

# ROEDEAN

## PARENT CONTRACT

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### 1. INTRODUCTION

These 'Terms and Conditions' deal with all matters relating to the contract between the School ('we' or 'us') and the Parents ('you'). It is not intended that the terms of the contract shall be enforceable by your daughter or by any other third party.

#### 1.1 Prospectus and Website

The prospectus and website describe the broad principles on which the School is presently run and give an indication of the School's history and ethos. Whilst the details printed in the prospectus and contained on the website are believed correct at the time of printing, the prospectus and website do not constitute part of any agreement between you and us. Parents wishing to place specific reliance on a matter contained in the prospectus or on the website should seek written confirmation of that matter before entering this Agreement.

#### 1.2 Managing Change

This Agreement is for the duration of your daughter's stay at the School. The School is likely during your daughter's stay to undergo change from time to time; for example there may be changes in the staff, in the premises and facilities and their use, in the curriculum and the size and composition of classes; and in the School Rules and Regulations and disciplinary framework. Fee levels will be reviewed, at least on an annual basis. You will be given at least one term's notice of any change in policy that would have a material effect on your daughter's education or pastoral care.

#### 1.3 Documents Referred to

You and your daughter have the opportunity, on request, to see any of the other documents referred to in these 'Terms and Conditions' before you accept the offer of a place. Those documents, may undergo change from time to time, as circumstances may require, to ensure, so far as reasonably practicable, that the School, its culture, ethos and resources are properly

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managed, to promote good order and discipline throughout the School, and to ensure compliance with the law.

## 2. DEFINITIONS

**'The School'/'We' or 'Us'** means **Roedean School**, a registered charity, number 307063. The School is an independent boarding and day school for girls aged 11-18. It is incorporated under the terms of a Royal Charter of 1938.

Members of the corporation are known as 'Governors'. The business and affairs of the Corporation are managed and administered by a governing body known as the 'Council'. Members of Council are elected, co-opted or nominated under the Charter.

**The 'Head'** is the person appointed by the Council to be responsible for the day to day running of the School, and includes those to whom any of the duties of the Head have been delegated by Council.

**'The Parents'/'You'** means each person who has signed the Acceptance Form as parent or guardian of your daughter or who, with the School's written consent, has subsequently assumed parental responsibility for your daughter. Under these 'Terms and Conditions', you are legally responsible, individually and jointly for complying with your obligations under these Terms and Conditions. You are legally entitled to receive relevant information about your daughter unless a court order has been made to the contrary, or there are other reasons that justify withholding information to safeguard the interests and welfare of your daughter.

**'The Pupil'/'Your daughter'** is the child who has been admitted to the School at your request and (where applicable) is the person named on the Acceptance Form as your daughter.

**'Terms and Conditions'** means these Terms and Conditions as amended from time to time and the expression "Agreement" means these Terms and Conditions.

**'Term'** means the periods when the School is in session, notified to you from time to time.

A **'Term's Notice'** means notice given before the first day of a Term and expiring at the end of that Term.

**'School Rules and Regulations'** means the School Policies, which are available on the School's website. The School Rules are subject to revision and amendment from time to time.

**'Registration Fee'** means the non-returnable deposit as set out in the Schedule of Fees as amended from time to time payable when returning the Registration Form.

**'Registration Form'** means the form completed by you, together with a non-returnable deposit, to register your wish that your daughter should attend the School.

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**'Offer Letter'** means the letter sent to you offering your daughter a place at the School.

**'Acceptance Form'** means the form provided by the School for you to complete when accepting the School's offer of a place at the School for your daughter as set out in the Offer Letter.

**'Deposit'** means the sums referred to as 'Acceptance Deposit' and/or 'Overseas Deposit' as set out in the Schedule of Fees as amended from time to time.

**'Entry'** means the date on which your daughter attends the School for the first time under the terms of this Agreement and 'Enter' shall be construed accordingly.

**'Fees'** means the fees as set out in the Schedule of Fees as amended from time to time and as also referred to in clause 4 below including extras.

**'Deposit Interest'** means interest at a discretionary rate as notified to you from time to time calculated on a complete year (September to August) and credited annually. This is applicable solely to the 'Overseas Deposit'.

**'Fees Interest'** means interest above the base rate of the School's bankers in force from time to time calculated from the date on which Fees become due and payable to the date on which the School receives cleared funds in payment.

## 3. ADMISSION AND ENTRY TO THE SCHOOL

### 3.1 Registration and Admission

Your daughter will be considered as a candidate for admission and entry to the School when the Registration Form has been completed and returned to us, and the Registration Fee paid.

### 3.2 Offer of a place, acceptance and deposit

Admission will be subject to the availability of a place and your daughter satisfying the admission requirements of the time. 'Admission' occurs when you accept the offer of a place by completing signing and returning the Acceptance Form and paying the Deposit as shown on the Fees list for the relevant year. Failure to pay a Deposit will result in the withdrawal of the offer. 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 your daughter leaving. Until credited, the Deposit will form part of the general funds of the School. The Deposit is not refundable if your daughter does not take up a place at the School.

### 3.3 Overseas Pupils

For reasons of administration, the School reserves the right to require payment of a full term's Fees in addition to the Acceptance Deposit, as an 'Overseas Deposit' in the case of a pupil whose normal residence is outside the United Kingdom. Subject to full compliance with these Terms and Conditions, interest at a discretionary rate will be credited to your account annually on the overseas Deposit. The Acceptance Deposit and Overseas Deposit together with the Deposit

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Interest will be repaid by means of a credit to the final payment of Fees or other sums due to the School on your daughter leaving.

## **4. FEES AND EXTRAS**

**Meaning:** Where used in these terms and conditions 'Fee' and 'Fees' include each of the following charges where applicable: Registration Fee; Acceptance Deposit; Overseas Deposit; Tuition Fees; Boarding Fees; Fees for extra tuition; Agency Commission fees due in addition to School fees; public examination fees; all other extras such as House charges, taxis, clothing and equipment, books, photographs and other items ordered by you or your daughter and charges arising in respect of school trips, and damage where your daughter alone or with others has caused loss or damage to school property or the property of any other person (fair wear and tear excluded).

### **4.1 By Whom Payable**

The liability to pay Fees and any extras is the joint and several liability of each person who has signed the Acceptance Form and any other person who has, with the written consent of the School, accepted responsibility for the payment of Fees in respect of your daughter. The School is entitled to seek recovery of all Fees from any person referred to in this Clause without seeking contributions from any others who have accepted responsibility.

### **4.2 When payable**

Each invoice must be paid either:

- in full before the first day of each Term; or
- if Fees are paid by direct debit, in monthly or termly instalments, at such time or times as may be agreed in writing by the School, with extras being collected as notified in the appropriate fees notice. The agreement to pay by direct debit will cease automatically in the event of any default in a payment for thirty days or more. On cessation, the full amount of Fees then due shall be payable forthwith as a debt, and Fees Interest will start to accrue.

### **4.3 Recovery of Unpaid Fees**

The School reserves the right to charge Fees Interest for the period in which fees remain unpaid.

### **4.4 Exclusion for non-payment**

The School reserves the right to exclude your daughter from the School while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to Appeal to the School Council will not normally arise. The School may also withhold any information or property while Fees are unpaid but will not do so in a way that, in their opinion, would prejudice the legitimate rights or interests of your daughter. A pupil who has been excluded at any time when Fees are unpaid will be deemed to have been withdrawn from the School without notice twenty-eight days after exclusion. A term's Fees in lieu of notice will then be payable in accordance with the Provision about Notice – see below.

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## **4.5 Disclosure of information to other schools**

There has been a longstanding agreement involving all independent schools that when a pupil transfers from one independent school to another the receiving school will not accept the pupil if there are any fees relating to that pupil's education, owed to the school from which the pupil is transferring, or the independent school most recently attended.

