Terms and conditions of Boarding

Summary of clauses containing financial consequences:

Event	Clause
Offer of a place and deposit	3.2
Refund or waiver	4.9
Late payment	4.4
Fees following fixed term exclusion	7.5
Fees following permanent exclusion	7.6
Cancelling acceptance	8.6
Cancelling a place offered in the term before entry	8.7

1. Introduction

1.1 These terms and conditions together with:

1.1.1. Schedule 1;
1.1.2. the letter of offer;
1.1.3. the acceptance form; and
1.1.4. the fees list

form the basis of a legally binding contract between the Parents and the School for the provision of boarding services.

1.2 **Variations:** These terms and conditions and the fees list are subject to change from time to time.

1.3 **Fees and notice:** The rules concerning fees and notice are of particular importance and are set out in Section 4 and Section 8.

1.4 **Managing change:** Keswick School, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. Please see Section 10 for further details of the changes that may be made and the consultation and notice procedures that will apply.

2. Definitions

2.1 **The School or We or Us:** means Keswick School as now or in the future constituted (and any successor). Keswick School is constituted as a Company Limited by Guarantee and an Exempt Charity.

2.2 **School Governors or Governing Body:** means the Governors of the school who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the school.

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2.3 **The Head:** means the Head of the School as appointed by the School Governors. The Head is responsible for governance of the School.

2.4 **The Parents or You:** means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent or step-parent without Parental Responsibility) will be subject to a separate agreement between the School, the Parents and the third party. Please also see clause 4.3 and clause 10.6.

2.5 **Parental Responsibility:** those who have Parental Responsibility (ie. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interest and welfare of the child.

2.6 **The Boarder:** means the child named on the acceptance form.

3. Admission and entry to the School

3.1 **Admission:** admission will be subject to the availability of a place and the boarder and the parents satisfying the admission requirements at the relevant time. Admission occurs when the Parents accept the offer of a place. Entry occurs on the date when the Boarder attends the School for the first time under these terms and conditions.

3.2 **Offer of a place and deposit:** A deposit (acceptance deposit) as shown on the fees list for the relevant year will be payable when parents accept the offer of a place. The acceptance deposit will be retained in the Boarding fund of the School's account until the Boarder leaves when the final invoice will be adjusted to reflect this.

3.3 **Deposit for 6th form**: If a student is applying for a Sixth Form place but then fails to meet the grade entry requirement, the deposit for securing the bed space will not be returned, however, any fees paid for the first term will be reimbursed in full.

3.4 **Immigration:** The School is not a registered UK Border Agency sponsor and is unable to sponsor pupils in order to obtain a visa to study at the School. It shall be the Parent's responsibility at all times to ensure that their child has the appropriate immigration permission to reside in the United Kingdom and to study at this School.

4. Fees

4.1 **Fees:** may include alone or in combination the cost of boarding and associated direct and indirect costs including but not limited to staff costs, utilities, maintenance and capital improvements, extras such as boarders' trips, insurances, house fees, medical appointments or damage where the Boarder 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) or late payment charges if incurred. Fees relate directly to the cost of the boarding and are not used to subsidise teaching and curriculum costs which are fully funded by the Department of education.

4.2 **Payment of fees:** The parents jointly and severally agree to pay the fees applicable to each term directly to the school. Fees for each term are due and payable as cleared funds by the end of the previous term. The only exception to this is where a separate agreement has been made between the Parents and the School

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for an alternative method of payment of fees. If an item on the fees invoice is under query, the balance of that fees invoice must be paid.

For the avoidance of any doubt, if the fees applicable to that term are not paid in full by the end of the previous term, the Boarder must remain with those whom have Parental Responsibility/Parents until the fees are paid in full or until an arrangement has been mutually agreed with the School (at the School's sole discretion).

If a Student arrives at the School and payment of the full terms' fees have not been paid (or a suitable payment plan agreed, at the School's sole discretion), the School will arrange for collection of the Student by a Parent or the individual(s) on the School's record as having Parental Responsibility.

If the fees cannot be paid by the end of the previous term, you are required to provide the School with at least 14 days' notice so that a payment plan can be considered by the School (at the School's sole discretion).

If it becomes clear that the Student's fees can no longer be paid, the School will formally withdraw the Student from the boarding house and either: 1) a transfer to day status must be requested by the Parent/guardian in accordance with clause 8.9 (at the School's sole discretion - which will depend on whether there are any day admission places available); or 2) an admission place in another school must be applied for by the Parent/guardian.

