

# St Helen's School

## TERMS & CONDITIONS

### A Introduction

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

- the letter of offer;
- the Conditions of Award if applicable;
- the Acceptance Form; and
- 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 each pupil and the stability, forward-planning, proper resourcing and development of St. Helen's School, Northwood.

2 **Variations:** These Terms and Conditions, the Conditions of Award (if applicable) and the Fees List are subject to change from time to time to reflect changes in the law or in custom and practice at the School.

3 **Fees & Notice:** The rules concerning Fees and Notice are of particular importance and are set out at Sections D, H & I below.

4 **Managing Change:** St. Helen's School, Northwood, as any other school, is likely to undergo a number of changes during the time the Pupil attends the School. Please see Section K for further details of the changes that may be made and the consultation and notice procedures that will apply.

### B Terminology

5 **"The School"** means St. Helen's School, Northwood as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee. The School is comprised of the Prep School (Nursery, Reception and Years 1 to 6) and the Senior School (Years 7 to 13).

6 **"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 governance of the School.

7 **"The Headmistress"** means that person, appointed by the School Governors, who is responsible for the day-to-day running of the School and this expression includes those to whom any duties of the Headmistress or of the Governing Body have been delegated.

8 **"The Parents"** means any person who 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 will be subject to a separate agreement between the School, the Parents and the third party. Please also see Clause 18 and Clause 108.



**9 Parental Responsibility:** Those who have “Parental Responsibility” (i.e. legal responsibility for the Pupil) are entitled to receive relevant information concerning the Pupil 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 interests and welfare and best interests of the Pupil.

10 **“The Pupil”** means the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with UK custom.

## **C Admission and Entry to the School**

**11 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 time. “Admission” occurs when 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.

**12 Equality:** The School is a mainstream day school for girls aged from 3 - 18 years. The School is founded in the Christian tradition but respects all faiths and religions and welcomes staff and children from different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, the School’s physical facilities for the disabled are limited but the School will do all that is reasonable to ensure that the School’s culture, policies and procedures are made accessible to children who have disabilities. The School will comply with its 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, it can cater adequately.

**13 Deposits:** A deposit (“Acceptance Deposit”) as shown on the Fees List for the relevant year will be payable when Parents accept the offer of a place. A proportion of the Acceptance Deposit as shown on the Fees List for the relevant year will be credited against the first Term’s Fees and the remaining balance (“Deposit”) will be retained in the general funds of the School until the Pupil leaves. The Deposit will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these Terms and Conditions. See also Clause 90.

**14 Additional Deposit:** Parents who have paid Fees late or whose Fees are overdue may at the discretion of the School be required to pay an additional deposit. The “Additional Deposit” will be repaid by means of a credit without interest on leaving (less any outstanding account, liability or charge). See also Clause 90.

**15 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 Headmistress when returning a completed registration form or at any other time if their child 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 child 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 resident permit of the child and, where necessary, the Parents. Please also see Clause 99.

## **D Fees**

**16 Fees:** "Fees" may include alone or in combination any of the:

- Registration Fee;
- Acceptance Deposit, Deposit and Additional Deposit;
- tuition fees;
- fees for extra tuition;
- other extras such as public examination fees, clothing and equipment, photographs and other items ordered by the Parents or the Pupil;
- charges arising in respect of educational visits;
- 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); and
- bank charges and late payment charges if incurred.

**17 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 the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the Term to which they relate. If an item on the bill is under query, the balance of that bill 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.

**18 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. This 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 Headmistress. The School reserves the right to refuse a payment from a third party.

**19 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.

**20 Refund or Waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this contract to make a refund or reduction Fees will not be refunded reduced or waived if:

- the Pupil is absent through sickness; 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 due to adverse weather conditions; or
- for any reason other than exceptionally and at the sole discretion of the Headmistress in a case of genuine hardship.

See also Section J for information about the rules on events beyond the control of the parties.



**21 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 I. Exclusion on these grounds is not a disciplinary matter and the right to a Governors' 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.

