



ASHVILLE  
◆ COLLEGE ◆

# Terms and Conditions

## 1. The School

a) **The School is Ashville College** which includes the Senior, Junior and Pre-Prep Schools. The School is administered by Ashville College Trustee Limited. It is assumed that a pupil will, subject to conduct and academic ability, progress through the School and complete the Upper Sixth year.

b) **The Head** is the person appointed by the School to be responsible for the pupil and includes those to whom any of the duties of the Head or the School have been responsibly delegated and includes the School Medical Officer whenever appropriate.

c) **The Parent/s** are those who have parental responsibility for the pupil and those referred to at clause 4 c) of these standard terms and conditions individually and jointly. Parents are expected to give their support and encouragement to the aims of the School and to uphold and promote its good name; to continue the pupil's education at home and to ensure that the pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.

d) **Our aims:** The aims of the School are described in the Prospectus. We are committed to high standards of teaching and care and we welcome parental contact. The School is a private self-regulating community which respects the human rights of pupils and their parents, who in turn accept that the School's lawful policies, disciplines and rules must sometimes take precedence over the wishes of individuals. The School is an environment in which pupils are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.

e) **Changes at the School:** A successful school must initiate and respond to change. The offer of a place and its acceptance are given on the basis that, in the interests of the School as a whole, reasonable changes may be made from time to time to these standard terms and conditions, to the size and location of the School, to its premises and facilities, to the academic and games curriculum and the structure and composition of classes and the way the School is run, to the rules and disciplinary framework, to the length of the school terms and the school day and to any other aspect of the School. Fee levels will be reviewed each year and there will be reasonable increases from time to time. If the ownership or legal status of the School changes, the School's rights and obligations under these standard terms and conditions will be deemed assigned to the new entity. Parents would be consulted and/or given adequate notice of any significant proposals or change of policy likely to affect the school community as a whole.

f) **The Standard Terms and Conditions.** We believe that these standard terms and conditions reflect the custom and practice of independent schools for many generations. The rules about change and about notice and fees in lieu of notice and the other rules set out below are provided in good faith. They promote the stability, forward-planning, proper resourcing and development of the School. They help also to protect parents from otherwise unnecessary increases in fees and liabilities caused by the defaults of others. Any waiver is effective only if given in writing by the Head personally. The Fees List and the School Rules, as varied from time to time, are part of these Terms and Conditions. Nothing in these standard terms and conditions affects the statutory rights of parents or pupils.

## 2. Care and Good Discipline

a) **Parents' authority:** The parents authorise the Head while in loco parentis or acting on behalf of a pupil who has reached the age of 16, to take and/or authorise in good faith all decisions that safeguard and promote the pupil's welfare. Parents give consent to such physical contact as may be lawful, appropriate and proper for teaching and for providing comfort to a pupil in distress or to maintain safety and good order or in connection with the pupil's health. The Head may also 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 NHS or at a private hospital where certified by a person who is appropriately qualified, necessary for the pupil's welfare and if parents cannot be contacted in time.

b) **Conduct and attendance:** We attach importance to courtesy, integrity, manners and good discipline. 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. All pupils will receive health and life skills education appropriate to age in accordance with the curriculum from time to time.

c) **The Pupil's health:** The Head may at any time require a medical opinion or certificate as to the pupil's general health. The age of the pupil will be calculated in accordance with UK custom. 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 will be unable to take part in games or sporting activities or has been in contact with infectious diseases. There is a School Medical Officer and a School Dentist and each pupil entering the School is required to have a medical examination. Those with parental responsibility are invited to be present. Parents must comply with the School Medical Officer's quarantine regulations as varied from time to time.

d) **Conduct of the School:** The Head is responsible for the care and good discipline of pupils while they are in the charge of the School or its staff and for the day to day running of the School and the curriculum. The Head is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of school discipline, and removal or expulsion under clause 6 below. The Head is not responsible, unless negligent, for a pupil who is absent from the School in breach of school discipline. It is a condition of remaining at the School that parents and the pupil (including a pupil aged between 16+ and 18+) accept the school regime and the Rules (in so far as they are lawful and reasonable) as to appearance and dress and the rules of school discipline that apply from time to time.

e) **The School Rules:** Each pupil is supplied with a copy of the School Rules giving information about the ethos and rules at the School. The purpose of the School Rules is to help every pupil to know what is expected and to encourage courtesy and consideration for others. Each pupil and parent should read the School Rules.

### 3. Admission and Entry to the School

a) **Registration:** Pupils will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to the school and the nonreturnable registration fee paid. Admission and entry will be subject to the availability of a place and the pupil satisfying the admission requirements at the time. The School operates an equal opportunities policy.

b) **Offer of a place and deposits:** If, in due course, a place is offered, the deposit will be payable when parents accept the offer. Details of deposits are set out in the Fees List as varied from time to time. The deposit will be repaid by means of a credit without interest to the final payment of fees or other sums due to the School on leaving. Until credited it will form part of the general funds of the School.

c) **Moving to the Senior School:** A pupil who is moving from the Junior School to the Senior School will be required to show an ability to do so by passing the entrance examination.

d) **A Level Courses:** It is assumed that a pupil will continue into the Sixth Form (and parents must in every case give a term's notice if that is not the pupil's and their intention) unless the pupil has been unable to satisfy the Sixth Form entry requirements.

### 4. Fees and Extras

a) **Items covered:** Fees cover the normal curriculum together with most books and stationery. Other items incurred by the School or the pupil may be charged as extras.

**Lunches:** It is expected that all pupils will take lunch. The only exception being on medical grounds and where a doctor's certificate is provided. Lunches are charged for as an extra.

**Extras.** The pupil is for these purposes agent of the parents.

**Damage** done by a pupil, other than fair wear and tear, may be separately invoiced and must be paid as an extra.

b) **Payment of fees and extras:** Accounts must be paid in pounds sterling before the first day of term when pupils normally return. A pupil may be excluded from the School at any time when fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion. (Then a term's fees in lieu of notice will be payable.) The School is only agent in respect of any goods and services which are supplied by a third party via the School to pupils or their parents. Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a pupil is released home after public examinations or otherwise before the normal end of term; or for any other cause except in the sole discretion of the Head.

c) **Responsibility for payment:** Fees are the joint and several responsibility of each person who has signed the Acceptance Form or who has parental responsibility for the pupil or has paid any fees or has returned the pupil to the School or given instructions in relation to the pupil. The School may withhold information or property while fees are unpaid.

d) **Payment of fees by a third party:** An agreement with a third party to pay the fees or any other sum due to the School does not release parents from any liability under 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. All such payments received are accepted in good faith.

e) **Late payment:** The right is reserved to make late payment charges composed of a surcharge if 2% per month running from the due date and all administration and legal costs in relation to any sums that are unpaid by the due date. Such charges will be recoverable by action if necessary.

Cheques delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. Any sum tendered that is less than the sum due and owing may in any event be accepted by the School on account only. The contents of clauses 4 and 5 of these terms and conditions are intended to protect those parents who pay fees on time and to safeguard the School against consequences of the defaults of others.

f) **Scholarships and bursaries:** Every scholarship and bursary is subject to high standards of behaviour, attendance and work. The terms of a scholarship or bursary and in particular the terms upon which benefits may become repayable are set out in the offer letter (where applicable) to parents.

g) **Installment arrangements:** An agreement by the School to accept payment of fees by direct debit is concessionary and will cease automatically in the event of any default for 30 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.

### 5. Events Requiring Notice in Writing

#### a) Definitions

*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. No other notice will suffice. Notices must be hand delivered or sent by special or guaranteed delivery post to the school address.**

*Provisional Notice* is valid only for the term in which it is given and only when written and accepted in writing by the Head.

*Term* means the period between and including the first and last days of each school term.

*A Term's Notice* means notice given before the first day of term and expiring at the end of term. *Half a Term's Notice* means notice given before the first day of term expiring at half term, or notice given before half term expiring at the end of term.

