**8. "The Head"** means the Head of the School as appointed by the School Directors. The Head is responsible for the day-to-day running of the School.

**9. "The Parents"/"You"** means any person who has signed the Application for Admission. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions.

**10. Parental Responsibility:** Those who have "Parental Responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are party to this contract 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.

**11. "The Pupil"** means the child named on the Application for Admission. The age of the Pupil will be calculated in accordance with UK custom.

## C. ADMISSION AND ENTRY TO THE SCHOOL

**12. Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time which are detailed in the Admissions Policy. "Admission" occurs when Parents accept the offer of a place. "Entry" occurs on the date when a pupil attends the School for the first time under these terms and conditions.

**13. Equality:** The School is a mainstream day school for boys and girls aged from 4-11 years. The School has a Christian ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, we can cater adequately.

**14. Offer of a Place and Deposit:** A deposit as shown on the Schedule of Fees for the relevant year will be payable when Parents accept the offer of a place. The Deposit will be repaid by means of a credit without interest to the final invoice of Fees at the end of the final term (Year 6) less any deductions for unpaid extras, fees, interest etc.

## D. PASTORAL CARE

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

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

**17. Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare. Please also see Section E below.

**18. Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil or any education issue or other matter connected to the School must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure can be supplied on request. See also Clause 55 below.

**19. Physical Contact:** Parents give their consent to such physical contact with the Pupil as may accord with good practice, or as may be appropriate and proper for teaching and instruction or for providing comfort to the Pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare. The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School and extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

**20. Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence any known medical condition, physical or mental health problem or allergy affecting the Pupil; any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family; or any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil; any family circumstances or court order which might affect the Pupil's welfare or happiness; or any concerns about the Pupil's safety.

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

**22. Special Precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or any other member of the School community.

**23. Leaving School Premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if they leave School premises in breach of School Rules or Regulations.

**24. Communication with Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents.

**25. Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

**26. Pupil's Personal Property:** The Pupil is responsible for the security and safe use of all their personal property including for example watches, calculators, musical instruments and sports equipment, and for property lent to them by the School.

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

**28. 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.

## **E. HEALTH AND MEDICAL MATTERS**

**29. Medical Declaration:** Before the Pupil enters the School the Parents will be asked to complete a Child Health Form concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, physical or mental health problem or allergy, disability, special educational need or any behavioural, emotional difficulty and /or social difficulty, or will be unable to take part in games or sporting activities, or has been in contact with an infectious or contagious disease.

**30. Medical Information:** Throughout the Pupil's time as a member of the School, the School shall have the right to disclose confidential information about the Pupil if it is 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.

**31. Emergency Medical Treatment:** The Parents authorise the Head to consent on behalf of the Parents to the Pupil receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations performed by the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

## **F. EDUCATIONAL MATTERS**

**32. Provision of education:** The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The School cannot guarantee that the pupil will achieve his/her desired examination results or that results will be sufficient to gain entry to other chosen educational establishments. Parents should have realistic expectations about the educational abilities of their child. The School will undertake to exercise reasonable skill in respect of the education of the pupil and offers a broad, challenging and rewarding curriculum for all pupils regardless of their academic ability.

**33. Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. Classroom arrangements and setting of class sizes may change from year to year and from time to time and will depend mainly on any new pupil intakes and the mixture of abilities and aptitudes among the pupils. Parents must trust School staff's professionalism and not interfere in the School's teaching arrangements, management of the School, or delivery of the curriculum. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's class teacher, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.

**34. Progress Reports:** The school provides advice to parents and guardians about the progress of their children and choices for their next school. We hold termly parents' meetings to discuss progress and an Open Morning during the Spring term where parents can review all their child's work. We maintain a good dialogue with parents and have an 'Open Door' policy whereby parents can request additional meetings during the school year to address any specific concerns or queries. Written reports are issued during the Autumn and Summer terms.

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

**36. 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. The School staff are not, however, qualified to make a professional diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties. Parents will be advised by school staff if in their professional opinion, a pupil begins to show signs of having a learning difficulty. The School may recommend that an independent formal assessment is carried out by specialists which will be arranged by the parents and at their own expense. If the School recommends that a Pupil requires specialist help, assessment or teaching for a potential learning difficulty and the Parents reject that advice, the responsibility for that action rests with the Parents. The School will not accept responsibility for any claim that the Parents may later make in relation to the School's recommendation and the Parents rejection of that advice.

**37. Information about Learning Difficulties:** The Parents shall notify the Head when completing the Registration Form, the Application for Admission or the School's Child Health Form and subsequently in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a learning difficulty. The Parents must provide the School 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 Head and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a pupil's learning difficulty. The School reserves the right to charge for the provision of additional teaching provided, where these are not covered by our reasonable adjustment duty.

**38. 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 Pupil in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in the creation/development of intellectual property.

**39. Pupil's Original Work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil. We will take reasonable care to preserve the Pupil's work undamaged, but this will only be for a period of twelve months after a pupil has left the School due to the limited storage facilities available at the School. The School cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head and staff.

**40. Educational Visits:** A variety of educational visits will be provided for the Pupil. Any educational visit which is subject to an additional charge, or involves an overnight stay; or occurs during a weekend or School vacation; or involves some element of high risk or adventure activity will be subject to a separate agreement. The cost of such a visit will be payable in advance. The Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit. All additional costs of special measures (such as medical costs, taxis, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Pupil from taking part in an educational visit while overdue fees remain unpaid.

