

# CLAIRES COURT SCHOOLS LTD

## STANDARD TERMS AND CONDITIONS

### 1. Definitions

These Standard Terms and Conditions supersede any which are printed in the Prospectus and elsewhere and unless the context otherwise requires :-

- (a) **"parents"** means any one or more of the persons referred to in Clause 4 (c) below jointly and severally.
- (b) **"School"** means Claires Court School and/or Ridgeway, its associated Junior School and/or Maidenhead College as now or in the future constituted and/or the Head.
- (c) **"Head"** means the Head of Claires Court School and/or Ridgeway and/or Maidenhead College and includes those to whom any of the duties or functions of the Head have been delegated.
- (d) **"pupil"** means the pupil named in the Acceptance Form.
- (e) **"term"** means each of the three terms in the School Year, Autumn, Lent and Summer. The duration of a term and the time when it starts and ends are in the discretion of the Head and will be notified from time to time. The School Year is deemed to start on 1st September.
- (f) **"fees"** means School Fees at the rate which is set from time to time and current at the start of each term together with any extras. Fees include any deposit paid and any scholarship or bursary and any ex gratia award or allowance which has become repayable.
- (g) **"extras"** means items authorized by parents or reasonably incurred by a pupil or by the School on behalf of a pupil and normally charged as extras; for these purposes a pupil is the agent of the parents.
- (h) **"information sheet"** means the written information (excluding the Prospectus) which the School sends out to parents from time to time and which forms part of the terms and conditions.

### 2. Entry to the School

- (a) **Formal Agreement** - The offer of a place and the parents' acceptance are or will normally be set out in a letter of offer from the School and the prescribed Acceptance Form signed by the parents which together constitute a formal agreement. The agreement is made on the basis of these terms and conditions which may be varied from time to time as circumstances require. The parents consider it to be both necessary and of benefit for the pupil to attend the School. Unless the agreement is terminated in accordance with these terms and conditions it is assumed that the pupil will remain in the School until the end of the School Year in which the eighteenth birthday of the pupil occurs.
- (b) **Conditions of Entry** - Before entering the School a pupil must satisfy the entry requirements of the School including the School's Medical Information Form duly completed. Entry to the School is in the discretion of the Head and would be refused, for example, in the event of an unsatisfactory report.
- (c) **School Rules and Discipline** - The parents and the pupil will comply with all rules, regulations and customs in relation to the organisation, management and discipline of the School as may be published from time to time. The Head is responsible for the care and good discipline of the pupils and for all matters affecting the day to day running of the School including exclusion, suspension or expulsion of a pupil. The School is not responsible for any pupil between the end of one term and the beginning of the next or at half term, except in the case of trips, exchange visits or other activities authorised by the Head and supervised by members of the School teaching staff. The parents and pupil will accept the authority of the Head at all times. Corporal punishment is not used at the School.
- (d) **Termination by the School** - The School may terminate this agreement without notice or on short notice under Clause 6 below and otherwise on one term's written notice.

### 3. Registration Fee and Deposits

- (a) **On Registration** - A non-returnable Registration Fee is payable when the Application Form is sent to the School. Its acceptance records that the name of a pupil is on the Entry List but does not constitute an offer of a place at the School.
- (b) **The Acceptance Deposit** - A deposit is payable when the parents return the Acceptance Form to the School. The Acceptance Deposit will be repaid (or credited to any outstanding account, liability or charge) on leaving or if the pupil does not satisfy the entry requirements of the School or is otherwise refused entry to the School; except that it would not be repaid or credited in the event of expulsion or the pupil failing to take up the place (with or without a term's notice) or in the case of absence through sickness or any other cause.

- (c) **Additional Deposit** - The School may require parents, one of whom resides or has moved outside England and Wales to increase the Acceptance Deposit to a sum not exceeding one term's fees at the rate then applicable to the pupil and/or in addition, to provide a Bond for £5,000 given by an English clearing bank acceptable to the School. This additional deposit would be credited against fees for the final term (and any Bond released) to the extent that there are no outstanding accounts, liabilities or charges.
- (d) **Application of Deposits** - Interest will not accrue on any deposit. Until the pupil leaves, the School has the right to apply deposits to all proper purposes of the School and/or to any unpaid account of pupils within the same immediate family.

#### 4. Fees and Extras

- (a) **When Payable** - Whether or not the School holds a deposit fees are due and (unless there is an instalment arrangement in operation) payable on or before the first day of term. Time is of the essence. A pupil whose account has not been paid in full before the start of a term (or whose fees are in arrear under an instalment arrangement) may then or later be excluded from the School until full payment has been made. Extras and damage may be invoiced as they arise. Parents may not exercise any claim or right of set-off against fees which become due or against deposits held.
- (b) **Review of Fees** - Fees are normally reviewed once per year. Any increase in fees will usually be upon three months notice but the right is reserved to increase fees at any time without notice and without any other of the terms and conditions being affected.
- (c) **By Whom Payable** - The liability to pay fees is the joint and several liability of each person who has signed the Acceptance Form as father, mother, step-parent, guardian or pupil; and/or any person who has from time to time paid or guaranteed payment of fees in respect of the pupil whether as principal, agent or trustee; and/or every person having legal or de facto responsibility for the pupil who has acquiesced (other than solely as supervising adult) in returning the pupil to the School.
- (d) **Instalment Arrangements** - If the School should agree to accept payment of part or all of the fees by instalments (including standing order or direct debit) the same shall be regarded as an arrangement only which may be cancelled by the School on 30 days written notice and thereupon any amount of fees which (but for the instalment arrangement) would have been due shall become due and payable forthwith as a debt and the remainder of these terms and conditions shall apply accordingly.
- (e) **Scholarships and Bursaries** - Any scholarship and bursary and ex gratia award or allowance which has been made may be withdrawn if in the opinion of the Head its aims and objectives are not being met. The right is reserved to require payment in full of all benefits received under a scholarship or bursary and all allowances in the event of the pupil being withdrawn with or without notice or removed from the School.
- (f) **Refund and Appropriation of Fees** - Fees including pre-paid consumables (whether or not consumed) will not be remitted for absence through sickness or any other cause. In particular, no claim shall arise for remission of fees, if for any reason, a term is shortened or a vacation extended or if, following examinations, the pupil is permitted or required to return home before the normal end of the term. The School reserves the right of appropriation of all payments made on behalf of pupils belonging to the same immediate family.
- (g) **Lien** The School has the right to exercise a lien over any property of the pupil at School premises at any time when there are unpaid fees. The School will be entitled to dispose of or sell such property privately or by auction after 21 days from the date when the School posts to any one parent by Recorded Delivery at the last known address a Notice of Intention to Sell.

#### 5. Events requiring Notice in Writing

Parents must give notice in writing in the circumstances and in the manner described below and time is of the essence:

- (a) **Cancelling Acceptance** - The Acceptance Deposit will not be returned if the place is not taken up.
- (b) **Withdrawal of the Pupil** - Parents must give a term's written notice before withdrawing the pupil from the School or a term's fees will be payable in lieu. A pupil will be deemed to have been withdrawn without notice if any fees remain unpaid three calendar months after exclusion and a term's fees in lieu of notice will be due and payable forthwith.
- (c) **Discontinuing an Extra** - A term's written notice is required or payment in lieu if the pupil discontinues any course of tuition which has been or is normally charged as an extra.

- (d) **Scholarships and Bursaries** - Fees in lieu of notice in the case of a Scholarship or Bursary will not be limited to the parental contribution but will be the full fees for the term of notice.
- (e) **Written Notice** - Notices to be given by parents under this or any other of these terms and conditions must be given in writing to and actually received by the Head. Notice given orally or given in writing by or to any other person will not count as good notice. Time is of the essence. Written notice received by the Head before the first day of a term expires at the end of the term. Written notice actually received by the Head on or after the first day of a term expires at the end of the following term.
- (f) **Waiver** - Any waiver of the requirements of this clause will be effective only when written and signed by the Head. If the Head accepts a provisional notice it is valid for one term and only if accepted in writing.

## 6. Removal or Expulsion of a Pupil

- (a) **Removal at Request of School** - Parents may, at any time, be required without notice to remove the pupil from the School if, in the opinion of the Head, such is in the interests of the pupil and/or the School.
- (b) **Expulsion** - A pupil may be expelled if in the opinion of the Head, the conduct of the pupil during term or holidays has been such that the continued presence of the pupil is incompatible with the interests of the School.
- (c) **Discretion of Head** - The decision to expel or request removal of the pupil from the School and the manner and form of any announcement shall be in the sole discretion of the Head. Under no circumstances shall the School be required to divulge any confidential information or the identities of pupils or others who have given information which has led to the expulsion or the request for removal or which the Head has acquired during an investigation.
- (d) **Re-Admission** - A pupil who has been withdrawn, excluded, suspended, removed or expelled from the School has no right to enter the School premises without written permission of the Head.

## 7. Recovery of Unpaid Fees

- (a) **Interest** - Whether or not the pupil has been excluded the right is reserved to charge interest at the rate which the Bursar in his discretion considers reasonable on unpaid fees including any fees in respect of which an instalment arrangement has been terminated.
- (b) **Costs** - All costs incurred in the collection of unpaid fees including the School's administrative costs and any costs and disbursements paid to solicitors shall be recoverable in full.

## 8. Special Circumstances

- (a) **Court Orders and Precautions** - The Head must be notified in writing immediately of any court orders in relation to the pupil for example as to parental responsibility, residence, contact, prohibited steps, specific issues or periodical payments. It is the responsibility of the parent to inform the Head immediately and in writing and by a personal visit in case of urgency if the School is required to give any special precautions for the protection of the pupil.
- (b) **Emergency Medical Treatment** - The parents hereby authorize the Head to give consent in loco parentis to the carrying out of any emergency treatments or procedures which are certified by a medical practitioner to be necessary to the safety of the pupil. Under normal circumstances such treatment will be carried out under NHS but the School may, if the interests of the pupil so require and in the discretion of the Head, contract on behalf of the parents for emergency treatment of the pupil at a private hospital or clinic and such will be chargeable as an extra.
- (c) **Medical Supervision** - The Head may, with the consent of a pupil aged 13 plus or the consent of a parent obtain a medical certificate or report from a doctor appointed by the School or a urine test under medical supervision to establish the presence or otherwise of an illegal substance. The Head must be notified in writing of any existing or new medical condition or infectious or contagious disease or illness; for the duration of any disease or illness the School will not permit the pupil to attend the School without the consent of the School's medical advisor.
- (d) **Special Learning Difficulties** - Parents will be notified if it appears that the pupil is falling behind with studies. Extra tuition can be arranged and will be charged as an extra but the School does not diagnose conditions such as those relating to dyslexia or poor visual acuity. The School will, on request, advise parents as to how they may, at their own expense, obtain specialist advice.
- (e) **Parent Absent from UK** - If both parents normally reside outside the United Kingdom or will be absent for more than 48 hours during term time, the Head must be notified in writing of the name address and telephone number of a guardian resident in the United Kingdom who is acceptable to the Head.

- (f) **Concerns/Complaints** - Parents who have cause for concern in relation to the care discipline or progress of a pupil must inform the Head without delay and in writing.
- (g) **Public Examinations** - The School will enter a pupil for a public examination only if the Head is satisfied that such is in the best interests of the pupil.

#### 9. Insurance

- (a) **Personal Property of the Pupil** - Parents are required to make certain that their own insurance will cover the pupil's personal property whilst at the School or on the way to or from School or on any School sponsored activity away from the School.
- (b) **Non Agency** - The School does not undertake to provide or maintain any insurance covers beyond those prescribed by law and in no circumstances will the School be constituted agent of the parents for insurance purposes. Parents must in each case satisfy themselves that the pupil has the cover required.

#### 10. Intellectual Property Rights

- (a) **Copyright** - The School acknowledges the right of the pupil to assert copyright in respect of work of which the pupil is the sole author save that the School reserves sole copyright in any musical dramatic or artistic work created by the School or by pupils for purposes associated with the artistic or cultural life of the School
- (b) **Patent** - The School shall honour the right of the pupil to be named as the inventor in any application for a patent relating to an invention devised solely by the pupil and as the joint inventor in any application relating to an invention devised jointly by the pupil and any other person.

#### 11. General Conditions

- (a) **Waiver** - Any indulgence relaxation or non-enforcement by the School of its rights under these terms and conditions shall not act as a waiver of and shall be without prejudice to those rights.
- (b) **Progress Reports** - A report on each pupil will be sent to parents at least twice per year. Information provided to parents and others concerning the progress of a pupil and the character, examination, further education and career prospects of the pupil and any references will be given in good faith but without liability on the part of the School.
- (c) **Variations** - The School may in its discretion and on such notice (if any) as the School considers reasonable vary any or all of these and its other terms and conditions from time to time. The School reserves the right to make alterations at any time to the way in which the School is run, to the situation of the School and any part of it and to any respect without reduction in fees.
- (d) **Prospectus** - In the prospectus are set out some details of the School, its history and facilities. Although the contents are believed to be accurate at the time of printing nothing contained in the prospectus shall form part of any agreement between the School and the parents or any other person and the parents confirm that they have not relied on its contents in entering into this Agreement.
- (e) **Address for Correspondence** - The name and postal address of the School for the purposes of any written communication is Claires Court Schools Ltd, Ray Mill Road East, Maidenhead, Berkshire SL6 8TE. The postal address of the parent or any other person is deemed to be the address given on the Acceptance Form or (if different) the address shown on the School's entry list or the last known address that was notified in writing and recorded by the School.
- (f) **Interpretation** - Headings and sub-headings are for ease of understanding only and do not form part of these terms and conditions. This document will be construed as a whole and in conjunction with the Acceptance Form and any information sheets.
- (g) **Proper Law and Forum** - This contract was made at the School under the Law of England and Wales.

Clares Court Schools Ltd. Registered in England Company No 3680796  
Registered Office: 1 College Avenue, Maidenhead, Berks SL6 6AW

# Claires Court Schools Acceptance Form

Ridgeway  
Claires Court  
Maidenhead College



## Acceptance of offer of a place

Confidential information may be given in a covering letter

**PUPIL** Surname .....

First names (underline that generally used) .....

Address .....

Date of Birth ..... Nationality ..... Religion .....

**Term of Entry** ..... Term 20 ..... Age ..... years ..... months

**Are the parents:** Married?  Separated?  Divorced?

Do both parents agree that the pupil should attend the school?

Is there any other person whose consent is required to the pupil attending the school?

**PARENTS** Father's Name, Title & Address .....

..... Profession .....

Telephone Nos - Home ..... Business .....

Mother's Name, Title & Address .....

..... Profession.....

Telephone Nos - Home ..... Business .....

**If applicable** please give the name and address of Legal Guardian or any other person who

will pay or guarantee payment of fees : .....

**Present School** (names and address with dates of attendance and name of Head)

.....  
.....  
.....

Please complete both sides

## SPECIAL CIRCUMSTANCES

So that we may be sensitive to the needs of each individual child would you please inform us in a confidential letter with this form if:

- (a) the child has any known medical condition or health problem
- (b) the parents are separated or divorced
- (c) any person named in this form who expects to change address in the next 12 months
- (d) there are any orders of the Court in relation to the child for example as to parental responsibility, residence, contact, prohibited steps, specific issues or periodical payments
- (e) the child is subject to an Educational Statement.

## PARENTS DECLARATION

We have read and understood and we agree to the Standard Terms and Conditions attached which we have retained for our records. We agree to submit the pupil for such interviews, assessments and examinations as have not yet been completed. This acceptance and agreement will not be withdrawn without a full term's notice or a term's fees paid in lieu. We certify that fees of all previous schools have been paid and that the pupil has not been dismissed or removed from any school on account of misconduct. Our cheque (payable to Claires Court Schools Ltd) for the Acceptance Deposit as separately notified is enclosed.

(Each to sign and print name)

Father's Signature ..... Mother's Signature .....

Name in full..... Name in full.....

Date ..... Date.....

**AND**, if applicable the signatures of legal guardian(s) step-parent(s) or guarantors

Signature ..... Signature .....

Name in full..... Name in full.....

Relationship to pupil ..... Relationship to pupil .....

Date ..... Date.....

## DECLARATION OF PUPIL (age 13+ at entry)

I wish to enter Claires Court School/Maidenhead College and understand that I am entering a legally binding agreement for the provision of my education. I have read a copy of the School Rules. I agree to abide by them and to accept the authority of the Head.

Pupil's signature ..... Date .....

Name in full .....

The completed form should be sent to The Registrar, Claires Court School, Ray Mill Road East, Maidenhead, Berks SL6 8TE

Please complete both sides