

Sands School
Greylands, 48 East Street, Ashburton, Devon, TQ13 7AX.
Telephone: 01364 653666

STANDARD TERMS AND CONDITIONS

1. The School

- a) **The School** is Sands School Limited acting by its board of Directors as now or in the future constituted. The general control and management of the charity is the responsibility of the Directors. It is assumed that a pupil will, subject to the conduct and academic ability, progress through the School.
- b) **The Administrator** (also known as the Head) is the person appointed by the School to be responsible for the pupil and includes those to whom any of the duties of the Administrator or the School have been responsibly delegated.
- c) **The School Meeting** means the democratic assembly of staff and pupils acting collectively with respect to the policies, rules and regulations and general conduct of the School.
- d) **The Parent/s** are those who have parental responsibility for the pupil and those referred to at clause **4 c)** of these terms and 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.
- e) **Our Aims:** The aims of the School are described in the Prospectus. We are committed to high standards of teaching and care, but lessons are not compulsory. The School aims to provide a wide variety of academic and non-academic opportunity. Pupils learn to exercise responsibility in their own choices of activity, and in their participation in the government of the School.
- f) **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 and conditions, to the size and location of the school, to its premises and facilities, to the academic and games 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 the school terms and the school day 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 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.

- g) **The Standard Terms and Conditions** We believe that these standard terms and conditions reflect the customs and practice of independent schools for many generations. The rules about change and about 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 Bursar personally. The *Fees List*, as varied from time to time, is part of these Terms and Conditions. Nothing in these Terms and Conditions affects the statutory rights of parents.

2. Care and Good Discipline

- a) **Parents Authority:** the parents authorise the Administrator while in *loco parentis* or acting on behalf of a pupil who has reached the age of 16, and where possible in consultation with the pupil, to take and/or authorise in good faith all decisions that safeguard and promote the pupil's welfare. Parents give consent to such physical contact as may be lawful, appropriate and proper for teaching and for providing comfort to a pupil in distress or to maintain safety and good order or in connection with the pupil's health. The Administrator may also consent on behalf of the parents to the pupil receiving emergency medical treatment including blood transfusions within the United Kingdom, 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) **Attendance :** when a pupil has been absent, the parents must tell the Administrator why.
- c) **The Pupil's Health:** parent's must inform the Administrator in writing if the pupil has or develops any know medical condition, health problem or allergy which may need special attention or if the pupil 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 Administrator, under the instructions of the School Meeting, 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 Administrator, under the instructions of the School Meeting, 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 Administrator is not responsible, unless negligent, for a pupil who is absent from the School in breach of school discipline.

3. Admission and Entry to the School

- a) **Registration:** Pupils will be considered as candidates for the admission and entry to the School when the Acceptance Form has been completed and returned to us and the non-returnable registration fee paid. Admission and entry will be subject to the availability of a place and the pupil satisfying the admission requirements at the time. The School operates an equal opportunities policy.
- b) **Offer of a Place and Deposit/s:** If, in due course, a place is offered, the deposit/s are set out in the *Fees List* as varied from time to time. The Acceptance 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.

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 or waived for an absence through sickness; or 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 Administrator.
- c) **Responsibility for payment:** Fees are the joint and several responsibility of each person who has signed the Acceptance Form or who has parental responsibility for the pupil or has paid any fees or has returned that pupil to the School or given instructions in relation to the pupil. The School may withhold any information or property while fees remain 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 and conditions unless an express release has been given in writing signed by the Bursar. The School reserves the right to refuse a payment from a third party. 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 1.5% per month, from the first day of each term, and are unpaid by the due date. It is agreed that 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 presented immediately and will not be considered as payment until cleared. Any sum tendered that is less than the sum due and 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) **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 and conditions) a term's written notice **addressed to and actually received by the Administrator. No other notice will suffice. Notices must be hand delivered or sent by recorded 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 and accepted in writing by the Administrator.

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 bursary (except in the absolute discretion of the Administrator, in consultation with the School Meeting).

- b) **Cancelling Acceptance:** A full term's fees (less deposit/s held) will be 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 has been 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.

c) **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 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.

d) **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 payable in lieu as a debt.

e) **Notice by the School:** The School may terminate this agreement on 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 School Meeting is of the opinion that the conduct or progress of the pupil has been unsatisfactory or if the pupil, in the judgement of the School Meeting, 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 Acceptance 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 School Meeting is reasonably satisfied that the pupil's conduct (whether on or off school premises or in or out of term time) has been prejudicial to good order or school discipline or to the reputation of the School. The School Meeting will act fairly and in accordance with the procedures 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 Acceptance Deposit will not be returned/credited; but fees in lieu of notice will not be charged.

c) **Confidentiality of School Meeting:** In no circumstances shall any member of the School Meeting be required to divulge to parent/s or others any confidential information or the identities of pupils or others who have given information which has led to suspension, the requirement to remove or expulsion or which the School Meeting has acquired during an investigation.