Student's who aren't able to return to the boarding house due to unpaid fees will be set work remotely for an interim period. The interim period will depend on individual circumstances but will be no longer than two weeks. After two weeks, we will request that Parents look to enroll the Student in a local school so that their education can continue. We will also contact the Local Authority who will take further action.

4.3 **Payment of fees by a third party:** An agreement with a third party (such as an employer, grand-parent or step-parent without parental responsibility) 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 terms and conditions unless an express release has been given in writing, signed by the Business Director. The School reserves the right to refuse a payment from a third party.

4.4 **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the school in the recovery of any unpaid fees regardless of the value of the school's claim.

4.5 **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 may be applied to any unpaid balance of fees, as set out in clauses 4.4.

4.6 **Instalment arrangements:** An agreement by the School to accept payment of current/ or past/ or future fees by instalments is concessionary and will be subject to separate agreements between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement of the invoice shall prevail.

4.7 **Fees increase:** Fees are reviewed annually and are subject to increase. The school will always aim to do this in a timely way and communicate increase to parents so they can plan and budget for this.

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4.8 **Anti-money laundering and anti-bribery:** From time to time the School may need to obtain satisfactory evidence such as sight of a passport of the identity of a person who is paying Fees. The School and the Parents agree to comply with the School's anti-bribery policy.

4.9 **Refund or waiver:** Subject to clause 4.10, save where there is a legal liability under a court order or under the provisions of this agreement to make a refund, Fees will not be refunded or waived if:

4.9.1 the boarder is absent through illness: or
4.9.2 a Term is shortened or a vacation extended; or
4.9.3 the Boarder is released home before or after public examinations or otherwise before the normal end of a term; or
4.9.4 the school is temporarily closed due to adverse weather conditions; or
4.9.5 for any reason other than exceptionally and at the sole discretion of the Head.

4.10 **Remissions:** The School operates a remittance policy in line with DfE guidelines as varied from time to time. The Parents should contact the School at the earliest opportunity to discuss what options are available should there be a change in personal circumstances affecting the Parent's ability to pay the Fees. Any remission offered will be means tested and reviewed regularly. **See also Section 9 for information about events beyond the control of the parties.**

5. Pastoral Care

5.1 **Boarder's rights:** The boarder, if of sufficient maturity and understanding, has certain legal rights which the school must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his/her parents. If a conflict of interest arises between the Parents and the Boarder the rights of, and duties owed to, the Boarder will in most cases take precedence over the rights of, and duties owed to, the Parents.

5.2 **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 Boarders' welfare. Please see Section 6.

5.3 **Physical contact:** The parents consent to such physical contact with the Boarder:
5.3.1 as may accord with good practice; or
5.3.2 as may be appropriate and proper for teaching and instruction; or
5.3.3 for providing comfort to the Boarder in distress; or
5.3.4 to maintain safety and good order; or
5.3.5 in connection with the Boarder's health and welfare
5.3.6 otherwise in line with School's safeguarding and child protection policy

5.4 **Disclosures:** The parents must, as soon as possible, disclose to the school in confidence, current or historic

5.4.1 known medical condition, including mental health, medication prescribed, health problem or allergy affecting the Boarder
5.4.2 family circumstances or court order which might affect the Boarder's welfare or happiness
5.4.3 concerns about the Boarder's safety
5.4.4 referrals to other agencies eg. Social care or CAMHS

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The boarding place will be reconsidered, and could ultimately be withdrawn, should further historical issues arise which weren't disclosed as part of the original application process

5.5 **Confidentiality:** The parents authorise the Head to override their own and (so far as they are entitled to do so) the Boarder's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Boarder's welfare or to avert a perceived risk of serious harm to the Boarder or to another person at the school.

5.6 **Special Precautions:** The Head needs to be aware of any matters that are relevant to the Boarder'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 Boarder for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Head, acting in a proper manner in accordance with current law, considers such exclusion to be in the best interest of the Boarder or any other member of the School community.

5.7 **Leaving school premises:** The School will do all that is reasonable to ensure that the Boarder remains in the care of the School during School hours but we cannot accept responsibility for the Boarder if he/she leaves School premises in breach of School rules and regulations

5.8 **Residence during term time:** The Boarder, except when boarding, is required during term time and at weekends and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. The Head must be notified in writing immediately if the Boarder will be residing during term time under the care of someone other than the Parents.

5.9 **Communications from parents:** Communications or instructions from one of the Parents or any person with Parental responsibility shall be deemed by the School to be received from both parents. This requirement does not apply to the giving of notice for the cancellation of a place or the withdrawal of the Boarder from the school. Those persons who are required to consent to or to give notice of cancellation or withdrawal are set out in clause 8.2.