By agreeing to these Terms and Conditions, the signatories are confirming that all fees and other sums payable to the independent school most recently attended have been (or will be) paid before commencing at the School. You are also consenting to us obtaining confidential information on fees from the current/most recently attended independent school attended by your daughter, and to us informing any other school or education establishment to which you propose to send your daughter of any outstanding Fees.

## **4.6 Review of Fees**

Fees are reviewed annually and are subject to increase from time to time. A term's notice of the proposed increase will generally be given.

## **4.7 Refund or waiver of Fees**

Fees and prepaid extras will not be refunded or waived for absence of your daughter through sickness or any other cause. In particular, Fees and prepaid extras will not be refunded or waived if for any reason a term is shortened or a vacation extended. Your daughter may be given the option of study leave at home immediately before and during public examinations, and of staying at home following these examinations. No rebate of Fees will be made in respect of periods spent at home.

## **4.8 Part payment**

Any sum tendered in respect of Fees that is less than the sum due and owing may be accepted by the School on account only.

## **4.9 Appropriation**

You agree that a payment of Fees made in respect of one daughter may be appropriated by the School to the unpaid account of any other of your daughters.

## **4.10 Payment of Fees by a Third Party**

An agreement with a Third Party to pay Fees or any other sum due to the School does not release you from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the Bursar. The School reserves the right to refuse a payment from a Third party.

## **4.11 Composition Scheme**

The School operates a Pre-paid (Composition) Fees Scheme ("the Scheme") for those parents who wish to make a lump sum payment in advance towards the cost of Fees. The Scheme involves payment of a sum (covering a minimum of two years of Fees), which may be deposited at any time after a pupil has been registered for entry. This capital sum can cover at a reduced rate the whole or part of the Fees. A discount (at a rate to be determined by the School from

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time to time) is built into the Scheme. The rate remains fixed throughout the period for which the payment is made but the Council reserves the right to amend this rate from time to time in respect of any further payments.

## **4.12 Scholarships, Exhibitions, Awards and Bursaries**

The School offers scholarships annually for academic, art, sport and performing arts potential. These are normally worth up to 10% of the Fees excluding extras. Candidates for the Junior Scholarship must be under 14 years of age on 1st September of the year of entry. Examinations are held in January. The Sixth Form Scholarship Examinations are held in November.

Bursaries are discretionary and are available for award to parents of girls at, or registered for entry to the School, who can show financial need. Bursaries take the form of a fixed sum and are reviewed annually.

A number of other Awards are available, particularly to local day students in the Brighton area.

If your daughter has been awarded a scholarship, exhibition, bursary or any other named award, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn with immediate effect if, in the opinion of the Head Mistress, your daughter's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.

## **4.13 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 the Fees, and/or other information relating to such persons and/or payments.

## **5. PROVISIONS ABOUT NOTICE**

### **5.1 Term's Notice**

A term's notice to be given by you 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 you wish to cancel a place which you have accepted evidenced by the return of the completed Acceptance Form, or if you wish to withdraw your daughter after she has entered the School; or if following the GCSE year or AS level year, your daughter will not be returning for the following year even if she has achieved the required grades; or your daughter wishes to discontinue extra tuition; or your daughter wishes to transfer from boarding to day attendance or vice versa.

### **5.2 Fees in lieu of Notice**

Fees in lieu of notice means Fees in full for the Term for which notice should have been given pursuant to clause 5.1 at the rate that would have applied had your daughter attended and is not limited to the parental contribution in the case of a scholarship, award, exhibition, bursary, or other award or concession.

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## **5.3 Cancelling Acceptance**

The cancellation of a place, which has been accepted as evidenced by the return of the completed Acceptance Form is a breach of these Terms and Conditions. If you cancel your acceptance of a place less than a Term before your daughter is due to enter the School or your daughter does not join the School after a place has been accepted and not cancelled more than a Term before your daughter is due to enter the School a term's Fees will be payable and the Deposit will be credited to the account. If you cancel acceptance on more than a full Term's notice before entry you will not be required to pay Fees in lieu of notice but the Deposit will be retained by the School. Cases of serious illness or genuine hardship may receive special consideration at the discretion of the School on written request.

