

## TERMS AND CONDITIONS

*A copy of this policy is published in the following areas:  
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### A INTRODUCTION

#### A1 Terms and conditions

These terms and conditions reflect the custom and practice of independent schools for many generations and together with the letter of offer, the conditions of award if applicable, the acceptance form and the fees list, they form the basis of a legally binding contract between the parents and the school for the provision of educational services. These terms and conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of Truro School.

#### A2 Variations

These terms and conditions, the Conditions of Award and the fees list are subject to change from time to time.

#### A3 Prospectus and website

The School's prospectus and website are not contractual documents. Please see clause L5 for further information. The School website contains a number of policies and procedures which can be viewed by parents. Printed copies are available from the School on request.

#### A4 Fees and notice:

The rules concerning fees and notice are of particular importance and are set out in Section D and Section J.

#### A5 Managing change

Truro 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 L for further details of the changes that may be made and the consultation and notice procedures that will apply.

### B TERMINOLOGY (in these terms and conditions)

**B1 School or We or Us:** means Truro School (including Senior and Prep) as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee.

**B2 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.

**B3 Head:** means the Head of the School as appointed by the School Governors. The Head is responsible for the day-to-day management and running of the School, including anyone to whom such duties have been duly delegated.

**B4 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, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the School, the Parents and the third party. Please also see clause D3 and clause L6. 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.

**B5 Parental Responsibility:** Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a 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 interests and welfare of the child.

**B6 Pupil:** means the child named on the acceptance form. The age of the Pupil will be calculated in accordance with British custom.

**B7 Acceptance Form:** means the form provided by the School for Parents to complete when accepting a place for the Pupil at the School.

**B8 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.

## **C ADMISSION AND ENTRY TO THE SCHOOL**

### **C1 Registration and admission**

Applicants will be considered as candidates for admission and entry to the School when the Registration form has been completed and returned to us and the non- returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time. **Admission** occurs when the Parents accept the offer of a place by submitting the completed acceptance form and paying the guarantee fee. **Entry** occurs on the date when the Pupil attends the School for the first time under these terms and conditions.

### **C2 Equality**

The School is a day school for boys and girls aged from 3 - 18 years with boarding available for boys and girls aged 11 – 18 years. The School has a Christian ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, we can cater adequately.

### **C3 Offer of a place and guarantee fee**

A guarantee fee, as shown on the fees list for the relevant year, will be payable when Parents accept the offer of a place. An amount specified on the fees list will be credited to the Pupil's account, will be retained in the general funds of the School until the Pupil leaves and 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, unless stated otherwise in these terms and conditions. Means-Tested Bursary holders will pay a pro-rata guarantee fee. See also clauses J6-J9.

#### C4 **Additional guarantee fee**

For reasons of administration the right is reserved to require payment of an “additional guarantee fee”, as shown on the fees list for the relevant year, as an additional deposit in the case of a pupil whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the school until the pupil leaves and 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, unless stated otherwise in these terms and conditions. See also clauses J6-J9.

C5 **Immigration:** The School is a registered UKVI sponsor. The School has the right to request further information about a Pupil’s immigration status and to share this information with UKVI, if necessary. The place could be terminated if a Pupil is shown to have no legal right to study in the UK.

### D **FEES**

#### D1 **Fees**

Fees may include, alone or in combination, any of the Registration Fee, the Guarantee Fee, tuition fees, fees for extra tuition, other extras such as clothing and equipment, photographs or any co-curricular activities such as private music lessons, trips and visits in which you agree in advance the Pupil may participate, or damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred. In particular, all public examination charges shall be charged as supplemental to the fees. Any additional charges incurred by the School in providing for the special educational needs of a Pupil may be charged as supplemental to the fees.

D1.1 Any cash advances to pupils over £20 will attract a 5% surcharge. The School reserves the right to charge for administrative costs for matters such as arranging travel, and for other services such as escorting day pupils to hospital when the time involved becomes excessive.

#### D2 **Payment of Fees**

The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each Term are due and payable in accordance with clause D3. If an item on the fees invoice is under query, the balance of that fees invoice must be paid.

#### D3 **Payment of fee and instalment arrangements**

All payments shall be made by direct debit unless otherwise agreed. Parents may elect to pay fees either:

- i. Termly by three instalments of the academic year’s fees, payable on the first day of each term; or
- ii. Monthly (in advance) by twelve instalments of the academic year’s fees starting on 1 August and thereafter at monthly intervals with a final instalment on 1 July in the following year.

