

# RIDDLESWORTH HALL

A CIEG SCHOOL

## Terms and Conditions

### What these terms cover.

These are the terms and conditions on which we provide educational services.

**1. Definitions** (a) *Meanings of some words and phrases we use in these terms and conditions.* In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined.

**"Registration form"** means the form provided by the School for parents to complete when registering a place for their child at the School;

**"Acceptance Form"** means the form provided by the School for parents to complete when accepting a place for their child at the School;

**"Registration fee"** means the amount set out and referred to as the registration fee in the Acceptance Form;

**"Deposit"** means the amount set out and referred to as the Deposit in the Acceptance Form;

**"Fees"** means the termly fees set out in the Schedule of Fees & Charges;

**"Head"** means the person appointed by the School from time to time to be responsible for the day-to-day running of the School, including anyone to whom such duties have been delegated.

**"Schedule of Fees & Charges"** means the published note of the School's prevailing fees and charges.

**"A term's notice"** means **written** notice given not later than the first day of the term preceding the term to which the notice relates.

**"We"** or the **"School"** means the legal entity carrying on as the School as identified trading as Riddlesworth Hall School, Hall Lane, Diss, IP22 2TA; and

**"you"** or the **"parents"** means each person (s) who has signed the Acceptance Form as a parent of the child, or a person who with the School's express written consent replaces a person who has signed the Acceptance Form.

(b) *Who we are.* **We are Riddlesworth Hall School which is part of the CIEG Group.**

(c) *Our contract with you.* The **Acceptance Form**, the **Registration Form**, the **Schedule of Fees & Charges**, the **School Rules** and these **terms and conditions** form the terms of an agreement (the **"contract"**) between you and the School.

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## 2. Acceptance and Registration Fee/Deposit.

(a) *How you accept our offer of a place. An offer of a place for your child at the School is accepted by submitting the completed Acceptance Form and paying the Registration fee and Deposit.*

(b) *The non-refundable status of the Registration fee - The registration fee is non-refundable.*

(c) *The Deposit - The deposit is refundable when your child leaves the school providing that sufficient notice is given and no monies are outstanding.*

## 3. Withdrawing your Acceptance of a Place before your child joins the School.

If you wish to withdraw your acceptance of a place AFTER submitting the Acceptance Form and paying the Registration fee and Deposit but BEFORE your child starts at the School you must give us written notice before the first day of the term immediately preceding the term in which your child was due to start.

(a) *If we receive that period of notice. If you provide that period of notice, you will lose the Registration Fee and Deposit but no further fees will be payable.*

(b) *If we do not receive that period of notice. If you do not provide us with sufficient notice a term's fees shall be payable by you. The term's fees shall be charged at the rate applicable for the term preceding the term when your child was due to start. The School shall credit the Deposit Fee but not the Registration fee you have paid to the payment you will owe us.*

## 4. School Fees, Supplemental Charges and Payment

(a) *What the fees include.* All the costs incurred in the usual course of the education by the School of your child, including the provision of lunch and any necessary educational materials shall be met by the fees unless otherwise notified to you.

(b) *What the fees do not include: supplemental charges.* We refer to any items charged to you that are supplemental to the fees as **supplemental charges** this includes but is not limited to private music tuition and trips.

(c) (i) *Who is responsible for ensuring payment. Each of you who has signed the Acceptance Form is liable for all of the fees and supplemental charges due are to the School. This is because our contract applies to both of you together and each of you on your own.*

(ii) *How can one person remove him/herself from their payment responsibility?* A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice provided that the other party and school agree.

(iii) *How scholarship and other fee remissions are treated.* If your child has been awarded a scholarship, your responsibility will be to pay for the amount of fees due after taking account of that award.

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**An award may be withdrawn in accordance if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award.**

(iii) *Military Discount*. In the event that neither parent is still a **regular** serving member of the Armed Forces any military discount will be withdrawn at the end of the current term.

(iv) *Sibling Discount*. Sibling discount is offered whilst two or more children are registered at the school.

(d) *How the fees are charged and payment requirements*. **Each term's fees are charged separately and the fees payable are due for payment by you on the first day of that term.**

(e) *Payment of supplemental charges*. **All supplemental charges will be charged separately from the fees and itemised on a separate invoice on a termly basis.**

(f) (i) *Non-payment of fees or supplementary charges*: **We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time. We reserve the right to refuse to allow your child to participate in the relevant extra-curricular activity until the fee is paid.**

(iii) *We will charge a penalty if you pay late*. Late payments will be charged at £50.00 per month, per child.

(iv) *We can recover our costs for recovering late or non-payments*. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you.

**You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees and charges.**

(g) *Our ability to increase the fees*. **We can review our fees during the course of your child's education and may increase them. The exception to this is where parents are entitled to our Foundation Award which was in place until September 2019. Notice of any increase in the fees will be given in April and become effective from the following autumn term.**

(h) *Fees and supplemental charges will not be reduced due to your child's absence*. There is no remission of fees or supplementary charges for any absence.

## 5. Notice Requirements

*Notice to withdraw your child from the School*. **If you wish to withdraw your child from the School you shall either give a terms notice or shall pay to the School a term's fees in lieu of notice.**

(b) *Notice to withdraw your child from participating in an activity covered by a supplemental charge*. If you wish to withdraw your child from any activity charged for as supplemental or billed directly by a third party you shall either give a term's notice or pay to the School or instructor a terms charge for the activity.

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(c) *Withdrawal part-way through a term does not reduce the amount you owe to the School. It is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund by withdrawing your child part-way through a term.*

**6. School Rules & Policies** (a) *The School Rules & School Policies.* The School is run in accordance with the School Rules and the School Policies.

## **7. Suspension, Exclusion and Required Removal**

(a) The Head may in his or her discretion suspend or, in serious or persistent cases, expel your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.

(b) *The Head's discretion to require you to remove your child from the School.*

The Head may in his or her discretion require you to remove your child from the School if the Head considers that:

(i) your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; (ii) your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children.

(c) *What happens if your child is suspended, excluded or removed from the School?*

(i) You will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the Registration fee and Deposit will be forfeited meaning that the School will retain the all fees.

(ii) If your child is expelled or you are required to remove your child from the School fees in lieu of notice will **not** be payable, however fees for the current term plus and supplemental charges incurred during that term must be paid.

## **8. The School's Obligations**

(a) *The period of your child's schooling.* The School will accept your child as a pupil of the School from the time of joining the School until the end of the educational provision that the School provides. However, the School shall not be obliged to permit your child to move up from the Pre-prep to the Preparatory school unless satisfied that it is appropriate to do so having regard to his/ her academic attainments and all other relevant circumstances.

(b) *The scope of our duty to exercise reasonable skill and care for your child's education and welfare.* While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. **We do not accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity.**

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(c) *What happens if your child needs urgent medical attention?* If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. **However, if it is not practicable to contact you we will make the decision on your behalf.**

(d) *Our right to make changes at the School.* From time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child, including by providing such education remotely.

(e) *Monitoring your child's progress at the School.* We shall monitor your child's progress at the School and produce regular written reports. **We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other conditions.** A formal assessment can be arranged either by you or by the School at your expense.

**9. The Parents' Obligations** In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and School staff need your co-operation, including in particular by you fulfilling your own obligations under this contract.

(a) *You must notify us of your child's health/medical conditions or special educational needs.*

(b) *Circumstances where we may require you to keep your child away from School.* If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to make arrangements to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances we will try to continue providing education to your child remotely during such period.

(c) *You must notify us of any special arrangements needed for your child.* You must inform the School of any situations where special arrangements may be needed in relation to your child, including in relation to their education or welfare.

(d) *You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them.*

(e) *We require you to nominate a 'responsible adult' for us to contact in your absence.*

(f) *We are entitled to expect that parents have consulted with each other regarding decisions relating to your child.* You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that,

(g) Any instruction, authority, request or prohibition received from one of you as having been given on behalf of both

Of you; and (ii) any communication from the School to one of you as having been given to both of you.

(h) *We require that a notice of withdrawal of a place at the School has to be signed by both parents.* **We require that a notice of withdrawal of your child served under this contract be signed by each**

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**of you (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).**

(i) *You must notify us of your child's absence from School.* The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School. Holiday request forms are available online and from the school office.

(j) *Raising concerns with the School and making formal complaints.* If you have cause for concern you must inform the School. Complaints should be made in accordance with the Complaints Procedure.

## **10. Insurance**

Your child is included in a mandatory personal accident insurance scheme, the charge for this is included in the fees.

## **11. How we may use Personal Information: References, Confidentiality and Data Protection**

(a) *We may provide a reference for your child.* We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate. We cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

(b) You agree the school may obtain, process and hold personal information about you which may include financial information provided by any licensed credit reference agency or information about your child in any court orders, petitions or proceedings. You agree that the School may also obtain, process and hold personal information about your child which may include sensitive information such as medical details.

(c) You must confirm when requested any information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and inform the School of any change to you or your child's circumstances.

(d) *As a Tier 4 sponsor we need your consent to us providing certain information to UKVI.* In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system for immigration purposes, you consent to us notifying and/or supplying information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the *United Kingdom Visas and Immigration* (UKVI) unit of the Home Office (and to do so whether we actually sponsor your child or not).

(e) *We will send information (e.g., school reports) about your child to both parents as a matter of course.* The School shall disclose information as a matter of routine to such persons named on the Acceptance Form UNLESS the School is restricted from doing so by a court order or by any other legal requirement or obligation.

## 12. Intellectual Property Rights

*Recognising these rights.* We shall recognise any intellectual property rights created, generated or owned by or vested in your child. Likewise the School reserves its rights in any intellectual property arising as a result of the actions or work of your child in conjunction with any member of the School's staff.

## 13. Changes in Ownership, etc.

*The circumstances in which we may transfer this contract to someone else.* For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation.

## 14. Cancellation of this Contract

(a) *Our rights to end the contract.* The School may end this contract at any time by notice in writing to you, without any obligation to return any fees, if you do not adhere to the terms set out.

(b) *Your rights to end the contract.* You may end this contract at any time by notice in writing to the School if:

(i) You have a legal right to end the contract where we have significantly breached our obligations under this contract; (ii) you give sufficient notice and payment or (iii) the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

(c) *When this contract will end if not terminated early.* For the avoidance of doubt, this contract shall end at the end of your child's schooling.

## 15. Events outside of our, or your, control.

(a) *What we mean by an "event outside of our/your control".* We mean any event beyond either your or our reasonable control including, 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, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to these as an "**event**".

(b) *What happens if we are affected by an event outside of our control?* If an event beyond our control arises which prevents or delays the School's performing any of its obligations under this contract, the School shall give you notice in writing. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try to continue to provide educational services (including by providing appropriate educational services remotely). Fees will still be due in this case.

(c) *Events lasting more than 6 months.* If the School is prevented from performing all of its obligations as a result of an event for a continuous period of more than six months, the School shall notify you of

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the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.

(d) *What happens if your child is affected by an event outside of **your** control?* If your child is unable to attend (or is likely not to be able to attend) the School due to reasons caused by an event outside your control you shall give the School notice in writing of such circumstances. You shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract; and resume the performance of the obligations as soon as reasonably possible. If the event continues to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months you shall discuss with the School a solution and, following such discussions, you shall be entitled to cancel the contract on written notice to the School without giving a term's notice or paying a term's fees in lieu of notice.

**16. Communications between you and the School** (a) *Notices must be in writing.* Communications will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records.

(b) *How to provide notice to the School.* Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Head.

## **17. The Law that applies to this contract and where legal proceedings may be brought**

The contract between you and the School is governed by English Law. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

## **18. Changes to these Terms and conditions**

We reserve the right to amendment.