



Hawley Hurst – Standard Terms & Conditions

The Standard Terms and Conditions: We believe that these standard terms and conditions reflect the custom 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 the stability, forward-planning, 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 Terms and Conditions. Nothing in these standard terms and conditions affects the statutory rights of parents or pupils.

Our Aims: We are committed to high standards of teaching and care and we welcome parental contact. The School aims to provide a structured, happy and secure environment where pupils are encouraged to develop at their own pace and prepare for a successful life in the modern world. Parents are expected to give their support and encouragement to these aims and to uphold and promote the good name of the School; to continue the pupil's education at home and to ensure that the pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.

Changes at the School: The School is a constantly developing community of pupils, staff and parents. Most forward-looking and successful schools will initiate and respond to many changes over the years that the child is a pupil. 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, to the size and location of the School, to its premises and facilities, to the curriculum and the structure and composition of classes and the way the School is run, in its staff and pupil numbers, to the rules and disciplinary framework, to the length of the school terms and the school day and to any other aspect of the School. Fee levels will be reviewed each year and there will inevitably 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.

1. The School

- a) **The School** is HawleyHurst Limited acting by the Governing Body as now or in the future constituted. It is assumed that a pupil will, subject to conduct and academic ability, progress through the School and complete the Upper Sixth year (Year 13).
- b) **The Principal** is the person appointed by the School to be responsible for the pupil and includes those to whom any of the duties of the Principal or the School have been responsibly delegated and includes the School Medical Officer whenever appropriate.
- c) **The Head** is the person appointed by the Principal as Head of the School. The Head is responsible for the day-to-day running of the School.



- d) **Parental Responsibility** means those who are legally responsible for the pupil and those referred to at clause 4c of these standard terms and conditions individually and jointly.
- e) **Parents or You** means any person who has signed the acceptance form. The Parents are legally responsible, jointly and separately, for complying with their obligations under these terms and conditions.
- f) **Pupil** means the child named in the Acceptance Form. The placement of the Pupil will be in line and in accordance with British custom.
- g) **Entry** occurs on the first day the Pupil attends the School.
- h) **Fees** means alone or in combination; Registration Fee, Acceptance Deposit, Tuition Fees, Extra Tuition or Extras.
- i) **Fees in Lieu of Notice** means one full term's fees immediately payable as a debt when the Parents fail to provide Notice. Fees in Lieu of Notice will be at the full Fees rate for the Term following Withdrawal and will not be subject to any deductions for a scholarship or bursary.
- j) **Notice** means a term's written notice given by all who have signed the Acceptance Form before the first day of the Pupil's final term, and addressed to and received by the Head personally.
- k) **Withdrawal** means the withdrawal of the Pupil from the School by the Parents with or without Notice at any time after Entry to the School.

2. ADMISSION AND ENTRY TO THE SCHOOL

- a) **Registration:** Pupils will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable registration fee paid. Admission and entry will be subject to the availability of a place and the pupil satisfying the admission requirements at the time. The School operates an equal opportunities policy.
- b) **Legal Contract:** A legally binding contract is formed on these terms and conditions together with:
 - 2.b.i *The letter of offer;*
 - 2.b.ii *the conditions of award, if applicable;*
 - 2.b.iii *the acceptance form; and*
 - 2.b.iv *the School's fees list.*
- c) **Acceptance Deposit:** A deposit (Acceptance Deposit) as detailed on the fees list is payable when Parents complete the Acceptance Form issued by the School. The Acceptance Deposit will be held by the School until the issue of the first fee invoice whereby 50% of the Acceptance Deposit will be refunded. The remaining 50% will be retained by the school until after the Pupil leaves the School and will be repaid without interest to the parents unless stated otherwise in these terms and conditions.
- d) **Moving up the School:** The Parents accept that after Entry the Pupil is expected to progress throughout the School and complete the final year. Progression will be subject to the Pupil satisfying the academic requirements at the time and the requirements for good behaviour and discipline. The Parents will be consulted before the end of the Spring Term if the School considers that the Pupil may not progress to the next stage of the School.