Supplemental charges shall be invoiced after the end of each term and will be show on the following term’s invoice and are payable in full on the first day of the following term.

An administrative charge of 1.5% of the payment value is payable for all credit card payments. Any ‘unpaid’ cheques will incur an administrative fee of £25.

Termly Fee payments for international boarders made from an overseas bank account must be cleared to the School’s bank account before the boarders’ return date; where money transfers are made in stages, the final stage must have cleared by the boarders’ return date.

**D4 Payment of Fees by a third party**

An agreement with a third party (such as an employer, grandparent, step-parent without parental responsibility or third party credit provider) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The School reserves the right to refuse a payment from a third party.

**D5 Indemnity**

The Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School if the School is required to repay all or part of any sum paid to it by a third party credit provider on behalf of the Parents.

**D6 Refund or waiver**

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 the Pupil is absent through illness; a Term is shortened or a vacation extended; the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; the School is temporarily closed due to adverse weather conditions; or for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

See also Section K for information about events beyond the control of the parties.

**D7 Exclusion for non-payment**

The School reserves the right to refuse to allow the Pupil to attend school if Fees are overdue for payment or if there is a persistent failure by parents to pay the fees on time. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Review will not normally arise. The School may withhold any information, character references or property while Fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil

**D8 Late payment**

If the Parents do not make any payment to the School by the due date for payment (see clause D2 and D3) we may charge interest to the Parents on the overdue amount at the rate of 1.5% compound per month. Unless, we tell the Parents in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgement against the Parents. The Parents must pay the School the interest together with the overdue amount. 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. This interest charge is without prejudice to the School's right to withdraw a place from, or to refuse admissions to, a Pupil whose fees are not paid by the first day of term

**D9 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 clause D7.

**D10 Appropriation**

Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the School to the unpaid account of any other child of the Parents.

**D11 Composition schemes**

An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.

#### **D12 Scholarships and bursaries**

Every scholarship, Headmaster's Award or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and its staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. In the case of Truro School Means-Tested Bursaries the Parents undertake to disclose a complete statement of family means on application and to inform the School of any significant changes to these during the time that the Pupil is at the School. Failure to provide this information would give the School the right to withdraw the financial assistance and leave the Parents with liability for the full fees.

**D13 Fees increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase they may give to the School written notice of withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of notice and the Guarantee Fee will be refunded without interest less any sums owing to the School.

#### **D14 Information about fees**

The Parents consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.

#### **D15 Anti-money laundering**

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.

#### **D16 Family discounts**

Siblings who are boarders at the same time are each allowed a discount of 5%. Second and subsequent siblings of day pupils activate this discount on the next older sibling.

### **E EDUCATIONAL MATTERS**

#### **E1 Provision of education**

The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The School cannot guarantee that the Pupil will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.

#### **E2 Organisation of the curriculum**

We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's Form tutor, Head of Year, Houseparent, or other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.

#### **E3 Progress reports**

The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of grades, full written reports, consultation and / or parents' meetings.

#### **E4 Sex education**

The Pupil will receive health and life skills education appropriate to his / her age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.

#### **E5 Public examinations**

The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of his / her professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and / or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from his / her tutors.

#### **E6 Reports and references**

Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examination, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

Communication with other schools: Parents consent to the passing of information about a pupil (including payment of fees) between the School and any other school that the pupil currently attends or proposes to attend.

#### **E7 Learning difficulties**

The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The School staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

#### **E8 Screening for learning difficulties**

The screening tests available to schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty.

#### **E9 Information about learning difficulties**

The Parents shall notify the Head when completing the School's registration form and subsequently in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for the Pupil's special educational needs.

#### **E10 Moving up the School**

The offer of a place at the Prep School (pupils aged 4-11 years) does not constitute an offer of a place to the Senior School at age 11 and for this purpose the two sections of the School are regarded as separate entities.

Parents who want their child's education to continue at the Senior School at age 11 must have accepted the offer of a place, if made by the Senior School, in the Spring term of the preceding year (when the child is in Year 6 at the Prep School) and must have returned the acceptance forms by the deadline set by the Senior School.

