



Boundary Oak School
Fareham, Hampshire

TERMS AND CONDITIONS

January 2018

This version of the Boundary Oak School Terms and Conditions
supersedes all prior copies of this document.

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1. Definitions and Interpretation

"The School" is Boundary Oak, Fareham as now or in the future constituted

"Fees" means the fees set out in the Fees List, as varied from time to time, and cover the normal curriculum and the majority of textbooks and stationery

"Calendar" means the termly calendar supplied to each family

"School Handbooks" is the term used to describe collectively the Calendar, the Parent

Handbook supplied from time to time and the student planner supplied each school term to each family, containing information concerning the running of the School and the School's rules and regulations, as varied from time to time

"Head teacher" means the person appointed by the School to be primarily responsible for the pupils, the day-to-day running, as well as all aspects of teaching and learning.

"Parents" are those who have parental responsibility for the pupil and those referred to at paragraph 6.2, individually and jointly and "Parent" shall be construed accordingly

A Statement of Aims of the School, a copy of which is provided to each family on or before entry. These are displayed on the website and within the School premises.

"Prospectus" means the School's prospectus and the relevant papers sent with it or any similar document published by the School to set out its character aims and structure

"School Rules" means the rules of the School (a copy of the current version of which is provided to each family on or before entry) (as such rules may be amended from time to time and shown in the current School Handbooks and/or the subject of a separate notice to pupils or Parents)

"Term" means the period between and including the first day (i.e. the day when pupils are required to arrive as specified in the Calendar) and the last day of a school term

"the Terms and Conditions" means the terms and conditions set out in this agreement as varied from time to time and notified to Parents as mentioned in paragraph 4.4

Any consent given by Parents within the Terms and Conditions shall endure throughout the duration of the pupil's attendance at the School

In the Terms and Conditions the feminine shall include the masculine and vice versa and the singular includes the plural and vice versa.

2. The School

2.1. The School aims for its members to value and treat each pupil as an individual within a family community and to support differing needs whilst fostering an enjoyment of learning and a growth mindset.

2. The aims of the School are apparent from the Prospectus. While the Prospectus describes the broad principles on which the School is presently run, and gives an indication of the School's history and ethos, the Prospectus itself is not part of any agreement between Parents and the School. Should any Parent wish to rely specifically on any matter referred to in the Prospectus, this should be raised in writing with the Head and written confirmation obtained before entering into this agreement.

3. There is a broad and balanced curriculum which the School reserves the right to organise and deliver in a way which in the professional judgment of the Head is most appropriate to the School community as a whole.

2.5 The pupil will receive health and life skills education appropriate to their age in accordance with the national curriculum save to the extent that Parents have given formal notice in writing that they do not wish their child to participate in this aspect of the curriculum.

3. The Terms and Conditions

1. In formulating the Terms and Conditions, the School is reflecting the custom and practice of independent schools over many years. They are provided in good faith, and formulated specifically to promote forward planning for the continued stability, resources and development of the School. They are also intended to protect Parents from increases in fees and other liabilities caused by the defaults of others.

2. In the interests of certainty, any waiver or variation of the Terms and Conditions will be effective only if given by the Proprietor in writing.

3. The School's Fee List and the rules and regulations contained in the School Handbooks (as varied, in each case, from time to time) form part of the Terms and Conditions.

4. Parents have statutory rights which cannot be overridden by contract; these remain unaffected by the Terms and Conditions.

4. Changes at the School

1. A school, which succeeds for its pupils must be dynamic, prepared to initiate and respond to change - whilst recognising the importance of stability in the life of a developing child. Accordingly, the offer and acceptance of a place are given on the understanding that, in the interests of the School, reasonable changes may be made from time to time to the Terms and Conditions, to the size and location of the School, to its premises and facilities, to the academic and games curriculum, and to the structure and composition of classes. Changes may also take place in the rules and disciplinary framework, length of terms and/or of the School day, the way the School is run, and any other aspect of the School.

2. There will be reasonable adjustments in Fees and charges for Extras from time to time, and the level of these is reviewed at least once each year by the Proprietors.
3. If the ownership or legal status of the School were to change, the rights and obligations of the School under the Terms and Conditions will be deemed to be assigned to the relevant new entity.
5. Issues of Care and Discipline
 1. Parental Authority
 - 1.1. The Parents authorise the Head, while in loco parentis, to take and/or authorise all decisions and to take all disciplinary and/preventative action which in the reasonable opinion of the Head safeguard and promote the welfare, safety and security of the pupil, and other members of the School community. The Parents give consent to such physical contact and other measures as may be referred to in the School Rules or otherwise appropriate and proper as determined by the Head and/or teaching staff for teaching, for providing comfort to a pupil in distress, for maintaining safety, security and good order, or in connection with the pupil's health.
 - 1.2. Unless a Parent notifies the Head to the contrary, Parents consent to a pupil participating under proper supervision in contact sports and in other sports and activities within the school curriculum which may entail some risk of physical injury.
 - 1.3. The Head may consent on behalf of the Parents to the pupil receiving emergency medical treatment under the NHS (including blood transfusions within the United Kingdom, general anaesthetic and operations) where (a) such treatment is advised by a person who is appropriately qualified to be necessary for the pupil's welfare, and (b) a Parent cannot be contacted in time (the School having first if practicable attempted to obtain a Parent's prior consent).
 2. Behaviour and Attendance
 - 2.1. The School attaches great importance to courtesy, honesty, integrity, manners and good discipline and to enabling pupils to become confident, resourceful, enquiring and independent learners. The pupil will take a full part in the activities of the School, attend punctually each school day, work hard and be well-behaved and pupils will be expected to value and demonstrate respect for each other and for adults within and outside the School community.
 - 2.2. Parents must give formal notice in writing that they do not wish their child to participate in certain aspects of School life, pupils are expected to attend all religious education classes, religious services, assemblies and other occasions of worship. Pupils are also expected to attend and participate in all lessons, including sex education and PSHE lessons.

