



Hopelands Preparatory School

REGISTRATION FORM

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| Your Child's FULL NAME: |
| DATE OF BIRTH: |
| DATE OF ENTRY: |
| PRESENT SCHOOL AND DATE STARTED: |
| SCHOOL CHILD IS ENTERED FOR NEXT AND WHEN: |

1. I/We **HEREBY ACCEPT** a place at Hopelands Preparatory School commencing on the above entry date for our child (named above), on the Terms and Conditions referred to below.
2. I/We **HEREBY DECLARE** individually and jointly that:
3. **Terms and Conditions:** Before signing this form I/we have read and understood and I/we agree to the Hopelands Preparatory School Terms and Conditions and, where appropriate, the Conditions of Award of a Bursary which will undergo reasonable change from time to time. I/We have retained a copy of the Terms and Conditions with my/our records.
4. **Disabilities and Learning Difficulties:** I/We have already provided details of any learning difficulty or disability giving rise to a special educational need (for example, dyslexia, dyspraxia, attention deficit disorder, visual or hearing impairment or any condition requiring use of a wheelchair). I/We attach in confidence details of any relevant information received subsequently.
5. **Medical Matters:** I/We attach in confidence and will promptly disclose to the School all relevant information about any medical condition, health problem, allergy or disability which affects our child and/or which may prevent our child from taking a full part in the School's academic and games/sports curriculum and outdoor activities.
6. **Court Orders:** I/We have informed the School if I am/we are separated or divorced and if any court orders have been made in relation to our child or either of us (including any orders relating to financial matters).
7. **Parental Responsibility:** I/We both have parental responsibility (i.e. legal responsibility) for my/our child; I/we both agree that my/our child should attend the School and no other person's consent is required.
8. **Current/Previous schools:** I/We confirm that fees payable to my/our child's current and any previous schools have been paid or will be paid in full before my/our child enters the School. Except as disclosed in a confidential letter attached to this form, my/our child has not been withdrawn from or asked to leave another school as a result of misconduct.
9. **Cancellation/Withdrawal:** I/We will not cancel my/our acceptance of this place or withdraw my/our child from the School without first giving a full term's written notice or

paying a term's fees in lieu of notice in accordance with Hopelands Preparatory School Terms and Conditions.

I/WE HEREBY GIVE THE FOLLOWING EXPRESS AUTHORITIES on behalf of myself/ourselves and (so far as I am/we are entitled to do so) on behalf of my/our child:

10. **Data Protection:** I/we consent to the School (through the Head as the person responsible) obtaining, processing and holding "personal data" including "sensitive personal data" such as medical information, to be processed lawfully and fairly in accordance with the *Data Protection Act 1998*, for the purposes of safeguarding and promoting the welfare of our child and ensuring that all relevant legal obligations of the School and ourselves are complied with. A written request must be made for personal files on the children as the school must take into account data protection rules when disclosing records that refer to third parties.
11. **School Fees:** I/we consent to the School making enquiries of my/our child's current or previous schools for confirmation that all sums due and owing to such school/s have been paid and I/we consent to your informing any other school or educational establishment to which I/we propose sending my/our child if any fees of this School are unpaid.
12. **School Trips & Transport:** I/We consent to my/our child taking part in school trips which do not involve an overnight stay or travel abroad and I/we consent to my/our child being carried by public transport or school transport driven in a responsible manner by an adult who is suitably qualified and insured.
13. **Photographs:** I/We hereby give consent for our child to be photographed whilst attending school activities.

I/WE ENCLOSE our cheque for £100.00 being the **Registration Fee** in accordance with the Terms and Conditions referred to below.

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| <p><i>Please sign:</i></p> <p>.....</p> <p style="text-align: center;">FIRST SIGNATURE</p> | <p><i>Please sign:</i></p> <p>.....</p> <p style="text-align: center;">SECOND SIGNATURE</p> |
| Name in Full: | Name in Full: |
| Date of birth: | Date of birth: |
| Relationship to the Child: | Relationship to the Child: |
| Contact Telephone No: | Contact Telephone No: |
| Address: | Address (if different): |
| E-mail address: | E-mail address (if different): |
| Date: | Date: |

PLEASE RETURN THIS FORM AND YOUR CHEQUE to the School Office together with a confidential letter addressed to the Head if there are any matters of which we ought to be aware before your child enters the School, or once here.



Hopelands Preparatory School

TERMS AND CONDITIONS

A INTRODUCTION

1. **These Terms and Conditions** reflect the custom and practice of independent schools for many generations 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 the School.
2. **Our prospectus** and School website are not contractual documents. Please see **Section K** for further information.
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:** This School, as any other, is likely to undergo a number of 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:** An 'Information for Parents' pack is provided by the School. Parents are advised to read this pack carefully. The pack contains information on the school regulations, policies, the Governing Body and fees. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions. Please now refer to **Section K**.

B TERMINOLOGY

6. **"The School"/"We"/"Us"** means *Hopelands Preparatory School* as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee regulated by its Memorandum & Articles of Association.
7. **"School Governors"/"Governing Body"/"Board of Governors"/"Governor/s"** means the Governors of Hopelands Preparatory School who are appointed from time to time under the terms of the governing instrument referred to above and who are responsible for governance of the School.
8. **"The Head"** is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head or of the Governing Body have been delegated.
9. **"The Parents"/"You"** means any person who has signed the Registration Form and/or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. 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 and best interests of the child.
10. **"The Pupil"** is the child named on the Registration 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:** **"Admission"** occurs when Parents complete and return the Registration Form with the non-refundable Registration Fee. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. **"Entry"** is the date when a pupil attends the School for the first time under this contract.
12. **Equal Treatment:** The School is a mainstream day school for children aged 3-11 years. The School has a Christian ethos and welcomes staff and children from many

different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under the *Disability Discrimination Act 1995* as amended by the *Special Educational Needs & Disability Act 2001* in order to accommodate the needs of applicants, pupils and members of the staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

13. Offer of a Place and Registration: The fee for registering your child at Hopelands Preparatory School is £100.00. This is non refundable.

D PASTORAL CARE

14. **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 house and School community.
15. **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.
16. **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil must be notified to the School as soon as practicable. A copy of the School's current Complaints Procedure will be supplied on request. See clause 71 below.
17. **Pupil's Rights:** The Pupil, if he is 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 both natural or adoptive 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 of, and duties owed to, the Parent.
18. **Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare.
19. **Ethos:** The ethos of this School must be such as 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 pupils and parents and we expect the same of pupils and parents in relation to the School.
20. **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.
21. **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem, allergy or disability affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of his 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 the parents of a pupil awarded a bursary by the School.
22. **Confidentiality:** The Parents authorise the Head 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 a 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.
23. **Special Precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head 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 Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or of the School.
24. **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.

25. **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.
26. **Education Guardians:** A pupil of any age whose Parents are resident outside the United Kingdom must have an education guardian 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 during exehats, half term or the holidays for pupils whose Parents are resident abroad and the Parents and guardians of such pupils must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents but the School may be able to assist, by providing Parents with the names of agencies or individuals who have acted as guardians in the past. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian.
27. **Photographs:** It is the custom and practice of most independent schools, and of this School, to include some photographs or images of pupils in the School's promotional material such as the prospectus and website. We would not disclose the name or home address of a child without the Parents' consent. **Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and must write immediately to the Head requesting an acknowledgement of their letter.**
28. **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.
29. **Pupil's 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.
30. **Insurance:** 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. From time to time the School can, via its insurance brokers, offer other forms of insurance such as fee remission insurance, but the School does not accept a contractual duty to do so.
31. **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 Parents or for loss or damage to property.

E HEALTH & MEDICAL MATTERS

32. **Medical Declaration:** Parents will be asked to complete a form of medical declaration concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or has been in contact with infectious diseases or will be unable to take part in games or sporting activities.
33. **Pupil's Health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers that necessary as a matter of professional judgement in the interests of the child and/or School.
34. **Emergency Medical Treatment:** The Parents authorise the Head 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

35. **Our Commitment:** Within the published range of the School's provision from time to time, 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 often to a much higher standard.
36. **Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the school community as a whole. 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

friendship groups. Any Parent who has specific requirements or concerns about any aspect of their child's education or progress should contact the appropriate member of staff, as soon as possible, or contact the Head in the case of a grave concern.

