

Terms and Conditions

A. Introduction

The aim of these Terms and Conditions is to underwrite the smooth operation of the School by achieving a balance of fairness between the rights and needs of parents and their children and those of the school community as a whole.

The offer of a place and its acceptance gives rise to a legally binding contract for educational services on the basis of these Terms and Conditions.

Our prospectus, website and any other promotional material, although all believed to be correct, are not contractual documents.

B. Terminology

1. "We" or "the School" means the legal entity carrying on business as Cranmore School as it is now or may in the future be constituted.
2. "The Governors" means the Governors of Cranmore School as appointed from time to time.
3. "The Headmaster" means the person appointed by the Governors to be responsible for the day-to-day management of the School, including anyone to whom those duties have been duly delegated.
4. "You" or "Parents" means any person who has signed the Acceptance Form and/or has accepted responsibility for a child's attendance at the School. Parents are legally responsible jointly and severally for complying with their obligations under these Terms and Conditions.
5. "Your child" means the child named on the Acceptance Form.

C. Acceptance and Deposit

6. You accept an offer of a reserved place for your child at the School by submitting a completed Acceptance Form and paying the Deposit.
7. The Deposit is the final stage in securing a firm place and is not refundable if your child does not take up a place at the School. The Deposit will form part of the general funds of the School until it is credited without interest but net of any Fees due to the School, within four weeks after the end of your child's final term.

D. Fees

8. The term "Fees" in these Terms and Conditions include each of the following charges:
 - 8.1 Tuition Fees;
 - 8.2 The Deposit; and where applicable, any late payment charges; fees for extra tuition; other extras such as items ordered by a Parent or their child; and charges arising in respect of School trips and damage where your child has caused wilful loss or damage to School property or the property of any other person.
9. All costs incurred in the usual course of the education of your child by the School, including the provision of any necessary educational materials, shall be met from the termly Tuition Fees unless otherwise notified by the School.
10. Any extra-curricular activities such as private music lessons, trips and visits shall be deemed to be supplemental to items met by the Tuition Fees and charged for

accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the Tuition Fees.

11. All Fees and supplemental charges are payable in accordance with the terms set out in the Schedule of Fees. Fees invoiced to you are due and payable before the first day of the term to which they relate. Unpaid Fees shall be subject to interest at the rate of 3% above the base rate published from time to time of Lloyds Banking Group plc. Payment will not be considered to have been made until cleared funds are credited to the School's account.

12. You 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 yours. Where two persons have signed the Acceptance Form one may withdraw from his or her contract with the School upon giving one complete term's notice in writing provided always that they have obtained the written consent of both the School and the other person.

13. An agreement with a third party to pay the Fees does not release you from liability if the third party defaults and does not affect the operation of these Terms and Conditions unless an express release has been given in writing by the School.

14. Legislation on money laundering requires the School in some circumstances to obtain satisfactory evidence of the identity of a person who is paying the Fees. Cash payments cannot be accepted from Parents or third parties under any circumstances.

15. The Governors reserve the right to increase Fees without prior notice although every effort will be made to give at least one term's notice. The Governors review Tuition Fees annually and apply any increase from the beginning of the calendar year. The Governors will give at least a term's notice of any increase in the Fees but reserve the right to make increases without notice or at other times in the event of exceptional and/or unforeseen circumstances.

16. The School reserves the right to refuse to allow your child to attend the School or to withhold any references while Fees remain unpaid. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding Fees.

17. Fees will not be reduced as a result of absence due to illness or otherwise.

18. The School will make a charge to Parents to cover the cost of breakages or damage or losses of exercise books, library books or textbooks where this is a result of their child's misbehaviour.

E. Notice Requirements

19. The School's affairs are organised on a termly basis. It is therefore not possible to reduce the amount of Fees due or to obtain a refund of Fees by withdrawing your child or by your child ceasing to participate in an activity part-way through a term.

20. If you wish to withdraw your child from the School (other than at the normal leaving date) you must give a term's notice to that effect in writing addressed to and received by the Headmaster. The Headmaster must receive notice before the first day of your child's final term, failing which payment of a full term's Tuition Fees will be due in lieu of notice. Such Fees in lieu shall become due and payable on the first day of your child's final term at the School.