2.3. Parents are required to give their support and encouragement to the Values of the School, to ensure that the pupil follows the standards of punctuality, behaviour, care, respect, integrity, diligence, language, discipline and dress required by the School, to preserve and uphold the reputation and good name of the School, and to support the continued process of the pupil's education at home.

3. Pupils' General Health

3.1. The Head may at any time require a medical certificate or opinion as to a pupil's general health, which may involve medical examination(s). A child of sufficient age and maturity is entitled to insist on confidentiality.

3.2. To ensure compliance with the School Rules the pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample breath to test for alcohol. The parent accept that a positive test for the use of drugs or substances or a refusal to consent will be considered by the School to be a failed test which may result in the expulsion of the pupil. A sample or test in these circumstances will not form part of the pupil's permanent medical record. The School will determine who carries out the test and it will be funded at the parents' expense.

3. Parents will be asked to complete, from time to time, a form of medical declaration concerning the pupil's health which may include confirmation as to analgesic relief or other minor medical intervention, the signature of the latest of which confirmations confirms authorisation by Parent(s). Parents must immediately inform the School, in writing, of any change in such authorisation or if the pupil has, or develops any known medical condition, health problem or allergy (or if there is any other change or new development in their physical or mental condition, including if they may have contracted an infectious disease), or if they will be unable to take part in sporting activities on medical grounds.

4. It is the responsibility of Parents to give the School full information, if their child is on medication, including written details of the condition for which the medication has been prescribed, of the dosage (including necessity for refrigeration, time and amount of the next dosage and of any subsequent dosage which may have to be given during the School day), and a contact number for the relevant day when medication is being taken, if that is different from the number on the School records. All medicines must be handed with such details to the office.

5. If your child is sick or is absent for other unforeseen reasons, you must notify the school by telephone on the first day of absence and follow this up with a note once the child returns to school. Please remember it is only the Headteacher who can authorise an absence. You should let the School know:

- the nature of the illness (although you may wish to talk confidentially about this)

- whether your child has seen their GP, or whether an appointment has been made for some other specialist service
- how long you expect your child to be absent from school
- the prognosis for the child's recovery. The Headteacher will decide whether or not to authorise the absence, depending upon the reason given. For absences that are expected to last up to 15 school days and that are not part of a pattern of a recurring illness, parents/carers should discuss with the School work and homework to be set as soon as the child is able to cope with it. If absence is long-term or repeated please provide the School with proof that your child is genuinely unwell and unable to attend school as this is a key part of our safeguarding duties. Keep copies of any appointment letters or medical reports. Education for pupils who are unable to attend school because of medical needs, can be provided for in the following ways:
 - children who are in-patients of most hospitals will be taught through the in hospital teaching service
 - children who are not in-patients, may receive home tutoring organised via the Education Inclusion Service and a local education centre
 - children who are admitted to NHS hospitals (including psychiatric units) in other areas will receive education through local hospitals, schools or an education centre.

4. Running of the School

1. The Headteacher is responsible for the care and the good discipline of pupils whilst on the School premises or in the charge of the School or its staff during prescribed School hours or on School activities off School premises and under supervision. The Headteacher has primary responsibility for the curriculum.
2. The Senior Management Team is responsible for the day-to-day running of the School.
3. It is a condition of remaining at the School that the Parents and the pupil accept(s) the School regime and comply at all times with the School Rules (insofar as lawful), including those relating to appearance and dress.
5. Parents are requested not to take pupils away from School during School Terms for family holidays or (save in exceptional circumstances) other occasions. The Head must be informed in writing of any reason for your child's absence from School. The School's prior consent should be sought for planned absence(s) from School (i.e. other than for sickness) at least two weeks prior to any such absence on the School's discretionary leave of absence form and the absence (if authorised) is so authorised on the terms set out on that form. The School reserves the right to request the immediate suspension or removal of a pupil from the School where Parents consistently fail to observe the terms contained in this paragraph 5.4.5.
6. Neither the School nor the Head is responsible for any pupil outside the School premises (save where taking part in a School activity or otherwise under

the supervision of a member of the School staff) or (unless negligent) for any pupil who is absent from the School in breach of School discipline.

5. School Times

1. All Parents and pupils should read the Calendar, which gives information on a termly basis, and the remainder of the School Handbooks. The purpose of the School Handbooks is to remind Parents and pupils of current School Rules and regulations, and help them to understand what is expected and to emphasise the importance of courtesy, respect and consideration for others.
2. The School times set out in the Calendar, the pupil planner and the handbooks are the prescribed School hours; Parents' attention is drawn to the fact that pupils are not supervised outside the prescribed School hours and no responsibility is taken for pupils on the School premises outside the prescribed School hours (save where taking part in a School activity under supervision of a member of the School staff of which supervision the Parents will have received notice).

6. Admission to the School

- 6.1. Pupils will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to the School together with the non-returnable Registration Fee details of which are available on the website.
- 6.2. Admission and entry is then subject to the availability of a place and is dependent upon the prospective pupil satisfying the criteria set out in the School's Admissions Policy and subject to the conditions and factors contained in that policy. A place will be offered by way of an Offer letter from the school.