37. **Progress Reports:** The School monitors the progress of each Pupil and reports regularly to Parents by means of full written reports and Parents' Meetings.
38. **Sex Education:** All year 6 pupils will receive 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.
39. **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 are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
40. **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 indicates that the Pupil has a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
41. **Information about Learning Difficulties:** Parents must notify the Head, in writing, if they are aware or suspect that the Pupil (or anyone in his/her immediate family) may have a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a Pupil's special
42. **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.
43. **Pupil's Original Work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, paintings and computer generated material, belongs to the Pupil. Most such work 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 School premises until, in our professional judgement, it is appropriate to release the work to the Pupil. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head and staff.
44. **Educational Visits:** A variety of educational visits will be provided for your child while a pupil here. The cost of educational visits will be charged as an extra and added to the bill. Parents' prior consent will be sought before the child attends an educational visit. Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The Pupil is subject to School discipline in all respects whilst engaged in an educational visit. 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 added to the bill.

G BEHAVIOUR AND DISCIPLINE

45. **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of a pupil is at issue.
46. **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 School Rules about the wearing of uniform.
47. **School Rules:** The School Regulations which apply are set out in the 'Information for Parents' pack and 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.

48. **School Discipline:** The Parents hereby confirm that they 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 each Pupil and the School community as a whole. The School's disciplinary policy 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 and also when boarders are in the company of day pupils at, or away from School premises, or outside School hours.
49. **Investigative Action:** A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his accommodation or 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 his 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.
50. **Procedural Fairness:** Investigation of a complaint that could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that 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, the Pupil will be assisted by an adult (usually a teacher) of the Pupil's choice.
51. **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 Head has acquired during an investigation.
52. **Terminology:** In these Terms and Conditions "**Suspension**" 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. "**Rustication**" means releasing the Pupil home or to an education guardian for a specified period of time (usually a weekend) but without further disciplinary consequences. "**Withdrawal**" means that the Parents have withdrawn the Pupil from the School. "**Expulsion**" and "**Removal**" mean that the Pupil has been required to leave ("**asked to leave**") the School permanently in the circumstances described below. "**Released home**" means that the Head 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. "Exclusion" may also be used as a general expression covering any or all of the other expressions defined in this clause.
53. **Sanctions:** The School's current policies on sanctions are available to Parents on request 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, gating, rustication or suspension, or alternatively being removed or expelled.
54. **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 Head shall act with procedural fairness in all such cases. Parents will be given a copy of the review procedure current at the time. The Head's decision shall be subject to a Governors Review if requested by a Parent. The Pupil shall remain away from School pending the outcome of the Review (see "Governors Review" below).
55. **Fees after Expulsion:** If the Pupil is expelled, there will be no refund of the Confirmation Deposit or of Fees for the current or past terms. 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.
56. **Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the School if, after consultation with the Pupil and/or Parent, the Head 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 removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School (see "Governors' Review" below).

57. **Fees Following Removal:** If the Pupil is removed in the circumstances described above, the rules relating to Fees and Confirmation Deposit shall be the same as for expulsion save that the Confirmation Deposit will be refunded in full without interest.
58. **Leaving Status:** The expression "leaving status" has reference to whether the Pupil has been expelled, removed or withdrawn, and to the record which will be entered into 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. These and any other relevant matters of leaving status will be discussed by the Head with the Parents, and where appropriate with the Pupil, at the time of the Head's decision.
59. **Governors' Review:** Parents may ask for a Governors' Review of a decision to expel or require the removal of the Pupil from the School. **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 Review Panel and may ask for the appointment of an independent panel member nominated by the School and approved by the Parent (approval not to be unreasonably withheld).
60. **Review Procedure:** The Head will advise the Parents of the procedure (current at that time) under which such a Review will be conducted by a panel of up to three Governors (including an independent member if requested). If Parents request a Governors' Review, the Pupil will be suspended from School until the decision to expel or remove has been set aside or upheld. While suspended, the Pupil shall remain away from School and will have no right to enter school premises during that time without written permission from the Head. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.
61. **Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to expel or remove the Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available in the Information for Parents pack, from the school office or the school website. 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.

62. **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 actually received by the Head personally or signed for by the Head's secretary on the Head's behalf.** It is expected that Parents will consult with the Head before giving notice to withdraw a Pupil.
63. **Fees in lieu of notice** means Fees in full for the 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, exhibition, bursary or other award or concession.
64. **"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.
65. **Cancelling Acceptance:** The cancellation of a place which has been accepted is normally a breach of contract which can cause long term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is fees for between one and seven years. Nonetheless, the School agrees to limit the Parents' 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 Registration Fee if more than a term's notice has been given. In cases where the Confirmation Deposit has been paid, this will be held against any outstanding balance of fees due in lieu of notice. Cases of serious illness or genuine hardship may receive special consideration on written request.
66. **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.

