



# WISBECH GRAMMAR SCHOOL

## Parent/School Contract Standard Terms and Conditions

Wisbech Grammar School including  
Magdalene House Preparatory School  
(together known as “the School”)  
North Brink, Wisbech, Cambridgeshire PE13 1JX

Edition:	2018 Edition
Approval date:	May 2018
Release date:	June 2018
Review date:	January 2019
Author:	School Solicitor
Reviewer:	Bursar and Headmaster
Approval body:	Governing Body
Key Amendments:	<ul style="list-style-type: none"><li>• Inclusion of Kindergarten within the School</li><li>• Change in correspondence address to Chapel Road.</li><li>• An update to the Section 11 Data Protection to reflect GDPR. This has necessitated the removal of section 12 relating to Biometrics which is now covered in the Privacy Notice for Parents and Pupils.</li></ul>



**1. THESE TERMS**

Within these terms, some parts are in bold or highlighted in a text box to make them stand out. If anything is unclear in these terms, please contact the Bursar to discuss.

**1.1. What these terms cover.**

These are the terms and conditions on which the School supplies educational services to you as a Parent. They cover such matters as admission and entry to the School, education and pastoral care, behaviour and discipline, fees and medical matters. They also include important provisions relating to periods of notice that must be given and general contractual matters.

**1.2. Why you should read them.**

Please read these terms carefully before you decide to accept the School's offer of a place to your child, as a legally binding contract will come into force between the Parents and the School. If any information relating to the School which is contained in these terms, the School's prospectus or its website is unclear or if you require further details on any matter in relation to the School, please contact the Registrar or Bursar to discuss this before you sign and return the Acceptance Form to the School.

**1.3. The School's ethos and aims.**

The ethos and aims of the School are as described in the School's prospectus and on its website.

**2. DEFINITIONS**

The definitions listed below are for certain words and phrases that are used, often frequently, in these terms. They are intended to provide certainty and consistency of meaning and to help Parents to read and understand these terms.

**“Acceptance Deposit”** means the sum set out in the current Schedule of Fees and the Acceptance Form. On acceptance of a place at the School, the Parent must pay the Acceptance Deposit to the School.

**“Acceptance Form”** means the form provided by the School for Parents to complete when accepting a place at the School.

**“Bursary”** is a means tested award or allowance which has been awarded to a Pupil. A Bursary is subject to the Pupil achieving high standards of attendance, progress and behaviour. The terms on which a Bursary is offered and accepted (Bursary Conditions of Award) will be notified to Parents at the time of offer of a place.

**“Cashless Payment”** means the online payment system through which Parents provide funds for use in the Refectory (breakfast, break, lunch, after school coffee shop) and can pay for Extras. This is currently managed through a system called ParentPay. The online payment system used may be changed from time to time.

**“Complaints Policy”** is the School's policy that sets out how it will respond to and resolve serious concerns and complaints about such matters as care, safety and quality of education. It will be amended from time to time, and a current copy of the Complaints Policy is available on request from the School and is also available on the School's website.

**“EYFS”** means the Early Years Foundation Stage, including both the Kindergarten and Reception, classes which are within Magdalene House.

**“Education Guardian”** shall mean a UK based adult who is appointed by the Parents of an overseas Pupil. **“Extras”** are amounts additional to Fees, approved by Parents or reasonably incurred by the Pupil or the School on behalf of the Pupil, and the cost of any loss of or damage to School property caused by the Pupil.

“Fees” means the fees payable to the School in respect of the Pupil at the rate set, from time to time, in the Schedule of Fees.

"First Form" means Year 7 and is in the Senior School.

"Fifth Form" means Year 11 and is in the Senior School.

“Force Majeure” shall mean any event outside your or our control (including, for the avoidance of doubt, strikes, other industrial disputes, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, snow, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

“Governors/Governing Body” means the Governors of the School who are appointed from time to time in accordance with the School’s constitution as an incorporated charitable trust and who are responsible for governance of the School.

“Headmaster” is the Headmaster of Wisbech Grammar School appointed to the position by the Governors, responsible for the care and proper discipline of pupils while they are attending the School, for the day-to-day management of the School and for the curriculum, including all other persons delegated to undertake such responsibilities and duties.

“Kindergarten” is a class within the EYFS offer, alongside the Reception class. The standard timing for accepting children into the Kindergarten is from the start of the Term following their third birthday. However, as children develop at different stages and ages we will meet each child to assess their ability to manage in the setting and participate in activities. An individual plan for each child will be agreed with Parents, and this may enable them to start a little early, for example at the start of the Term they turn three or defer their start for a further Term.

“Obligor” means a person who has accepted liability for the payment of Fees for a Pupil on behalf of a Parent and who has signed a Third Party Undertaking Form with the School to do so.

“Parent or Parents” means each person who has signed the Acceptance Form and has parental responsibility for the child.

“Parent/School Contract” or “Contract” is the agreement between the Parents of a child admitted to the School and the School constituted by: the School’s offer of a place, the Acceptance Form, the School Rules, the Schedule of Fees, and these terms and conditions.