7. Offer of a Place and Deposits

- 7.1. If a place is offered, such offer is accepted by Parents paying the Confirmation Deposit, details of which are available on the website, as varied from time to time. Until returned, this fee forms part of the general funds of the School. The Confirmation Deposit will be refunded if the pupil leaves in Year 3 or above providing due notice has been given. The Confirmation Deposit will not be refunded to the Parents, if a pupil does not in the event join the School at all.
- 7.2. When the pupil leaves the School, if any Fees or other sums then remain owing to the School or if any item of School property (e.g. musical or other equipment on hire) has not been returned in the condition in which it was lent, the School will apply the Confirmation Deposit towards any sums owing and/or loss so suffered as a result. Subject to this, and unless specifically stated to the contrary elsewhere in the Terms and Conditions, the Confirmation Deposit will be repayable without interest within four weeks of the later of the last day of the pupil's final term which is deemed to be the final point of the child's education at Boundary Oak or the date on which any Fees and Extras outstanding on such day are paid in full.

6. Fees and Extras

1. Payment

- 1.1. Invoices for Fees (and any Extras which are included in a termly invoice) must be paid before the first day of the ensuing Term.

In order to comply with the Proceeds of Crime Act 2002 (POCA) the school does not accept cash payments for school fees.

A pupil may be excluded from the school at any time when Fees or other sums due to the School are unpaid (including where there is any default in making instalment payments). Twenty-eight days after exclusion, a pupil will be deemed to have been withdrawn without notice if any part of the invoice remains unpaid, whereupon in addition to the outstanding debt, Fees in respect of the next full Term at a rate which would have been applied had the pupil attended will become due and payable immediately.

- 1.2. Non payment of Fees. The School is under no obligation to allow a pupil to attend School, sit for examinations or fulfil any other contractual obligation between the parties unless payment has been received in accordance with 6.1.1 above.

In the event that the school allows a pupil to attend School when fees are outstanding, the School does so at its sole discretion and this should not be considered as acquiescence in relation to 6.1.1.

Please note: school fees are set on an annual basis and charged in three equal instalments to smooth out the cost for parents.

- 1.3. The School is conscious of the importance to the health of its pupils and their ability to participate fully in the school day of a healthy and balanced meal at lunchtime. Further, with the increasing prevalence of allergic reactions and the necessity to protect all pupils, and to avoid the inadvertent bringing into the School of potentially allergenic substances in the externally prepared lunches of other pupils, the School provides a meal at midday for all pupils within the School at a cost included in the Fees.

6.1.3.1 The appointed caterers are fully briefed as to the avoiding of potentially allergenic substances and the need to comply with religious observances in the matter of catering, and the provision of whole School catering enables the School to supply such lunches on favourable terms and conditions. Accordingly, Fees shall include a payment in respect of the supply of School lunches each term and an element of set up cost in respect of catering will be included in the Fees charged to all. It is not possible to accommodate the separate taking of packed lunches in school and it is forbidden for any food to be brought into school unless prior written permission has been obtained from the Head. This is a NUT FREE school and no food is to be brought in that contains nuts. Snacks will be provided by the school at various points during the school day, and these are included in the fees.

- 1.4. By prior written arrangement the School will accept payment of Fees monthly in accordance with an agreed payment plan. The arrangement will cease in the event of any default, and the full amount of the Fees and any other sums due to the School will become payable immediately as a debt and interest on

outstanding amounts at the rate and otherwise referred to in Clause 6.4.1 will start to accrue.

- 1.5. Costs for items not covered by Fees and incurred by the School (including any assessments, auxiliary aids, services and for support teaching as referred to in paragraph 10 of these Terms and Conditions) will be charged to Parents as Extras. Where such costs are incurred by the pupil, the pupil is the agent of the Parents. The cost of some Extras is charged within the usual termly invoice but the cost of remedying damage done or caused by an omission by the pupil (other than fair wear and tear) may be separately invoiced, and must be paid as an Extra within 14 days of the relevant invoice. In relation to goods and services which are supplied to pupils or Parents by a third party via the School (e.g. services provided by an Independent professional), the School is acting only as agent.
- 1.6. Charges for any Extra provided by an Independent Teacher will be invoiced by that teacher direct to the Parents who will pay the same in full to the Independent Teacher within fourteen days or such other period as may be agreed with the Independent professional.
- 1.7. Neither Fees nor charges for Extras will be refunded or waived for absence through sickness, or if a pupil is suspended, or if any Term is shortened or any vacation extended, or if the pupil is released home after public examinations or otherwise before the specified end of Term, or for any other cause except with the explicit written agreement of the Proprietor.
- 1.8. The financial provisions of the Terms and Conditions are included so as to safeguard against the consequences of defaults by parents (e.g. bank charges, legal fees), and thereby protect those Parents who pay Fees and other financial liabilities on time.
- 1.9. The School may require satisfactory evidence (such as passport and utility bill) of the identity of a person who is paying Fees Extras and other charges.
- 1.10. Weekend activities are organised for the boarding community where on occasions an additional charge may be incurred. All pupils above Year 3 are expected to be available for sporting fixtures at the weekend as well as such as events as Open Mornings. Teaching does not occur on Saturday mornings and day pupils may be invited to join weekend activities but these could incur an additional charge.
- 1.11. Academic Extras
All basic stationary (pens, pencils, rulers, compass, protractor, exercise books) will be provided by the school.
All pupils in Year 7 and above will be required to have a scientific calculator with the same specification or higher than a CASIO FX-83GT, that must be allowed in public examinations.
Set textbooks will be provided by the school. These may occasionally be assigned

to individual pupils. Where these are taken out of the classroom, pupils are responsible for ensuring they are returned and may be charged if they fail to return them in the same condition.