**22 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 at up to 1.5% 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.

**23 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 will be applied to any unpaid balance of Fees, as set out in Clause 22.

**24 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 be appropriated by the School to the unpaid account of any other child of those Parents.

**25 Instalment Arrangements:** An agreement by the School to accept payment of current and/or past 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.

**26 Scholarships & 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 Parents 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 published on the School's website.

**27 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 Deposit and the Additional Deposit (if paid) will be refunded without interest less any sums owing to the School.



**28 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 this School are unpaid.

**29 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 sight of a passport.

## **E Educational Matters**

**30 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.

**31 Organisation of the Curriculum:** The School reserves the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Headmistress, 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. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress should contact the Pupil's tutor, or any other appropriate member of staff, as soon as possible, or contact the Headmistress in the case of a grave concern.

**32 Reporting to Parents:** The School monitors the progress of each Pupil and reports regularly to Parents by means of reports.

**33 Sex Education:** The Pupil will receive sex education appropriate to her age in accordance with the science curriculum. Sex and relationships education will be delivered through the Personal, Social, Health and Citizenship Education (PSHCE) Programme 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. Parents do not have the right to withdraw the Pupil from the sex education component of the science curriculum.

**34 Public Examinations:** The Headmistress 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 professional judgement the Headmistress 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 the staff.

**35 Reports and References:** Information supplied to Parents and others concerning the progress and character of the Pupil, and about examinations, 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.

**36 Learning Difficulties:** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered a “special educational need”. The School’s staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

**37 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. Any formal assessment must be arranged by the Parents at their own expense. The School is able to provide details of educational psychologists if required.

**38 Information about Learning Difficulties:** The Parents shall notify the Headmistress in writing if they are aware or suspect that the Pupil (or anyone in her immediate family) has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. If, in the professional judgement of the Headmistress 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 Parents will be asked to withdraw the Pupil, without being charged Fees in Lieu of Notice. The School reserves the right to charge for the provision of additional teaching where it is lawful to do so.

**39 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.

**40 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 Headmistress, 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 prevent plagiarism or comply with examination board regulations. This does not prejudice the Pupil’s or the Parents’ right to access their personal data under data protection law. The School 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 Headmistress and staff.

**41 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 the 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 routine educational visits. These include:

- off-site activities involving Pupils aged 5 or under;
- visits which take place during the School day;
- sports fixtures that take place during the School day or at weekends; or
- visits that cost less than £100.



The Parents prior consent will be sought for educational visits which:

- cost more than £100; or
- require overseas travel; or
- involve an overnight stay; or
- occur during a weekend or School vacation; or
- involve some element of high risk or adventure activity.

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

**42 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 41 above. The cost of such a visit or any visit with a cost in excess of the amount stated in Clause 41 will be payable in advance and may be subject to a separate agreement. All additional costs (such as medical costs, taxis, air fares, 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.

## **F Pastoral Care**

**43 The School's Commitment:** The School 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 and often to a much higher standard. The School will respect the Pupils' human rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others.

**44 Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by the School must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure is published on the School's website.

**45 Pupil's Rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with her parents. If any conflict of interests 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.

**46 Headmistress's Authority:** The Parents authorise the Headmistress to take and/or authorise in good faith all decisions which the Headmistress considers on proper grounds will safeguard and promote the Pupil's welfare. Please see Section G.

**47 Ethos:** The ethos of the School is to foster good relationships between members of the staff, the pupils themselves and between members of the 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 the School expects the same of the Pupil and Parents in relation to the School, its staff and all pupils.



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

- as may accord with good practice; or
- as may be appropriate and proper for teaching and instruction; or
- for providing comfort to the Pupil in distress; or
- to maintain safety and good order, or
- 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 and extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

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

- any known medical condition, health problem or allergy affecting the Pupil;
- any history of a learning difficulty on the part of the Pupil or any member of her immediate family;
- any disability, special educational need or any emotional, behavioural and/or social difficulty on the part of the Pupil;
- any family circumstances or court order which might affect the Pupil's welfare or happiness;
- any concerns about the Pupil's safety and security; and
- any significant change in the financial circumstances of the Parents where it might affect their ability to pay Fees or where they are in receipt of a bursary from the School.