It is assumed that if the Pupil satisfies the relevant criteria at the time of entry to the Senior School he / she will progress through the School and will ultimately complete Year 13. The Parents will be consulted before the end of the Spring Term if there appears to be any reason why the Pupil may be refused a place at the next stage of the School. The Parents must give a term's notice in writing (i.e. before the start of the Summer Term) in accordance with the Provisions about notice in Section J below if they do not intend the Pupil to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable. The School may make a decision as to whether a Pupil may continue into the next year group following the release of public examinations. In the event that the School invoices fees for the following term prior to such decision being made and/or debits from the nominated bank account any amount in respect of such fees, such invoice shall be cancelled and any such debited amount shall be repaid to

the nominated account if the School subsequently exercises its right not to permit a Pupil into the following year group. For the avoidance of doubt, any such invoicing or debiting shall not be construed as a waiver of any such right, nor shall it be deemed to constitute an acceptance of a Pupil into the following academic year.

#### **E11 School's intellectual property**

The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark (intellectual property) arising as a result of the actions or work of the Pupil in conjunction with any member of staff and / or other pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in the creation / development of intellectual property.

#### **E12 Pupil's intellectual property**

The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head or staff.

#### **E13 Educational visits**

A variety of educational visits will be provided for the Pupil. By signing the Acceptance Form or agreeing to be bound by these terms and conditions the Parents consent to the Pupil taking part in any educational visit. Educational visits which cost more than £100, require overseas travel, involve an overnight stay, occur during a weekend or School vacation; or involve some element of high risk or adventure activity will be subject to a separate agreement. The cost of such a visit will be payable in advance. The Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Pupil from taking part in an educational visit while overdue fees remain unpaid.

### **F PASTORAL CARE**

#### **F1 The School's commitment**

We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.

The School cannot accept any responsibility for the welfare of a Pupil while off the School premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of the School staff.

#### **F2 Complaints**

Any question, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the School must be notified to the School as soon as practicable. A copy of the School's complaints procedure can be supplied on request. See also clause H18.

#### **F3 Pupils' rights**

The Pupil, if of sufficient maturity and understanding, has certain legal rights that 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 Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.

#### F4 **Head's authority**

The Parents authorise the Head to take and / or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare. Parents and Pupils are required to assist the Head at all times in this duty of care for the safety and welfare of all Pupils – as laid down by the School in its safety policies and rules. This includes such matters as the provision of personal safety equipment for games and other activities. Please see Section G.

#### F5 **Ethos**

The ethos of the School is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and the Parents and we expect the same of the Pupil and the Parents in relation to the School or its staff.

F6 **Physical contact:** The Parents consent to such physical contact with the Pupil as may accord with good practice, as may be appropriate and proper for teaching and instruction, for providing comfort to the Pupil in distress, to maintain safety and good order; or in connection with the Pupil's health and welfare.

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

#### F7 **Disclosures**

The Parents must, when registering a pupil or, once part of the school community, as soon as possible after the situation arises, disclose to the School in confidence any known medical condition (physical or psychological), health problem or allergy affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family, any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil, any family circumstances or court order which might affect the Pupil's welfare or happiness and any concerns about the Pupil's safety. Failure to do so may result in the Parents being asked to remove the pupil from the school due to a perceived breakdown in communication between the Parents and the School and the partnership between Parent and School (see clause H13.3).

#### F8 **Confidentiality**

The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's use of e-mail, the internet; and mobile electronic devices for the purpose of ensuring compliance with the School Rules.

See also the School's Network and Internet Acceptable User policy.

#### F9 **Special precautions**

The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or any other member of the School community.

#### **F10 Leaving School premises**

The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if he / she leaves School premises in breach of School rules or regulations. The School is not legally entitled to prevent a pupil aged 16 years or over from leaving School premises during School hours.

#### **F11 Residence during term time**

The Pupil 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 Pupil will be residing during term time under the care of someone other than the Parents or legal guardian.

#### **F12 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 the place or the withdrawal of the Pupil from the School. Those persons who are required to consent to or to give notice of cancellation or withdrawal are set out in clause J2.

All notices required to be given under these terms and conditions must be given in writing.

#### **F13 Absence of parents**

When both Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer, the Head 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 Pupil.

#### **F14 Education guardians**

The Parents if resident outside the United Kingdom must before Entry appoint an education guardian for the Pupil 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, as outlined in the School's Guardianship Policy. The School can accept no responsibility for the Pupil when he / she is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the School, in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details.

#### **F15 Photographs or moving images**

By signing the Acceptance Form or agreeing to these terms and conditions the Parents consent to the School obtaining and using photographs or moving images of the Pupil for:

- F15.1 use in the School's promotional material such as the prospectus, the website or social media;
- F15.2 press and media purposes;
- F15.3 educational purposes as part of the curriculum or extra-curricular activities

No photograph of a pupil at the Prep School will be released for publication that includes the pupil's full name. At the Senior School students' full names may be used against photographs used for press releases. We would not disclose the home address of the Pupil without the Parents' consent. If the Parents do not want the Pupil's name, photograph or image to appear in any of the School's promotional material they must make sure the Pupil knows this and must notify the Head in writing immediately, requesting an acknowledgement of their letter.

#### **F16 Transport**

The Parents consent to the Pupil travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

#### **F17 Pupil's personal property**

The Pupil is responsible for the security and safe use of all his / her personal property including money, mobile phones, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to them by the School even when items are left "in the safe-keeping" of members of staff. Boarders may bring electrical equipment to school only by arrangement with the boarding house staff, all such equipment must show valid and up-to-date proof of safety testing. If it does not, the School reserves the right to carry out such testing at the owner's expense.

#### **F18 Insurance**

The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises. Pupils are included in a personal accident insurance scheme, the charge for which is included in the Fees. It is parental responsibility to check the level of cover provided in the personal accident insurance and make arrangements for additional cover, if a Parent wishes. No employee of the School is qualified to give financial advice to parents, or to recommend insurance, financial or other schemes, relating to fees and Pupil welfare. Parents should see independent advice prior to making any decision on such matters.

#### **F19 School's liability**

Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

#### **F20 Assemblies**

Religious observance at the School shall be conducted in accordance with the School's Methodist Foundation and Mission Statement, which states that the School aims to "worship as Christians in the Methodist tradition, to uphold Christian values in practice as well as in theory and to make religious education a strong feature of the curriculum, whilst welcoming members of other faiths and none in a spirit of openness and tolerance". All pupils attend assembly and Chapel Services.

#### **F21 Absence from School**

The School must be informed of any reason for a Pupil's absence from School. The School's prior consent should be sought for absence in writing from the Deputy Head (Senior) and Head (Prep). Parents undertake to keep the School informed about absences due to illness or other problems, according to the published procedures.

### **G HEALTH AND MEDICAL MATTERS**

#### **G1 Medical declaration**

Before the Pupil enters the School the Parents will be asked to complete a Confidential Medical Questionnaire 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 anyone with an infectious or contagious disease. All Boarders under 16 must register with the School Doctor, those over 16 may register with a Doctor of their choice, if they wish.

#### **G2 Medical care**

The Parents must comply with the School Nurse's recommendations which may include a reasonable decision to release the Pupil home when he / she is unwell.

### **G3 Pupil's health**

The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it necessary as a matter of professional judgement in the interests of the Pupil and / or the School community. The Pupil if of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community. The School has a Counsellor which Pupils can access, if School feels that there is a need, without parental consent, as long as deemed to be "Gillick competent". The School will fund a maximum of 6 sessions.

### **G4 Medical information**

Throughout the Pupil's time as a member of the School, the School Nurse shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil'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.

### **G5 Emergency medical treatment**

The Parents authorise the Head to consent on their behalf to the Pupil 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 Pupil's welfare and if the Parents cannot be contacted in time.

## **H BEHAVIOUR AND DISCIPLINE**

### **H1 School regime**

The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of the Pupil is at issue.

### **H2 Conduct and attendance**

We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The 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 and general appearance.

If selected for a School team, Pupils are required to attend matches and practices as arranged by the member of staff involved.

### **H3 School rules**

The School rules which apply are set out in the Student Planner and on the School website and other documents published from time to time. The Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place. These rules may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School.

### **H4 School discipline**

The Parents accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's disciplinary policy which is current at the time and published on the School website 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.

### **H5 Investigative action**

A complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his / her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect

the Pupil's human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by the Parents, education guardian or a teacher of the Pupil's choice.

#### H6 **Procedural fairness**

Investigation of a complaint that could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of his / her choice.

#### H7 **Divulging information**

Except as required by law, the School and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.

#### H8 **Drugs and alcohol**

The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School rules or policy. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

#### H9 **Sanctions**

The School's current policies on sanctions are available to the Parents on request before they accept the offer of a place. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, suspension, or alternatively being removed or expelled. Where damage is caused to School property through a Pupil's negligence or wanton act, the full cost of the repair or replacement will be charged to individual accounts.

#### H10 **Definitions of sanctions**

The definitions in this clause apply in these terms and conditions.

**Expulsion:** means that the Pupil is required to leave the School permanently in circumstances described in clause H11

**Removal:** means that the permanent removal of the Pupil from the School is required in circumstances described in clause H13.