3. FEES AND EXTRAS

- a) *Payment of Fees:*** The Parents jointly and separately agree to pay the Fees applicable to each Term directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencements of the School Term to which they relate. If an item on the fees invoice is under query, the balance of the fees invoice must be paid on time.
- b) *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 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. All such payments received are accepted in good faith.
- c) *Third Party Credit Providers:*** The School may enter into arrangements with Premium Credit Limited, its affiliates or other such provisions that facilitate parents to pay school fees by instalments. Under these arrangements these companies may have the rights to recover from the School, including but not limited to any losses they incur as a result of parents not keeping up payments on credit agreements for financing the fees or for other reasons. If you, the Parent(s) have entered into such an agreement and the School has to make any payments or otherwise incur any liability in respect of these, and/or any finance plan is cancelled, terminated or ended for any reason, you will remain fully liable for all fees to the School and will reimburse the School for any losses the School incurs in compensating said finance companies. The Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School if the School is required to repay all or part of any sum paid to it by a third party credit provider on behalf of the Parents.
- d) *Refund or waiver:*** Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund Fees will not be refunded or waived if:
- The Pupil is absent through illness; or*
 - A Term is shortened or a vacation extended; or*
 - The Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or*
 - The School is temporarily closed to due adverse weather conditions; or*
 - For any reason other than exceptionally and at the sole discretion of the Head is a case of genuine hardship.*
- See also 'Events beyond the control of the parties'.
- e) *Exclusion for non-payment:*** The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment. If the Pupil is excluded for a period of 28 days, he/she will be deemed withdrawn with Notice and a Term's Fees in Lieu of Notice will be payable immediately by the Parents.
- f) *Late Payment:*** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be up to 2% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges, including legal fees and



costs reasonably incurred by the School, in the recovery of any unpaid Fees regardless of the value of the School's claim.

- g) Appropriation:** Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the School to the unpaid account of any other child of the Parents.
- h) Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase they may give to the school written notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in Lieu of Notice. The Acceptance Deposit, if paid, will be refunded without interest less any sums owing to the School.
- i) Information about Fees:** The Parents' consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred in any Fees of this School are unpaid.
- j) Anti-money laundering (and anti-bribery):** From time to time, the School may need to obtain satisfactory evidence such as sight of a passport of the identity of a person who is paying Fees.
- k) 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.
- l) Immigration:** The School is not currently a registered UK Visas and Immigrations sponsor. The Parents must inform the Principal when returning a completed Admissions Form or at any time that their child requires sponsorship from the School in order to obtain a visa to study at the School. Where a child is sponsored by the School for immigration purposes the Parents shall permit the School to take and retain copies of the child's passport and visa. It shall be the Parent's responsibility at all times to ensure that their child has the appropriate immigration permission to reside in the United Kingdom and to study at this School.

4. REMOVAL AND EXPULSION OF A PUPIL

- a) Removal at the Request of the School:** Parents may be required, during or at the end of a term, to remove the pupil, without refund of fees, temporarily or permanently from the School if, after consultation with a parent, the Principal is of the opinion that the conduct or progress of the pupil has been unsatisfactory or if the pupil, in the judgement of the Principal, is unwilling or unable to profit from the educational opportunities offered (or a parent has treated the School or members of its staff unreasonably) and in any such case removal is considered to be warranted. 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.
- b) Expulsion:** A pupil may be expelled at any time if the Principal is reasonably satisfied that the pupil's conduct (whether on or off school premises, or in or out of term time) has been prejudicial to good order or school discipline, or to the reputation of the School. The Principal will act fairly and in accordance with the procedures of natural justice and will not expel a pupil other than in grave circumstances. 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.

- c) **Discretion of Principal:** The decision to exclude, suspend or require removal or expel a pupil 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 parents or others any confidential information or the identities of pupils 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) **Review:** In the event of expulsion or of a pupil's removal being required, the Head of School will advise parents of the procedure (of which copies are available on request) under which a written application for a review of the decision may be made.
- e) **Access:** A pupil 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.