"Permanent exclusion" means that the Pupil has been required to leave the School permanently in the circumstances described at clause 9.4.

"Prep Six" means Year 6 and is in Magdalene House.

“Pupil” means a child of whatever age admitted by the School to be educated (including any pupil aged 18 or over).

“Registration Fee” means the non-refundable fee that is payable upon a child’s registration at the School.

“Registration Form” means the form that must be completed in respect of a child, prior to the child being considered for entry to the School;

“Schedule of Fees” means the School’s list of fees, as amended from time to time, a copy of the current version of which is sent to Parents with the letter offering a place at the School and is also available on the School’s website.

“Scholarship” means an award or allowance which has been awarded to a Pupil. A Scholarship is subject to the Pupil achieving high standards of attendance, progress and behaviour. The terms on which a Scholarship is offered and accepted will be notified to Parents at the time of offer of a place.



“School” is Wisbech Grammar School governed by the Governing Body and, where the context admits, includes its premises. The School is a company limited by guarantee (company no. 4234021) and a registered charity (charity no. 1087799). Magdalene House Preparatory School is a trading name of the School. The School includes all of the following:

- “Magdalene House” means Kindergarten (EYFS) to Prep Six.
- “Senior School” means First Form to Upper Sixth Form.

“School Rules” means any rules and regulations of the School including those set out in the School’s policies (available from the School website) and Information for Pupils (set out in the School Calendar). The School Rules may be amended from time to time. Each Parent and Pupil should read the School Rules.

“Sixth Form” means Lower and Upper Sixth Forms (which correlates to Years 12 and 13).

“Term” is the period between the beginning and end of each School Term including the first day and the last day of the Term.

“Term’s Fees in Lieu of Notice” means Fees in full at the rate for the Term that would have applied had the Pupil attended and which would have been payable in respect of a Pupil not benefiting from a Bursary, Scholarship, exhibition or other award or allowance.

“Term's Extras in Lieu of Notice” means Extras in full for the Term that would have applied and been payable had the Pupil continued the activity.

“Term’s Written Notice” means notice given in writing by the Parents to the School before the first day of the Term preceding the Term to which the notice relates and expiring at the end of that Term (for example, to give notice to withdraw a Pupil before the start of the autumn Term, notice of withdrawal must be given prior to the first day of the summer Term). Such notice must be addressed to the Headmaster and either delivered by hand to the School or sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery. In each case proof of delivery of such notice shall require an acknowledgment of receipt by the School signed by either the Headmaster, Headmaster’s Secretary or Bursar.

“Withdrawal” means the Parents have withdrawn the Pupil from the School under clause 4.2 or they have withdrawn the Pupil at the request of the School in accordance with clause 9.7.

### 3. OFFER AND ADMISSION

Please read this section carefully as it sets out how we offer a place to your child and how you can accept this offer.

- 3.1. A child will be considered as a candidate for admission and entry to the School when the Registration Form has been completed and returned to us and the Registration Fee paid. Registration Fees are non-refundable. Payment of the Registration Fee does not guarantee an offer of a place.
- 3.2. Admission will be subject to the availability of a place and a child satisfying the admission and entrance examination/assessment requirements at the time.
- 3.3. The School will normally offer a place to a child by way of a letter to the Parents. The Headmaster is responsible for the selection of children to receive offers of places.
- 3.4. The offer may be open for acceptance for a limited time only. Failure to accept the offer within the specified time may result in the offer being withdrawn.



- 3.5. Parents accept the offer of a place at the School for their child by completing and submitting an Acceptance Form and by payment of the Acceptance Deposit as detailed in the offer.
- 3.6. The Acceptance Deposit is not refundable if the child does not take up a place at the School.
- 3.7. The Acceptance Deposit will form part of the general funds of the School until it is credited without interest to the final payment of Fees or other amounts due at the time the Pupil leaves the School.

#### 4. **CANCELLATION, WITHDRAWAL OR TERMINATION**

Please read this section carefully. It is important because it deals with the occasions on which you will need to provide the School with a minimum of a Term's Written Notice (the definition of which is set out above at clause 2) and the payments that you will be required to make to the School as a result of this. This will apply if you either decide that your child will not join the School or, at a later date, you decide to withdraw your child from School. It also includes examples of the type of events on which we are able to end your contract with the School and what payments you will be required to make as a result of this.

Please note that a Term's Written Notice will be required if a Pupil is to be withdrawn at the end of Kindergarten, Prep Six or at the end of Fifth Form as set out in clause 6.12.

