

## TERMS AND CONDITIONS

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### A INTRODUCTION

- 1 **These Terms and Conditions** reflect the custom and practice of independent schools and they form the basis of a legal contract for educational services. The Terms and Conditions are intended to promote the education and welfare of each Pupil and the stability, forward-planning, proper resourcing and development of Rydal Penrhos School.
- 2 **Our prospectus and website** are not contractual documents and do not form part of these Terms and Conditions, but important documents such as the Pupil Code of Conduct and the Pupil Handbook will be found on the website.
- 3 **Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out at **Sections H & I** below.
- 4 **Managing Change:** Rydal Penrhos School, as any other school, is likely to undergo changes during the time your child is a pupil here. Please see **Section K** for further details of the changes that may be made and the consultation and notice procedures that will apply.
- 5 **Documents referred to:** Before accepting the offer of a place, parents and Pupils will have received a copy of the Pupil Code of Conduct and the current Fees List. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions.

### B TERMINOLOGY

- 6 **“The School”/ “We”/ “Us”** means Rydal Penrhos Limited as now or in the future constituted (and any successors). The School is constituted as a charitable company limited by guarantee.
- 7 **“School Governors”/ “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.
- 8 **“The Principal”** is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Principal or of the Governing Body have been delegated.
- 9 **“The Parents”/ “You”** means any parent/carer or person who has signed the Acceptance Form and/or who has Parental Responsibility as per the Registration form for a Pupil’s attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Only those who have “Parental Responsibility” (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child 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 of the child.
- 10 **“The Pupil”** is the child named on the Registration and 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 us. 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**” is the date when a Pupil attends the School for the first time under this contract.
- 12 **Equal Treatment:** The School is a day school for boys and girls aged from 2-18 years. The School has a Christian ethos grounded in the Methodist tradition but welcomes staff and children from all different ethnic groups, backgrounds, and creeds. Human rights and freedoms are respected. 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 and to comply with its social and moral obligations under the Special Educational Needs and Disability Act 2001 or Equality Act 2010.
- 13 If the School determines, in its sole discretion (after appropriate and reasonable analysis) that the necessary adjustments cannot be made for a Pupil and as such the School cannot continue to adequately provide for that Pupil (or admit them as the case may be) then the School shall be permitted to request that you withdraw the Pupil from the School without being charged fees in lieu of notice.
- 14 **Offer of a Place and Deposit:** The non- returnable registration fee is paid in conjunction with the Registration Form being completed and returned to the school. This then enables the school to administer the consideration of a place for the named Pupil. The deposit (“**Acceptance Deposit**”) will be payable on the acceptance of 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 within 28 days of the pupils official leaving date. Registration Fees and Acceptance Deposits are shown on the current fees list.

## D Pastoral Care

- 15 **Meaning:** Pastoral care is a thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each Pupil and the integrity of the School and House community.
- 16 **Our Commitment:** We will do all that is reasonable to safeguard and promote your child’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. We will respect your child’s 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.
- 17 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a Pupil must be notified to the School in writing as soon as practicable. A copy of the School’s Complaints Policy can be found on the website. See also **Clause 68** below.
- 18 **Pupil’s Rights:** The Pupil, if they are 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. If a conflict of interests arises between a parent 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 Parent.

- 19 **Principal's Authority:** The Parents authorise the Principal to take and/or authorise in good faith all decisions which the Principal considers on proper grounds will safeguard and promote the Pupil's welfare.
- 20 **Ethos:** The ethos of the School will 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 we expect the same of the Pupil and Parents in relation to the School.
- 21 **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a Pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare. Parents also consent to their child participating in contact and non-contact sports and other activities as part of the normal School and extra-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
- 22 **Disclosures:** 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 his/her immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety or any change in the financial circumstances of Parent/s of a Pupil awarded a Bursary of Fully Funded Place by the School.
- 23 **Confidentiality:** The Parents authorise the Principal 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 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, teachers and other employees of the School may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's e-mail communications and internet use.
- 24 **Reference:** You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- 25 **Special Precautions:** The Principal needs to be aware of any matters that are relevant to the Pupil's safety and security. The Principal must therefore 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. Parents may be excluded from School premises if the Principal, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or of the School.
- 26 **Leaving School Premises:** We will do all that is reasonable to ensure that your child remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if s/he leaves the School premises in breach of the Pupil Code of Conduct and we are not legally entitled to do so in the case of a Pupil aged 16 years or over.
- 27 **Communication with Parents:** The School will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person unless other arrangements are made and any communication from the School to any such person as having been made to each of them.