**50 Confidentiality:** The Parents authorise the Headmistress to override their own and (so far as they are entitled to do so) the Pupil's rights of 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. In line with the School's Acceptable Use of ICT Policy, the School reserves the right to monitor the Pupil's use of:

- School e-mail;
- the internet;
- mobile electronic devices.

**51 Special Precautions:** The Headmistress must be notified 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 Parents may be excluded from School premises if the Headmistress, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or any other member of the School community.

**52 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 the School cannot accept responsibility for the Pupil if she leaves School premises in breach of the Pupil Behaviour Policy. The School is not legally entitled to prevent a pupil aged 16 years or over from leaving School premises during School hours.

**53 Residence During Term Time:** The Pupil is required during Term time and at weekends and half term, to live with a Parent or legal guardian or with an education guardian acceptable to the School. The Headmistress must be



notified in writing immediately if the Pupil will be residing during Term time under the care of someone other than the Parents or her education guardian.

**54 Communication with 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 a 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 87.

**55 Absence of the Parents:** The School must be told in advance in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil while the Parents are absent from the Pupil's home.

**56 Education Guardians:** The Parents if resident outside the United Kingdom must before Entry appoint an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility for the Pupil when she is in the care of the Parents or the education guardian. The Parents and the education guardian must make holiday arrangements well 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.

**57 Photographs or Images** (including video recordings): The School may obtain and use photographs and images (including video recordings) of the Pupil for:

- use in the School's promotional material such as the prospectus, the website or social media;
- press and media purposes;
- educational purposes as part of the curriculum or extra-curricular activities.

Please see the School's privacy notices for parents and for pupils 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 where the School considers that the use is more privacy intrusive. Where the Pupil is of sufficient maturity (usually when aged 13 years or older) we may seek the Pupil's specific prior consent in addition to or instead of the Parents' consent. The School will not disclose the name or home address of the Pupil without the Parents' separate consent.

**58 Request for confidentiality:** The Parents may ask the School to keep information about the Pupil confidential. For example, Parents may ask the School to not use photographs of the Pupil in promotional material or ask the School to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately contact the Headmistress in writing, requesting an acknowledgment of their letter.

**59 Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.



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

**61 Insurance:** The Parents are responsible for 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.

**62 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 their property.

## **G Health and Medical Matters**

**63 Medical Declaration:** The Parents will be asked to complete a Medical Information and Consent Form concerning the Pupil's health and must inform the School Nurse in writing of any changes or 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.

**64 Medical Care:** In order that the best use may be made of the facilities and services provided under the National Health Service, the Pupil must be registered with a GP in England while at the School. The Parents must comply with the School Nurse's recommendations which may include a reasonable decision to release the Pupil home or to her education guardian when unwell.

**65 Pupil's Health:** The Headmistress may at any time require a medical opinion or certificate as to the Pupil's general health where the Headmistress considers that this is 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 by the Headmistress if in the Pupil's own interests or where necessary for the protection of other members of the School community.

**66 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.

**67 Emergency Medical Treatment:** The Parents authorise the Headmistress 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.

## **H Behaviour and Discipline**

**68 School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the



Headmistress. The Headmistress 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.

**69 Conduct and Attendance:** The School attaches 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 Pupil Behaviour Policy, including the rules about the wearing of uniform and general appearance.

**70 Pupil Behaviour Policy:** The School rules which apply are set out in the Pupil Behaviour Policy and other documents published from time to time. The Parents are requested to read the Pupil Behaviour Policy carefully with the Pupil before they accept the offer of a place.

**71 School Discipline:** The Parents accept the authority of the Headmistress and of other members of staff on the Headmistress'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 and published on the School website 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.

