

New Hall School
Chelmsford, Essex CM3 3HS
Telephone: 01245 467588 Fax: 01245 464348

STANDARD TERMS AND CONDITIONS

1. The School

- a) **The school** is New Hall School which includes the Junior Division known as New Hall Preparatory School, the Senior Girls' Division, the Senior Boys' Division, and the Sixth Form acting by the Governing Body as now or in the future constituted.
- b) **The Principal** is the person appointed by the School to be responsible for the students and includes those to whom any of the duties of the Principal or the school have been responsibly delegated. With respect to New Hall Preparatory School, the duties of the Principal are normally carried out by the Headteacher of the Preparatory School, or may responsibly be delegated to another senior member of the Preparatory School staff.
- c) **The parent/s** means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at the School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Standard Terms and Conditions. Parents are expected to give their support and encouragement to the aims of the School and to uphold and promote its good name; to continue the student's education at home and to ensure that the student maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.
- d) **Our aims:** The aims of the school are described in the Prospectus. The school aims to strike the balance between academic and practical work, physical education, moral and spiritual development and the pursuit of leisure activities. We are committed to high standards of teaching and care and we welcome parental contact. The school is an environment in which students are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.
- e) **Changes at the school:** A successful school must initiate and respond to change. The offer of a place and its acceptance are given on the basis that, in the interests of the school as a whole, reasonable changes may be made from time to time to these standard terms and conditions and to any other aspect of the School. Any such changes shall be posted on the School's website at www.newhallschool.co.uk and reference should be made to the website for the latest version of these terms and conditions. Any variations shall come into effect from the date on which they are posted to the website. Fee levels will be reviewed each year and there will be reasonable increases from time to time. If the ownership or legal status of the school changes, the School's rights and obligations under these Standard Terms and Conditions will be deemed assigned to the new entity. Parents would be consulted and/or given adequate notice of any significant proposals or change of policy likely to affect the school community as a whole.
- f) **The Standard Terms and Conditions:** We believe that these Standard Terms and Conditions reflect the customs and practice of independent schools for many generations. The rules about change and about notice and fees in lieu of notice and the other rules set out below are provided in good faith. They promote stability, forward-planning and the proper resourcing and development of the School. They help also to protect parents from increases in fees and liabilities caused by the defaults of others. Any waiver is effective only if given in writing by the Principal personally. The *Fees List* and the *School Rules*, as varied from time to time, are part of these Standard Terms and Conditions. Nothing in these Standard Terms and Conditions affects the statutory rights of parents.

2. Care and Good Discipline

- a) **Parents' authority:** 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 student's welfare. Parents consent to such physical contact as may be lawful, appropriate and proper for teaching and to provide comfort to a student in distress or to maintain safety and good order or in connection with the student's health and welfare. Parents authorise the Principal to consent on their behalf to the student receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under NHS or at a private hospital where certified by a person who is appropriately qualified, to be necessary for the student's welfare and if Parents cannot be contacted in time.
- b) **Disclosures:** The parents must, as soon as possible, disclose to the school in confidence any known medical conditions, health problem or allergy affecting the student, any history of a learning difficulty on the part of the student or any member of his/her immediate family, or any family circumstances or court order which might affect the student's welfare or happiness, or any concerns about the student's safety.
- c) **The student's health:** The Principal may at any time require a medical opinion or certificate as to the student's general health. The age of the student will be calculated in accordance with UK custom. Parents must inform the Principal in writing if the student has 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. There is a school Medical Officer and all boarders, entering the school are required to have a medical examination. Parents must comply with the school Medical Officer's quarantine regulations as varied from time to time.
- d) **Conduct and attendance:** We attach importance to courtesy, integrity, manners and good discipline. The student is expected to take a full part in the activities of the school, to attend punctually on each school day and to comply with the School's Rules. Each student and parent is given a copy of the Handbook, which contains information about the ethos and rules at the school. Each student *and parent* should read the School Rules.
- e) **Conduct of the school:** The Principal is responsible for the care and good discipline of students while they are in the charge of the school or its staff and for the day-to-day running of the school and the curriculum. The Principal is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of school discipline, and removal or expulsion under clause 6 below. The Principal is not responsible, unless negligent, for a student who is absent from the school in breach of school discipline. It is a condition of remaining at the School that parents and the student (including a student aged 16+ and 18+) accept the school regime and the Rules (in so far as they are lawful and reasonable) as to appearance and dress and the rules of school discipline that apply from time to time.
- f) **Leaving school premises:** A student leaving school premises without permission is in breach of the School's Rules and will face disciplinary action (which may include required removal). However, the School is not, under normal circumstances, able physically to prevent a student leaving school premises and is not entitled to do so in the case of a student aged 16+. A student will normally be asked for details as to mode of travel and the address and a contact telephone number where the student can be contacted when not at school premises.