- 4.1. If the Parents cancel acceptance of a place before the Pupil enters the School or the Pupil does not join the School after a place has been accepted and not cancelled, a Term's Fees in Lieu of Notice must be paid in full (which shall be a debt which is immediately due and payable by the Parents to the School), unless a Term's Written Notice is given in advance of the accepted date of entry to the School. Cases of serious illness or genuine hardship may receive special consideration on written request to the School's Bursar. The Acceptance Deposit will not be refunded in the case of cancellation with or without the required notice, but may be credited against a charge for Fees in Lieu of Notice. The Fees in Lieu of Notice will also be adjusted to take account of any Bursary or Scholarship awarded to the pupil.
- 4.2. A Term's Written Notice must be given before a Pupil is withdrawn from the School (save for where the School requires the withdrawal of a Pupil in accordance with clause 9.6) or a Term's Fees in Lieu of Notice will immediately become due and payable as a debt at the rate applicable to the Term in question. It is expected that a Parent or Education Guardian will consult with the Headmaster before notice of withdrawal is given. A formal notice of withdrawal must be in writing and signed by each of the Parents with Parental Responsibility for the Pupil.
- 4.3. A Term's Written Notice must be given to discontinue an activity charged as an Extra or a Term's Extras in Lieu of Notice will immediately become due and payable as a debt owed by the Parents to the School.
- 4.4. If Parents have materially breached their obligations under this Contract, and/or the School considers there is good cause, the School may terminate this Contract on one month's written notice following consultation with the Parents or on less notice in respect of an exclusion or required withdrawal under clause 9. The Acceptance Deposit will not be returned if you have breached your obligations under this Contract. The effect of exclusion and withdrawal on the Acceptance Deposit is dealt with in clauses 9.5 and 9.6 below. Any terms which expressly or impliedly have effect after such termination will continue to be enforceable notwithstanding termination.
- 4.5. For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this Contract:
  - 4.5.1. failure to pay Fees, Extras or supplemental charges on time;



- 4.5.2. actions by the Parents such as to give the Headmaster cause to require Parents to withdraw the Pupil from the School under clause 9 of this Contract;
  - 4.5.3. any other circumstance where the Pupil is excluded from the School in accordance with the terms of this Contract;
  - 4.5.4. a serious misrepresentation of facts or circumstances or withholding of information about the Parents and/or the Pupil or that is relevant to the provision of education by the School to the Pupil (such as misrepresenting at any point in time (whether by act, omission or the withholding of information on the part of the Parents) that the Parents and/or the Pupil is legally entitled to enter, reside and/or study in the United Kingdom when in fact the Pupil/Parents are not);
  - 4.5.5. failure or refusal to complete, submit or disclose to the School a medical questionnaire or information in respect of the Pupil (including, but not limited to information about a Pupil's dyslexia, dyspraxia or dyscalculia); and/or
  - 4.5.6. Parents in receipt of a Bursary have breached the confidentiality provisions which are set out in the School's Bursary Conditions of Award and which are notified to Parents at the time of offer of a place.
- 4.6. The School may at any time cancel this Contract forthwith by notice in writing (without prejudice to any of its other remedies) if the Parents are:
- 4.6.1. following the School's reasonable request, unable to demonstrate that they will be able to pay the Fees and supplemental charges as they fall due under this Contract;
  - 4.6.2. otherwise unable to pay their debts as they fall due;
  - 4.6.3. the subject of a bankruptcy petition or order; and/or
  - 4.6.4. enter into an individual voluntary arrangement.
- 4.7. Failure to provide accurate information to the School in respect of:
- 4.7.1. payment of fees to any other school in respect of the Pupil;
  - 4.7.2. any material change in the financial circumstances of the Parents in receipt of a Bursary from the School; or
  - 4.7.3. the circumstances surrounding the Pupil's departure from another school,
- will constitute a material breach of this Contract, entitling the School to terminate the Contract without any obligation to refund the Acceptance Deposit or any Fees or Extras paid.

## **5. ATTENDANCE AND GOOD BEHAVIOUR**

- 5.1. The Pupil is expected to take a full part in the activities of the School and is required to comply with the School Rules.
- 5.2. The Parents undertake to ensure that the Pupil conforms to the School Rules, including that they attend School regularly and punctually, work hard, participate fully in the School's activities, dress and behave appropriately.
- 5.3. The School must be informed in writing of the reason for any absence of the Pupil from School, to ensure compliance with the School Rules. Wherever possible the School's prior consent should be sought for absence from the School.
- 5.4. The Pupil is not permitted to bring dangerous or illegal objects or substances on to the School premises. If there are reasonable grounds for suspecting that a Pupil has been using illegal drugs or consuming alcohol, and to ensure compliance with the School Rules, the Headmaster may require the Pupil to submit to testing for drugs or alcohol in accordance with suitable procedures. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.



- 5.5. The School reserves the right, subject to applicable data protection legislation, to monitor the Pupil's digital activities (including digital/e-mail communications, internet use and use of social media) for the purpose of compliance with the School Rules. The School may also monitor the Pupil's digital activities where it is appropriate or necessary for it to do so in line with the School's legal duties, other responsibilities, legitimate interests or best practice requirements. The Headmaster may take disciplinary action against any Pupil found to have accessed unsuitable material in breach of the School Rules.
- 5.6. The School cannot be held responsible for a Pupil if they:
- 5.6.1. leave the School premises when they are not authorised to do so;
  - 5.6.2. are absent from the School in breach of School Rules; or
  - 5.6.3. are a Sixth Former and have left School during lunchtime.

## **6. CARE AND EDUCATION**

- 6.1. Parents accept that the School will be managed in accordance with the authorities delegated by the Governing Body to the Headmaster and that the Headmaster is entitled to exercise a wide discretion in relation to the School's policies and regime. Such discretion will be exercised reasonably, in a lawful manner and with procedural fairness.
- 6.2. The Headmaster reserves the right to determine, organise and deliver the curriculum, including such matters as class size, setting and streaming (which may change from time to time) in such manner as the Headmaster considers appropriate to the School as a whole.
- 6.3. The School will do all that is reasonable to safeguard the Pupil's welfare and provide pastoral care to the standard required by law. The School has a structured Anti-Bullying Policy, which is reviewed regularly. This is available online and on request from the School Office. Copies of our Safeguarding Policy is available online and may also be obtained from the School Office or Pupil Services Team.
- 6.4. The Headmaster will be in loco parentis (will take on some of the functions and responsibilities of the Parents) while the Pupil is at the School premises or on a School trip and will act so as to care for the Pupil's well-being and, together with the staff of the School, may act in ways that are apt and proper for the welfare and tuition of the pupils, especially the reassurance of a Pupil in difficulty, and to ensure appropriate conduct and security in the School generally. The Parents consent to reasonable, proportionate and appropriate physical contact between the staff of the School and the Pupil. Corporal punishment will never be used.
- 6.5. The School will take prompt remedial action, keeping the Parents informed, if the Headmaster has any cause to be concerned for the safety or personal welfare of the Pupil. The Parents should inform the School without delay if they are concerned as to a matter of safety, care or discipline or the progress of the Pupil.
- 6.6. The School will provide, pursuant to the curriculum, health and life skills education appropriate to the age of the Pupil unless written notice is received that the Pupil should not participate in that part of the curriculum.
- 6.7. The Pupil is required, during Term time to live with a Parent or legal guardian subject to the following:
- 6.7.1. If the Pupil will be residing during Term time under the care of someone other than a Parent, the Headmaster must be notified immediately in writing of the individual's name, address, contact details and relationship to the Pupil.
  - 6.7.2. If the Parents are resident outside the United Kingdom they must appoint an Education Guardian for the Pupil prior to the Pupil joining the School. The Education Guardian must reside in the United Kingdom and have been given legal authority to act on behalf of the



Parents in all respects and to whom the School can apply for authority when necessary. The responsibility for choosing an appropriate Education Guardian rests solely with the Parents. The Parents must notify the Headmaster in writing of the Education Guardian's name, address and contact details on appointment, and notify the Headmaster in writing immediately of any changes to these details.

- 6.7.3. The School cannot accept responsibility for the Pupil when he/she is in the care of the Parents or the Education Guardian.
- 6.8. Where both Parents, legal guardian or Education Guardian are absent overnight or for longer periods, the Headmaster must be notified in writing of the name, address and 24-hour contact number of a suitable person 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.
- 6.9. Unless the School is notified to the contrary, the Parents consent to the Pupil participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- 6.10. The School will monitor each Pupil's progress and produce regular written reports and, on request, particulars of the results of any public examinations. All such reports and any information provided by the School concerning examinations, further education, progress and references will be made with all due care and skill but otherwise without liability on the part of the School. The Headmaster may, after consulting with the Parents, decline to enter a Pupil for a public examination if, in the Headmaster's professional opinion, the Pupil is not ready or his/her prospects in other examinations would be damaged.
- 6.11. The Parents will notify the School if they are aware or believe that the Pupil has:
- 6.11.1. a medical condition, health problem or allergy; and/or
  - 6.11.2. a disability, special educational need, learning disability or any behavioural or emotional difficulty; and/or
  - 6.11.3. been assessed by a child psychologist (or similar); and/or
  - 6.11.4. been suspended, excluded or withdrawn from a previous school and the relevant causes thereof;
- and will provide to the School copies of reports and relevant information. The School will do all that is reasonable in the case of each Pupil to detect signs of learning difficulties, particularly at key stages, but the School does not undertake to diagnose dyslexia or other specific conditions. Parents will be notified promptly if it appears that the Pupil may need formal assessment or referral for expert medical diagnosis, which can be arranged, if required, either by the Parents or by the School at the Parents' expense. Parents may be asked to withdraw the Pupil if, after consultation and in the opinion of the Headmaster, the School cannot provide adequately for the Pupil's special educational needs. A Term's Fees in Lieu of Notice will not be charged.
- 6.12. The Pupil is expected to progress through the School and complete the Upper Sixth Form. The School shall not be obliged to permit a Pupil to enter into the next stage of the School unless satisfied that it is appropriate to do so having regard to his/her academic attainments, conduct and all other relevant circumstances. For the purposes of this clause the relevant stages of the School are:
- 6.12.1. entry into Reception. The Kindergarten Pupil will be assessed for their ability to manage in the Reception class setting and participate in activities;
  - 6.12.2. entry into the Senior School. The Pupil will be required to sit written examinations during Prep Six to assess the Pupil's academic standard of work;
  - 6.12.3. entry into the Sixth Form. This will be conditional on the Pupil attaining the relevant GCSE criteria at the time.



The Parents will be consulted during the Lent (Spring) term in Prep Six and Fifth Form if there is any reason why the Pupil may be refused a place at the next stage of the School. The Parents must give a Term's Written Notice (i.e. before the first day of the Trinity (Summer) Term in Prep Six or Fifth Form) if they do not wish the Pupil to proceed to the next stage of the School, or a Term's Fees in Lieu of Notice will be payable.

- 6.13. All copyright and other intellectual property rights in relation to work carried out by a Pupil in conjunction with any staff or other pupils at the School for purposes relating to the School shall be and remain the property of the School. Copyright in the Pupil's original work will belong to the Pupil and all such work (but not examination scripts) will be released to the Pupil when no longer required by the School for purposes of assessment, display and any other such use. The School will take reasonable care to protect the Pupil's work but cannot accept liability for loss or damage caused by factors outside the direct control of the Headmaster and the staff.

## 7. HEALTH

- 7.1. The Headmaster or Parents may request a health or development check of a Pupil at any time. A Pupil of sufficient age and maturity is entitled to insist on confidentiality which can nevertheless be overridden in the Pupil's own interests or where necessary for the protection of other pupils or staff of the School. Whenever appropriate, including prior to a Pupil joining the School, Parents may be asked to provide a written statement about the Pupil's health.
- 7.2. Either the Headmaster or the Parents, as appropriate, will inform the other immediately in writing if the Pupil has been in contact with or develops any infectious disease or infection, or has or develops any known medical condition, health problem, disability or allergy, or will be unable to participate in games or other School activities. The Headmaster, normally with the consent of the Parents, may seek a medical opinion as to the Pupil's general health at any time.
- 7.3. Parents consent to administration of first aid and, if requested by them, of necessary medication by appropriately qualified persons. If a Parent cannot be contacted in time, the School may also consent to a Pupil receiving emergency medical treatment, whether under the National Health Service or privately, from qualified personnel and by any appropriate means necessary for the Pupil's welfare (including anaesthetic, operation or blood transfusion in the United Kingdom, as recommended by a doctor).
- 7.4. Parents must comply with the School's quarantine regulations as varied from time to time. If the School so requires due to a health risk either presented by the Pupil to others or presented to the Pupil by others or by reason of a virus, pandemic, epidemic or other health risk, the Parents undertake to keep the Pupil at home and not permit him/her to return to the School until such time as the health risk has been averted. Where it is considered appropriate in such circumstances, the School will endeavour to continue providing education to the Pupil remotely during such period (including, for example, by sending the Pupil work assignments electronically or by post).

## 8. FEES AND EXTRAS

Please read this section carefully. It deals with your responsibility to pay the Fees and Extras (see Definitions listed at the start of these terms). It also sets out the School's right to increase fees during your child's time at the School.

- 8.1. Fees cover the School's normal curriculum (together with most books and stationery).
- 8.2. Extras will be charged either through the Cashless Payment System or through the termly fees account, for the following:
- 8.2.1. activities in which the Pupil may take part subject to the Parents' agreement, such as private music lessons, trips, visits and other extra-curricular activities;



- 8.2.2. cost of any loss (for example, loss of books) or damage (other than fair wear and tear) to School property caused by the Pupil. The School reserves the right to charge for such loss or damage at full replacement cost;
  - 8.2.3. additional charges incurred by the School in providing for the special educational needs of the Pupil that may be charged; and
  - 8.2.4. public examination fees.
- 8.3. Fees, Extras and any late payment charges under clause 8.7 below invoiced by the School through the Termly fees account are due and payable in full either by cheque, direct bank transfer (or any other means as accepted by the School) by the first day of each Term. Such invoices will be sent by the School either to the Parents or Obligor. Any sum tendered that is less than the sum due and payable may be accepted by the School on account only in the event that any item of the invoiced sum is queried. The balance of the invoiced sum which is not in dispute must be paid in accordance with this clause and in any event without further delay.
- 8.4. Each Parent and Obligor is jointly and severally responsible for payment of Fees, Extras and late payment charges. This means that each Parent and Obligor are individually and collectively under an obligation to pay the School all Fees, Extras and late payment charges.
- 8.4.1. In the event of non-payment of such Fees, Extras and charges the School can therefore seek payment of these Fees, Extras and charges from any one of such Parents or Obligors. Any agreement by the School to accept payment of Fees or other sums from any person other than the Parents does not release the Parents from liability if that person defaults (unless express written release has been given by the School's Bursar). The School reserves the right to refuse a payment from a person other than the Parents.
  - 8.4.2. A payment made in respect of one Pupil may be appropriated by the School to an unpaid account of another Pupil of the same Parents.
  - 8.4.3. The School reserves the right to refuse to allow a Pupil to attend the School or to withhold references while Fees, Extras and charges remain unpaid or there is a persistent failure to pay Fees and Extras on time.
- 8.5. Fees and Extras will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. One Term's notice of any increase will normally be given. If the School gives less than a Term's notice of a Fee increase, Parents who give written notice of withdrawal within 21 days after notice of such increase is received will not incur a Term's Fees in Lieu of Notice at the increased rate.
- 8.6. Fees and Extras are not refundable nor will they be waived for absence caused by:
- 8.6.1. illness, accident, quarantine; or
  - 8.6.2. study leave or if the Pupil is released home after completing examinations;
  - 8.6.3. shortening of a Term or extension of a vacation or for any other cause except at the discretion of the Headmaster.
- 8.7. A charge comprising interest (calculated at a rate of up to 2% per month or part thereof) and all reasonable associated administrative and legal costs will be made for late payment of all amounts unpaid at their due date. Cheques and other instruments delivered at any time after the first day of Term will be presented immediately and will not be considered as payment until cleared.
- 8.8. Concession to payment of all or part of the Fees and Extras by instalments or concession to a lesser charge than is stated under clause 8.7 above is subject to and on such terms as may be agreed in writing by the School's Bursar with the Parents. Such arrangements 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.



- 8.9. If a Pupil has been awarded a Scholarship, Bursary, exhibition or other award or allowance, the value of the award shall be deducted from the Fees. An award may be withdrawn in accordance with (or by reference to) the conditions upon which such award is made and/or if, in the opinion of the Headmaster, the Pupil's attendance, progress and/or behaviour no longer merit the continuation of the award. Where it appears likely to the Headmaster that, for academic reasons, an award may be withdrawn from the Pupil, Parents shall be notified in advance and in writing. Any such withdrawal of an award will not operate so as to increase the Fees due in respect of a Term which has already commenced. If there has been serious misconduct by the Pupil or if the Parent has provided inaccurate or misleading financial information to the School, the Parent shall, at the request of the School, be liable to repay up to three Term's benefits received under the award. If within 14 days following the withdrawal of an award a Pupil is withdrawn from the School, a Term's Fees in Lieu of Notice will not be payable.
- 8.10. At the Headmaster's discretion, a Pupil may be excluded from the School on three days' notice until all outstanding sums which are due and payable to the School by a Parent and/or Obligor have been paid in full. This means that the Pupil may not return to the School until all arrears of Fees have been paid. The Headmaster may consider that a Pupil has been withdrawn from the School without notice if full payment has not been received within four weeks from the date of exclusion, whereupon the standard terms for withdrawal without notice will apply in accordance with clauses 4.2 and 4.3.
- 8.11. In view of money laundering legislation, the School may require evidence satisfactory to it of the identity of any persons paying Fees. The School does not normally accept cash payments but may do so in exceptional circumstances up to a maximum of £100, solely at its discretion. Such payments should be made directly to the Accounts Office and a receipt will be issued. The School will not accept responsibility for cash payments handed in elsewhere in the School.

## 9. DISCIPLINARY PROCEDURES

Please read this section carefully. It covers the School's disciplinary procedures and the possible financial implications for Parents in the event of breach of these by your child.

- 9.1. Parents hereby confirm that they accept the authority of the Headmaster and staff on the Headmaster's behalf to take reasonable disciplinary or preventive action necessary to safeguard and promote the welfare of each Pupil and the School community as a whole.
- 9.2. The School's current behavioural and exclusion policies with content on rewards and sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time in order to reflect changes in the law and best practice.
- 9.3. Exclusion of a Pupil: The Headmaster may in his discretion permanently exclude or suspend a Pupil from the School if the Headmaster considers that the Pupil's attendance or behaviour (including outside School) has been prejudicial to good order or School discipline or to the reputation of the School or is seriously unsatisfactory.
- 9.4. The School's behavioural and exclusion policies (as amended from time to time) set out examples of offences likely to be punishable by suspension or permanent exclusion. These examples are not exhaustive and the Headmaster may decide that suspension or permanent exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the Pupil's record at the School may be taken into account.
- 9.5. There will be no refund or remission of Fees or Extras paid or due following exercise of the Headmaster's rights under clause 9.3. If the Pupil is permanently excluded:
- 9.5.1. all arrears of Fees and Extras and other sums due to the School will still be payable;
- 9.5.2. the Acceptance Deposit will not be returned; and



9.5.3. a Term's Fees in Lieu of Notice will not be payable.

9.6. Withdrawal of a Pupil at the request of the School: Parents may be required, during or at the end of a Term, to withdraw the Pupil (permanently or temporarily) from the School if, after consultation with the Pupil and/or the Parents, in the reasonable or professional opinion of the Headmaster:

9.6.1. Pupil's attendance or behaviour (including outside School) has been prejudicial to good order or School discipline or to the reputation of the School or is seriously unsatisfactory;

9.6.2. the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School; or

9.6.3. the behaviour of either Parent affects or is likely to affect adversely the Pupil's, or any other Pupil's, progress in the School or the well-being of the School's staff or bring the School into disrepute.

If the Pupil is permanently withdrawn in accordance with this clause, the Acceptance Deposit will be refunded in full without interest, but otherwise the terms regarding Fees and Extras will apply as for exclusion as per clause 9.5.