## **5.4 Withdrawal by You**

If your daughter 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 whether or not the place can be filled.

## **5.5 Prior Consultation**

It is expected that a Parent or duly authorised guardian will in every case consult personally with the Head or with the Head's authorised deputy before notice of withdrawal is given.

## **5.6 Withdrawal by your daughter**

Your daughter's decision to withdraw from the School shall, for these purposes, be treated as withdrawal by you.

## **5.7 Termination by the School**

The School may terminate this Agreement on one Term's written notice or on less than one Term's notice in a case involving permanent exclusion (please refer to the other documents referred to in clause 1.3 and to clause 10). The School will not terminate this Agreement without good cause and full consultation with Parents and the Pupil (where appropriate) will take place before a decision is taken to terminate.

## **6. EDUCATIONAL MATTERS**

### **6.1 The School's Commitment**

Within the published range of the School's provisions, 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.

### **6.2 Organisation**

The School reserves the right to organise the curriculum and its delivery in a way, which, in the professional judgement of the Head, is most appropriate to the School community as a whole. The School's policy on streaming, setting and class sizes may change from year to year and from time to time. Any parent who has specific requirements or concerns about any aspect of their daughter's education or progress should contact their daughter's tutor, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a matter of serious

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concern. The School will endeavour to give you a term's notice of significant changes in policy likely to materially affect the School community.

## **6.3 Progress Reports**

The School monitors the progress of your daughter and will report to you by means of a full report at least twice in each academic year.

## **6.4 Sex Education**

Your daughter will receive health and life skills education appropriate to her age in accordance with the curriculum from time to time.

## **6.5 Public Examinations**

The Head may, after consultation with you, decline to enter your daughter's name for a public examination if, when exercising professional judgment, the Head considers that by doing so your daughter's prospects in other examinations would be impaired and/or if your daughter has not prepared for the examination with sufficient diligence.

## **6.6 Reports and references**

Information supplied to you and others concerning the progress and character of your daughter, and about examination, further education and career prospects, and any references, will be given conscientiously and with due care and skill but otherwise without liability on the part of the School.

## **6.7 Learning Difficulties**

The School will do all that is reasonable in the case of your daughter to detect and deal appropriately with a learning difficulty that amounts to a 'special education need'. The School is, however, not qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties. The School can at its discretion conduct screening tests and you will be notified if such a test indicates that your daughter has learning difficulties. A formal assessment can be arranged by the School if so requested by you in writing and at your expense or by you independently of the School.

## **6.8 Information about learning difficulties**

You must notify the Head in writing if you are aware or suspect that your daughter (or anyone in her immediate family) has a learning difficulty and you must provide the School with copies of all written reports and other relevant information. You will be asked to withdraw your daughter, without being charged Fees in lieu of notice if, in the professional judgement of the Head and after consultation with you and with your daughter (where appropriate) the School cannot provide adequately for your daughter's special educational needs. The Deposit will be repaid by means of a credit to the final payment of Fees. Some remedial teaching provided by the School is charged as an extra.

## **6.9 Moving up the School**

Subject to these terms and conditions, the School undertakes to accept your daughter as a pupil of the School from the time of joining the School until the end of her schooling. However, the

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School shall not be obliged to permit your daughter to enter the next stage of the School unless satisfied that it is appropriate to do so having regard to her academic attainments and all other relevant circumstances. The School may make a decision as to whether your daughter may join the sixth form after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form conditional upon the results of such examinations. You will be consulted in good time if there is any reason why your daughter may be refused a place at the next stage of the School. You must give a term's notice in writing, in accordance with clause 5, if you do not wish your daughter to proceed to the next stage of the School, or a Term's Fees in lieu of notice will be payable.

## **6.10 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 your daughter 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 your daughter's role in the creation/development of intellectual property.

## **6.11 Pupil's Original Work**

Copyright in your daughter's original work, such as classroom work, prep or homework, projects, examination scripts, paintings and computer generated material, belongs to your daughter. Most of such work (but, on occasion, not examination scripts) will be returned to your daughter when it is no longer required for purposes of assessment or display. You consent for yourselves, and so far as you are entitled to do so on behalf of your daughter, to the School retaining such work at School premises until, in the School's professional judgement, it is appropriate to release the work to your daughter. Certain coursework may have to be retained for longer than other work and for up to one year in order to reduce the risk of plagiarism. The School will take reasonable care to preserve your daughter's work undamaged but cannot accept liability for loss or damage caused to this or any other property of your daughter by factors outside the control of the Head and her staff.

## **6.12 School Trips**

The School organises a variety of off-site trips. The cost of certain school trips will be charged as an extra and added to the Fees. Schools trips abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with you; the cost of the trip including extras may be payable in advance. Your daughter is subject to school discipline in all respects whilst engaged in a school trip. Additional costs of special measures necessary to protect your daughter's safety and welfare will be added to the Fees.

## **7. PASTORAL CARE**

**Meaning:** Pastoral care is a thread that runs throughout all aspects of life at the School and is directed towards the happiness, success, safety and welfare of your daughter and the integrity of the House and the School community. Any question or concern about the pastoral care of your daughter should be notified immediately to a member of the House staff or to the Senior

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Tutor for your daughter's year group, or in the case of a serious concern should be notified in writing to the Head.

## **7.1 The School's Commitment**

The School will do all that is reasonable to safeguard and promote your daughter's welfare and to provide pastoral care to at least the standard required by law. The School will respect your daughter's human rights and freedoms, which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.

## **7.2 Pupil's rights**

A pupil of sufficient maturity and understanding has certain legal rights that the School must observe. These include the right to give or withhold her consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both Parents. If a conflict of interests arises between a parent and a pupil, the rights of and duties owed to the pupil will in most cases take precedence over the rights and duties owed to you.

## **7.3 Head's Authority**

You authorise the Head to take and/or authorise in good faith all decisions that the Head considers on proper grounds will safeguard and promote your daughter's welfare.

## **7.4 Ethos**

The ethos of the School is such as to foster good relationships between members of the staff, amongst the pupils and between members of the staff and the pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to your daughter and you, and the School expects the same of your daughter and you in relation to the School. A copy of the School's Bullying Policy is available on the website.

## **7.5 Physical Contact**

The School undertakes not to subject your daughter to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of safety or in connection with your daughter's health and welfare. Unless you notify us to the contrary, you consent to your daughter participating, under proper supervision, in contact sports and in other normal sports and activities, which may entail some risk of physical injury.

## **7.6 Disclosures**

You confirm that you have disclosed or will as soon as possible disclose to the School in confidence any history of a learning difficulty on the part of your daughter or any member of her immediate family, or any family or other circumstances or court order which might affect your daughter's welfare or happiness, or any concerns about your daughter's security and health.

## **7.7 Confidentiality**

You authorise the Head to override your own and, so far as you are entitled to do so, your daughter's rights of confidentiality and to impart confidential information on a 'need-to-know' basis where necessary to safeguard or promote your daughter's welfare or to avert a perceived risk of serious harm to your daughter or to another person at the School.

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## **7.8 Leaving School Premises**

Whilst the School's Rules and Regulations in relation to your daughter leaving the School premises are clearly laid out, the School recognises that it is not legally entitled to prevent your daughter leaving the premises, even if this is in breach of School rules. You and your daughter need to understand, however, that such rules and regulations are laid-down for the good of the whole School community. If your daughter leaves School during the School day she is required to complete an exeat form giving details of where she is going and, if so required, who she will be with. We do not accept any responsibility for the welfare of your daughter off the School premises when not taking part in a school activity or when waiting to be collected to and from School.

## **7.9 Absence**

The Head must be informed in writing of the reasons for any absence from School by your daughter. Wherever possible the School's prior consent should be sought for absence from the School.

## **7.10 Court Orders**

The Head must be notified in writing immediately of any court orders in relation to your daughter. You may be excluded from School premises if the Head, acting properly, considers such exclusion to be in the best interests of your daughter or the School.

## **7.11 Complaints and Bullying**

If you have cause for concern as to a matter of safety, care, discipline or progress of your daughter you must inform the School immediately. (In particular, in relation to alleged bullying the School cannot be held responsible for failing to address a situation of which the School is not aware.) Complaints should be made in accordance with the School complaints procedure which is available on the School's website.

## **7.12 Education Guardians**

A pupil whose Parents are resident outside the United Kingdom must have an education guardian in the United Kingdom (full details of whom must be given to the School in writing) who has been given legal authority to act on behalf of you in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility during exeats, half-term or other school holidays for a pupil, whose Parents are resident abroad and you and/or the guardians of your daughter must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing appropriate education guardians rests solely with you but the School may be able to assist, by providing you with the names of agencies or individuals who have acted as guardians in the past. You are responsible in each case for satisfying yourselves as to the suitability of an education guardian.

## **7.13 Pupil's Personal Property/Insurance**

Your daughter is responsible for the security and safe use of all her personal property including money, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to her by the School. You have the opportunity to subscribe to the Pupil's Personal

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Effects insurance scheme, for which an appropriate charge will be made. Your daughter is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.

## **7.14 Photographs**

It is the policy of the School to include some photographs or images of pupils in the School's promotional literature, for example the prospectus and website. The School will not disclose any personal details of your daughter without your consent. If you do not wish your daughter's photograph or image to appear in any of the School's promotional material you must issue such an instruction to the Head in writing requesting an acknowledgement of your letter.

## **7.15 Transport**

You consent to your daughter 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.

## **8. MEDICAL MATTERS**

### **8.1 Medical Care**

In order that best use may be made of the facilities and services provided under the National Health Service, every boarder must be registered on the list of the School Medical Officer while a pupil at the School. Day pupils should continue to be registered with their own GP.

### **8.2 Medical Examination**

All new Boarding pupils will have a routine medical examination with the School Medical Officer (or other doctor appointed by him/her) usually during her first term at the School.

### **8.3 Medical Information**

Throughout your daughter's time at the School, the School Medical Officer shall have the right to disclose confidential information about your daughter if he/she considers that it is in your daughter's interest.

### **8.4 Emergency Medical Treatment**

If your daughter requires urgent medical attention while at the School all reasonable efforts will be made to obtain your prior consent. However, should the School not be able to contact you in time, you hereby authorise the Head to consent, on your behalf, to your daughter receiving emergency treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or in a private hospital where certified by an appropriately qualified person if it shall be deemed necessary for your daughter's welfare.

### **8.5 Disclosures**

It is a condition of your daughter joining the School that prior to her joining the School you complete and submit to the School a medical questionnaire in respect of your daughter. You undertake to inform the School of any known medical condition, health problem or allergy that

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your daughter has or subsequently develops, whether long-term or short-term, including any infections.

## **9. BEHAVIOUR AND DISCIPLINE**

### **9.1 School Regime**

It is a condition of remaining at the School that your daughter complies with School rules and customs as amended from time to time. You and your daughter will have had an opportunity to see the School's Policies on the School's website before you accept the offer of a place. You accept that the School will be run in accordance with the authorities delegated by the Council to the Head. The Head is entitled to exercise a wide discretion in relation to the school's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of your daughter is at issue.

### **9.2 Conduct and Attendance**

The School attaches importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. You undertake to ensure that your daughter will take a full part in the activities of the School, will attend school punctually and regularly throughout each term and that your daughter will work hard, will be well-behaved and will comply with the School Rules and Regulations including those concerned with the wearing of School uniform, as shall be issued from time to time. These undertakings shall apply equally, when your daughter is over the age of 18.

### **9.3 School discipline**

You hereby confirm that you accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of your daughter and the school community as a whole. The School's disciplinary policy which is current at the time and which is laid down in the School Rules and Regulations 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, (and also when boarders are in the company of day pupils at, or away from school premises, or outside school hours).

### **9.4 Investigative Action**

A complaint or rumour of misconduct by your daughter will be investigated. Your daughter may be questioned and her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect your daughter's human rights and freedoms and to ensure that you are informed as soon as possible and that your daughter is accompanied and assisted by a parent, education guardian or a teacher of your daughter's choice.

### **9.5 Procedural Fairness**

Investigation of a complaint which could lead to permanent exclusion, removal or withdrawal of your daughter 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 you or your daughter's education

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guardian so that you or they can attend a meeting with the Head before a decision is taken in such a case. In the absence of a parent or an education guardian, your daughter will be assisted by an adult (usually a teacher) of your daughter's choice.

## **9.6 Divulging Information**

The School and its staff shall not be required to divulge to you or others any confidential information or the identities of pupils or others who have given information which has led to a complaint or which the Head has acquired during an investigation.

## **9.7 Drugs and Alcohol**

If there are reasonable grounds for suspecting that your daughter has been using drugs which the School have deemed to be either illegal or banned, the Head may require her to submit to testing for drugs by providing a urine or other sample in accordance with procedures approved by a medical practitioner. Similarly the Head may require a sample of breath if there are reasonable grounds for suspecting the consumption of alcohol in breach of School discipline. A sample or test in these circumstances will not form part of your daughter's permanent medical record. Refusal to submit to such screening may be interpreted as implying culpability. A copy of the Anti-Substance Abuse Policy is available on the School's website.

## **9.8 Use of the Internet**

The School reserves the right to monitor your daughter's email communications and Internet use for the purpose of ensuring compliance with the School Rules. All pupils are expected to sign a contract that details their rights and obligations in this regard.

## **10. EXCLUSION OR SUSPENSION OF A PUPIL**

### **10.1 Definitions**

In these Terms and Conditions:

**'Suspension'** means that your daughter has been sent or released home for a limited and specified period either as a disciplinary sanction or pending the outcome of an investigation or a Council review.

**'Withdrawn'** means that you have withdrawn your daughter from the School.

**'Temporary Exclusion'** means that your daughter may not return to School until arrears of Fees have been paid.

**'Permanent Exclusion'** means that your daughter has been required to leave the School permanently.

**'Temporary leave of absence'** means that the Head has consented to your daughter being away from School for a specified period.

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## **10.2 Attendance/Behaviour**

The Head may in her absolute discretion require you to remove or may Suspend or Permanently Exclude your daughter from the School if she considers that your daughter's attendance or behaviour is unsatisfactory in any way, or if your daughter, in the judgement of the Head is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, and in the opinion of the Head, such removal or suspension is in the School's best interests or those of your daughter or other pupils.

## **10.3 Behaviour outside School**

The Head may in her absolute discretion require you to remove or may Suspend or Permanently Exclude your daughter if her behaviour off the school premises and in or out of term time be such that, in her opinion, it brings the School into disrepute.

## **10.4 Parent Behaviour**

The Head may in her absolute discretion require you to remove or may Suspend or Permanently Exclude your daughter from the School if she considers that the behaviour of you, or of either parent, or a guardian is in the opinion of the Head, unreasonable and affects or is likely to affect adversely your daughter's or other pupils' welfare and progress at the School.

## **10.5 Forfeiture of Fees**

Should the Head exercise her right in 10.2 - 10.4 above you shall not be entitled to any refund or remission of fees or extras paid or due for the then current Term. The Deposit shall be forfeited but fees in lieu of notice will not be charged. The Head shall act with procedural fairness in all such cases and shall have due regard to the interests of your daughter and you as well as those of the School.