**72 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 human rights and freedoms and to ensure that the Parents are 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.

**73 Procedural Fairness:** Investigation of an allegation, complaint or rumour which 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. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Headmistress before a decision is taken in such a case. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of her choice.

**74 Divulging Information:** Except as required by law, the School and its staff shall not 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 the complaint or which the Headmistress has acquired during an investigation.



**75 Drugs & 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.

**76 Sanctions:** The School's current policies on sanctions are available to the Parents on the School website before they accept the offer of a place. These 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, or Suspension, or Removal or Expulsion.

**77 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 78.
- "Removal" means that the permanent removal of the Pupil from the School is required in circumstances described in Clause 80.
- "Suspension" means that the Pupil is sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or pending a Governors' Review.

**78 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 School discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Headmistress shall act with procedural fairness in all such cases. The Headmistress's decision to expel shall be subject to a Governors' 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 Governors' Review (see "Governors' Review" below).

**79 Fees following Expulsion:** If the Pupil is expelled, there will be no refund of the 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 sum due to the School will be payable.

**80 Removal:** 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 Headmistress is of the opinion that:

- the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or
- by reason of the Pupil's conduct 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

- the Parents have treated the School or members of its staff unreasonably.

The Headmistress 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 Headmistress's decision to require the Removal of the Pupil shall be subject to a Governors' 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 Governors' Review. At



the sole discretion of the Headmistress, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required.

**81 Fees Following Removal:** If the Pupil is removed or withdrawn in the circumstances described above, the provisions relating to Fees shall be as set out in Clause 79 save that the Deposit and the Additional Deposit (if paid) will be refunded without interest less any sums owing to the School.

**82 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.

**83 Governors' Review:** The Parents may request a review by Governors ("Governors' Review") of a decision to expel or remove 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 request shall be made as soon as possible and in any event within seven days of the Headmistress's decision being notified to the Parents. The Parents will be entitled to know the names of the Governors who make up the review panel and may ask for the appointment of an independent panel member nominated by the School and approved by the Parents, such approval not to be unreasonably withheld.

**84 Pupil's status pending Review:** If the Parents request a Governors' Review, the Pupil will be suspended from School until the review procedure has been completed. While suspended, the Pupil shall remain away from the School and will have no right to enter the School premises during that time without written permission from the Headmistress.

**85 Complaints Procedures:** A complaint about any matter of School policy or administration not involving an Expulsion or Removal of the Pupil must be made in accordance with the School's published Complaints Procedure, a copy of which is available on the School website. Every reasonable complaint shall receive fair and proper consideration and a timely response.

## **I Notice, Cancellation and Withdrawal**

**86 Term:** "Term" means the period between and including the first and last days of the relevant School term.

**87 Notice:** "Notice" means (unless the contrary is stated in these Terms and Conditions) a Term's Written Notice given by:

- both Parents; or
- one of the Parents with the prior written consent of the other Parent; and
- 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 Headmistress personally or signed for by the Headmistress's secretary. It is expected that the Parents will consult with the Headmistress 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.

**88 A Term's Written Notice:** "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:



- the Parents wish to cancel a place after acceptance; or
- the Parents wish to withdraw (pursuant to Clause 94) the Pupil who has entered the School.

**89 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.

**90 Cancellation:** "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.

**91 Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax 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 or an amount equal to the Acceptance Deposit as applicable (depending on whether the first Term's Fees have been paid) will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement.

**92 Cancelling acceptance:** The Cancellation of a 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 children and after the expiry of the 14 day period described in Clause 91 above. 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:

- 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 has been given. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees; or
- 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.

**93 Cancelling a place offered in the Term before Entry:** Save where Clause 91 applies, if the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance by giving Notice at any time up to four weeks from the date of the Acceptance Form. If Clause 91 applies the four week period shall start when the 14 day cancellation period expires. The Acceptance Deposit will be then be retained by the School if the Parents have not paid the first Term's Fees. If the Parents have paid the first Term's Fees they will receive a refund of the Fees paid and the School will retain an amount equal to the Acceptance Deposit. 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 an amount equal to the Acceptance Deposit payable as a debt.