**Suspension:** means that the Pupil is sent or released home for a limited period as either a disciplinary sanction or pending the outcome of an investigation or pending a Governors' Review.

**Withdrawal:** has the meaning set out in clause J10.

#### H11 **Expulsion**

The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision to expel shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause H16 and clause H17.

#### **H12 Fees following expulsion**

If the Pupil is expelled, there will be no refund of the Guarantee Fee or of Fees for the current or past terms. There will be no charge to Fees in lieu of notice but, save for any contrary provisions 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.

#### **H13 Removal in other circumstances**

The Parents may be required to remove the Pupil permanently from the School if, after consultation with the Parents and if appropriate the Pupil, the Head is of the opinion that:

H13.1 by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the School; or

H13.2 if the Parents have treated the School or members of its staff unreasonably; then in these circumstances, and at the sole discretion of the Head, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and the Parents as well as those of the School. The Head's decision to require the Removal of the Pupil shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause H16 and clause H17.

H13.3 if there has been a breakdown in communication between School and Parents and a breakdown in the partnership which the School deems essential for the furtherance of education. (See Clause F7)

#### **H14 Fees following removal**

If the Pupil is removed or withdrawn in the circumstances described in clause H13, the provisions relating to Fees shall be as set out in clause H12 save that the Guarantee Fee will be refunded without interest less any sums owing to the School.

#### **H15 Leaving status**

The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion or Removal or Withdrawal.

A Pupil who has been suspended or excluded from the School may not enter the School premises without the direct permission of the Head.

#### **H16 Governors' review**

The Parents may request a review by Governors (Governors' Review) of a decision to expel or require the removal of the Pupil from the School (but not a decision to suspend the Pupil unless the suspension is for 11 School days or more, or would prevent the Pupil taking a public examination). The request shall be made as soon as possible and in any event within seven days of the Head's decision being notified to the Parents. The Parents will be entitled to know the names of the Governors who make up the review panel and may ask for the appointment of an independent panel member nominated by the Clerk to the Governors and approved by the Parents, such approval not to be unreasonably withheld.

#### **H17 Review procedure**

The Head will advise the Parents of the procedure (current at that time) under which a Governors' Review shall be conducted by a panel of three Governors (including an independent member if requested). If the Parents request a Governors' Review, the Pupil will be suspended from School until the review procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

#### H18 **Complaints procedure**

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

#### H19 **Boarders**

The Head may require the withdrawal of a Pupil from boarding while allowing continuation as a day Pupil.

### **J PROVISIONS ABOUT NOTICE**

J1 **Term:** means the period between and including the first and last days of the relevant school term.

J2 **Notice:** means (unless the contrary is stated in these terms and conditions) a term's written notice given by:

- J2.1 both Parents; or
- J2.2 one of the Parents with the prior written consent of the other parent; and
- J2.3 any other person with Parental Responsibility

before the first day of Term addressed to and received by the Head personally or the Bursar on the Head's behalf. It is expected that the Parents will consult with the Head before giving Notice to withdraw the Pupil.

J3 **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 must be given if:

- J3.1 the Parents wish to cancel the place after acceptance; or
- J3.2 the Parents wish to withdraw the Pupil who has entered the School; or
- J3.3 following the GCSE year or AS Level year, the Pupil will not return for the following year even if he / she has achieved the required grades.
- J3.4 parents wish to change a pupil's place from boarding to day, full boarding to weekly boarding;

The School's affairs are organized 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 a Pupil, or giving notice, part way through a term.

J4 **Provisional notice:** is valid only for the Term in which it is given and may not be given in two consecutive terms. Provisional notice must be given in writing and received by the Head personally or the Bursar on the Head's behalf.

#### J5 **Fees in lieu of notice**

In circumstances where the Parents have not given a Term's Written Notice, Fees in lieu of notice means Fees in full at the rate applicable for the next Term following Withdrawal and not limited to the parental contribution in the case of a scholarship, Headmaster's Award or other award or concession. One Term's Fees in lieu of notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources. The charging of a term's fees in lieu of notice is at the discretion of the Finance Governors of Truro School who will give due consideration to a sudden change in financial circumstances or relocation due to employment. If notice

is not given under J3.4 Parents shall pay to the School the difference between the boarding or weekly boarding and day fee for the final term of provision if a term's notice had been given.

**J6 Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil enters the School or where the Pupil does not enter the School. Please see clause C1 for details of when Entry to the School occurs.

#### **J7 Cancellation rights**

If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either parent meeting face to face with a member of the School staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. In such circumstances the Guarantee Fee will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement.

#### **J8 Cancelling acceptance**

The Cancellation of the 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:

- J8.1 one Term's Fees at the rate payable for the Term of Entry, less the Guarantee Fee, payable as a debt if less than a Term's Written Notice of Cancellation has been given;
- or
- J8.2 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.

#### **J9 Cancelling a place offered in the Term before Entry**

Save where clause J7 applies, 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 Guarantee Fee will then be 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 Guarantee Fee, payable as a debt.

**J10 Withdrawal:** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice required under these terms and conditions at any time after the Pupil has entered the School. Please see clause C1 for details of when Entry to the School occurs. See also clause D6, clause J11 and clause J12.

#### **J11 Withdrawal by the Parents**

If the Pupil is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause D7, Fees in lieu of notice less the Guarantee Fee will be due and payable as a debt immediately unless the place is filled immediately and without loss to the School.

#### **J12 Withdrawal by the Pupil**

The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parents.

#### **J13 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.

**J14 Discontinuing extra tuition**

If you wish to withdraw a Pupil from an activity charged for as supplemental, you shall either give a half-term's written notice to that effect or shall pay to the School a half-term's charges for the activity in which the Pupil has ceased to participate.

**J15 Termination by the School**

The School may terminate this agreement on one Term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Guarantee Fee will be refunded without interest less any outstanding balance of Fees.

**K EVENTS BEYOND THE CONTROL OF THE PARTIES**

**K1 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 of disease, failure of utility service or transportation.

**K2 Notification**

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

**K3 Continued force majeure**

If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause K2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

**K4 Termination**

If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause K2 may terminate this contract by providing at least three working days' notice in writing to the other party.

**L GENERAL CONTRACTUAL MATTERS**

**L1 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 Pupil consent to the processing by the School of personal information including:

L1.1 financial information relating to the Parents;

L1.2 sensitive personal information relating to the Parents and / or the Pupil;

L1.3 sharing relevant personal data with appropriate examination awarding bodies for the purpose of examining and awarding qualifications. Awarding bodies may be required to pass this data to educational agencies such as DfE, Ofqual, UCAS, Local Authorities and other such agencies. Awarding bodies maintain a comprehensive archive record of Pupils' examination results. The purpose is to provide an audit trail of the results certificated and to maintain an accurate record of an individual's achievements.

as is deemed necessary for the legitimate purposes of the School. See also the School's *Data protection information notes* as set out in Schedule 1.

Unless the School receives Parents' written objection it may:

L1.4 retain Pupil and Personal data within the Development Office set up to manage alumni relationships (Truro School Former Pupils' Association) and the Truro School Foundation

L1.5 contact Parents and alumni (including via such third parties) by post, e-mail or telephone for marketing, fundraising and school promotional purposes

L1.6 collect and process information from Parents or from public sources about parents' and former pupils' occupations and activities which may be used so as to maximize the School's fundraising potential.

If you do not want us to use your details in these ways please write to the School's Data Protection Officer at Truro School, Trennick Lane, Truro, TR1 1TH (e-mail [enquiries@truroschoo.com](mailto:enquiries@truroschoo.com)).

## L2 **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, facilities and their use, in the curriculum and the size and composition of classes, 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 and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.

## L3 **Consumer protection**

Care has been taken to use plain language and to give clear explanations in these terms and conditions. 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.

## L4 **Consultation**

It is not practicable to consult with the Parents and the Pupil 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:

L4.1 a change of policy; or

L4.2 a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or

L4.3 a change of ownership of the School.

## L5 **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 of that matter from the Head.

## L6 **Third party rights**

Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

## L7 **Interpretation**

These terms and conditions supersede any 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.

## L8 **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

## L9 **Variations**

The School reserves the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School.

## Schedule 1 Data protection information notes

1 The School holds information about you and your child including exam results, parent and guardian contact details, 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 interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal 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 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 We may, in order to verify your identity and so that we can assess your application for the award of a Means Tested Bursary or for credit in contemplation of an agreement for the deferment of fees, 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 an award or credit.

**Schedule 2 Summary of clauses containing financial consequences**

<b>EVENT</b>	<b>CLAUSE</b>
Offer of a place and deposit	C3
Refund or waiver	D5
Exclusion for non-payment	D6
Late payment	D7
Fees following expulsion	H12
Fees following removal	H14
Fees in lieu of notice	J5
Cancellation rights	J7
Cancelling acceptance	J8
Cancelling a place offered in the term before entry	J9