9.7. A complaint or rumour of misconduct will be investigated and a Pupil may be questioned or have his/her belongings searched if appropriate. All such investigations will be carried out fairly and with all reasonable care and so as to protect the Pupil's human rights and freedoms. Parents or an Education Guardian will be informed as soon as possible so that the Pupil may be supported by a Parent, Education Guardian, or teacher chosen by the Pupil.

9.8. Unless the Headmaster consents in writing, a Pupil who has been withdrawn, suspended or permanently excluded from the School is not entitled to enter the School.

9.9. Parents may ask for a Governor's Review of a decision to permanently exclude a Pupil or the School's request to withdraw the Pupil from the School (but not a decision to suspend a Pupil). The request must be made as soon as possible and in any event within seven days of the decision being notified, orally or in writing, to the Parents. 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 School and approved by the Parents (approval not to be unreasonably withheld).

9.10. The Head will advise Parents of the Governors' Review procedure (current at that time) under which such a review will be conducted by a panel of up to three Governors (including an independent member if requested). If Parents request a Governors' Review, the Pupil will be suspended from the School until the decision to permanently exclude or request to withdraw has been set aside or upheld.

## 10. CONFIDENTIALITY

10.1. Except as required by law, the School and its staff are not required to divulge to Parents or others information received in confidence and its sources, or which has led to a complaint or which has been acquired by the Headmaster during an investigation, and where the Headmaster decides this is in the best interest of the Pupil's welfare.

10.2. In any case of suspected child abuse the Headmaster may be obliged to disclose relevant information concerning the welfare of the Pupil to the appropriate authorities.

10.3. Information held concerning the academic performance and social well-being of a Pupil may be disclosed to the Parents or other appropriate authorities at the discretion of the Headmaster.

10.4. The School reserves the right to provide confidential references with respect to the Pupil without liability to the School. Any such reference will be confidential and all reasonable endeavours shall be used to ensure that all information supplied is accurate and any opinion given on the Pupil's ability, aptitude for certain courses and character is fair. However, the School cannot be



responsible for any loss that you or your child is alleged to have suffered as a result of opinions reasonably given, or statements of fact contained, in any reference or report given.

- 10.5. The School will use information relating to the Pupil (including photographs, digital and video recordings) whilst he or she is at the School, and after he or she has left, for the purposes of communicating and managing relationships with pupils and former pupils of the School and publicising the School and its activities. This includes use of such information by the School in/on the School's prospectus (in whatever format or medium), the School's website(s) and (where appropriate), the School's social media channels and the School's press releases. Parents who do not want the Pupil's photographs or image to appear in any of the School's promotional material must inform the School in writing and make sure that the Pupil is aware of this. The School assumes no responsibility in connection with any publication of photographs outside the School's direct control including (but without limitation) photographs taken by other parents, family or friends and/or the use made by them.

## **11. DATA PROTECTION**

- 11.1. The School will process personal data about the Parents and the Pupil in accordance with all applicable data protection legislation. Further details are provided in the School's Data Protection Policy and separate Privacy Notices available on the School's website or on request from the School Office or the Pupil Services Team.

## **12. SCHOOL TRIPS AND EXCURSIONS**

- 12.1. Particulars of the School's written policy to safeguard and promote health and safety on activities outside the School are available on request. The Pupil must comply with School discipline in all respects while on all School trips and excursions.
- 12.2. The Headmaster will ensure that all reasonable measures are taken to ensure the safety and well-being of the Pupil during travel from and return to School during, and while the Pupil is participating in, organised School trips and excursions for whatever purpose and duration.
- 12.3. The Parents consent to the Pupil taking part in School trips and excursions without further advice from the School when the activity is a part of the normal School curriculum and when departure from and return to the School occur on the same day and during normal School hours.
- 12.4. The Headmaster will ensure that the written consent of the Parents is sought before the Pupil is permitted to take part in any other School trip or excursion outside the definition of clause 12.3 above and/or where the trip will incur a charge.
- 12.5. The cost of certain School trips will be charged as an Extra and added to the bill or will be payable in advance. Parents will be asked for their prior consent to such Extras. All additional costs of special measures (for example, medical costs, taxis, air fares or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill.

## **13. COMPLAINTS POLICY**

- 13.1. The School's Complaints Policy is available on the website. A copy of the Complaints Policy and information on the number of complaints recorded in the preceding year is available to Parents on request from the School Office or Pupil Services Team.
- 13.2. The School welcomes suggestions and comments from Parents and takes seriously any complaints or concerns they may raise. Any formal complaint should be notified in writing to the Headmaster.