5.10 **Absence of parents:** When both Parents will be absent from the Boarder's home overnight or for a 24 hour period or longer, the Head teacher must be told in writing the name, address and telephone number for 24 hour contact with the adult who will have the care of the Boarder.

5.11 **Guardians:** The Parents if resident outside the United Kingdom must have an education guardian for the Boarder 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 exeats, half term or the holidays for the Boarder and the Parents and the guardian of such pupils must make holiday arrangements, including travel to and from the School, in advance. The responsibility for choosing an appropriate guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of a guardian and shall from time to time provide the School with up to date contact details for the appointed guardian.

5.12 **Boarder's personal property:** The Boarder is responsible for the security and safe use of all his/her personal property including money, mobile phones, locker keys, watches, computers, musical instruments, electronic equipment and sports equipment, and for property lent to them by the School.

5.13 **Insurance:** The Parents are responsible for insurance of the Boarder's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.

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5.14 **School's liability:** Unless negligent or guilty of some other wrong doing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Boarder or the Parents or for loss or damage to property.

6. Health and medical matters

6.1 **Medical declaration:** The Parents will be asked to complete a confidential information form concerning the Boarder's health and must inform the Head in writing if the Boarder develops any known medical condition, including mental health, health problem or allergy, or has been in contact with anyone with an infectious or contagious disease.

6.2 **Medical care:** The Parents must comply with the School nurse's recommendations which may include a reasonable decision to release the Boarder home when he/she is unwell.

6.3 **Medical Information:** Throughout the Boarder's time as a member of the School, the School nurse shall have the right to disclose confidential information about the Boarder if it is considered to be in the Boarder's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, need-to-know basis.

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

6.5 Medical appointments: The parents agree to cover the transport and staff costs incurred when their child has to attend a medical appointment outside of the local practices where boarders are registered. Current fees can be found on the school website.

7. Behaviour and discipline

7.1 **School regime:** The parents accept that the boarding provision at 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.

7.2 **School discipline:** While the boarder is a pupil at the School, the Parents accept the authority of the Head and of the 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 the Boarder and the School community as a whole. The School's disciplinary and behaviour 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.

7.3 **Sanctions:** The School's current policies on sanctions are available to the Parents on request before they accept the offer of a boarding place. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity.

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7.4 **Exclusion:** Should the boarder be excluded for a fixed term or permanently in accordance with the School's disciplinary policy, the Boarder shall remain away from School and will have no right to enter School premises without written permission from the Head for the period of the exclusion.

7.5 **Fees following fixed term exclusion:** If the boarder is excluded for a fixed term, there will be no refund of Fees for the period of the exclusion

7.6 **Fees following permanent exclusion:** If the Boarder is permanently excluded, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms. Save for any contrary provision in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.

7.7 **Statutory procedures:** The School will follow the statutory procedures in relation to exclusion as are in force from time to time.

7.8 **Complaints procedure:** A complaint about any matter of School policy or administration not involving an exclusion of the Boarder must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

8. <u>Provisions about notice</u>

8.1 **Term:** means the period between and including the first and last days of the relevant school term.

8.2 **Notice:** means a term's written notice given by:

8.2.1 both parents; or
8.2.2 one of the Parents with the prior written consent of the other parent; and
8.2.3 any other person with Parental Responsibility

before the first day of term, addressed to and received by the Head personally or the Business Director on the Head's behalf. It is expected that the Parents will consult with the Head before giving Notice to withdraw the Boarder.

For pupils in Year 11 who are not moving in to 6th form it is required that a parent's written notice of withdrawal must be received by the last Friday of February half-term (this is after the deadline for Sixth form applications in school)

8.3 **A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice of Withdrawal from boarding must be given if:

8.3.1 the Parents wish to cancel a boarding place after acceptance; or
8.3.2 the Parents wish the Boarder to leave the School; or
8.3.3 following the GCSE Year or AS Level year, the Boarder will not return as a boarder for the following year even if he/she has achieved the required grades.
8.3.4 The parents wish to change to a different boarding option ie. Full/weekly/flexi

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8.4 **Provisional notice:** is valid only for the Term in which it is given. Provisional notice must be given in writing and received by the Head personally or the Business Director on the Head's behalf.

8.5 **Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Boarder enters the School or where the Boarder does not enter the School. Please see clause 3.1 for details of when entry to the School occurs.