21. If you wish to withdraw your child from an extra-curricular activity for which Fees are

payable you must give either a complete half term's notice to that effect in writing addressed to and received by the Headmaster or you must pay to the School a half term's charges in lieu of notice for the activity in which your child has ceased to participate.

F. School Rules and Streaming

22. It is a condition of admission to and remaining at the School that your child complies with the School rules as amended from time to time. In particular you undertake to ensure that your child:

22.1 Attends School punctually;

22.2 Is present in School throughout the term. In particular you are asked to plan family holidays within the School holiday periods and to ensure that if your child is selected for a team s/he is available to represent the School at weekend matches;

22.3 Brings a letter from you to his class teacher upon your child's return to School after an absence due to ill health or for any other reason giving an explanation for his/her absence; and,

22.4 Conforms to such rules of appearance, dress and behaviour as may be required by the School from time to time.

23. The School reserves the right to monitor your child's e-mail communication and internet use for the purpose of ensuring compliance with the School rules.

24. The School has full discretion in the organisation of the classes in any year group. The School's policy on streaming, setting and class sizes may change from time to time. The Headmaster's decision on the allocation of any child to a particular class or set is final.

G. Contact with the School

25. Formal meetings between Parents and staff are held at least once each year.

26. On other occasions staff are always happy to discuss your child's progress with you by appointment.

27. Parents are asked to contact the Headmaster's secretary about routine matters and appointments with the Headmaster and the staff.

28. The School has a procedure for the handling of Parents' complaints or problems set out in a document entitled "Cranmore School – Complaints Procedure" as amended from time to time. A copy will be provided to you upon request.

H. Health and Care

29. The health and care of your child during the school day are the joint responsibility of the Headmaster and the staff.

30. You must not send your child to School suffering from an infectious or contagious illness. In case of sickness and diarrhoea your child must have had at least 24 hours free of symptoms before returning to School. The School is entitled to send your child home in the event that it is believed that he is not well enough to attend School.

31. It is expected that all regular dental or optical appointments for your child will be arranged so as to take place outside school hours. You are encouraged to have your child's sight and hearing tested prior to his/her joining Lower Preps in September.

32. The Headmaster may at any time require a medical opinion or a medical certificate as to the health of your child.

I. Disciplinary Procedures

33. The Headmaster may suspend or expel your child from the School if his attendance, progress or behaviour (including behaviour outside school) is considered by the Headmaster to be seriously unsatisfactory and, in the reasonable opinion of the Headmaster, your child's removal from the School is in the best interests of the School community or those of your child or other children.

34. The Headmaster may require you to remove your child from the School if the behaviour of you or either of you is in the Headmaster's opinion unreasonable and this has any of the following consequences:

34.1 His/her or your behaviour affects or is likely to affect adversely your child's or another child's progress at the School or the well-being of School staff;

34.2 His/her or your behaviour causes unreasonable disruption to the smooth running of the School or excessive administration or organisational burden or cost; or,

34.3 His/her or your behaviour brings the School into disrepute.

35. In the event of a suspension your child has no right to enter and may not enter onto School premises during such suspension.

36. In the event of suspension or expulsion, you will not be entitled to any refund or remission of Fees paid or due and the Deposit shall be forfeited. However, in such circumstances, Fees in lieu of notice will not be payable.

37. The Headmaster is entitled to exclude you from the School premises in the event that he believes that you have treated a member of staff or the School unreasonably and concludes that exclusion is justified in all the circumstances.

38. In the event that the Headmaster, after consultation with you and your child, believes that your child is not flourishing sufficiently in the School, the Headmaster may require you to remove your child from the School, during or at the end of term and either temporarily or permanently. The Headmaster shall act reasonably in these circumstances and with procedural fairness.

39. Should the Fees be unpaid, the Headmaster is entitled to give five days written notice to you of his intention to exclude your child from the School. In the event that Fees remain outstanding for 28 days after exclusion for non-payment of Fees you shall be deemed to have withdrawn your child from the School without proper notice having been given and a term's Tuition Fees in lieu of notice shall become immediately due and payable.

J. The School's Obligations

40. Subject to these Terms and Conditions, we undertake to accept your child as a pupil of the School from the time of joining the School until the end of his/her preparatory schooling.