All external examination fees are payable by parents (see our examinations policy for details)

Entry fees are charged for each unit/paper for your chosen subject entry. These fees vary per subject and generally incur a slight increase every year from the examination boards. Charges for BTEC are charged as a registration fee at the start of the course and cover all course material and Examiner Visits over the full 2 years of study.

Invoices listing all examinations entered for each candidate are issued once examination entries have been made. Failure to settle your exam fees may result in you not receiving examination results. If you withdraw from an examination it may not always be possible to be issued a refund as there are strict cut-off dates from the examination boards for refunds/withdrawing from exams.

Exam Fees Re-Sitting Exams

If you wish to enter for a re-sit for any exam that you have already taken the relevant re-sit form must be completed and signed by your subject teacher and parents before the entry will be made. GCSE subjects are linear so you will need to re-sit the entire qualification and not only a single unit. Please make sure that you adhere to the deadlines in order not to have to pay penalties for late entries.

Late Entry Fees

Late fees will be incurred if any student wishes to be entered for an exam after the specified cut-off date given by the examination boards. Entry fees can be doubled or tripled by the examination board for late fee and high late fees depending on how late the entry is received by the exam board. The high late fee date is typically about two months before the examinations. It is important therefore that any changes are notified to the school as soon as possible. Students who opt to change the level/Tier of their papers at any time after the entry deadline, i.e. from Higher to Foundation or vice versa; will also incur costs as a High Late Fee as the examination boards will deem this as a Late Entry.

2. Responsibility for Payment

Fees and other sums due to the School are the joint and several responsibility of each person who has signed the Registration Form, or who has parental responsibility for the pupil or has paid (or guaranteed payment of) any Fees or (other than solely as a supervising adult) has returned the pupil to the School or given instructions to the School in relation to that pupil. The School may withhold any information, references or property while Fees or other sums due to the School are unpaid.

3. Payment of Fees by a Third Party

Any agreement with a third party to pay Fees or any other sum due to the School does not release Parents from any liability under the Terms and Conditions. The School is not obliged to accept payment from a third party.

4. Late Payment

4.1. The School reserves the right to make charges in respect of late payment of Fees or any other sums due to the School. Under normal circumstances, these will include simple interest calculated on a daily basis on all sums due (in the case of Fees and Extras from the first day of the relevant Term(s)), together with all administration and legal costs incurred as a result of any Fees or other sums due to the School not being paid by the due date. The rate of interest to be applied will be similar to that which would be applied commercially in the case of unauthorised unsecured borrowing, and is currently at the rate of 6% above base rate. All such charges will be recoverable by action, if the School so decides. The School reserves the right to use the services of a credit reference agency in respect of any party paying the School fees and in the event of default it will engage Redwood Collections for debt collection. Redwood's fees will be added to the money already owed.

4.2. Cheques delivered in payment of Fees or any other sums due to the School will be presented immediately, and will not be considered as payment until cleared. In the case of any amount being tendered which is less than the sum due and owing, such amount shall, if accepted by the School, be deemed to have been accepted on account only. All charges relating to the non payment of a presented cheque will be for the parents' account.

5. Bursary

5.1. A Bursary provision may be available in exceptional hardship conditions on application to the Headteacher, and at the discretion of the School. Any bursary provision is confidential. Failure to keep the bursary provision (or any other Scholarship or Assisted Place) confidential may result in the award being withdrawn.

5.2. Bursaries are normally for a fixed amount over a fixed period and (should the exceptional hardship circumstances still apply) will be the subject of a further application on the expiry of the fixed period. A typical fixed period would be one year. All bursaries require a detailed financial information form to be completed to ensure they are means-tested. Regardless of the fixed period, all bursaries will be reviewed annually and parents/carers are obliged to inform the school of any changes in their financial position and update the bursary form as necessary.

5.3. Any Bursary is subject to the pupil continuing to show high standards of behaviour, attendance and work. The terms of a Bursary (including, in particular, any terms upon which the benefits of that particular Bursary may become repayable) would be set out in an offer letter to the relevant Parents.

5.4. In the event of withdrawal of a Bursary, if the pupil is as a result withdrawn with effect from the Term following such withdrawal of a Bursary, Fees in Lieu of Notice would not normally be charged for such following Term.

6. Sibling Reduction

A reduction in Fees is made as follows – 10% for a second child; 20% for a third child and for any subsequent member of the same family reductions may be given on an individual case by case basis for so long as three or more members of the same family are enrolled as pupils at the School at the same time and provided further that such discount shall only apply for so long as Fees for all members of the family are paid when due.

7. Multiple Discounts

Where multiple discounts are in place (Sibling, Scholarship, Bursary, etc) the discounts will be calculated separately with the smallest first. E.g. for a 10% sibling discount and a 20% bursary the fees payable will be:

1. 10% reduction = 90% of fees
2. 20% reduction of 90% = 72% of fees payable

7. Events Requiring Notice in Writing

7.1. Notice to be given by Parents

7.1.1. The rules set out in this paragraph 7.1 are to ensure that the School has sufficient notice with which to plan fee levels, staffing requirements, resources, catering and the curriculum.

7.1.2. For a variety of reasons, Parents may decide to cancel a prospective pupil's place already accepted by them or to withdraw a current pupil from the School or to discontinue an Extra. In any such case, prior notice must be given to the School in accordance with the contents of this paragraph 7.1.

7.1.3. Please note that, in this paragraph 7.1:- "the Cancelled Term" means (in the case of cancellation of a place) the Term when the prospective pupil was due to enter the School or (in the case of withdrawal or deemed withdrawal of a current pupil) the Term when the pupil does not return to the School or (in the case of discontinuance of an Extra) the Term when the pupil does not resume the Extra.

"One Term's Notice" means written notice given before the first day of the Term which precedes the Cancelled Term and expiring at the end of that preceding Term
"Fees in Lieu of Notice" means a sum equal to Fees in full for the Cancelled Term at the rate that would have applied had the pupil attended (without giving credit for any bursary or other financial allowance previously given).

7.1.4. Unless specifically stated to the contrary in the Terms and Conditions, a notice given by Parents to the School is only valid if addressed to and actually received by the Head. This can be ensured by either hand delivery or sent by recorded or guaranteed delivery post. In the case of an email, the notice is only valid if the Head responds to the email accepting the notice or proof of the recipient having read the email.

7.1.5. Cancelling Acceptance:

If Parents wish to cancel acceptance of a place, they must give One Term's Notice to the School to that effect, failing which Fees in Lieu of Notice will become due and payable by the Parents on the first day of the Cancelled Term if the place has not by then been filled. The Deposit/Confirmation fee will be retained by the School as part of school funds. Cases of genuine hardship and/or serious illness may receive special consideration on written request, at the Proprietors' discretion.

7.1.6. Withdrawal:

Parents wishing to withdraw a pupil from the School must give One Term's Notice to the School to that effect, failing which Fees in Lieu of Notice will become due and payable as a debt by the Parents on the first day of the Cancelled Term whether or not the place can be filled. Cases of genuine hardship and/or serious illness may receive special consideration, on written request, at the Proprietors' discretion.

7.1.7. Cancelling Notice:

Where notice to remove a pupil has been properly submitted in accordance with 7.1.4, notice will be deemed to have been given. Cancellation of such notice can be given by following the same procedure as outlined in 7.1.4, such cancellation of notice to be received before the first day of the new term.

Where cancellation of Notice to remove a child has been properly received and the pupil is presented for school on the first day of the following term, a non-refundable re-registration fee will be due and payable immediately. The re-registration fee is £150. In exceptional circumstances, special consideration may be made on written request, at the Proprietors' discretion.

The school will not accept a 'rolling notice period'. Notice may only be given to leave the school on a specific date.

7.1.8. Discontinuing an Extra:

If Parents wish to discontinue any Extra, they must give One Term's Notice to the School to that effect, failing which a sum equal to one term's charges for that Extra (at the rate applicable to the Cancelled Term) will become due and payable as a debt by the Parents on the first day of the Cancelled Term.

7.2. Notice to be given by the School

7.2.1. The School may terminate this Agreement by giving written notice to that effect of at least one Term. Such notice is to be given before the first day of the Term at the end of which such notice is expressed to expire and is to be sent by recorded or guaranteed delivery post. The School may also terminate this agreement under paragraph 8 below.

7.2.2. Where under the Terms and Conditions any notice is to be given by the School, it shall be sufficient to give notice to a Parent at the address in the Registration Form or last notified in accordance with 11.1.1.

8. Exclusions, Requirement to Remove

8.1. Permanent Exclusion:

8.1.1. A pupil may be permanently excluded at any time if in the opinion of the Head the pupil's conduct (whether on or off school premises or in or out of Term) has been gravely prejudicial to good order or to school discipline or to the reputation of the School or members of its staff, or if other grave circumstances exist which (in the opinion of the Head) warrant permanent exclusion. The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour.

All aspects of the pupil's record at the School may be taken into account. The Head will act fairly and in accordance with the principles of natural justice.

8.1.2. Following permanent exclusion, there will be no refund of Fees or Extras or other sums previously paid to the School. No part of the Acceptance Deposit will be returned or credited but Fees in Lieu of Notice will not be charged. Any Fees or other sums due to the School (including the amount of any loss or damage suffered by the School as a result of any act or omission by the pupil or by any Parent of the pupil) will remain due and owing in full.

8.2. Requirement to Remove

8.2.1. If, after consultation with a Parent (or after an unsuccessful attempt by the Head or Proprietors so to consult), the Head is of the opinion that:

8.2.1.1.the conduct or progress of the pupil has been unsatisfactory, or such that the pupil could not reasonably be expected to remain at the School;

or

8.2.1.2.the pupil is unwilling or unable to profit from the educational opportunities offered; or

8.2.1.3.a Parent has treated the School or members of its staff unreasonably or inappropriately; or

8.2.1.4.the Parents or pupil have failed to show significant adherence to the Practices and Values of the School; or

8.2.1.5.removal would be in the best interest of the pupil or the School and in any such case the Head or Proprietor considers removal to be appropriate,

the Head or Proprietor shall be entitled to require the Parents to remove the pupil from the School (either temporarily or permanently at their discretion) and there shall be no refund of Fees or Extras or (save as set out in 8.2.2) other sums previously paid to the School and (for the avoidance of doubt) any Fees or

Extras due but unpaid shall continue to be due and payable in accordance with these Terms and Conditions.

8.2.2. In the case of permanent removal of the pupil from the School, the Acceptance Deposit will on request within twelve months of such removal be refunded (save as required for payment of or towards any Fees or Extras or other sums due to the School including the amount of any loss or damage suffered by the School as a result of any act or omission by the pupil or any Parent of the pupil) and Fees in Lieu of Notice will not be charged.

8.3. Temporary Exclusion

8.3.1. The Head may temporarily exclude a pupil for misconduct or any other good cause, if the Head reasonably deems it appropriate

8.3.2. The School will use all reasonable endeavours to notify a Parent prior to any suspension and to give reasons for the proposed suspension. There shall be no refund of any Fees or Extras or other sums previously paid to the School and (for the avoidance of doubt) any Fees and Extras due but unpaid shall continue to be due and payable in accordance with these Terms and Conditions.

