



MORE HOUSE SCHOOL

Terms and Conditions

1. Definitions

(a) In these terms and conditions

"Acceptance Form" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"the Complaints Procedure" is the School's procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School;

"deposit" means the sum amount paid as a deposit on acceptance of a place at the School;

"fees" means the tuition fees as originally advised and as amended from time to time;

"Head" means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"School Rules" means the rules of the School, a copy of which is provided to each child on entry and is sent to parents with the letter offering a place at the School. Parents will be given notice of any amendments;

"term" means a term of the School as notified to parents from time to time;

"a term's notice" means notice given not later than the first day of the term preceding the term to which the notice relates;

"we" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires;



"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or who with the School's written consent has subsequently assumed parental responsibility for such child.

- (b) The Acceptance Form, the School Rules, the Complaints Procedure and these terms and conditions constitute the terms of a contract between you and More House Trust Ltd. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

- (a) An offer of a place for your child at the School is accepted by your completing the Acceptance Form and paying the deposit.
- (b) The deposit is not refundable if your child does not take up a place at the School. The deposit will be credited without interest to the final invoice issued following your child's leaving.

3. School Fees

- (a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials, shall be met by the fees, unless otherwise notified by the School.
- (b) Any extra-curricular activities such as private music lessons, trips and visits in which you agree your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. Certain lessons (in particular, music and dance lessons) will be charged directly by the teacher concerned and certain activities may be charged separately, in advance, and not added to the School bill. All public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.
- (c) Each person who has signed the Acceptance Form is and remains liable for the whole of the fees due and any supplemental charges.
- (d) Each invoice must be paid in full on or before the first day of term
- (e) In the event of payment being received late or the School having to take steps to recover payment, interest will be payable at 4% over the base rate of Coutts Bank from the date payment was due until it is actually received in cleared funds. Additionally, you will be responsible for reimbursing



the costs of any legal or other expenses incurred by the School in recovering outstanding payments.

- (f) We reserve the right to refuse to allow your child to attend the School or to withhold any references while any amount due to the School remains outstanding. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding amounts
- (g) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due for a particular term.
- (h) Fees and any prepaid supplemental charges will not be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.

4. Notice Requirements

- (a) If you wish to withdraw your child from the School (other than at the normal leaving date) you shall either give a term's notice in writing to that effect to the Headmaster or shall pay to the School a full term's fees in lieu of such notice.
- (b) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give term's notice in writing to that effect to the organiser or shall pay to the School (or directly to the teacher, if that teacher invoices directly) a term's charges for the activity in which your child has ceased to participate.
- (c) The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

5. School Rules

- (a) It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time



- (b) The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules.
- (c) The School reserves the right to monitor your child's email communications and internet use for the purpose of ensuring compliance with the School Rules.

6. Disciplinary Procedures

- (a) The Head may, at his discretion, require you to remove or may suspend or expel your child from the School if he considers that your child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and, in his reasonable opinion, the removal is in the School's best interests or those of your child or other children.
- (b) The Head may, at his discretion, require you to remove or may suspend or expel your child if the behaviour of you or either of you is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- (c) Should the Head exercise his right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable.
- (d) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- (e) The review of serious disciplinary matters is governed by the Complaints Procedure.

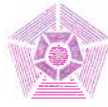
7. The School's Obligations

- (a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of her secondary schooling. However, the School shall not be obliged to permit your child to enter the Sixth Form unless satisfied that it is appropriate to do so having regard to her academic attainments and all



other relevant circumstances. The School may make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations.

- (b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.
- (c) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- (d) We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (e) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- (f) Although our prospectus and Web site describes the broad principles on which the School is presently run and is believed to be correct at the time of printing or posting it does not form part of the contract between you and the School. We reserve the right to make changes to any aspects of the School, including the curriculum.
- (g) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other



specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.

- (h) Religious observance at the School shall be conducted in accordance with the School Rules and the Faith nature of the School itself.

8. **The Parents' Obligations**

- (a) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.
- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (c) The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of both such persons. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to both of them.
- (d) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (e) We cannot accept any responsibility for the welfare of your child while off the School premises unless she is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- (f) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.