41. While your child remains a pupil of the School, we undertake to exercise all reasonable skill and care in respect of his/her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.

42. 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 at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.

43. We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your child's safety, health, well-being or otherwise to alleviate distress. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities, which may entail some risk of physical injury.

44. If your child requires urgent medical attention while in the School's care, we will, if practicable, attempt to obtain your prior consent. However, should we be unable to contact you then you authorise us to make any decision on your behalf should consent be required for urgent treatment (including anaesthetic, operation or blood transfusion) as recommended by a doctor.

45. We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concerns about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged a term's Tuition Fees in lieu of notice if in the opinion of the Headmaster the School cannot provide adequately for your child's special educational needs.

46. Your child will be required to take part in religious observance at the School, which shall be conducted in accordance with the guidance of the Roman Catholic Church. We undertake to respect the views and values of different denominations and faiths.

K. Parents' Obligations

47. It is a condition of your child's admission to the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy, which your child has or subsequently develops, whether long-term or short-term, including any infections.

48. You undertake to inform the School of any situations where special arrangements may be needed in relation to your child. It is expected that during term time pupils will live with their Parent or guardian. If this is not the case at any time and your child is residing during term time under the care of someone other than Parents or guardian already known to the School you must immediately inform the Headmaster in writing.

49. Where two people have signed the Acceptance Form, the School will be entitled (unless notified otherwise) to treat any communication from either person as having been given on behalf of them both. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to one person as having been made to both.

50. The Headmaster must be informed in writing of any reason for your child's absence from the School. Wherever possible the School's prior consent should be sought for absence

from the School. In the event of both Parents being absent from a pupil's home overnight or for twenty four hours or longer, then the Headmaster must be informed in writing and such written notice must contain contact details for the adult who will be caring for the pupil during the Parents' absence.

51. We cannot accept any responsibility for the welfare of your child while off the School premises unless he is taking part in a School activity or otherwise under the supervision of a member of the School staff.

52. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the Complaints Procedure.

L. Insurance and Liability

53. Your child shall be covered by the School's personal accident insurance scheme, the charge for which is included in the Fees. You must take your own insurance arrangements if you require cover for your child's personal property (e.g. laptops, musical instruments) while at School.

54. Your child is responsible for his/her own personal property and any property lent to him/her by the School. The School accepts no responsibility for accidental injury or loss that may be caused to you or your child or for loss or damage to property, other than where the School is negligent.

M. Confidentiality and Reference

55. You consent to the School supplying information and a reference in respect of your child to any educational institution, which you propose your child may attend.

56. Any reference or information provided by us shall be confidential. We will take care to ensure that all information that is provided to third parties relating to your child is accurate and any opinion given on his ability, aptitude for certain courses and character, is fair.

57. The School shall not be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given or correct statements of fact contained in any reference or report given by us howsoever arising.

58. You consent to our making use of information relating to your child whilst s/he is at the School and after s/he has left for the purposes of:

58.1 Managing relationships within the School;

58.2 Providing references; and,

58.3 Communicating with the body of former pupils.

N. Communication

59. All notices required to be given under these Terms and Conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these Terms and Conditions must be in writing and addressed to the Headmaster and sent to the School's address.

O. Miscellaneous

60. The School shall seek your permission before your child goes on a school trip. Provided the trip does not involve travel exceeding 100 miles from the School and does not involve an overnight stay then in the event that you do not reply to a request for consent, you consent to your child going on school trips. A separate charge will be made for such trips. The School rules will apply to your child on all school trips.

61. Photographs and images of the pupils of the School are used from time to time in the School's promotional literature such as the School's prospectus, website and social media. The School will not disclose the name of your child without your consent. In the event that you do not wish your child's photograph or image to be included in any such promotional literature then you should write to the Headmaster informing him of this and request an acknowledgement of your letter.

P. Interpretation

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

63. English law governs the contract between you and the School. You agree with us to submit to the exclusive jurisdiction of the English courts.

64. We reserve the right to change or add to these Terms and Conditions from time to time for legal safety or other substantive reasons in order to assist in the proper delivery of education at the School. The School will give you at least a term's notice of any such modifications.

65. Any person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this contract.