4. References/Assistance following Permanent Exclusion

4.1. Following permanent exclusion, reference to the facts and circumstances leading up to the permanent exclusion will be made in response to any request for a reference in respect of the pupil, and the same may be the case if a pupil is required to be removed.

4.2. Following permanent exclusion and/or being required to be removed, the pupil will, subject to payment of all outstanding monies due to the School, be given such assistance as is reasonable in the circumstances in making a fresh start at a new school.

5. Discretion of Head and Proprietor

5.1. The decision to exclude (whether temporarily or permanently) or require the removal of a pupil or to impose any other sanction, and the way and the extent to which the same is communicated shall be in the discretion of the Head and Proprietor.

5.2. Subject to paragraphs 8.4.1 and 11.15.4, in no circumstances shall the School or its staff be required to divulge to Parents or others any confidential information which has led to the temporary or permanent exclusion, the requirement to remove, or the expulsion, or which the Head or Proprietor has acquired during any investigation, or the identity of pupils or others who have given such confidential information.

6. Appeal

In the event of permanent exclusion, or of a pupil's removal being required, the Head will advise Parents of the procedure (of which a copy - in such event - will be provided on request) under which a written application for a review of the decision may be made. The review of serious disciplinary matters is also governed by the School's Complaints Procedure.

7. Access

A pupil who has been withdrawn, temporarily or permanently excluded or required to be removed from the School has no right to enter School premises without the written permission of the Head and, in any event, unless accompanied by at least one Parent.

9. School Diary

9.1. The School publishes informative information including: the School Calendar on the Parent Portal; the Pupil Contact Diary/Planner; and a variety of School Handbooks.

9.2. For the avoidance of doubt, in case of any conflict between any of the publications referred to in paragraph 9.1 and the Terms and Conditions, the provisions of the Terms and Conditions shall prevail.

10. Individual Needs

10.1. The School is mindful of the individual needs of the pupil - balanced against the background of the general needs of the School as a whole, and the availability of suitable resources.

10.2. A Parent who is reasonably concerned about the academic progress of any pupil should notify the School. Subject to the provisions of this paragraph 10, extra tuition may be arranged (at the discretion of the Head) up to a maximum of 2 hours and to the extent only that such extra tuition and its timing will not unreasonably inhibit the pupil's taking advantage of the full range of curriculum appropriate to the pupil's stage of education and circumstance and such as will not adversely affect the education being offered to other pupils in the pupil's peer group. If so, such extra tuition will be charged as an Extra whether carried out by an Independent Teacher or otherwise and will be carried out in such part of the School timetable as the Head decides in their professional opinion.

10.3. It must be understood that the School's staff are not qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, dyscalculia, dyspraxia or ADHD. It is the responsibility of Parents to refer a pupil to experts (such as educational psychologists) of their choice for assessment. The School may make suggestions as to when it may be appropriate to refer to such experts and, if Parents so request, the School may make suggestions for the choice of an appropriate expert. It is, however, the responsibility of Parents to satisfy themselves as to the appropriateness of the appointment and of the expert selected and the School takes no responsibility for the referral or the choice.

10.4. All pupils from Reception upwards may be screened for learning difficulties and such screening will be charged as an Extra. In addition, Parents may request such a screening to be undertaken at any time (but it is considered preferable not to be undertaken prior to Reception). Such screening will also be charged as an Extra. Screenings and assessments are used by the School for the

purpose of assessing recommendations for additional tuition or possibly additional auxiliary aids and services (such as the appointment of a classroom assistant for a pupil).

Support teaching for certain individual needs is available within the School but is resource limited and places are available on a “first come first served” basis. The support teaching is carried out by both members of the School staff and by Independent Professionals and in either case (in the same way as additional tuition deemed appropriate or necessary by the School for other individual needs) will be charged as an Extra. Support teaching for any hour or part of an hour will be charged at the rate shown in the Fees List. Any fee deemed appropriate for auxiliary aids and services (including an hourly charge for dedicated classroom assistants) will also be charged as an Extra. In nearly all circumstances the Head will decide how much learning support is required and the child’s place will be contingent upon this LS being taken up. In cases where the parents decide they want more LS than the school has required them to take, a notice period of one term will be required.

10.5. Parents will understand that the School may not be able to cater for all individual needs in discharging its duties to all pupils in the School. In particular, because of the academic standards of the School, and the need to ensure that the pupil can otherwise maintain progress within the School's normal curriculum. Support teaching in excess of 2 hours per week cannot normally be accommodated within the School's normal curriculum.

There may be other particular circumstances where, in the professional opinion of the Head, a pupil's individual needs may require support teaching which removes him/her from the normal curriculum for that pupil's age group to such an extent that he/she can no longer maintain appropriate access to such normal curriculum. In order to ensure that the best education is given to all pupils in the School, the School reserves the right to ask Parents to withdraw from the School a pupil who requires support teaching exceeding 3 hours or removal from the normal curriculum to such an extent as described in this paragraph or is otherwise unable to satisfy the criteria set out in the School's admissions policy. In such circumstances, no Fees in Lieu of Notice would be charged by the School.

10.6. The Head will consult a Parent before deciding that the School cannot provide adequately for the Pupil's individual needs.

If the reason for the inability of the School adequately to meet pupil's needs is the lack of a resource which could be provided for a pupil pursuant to a Educational Health Care Plan, SEN code of Practice 2015, then the Head will draw that fact to the Parent's attention during such consultation, in order to give the Parent an opportunity to persuade the local education authority to provide (or arrange for the provision of) the resource or resources in question. If within a reasonable period of time the Parent either has not sought to do so or has unsuccessfully sought to do so, then the Head may nevertheless require the Parent to withdraw the pupil.

11. General Conditions

1. Changes in Registration Form Details: The Head must be notified in writing immediately if there is any change in the details given in the Registration Form.
2. In some circumstances the School may wish to obtain satisfactory evidence (e.g. passport and utility bill showing current home address) of the identity of any person paying Fees.

2. Special Precautions:

The Head needs to be aware of any matters which are relevant to the pupil's welfare, security and safety. The Head must, for example, be notified in writing immediately of any court orders or situations of risk in relation to a pupil for whom any special safety precautions may be needed. A Parent 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 the School.

3. Attendance out of prescribed School Hours: School activities (e.g. plays, matches, rehearsals and/or practices) may take place at any time and on any day, including Saturdays and, occasionally, Sundays. Pupils are required to attend all such activities for which they are selected and/or to support their fellow pupils by their attendance.

On occasion pupils are required to attend School on Saturdays and Sundays or in the evening for cultural, sporting or other purposes, e.g. Open Days, concerts, plays or rehearsals for concerts or plays. In all such cases, attendance is compulsory for those pupils who are required to attend so that pupils participate fully in the life of the School, and support each other's efforts in the life of the School. Such activities are either listed in the Calendar or the School will do its best to give reasonable prior notice of their occurrence.

4. Outside School Visits and Activities:

- 4.1. Each term the School arranges a variety of educational, social or sporting visits and activities (including "away matches") for some or all pupils. Unless otherwise advised, all such visits and/or activities are compulsory for those pupils who are selected to attend. Parents give consent to the pupil's attendance on all such visits and/or activities.
- 4.2. In the case of a pupil with a disability, the School will carry out a risk assessment to ascertain whether, in the particular setting in which the pupil would have to travel, the health and safety of the pupil and/or her classmates could be jeopardised, if the visit is undertaken by the disabled pupil. If the result of that risk assessment is that there may be such jeopardy, the School will consider whether there is any reasonable adjustment which could be made to enable the pupil to participate, and will take such action as is appropriate whilst reserving the right to charge as an Extra the cost of any auxiliary aid or service necessary.

5. **School Transport:** The School arranges transport to and from "outside school" visits and activities (including away matches) which the pupil is required to attend (to which the considerations set out in paragraph 11.4.2 will apply). Parents give consent to such transportation. Pupils will be advised of the time when they must arrive at the School and of the estimated time of their return. Parents also give consent to such other journeys for the pupil (e.g. to and from medical consultations) as the Head may deem it appropriate for the School to arrange.
6. **Expenses:** The right is reserved to charge all administration and other expenses (including staff supervision) where the School makes or in any way deals with personal travel or other arrangements for any pupil before, during, or at the end of a Term or for any "outside school" visits.
7. **Travel Costs:** For the avoidance of doubt, the School is under no obligation to book or pay for any travel tickets (including for School trips) or other personal travel arrangements for pupils. All such arrangements must be made or (in the case of School trips) paid for in advance by the Parents.
8. **Pupil's absence when School not in session:** It is the responsibility of Parents to pick up their children and the School is not responsible for providing care or supervision for a pupil outside the prescribed School hours. The Parents should ensure that their children are delivered and picked up on time.
9. **Occasional Absence of Parents:** When Parents are to be absent from the Pupil's home for a period of 24 hours or longer, the School requires, in writing, the name, address, and contact telephone number for 24-hour contact of the adult/s with responsibility for the pupil.
10. **Collection of pupils:** The School is not responsible for ensuring that a person collecting a pupil from the School is that pupil's Parent or Guardian or that he/she is acting with the authority of that pupil's Parent or Guardian.
11. **Pupils' Personal Property:** Pupils are responsible for all personal property, including its security and safe use, and they and/or the Parents are responsible for ensuring that all such property is clearly marked with the owner's name.
No liability on the part of the School is accepted for any loss of or damage to personal property unless such loss was due to the negligence of the School or its employees or a breach of statutory duty of the School.
12. **Insurances:** The School undertakes to maintain all insurances which are required by law. All other insurance is the responsibility of Parents, including personal accident insurance (save where and to the extent that the School arranges compulsory personal accident cover, details of which are supplied with the information provided when the pupil joins the School or as may be varied from time to time) and insurance for the pupil's personal property whether at School, or on the way to or from School, or on any School-sponsored activity away from the School. The School is not the agent of the Parents for any purpose relating to insurance.

13. Concerns: Parents who have cause for serious concern as to matters of safety or care must inform the Head without delay. As to concerns /worries /complaints generally, Parents are referred to the provisions of the Parent Handbook (and, if necessary, of the Complaints Procedure, a copy of which can be supplied by the School Office on request.)
14. Progress Reports: The School monitors each pupil's progress, and Parents will receive regular progress reports. Where Parents are separated or divorced, reports, correspondence and other information will be sent to the Parent with whom the pupil normally resides as specified in the Registration Form (or as subsequently notified in writing pursuant to paragraph 11.1.1). However, all reports are published on the parent portal and both parents can access these.
15. Confidentiality:
 - 15.1. The School will use reasonable endeavours to preserve the confidentiality of information concerning the pupil and Parents, subject to the provisions of this paragraph 11.15 and of paragraph 11.19.

With regard to assisted places; bursaries; payment plans or scholarships the school expects the parents to abide by a strict confidentiality code.

The parents may ask the school to keep certain information confidential (such as not to use photographs or that the pupil is on the school roll). Such requests be made immediately in writing, requesting an acknowledgement of their letter. Please refer to our Data Protection and Privacy Notice Policies for further information on the data we hold.

- 15.2. For the protection of the health and morals of the pupil or of others or for the protection of rights or freedoms of others or for the public safety, the School requires to receive and to communicate confidential information which in the opinion of the Head is material to the welfare, security and safety of the pupil or others (and the Parents consent on behalf of themselves and of the pupil) to such communication.
- 15.3. In particular, Parents should be aware that staff will share with the Head (and the Head may share with appropriate staff) confidential information imparted by the pupil or a Parent (save in the case of matters to which medical confidentiality attaches). Parents may wish to explain this - and the reasons for it - to the pupil. In the case of child protection issues, information will also be communicated as appropriate to the designated Safeguarding Lead. (DSL)
- 15.4. The Parents also consent to the School communicating with any other school which the pupil attends or which the Parent(s) or the pupil proposes the pupil might attend about any matter concerning the pupil (including those mentioned in paragraph 8.4.1) or about payment of Fees, whether or not the information being communicated is also held in machine- readable form.

- 15.5. In the event of any request by a parent of a pupil who has a disability, or by the pupil herself, that the details of the pupil's disability should be kept confidential, subject to the previous provisions of this paragraph 11.15, the School will honour such request (but in the case of a request by a pupil, only where the School reasonably believes that the pupil understands what they are asking to be done and what the effects of the request may be).
- 15.6. Such confidentiality requests may result in a modification of any reasonable adjustments which the School might otherwise have made to cater for the pupil's disability. The School will explain any concern in respect of a request of this nature to the Parent and to the pupil, bearing in mind the School's policy of such sharing of information as is in the best interests of the health and wellbeing of the pupil.
- 15.7. Parents will understand that paramount importance is given by the School to informed discussion with Parents and (where appropriate) pupils so that Parents and pupils can understand the justification for any reasonable adjustments which the School may think it desirable to make.
- 15.8. Parents consent to the use by the School of photographs of the pupil in School publications and on the School website by filling in the consent form prior before the pupil joins the School for the first time. The school may obtain and use photographs or images (including video recordings) of the pupils for:
- use in the School's promotional material such as the prospectus, the website or social media;
 - press and media purposes; or
 - educational purposes such as part of the curriculum or co-curricular activities. The school will require a new consent form to be signed annually.
- The school may seek specific consent from the parents before using a photograph or video recording where the School consider that the use is more privacy intrusive. Where the pupil is of sufficient maturity (usually 12 or older), we may seek prior consent in addition to or instead of the parents' consent. We would not disclose the home address of the pupil without the parents' consent.
- 15.9. Parents consent to the School (through the Head as the responsible person) obtaining, using and holding "personal data" including "sensitive personal data" such as medical information to be processed lawfully and fairly in accordance with the Data Protection Act 1998 (and from May 2018 with GDPR) for the purpose of safeguarding and promoting the welfare of the pupil and ensuring that all relevant legal obligations of the School and parents in this respect are complied with. This also applies to information relating to the pupil after they have left the School for the purpose of providing references. Please see our Data Protection and Privacy Notice policies for further information.
- 15.10. Internet:
The School has an ICT code of conduct, E-safety policy and Acceptable use policy for electronic equipment to which Parents and pupils must adhere

and which Parents and pupils must sign as a pre-condition of the use by the pupil of the internet at School. Parents' consent on their own and the pupil's behalf to monitoring of email communications and internet use by the pupil as required by the statutory Keeping Children Safe In Education (2016).

1. Intellectual Property:

The School reserves all rights and interest in any copyright design right, registered design patent or trademark arising as a result of the pupil's action or work carried out in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School.

2. Copyright in a pupil's original work belongs to the pupil. Such work may be returned to the pupil when no longer required for the purposes of assessment or display provided that the same is in the possession of the School

1. Communications:

The School will be entitled (unless notified otherwise in writing) to treat any communications from either person who has signed the Registration Form as having been given on behalf of both Parents.

2. Unless otherwise agreed by the School in writing the School shall be entitled to treat any communication from the School to one Parent as having been given to both.

1. Examinations/References:

The School will enter a pupil's name for an examination if the Head is satisfied that it is in the best interests of the pupil. Information supplied to Parents and others about the progress and character of a pupil, and/or about a pupil's examination prospects, and any references or reports given concerning a pupil will be given conscientiously, with all due reasonable care and skill but otherwise the giving of the same shall be without liability on the part of the School and shall be confidential as between the School and the addressee of the reference or report.

2. The Parents consent to the School supplying information and a reference in respect of the pupil to any educational establishment which a Parent and/or the pupil propose the pupil may attend on the terms set out in paragraph 11.18.1.

The School cannot be liable for any loss that the Parents or the pupil is alleged to have suffered resulting from any reference or report given by the School.

19. Child Protection: The School adheres to the procedures set out in Keeping Children Safe in Education and Safer Recruitment in Education and any update or replacement Circular from time to time issued by the DfE/DoH and the procedures or requirements of the Social Services department of the local LEA.

20. Consumer Protection: If any part of the Terms and Conditions, 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 the words which give as near the original meaning as may be fair and which do not so infringe

21. Jurisdiction: This Contract was made at the School and is governed exclusively by English law.
22. Whole Contract/Headings: The Terms and Conditions supersede those in the Prospectus and elsewhere, and will be construed as a whole. Headings are for ease of reference only and are not otherwise part of the Terms and Conditions.
23. Contract (Rights of Third Parties): It is not intended that the pupil to whose education this Agreement relates or any other third party should have the right to enforce the provision of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
24. This version of the Boundary Oak School Terms and Conditions supersedes all prior copies of this document.