**14. FORCE MAJEURE (Events outside your or the School's control)**

- 14.1. In the event of a Force Majeure arising, which prevents or delays the School's performance of any of its obligations under this Contract, the School shall forthwith give the Parent notice in writing (for example, by email, letter, text message, automated messaging system or as a bulletin on the School's website) specifying the nature and extent of the circumstances giving rise to the Force Majeure. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the Force Majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure while it continues. The School shall use its best endeavours during the continuance of the Force Majeure and/or its results to provide educational services (including, where possible, by providing appropriate educational services remotely).
- 14.2. If the School is wholly unable to perform its obligations under this Contract, for one of the reasons listed in the School's insured risks under its insurance policy, for a continuous period of more than fourteen (14) consecutive days, the Parents shall not be liable to pay the Fees for the period of the Term affected, pro-rated proportionately. If the Fees for the period of the Term affected:
- 14.2.1. have already been paid, then Parents shall be entitled to be reimbursed such proportion of the Fees; or
- 14.2.2. have not been paid because the period of the Term affected includes the first day of the Term (and Fees only became due on the first day of the Term) then Parents shall not be liable to pay such proportion of the Fees.
- 14.2.3. If clause 14.2.2 above applies, then the balance of the Fees for the Term affected shall be due and owing on the date when the School resumes performance of its obligations under this Contract.
- 14.3. If the School is prevented from performing all of its obligations as a result of Force Majeure for a continuous period greater than six (6) months, the School shall notify the Parents of the steps it plans to take to ensure performance of the Contract after such period. Following receipt of such notice from the School, Parents will be entitled to cancel this Contract on written notice to the School and without giving a Term's Written Notice or paying a Term's Fees in Lieu of Notice.

**15. OTHER IMPORTANT TERMS**

Please read this section carefully, particularly clauses 16.1 to 16.4 inclusive, which contain important information on the legal responsibilities of those persons who have signed the Parent/School Contract and also details how the School treats communications to and from such persons.

- 15.1. Parents are legally responsible, individually and jointly, for complying with their obligations under the Parent/School Contract.
- 15.2. The School will be entitled (unless there is a court order or written notification stating otherwise) to treat any communication from a Parent as having been given on behalf of each Parent. Unless other arrangements are agreed, the School will be entitled to treat any communication from the School to a Parent as having been made to each Parent.
- 15.3. Where Parents live at separate addresses (or are separated or divorced), reports and other information will be sent to the Parent with whom the Pupil normally resides. Duplicate reports will be sent to the other Parent on written request.
- 15.4. Those having parental responsibility (i.e. legal responsibility for the Pupil) will, unless a court order has been made to the contrary or there are other reasons which justify withholding information to safeguard the interests, welfare and best interest of the Pupil, be entitled to relevant information regarding the Pupil. The Headmaster must be notified in writing immediately of any court order in relation to the Pupil or of any significant change in home circumstances.



- 15.5. Either Parent may be excluded from the School premises if the Headmaster considers such exclusion to be in the best interests of the Pupil or the School.
- 15.6. The Headmaster should be informed of any matters that are relevant to the Pupil's security and safety, such as court orders or situations of risk or special safety precautions that might be needed.
- 15.7. The Pupil is responsible for the security and safe use of all his/her personal property and property lent to them by the School.
- 15.8. The School will assume liability for any accident, injury or damage or loss of property only if the School has been negligent or guilty of some other wrongdoing. The School will maintain liability insurance as required by law. All other insurances are the responsibility of the Parents who must make their own arrangements to cover the Pupil's person or property while at School or on the way 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.
- 15.9. The School may from time to time experience change during the period that the Pupil is a pupil at the School. Fees will be reviewed each year in accordance with clause 8.5. The School, in its discretion and with such notice as it deems appropriate and for the benefit of the School as a whole, may, for example, vary these and any other of its terms and conditions. It may also alter or change the way the School is managed, the location of the School or part of it, its facilities, term dates, School Rules, school day and the School's curriculum. Furthermore, for the purposes of reconstruction or amalgamation the School reserves the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of the Parent/School Contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Whenever practicable, Parents will be consulted about changes proposed and given a Term's notice of a change of policy that would have a significant effect on the Pupil's education or pastoral care.
- 15.10. The School reserves the right to amend the Contract from time to time for legal, safety or other substantive business reasons or in order to assist in the proper delivery of education at the School. Wherever possible, Parents will be notified in writing of any such amendments at least one Term in advance of the date such amended terms will become effective. The amended Contract will be available in the Parent Portal.
- 15.11. The School Rules may be amended from time to time. Each Parent and Pupil should read the School Rules before accepting the offer of a place at the School.
- 15.12. Any relaxation or forbearance by the School in pursuing its rights under these terms and conditions will not mean that the School has given up any of its legal rights in relation to those rights or any others. If any word(s), alone or in combination, infringe any 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.
- 15.13. These terms and conditions supersede those previously in force. The headings are for ease of reference only and do not affect the interpretation of these terms and conditions.
- 15.14. The address for purposes of communication with the School is Wisbech Grammar School or Magdalene House Preparatory School (whichever is appropriate) of Chapel Road, Wisbech, Cambridgeshire PE13 1RH.
- 15.15. Only the School and the Parents (and, in relation to financial obligations, any Obligor) are parties to this Parent/School Contract. All requests and authorisations given by either Parent are deemed to be made on behalf of the Pupil and the other Parent and vice versa.
- 15.16. The Parent/School Contract is made in accordance with and governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English courts.