

a) **The School** is Llandovery College acting by the Trustees as now or in the future constituted. It is assumed that a pupil will, subject to conduct and academic ability, progress through the School and complete Year 13.

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

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

d) **Our Aims:** The aims of the School are described in the Prospectus. In addition, the School aims to strike the balance between academic and practical work, physical education, moral and spiritual development and the pursuit of leisure activities. We are committed to high standards of teaching and care and we welcome parental contact. In turn accept that the School's lawful policies, disciplines and rules must sometimes take precedence over the wishes of the individual. The School is an environment in which pupils are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.

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

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

#### 1. Care & Good Discipline

a) **Parents' Authority:** The parents authorise the Warden while *in loco parentis* or acting on behalf of a pupil aged 16+, to take and/or authorise in good faith all decisions to safeguard and promote the pupil's welfare. Parents give consent to physical contact as may be lawful, appropriate and proper for teaching and providing comfort to a pupil in distress or to maintain safety and good order or in connection with the pupil's health. The Warden may also consent on behalf of the parents to the pupil receiving emergency medical treatment including blood transfusions within the UK, general anaesthetic and operations under NHS or at a private hospital where certified by a person who is appropriately qualified, necessary for the pupil's welfare and if parents cannot be contacted in time.

b) **Conduct & Attendance:** We attach importance to courtesy, integrity, manners and good discipline. Parents warrant that the pupil will take a full part in the activities of the School, attend each school day, be punctual, work hard, be well-behaved and comply with the School Rules about the wearing of uniform.

All pupils receive age-appropriate health & life skills education in accordance with the curriculum at the time.

c) **The Pupil's Health:** The Warden may at any time require a medical opinion or certificate on the pupil's health. The age of the pupil will be calculated in accordance with UK custom. Parents are asked to complete a form of medical declaration concerning the pupil's health and must inform the Warden in writing if the pupil develops a medical condition, health problem or allergy or will be unable to take part in games or sporting activities or has been in contact with infectious diseases.

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

e) **The School Rules:** Each pupil is supplied with a copy of the School Rules giving information about the ethos and rules at the School. The purpose to encourage courtesy and consideration for others. Each pupil *and parent* should read the School Rules. **3. Admission and Entry to the School**

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

b) **Offer of a Place and Deposits:** If a place is offered, the deposit will be payable when parents accept the offer. Details of deposits are set out in the *Fees List* as varied from time to time. The deposit will be repaid by means of a credit without interest to the final payment of fees or other sums due to the School on leaving. Until credited it will form part of the general funds of the School. Places accepted and not taken up through no fault of the School will forfeit the deposit payment.

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

#### 4. Fees and Extras

a) **Items Covered:** **Fees** cover the normal curriculum together with most books and stationery. Other items incurred by the School or the pupil may be charged as **Extras**. The pupil is for these purposes agent of the parents. **Damage** done by a pupil, other than fair wear and tear, may be separately invoiced and must be paid as an extra.

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

c) **Responsibility for payment:** Fees are the joint and several responsibility of each person signing the *Acceptance Form* or having parental responsibility for the pupil or has paid any fees or has returned the pupil to the School or given

instructions in relation to the pupil. The School may withhold any information or property while fees are unpaid.

- d) **Payment of fees by a third party:** An agreement with a third party to pay the fees or any other sum due to the School does not release parents from any liability under these terms & conditions unless an express release has been given in writing signed by the Bursar. The School reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.
- e) **Late Payment:** The right is reserved to make late payment charges composed of simple interest calculated on a daily basis at 5% per month from the 1st day of a term and all administration and legal costs in relation to any sums that are unpaid by the due date. It is agreed that the amount of all late payment charges should reflect the commercial rates that would be applied by a financial institution in a case of unauthorised and unsecured borrowing. Such charges will be recoverable by action if necessary. Cheques delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. Any sum tendered that is less than the sum owing may in any event be accepted by the School on account only. The contents of clauses 4 and 5 of these terms and conditions are intended to protect those parents who pay fees on time and to safeguard the School against consequences of the defaults of others.
- f) **Scholarships and Bursaries:** Every scholarship and bursary is subject to high standards of behaviour, attendance and work. The terms of a scholarship or bursary and in particular the terms upon which benefits may become repayable are set out in the offer letter.
- g) **Instalment arrangements:** An agreement by the School to accept payment of fees by standing order or direct debit or any other arrangement for payment of fees by instalments is concessionary and will cease automatically in the event of any default for 30 days or more. On ceasing, the full amount of fees then due shall be payable forthwith as a debt and interest will start to accrue. **5. Events Requiring Notice in Writing**
- a) **Definitions**

**Notice to be given by parents** means (unless the contrary is stated in these terms & conditions) a term's written notice addressed to and actually received by the Warden. **No other notice will suffice. Notices must be hand delivered or sent by special or guaranteed delivery post to the school address.**

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

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

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

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

**Fees in lieu (of notice)** means fees in full for the term of notice at the rate that would have applied had the pupil attended and not limited to the parental contribution in the case of a scholarship or bursary.

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

- b) **Withdrawal from the School:** A term's notice must be given before a pupil is withdrawn from the School or a term's fees in lieu will be

immediately due and payable as a debt at the rate applicable on the date

of invoice whether or not the place can be filled. The pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the parents. The **School Year** is deemed to start on 1 September in each year. The main reason for these rules is to ensure that the School has sufficient notice with which to plan fee levels, other resources and the curriculum.

- c) **Discontinuing Extras:** Half a term's written notice is required to discontinue an extra or half a term's fees for the extra will be immediately payable in lieu as a debt.
- d) **Notice by the School:** The School may terminate this agreement on 1 term's written notice sent by ordinary post and otherwise under clauses **6 a) and b)** below.

## 6. Removal and Expulsion of a Pupil

- a) **Removal at the Request of the School:** Parents may be required, during or at the end of a term, to remove the pupil, without refund of fees, temporarily or permanently from the School if, after consultation with a parent, the Warden is of the opinion that the conduct or progress of the pupil has been unsatisfactory or if the pupil, in the judgement of the Warden, is unwilling or unable to profit from the educational opportunities offered (or a parent has treated the School or members of its staff unreasonably) and in any such case removal is considered to be warranted. The deposit will be refunded in the event of removal from the School and fees in lieu of notice will not be charged but all outstanding fees will be payable in full.
- b) **Expulsion:** A pupil may be expelled at any time if the Warden is reasonably satisfied that the pupil's conduct (whether on or off school premises or in/out of term time) has been prejudicial to good order, school discipline or to the reputation of the School. The Warden will act fairly in accordance with the process of natural justice and will not expel a pupil other than in grave circumstances. There will be no refund of fees following expulsion and all unpaid fees must be paid. The deposit will not be returned, but fees in lieu of notice will not be charged.
- c) **Discretion of Warden:** The decision to exclude, suspend, require removal or expel a pupil and the manner & form of any announcement shall be at the sole discretion of the Warden. In no circumstances shall the School or its staff be required to divulge to parents or others any confidential information or the identities of pupils/others who have given information which has led to suspension, the requirement to remove or expulsion or which the Warden has acquired during an investigation.
- d) **Review:** In the event of expulsion or of a pupil's removal being required, the Warden will advise parents of the procedure (of which copies are available on request) under which a written application for a review of the decision may be made.
- e) **Access:** A pupil who has been withdrawn, excluded, suspended, removed or expelled from the School has no right to enter school premises without the written permission of the Warden.

## 7. Boarding

- a) **Medical Matters:** Each boarder, unless otherwise agreed by the Warden, is registered with the National Health Service by the School Medical Officer.
- b) **Boarding & Day Status:** A change from day to boarding depends on the availability of boarding places at the time. A term's notice is required before a pupil may change from boarding to day status or a term's difference in fees will be payable in lieu. The Warden may at any time require removal of the pupil, temporarily or permanently, from boarding in any of the circumstances described at clause 6(a) or (b) above. There will be no refund of fees for the balance of that term.
- c) **Travel Arrangements:** The right is reserved to charge administration & other expenses inc staff supervision when the School makes travel/other arrangements for the pupil before, during or at the end of term.

- d) **Overseas Pupils:** A deposit of £1000 is normally charged. The deposit and interest are at the sole discretion of the School and shall be repaid by means of a credit to fees for the final term. Until credited, the deposit will form part of the general funds of the School.
- e) **Fees in Lieu of Notice:** The fees in lieu rate for a boarder is the boarding rate.
- f) **Guardians:** When both parents reside outside the United Kingdom, parental responsibility must be delegated to a suitable adult who has agreed to take full responsibility for the pupil when not at school and who can, if necessary, come to the School at short notice.

## 8. General Conditions

- a) **Special Precautions:** The Warden needs to be aware of any matters that are relevant to the pupil's security and safety. The Warden must therefore be notified in writing immediately of any court orders or situations of risk in relation to a pupil for whom any special safety precautions may be needed. A parent may be excluded from school premises if the Warden, acting in a proper manner, considers such exclusion to be in the best interests of the pupil or of the School.
- b) **Leaving School Premises:** A pupil is required to complete an Exeat Form providing details of mode of travel and the address and a contact telephone number where the pupil can be contacted when not at school premises. The School is not, however, able to prevent a pupil leaving school premises in breach of School rules and is not legally entitled to do so in the case of a pupil aged 16+ or 18+.
- c) **Residence during Term Time:** The Warden must be notified in writing if a pupil will be residing other than with a person with parental responsibility.
- d) **Absence of Parents:** When parents will be absent from the pupil's home for 24 hours or longer, the School requires, in writing, the name, address and telephone number for 24-hour contact of the adult to whom parental responsibility has been delegated *in loco parentis*.
- e) **Liability and Insurances:** The School does not, unless negligent, accept responsibility for accidental injury or loss of property. The School undertakes to maintain insurances prescribed by law. All other insurances are the responsibility of parents including insurance of the pupil's personal property whilst at school or travelling to or from school or on any school sponsored activity away from the School. The School is not the agent of the parents for any purpose related to insurance.
- f) **Pupils' Personal Property:** Pupils are responsible for the security & safe use of personal property and for ensuring that such property is clearly marked with the owner's name. A pupil may not bring any item of equipment on to school premises running off mains electricity without prior written permission of the Warden/Bursar and permission may be refused if a current safety certificate cannot be produced.
- g) **Concerns/Complaints:** Parents having cause for serious concern as to a matter of safety, care or quality of education must inform the Warden without delay.
- h) **Progress Reports:** The School monitors each pupil's progress and parents will regularly receive a formal profile of the pupil.
- i) **Learning Difficulties:** Each pupil will be 'screened' for learning difficulties during the first term and at key stages thereafter. Parents will be notified if it appears that formal assessment by an educational psychologist is advisable or the pupil is falling behind with studies. A formal assessment can be arranged by the School at the parents' expense, or by the parents. Our staff is not qualified to make medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties. Parents will be asked to withdraw the pupil without being charged fees in lieu of notice if, in the opinion of the Warden, the School cannot cater for a pupil's special educational needs.
- j) **Biological Samples:** The Warden may at any time when grounds for suspicion exist, require the pupil

to give a biological sample under medical supervision to test for the use of illegal drugs or other substances damaging to health. A record of such sample will not form part of the pupil's permanent medical record.

- k) **Confidentiality:** The School takes care to preserve the confidentiality of information concerning the pupil & parents. Parents, however, consent on behalf of themselves and the pupil to the School (through the Warden as the person responsible) obtaining, holding, using and communicating, on a 'need-to-know' basis, confidential information which, in the opinion of the Warden, is material to the safety and welfare of the pupil and others, including a pupil aged 16+. Parents consent to the School communicating with any other school which the pupil attends or which a parent proposes the pupil should attend about any matter concerning the pupil or about payment of fees, whether or not the information passing is also held in machine-readable form.
- l) **Examinations, Reports and References:** The School will enter a pupil's name for an examination if the Warden is satisfied that such is in the best interests of the pupil. Information supplied to parents and others concerning the progress and character of a pupil and about examination, further education and career prospects and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. Where parents are separated or divorced, reports and other information will be sent to the person with whom the pupil normally resides.
- m) **Intellectual Property:** The School reserves all rights & interests in any intellectual property rights arising as a result of the actions of a pupil in conjunction with any member of staff of the School and/or other pupils at the School for a purpose associated with the School. Any use of any such intellectual property rights by a pupil is subject to the terms of a licence to be agreed prior to the use between the pupil, the parents and the School. The School allows the pupil's role in creation/development of intellectual property rights to be acknowledged.
- n) **Prospectus:** The prospectus describes broad principles and gives an indication of our history and ethos. Although believed correct at the time of printing, the prospectus is not part of any agreement between the parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus should seek written confirmation of that matter before entering this agreement.
- o) **Consumer Protection:** Care has been taken to use plain language in these terms & conditions and to explain the reasons for any that may appear one-sided. If any word/s, alone or in combination, infringe the *Unfair Terms in Consumer Contracts Regulations 1999* or any other provision of law, they shall be treated as severable and shall be replaced with words that give as near the original meaning as is fair.
- p) **Interpretation:** These terms & conditions supersede those published elsewhere and will be construed as a whole. Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of the terms & conditions.
- q) **Jurisdiction:** This contract was made at the School and is governed exclusively by English Law.

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