



DANES HILL SCHOOL

STRONG & SAGACIOUS

PLEASE RETAIN FOR YOUR RECORDS

TERMS AND CONDITIONS

This document sets out the relationship between you and Danes Hill School. It is a very important document and you should read it carefully and retain.

Introduction

Terms and Conditions: These Terms and Conditions together with the Registration Form and the fees list form the basis of a legally binding contract between parents and Vernon Educational Trust Limited 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 Danes Hill School.

1. "The School" is Danes Hill School (which consists of the Pre-Preparatory School, locally known as 'Bevendean' and the main Preparatory School), of Leatherhead Road, Oxshott, Surrey, KT22 0JG which is owned by The Vernon Educational Trust Limited, a company limited by guarantee, which is registered with the Charity Commissioners under number 269433. The Council of The Vernon Educational Trust Limited is the School's "Governing Body". When a child enters The School it is assumed that they will remain at the School until the age of 13, before progressing to a senior school. Such progress is subject to behaviour, performance and academic attainment. Such progress will be particularly monitored for pupils who are transferring from the Pre-Preparatory School to the Main School.

2. "The Head" of the School is the person appointed by the Governing Body to be responsible for the pupils and includes those to whom any of the duties of the Head have been responsibly delegated, including the Head of the Pre-Preparatory School and the Deputy Head.

3. "Parent(s)" or "You" means any person who has signed the Registration Form. The Parent(s) are legally responsible, individually, jointly and severally for complying with their obligations under these terms and conditions. Please see clause 17 of these Terms and Conditions.

The School

4. The School strives to provide a balance covering academic, moral, spiritual and physical education. You are expected to give your support and encouragement to the aims of the School and to uphold these aims by urging your children to maintain appropriate standards at home and at school.

5. Decisions taken about all aspects of the School affect the school community as a whole. You will be given reasonable notice of any proposals or changes which may significantly affect the school community. The ethos and principles on which the School is run are reflected in the policies concerning

admission, equal opportunities, behaviour and discipline, exclusion and review. Written policy documents are available on request.

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6. A successful school must initiate and respond to change. All places at the School are taken up on the basis that, in the interests of the School, reasonable changes may from time to time be made upon reasonable notice, to the size and location of the School, to its premises and facilities, to the rules, to its policies, to the curriculum, to the composition of classes, to the length of the School's terms and the school day and to any other aspect of the School.

Care and good discipline

7. Authority to the School: you acknowledge that the Head is in loco parentis. You consent to the Head making and/or authorising in good faith all decisions that safeguard and promote the welfare and proper education of the pupil. Such consent includes but is not limited to:

- (a) the use of any physical contact which 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; and
- (b) permission for the pupil to receive emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and NHS operations where any of these have been certified as necessary for the pupil's welfare by an appropriately qualified person and you cannot be contacted in time; and
- (c) permission for the pupil to participate in contact sport.

8. The pupil's health: the Head may at any time require a medical opinion or certificate as to the pupil's general health. You must inform the Head in writing if the pupil has or develops any known medical condition, health problem or allergy or will be unable to take part in sporting activities or has been in contact with infectious diseases.

9. Individual pupils of any age may from time to time be required to sit appropriate tests, either carried out internally by the School or externally by outside agencies such as educational psychologists. The cost of internal testing is included in the Fees; however payment for external tests must be made by You directly to the relevant agency. The School's "Learning Support Centre" will supply reasonable extra provision which is recommended following testing. Additional charges for the services of the Learning Support Centre and full details of the services provided can be found on the school website.

10. Special precautions: The Head must be informed in writing of any matters which are relevant to the pupil's welfare, happiness, security and safety and any significant change in the financial circumstances of the Parents or arrangements for the payment of Fees. The Head must be notified immediately of any Court Orders or situations of risk in relation to the pupil for whom any special safety precautions may be needed. You may be excluded from the School's premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the pupil or of the School. The Head must also be notified in writing if it is intended that the pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more and if alternative arrangements have been made for the pupil's education (in which case You will provide details of the destination school where applicable).

11. Conduct: the pupil is expected to wear the School's uniform, (including to sports fixtures and school productions) and to show respect and good manners, whether on or off the School's premises. The

School operates an anti-bullying policy and a pupil who breaches this policy may be excluded. The pupil is expected to abide by the Whole School Behaviour Policy, a copy of which can be accessed on the School website and which may be amended at the Head's total discretion. You are expected to give your support to the School to ensure adherence to the rules.