8.6 **Cancelling acceptance:** The cancellation of a place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is fees for between one and five years. Nonetheless, the School agrees to limit the liability of the Parents to:

8.6.1 one Term's Fees at the rate payable for the Term of Entry, less the Acceptance deposit, payable as a debt if less than a Term's written Notice of cancellation has been given; or

8.6.2 the Acceptance deposit if more than a Term's Written Notice has been given. Cases of serious illness or genuine hardship may receive special consideration on written request.

8.7 **Cancelling a place offered in the Term before entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the acceptance form. The Acceptance Deposit will be then retained by the school. If the Parents give notice of cancellation after this date or give no notice of cancellation they will incur a liability to pay one Term's Fees at the rate payable for the Term of entry, less the Acceptance Deposit, payable as a debt.

8.8 **Withdrawal:** means the withdrawal of the Boarder from the School's boarding provision should the Parents wish the Boarder to leave school with or without Notice required under these terms and conditions at any time after the Boarder has entered School. Please see clause 3.1 for details of when Entry to the School occurs. Please also see clause 8.9 and 8.10.

8.9 **Withdrawal by the Parents:** If the Boarder is withdrawn on less than a Term's Written Notice, Fees for the next term less the Acceptance deposit will be due and payable as a debt immediately unless the place is filled immediately and without loss to the School.

8.10 **Withdrawal by the Boarder:** The Boarder's decision to withdraw from the School's boarding provision shall, for these purposes, be treated as a Withdrawal by the Parents.

8.11 **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Head or with the Head's authorised deputy before Notice of Withdrawal is given by the Parents.

8.12 **Boarding to Day status:** There is no right for the Boarder to transfer from boarding to day status. In exceptional circumstances, a request for such a transfer may be considered at the sole discretion of the Governing Body. The Parents must give at least a Term's Written Notice of this request. For the avoidance of any doubt, if less than a Term's Written Notice is provided, the Parents will be liable to pay the Fees for the next Term less the Acceptance Deposit, and that sum will be due and payable as a debt immediately and without loss to the school.

9. <u>Events beyond the control of the parties</u>

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9.1 **Force majeure:** An event beyond the reasonable control of the School or the Parents is a Force Majeure Event and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic disease, failure of utility service or transportation.

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

9.3 **Continued force majeure:** if a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 9.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

9.4 **Termination:** If the Force Majeure event continues for a total period greater than 120 days, the party in receipt of notification under clause 9.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

10. General contractual matters

10.1 **Data protection:** By signing the acceptance form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and so far as they are able on behalf of the Boarder authorise the School to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purpose of the School. See also the School's data protection notes as set out in Schedule 1.

10.2 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff and in the premises, and in the School rules and procedures, the disciplinary framework, and the length of School Terms. In addition, there may be the need to undertake a corporate reorganisation exercise 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.

10.3 **Consumer protection:** Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words alone or in combination infringe 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.

10.4 **Consultation:** It is not practicable to consult with the Parents and the Boarder over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and where possible given at least a Term's notice in writing of the changes significantly affecting boarding at the School.

10.5 **Representations:** The School's prospectus and website describe the broad principles on which the School is operated and gives an indication of its history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the School. If the Parents wish to place specific reliance on a matter contained in the prospectus, website or on a statement made by a member of staff or a pupil they should seek written confirmation on that matter from the Head.

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10.6 **Third Party rights:** Only the School and the Parents are parties to this contract. Neither the Boarder nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

10.7 **Interpretation:** These terms and conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.

10.8 **Jurisdiction:** This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

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Schedule 1 - Data protection information notes

1. The School holds information about you and your child including exam results, parent and guardian contact details and financial information and details of medical conditions. This information is kept electronically on the School's information management system or manually in indexed filing systems

2. These notes refer to the processing of information. Processing is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties

3. The School processes information about you and your child in order to safeguard and promote the welfare of your child, promote the objects and interest of the School, facilitate the efficient operation of the School and ensure that all relevant obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which your child may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and/or the School processing financial information obtained from you or from third parties such as credit reference agencies.

4. The School may process different types of information about your child for the purposes set out above. That information may include:

   4.1 Medical records and information, including details of any illnesses, allergies or other medical conditions including mental health suffered by your child;
   4.2 Personal details such as home address, date of birth and next of kin;
   4.3 Information concerning your child's performance at School, including discipline record, School reports and examination reports;
   4.4 Financial information including information about the payment of fees at this school or any other school

5. Where in the professional opinion of the Head it is deemed necessary we may share information with certain third parties

6. If the School enters into a separate arrangement for the payment of fees, we may, in order to verify your identity and so that we can assess your application for credit, search the files of any licensed credit reference agency who will keep a record of that search and details about your application. This record will be seen by other organisations which make searches about you. Failure to supply information may result in a refusal of credit.

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