



The Abbey

The independent school for girls aged 3-18.

Parent Contract 2020/21

Independent Day School for Girls

The Abbey, Reading (the School)

1 October 2019

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Glossary of Terms

The Parent Contract does not contain an overarching glossary of terms. However, some sections have certain defined terms which are set out in the Terminology section (clause 2) of the terms and conditions. For example, we define 'Entry' in clause 3.1 and later in clause 8 we define the various disciplinary sanctions in clause 8.10 for contextual purposes.

The Abbey School - Parent Contract

Fees list

Academic year 2019/20

Registration fee	
Payable on registration, non-refundable	£100 (UK) / £250 (Overseas)
Deposits	
Please see the School's <i>Terms and Conditions</i> for information on how and when the Acceptance Deposit may be refunded.	
Acceptance Deposit Payable by the parents of each pupil on acceptance of a place. *£500 is retained until the pupil leaves The Abbey and the balance is credited to the first term's fees invoice.	£1,000 (UK)* / A full terms fees (Overseas)*
Fees per Term*	
Nursery (Full Day)	£3,560
Reception (Aged 4+)	£4,170
Lower Preparatory (Year 1)	£4,380
Upper Preparatory (Year 2)	£4,880
Lower I to Upper I (Years 3 - 4)	£5,020
Upper II to Lower III (Years 5 - 6)	£5,070
Upper III to Upper VI (Years 7 - 13)	£5,880
*Fees are inclusive of school lunches, textbooks, classroom materials and personal accident insurance. In the Junior School mid-morning drinks, all curricular extras and trips other than residential ones are included in the fees.	

Please see the School's *Terms and Conditions* and for further information about the payment of fees.

Registration form

Please complete this form in as much detail as possible. We need this information to be able to process your application for a place for your daughter.

Information which is mandatory for you to provide is indicated below by a *

If you do not complete the mandatory sections in full this may affect or delay your application.

Your daughter	
Surname of your daughter*	
First names*	
Preferred name*	
Date of birth *	

Nationality				
Is your daughter British or Swiss or from a country within the European Economic Area (EEA)? *	Yes		No	
If you answered No above please state your daughter's nationality.				

Proposed academic year and year group of entry*				
Have you registered your daughter's name at any other school(s) and, if so, which?				
First signatory				
Title* (e.g. Mr, Mrs, Ms)				
Full name*				
Relationship to daughter*				
Contact telephone number*		Evening (if different)		Mobile (if different)
Email address*				
Address* (including postcode)				
Occupation				
Employer's business name and address				

Second signatory					
Title* (e.g. Mr, Mrs, Ms)					
Full name*					
Relationship to daughter*					
Contact telephone number*		Evening (if different)		Mobile (if different)	
Email address*					
Address* (including postcode)					
Occupation					
Employer's business name and address					
Other people with parental responsibility					
Please provide the name(s) and current address(es) of any other person with parental responsibility (i.e. legal responsibility) for your daughter. This may be a legal guardian or step parent and their consent to your daughter attending the School will be required if an offer of a place is made.					
Title (e.g. Mr/Mrs/Ms)					
Full name					
Relationship to daughter					
Address (including postcode)					

If someone other than the first and second signatories is to pay the School fees for your daughter please provide below their full name and address and their relationship to your daughter

--

Connections with the School

Please mention here the names of any other members of the family attending the School or registered for entry or who have any other connection with the School.

--

Please indicate how you first heard of the School

	Local reputation		Present school		Friends		Advertisement
	Website		Other (please give details)				
	Word-of-Mouth from a Current Parent						

Please state the name and address of present school (with dates of attendance)

Name and address of present school*	
Dates of attendance*	
Name of Head*	
Preferred Language	
Home Language	
Faith/Religion	<p>Please note: The Abbey is a registered Church of England School but welcomes pupils of all faiths or none.</p>

Please complete the Confidential Information form (on our website), if applicable, in order to assist us with making any special arrangements which are required for School visits and/or entrance assessments*

If your daughter is a national resident of a country outside the EEA, or if you have provided a home address for correspondence outside the EEA, please note that the School is required to take steps to ascertain that your daughter has permission to be in the UK.

Please confirm whether your daughter will require sponsorship from the School in order to obtain a visa to study in the UK at this School*

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<input type="checkbox"/>	Not Applicable	<input type="checkbox"/>	

If another valid immigration category applies to your daughter please provide full details below*

If your daughter has or will have a time restricted or temporary visa in any other immigration category (for example, as a dependent) please provide a copy of this when returning this form.

Please note that we reserve the right to:

- a) request further information and sight of documentation in support of your declarations regarding immigration; and
- b) share information with UK Visas and Immigration (**UKVI**) and the Home Office for the purposes of compliance with our responsibilities as a licensed sponsor.

The School may be required to notify and / or supply information relating to your (i.e. the parents) and / or your daughter's right to enter, reside and / or study in the UK to UKVI and the Home Office (and to do so whether we sponsor your daughter or not).

Notes

Early registration is recommended. Registrations will be considered in the order they are received. Offers of places are subject to availability and the admission requirements of the School at the time offers are made. Please see the School's *Terms and Conditions*.

How we will use the information provided in this form

This information will be used by the School during the admissions process in order to manage and assess your application and your daughter's suitability for a place at the School.

For example:

- a) we may contact your daughter's current or previous school to ask for a reference;
- b) we may ask for information about other schools to which you are applying because they may hold their entrance exam on the same day as ours;

- c) we may contact other people with parental responsibility to check that they consent to your daughter joining the School;
- d) the Confidential Information form will be used to ensure that we have made any reasonable adjustments for your daughter when they visit the School and/or during any entrance assessments and subsequently if they are offered a place;
- e) we may share your information with credit reference agencies.

We may also need to share information with UKVI as explained above.

If your daughter is not offered a place, or if you do not accept the offer of a place, we will only retain this information for as long as we need to. Unless there are exceptional circumstances, the information is kept for up to a year after the end of the admissions process.

For more information about how the School will use your information, and your daughter's information, please see our pupil privacy notice and our parent privacy notice. Both of these documents are published on the School's website: <http://www.theabbey.co.uk/about-the-abbey/policies>

Declaration

I / We request that my/our daughter named above is registered as a prospective pupil.

I / We have paid by bank transfer */ cheque * / debit card * the non-refundable Registration Fee of £100 (UK)*/ £250 (Overseas)* before returning this completed Registration form duly signed by me / us.

(* - Please delete as applicable)

Signatures

	First signatory	Second signatory
Signature *		
Name in full * (please include all names)		
Date of birth (optional)		
Relationship to daughter *		
Date*		

Confidential Information form on our website

All information received in this form will be treated in confidence.

Daughter's full name	
Name of first signatory (as appears on the Registration form)	
Name of second signatory (as appears on the Registration form)	

Please disclose any medical condition, health problem or allergy affecting your daughter.

If applicable to your daughter, it will also help us plan for their arrival if you can let us know of any :-

- learning difficulty
- special educational need
- disability
- behavioural, emotional and / or social difficulty.

The information provided in this form will enable the School to consider any reasonable adjustments that it may need to make to assist your daughter to partake in the School's admissions procedure or when she enters the School.

Please provide us with as much detail as possible in the space below. Where possible, please provide any relevant documentation such as medical reports, assessments etc.

Prior to the commencement of the admissions process, we will contact you about any special arrangements your daughter may require.

The information requested on this form is needed because the School has contractual and statutory duties towards your daughter. For more information about how the School will use your information, and your daughter's information, please see our pupil privacy notice and our parent privacy notice. A summary of key information found in these notices is provided with the letter of offer and all of these documents are published on the School's website:

<http://www.theabbey.co.uk/about-the-abbey/policies>

Cancellation notice and Cancellation form

Contract for educational services (Parent Contract)

If your contract with the School was formed entirely by means of distance communication (i.e. by post or electronic communication) without a face to face meeting with a member of the School staff, you may cancel the contract within 14 days of the date of acceptance. The date of acceptance is the date stipulated on the Acceptance form.

You have the right to cancel the Parent Contract without giving any reason.

To exercise your right to cancel, you must inform the School of your decision to cancel your contract by a clear statement (e.g. a letter sent by post or an email).

To meet the cancellation deadline, you must send your communication concerning your exercise of the right to cancel with the School before the cancellation period has expired.

Effects of cancellation

a) Where we have provided educational services

If, following your acceptance of a place and payment of the Acceptance deposit, we provide educational services to your daughter, and then you choose to cancel your contract before the 14 day period expires, you will be liable to pay to the School our reasonable costs. These will be the costs for the actual services provided up to the time you communicate to us your cancellation of your contract, calculated as a proportion of the termly fees. We will return to you, after deduction of our reasonable costs, the balance of fees and other deposits paid. The School reserves the right to retain your Acceptance deposit should the vacancy in your daughter's year group not be filled.

We will not repay the non-refundable registration fee.

b) Where we have not provided educational services

If you cancel your contract within the 14 day period and we have not provided any educational services to your daughter, we will reimburse to you in full any payment of fees and any deposits received from you, without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel. The School reserves the right to retain your Acceptance deposit should the vacancy in your daughter's year group not be filled.

We will not repay the non-refundable registration fee.

We will make any reimbursement due using the same means of payment as you used for payment to us, unless we expressly agree otherwise. You will not incur any fees as a result of the reimbursement.

Reimbursement of payments made

If you have paid to us an amount greater than any costs we have properly incurred, we will reimburse you with the balance, within the timescale and in the manner set out in b) above.

Cancellation form

**Cancellation of
contract To the**

parents:

If you wish to cancel your Parent Contract with The Abbey within the 14 day period, please notify the Head, by email or letter at the School address. Below is some suggested wording.

The Head of The Abbey, Reading

17 Kendrick
Road Reading
RG1 5DZ

I / We hereby give notice that I / we cancel the Parent Contract as set out in:

- the letter of offer;
- the School's *Terms and Conditions*;
- the Acceptance form returned to the School on _____; and
- the fees list.

Name(s) of parent(s):

Address(es) of parent(s):
.....
.....
.....

Signed:

Date:

Scholarship or Bursary: Conditions of Award

- 1 **Grant of the award:** An award is granted at the sole discretion of The Abbey, Reading (the School).
- 2 **Obligations of the Pupil:** The Pupil who is the subject of an award is required to work hard, to contribute positively to the life of the School, to be a credit to the School and to set a good example to other pupils. The Pupil must adhere to the School's required standards of conduct and progress. These are the **Purposes of the Award**.
- 3 **Obligations of the Parents:** The Parents are required to:
 - 3.1 support and encourage the Pupil to achieve the Purposes of the Award; and
 - 3.2 treat members of the School community reasonably and to uphold the aims and the good name of the School; and
 - 3.3 comply with the School's *Terms and Conditions*.
- 4 **Means tested awards:** All means tested awards will be subject to annual review and the Parents shall each year be required to complete a financial means questionnaire. After any annual review, the School reserves the right to vary the value of the award with immediate effect and will confirm the new value in writing to the Parents.
- 5 **Continuation of the award:** Continuation of the award is dependent upon the following conditions being fulfilled:
 - 5.1 in the case of a means tested award, the Parents satisfying the School's financial requirements each year; and / or
 - 5.2 in respect of all awards:
 - 5.2.1 the financial resources allocated by the School to support the award being sufficient to maintain the award; and
 - 5.2.2 it being in the financial interests of the School to maintain the award; or
 - 5.2.3 the Pupil complying with the obligations set out in clause 2 above. (Please also see clause 7.2.1 below.)
 - 5.2.4 the Parents complying with the obligations set out in clause 3 above. (Please see also clause 7.2.2 below.)
- 6 **Confidentiality:** The value and Terms and Conditions of the award shall remain confidential to the Parents and the Pupil and the School.
- 7 **Termination of the award:** The award may be terminated on the following grounds:
 - 7.1 **Termination on financial grounds:** the School may terminate the award on one term's notice in writing if, in the opinion of the School Governors acting in good faith:
 - 7.1.1 the Parents have not satisfied the School's financial requirements under clause 4 and clause 5.1; or
 - 7.1.2 the School is no longer able to continue the award under clause 5.2.1 or 5.2.2 above.

The termination shall take effect from the date set out in the written notice.

- 7.2 **Termination on the grounds of conduct:** the School may terminate the award by written notice sent to the Parents with immediate effect if, in the opinion of the School Governors acting in good faith, one or more of the following conditions has been fulfilled:
- 7.2.1 the Pupil has not complied with the obligations set out in clause 2 and in the further opinion of the School Governors there has been no significant improvement following consultation with the Parents and / or the Pupil and the issue of a written warning; or
 - 7.2.2 the Parents have not complied with the obligations set out in clause 3; or
 - 7.2.3 the Parents of the Pupil do not keep the value and Terms and Conditions of the award confidential in accordance with clause 6; or
 - 7.2.4 the Parents withdraw the Pupil from the School without providing proper notice.
- 7.3 **Repayment of the award:** the Parents will be required to repay all or part of the benefits received under the award if it is terminated in any of the following circumstances:
- 7.3.1 under clause 7.1.1 if the Parents have knowingly or recklessly provided false or inaccurate information about their financial position, all benefits received from the date on which the false or inaccurate information was supplied may be repayable; or
 - 7.3.2 under clause 7.2.1 if the Pupil has been found to have committed a serious breach or series of persistent minor breaches of discipline for which the sanction would normally be expulsion or required removal, up to three terms' benefits (if received) may be repayable.
- 8 **Cancellation and Withdrawal:** For the avoidance of doubt, the benefit receivable under an award will not apply to the Parents' liability to pay the first term's Fees if less than a term's written notice of cancellation is given, or to any term for which the School requires payment of fees in lieu of notice following withdrawal without proper notice.
- 9 **Conditions of Award:** These Conditions of Award take precedence over any of the School's *Terms and Conditions* which are inconsistent with them but in all other respects the School's *Terms and Conditions* as amended from time to time shall apply and these Conditions of Award shall be interpreted in accordance with them.

Acceptance form

Daughter's full name			
Preferred name			
Date of birth		Date of entry	

I / We accept the place which has been offered to me/us for my / our daughter (named above), on the terms of:

- the letter containing that offer together with any Conditions of award attached
- this Acceptance form
- the School's Parent Contract which includes the *Terms and Conditions*, enclosed with the offer letter
- the School's fees list, as varied from time to time

I / We acknowledge reviewing the current vision, mission, ethos, values and Learner Profile statements of the School which I / We have read and have drawn to my / our daughter's attention. This document can be found here - <https://theabbey.co.uk/about-the-abbey/vision-and-values>

Cancellation rights

I / We understand that I/we may cancel this agreement at any time within 14 days of the date of acceptance only if the offer is made and accepted entirely at a distance by means of post or electronic communication.

Immigration status

Where applicable I / we enclose a copy of our daughter's passport and immigration status documentation confirming her right to enter the UK and study at the School. Where she holds a dependent visa, I / we also enclose a copy of my / our passport/s and immigration status documentation confirming my / our right to enter and live in the UK. Please see clauses 3.5 and 9.14 in the School's *Terms and Conditions*.

Declarations by the signatories to this Acceptance form

I / We declare as individuals and, if applicable, jointly that:

- 1 **Terms and Conditions:** Before signing this Acceptance form I / we have read and understood and I / we agree to the School's *Terms and Conditions* and, where appropriate, the Conditions of Award of a bursary or scholarship, which will undergo reasonable change from time to time. I / We have retained a copy of the School's Parent Contract which includes the School's *Terms and Conditions* with our records.
- 2 **Disclosures:** I / We have already provided and will continue to provide details of any medical condition, health problem or allergy affecting my / our daughter; any learning difficulty, disability, or special educational needs of my / our daughter, as well as any behavioural, emotional and / or social difficulty of my / our daughter (for example

dyslexia, dyspraxia, attention deficit disorder, visual or hearing impairment or any condition requiring the use of a wheelchair). I / We attach in confidence details of any relevant information received since my / our previous disclosure.

- 3 **Medical matters:** I / We have completed in confidence the School's Medical information and consent form and will continue to provide all relevant information about any medical condition, a health problem, or allergy which affects my / our daughter and / or which may prevent my / our daughter from taking a full part in the School's academic and games or sports curriculum, outdoor activities and educational visits or if my/our daughter has been in contact with anyone with an infectious or contagious disease.
- 4 **Court orders:** Where I am/we are separated or divorced, I/we have informed the School of this. I/We have also disclosed all court orders or criminal proceedings in relation to my/our daughter and all court orders, criminal proceedings, statutory demands or bankruptcy petitions relating to either parent (including any court orders relating to financial matters). I/We will disclose any subsequent court orders, criminal proceedings, statutory demands or bankruptcy petitions to the School.
- 5 **Parental responsibility:** I / We both have parental responsibility (i.e. legal responsibility) for my/our daughter named above. * I / We confirm that no other person's consent is required for my/our daughter to attend the School.
- 6 If any person signing this Acceptance form does not have parental responsibility for my/our daughter please provide a brief written explanation of the relationship between that person and my/our daughter together with the name/s of all others with parental responsibility for my/our daughter.

- 7 **Current and previous schools:** I / We confirm that fees payable to my / our daughter's current and any previous schools have been paid or will be paid in full before my / our daughter enters the School. Except as disclosed in a confidential letter attached to this Acceptance form, my / our daughter has not been withdrawn from or been asked to leave another school as a result of misconduct and is not under investigation and has not been convicted of any criminal offence.
- 8 **School fees:** I / We understand that the School may at any time make enquiries of my / our daughter's current or previous schools for confirmation that all sums due and owing to such school(s) have been paid. I / We understand that the School may inform any other school or educational establishment to which I / we propose sending my / our daughter if any fees of the School are unpaid. I / We also understand that the School may make reasonable enquiries of relevant third parties (for example credit reference agencies) about my / our financial means in appropriate circumstances.
- 9 **Cancellation or Withdrawal:** Except where the cancellation rights described above apply or where otherwise provided in the School's *Terms and Conditions* I / we will not cancel my / our acceptance of this place or withdraw my / our daughter from the School without first giving a term's written notice or pay a term's fees in accordance with the School's *Terms and Conditions*. Please see Section 9 (Provisions about notice) of the School's *Terms and Conditions* for further information about notice, cancellation and withdrawal.

- 10 **Documents:** I / We confirm that before signing this Acceptance form, I / we have seen or had an opportunity to see all the documents referred to in the School's *Terms and Conditions*, including the visions, mission, ethos, values and learner profile statements - found here: <https://theabbey.co.uk/about-the-abbey/vision-and-values>, and the Parents' Handbook, the home school agreement and the positive behaviour expectations rules for Junior and Senior school pupils (the 'school rules') - found here: <https://theabbey.co.uk/about-the-abbey/admissions/new-starters>
- 11 **Confirmation of declarations:** I / We confirm that the declarations made on this Acceptance form are true and that I / we have disclosed all the information required in the declarations. I / we understand and agree that the School has the right to terminate this contract for educational services immediately if any declaration is found to be untrue.

Authorities given by the signatories to this acceptance form

I / We give the following express authorities on behalf of myself / ourselves and (so far as I am / we are entitled to do so) on behalf of my / our daughter.

- 12 **Commencement of services:** I / We consent to the School providing educational services to my / our daughter if she starts as a pupil at the School within 14 days of the date of this Acceptance form.
- 13 **Immigration arrangements:** Where my /our daughter is sponsored by the School under Tier 4 of the Points Based System for Immigration I / we consent to the arrangements for my / our daughter's visa application, travel, reception and care arrangements in the UK.

How we use your information

For more information about how the School will use your information, and your daughter's information, please see our pupil privacy notice and our parent privacy notice.

Key information from our parent privacy notice and our pupil privacy notice are enclosed with the offer letter and the full notices are published on the School's website:

<http://www.theabbey.co.uk/about-the-abbey/policies>

If your daughter is 16+ years old, she has the maturity to exercise her own data protection rights. Therefore please show her a copy of the pupil privacy notice and discuss it with her.

Signatures

I / We have paid by bank transfer */ cheque * / debit card * £1,000 being the Acceptance deposit (UK pupils)/a term's fees (Overseas pupils) which will be held without payment of interest in the general account of the School in accordance with the School's *Terms and Conditions*.

(* Please delete as applicable)

Deposit Account

Account Name: Abbey School Reading Fee Deposits
Bank: HSBC
Account Number: 24820312
Sort Code: 40-38-04

	First signatory	Second signatory
Signature		
Title (e.g. Mr, Mrs, Ms)		
Name in full (please include all names)		
Date of birth (optional)		
Relationship to daughter		
Telephone number		
Address		
Postcode		
Date		

Please return this form and a completed Medical information and consent form to the Head of Admissions together with a confidential letter addressed to the Head if there are any matters of which we ought to be aware before your daughter enters the School.

The Abbey School (Established in 1887)
Registered Company Limited by Guarantee
Registered in England, Company Number:
133676
Registered Office: 17 Kendrick Road, Reading RG1
5DZ Registered Charity Number: 309115
Head: Mrs Rachel SE Dent

Medical information and consent form

The School requires you to complete all sections of this form as fully as possible. The information provided by you in this form will help us to care for your daughter while she is a pupil at the School.

All information received on this form will be treated in confidence.

For more information about how the School will use your information and your daughter's information contained in this form, please see our pupil privacy notice and our parent privacy notice. Key information and the full notices are published on the School website:

<http://www.theabbey.co.uk/about-the-abbey/policies>

Daughter's details

Daughter's full name:	
Date of birth:	

Daughter's doctor's details

Name of daughter's doctor:	
Address of daughter's doctor:	
Telephone number for daughter's doctor:	

Eyesight and hearing

Does your daughter have an eyesight condition? (please tick one box)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Does your daughter have a hearing condition? (please tick one box)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
If you have answered Yes to either question above, please provide details below:				
If your daughter takes any medication for an eyesight or hearing condition, please provide details in the medication and treatment section in this form.				

Infectious conditions

Has your daughter had any of the following infectious conditions? (please indicate by ticking either Yes or No for each condition)			
Condition:	Yes	No	Approximate date of infection
Mumps			
Rubella			
Chicken pox			
Measles			
Glandular fever			
Rheumatic fever			
If you have answered Yes to any of the above, please provide details below:			
Has your daughter been in contact with anyone with an infectious or contagious disease? (if Yes, please provide details in the box below)			

Allergies

Does your daughter have any medically diagnosed allergies?				
Hay fever	Yes		No	
Medicine (if Yes, please provide details in the box below)	Yes		No	
Animals (if Yes, please provide details in the box below)	Yes		No	

Foods (if Yes, please provide details in the box below)	Yes		No	
Other allergies (if Yes, please provide details in the box below)	Yes		No	
<p>If your daughter takes any medication for an allergy, or carries an EpiPen or other auto-injector, please provide details in the medication and treatment section in this form.</p> <p>If your daughter has special dietary requirements in relation to these medically diagnosed condition/s, please provide details in the box below:</p>				

Other conditions

Does your daughter have any of the following conditions?				
Asthma	Yes		No	
Diabetes - type 1	Yes		No	
Diabetes - type 2	Yes		No	
Epilepsy	Yes		No	
Mental health condition(s) (if Yes, please provide details in the box below)	Yes		No	
Other condition(s) (if Yes, please provide details in the box below)	Yes		No	
<p>If your daughter takes any medication or receives treatment for an above named condition, please provide details in the medication and treatment section in this form.</p>				

Immunisation

The following table lists the routine and optional vaccinations (including travel vaccinations) available for daughter in the UK.

Please provide date(s) of immunisation of your daughter where indicated or, if immunisation not carried out, please state.

Immunisation	Date(s) of Immunisation
Routine vaccinations	
5 in 1 vaccine (Diphtheria, Tetanus, whooping cough, polio, Hib)	
PCV (Pneumococcal jab)	
Rotavirus	
Men B (Meningococcal type B)	
Hib / Men C	
MMR (Measles, Mumps, Rubella)	
Children's 'flu vaccine	
4 in 1 Pre-school booster (Diphtheria, Tetanus, whooping cough, polio)	
HPV	
3 in 1 teenage booster (Diphtheria, tetanus, polio)	
Meningitis (Meningococcal types A, C, W, Y)	
Optional vaccinations	
Chickenpox	
BCG (Tuberculosis)	
Influenza	
Hepatitis B	
Travel vaccinations	

Typhoid	
Cholera	
Yellow Fever	
Meningitis (Meningococcal types A and C)	
Hepatitis A	
Hepatitis B	
Japanese encephalitis	
Tick-borne encephalitis	
Rabies	
Other (please provide details in the box below)	

Medication and treatment

Name of medication / treatment	Reason for medication / treatment	Dosage (if applicable)	Frequency

I/We have provided full and complete information about my/our daughter in this Medical information form.

I/We agree to inform the School in the event that my/our daughter's health or needs change.

I/We also agree to inform the School of any medication or treatment my/our daughter is receiving as I/we understand that appropriately qualified School staff may administer medication or need to refer on to medical, dental and optical specialists as required.

	First signatory	Second signatory
Signature		
Title (e.g. Mr, Mrs, Ms)		
Name in full (please include all names)		
Relationship to daughter		
Date		

Medical Consent

- 1 **First Aid:** I/We consent to appropriately trained and qualified members of the School staff administering first aid to my/our daughter where appropriate.
- 2 **Medical treatment:** I/We hereby give my/our consent for the School to act on my/our behalf as necessary for my/our daughter's welfare if she requires a medical examination, medical testing or minor medical treatment such as attendance at a local GP, Doctor or Optician.
- 3 **Emergency Medical Treatment:** I/We give my/our consent for the Head to act on our behalf to authorise emergency medical treatment as necessary for my/our daughter's welfare in the event I/we cannot be contacted in time.
- 4 **The administration of medicines:** I/We hereby give my/our consent for appropriately qualified members of the School staff to administer prescription medication as listed in the medication and treatment section of the Medical information and consent form or as subsequently notified to the School and/or non-prescription medication such as Paracetamol, Ibuprofen, simple cough linctus, indigestion remedies and other over-the-counter remedies under protocols from the School nurse for treating minor ailments.

If there is any medication or remedies you would prefer your daughter not to receive please indicate these in the box below.

	First signatory	Second signatory
Signature		
Title (e.g. Mr, Mrs, Ms)		
Name in full (please include all names)		
Relationship to daughter		
Date		

The Terms and Conditions

1 Introduction

1.1 **Terms and Conditions:** These *Terms and Conditions* reflect the custom and practice of independent schools for many generations and together with:

- 1.1.1 the letter of offer;
- 1.1.2 the Conditions of Award if applicable;
- 1.1.3 the Acceptance form; and
- 1.1.4 the fees list

they form the basis of a legally binding contract between the Parents and the School for the provision of educational services. These *Terms and Conditions* are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of The Abbey, Reading.

1.2 **Variations:** these Terms and Conditions, the Conditions of Award (if applicable) and the fees listed are subject to change from time to time to reflect changes in the law or in custom and practice at the School.

1.3 **Fees and Notice:** The rules concerning Fees and Notice are of particular importance and are set out in Section 4 and Section 9.

1.4 **Managing change:** The Abbey, Reading, as any other school, is likely to undergo a number of changes during the time your daughter is a pupil here. Please see Section 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

2 Terminology

2.1 **School:** means The Abbey, Reading as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee.

2.2 **School Governors or Governing Body:** means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for the governance of the School.

2.3 **Head:** means the Head of the School as appointed by the School Governors. The Head is responsible for the day-to-day running of the School.

2.4 **Parents:** means any person who, if applicable, has signed the Acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the School, the Parents and the third party. Please also see clause 4.3 and clause 11.7.

2.5 **Parental Responsibility:** Those who have Parental Responsibility (i.e. legal responsibility for your daughter) are entitled to receive relevant information concerning your daughter whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of your daughter.

- 2.6 **Pupil:** means your daughter named on the Acceptance form. The age of the Pupil will be calculated in accordance with British custom.

3 Admission and entry to the School

- 3.1 **Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Registration form has been completed and returned to the School and the non-returnable registration fee paid. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the relevant time. **Admission** occurs when the Parents accept the offer of a place. **Entry** occurs on the date when the Pupil attends the School for the first time under these Terms and Conditions.
- 3.2 **Equality:** The School is an independent day school for girls aged from 3 to 18 years. The School has a Christian ethos and welcomes staff and daughterren from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to girls who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, the School can cater adequately.
- 3.3 **Offer of a place and deposit:** A deposit (**Acceptance Deposit**) as shown on the fees list for the relevant year will be payable when the Parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of fees or other sums due to the School on leaving, unless the Parents wish to donate the Acceptance Deposit to the School's 1887/Annual Fund. See also clause 9.7.
- 3.4 **Immigration:** The School currently holds a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the Head when returning a completed registration form or at any other time if their daughter requires sponsorship from the School in order to obtain a visa to study at the School. It shall be the Parents' responsibility at all times to ensure that their daughter has the appropriate immigration permission to live in the United Kingdom and to study at this School and the Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a Tier 4 sponsor, including passport, visa, vignette and /or biometric residence permit of the daughter and, where necessary, the Parents. Please also see clause 9.14.

4 Fees

- 4.1 **Fees:** may include alone or in combination any of the Registration fee, the Acceptance Deposit, tuition fees, fees for extra tuition, other extras such as event charges, clothing and equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, or damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in fees payment or late payment charges if incurred.
- 4.2 **Payment of Fees:** The Parents jointly and severally 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 deferment of payment of fees, fees for each term are due and payable as cleared funds before the commencement of the school term to which they relate. If an item on the fees invoice is under query, the balance of that fees

invoice must be paid. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.

- 4.3 **Payment of Supplementary Charges:** Fees for supplementary charges for trips, purchases and other activities will be made through Parent Pay. On joining Parents will be issued with an activation code for Parent Pay.
- 4.4 **Payment of fees by a third party:** An agreement with a third party to pay the fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of 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.
- 4.5 **Indemnity:** If the School is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.
- 4.6 **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction of fees will not be refunded, reduced or waived if:
- 4.6.1 the Pupil is absent through illness; or
 - 4.6.2 a Term is shortened or a vacation extended; or
 - 4.6.3 the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or
 - 4.6.4 the School is temporarily closed due to adverse weather conditions; or
 - 4.6.5 for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

See also Section 10 for information about events beyond the control of the parties.

Parents may wish to consider the Schools Refund Scheme, details of which can be found under the Fees & Finance section of the school website or by contacting the Head of Finance and Resources.

- 4.7 **Exclusion for non-payment:** The School reserves the right to exclude the Pupil on three days' written notice if fees are overdue for payment or if the Parents fail to provide information reasonably requested by the School about the identity of the payer of any fees or the source of the funds. If the Pupil is excluded for a period of 28 days, she will be deemed withdrawn without notice and a term's Fees in lieu of notice will be payable in accordance with Section 9. Exclusion in these circumstances is not a disciplinary matter and the right to a Governor's Review will not normally arise. The School may withhold any information, character references or property while fees remain overdue where it is lawful to do so.
- 4.8 **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 3% per annum over the base rate of the Bank of England 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.

- 4.9 **Part-payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges may be applied to any unpaid balance of fees, as set out in clause 4.7.
- 4.10 **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 daughter may also be appropriated by the School to the unpaid account of any other daughter of the Parents.
- 4.11 **Instalment arrangements:** An agreement by the School to accept payment of current and / or past and /or future fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these Terms and Conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the Terms and Conditions of the instalment agreement or the invoice shall prevail.
- 4.12 **Scholarships and bursaries:** Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and its staff reasonably. The terms on which such awards are offered and accepted will be notified to the Parents and the Pupil at the time of offer. Any value attached to a scholarship shall be deducted from fees before any bursary or other concession is calculated or assessed. A copy of the School's Bursary Policy is available from the School on written request.
- 4.13 **Fees 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 and the Acceptance deposit, if paid, will be refunded without interest, less any sums owing to the School. The parents may, however, wish to donate the Acceptance Deposit to the School's 1887/Annual Fund. See also clause 9.7.
- 4.14 **Information about Fees:** The Parents acknowledge that the School may make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also acknowledge that the School may inform any other school or educational establishment to which the Pupil is to be transferred if any fees of the School are unpaid.
- 4.15 **Identity of Fees payer:** From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as the sight of a passport.

5 Educational matters

- 5.1 **Provision of education:** The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The School will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the Pupil will achieve her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 5.2 **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs.

We will endeavour to inform the Parents of significant changes to the curriculum and the reasons for them as soon as practicable.

- 5.3 **Progress reports:** The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of grades, full written reports and parents' consultation meetings.
- 5.4 **Sex and Relationships education:** The Pupil will receive health and life skills education appropriate to her age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.
- 5.5 **Public examinations:** The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of her professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and / or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from her tutors.
- 5.6 **Examination services:** The Head may, after consultation with the Parents and if appropriate the Pupil, decline to apply for access arrangements or post-examination services if, in her professional judgement, it is considered not to be in the best interests of the Pupil or the examination cohort to do so.
- 5.7 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- 5.8 **Learning difficulties:** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The School staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, or other learning difficulties.
- 5.9 **Screening for learning difficulties:** The screening tests available to schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
- 5.10 **Information about learning difficulties:** The Parents shall notify the Head when completing the School's Confidential information form and subsequently in writing if at any time they are aware or suspect that the Pupil has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The Pupil's place will be cancelled or, once the Pupil has started, Parents will be asked to withdraw the Pupil without further charge if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching where it is lawful to do so.
- 5.11 **Notice period:** The Parents must give a term's notice in writing (i.e. before the start of the summer term) in accordance with the provisions for notice in Section 9 below if they do not intend the Pupil to proceed to the next stage of the School, or a term's fees in lieu of notice will be payable.
- 5.12 **Intellectual property:** Where the Pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the School may use that work

for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet or public website.

- 5.13 **Pupil's work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. This does not prejudice the Pupil's or the Parents' right to access their personal data under data protection law. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head, staff or the School.
- 5.14 **Consent for educational visits:** A variety of educational visits will be provided for the Pupil. Parents will be provided with relevant information in advance of educational visits. Unless Parents specifically notify the School in writing that they do not wish the Pupil to take part in a specific educational visit, by signing the Acceptance form or agreeing to be bound by these Terms and Conditions the Parents consent to the Pupil taking part in all educational visits. These include:
- 5.14.1 off-site activities involving Pupils aged 5 or under; or
 - 5.14.2 visits (including overnight or residential stays) which take place during the weekends or school holidays; or
 - 5.14.3 non- routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the School day; or
 - 5.14.4 adventure activities which may take place at any time; or
 - 5.14.5 visits that cost less than £500.

The Parents agree that the Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit.

- 5.15 **The cost of educational visits:** The School will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in clause 5.14.1 to 5.14.4 above. The cost of such a visit will be payable in advance and may be subject to a separate agreement. All additional costs (such as medical costs, taxis, airfares, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Pupil from taking part in an educational visit while overdue fees remain unpaid.

6 Pastoral care

- 6.1 **The School's commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.
- 6.2 **Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by us must be notified to the School as soon as practicable. A copy of the School's complaints procedure can be supplied upon request. See also clause 8.18.

- 6.3 **Pupil's rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with her parents. If any conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.
- 6.4 **Head's authority:** The Parents authorise the Head to take and / or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare. Please see Sections 7 and 8 below.
- 6.5 **Ethos:** The ethos of the School is to foster good relationships between pupils and between members of School staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and Parents and We expect the same of the Pupil and Parents in relation to the School or its staff.

6.6 **Physical contact:** The Parents consent to such physical contact with the Pupil:

- 6.6.1 as may accord with good practice; or
- 6.6.2 as may be appropriate and proper for teaching and instruction; or
- 6.6.3 for providing comfort to the Pupil in distress; or
- 6.6.4 to maintain safety and good order; or
- 6.6.5 in connection with the Pupil's health and welfare.

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

6.7 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:

- 6.7.1 any known medical condition, health problem or allergy affecting the Pupil;
- 6.7.2 any history of a learning difficulty on the part of the Pupil or any member of her immediate family;
- 6.7.3 any disability, special educational needs or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;
- 6.7.4 any family circumstances, court proceedings or court order which might affect the Pupil's welfare or happiness;
- 6.7.5 any concerns about the Pupil's safety;
- 6.7.6 any significant change in the financial circumstances of the Parents;
- 6.7.7 if it is the Parents' intention that the Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 2 days or more.

6.8 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In

some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have. Please refer to the Pupil and Parent privacy notices on our website.

The School reserves the right to monitor the Pupil's use of:

- 6.8.1 email;
- 6.8.2 the internet; and
- 6.8.3 mobile electronic devices.