*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, bursary or assisted place.

b) **Cancelling acceptance:** A term's fees (less deposit/s held) will be immediately payable by the parents if, for any reason, they cancel their acceptance of a place less than a term before entry or the pupil does not join the School after a place has been accepted. Parents who withdraw giving a full term's notice before entry will not have to pay fees in lieu but the deposit will be retained by the School. Cases of serious illness or genuine hardship may receive special consideration on written request.

c) **Withdrawal from the School:** A term's notice must be given before a pupil is withdrawn from the School or a term's fees in lieu will be immediately due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled. The pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the parents. The **School Year** is deemed to start on 1 September in each year. The main reason for these rules is to ensure that the School has sufficient notice with which to plan fee levels, other resources and the curriculum.

d) **Discontinuing extras:** A term's written notice is required to discontinue an extra or a term's fees for the extra will be immediately payable in lieu as a debt.

e) **Notice by the School:** The School may terminate this agreement on one term's written notice sent by ordinary post and otherwise under clauses 6 a) and b) below.

## 6. Removal and Expulsion of a Pupil

a) **Removal at the request of the School:** Parents may be required, during or at the end of a term, to remove the pupil, without refund of fees, temporarily or permanently from the School if, after consultation with a parent, the Head is of the opinion that the conduct or progress of the pupil has been unsatisfactory or if the pupil, in the judgement of the Head, is unwilling or unable to profit from the educational opportunities offered (or a parent has treated the School or members of its staff unreasonably) and in any such case removal is considered to be warranted. The deposit will be refunded in the event of removal from the School and fees in lieu of notice will not be charged but all outstanding fees will be payable in full.

b) **Expulsion:** A pupil may be expelled at any time if the Head is reasonably satisfied that the pupil's conduct (whether on or off school premises or in or out of term time) has been prejudicial to good order or school discipline or to the reputation of the School. The Head will act fairly and in accordance with the procedures of natural justice and will not expel a pupil other than in grave circumstances. There will be no refund of fees following expulsion (and all unpaid fees must be paid). The deposit will not be returned/credited, but fees in lieu of notice will not be charged.

c) **Discretion of Head:** The decision to exclude, suspend or require removal or expel a pupil and the manner and form of any announcement shall be in the sole discretion of the Head. In no circumstances shall the School or its staff 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 suspension, the requirement to remove or expulsion or which the Head has acquired during an investigation.

d) **Review:** In the event of expulsion or of a pupil's removal being required, the Head will advise parents of the procedure (of which copies are available on request) under which a written application for a review of the decision may be made.

e) **Access:** A pupil who has been withdrawn, excluded, suspended, removed or expelled from the School has no right to enter school premises without the written permission of the Head.

## 7. Boarding

a) **Medical matters:** Each boarder, unless otherwise agreed by the Head, will be registered on the National Health Service list of the School Medical Officer and the School Dentist.

b) **Boarding and day status:** A change from day to boarding will depend on the availability of a boarding place at the time. A term's written notice is required before a pupil may change from boarding to day status or a term's difference in fees will be payable in lieu. The Head may at any time require removal of the pupil, temporarily or permanently, from boarding in any of the circumstances described at clause 6(a) or (b) above. In that event, there will be no refund of fees for the balance of that term.

c) **Travel arrangements:** The right is reserved to charge all administration and other expenses including staff supervision where the School has to make travel or other arrangements for the pupil before, during or at the end of a term.

d) **Guardians:** When both parents reside outside the United Kingdom, parental responsibility must be delegated to a suitable

adult who has agreed to take full responsibility for the pupil when not at school and who can, if necessary, come to the School at short notice. In the absence of such an adult, the School reserves the right to appoint a professional Guardian and all costs that are incurred by the School or Guardian will be the responsibility of those parties referred to in para.4(c).

## 8. General Conditions

a) **Special precautions:** The Head needs to be aware of any matters that are relevant to the pupil's security and safety. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to a pupil for whom any special safety precautions may be needed. A parent 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.

b) **Leaving School premises:** A pupil is required to complete an Absit Form providing details of mode of travel and the address and a contact telephone number where the pupil can be contacted when not at school premises. The School is not, however, able to prevent a pupil leaving school premises in breach of School rules and is not legally entitled to do so in the case of a pupil aged 16+ or 18+.

c) **Residence during term time:** The Head must be notified in writing immediately if a pupil will be residing other than with a person who has parental responsibility.

d) **Absence of Parents:** When both parents will be absent from the pupil's home for a 24 hour period or longer, the School requires, in writing, the name, address and telephone number for 24 hour contact of the adult to whom parental responsibility has been delegated in *loco parentis*.