## **G. BEHAVIOUR AND DISCIPLINE**

**41. School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the School Directors to the Head. The Head is entitled to exercise a wide 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 Pupil is at issue.

**42. Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Pupil will take a full part in the activities of the School including representing school teams where required, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Policies and rules about the wearing of uniform and general appearance.

**43. Behaviour Policy:** The School Policies which apply are set out in the parent handbook, on the school website and other documents published from time to time. Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.

**44. School Discipline:** The Parents hereby confirm that they accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's Behaviour Policy which is current at the time and is available on the School website applies to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.

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

**46. Sanctions:** The School's current policies on sanctions are detailed in the School's Behaviour Management Policy which is available to Parents on request before they accept the offer of a place. This policy may undergo reasonable change from time to time but will not authorise any form of unlawful activity.

**47. Terminology:** The definitions in this clause apply in these terms and conditions:

“Suspension” means that the Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Directors’ Review. “Withdrawal” means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice required under these terms and conditions at any time after the Pupil has entered the School. Please see clause 12 for details of when entry to the School occurs.

“Expulsion” means that the Pupil is required to leave the School permanently in circumstances described in clause 48 and “Removal” means that the permanent removal of the Pupil from the School is required in circumstances described in clause 51.

**48. Expulsion:** The 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 discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head’s decision shall be subject to a Directors’ Review if requested by the Parents. The Pupil shall be suspended from the School pending the outcome of the Review.

**49. Fees after Expulsion:** Should the Head exercise her right under clause 51 below, and, if the decision is the subject of a Director’s Review and is upheld and the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms. There will be no charge to fees in lieu of notice but save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sum due to the School will be payable.

**50. Unreasonable or otherwise inappropriate Parental Behaviour:** Parents must at all times treat members of school staff with fairness, courtesy, respect; Parents are expected to give their support and encouragement to the aims of the school and to uphold and promote its good name; Parents are expected to maintain a constructive and positive relationship with the staff.

**51. Removal in other Circumstances:** The Parents may be required to remove the Pupil permanently from the School, if, the Head is of the opinion that by reason of the Pupil making little progress owing to persistent lack of effort, bad behaviour, or lack of respect for the school, or, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School, or, if the Parents have treated the School or members of its staff in an unreasonable way (see clause 50). The Head also reserves the right to ask the parents of a pupil(s) to immediately remove such a pupil(s) if there has been an irretrievable breakdown in the necessary relationship of trust, loyalty, communication and goodwill between the parents of the pupil(s) and the school and /or staff. In these circumstances, the Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School. The Head’s decision to require the Removal of the Pupil shall be subject to a Directors’ Review if requested by the Parents. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 54.

**52. Cancellation:** (a) The School shall be entitled to cancel this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this or any similar agreement with the School and have not (in the case of a breach which is capable of remedy) remedied the same within (14) days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions). For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this agreement: (i) failure to pay any fees or supplemental charges on time on more than one occasion; (ii) you (as opposed to your child) acting in such an unreasonable way as to give the Head cause to expel your child under Clause 51 of this agreement; (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this agreement. (b) Either party may cancel this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School’s case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason. (c) For the avoidance of doubt, this agreement shall end at the end of your child’s schooling.

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

**54. Directors’ Review:** The Parents may request a Directors’ Review of a decision to expel or require the removal of the Pupil from the School (but not a decision to suspend the Pupil unless the suspension is for 11 School days or more). The request must be made as soon as possible and in any event within seven days of the Head’s decision being notified to the Parents. The Head will advise the Parents of the procedure (current at that time) under which such a review will be conducted. The School Directors will make up the Review Panel along with an independent panel member nominated by the School and approved by the parent (approval not to be unreasonably withheld). For the avoidance of doubt, the Director’s review will meet all requirements in respect of procedural fairness.

**55. Complaints Procedures:** A complaint about any matter of School policy or administration not involving an Expulsion or Removal of the Pupil must be made in accordance with the School’s published complaints procedure, a copy of which is available on the School website. Every reasonable complaint shall receive fair and proper consideration and a timely response.

## H. EVENTS BEYOND THE CONTROL OF THE PARTIES

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

**57. Notification:** If either the School or the Parents 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.

**58. Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 56 above shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

**59. Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 56 may terminate this agreement by providing at least three working days’ notice in writing to the other party

## I. GENERAL CONTRACTUAL MATTERS

**60. Data protection:** By signing the Application for Admission or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and, so far as they are able, on behalf of the Pupil consent to the processing by the School of personal information including: financial information relating to the Parents; sensitive personal information relating to the Parents and / or the Pupil as is deemed necessary for the legitimate purposes of the School.

**61. 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 pupils, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.

**62. Change:** The School, as any other, is likely to undergo a number of changes during the period of this agreement. 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 procedures, the disciplinary framework, and the length 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.

**63. Consumer Protection:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. 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.

**64. Consultation:** It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and where possible given at least a Term's notice in writing of: a change of ethos or culture; a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or a change of ownership of the School.

**65. Representations:** The School's prospectus and website describe the broad principles on which the School is operated 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, website, or on a statement made by a member of staff or a pupil they should seek written confirmation of that matter from the Head.

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

**67. 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.

**68. Jurisdiction:** This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

**Colston Bassett School Limited:** A Limited Company

Registered in England No: 6077784

Registered Office: 22-24 Harborough Road, Kingsthorpe, Northampton NN2 7AZ