- 28 **Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.
- 29 **Photographs:** You consent to us making use of information relating to your child whilst they are at the School (including photographs and video recordings with the name of your child) and after they have left for the purposes of promoting the school to prospective Pupils, managing relationships between the School and current Pupils, providing references and communicating with the body of former Pupils, and to us making use of such information and your own personal data for fundraising, marketing or promotional purposes. Parents who do not want their child's photograph or image to appear in any of the School's promotional material, or who are happy for their child's image to be used but not with their name attached to the image, must make sure their child knows this and must write immediately to the Principal requesting an acknowledgement of their letter.
- 30 **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.
- 31 **Pupils' Personal Property:** Pupils are responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School. The School may be able to assist with the temporary storage of personal property but does not, unless negligent, accept responsibility for loss of property or accidental injury.
- 32 **Insurance:** You must make your own insurance arrangements if you require cover for Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.
- 33 **Liability:** Unless negligent of causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property. The School undertakes to maintain those insurances which are prescribed by law.

## **E HEALTH AND MEDICAL MATTERS**

- 34 **Medical Declaration:** Parents will be asked to complete a confidential Health Questionnaire concerning the Pupil's health and must inform the School 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 infectious diseases.
- 35 **Pupils' Health:** The Principal may at any time require a medical opinion or certificate as to the Pupil's general health where the Principal considers that necessary as a matter of professional judgement in the interests of the child and/or the School. If the Pupil is of sufficient age and maturity they are entitled to insist on confidentiality which can nonetheless be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.
- 36 **Medical Information:** Throughout the Pupil's time as a member of the School, the School shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil's own interests or necessary for the protection of other members of the School community.

37 **Emergency Medical Treatment:** The Parents authorise the Principal to consent on behalf of the Parents to the Pupil receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

## F EDUCATIONAL MATTERS

38 **Our Commitment:** While your child remains a Pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. We 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, and usually to a much higher standard.

39 **Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Principal, is most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the Pupils and may take into account management of peer or friendship groups. Any Parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's tutor, or any other appropriate member of staff, as soon as possible, or contact the Principal in the case of a grave concern.

40 **Progress Reports:** The School monitors the progress of each Pupil and reports regularly to Parents by means of grades and full written reports.

41 **Sex Education:** All Pupils will receive personal, social, health and life skills education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the curriculum, which includes aspects of sex education appropriate to the age of the Pupil.

42 **Public Examinations:** The Principal may, after consultation with Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of professional judgement, the Principal 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.

43 **Reports and References:** Information supplied to Parents and others concerning the progress and character of the Pupil, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

44 **Learning Difficulties:** The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff will not, however, make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

45 **Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they are not infallible. Parents will be notified if a screening test suggests that the Pupil has a learning difficulty. If so, a formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.

- 46 **Information about Learning Difficulties:** Parents must notify the Principal in writing if 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. Parents may be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Principal and after consultation with the Parents and with the Pupil (where appropriate), the School cannot make reasonable adjustments for a Pupil's special educational needs. Individual learning support will be provided where appropriate in accordance with the School's obligations under the Equality Act 2010.
- 47 **Moving up the School:** It is assumed that each Pupil who satisfies the relevant criteria at the time will progress through the School and will complete the Upper Sixth year (Year 13). Parents will be consulted before the end of the Lent Term in Year 6 and in Year 11 if there appears to be any reason the Pupil might be refused a place at the next stage of the School. **Parents must give a term's notice in writing** (i.e. before the start of the Trinity Term in Year 6 or Year 11) **in accordance with the Provisions about Notice (in section H) if they do not intend their child to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.**
- 48 **School's Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of the Pupil in conjunction with any member of staff and/or other Pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in creation/development of intellectual property.
- 49 **Pupils' Original Work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents' consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at the School until, in our professional judgement, 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 plagiarism. 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.
- 50 **Educational Visits:** A variety of educational visits will be provided for your child while a Pupil at the school. Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. The Pupil is subject to School discipline in all respects whilst taking part in a School trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be payable. The only excursions which are included within the fees are those required/essential for examinations.

## **G BEHAVIOUR AND DISCIPLINE**

- 51 **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Principal. The Principal 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.
- 52 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. 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 Code of Conduct.