e) **Liability and insurances:** The School does not, unless negligent, accept responsibility for accidental injury or loss of property. The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of parents including insurance of the pupil's personal property whilst at school or on the way to or from school or on any school sponsored activity away from the School. The School is not the agent of the parents for any purpose related to insurance.

f) **Pupils' personal property:** Pupils are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly marked with the owner's name. A pupil may not bring any item of equipment on to school premises which runs off mains electricity without the prior written permission of the Head or Bursar.

g) **Concerns/complaints:** Parents who have cause for serious concern as to a matter of safety, care or quality of education must inform the Head without delay.

h) **Progress reports:** The School monitors each pupil's progress and each term parents will receive a formal profile of the pupil.

i) **Learning difficulties:** Each pupil will be informally assessed for learning difficulties during the first term at the School and periodically thereafter. Parents will be notified if it appears that formal assessment by an educational psychologist is advisable or the pupil is falling behind with studies. A formal assessment can be arranged by the School at the parents' expense, or by the parents. Our staff are not however qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties

Parents will be asked to withdraw the pupil without being charged fees in lieu of notice if, in the opinion of the Head, the School cannot provide adequately for a pupil's special educational needs.

j) **Biological samples:** The Head may at any time when grounds for suspicion exist, require the pupil to give a biological sample under medical supervision to test for the use of illegal drugs or other substances damaging to health. A record of such sample will not form part of the pupil's permanent medical record.

k) **Confidentiality:** The School will take care to preserve the confidentiality of information concerning the pupil and parents. The parents, however, consent on behalf of themselves and the pupil to the School (through the Head, as the person responsible) obtaining, holding, using and communicating, on a 'need-to-know' basis, confidential information which, in the opinion of the Head, is material to the safety and welfare of the pupil and others, including a pupil aged 16 and over. The parents consent also to the School communicating with any other school which the pupil has attended or which a parent proposes the pupil should attend about any matter concerning the pupil or about payment of fees, whether or not the information passing is also held in machine-readable form.

l) **Examinations, reports and references:** The School will enter a pupil's name for an examination if the Head is satisfied that such is in the best interests of the pupil. Information supplied to parents and others, concerning the progress and character of a pupil about examination, further education and career prospects and any references, will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. Where parents are separated or divorced, reports and other information will be sent to both parents when requested.

m) **Intellectual property:** The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of a pupil in conjunction with any member of staff of the School and/or other pupils at the School for a purpose associated with the School. Any use of any such intellectual property rights by a pupil is subject to the terms of a licence to be agreed prior to the use between the pupil, the pupil's parents and the School. The School will allow the pupil's role in the creation/development of intellectual property rights to be acknowledged.

n) **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 press releases, brochures 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.

o) **Prospectus:** The prospectus describes 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 is not part of any agreement between the parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus should seek written confirmation of that matter before entering this agreement.

p) **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 word/s, alone 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.

q) **Force Majeure.** The School shall have no liability and there will be no reduction or reimbursement of fees or any other payment made or to be made, if the School is prevented from, delayed or hindered in performing any of its obligations to you by acts, events, omissions or accidents beyond our reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, terrorist act, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, illness, epidemic, pandemic, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

r) **Interpretation:** These terms and conditions supersede those in the prospectus and elsewhere and will be construed as a whole. Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of the terms and conditions.

s) **Jurisdiction:** This contract was made at the School and is governed exclusively by English Law.

**To be completed by the Parent(s)**

I/We accept your offer of a place for ..... (insert name of child), born..... (insert date of birth) as a pupil at Ashville College for entry in ..... (insert month and year). We enclose a cheque for £..... for a day place and £..... for a boarding place (delete as appropriate) as a deposit made payable to 'Ashville College'. We undertake to pay the fees due on or before the first day of each term. It is acknowledged that the obligation to meet the first term's fees in full applies once a place has been accepted if we withdraw the child before that child has taken up the place and give the school less than a term's notice in doing so. Further we agree to be bound by the School Terms and Conditions we have read and are above.

**This contract is made under the Laws of England.**

Name (Parent 1) .....  
Signature ..... Date: .....  
Name (Parent 2) .....  
Signature ..... Date: .....

**To be completed by the School**

Ashville College undertakes to fulfill the obligations outlined in these Terms and Conditions For and behalf of Ashville College.

Signed on behalf of Ashville .....  
Name .....  
Position .....