See also the School's policy on acceptable use of IT and email

here: <http://www.theabbey.co.uk/about-the-abbey/policies>

- 6.9 **Special precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. Accordingly the Parents must notify the Head in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. The Head may exclude the Parents from School premises if, acting in a proper manner, it is considered such exclusion to be in the best interests of the Pupil or any other member of the School community.
- 6.10 **Leaving School premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but does not accept responsibility for the Pupil if she leaves School premises in breach of School rules and regulations. The School is not legally entitled to prevent a pupil aged 16 years or over from leaving School premises during School hours.
- 6.11 **Communications from the Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents unless there is clear evidence of a contrary view. This requirement does not apply to the giving of Notice for the cancellation of the place or the withdrawal of the Pupil from the School. Those persons who are required to consent to or to give Notice of cancellation or withdrawal are set out in clause 9.2.
- 6.12 **Absence of the Parents:** The Parents must inform the Head in writing of the name, address and telephone number for 24 hour contact for the adult who will have the care of the Pupil at any time when both the Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer.
- 6.13 **Education guardians:** The Parents if resident outside the UK must before entry appoint an education guardian for the Pupil in the UK who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility for the Pupil when she is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the School, in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details.
- 6.14 **Photographs or images (including video recordings):** The School may obtain and use photographs or images (including video recordings) of the Pupil for:

6.14.1 use in the School's promotional material such as the prospectus, the website or social media;

6.14.2 educational purposes as part of the curriculum or extra-curricular activities; or

6.14.3 press/media and social media purposes.

Please see the pupil privacy notice for more information about how the School uses photographs and videos of pupils. The School may seek specific consent from the Parents before using a photograph or video recording of the Pupil, below 16 years of age, where the School considers that the use is more privacy intrusive. Where the Pupil is of sufficient maturity (aged 16 years or older) we will seek the Pupil's specific prior consent in addition to or instead of the Parents' consent. We would not disclose any personal data of the Pupil alongside a photograph or video without the Parents' consent.

6.15 **Request for confidentiality:** The Parents may ask the School to keep information about the Pupil confidential. For example, the Parents may ask the School to not use photographs of the Pupil in in-house promotional material or on external facing marketing activities for the School. If the Parents would like information/images about the Pupil to be kept confidential, they must be explicit in the Consent capture forms sent out to all parents for their daughters aged under 16. Pupils aged 16 and older must fill in their own Consent capture forms, giving their permissions/exclusions.

6.16 **Pupil's personal property:** The Pupil is responsible for the security and safe use of all her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to her by the School.

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

6.18 **School's liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

7 Health and medical matters

7.1 **Medical declaration:** Parents will be asked to complete a Medical information and consent form concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.

7.2 **Pupil's health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it necessary as a matter of professional judgement in the interests of the Pupil and / or the School community. The Pupil if of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community. The Head has the discretion to decide if your daughter should be at School.

7.3 **Medical information:** Throughout the Pupil's time as a member of the School, the School nurse shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, need-to-know basis.

7.4 **Emergency medical treatment:** The Parents authorise the Head to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

8 Behaviour and discipline

8.1 **School regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.

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

8.3 **School rules:** The School rules which apply are set out in the Parent Handbook, the School Planner and on the School website and other documents published from time to time. The Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.

8.4 **School discipline:** The Parents accept the authority of the Head and of other members of staff at the School on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's policies on behaviour and discipline current at the time, published on the School website <http://www.theabbey.co.uk/about-the-abbey/policies> will apply to all pupils at the School and at all times when the Pupil is in or at School, representing the School or wearing School uniform, travelling to or from School, on School-organised trips or associated with the School at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring the School into disrepute.

8.5 **Investigative action:** An allegation, complaint or rumour of misconduct will be investigated. The Pupil may be questioned and her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's rights and freedoms. The Parents will be informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, unless the School is prevented from doing so by the police if they are involved. If considered necessary, the School may make arrangements for legal representation for the Pupil to be funded at the Parents' expense.

8.6 **Procedural fairness:** Investigation of an allegation, complaint or rumour that could lead to Expulsion, Removal or Withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. If a disciplinary meeting with the Head is required before a decision is taken, the School will make reasonable efforts to notify the Parents or education guardian so that they can attend. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of her choice.

8.7 **Divulging information:** Except as required by law, the School and its staff shall not be required to divulge to the Parents or others any confidential information or the identities

of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.

- 8.8 **Drugs and alcohol:** The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School rules or policy. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.
- 8.9 **Sanctions:** The School's current policies on sanctions are available to the Parents on request before they accept the offer of a place. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, suspension, temporary removal or permanent removal.
- 8.10 **Definitions of sanctions:** The definitions in this clause apply in these Terms and Conditions.
- Expulsion:** means that the Pupil is required to leave the School permanently in circumstances described in clause 8.11.
- Removal:** means that the permanent removal of the Pupil from the School is required in circumstances described in clause 8.13.
- Suspension:** means that the Pupil is sent or released home for a limited period as either a disciplinary sanction or pending the outcome of an investigation or pending a Governors' Review.
- Withdrawal:** has the meaning set out in clause 9.10.
- 8.11 **Expulsion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision to expel shall be subject to a Governor's' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 8.16 and clause 8.17.
- 8.12 **Fees following Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of fees for the current or past terms. There will be no charge to fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of fees and any other sums due to the School will be payable.
- 8.13 **Removal in other circumstances:** The Parents may be required to remove the Pupil permanently from the School if, after consultation with the Parents and if appropriate the Pupil, the Head is of the opinion that:
- 8.13.1 the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or
- 8.13.2 by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the School; or
- 8.13.3 one or both of the Parents have treated the School or members of its staff or any member of the School community unreasonably; then

in these circumstances, and at the sole discretion of the Head, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School. The Head's decision to require the Removal of the Pupil shall be subject to a Governor's Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 8.16 and clause 8.17.