**94 Withdrawal:** "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 and before the end of Year 13. The Parents remain responsible for any liabilities arising from these Terms and Conditions following a Withdrawal by the Pupil. 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 21, Fees in lieu of Notice less the Deposit and Additional Deposit (if paid) will be due and payable as a debt immediately. Please also see Clauses 96 and 97.

**95 Moving up the School:** Assuming that the Pupil satisfies the relevant criteria at the time (including the entrance examination for the Senior School) she will progress through the School from Prep School to the Senior School and will ultimately complete Year 13. The Parents will be consulted before the end of the Spring Term in Year 2 and Year 11 if there appears to be any reason why the Pupil may be refused a place at the next key stage of the School. The Parents must give a Term's Written Notice (i.e. before the start of the Summer Term) in accordance with the provisions about Notice 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. Please see Clauses 96 and 97.

**96 Internal move up to Reception:** In accordance with Clause 95, it is assumed that Pupils in Nursery will move up to Reception at the end of their first year. The School will seek confirmation in writing from the Parents that the Pupil will move up to Reception and this confirmation must be received by the deadline specified in the letter confirming the Pupil's place in Reception. If the Parents do not inform the School that the Pupil will not move up to Reception by this deadline and the Pupil does not subsequently move up to Reception a Term's Fees in Lieu of Notice at the rate applicable to the first Term's Fees in Reception will be payable as a debt immediately, less the Deposit and Additional Deposit (if paid).

**97 Internal transfer to the Senior School:** If the Pupil passes the entrance examination for the Senior School it will be assumed that she will transfer to Year 7. The School will seek confirmation in writing from the Parents that the Pupil will transfer to the Senior School and this confirmation must be received by the deadline specified in the letter confirming the Pupil's entrance exam result. If the Parents do not inform the School that the Pupil will not transfer to the Senior School by this deadline and the Pupil does not subsequently transfer to the Senior School a Term's Fees in Lieu of Notice at the rate applicable to the first Term's Fees in the Senior School will be payable as a debt immediately, less the Deposit and Additional Deposit (if paid).

**98 Discontinuing Extras:** A Term's Written Notice is required to discontinue an extra or a Term's Fees for that extra (if applicable) will be immediately payable in lieu as a debt.

**99 Termination by the School:** The School may terminate this contract on one Term's notice in writing sent by ordinary post. The School would not terminate this contract without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit and



Additional Deposit (if paid) 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 United Kingdom and to study at the School.

## **J Events Beyond the Control of the Parties**

**100 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.

**101 Notification:** If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, it shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

**102 Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under Clause 100 above shall notify the other of the steps to be taken to ensure performance of this contract.

**103 Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under Clause 101 may terminate this contract by providing at least three working days' notice in writing to the other party.

## **K General Contractual Matters**

**104 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. 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 before signing the acceptance form. If the Pupil is going to enter Year 7 or above 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.

**105 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, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the Pupil Behaviour Policy, the disciplinary framework, and the length of Terms. In addition, there may be the 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 contract may be freely assigned to another party at the discretion of the School.

**106 Consumer rights:** Care has been taken to use plain language in these Terms and Conditions and to explain its provisions. 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.



**107 Consultation on Change:** 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:

- a change of ethos or culture; or
- a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or
- a change of ownership of the School.

**108 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 Headmistress that the information is accurate before returning a completed acceptance form to the School.

**109 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 it and shall not have any rights to enforce any term of it.

**110 Interpretation:** These Terms and Conditions supersede those 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.

**111 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.

St. Helen's School Northwood: a Company Limited by Guarantee  
Registered in England No: 420867  
Registered Office: Northwood Middlesex HA6 3AS  
Registered Charity No: 31276



## Schedule 1

### Summary of clauses containing financial consequences

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