67. **Prior Consultation:** It is expected that a Parent or duly authorised education guardian will in every case consult personally with the Head or with the Head's authorised Deputy before notice of withdrawal is given.
68. **Termination by the School:** The School may terminate this agreement **on one term's written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal.** The School would not terminate the contract without good cause and full consultation with Parents and would offer the Parents a Governors' Review of a decision to terminate.

I FEES

69. **Meaning:** "Fee" and "Fees" where used in these terms and conditions include each of the following charges where applicable: *Registration Fee; Confirmation Deposit; Tuition Fees and Extras* such as clothing and equipment, photographs, extra-curricular activities and other items ordered by Parents and **charges arising in respect of educational visits, and damage** where a 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 **late payment charges** if incurred.
70. **Payment:** The Parents undertake to pay the Fees applicable in each School year. Fees that are paid by the term are due and payable by the end of the first week of the new term.
71. **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended.
72. **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 Chairman 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.**)
73. **Late Payment:** A late payment fee of £50 will be levied for late payment. Simple interest *may* be charged on a day-to-day basis on Fees which are unpaid. 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.
74. **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.
75. **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.
76. **Payment of Fees by a Third Party:** An agreement 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 Head. The School reserves the right to refuse a payment from a third party.
77. **Instalment Arrangements:** An arrangement by the School to accept payment of current and/or past Fees by instalments is concessionary and **will cease automatically in the event of any default for thirty days or more.** On ceasing, the full amount of Fees then due shall be payable forthwith as a debt and interest will start to accrue at the rate for Late Payment (see above). A surcharge of £20.00 per instalment will be levied to cover lost interest and administration expenses from an instalment arrangement. Invoices for the payment of fees payable in advance shall be issued prior to each due date. Invoices for any extras payable in arrears shall be issued at the end of each term, and should be paid prior to the due date as set out below. If you wish to withdraw your child from the School you shall either give a full term's notice to that effect or shall pay to the School a fee corresponding to a term's charges for the activity that your child has ceased to participate in in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.

Parents are asked to pay by Bank Transfer or Cheque. Parents may elect to pay fees either by 3 equal instalments, due in advance by the end of the first week of the new term, or by 10 equal instalments due, in advance, on September and thereafter on the day of each calendar month with a final instalment falling due on June]. Parents wishing to pay by equal monthly instalments should contact the Head or Bursar in writing requesting to do so. Payment by 3 Instalments - The total amount of each invoice will be payable, in advance, by the end of the first week of the new term. Invoices for the following term's fees are prepared at the end of each term and either carried home by the pupils or posted early in the holidays. Payment by 10 Instalments - The total amount of each invoice will payable on the dates specified above. Invoices for each amount will be prepared and posted prior to each due date. All "extras", charged in arrears, are due by a separate payment by the end of the first week of the new term.

78. **Composition Schemes** under which a lump sum prepayment for between one and five years is made by or on behalf of the Parents will be the subject of a separate contract which will provide, among other conditions, for a refund of the unused part of the prepayment in the event of the Pupil leaving earlier than expected. Fees in lieu of notice (where applicable) and any other sum due and owing to the School at that time will be deducted from the sum to be refunded.]
79. **Bursaries:** Every bursary or concession is a discretionary privilege and is subject to 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.
80. **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. A full term's notice will be given by the Governing Body with respect to any increase in Fees.
81. **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. Fees cannot be paid in cash. **J EVENTS BEYOND THE CONTROL OF THE PARTIES**
82. **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.
83. **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 while the Force Majeure Event continues.
84. **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 95 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

K GENERAL CONTRACTUAL MATTERS

85. **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.
86. **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.
87. **Change:** This 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.
88. **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.

89. **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 or a 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. For example, notice would be given of a proposal to remove a subject from the curriculum.
90. **Representations:** Our prospectus and website describe the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of printing, 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 or 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.**
91. **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.
92. **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole and 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.
93. **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.

Hopelands Preparatory School
A company limited by guarantee
Registered in England No: 02598202
Registered Charity No: 1007707
Registered Office: 38 Regent Street,
Stonehouse, Gloucestershire
GL10 2AD