- 8.14 **Fees following Removal:** If the Pupil is removed or withdrawn in the circumstances described in clause 8.13, the provisions relating to fees shall be as set out in clause 8.12 save that the Acceptance Deposit will be refunded without interest less any sums owing to the School.
- 8.15 **Leaving status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion or Removal or Withdrawal.
- 8.16 **Governors' Review:** The Parents may request a review by Governors (**Governors' Review**) of a decision to expel or require the Removal of the Pupil from the School (but not a decision to suspend the Pupil unless the suspension is for 11 School days or more, or would prevent the Pupil taking a public examination). The Head will advise the Parents of the Governors' Review procedure current at that time when she informs the Parents of her decision. A Governor's Review will be conducted under fair procedures in accordance with the requirements of natural justice.
- 8.17 **Pupil's status pending Review:** If the Parents request a Governor's Review, the Pupil will be suspended from School until the Review procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head.
- 8.18 **Complaints procedure:** A complaint as described in clause 6.2 above which does not involve an Expulsion or Removal of the Pupil must be made in accordance with the School's complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

9 Provisions about Notice

- 9.1 **Term:** means the period between and including the first and last days of the relevant School term.
- 9.2 **Notice:** means (unless the contrary is stated in these Terms and Conditions) a Term's Written Notice given by:
- 9.2.1 both Parents; or
- 9.2.2 one of the Parents with the prior written consent of the other Parent; and
- 9.2.3 in either case the prior written consent of any other person with Parental Responsibility where appropriate before the first day of term addressed to and received by the Head personally or the Head of Finance and Resources on the Head's behalf. It is expected that the Parents will consult with the Head before giving notice to withdraw the Pupil. The Parents should contact the School if no acknowledgement of the notice is received from the School within seven days of the date of the notice.
- 9.3 **A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if:

- 9.3.1 the Parents wish to cancel the place after acceptance; or
 - 9.3.2 the Parents wish to withdraw the Pupil who has entered the School; or
 - 9.3.3 following the GCSE year or Year 12 the Pupil will not return for the following year even if she has achieved the required grades.
- 9.4 **Provisional notice:** is valid only for the term in which it is given. Provisional notice must be given in writing and received by the Head personally or the Head of Finance and Resources on the Head's behalf.
- 9.5 **Fees in lieu of notice:** in circumstances where the Parents have not given a term's written notice, fees in lieu of notice means fees in full at the rate applicable for the next term following withdrawal and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. One term's fees in lieu of notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
- 9.6 **Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil enters the School or where the Pupil does not enter the School. Please see clause 3.1 for details of when entry to the School occurs.
- 9.7 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at a distance by means of post or electronic communication without either Parent meeting face to face with a member of the School staff during the contractual process, the Parents may cancel this agreement at any time within 14 days of the date of the Acceptance form. In such circumstances the Acceptance Deposit will be refunded together with any fees paid pro-rata if the School has provided any educational services under this agreement.
- 9.8 **Cancelling acceptance:** The Cancellation of the place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their daughter. A genuine pre-estimate of loss is fees for between one and five years. Nonetheless, the School agrees to limit the liability of the Parents to:
- 9.8.1 one term's fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession), less the Acceptance Deposit, payable as a debt immediately unless the place is filled immediately and without loss to the School if less than a Term's Written Notice of cancellation has been given; or
 - 9.8.2 the Acceptance Deposit if more than a Term's Written Notice has been given unless the place is filled immediately and without loss to the School.

If the place is filled immediately and without loss to the School the right is reserved to retain a proportion of the Acceptance Deposit to cover the School's reasonable expenses in filling the place. Cases of serious illness or genuine hardship may receive special consideration on written request.

- 9.9 **Cancelling a place offered in the Term before Entry:** If the offer of a place is made in the term immediately prior to the Term of Entry, the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the acceptance form. If clause 9.7 applies the four week period shall start when the 14 day cancellation period expires. The Acceptance Deposit will then be retained by the School. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation they will incur a liability to pay one Term's fees at the rate payable for the Term of Entry, less

the Acceptance Deposit, payable as a debt.

- 9.10 **Withdrawal:** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice required under these Terms and Conditions at any time after the Pupil has entered the School. Please see clause 3.1 for details of when Entry to the School occurs. See also clause 4.6, clause 9.11 and clause 9.12.
- 9.11 **Withdrawal by the Parents:** If the Pupil is withdrawn on less than a term's written notice, or excluded for more than 28 days for non-payment of fees as set out in clause 4.6, fees in lieu of notice less the Acceptance Deposit will be due and payable as a debt immediately unless the place is filled immediately and without loss to the School.
- 9.12 **Withdrawal by the Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.
- 9.13 **Prior consultation:** It is expected that the Parents, or duly authorised education guardian will consult personally with the Head or with the Head's authorised deputy before notice of withdrawal is given by the Parents.
- 9.14 **Termination by the School:** The School may terminate this agreement on one term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit will be refunded without interest, less any outstanding balance of fees. The School may terminate this agreement immediately where the Pupil does not have the appropriate immigration permission to live in the UK and to study at the School.

10 Events beyond the control of the parties

- 10.1 **Force majeure:** An event beyond the reasonable control of the School or the Parents is a **Force Majeure Event** and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 10.2 **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 10.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 10.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 10.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

11 General contractual matters

- 11.1 **Data protection:** The School has a parent privacy notice and a pupil privacy notice which explain how the School will use the Parent's and the Pupil's personal data. Key information from these privacy notices are provided with the letter of offer. The privacy notices are also published on the School's website. The Parents must read these privacy notices in full and not just the key information before signing the acceptance form. If the Pupil is 16 years or older the Parents must show the Pupil a copy of the pupil privacy notice and discuss it with her before accepting the offer of a place. Pupils 16 or older may sign their own Information consent capture forms alongside or in lieu of their Parents.

- 11.2 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this contract. For example, there may be changes in the staff at the School, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School rules and procedures, the disciplinary framework, and the length of School terms. In addition, there may be a need to undertake a corporate reorganisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.
- 11.3 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination infringe consumer rights laws 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. Nothing in these Terms and Conditions affects the Parents' statutory rights.
- 11.4 **Consultation:** It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice in writing of:
- 11.4.1 a change of ethos or culture; or
- 11.4.2 a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or
- 11.4.3 a change of ownership of the School.
- 11.5 **Information for parents:** We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus / website / promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed Acceptance form to the School.
- 11.6 **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.
- 11.7 **Interpretation:** These Terms and Conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these Terms and Conditions.
- 11.8 **Jurisdiction:** This contract was made at the School and it, together with each matter relating to the provision of educational services by the School, 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.

Approved and last update: 1 October 2019

Summary of clauses containing financial consequences

Event	Clause
Offer of a place and deposit	3.3
Refund or waiver	4.6
Exclusion for non-payment	4.7
Late payment	4.8
Fees following Expulsion	8.12
Fees following Removal	8.14
Fees in lieu of Notice	9.5
Cancellation rights	9.7
Cancelling acceptance	9.8
Cancelling a place offered in the Term before Entry	9.9