3. Admission and entry to the school

- a) **Offer of a place and deposit/s:** Admission and entry will be subject to the availability of a place and the student satisfying the admission requirements at the time. If, in due course, a place is offered, the deposit/s will be payable when parents accept the offer. Details of deposits are set out in the *Fees List*. The Acceptance Deposit will be repaid by means of a credit without interest to the final payment of fees or other sums due to the school on leaving. Until credited it will form part of the general funds of the school.
- b) **Overseas students:** Where the school is to act as a sponsor for an overseas student seeking a visa for study in the United Kingdom, the school is entirely reliant on the parents providing accurate and up to date information in relation to the student in order to satisfy itself as to whether or not it can or should act as a sponsor. The parents agree to fully indemnify the school against any loss, damage, costs, expenses fines or fees suffered by the School as a result of inaccurate or misleading information having been given to the School concerning the student.
- c) **Moving up to the senior school :** Entry to the Senior School is by the school's own entrance examination, an interview and a report from the applicant's current school.

4. Fees and extras

- a) **Items covered:** *Fees* cover the normal curriculum together with most books and stationery. Other items incurred by the school or the student may be charged as *Extras*. The student is for these purposes agent of the parents. *Damage* done by a student, other than fair wear and tear, may be separately invoiced and must be paid as an extra.
- b) **Payment of fees and extras:** The parents undertake to pay the fees applicable in each school year. Each invoice must be paid before the first day of term except for students whose first term is the Michaelmas Term, when the invoice must be paid by 1 August. A student may be excluded from the school at any time when fees are unpaid and will be *deemed withdrawn* without notice 28 days after exclusion (then a term's fees in lieu of notice will be payable.) The School is agent only in respect of any goods and services, which are supplied by a third party via the School to students or their parents. 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, (provided that the school remains open to a student who wishes to stay at school during that period) or for any other cause except in the sole discretion of the Principal. 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.
- c) **Payment of fees by a third party:** An agreement with a third party to pay the fees or any other sum due to the School does not release the parents from any liability under these terms and conditions unless an express release has been given in writing signed by the Bursar. The school reserves the right to refuse a payment from a third party.
- d) **Late payment:** The right is reserved to make late payment charges. Failure to make payments by due dates will result, in respect of any unpaid amount and applied from the first day of each term, a surcharge at such rate (but which shall not be less than £10 per week) as shall from time to time be set by the School for recouping all interest and administration and legal costs in relation to any sums that are unpaid by the due date. It is agreed that the amount of all late payment charges should reflect the commercial rates that would be applied by a financial institution in a case of unauthorised and unsecured borrowing. Such charges will be recoverable by action if necessary. Cheques delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. Any sum tendered that is less than the sum due and owing may in any event be accepted by the School on account only. The rules in clauses 4 and 5 of these terms and

conditions are intended to protect those parents who pay fees on time and to safeguard the School against consequences of the defaults of others.

- e) **Scholarships and bursaries:** Every scholarship and bursary is subject to high standards of behaviour, attendance and work. The terms of a scholarship or bursary and in particular the terms upon which benefits may become repayable are set out in the offer letter (where applicable) to parents.
- f) **Instalment arrangements:** An agreement by the school to accept payment of fees by standing order or direct debit or any other arrangement for payment of fees by instalments will cease automatically in the event of any default for 30 days or more. On ceasing, the full amount of fees then due shall be payable forthwith as a debt and interest will start to accrue.

5. Events Requiring Notice in Writing

a) Definitions

Notice to be given by parents means (unless the contrary is stated in these terms and conditions) **a term's written notice addressed to and actually received by the Principal. No other notice will suffice. Notices must be hand delivered or sent by recorded or guaranteed delivery post to the school address. It is expected that parents will consult with the Principal before giving notice to withdraw a student.**

Provisional Notice is valid only for the term in which it is given and only when written and accepted in writing by the Principal who shall have absolute discretion as to whether or not to accept any Provisional Notice as valid. The Principal shall act with procedural fairness in exercising this discretion and shall take into account the needs of other students and the demand for places at the School during the following term. If the Principal accepts the validity of any Provisional Notice then confirmation as to whether the student will in fact be removed at the end of the relevant terms shall be given in writing by the parents to the Principal within four weeks from the date of the Provisional Notice. If no such written confirmation is received then in every case the Provisional Notice shall lapse and no further Provisional Notice shall be given for the remainder of the same term. These provisions are designed to prevent situations arising where the school remains unaware as to whether or not a student will be leaving until the end of the term in which Provisional Notice has been given, by which time it may be too late to recruit another student to fill the place by the beginning of the following term.

Term means the period between and including the first and last days of each school term.

A Term's Notice means notice given before the first day of a term and expiring at the end of that term.

Notice (Year 11 parents) Parents who do not wish the student to enter the Sixth Form in the Michaelmas Term must give notice before 28 February in the respective year.

Fees in lieu (of notice) means fees in full for the term of notice at the rate that would have applied had the student attended and not limited to the parental contribution in the case of a scholarship or bursary.

- b) **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 student 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 withdraw giving a full term's notice before entry will not have to pay fees in lieu but the deposit will be retained by the school.
- c) **Withdrawal from the school:** A term's notice must be given before a student is withdrawn from the school or a term's fees in lieu will be immediately due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled. The student's decision to withdraw from the school shall, for these purposes, be treated as a withdrawal by the parents.

The *school year* is deemed to start on 1 September in each year. The main reason for these rules is to ensure that the School has sufficient notice with which to plan fee levels, other resources and the curriculum.

- d) **To discontinue an extra & other events requiring written notice:** A term's written notice is required to discontinue an extra or a term's fees for the extra will be immediately payable in lieu as a debt. The school may terminate this agreement on one term's written notice sent by ordinary post and otherwise under clauses 6 a) and b) below.

6. Removal and Expulsion of a Student

- a) **Removal at the request of the school:** Parents may be required, during or at the end of a term, to remove the student, without refund of fees, temporarily or permanently from the school or from boarding if, after consultation with the student and/or a parent, the Principal is of the opinion that by reason of the student's conduct or progress, the student is unwilling or unable to profit from the educational opportunities offered by the school (or 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. The Principal shall act with procedural fairness in all such cases and shall have regard to the interests of the student and the parents as well as those of the school. The acceptance deposit will be refunded in the event of removal from the school and fees in lieu of notice will not be charged but all outstanding fees will be payable in full. A Governor's Review of the Principal's decision will be offered.
- b) **Expulsion:** A student may be expelled from the school if it is proved on the balance of probabilities that the student has committed a 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, there will be no refund of fees following expulsion (and all unpaid fees must be paid). The Acceptance Deposit will not be returned/credited; but fees in lieu of notice will not be charged. A Governor's Review of the Principal's decision will be offered.
- c) **Discretion of Principal:** The decision to exclude, suspend or require removal or expel a student and the manner and form of any announcement shall be in the sole discretion of the Principal. In no circumstances shall the School or its staff be required to divulge to parent/s or others any confidential information or the identities of students or others who have given information which has led to suspension, the requirement to remove or expulsion or which the Principal has acquired during an investigation.
- d) **Governors' review:** In the event of expulsion or of a student's removal being required, the Principal will advise parents of the procedure (of which copies are available on request) under which a written application for a review by the Governors of the decision may be made.
- e) **Access:** A student who has been withdrawn, excluded, suspended, removed or expelled from the school has no right to enter school premises without the written permission of the Principal.

7. Boarding

- a) **Medical matters:** Each boarder, unless otherwise agreed by the Principal, will be registered on the National Health Service list of the School Medical Officer and the School Dentist.
- b) **Change from boarding to day:** A term's written notice is required before a student changes from boarding to day status or a term's difference in fees will be payable in lieu. For these purposes 'flexi-boarding' is classed as day status. The Principal may at any time require removal of the student, temporarily or permanently, from boarding in any of the circumstances described at clause 6(a) or (b) above. In that event, there will be no refund of fees for the balance of that term.
- c) **Fees in lieu of notice:** The fees in lieu rate for a boarder is the boarding rate.

- d) **Travel arrangements:** The right is reserved to charge all administration and other expenses including staff supervision where the school has to make travel or other arrangements for the student before, during or at the end of a term.
- e) **Overseas students:** For ease of administration, a deposit of one term's fees applicable to the student and in accordance with the Fees List is normally charged. The deposit will be repaid by means of a credit to fees for the final term. Until credited, the deposit will form part of the general funds of the School.
- f) **Education guardians:** A student of any age whose parents are resident outside the United Kingdom must have an education 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 authorities when necessary. The school can accept no responsibility during exets, half term or the holidays for students whose parents are resident abroad and the 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 education 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 have acted as guardians in the past. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian.

8. General Conditions

- a) **Special precautions:** The Principal needs to be aware of any matters that are relevant to the student's security and safety. The Principal must therefore be notified in writing immediately of any court orders or situations of risk in relation to a student for whom any special safety precautions may be needed. A parent may be excluded from school premises if the Principal, acting in a proper manner, considers such exclusion to be in the best interests of the student or of the school.
- b) **Residence during term time:** The Principal must be notified in writing immediately if a student will be residing other than with a person who has parental responsibility.
- c) **Contact telephone number:** The school requires at all times, in writing, the name, address and telephone number for 24 hour contact of parents or an adult to whom parental responsibility has been delegated.
- d) **Liability and insurances:** The school does not, unless negligent, accept responsibility for accidental injury or loss of property. The school undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of parents including insurance of the student's personal property whilst at school or on the way to or from school. The school is not the agent of the parents for any purpose related to insurance.
- e) **Students' personal property:** Students are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly marked with the owner's name. A student may not bring any item of equipment on to school premises that runs off mains electricity without the prior written permission of the Principal or Bursar.
- f) **Concerns/complaints:** Parents who have cause for serious concern as to a matter of safety, care or quality of education must inform the Principal without delay.
- g) **Learning difficulties:** Each student will be 'screened' for learning difficulties during the first term at the school and at Key Stages thereafter. Parents will be notified if it appears that formal assessment by an educational psychologist is advisable or the student is falling behind with studies. A formal assessment can be arranged by the school at the parents' expense, or by the parents. Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or other learning difficulties. Parents will be asked to withdraw the student without being charged fees in lieu of notice if, in the opinion of the Principal, the school cannot provide adequately for a student's special educational needs.

- h) **Confidentiality:** The school will take care to preserve the confidentiality of information concerning the student and parents. Parents, however, consent on behalf of themselves and the student to the school (through the Bursar as the person responsible) obtaining, holding, using and communicating on a “need to know” basis, confidential information which, in the opinion of the Principal, is material to the safety and welfare of the student and others, including a student aged 16 and over. The parents consent also to the school communicating with any other school which the student attends or which the parent proposes the student should attend about any matter concerning the student or about payment of fees, whether or not the information imparted is also held in machine-readable form.
- i) **Examinations, reports and references:** The school will enter a student’s name for an examination if the Principal is satisfied that such is in the best interests of the student. Information supplied to parents and others concerning the progress and character of a 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. Where parents are separated or divorced, reports and other information will be sent to the person with whom the student normally resides. Duplicate reports will not normally be sent. If they are sent, a small charge will be made.
- j) **Intellectual property:** The school reserves all rights and interests in any intellectual property rights arising as a result of the actions of a student in conjunction with any member of staff of the school and/or other students at the school for a purpose associated with the school. Any use of any such intellectual property rights by a student is subject to the terms of a licence to be agreed prior to the use between the student, his/her parents and the school. The school will allow the student’s role in creation/development of intellectual property rights to be acknowledged.
- k) **Representations:** The school’s prospectus and website describes 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 is 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 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.
- l) **Photographs:** It is the custom and practice of most independent schools, and of this school, to include some photographs or images of students 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 Principal requesting an acknowledgement of their letter.
- m) **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 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.
- n) **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 the student are binding on the parents. All requests and authorities by the student are treated as being made on behalf of the parents.
- o) **Force Majeure:** The school shall have no liability to the parents or students under these terms and conditions if it is prevented from, or delayed in performing, its obligations under the contract or from carrying on its business of providing educational services by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the school or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, disease or illness, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. The school will during any such period of force majeure take all reasonable steps to provide educational services by making use of any methods considered appropriate (including the provision of on line educational services) to maintain continuity of education for students. In the event that an incident of force majeure arising which prevents or delays the school’s performance of any of its obligations under this agreement, the school will immediately give you notice by posting information concerning the event on the school’s website and/or writing to you with details of the event. Fees in relation to any term during which any incident of force majeure takes place shall remain payable in full unless the School at its own discretion and taking into account any alternative educational services it has provided during an incident of force majeure decides otherwise.
- p) **Interpretation:** These terms and conditions supersede those in the prospectus and elsewhere and will be construed as a whole. Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of the terms and conditions.
- q) **Disputes** If any dispute arises in connection with this agreement, the parties will consider attempting to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR.
- r) **Jurisdiction:** This contract was made at the school and is governed exclusively by English Law.

“New Hall School” is the business name of New Hall School Trust registered in England as a company limited by guarantee.
Registered Office: Charter Court, Newcomen Way, Severalls Business Park, Colchester, Essex CO5 9YA
Company Limited by Guarantee Number 05472420 Registered in England and Wales
Registered charity number 1110286