## **10.6 Sanctions**

The School's current policies on sanctions are available to you and you acknowledge that you have had the right to examine them before you accept the offer of a place. These policies may undergo 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 within the School's premises for a reasonable period, withdrawal of privileges, gating or suspension, or alternatively being Removed or Permanently Excluded.

## **10.7 Leaving Status**

The expression 'leaving status' refers to whether your daughter has been Permanently Excluded, Removed or Withdrawn, and to the record which will be entered into your daughter's file as to the reason for her leaving, and your daughter's status as a leaver, and the transfer of your daughter's work to another education establishment and to the nature of the reference which will be given in respect of your daughter, and also to the financial aspects of your daughter's leaving. These and any other relevant matters of leaving status will be discussed by the Head with you and where appropriate with your daughter at the time of the Head's decision.

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## **10.8 School Rules and Regulations**

The School Rules and Regulations set out examples of offences likely to be punishable by Suspension and Permanent Exclusion.

## **10.9 Permanent Exclusion**

In the event of a Permanent Exclusion, you may, within 14 days of notice of the Permanent Exclusion being sent to you apply in writing to the Chairman of the Council for a review of the decision to be made in accordance with the School's complaints procedure as published from time to time.

## **10.10 Review procedure**

The Bursar will advise you of the procedure (current at that time) under which such a review will be conducted, including the make-up of the review panel. If you request Council to review the decision, your daughter will be Suspended from School until the decision to Permanently Exclude has been set aside or upheld. While Suspended, your daughter shall remain away from School and will have no right to enter School premises during that time without written permission from the Head.

## **11. GENERAL CONTRACTUAL MATTERS**

### **11.1 Legal Contact**

The offer of a place and its acceptance by you as evidenced by you signing and returning the Acceptance Form to the School gives rise to a legally binding contract between you and the School incorporating these Terms and Conditions.

### **11.2 Third Party Rights**

Only the School and you are parties to the contract. Your daughter 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. This contract is not intended to confer rights of any kind upon any third party.

### **11.3 Agencies**

If an agent/agency is employed by you, the agent/agency must have signed a contract with the School and to have informed the School that it is acting on your behalf before your daughter commences at the School. For all pupils recruited through agencies commission charges incurred by the School and payable to agencies will be charged back to parents at cost.

### **11.4 Confidentiality and references**

You consent to our supplying information and a reference in respect of your daughter to any educational institution which you propose your daughter may attend. We will take care to ensure that all information supplied relating to your daughter is accurate and any opinion given on her ability, aptitude for certain courses, and character is fair but we accept no liability whatsoever for any loss your daughter is alleged to have suffered resulting from a reference or report given by us. You agree to inform us of any applications made by or on behalf of your daughter to any other school or educational establishment.

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## **11.5 Consumer Protection**

If any part of these terms and conditions infringe the Unfair Terms of the Consumer Contract Regulations 1994 or any other legal provision they shall be treated as severable and shall be replaced with words which give as near as may be a fair and proper interpretation of the original meaning.

## **11.6 Data Protection Act**

The School is registered with the Information Commission in respect of data it holds in respect of your daughter and the information you have supplied and your consent to the holding and processing of such data. You further consent to the School holding and processing sensitive personal data relating to your daughter.

## **11.7 Communications/Change of Address**

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) shall be sent by the School to your address in our records. Notices that you are required to give under these terms and conditions must be addressed to the Head 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.

## **11.8 Interpretation**

These Terms and Conditions supersede those previously in force and will be construed as a whole and headings and sub-heading in these terms and conditions, unless required to make sense of the immediate context, are for ease of understanding only and do not form part of these Terms and Conditions.

## **11.9 Proper Law and Forum**

The contract between you and the School (of which these Terms and Conditions form part) is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

## **11.10 Variations**

These Terms and conditions may be varied from time to time by the School giving you notice in writing of these variations.