- 53 **Pupil Code of Conduct:** The Pupil Code of Conduct is set out in the Pupil Handbook, on the website and in other documents published from time to time. Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.
- 54 **School Discipline:** The Parents hereby confirm that they accept the authority of the Principal and of other members of staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the School community as a whole. The School's Pupil Code of Conduct which is current at the time applies to all Pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.
- 55 **Investigative Action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned, and their 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 their Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by a parent, education guardian or a teacher of the Pupil's choice.
- 56 **Procedural Fairness:** Investigation of a complaint 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 Principal before a decision is taken in such a case. In the absence of a parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of their choice.
- 57 **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 Principal has acquired during an investigation.
- 58 **Drugs & Alcohol:** If a pupil is suspected of being under the influence of a drug, alcohol or illegal substance they may be required to undergo a drugs test under medical supervision. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.
- 59 **Terminology:** In these Terms and Conditions "**Temporary Exclusion**" means that the Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Governors' Review. "**Withdrawal**" means that the Parents have withdrawn the Pupil from the School. "**Permanent Exclusion**" means that the Pupil has been required to leave the School permanently in the circumstances described below. "**Leave of Absence**" means that the Principal has consented to the Pupil being away from School for a specified period of time. "**Exclusion**" means that the Pupil may not return to School until arrears of Fees have been paid.
- 60 **Sanctions:** The School's current disciplinary sanctions or Pupil Code of Conduct is provided to Parents 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 the external community, detention for a reasonable period.

- 61 **Permanent Exclusion:** The Pupil may be formally permanently excluded from the School if it is determined by the School that the Pupil has committed a very grave breach or serious multiple breaches of School discipline or a serious criminal offence. Permanent Exclusion is reserved for the most serious breaches. The Principal shall act with procedural fairness in all such cases. The Principal's decision shall be subject to a Governors' review. The Pupil shall remain away from School pending the outcome of the Review (see "Governors' Review" below).
- 62 **Fees after Permanent Expulsion:** If the Pupil is permanently excluded, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms, and the unspent balance of any lump sum prepayment will be refunded without interest. There will be no charge to fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable.
- 63 **Withdrawal in other Circumstances:** Parents may be required, during or at the end of a term, to withdraw the Pupil, temporarily or permanently from the School, if, after consultation with the Pupil and/or Parent, the Principal is of the opinion that 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 if a Parent has treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw the Pupil as an alternative to permanent exclusion. The Principal 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 (see "Governors' Review" below).
- 64 **Fees Following Withdrawal:** If the Pupil is withdrawn in the circumstances described in clause 63 above, the rules relating to Fees and Acceptance Deposit shall be the same as for permanent exclusion save that the Acceptance Deposit will be refunded in full without interest.
- 65 **Leaving Status:** The expression "leaving status" has reference to whether the Pupil has been permanently excluded or withdrawn, and to the record which will be entered in to the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving.
- 66 **Governors' Review:** Parents may ask for a Review by the Governors' Pupil Discipline Committee of a decision to permanently exclude the Pupil from the School (but not a decision to temporarily exclude the Pupil unless this is for 11 School days or more or would prevent the Pupil taking a public examination). **The request must be made as soon as possible and in any event within seven days of the decision being notified to the Parents.** Parents will be entitled to know the names of the Governors who make up the Pupil Discipline Committee which will include an independent panel member nominated by the School.
- 67 **Review Procedure:** The Principal will advise the Parents of the procedure under which such a Review will be conducted by a panel of up to two Governors (and an independent member). If Parents request a Governors' Review, the Pupil will be temporarily excluded from School until the decision to expel or remove has been set aside or upheld. While temporarily excluded, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Principal. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.
- 68 **Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to exclude the Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.



## H PROVISIONS ABOUT NOTICE

- see also section F “Moving up the School” and section G.

- 69 **Notice to be given by Parents** means (unless the contrary is stated in these Terms and Conditions) a **term’s written notice addressed to and received by the Principal personally** or signed for by the Principal’s secretary or the Bursar on the Principal’s behalf. It is expected that Parents will consult with the Principal before giving notice to withdraw the Pupil.
- 70 **Provisional notice** is valid only for the term in which it is given and only when written and accepted in writing by the Principal personally or the Principal’s deputy duly authorised for this purpose.
- 71 **Fees in lieu of notice** means Fees in full for the full term of notice at the rate that would have applied had the Pupil attended and not limited to the parental contribution in the case of a scholarship, Bursary or other award or concession.
- 72 **“A term’s notice”** to be given by Parents means notice given before the first day of a term and expiring at the end of that term. A term’s notice must be given in writing if the Parents wish to cancel a place which they have accepted, or if Parents wish to withdraw a Pupil who has entered the School; or if, following the GCSE year or AS Level year, the Pupil will not return for the following year even if they have achieved the required grades.
- 73 **Cancelling Acceptance:** The cancellation of a place which has been accepted can cause long- term loss to the School if it occurs after other families have taken their decisions about schooling for their children. Generally a genuine pre-estimate of loss to the School in withdrawal of a Pupil is fees for between one and 5 years for that Pupil. Nonetheless, the School agrees to limit the Parent’s liability to a full term’s fees payable as a debt if less than a term’s notice of cancellation has been given, or to the full amount of the Acceptance Deposit if more than a term’s notice has been given. Cases of serious illness or genuine hardship may receive special consideration on written request.
- 74 **Withdrawal by Parents:** If the Pupil is withdrawn on less than a term’s notice, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question unless the place is filled immediately and without loss to the School. The charge of a term’s Fees 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.
- 75 **Prior Consultation:** It is expected that a Parent will in every case consult personally with the Principal or with the Principal’s authorised Deputy before notice of withdrawal is given.
- 76 **Withdrawal by Pupil:** The Pupil’s decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.
- 77 **Termination by the School:** The School may terminate this agreement and therefore providing education to the Pupil **on one term’s written notice sent by ordinary post or on less than one term’s notice in a case involving permanent exclusion.** The School would not terminate the contract without good cause and consultation with Parents and also the Pupil (if of sufficient maturity and understanding), and would offer the Parents a Governors’ Review of a decision to terminate. The Acceptance Deposit would be refunded without interest less any outstanding balance of the account.

## I FEES

- 78 **Meaning:** “Fee” and “Fees” where used in these Terms and Conditions include each of the following charges where applicable: School Fees; **Registration Fee; Acceptance Deposit.** One fee bill will be issued per family per academic year.
- 79 **Payment:** The Parents undertake to pay the Fees applicable in each School year.
- 80 **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a Pupil is released home after public examinations or otherwise before the normal end of term (provided that the School remains open to the Pupil and they wish to stay at School during that period); or for any cause other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out in **Section G** above) would apply if the Pupil is permanently excluded or withdrawn, i.e. asked to leave. See also **Section J** for information about the rules on events beyond the control of the parties.
- 81 **Exclusion for Non-Payment:** The right is reserved on 3 days’ written notice to exclude the Pupil while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to a Governors’ Review will not normally arise but the Chair of Governors has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the Parents. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil. **A Pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice** twenty-eight days after exclusion. (Then a term’s Fees in lieu of notice will be payable in accordance with the **Provisions about Notice** in **Section H.**)
- 82 **Late Payment:** 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, such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after any judgement. This is a genuine pre- estimate of the cost to the School of a default. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. Any financial awards including but not limited to bursaries, sibling discounts and scholarship premiums will be withdrawn if the balance on the account is not paid on the due date.
- 83 **Part Payment:** Any sum tendered that is less than the sum due and owing may incur late payment fees on the balance outstanding
- 84 **Appropriation:** 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.
- 85 **Payment of Fees by a Third Party:** An agreement by the parents with a third party (such as a grandparent) 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.

- 86 **Fully Funded Places, Scholarship Premiums, Scholarships (Honorary) & Bursaries:** Every award is a discretionary privilege, subject to continued high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents' treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer and can be read in the Admissions Policy and appendices.
- 87 **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If less than a term's notice is given of a Fee increase greater than 8%, notice of withdrawal given within 21 days after notice of the increase was received will not incur a term's Fees in lieu of notice and the Acceptance Deposit will be refunded without interest.
- 88 **Money Laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

## **J EVENTS BEYOND THE CONTROL OF THE PARTIES**

- 89 **Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as 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.
- 90 **Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations (except in the case of payment of Fees on the part of the Parent) while the Force Majeure Event continues.
- 91 **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under Clause 90 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

## **K GENERAL CONTRACTUAL MATTERS**

- 92 **Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and Pupils, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.
- 93 **Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.
- 94 **Change:** The School, as any other, is likely to undergo a number of changes during the time your child is here. 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 School Rules and Regulations, the disciplinary framework, and the length of School 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 agreement may be freely assigned to another party at the discretion of the School. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

- 95 **Consumer Protection:** Care has been taken to use plain language in these Terms and Conditions and to explain the reasons for any of the terms that may appear one-sided. If any words above or in combination, infringe the Unfair Terms in Consumer Contracts Regulations 1999 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
- 96 **Communications:** All notices required to be given under these Terms and Conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these Terms and Conditions must be addressed to the Principal and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.
- 97 **Consultation:** It is not practicable to consult with parents and Pupils over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that parents will be consulted and where possible given at least a term's notice of a change of policy, change in any physical aspect of the School or a change of ownership which would have a significant effect on their child's education or pastoral care.
- 98 **Representations:** Our prospectus and website describe the broad principles on which the School is presently run and give an indication of our history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the School. **Parents wishing to place specific reliance on a matter contained in the prospectus and website, or a statement made by a member of staff or a Pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering this agreement.**
- 99 **Third Party Rights:** Only the School and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.
- 100 **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 the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
- 101 **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 non-exclusive jurisdiction of the Courts of England and Wales.

**Rydal Penrhos Limited: a Company Limited by Guarantee  
Registered in England No: 03294434**

**Registered Office: The Bursary, Rydal Penrhos, Colwyn Bay, Conwy, LL29 7BT  
Registered Charity No: 1063489**

**February 2022**