12. Attendance: the pupil is expected to attend punctually on each school day and to take full part in all school activities, including participating in school teams for which the pupil may be selected. You agree to observe the School's holiday dates, which will be published 12 months in advance. You are not permitted to take a pupil on holiday during term time without the written permission of the Head. Unauthorised absence from school: the Head is not responsible for a pupil's absence if the absence is in breach of the School Rules and when the pupil is travelling to and from school (unless using school transport).

Parents must notify the Head of any special arrangements for the pupil including for their collection from School.

Registration, admission and entry to the School

13. The School operates a registration system before a child can be offered a place at the School. The School shall only register the child if:

- (a) the Registration Form and all associated paperwork has been completed in full by You and received by the School; and
- (b) the current non-refundable Registration Fee has been paid.

After the School receives the completed Registration Form the School will consider your application and will seek clarification from You as necessary of any matter which is relevant to your application. If your application is successful. Parents will receive a letter from the School confirming the registration of your child at the School and asking You to pay the Acceptance Deposit. The Head reserves the right not to register a child at the School where, in his absolute discretion, the Head considers the child unsuitable for admission to the School and/or where there are reasonable grounds to suspect that You have given false information and/or withheld information which is material to the child's application.

14. Confirmation of registration:

(a) A legally binding contract is formed when the School confirms the child's registration at the School to You in writing.

(b) Once You receive confirmation of the Child's registration from the School, You are required to pay the Acceptance Deposit to the School no less than 12 calendar months prior to the child's first day at the School or on demand (where registration occurs within 12 months of the child's first day), unless otherwise agreed. Failure to do so is a breach of these terms and conditions and the School shall be entitled to withdraw the place. The Acceptance Deposit shall be refunded to You by being deducted from the School's final invoice which shall be submitted when the child leaves the School. Any monies owing to the School shall be deducted.

(c) If the child seeks to enter Year 3 or above, the child's registration is conditional upon them passing the School's entry test for the appropriate age group. The School reserves the right to set a screening test for those children entering below Year 3.

(d) The School requires You to disclose all medical and other information, including all written reports about any learning difficulties or disabilities relevant to the child's normal academic development when the Registration Form and Registration Fee are submitted. Failure to disclose any such condition or any other material information will be a breach of contract and the School will be entitled to terminate the

contract immediately and without notice resulting in the immediate exclusion of the child.

Fees and extras

15. School Fees include the following: all normal curriculum expenses (including games); school lunches (which all children are expected to attend); workbooks; study guides; revision guides; planners; and hymn books but excludes the following which will be charged for as "Extras"; (the pupil is your agent for the purposes of such extras): exam fees; learning support centre fees; all school trips; all school outings off-site; school educational activities on-site [where the School pays 3rd party suppliers to host special events on the School premises]; school equipment [eg bags, calculators, pens etc.]; teas and breakfast clubs; after-school activities and clubs [charged to the School by 3rd party suppliers]; school-run coaches & minibuses. This is not intended to be an exhaustive list and the School reserves the right to charge for extras where changing circumstances dictate.

16. Payment of Fees and extras: save as the School may otherwise agree, Parents of all new pupils will be required to pay Fees and Extras by direct debit before the first day of term (the direct debit form is included in the registration pack of documents which must be completed as part of the admission process and received by the School no fewer than 28 days prior to the pupil's start date).

(i) When Fees are outstanding the School may exclude the pupil at any time upon 3 days written notice to You and if Fees remain unpaid the pupil will be deemed to have been withdrawn without notice 28 days after exclusion. When this occurs one term's Fees in lieu of Notice shall be payable in addition to the outstanding fees (see 21(c) below). Fees (and extras if appropriate) will not be refunded or waived for absence due to sickness or the variation of the School term date or for any other reason except at the total discretion of the Head.

(ii) Any other arrangement for the payment of Fees (by monthly instalments for example) are strictly subject to a separate agreement. Please contact the School fees Manager for further information by email on fees@daneshill.surrey.sch.uk.

17. Responsibility for payment: Fees and Extras are the joint and several responsibility of each person who has signed the Registration Form. An agreement with a third party to pay the Fees or Extras owed to the School does not release You from any liability under this document unless an express release has been given in writing by the School and signed by the Head. The School reserves the right to refuse any payment which is received from a third party including those received from company bank accounts.

18. Late payment: in the case of overdue payment of Fees, Extras or Fees in lieu of Notice (see below) the School shall be entitled to recover the consequent administrative and legal costs and will charge interest calculated on a daily basis up to the rate of 1.5 % per month.

19. The School shall publish fee rates annually. Invoices shall be sent to You prior to the beginning of each term. Any changes in the fee structure will be published at least one term in advance.

20. Anti-money laundering: From time to time the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport; You consent to the School making enquiries of You and/or any third parties in order to establish the source of payment.
Termination, cancellation and withdrawal.

21. Definitions

(a) "Term" means the period between and including the first and last days of each school term.

(b) "Notice" means (unless otherwise stated in this document) a Term's notice in writing (submitted before the first day of Term and expiring at the end of Term) given by You and sent to the Head's PA by email headpa@daneshill.surrey.sch.uk. No other form of notice will suffice.

(c) "Fees in lieu of Notice" means Fees in full for the Term of Notice at the rate that would have applied had the child attended and not limited to your contribution in the case of a scholarship, bursary or assisted place.

22. Cancellation rights: If the offer of a place and its acceptance are both made entirely at distance by means of post or electronic communication without either Parent meeting face to face with a member of the School staff during the contractual process, You may cancel this agreement at any time within 14 days of the date of confirmation of registration. In such circumstances the Acceptance Deposit will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement.

23. Cancellation of an accepted place before entry to the School: You will forfeit your Acceptance Deposit if a place is cancelled by providing more than a term's Notice and a Term's Fees, less the Acceptance Deposit will be payable by You as a debt if, for any reason, subject to clause 24 You cancel a place without providing a term's Notice. The Head may give special consideration to cases of serious illness or genuine hardship upon the receipt of a written request.

24. Cancelling a place offered in the Term before Entry: If the offer of a place is made in the Term immediately prior to the Term of Entry You may cancel their acceptance in writing at any time up to four weeks from the date registration is confirmed. If clause 22 applies the four week period shall start when the 14 day cancellation period expires. The Acceptance Deposit will then be retained by the School. If You give Notice of cancellation after this date or give no Notice of cancellation You will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt.

25. Withdrawal from the School: You must provide one Term's Notice before withdrawing a pupil from the School. If such Notice is not provided you will have to pay Fees in lieu of Notice and these may be invoiced at any time after the withdrawal. By way of example this means that if the pupil is to leave the School at the end of the Summer Term, then You must give Notice before the beginning of the Summer Term otherwise You will have to pay the Fees for the following Autumn Term even though the pupil is not attending the School.

26. Notice by the School: any notices given by the School should be sent via email to the Head's PA. The School may terminate this agreement on one Term's written notice sent by first class post and otherwise under clause 27 and 28 below. Unless clause 27 and 28 apply, the Acceptance Deposit will be returned, without interest less any outstanding balance of Fees, as long as a written request is received from the parent/guardian. Any unclaimed deposits will, after 6 months, be placed into a Vernon Educational Trust Ltd fund with restricted use for bursaries.

Removal and exclusion of the pupil

27. Removal at the request of the School: the Head may require You to remove the pupil from the School at any time, either temporarily or permanently, if the Head considers, after consultation with You, that removal is warranted. Removal will be considered if, in the Head's opinion, the conduct or progress of the pupil has been unsatisfactory or if the pupil seems unwilling or unable to profit from the educational opportunities offered or if You have treated the School or members of its staff unreasonably. In the event of such removal no Fees will be refunded and all outstanding Fees (and

Extras) will be payable in full. Fees in lieu of Notice will not be charged. A review procedure is available from the Head upon request. Please see clause 31.

28. Exclusion: the School may exclude a pupil at any time, either temporarily or permanently, if the Head is satisfied that the pupil's behaviour has been prejudicial to good order or school discipline or to the reputation of the School, whether such behaviour has occurred in or out of term time and on or off the School's premises. The Head will act fairly and in accordance with the procedures of natural justice and will only exclude the pupil in serious circumstances. The procedure relating to exclusion is available from the Head upon request. In the event of such exclusion no Fees will be refunded and all outstanding Fees (and Extras) will be payable in full. Fees in lieu of Notice will not be charged.