5. GENERAL CONDITIONS

- a) **Special Precautions:** The Principal needs to be aware of any matters that are relevant to the pupil'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 pupil for whom any special safety precautions may be needed. Any person 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 pupil or of the School.
- b) **Leaving School Premises:** The School is not able to prevent a pupil leaving school premises in breach of School rules and is not legally entitled to do so in the case of a pupil aged 16+.
- c) **Residence During Term Time:** The Principal must be notified in writing immediately if a pupil will be residing other than with a person who has parental responsibility.
- d) **Absence of Parents:** When both parents will be absent from the pupil's home for a 24-hour period or longer, the School requires, in writing, the name, address and telephone number for 24-hour contact of the adult to whom parental responsibility has been delegated in local parents.
- e) **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 pupil's personal property whilst 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 related to insurance.
- f) **Pupils' Personal Property:** Pupils 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 pupil may not bring on to school premises any item of equipment which runs off mains electricity without the prior written permission of the Principal or Bursar.



- g) **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. Parents agree that social media is not an appropriate platform to raise or air grievances regarding the School, its Staff or its Pupils.
- h) **Progress Reports:** The School monitors each pupil's progress and each term parents will receive a formal profile of the pupil.
- i) **Learning Difficulties:** Pupils progress will be monitored during their time at the School. Parents will be notified if it appears that formal assessment by an educational psychologist is advisable or the pupil is falling behind with studies. A formal assessment can be arranged by the School at the parents' expense, or by the parents. Parents will be asked to withdraw the pupil without being charged fees in lieu of notice if, in the opinion of the Principal, the School cannot provide adequate provision for a pupil.
- j) **Biological Samples:** The Principal may at any time when grounds for suspicion exist, require the pupil to give a biological sample under medical supervision to test for the use of illegal drugs or other substances damaging to health. Such sample will not form part of the pupil's permanent medical record.
- k) **Confidentiality:** The School will take care to preserve the confidentiality of information concerning the pupil and parents. The parents, however, consent on behalf of themselves and the pupil to the School (through the Principal, 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 pupil and others, including a pupil aged 16 and over. The parents' consent also to the School communicating with any other school which the pupil attends or which a parent proposes the pupil should attend about any matter concerning the pupil or about payment of fees, whether or not the information passing is also held in machine-readable form. The School reserves the right to monitor the Pupil's use of:
- a. Email;
 - b. The internet; and
 - c. Mobile electronic devices.
- l) **Support:** The Parents agree to support the school and not air any
- m) **Examinations, Reports and References:** The School will enter a pupil's name for an examination if the Principal is satisfied that such is in the best interests of the pupil. Information supplied to parents and others concerning the progress and character of a pupil and about examination, further education and career prospects and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. Where parents are separated or divorced, reports and other information will be sent to the person with whom the pupil normally resides. Duplicate reports will not normally be sent.
- n) **Intellectual Property:** The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of a pupil in conjunction with any member of staff of the School and/or other pupils at the School for a purpose associated with the School. Any use of any such intellectual property rights by a pupil is subject to the terms of a licence to be agreed prior to the use between the pupil, the pupil's parents and the School. The School will allow the pupil's role in creation/development of intellectual property rights to be acknowledged.



- o) **Transport:** Parents' consent to the Pupil travelling by any form of public transport and/or in a motor vehicles driven by a responsible adult who is duly licensed and insure to drive a vehicle of that type.
- p) **Representations:** The prospectus and school website describe the broad principles on which the School is presently run and gives an indication of our ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus should seek written confirmation of that matter before entering this agreement.
- q) **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 1994 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
- r) **Third Party Rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- s) **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.
- t) **Jurisdiction:** This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

HAWLEYHURST LIMITED: A COMPANY LIMITED BY GUARANTEE
REGISTERED IN ENGLAND NO:
REGISTERED OFFICE: