



# TOWN CLOSE SCHOOL

NORWICH'S FINEST PREP SCHOOL • FOR GIRLS & BOYS • 3-13 YEARS

## **POLICY AND ARRANGEMENTS FOR ADMISSIONS, DISCIPLINE AND EXCLUSIONS v 3.1 (Parent Contract)**

### **1. Definitions**

#### **(a) In these terms and conditions**

"Acceptance Form" means the forms, including the Form of Acceptance, Parent's Declaration of Consent, Medical Record and Administration Record, provided by the School for parents to complete when accepting a place for their child at the School;

"Child" means a child of whatever age admitted by the School to be educated;

"the Complaints Procedure" is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. A copy of the procedure is available on the School's website.

"acceptance deposit" means the sum set out in the offer letter;

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

"the Pupils' Disciplinary Code" is the School's procedure for dealing with unacceptable behaviour;

"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 those which are outlined within our Behaviour Management Policy which can be found on our website. The School Rules may be amended from time to time for legal or safety reasons or in order to assist the proper administration of the School;

"The Town Close Way" refers to our School values. A copy of the current version of which is provided to each child on entry and is sent to parents with the letter offering a place at the School.

"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;

"terms and conditions" means these terms and conditions as amended from time to time;

"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 signed the Acceptance Form or subsequently assumed parental responsibility for such child.

- (b) The Acceptance Form, the Schedule of Fees, the School Rules, the Complaints Procedure, the Pupils' Disciplinary Code and these terms and conditions constitute the terms of a contract between you and Town Close House Educational 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 acceptance deposit**

- (a) An offer of a place for your child at the School is accepted by you submitting the duly completed Acceptance Form and paying the acceptance deposit.
- (b) The acceptance deposit is refundable after any outstanding accounts have been settled when your child leaves the school.
- (c) Once the acceptance form has been duly completed and the acceptance deposit has been paid you will be subject to the notice requirements as outlined in clause 4.

## **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.

- (c) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained the prior written consent of both the School and the remaining parent.

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

- (d) Each invoice must be paid in full on or before the first day of term.
- (e) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees or supplemental charges remain unpaid. We may make an interest charge of 2 per cent per month or part month.
- (f) 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 and in any event shall give you notice of any such increase not later than the final day of the preceding term.
- (g) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise.

#### **4. Notice Requirements**

- (a) If you wish to:
- (i) withdraw your child from the School (other than at the normal leaving date, that being the end of Year 8); or
  - (ii) withdraw your child from an activity charged for as supplemental;

you shall either give a term's notice to that effect or shall pay to the School a term's fees or, as the case may be, 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 next term of provision.

In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the next term.

- (b) You acknowledge that the School's affairs are organised on a termly basis and that 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**

It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time. The full uniform list can be found within the Parent Handbook.

## **6. Disciplinary Procedures**

- (a) The Head may in [his/her] discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if [he/she] considers that your child's attendance, progress or behaviour, including behaviour outside school, is seriously unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.
- (b) The Head may in [his/her] 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/her] 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 paid or due and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable.
- (d) The Pupils' Disciplinary Code and 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 and the Pupils' Disciplinary Code.

## **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 his or her preparatory schooling.

- (b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or 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: encouraging your child in his or 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 describes the broad principles on which the School is presently run and is believed to be correct at the time of printing 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 or the manner of providing education for your child (including by providing such education remotely whilst your child remains at home, for example, where the School is required to close the School premises), and we reserve the right to do so. We will give parents a term's notice of any significant changes at the School including changes in the curriculum that we regard as significant to your child and where practicable will consult with parents on such changes.
- (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 has made all reasonable adjustments that it can/are possible and that it considers that no further reasonable adjustments are available.
- (h) 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, website and in the School's use of social

media and other communications, such as the newsletter. We would not disclose the full name or home address of a child without the Parents' consent. **For further information regarding the School's use of photographs, please see our Privacy Notice which can be found at [www.townclose.com/about/regulatory-information](http://www.townclose.com/about/regulatory-information). If you would like to discuss this matter further, please contact the Bursar on 01603 620180 or by emailing [bursar@townclose.com](mailto:bursar@townclose.com).**

## **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. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. In such circumstances we shall endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- (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 he/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.
- (g) Unless you notify us to the contrary, you consent to your child travelling on a coach or minibus, or occasionally in taxi or private vehicle organised by the School, for games/outings whilst a pupil in this School.

- (h) Any property belonging to your child, including and items (for example, salto wristbands, library books, text books, iPads etc) which are issued to your child by the School are your child's responsibility. If any such property is lost or damaged you will be responsible for, and/or liable for the cost of, replacing such property.

**9. How we may use Personal Information: References, Confidentiality and Data Protection**

We value the personal information that is entrusted to us by pupils and parents, and recognise that it is extremely important that we uphold that trust in the way in which we handle, use, store and protect personal data. Further details of how we process and handle personal data can be found in the School's Privacy Notice which is available at [www.townclose.com/about/regulatory-information](http://www.townclose.com/about/regulatory-information).

**10. Insurance**

You must make your own insurance arrangements if you require cover for your child's property while at School.

**11. Confidentiality and References**

You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you are or your child is alleged to have suffered resulting from a reference or report given by us.

**12. Changes in Ownership etc**

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

**13. Communications**

All notices required to be given under these terms and conditions must be given in writing. You undertake to (i) confirm (or update, if necessary) when requested, such information about you and/or your child that is held by the School and (ii) in any event, inform the School of any change to you or your child's circumstances or to the information about you or your child, that has previously been notified to the School including relevant contact details. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required

to give under these terms and conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

#### **14. Interpretation**

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

#### **15. Cancellation**

- (a) The School shall be entitled to cancel this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this or any similar agreement with the School and have not (in the case of a breach which is capable of remedy) remedied the same within (14) days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions). For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this agreement: (i) failure to pay any fees or supplemental charges on time on more than one occasion; (ii) you (as opposed to your child) acting in such a way as to give the Head cause to expel your child under Clause 6 (b) of this agreement; (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this agreement (including the School Rules); and (iv) failure or refusal to complete and submit to the School a medical questionnaire in respect of your child.
- (b) Either party may cancel this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) For the avoidance of doubt, this agreement shall end at the end of your child's schooling.

#### **16. Force Majeure (i.e. circumstances beyond our control)**

- 16.1 In this agreement "force majeure" shall mean any cause beyond a party's control (including, for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).
- 16.2 In the event of a force majeure arising which prevents or delays the School's

performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. The School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

- 16.3 Subject to Clause 16.2, if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the School shall notify you of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying fees in lieu.
- 16.4 Subject to Clause 3(g), in the event that your child is unable to attend (or is likely not to be able to attend) the School due to reasons of his or her severe ill-health or physical impairment caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- (a) you shall, in consultation and cooperation with the School, use all reasonable endeavours to:
    - (i) mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provision of education by the School, including for example participating remotely); and
    - (ii) resume the performance of the obligations as soon as reasonably possible;
  - (b) in circumstances where, following the efforts made and steps taken under Clause 16.4(a), your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and
  - (c) in the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months you shall discuss with the School a solution by which this agreement may be performed and, following such discussions, you shall be entitled to cancel the agreement on written notice and without giving a term's notice or paying a term's fees in lieu.

## **17. Consumer protection**

- 17.1 Care has been taken to use plain language and to give clear explanation in these terms and conditions. If any words alone or in combination infringe the Unfair Terms in Consumer Contract 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.
- 17.2 If you entered into this contract by means of distance communication (i.e. by post or e-mail) or off premises you have fourteen (14) calendar days to cancel the contract under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. To exercise the right to cancel, you must inform the School of your decision to cancel the contract by a clear statement (e.g. a letter sent by post or e-mail). You may use the attached Cancellation Form, but it is not obligatory.

## **18. Jurisdiction and Governing Law**

The contract between you and the School as set out in these terms and conditions is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

## **19. Variations**

We reserve the right to make change or add to these terms and conditions from time to time for legal or safety reasons or in order to assist with the proper delivery of education at the School. The School will give you at least a term's notice of any such modifications.

*Last reviewed June 2019*



# TOWN CLOSE SCHOOL

NORWICH'S FINEST PREP SCHOOL • FOR GIRLS & BOYS • 3-13 YEARS

## Cancellation Form

(Complete and return this form **only if you wish to cancel the contract ref.** )

To: Town Close School,  
14 Ipswich Road  
Norwich  
Norfolk  
NR2 2LR

1/We\* hereby give notice that 1/We\* wish to cancel my/our\* contract

Reason: Cooling Off Period (see clause 17.2)

Signed.....

Date:.....

\* delete as appropriate