29. The Head's discretion: the exclusion (whether temporary or permanent), or removal of a pupil is at the sole discretion of the Head. Neither the School nor its staff shall be required in any circumstances to divulge to You or others any confidential information or the identities of pupils or others who have given information which have led to the exercise of such discretion.

30. Access: any pupil who has been withdrawn, excluded (whether temporarily or permanently), or removed from the School shall not enter the School's premises without the written permission of the Head.

31. Governors' Review: where a pupil has been permanently excluded or You have been required to remove the pupil from the School You may submit a written request to the Chairman of the governing body for a review of the Head's decision.

32. Liability: neither the School nor any of its staff shall be liable to the pupil or You for any indirect or consequential loss or damage, costs, expenses or other claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the pupil's exclusion or removal. This exclusion and limitation is not intended to limit rights of You or the pupil which may not lawfully be excluded.

General Conditions

33. Your absence: when both parents are absent from the pupil's home for a 24 hour period or longer, the School requires, in writing, 24 hour contact details of the adult to whom parental responsibility has been delegated in loco parentis.

34. Liability and Insurances: unless negligent the School does not accept responsibility for accidental injury or loss of property. The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of parents including insurance of the pupil's personal property whilst at school or on the way to or from school or at any school sponsored activity away from the School. The School is not your agent for any purpose related to insurance and parents are required to insure a pupil's property.

35. Concerns/Complaints: if you have serious concerns regarding matters of safety, care or quality of education You must inform the Head in writing without delay. The School will endeavour to preserve the confidentiality of information concerning You and the pupil. You consent on Your own behalf and on behalf of the pupil to the acquisition, retention, use and communication by the School of confidential information which the Head considers to be material to the safety and welfare of the pupil and others. You further consent to the School communicating with another school which You propose that the pupil should attend about any matter concerning the pupil or payment of Fees (and Extras).

36. Data Protection: You, the pupil and You on behalf of the pupil:

(a) Consent, pursuant to the Data Protection Act 1998, to the "processing" by The School of "personal data" for the purposes specified in the School's privacy statement which is available on request; and
(b) hereby grant explicit consent to the "processing" by the School of "sensitive personal data" as specified in the School's privacy statement (as such terms are defined by the Data Protection Act 1998).

(c) Photographs and videos: Photographs and videos of our pupils are held on the school database and may be printed in newsletters, displayed on our website pages and, on occasion, in outside publications. If there is any reason you do not wish Your child's photograph to be used please contact the Deputy Head.

37. Intellectual Property (IP): the School reserves all rights and interests in any IP rights arising as the result of the actions of the 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 IP rights by the pupil is subject to the terms of a licence to be agreed prior to the use between You, the pupil and the School. The School will allow the pupil's role in the creation/ development of IP rights to be acknowledged; IP rights will remain with the pupil but the School has a licence to use the work, in which the pupil holds the IP rights, for the School's purposes.

38. Information for parents: The School may correct any typographical or other errors or omissions in the Prospectus without any liability to You or the pupil. If You wish to place specific reliance on information in the Prospectus/ website/promotional literature or in statement made by staff or pupils during a visit or open day and You wish to take account of the information provided when deciding whether to enter into this agreement, You should seek written confirmation from the Head that the information is accurate prior to the pupil's Registration at the School.

39. Consumer rights: any word or words, either alone or in combination, in this document which are found to infringe consumer rights laws or any other provision of law shall be treated as severable and shall be replaced or expanded with words that give as near the original meaning as may be fair.

40. Nothing in this document affects Your statutory rights.

41. Interpretation: this document (and any other document referred to in this document) supersedes the Prospectus and any other literature relating to the School and will be construed as a whole. References to the masculine include the feminine and the neuter and the singular includes plural and vice versa as the context admits or requires. The headings are for convenience only and shall not affect their interpretation.

42. Third parties: in the event that parents decide not to remain together and become estranged the School has a right to exclude the rights of any third parties from bringing an action or claim against the School under these terms and conditions.

43. Jurisdiction: this document is governed exclusively by English Law and the courts of England shall have exclusive jurisdiction.

44. The School reserves the right to vary these terms and conditions if circumstances dictate.

May 2022

Danes Hill School is the business name of Vernon Educational Trust Ltd, a company limited by Guarantee

Registered in England No. 1194206 Registered Charity No. 269433

Registered Office: Danes Hill School, Leatherhead Road, Oxshott, Surrey KT22 0JG