

Crackley Hall School, Crescent School & Princethorpe College

Terms and Conditions

1. Definitions

a) In these terms and conditions

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

"child" means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

"the Complaints Procedure" is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School; a copy of the procedure is available from the School at any time upon written request;

"deposit" means the sum set out in the Schedule of Fees;

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

"Head" means the person appointed by the trustees of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"Schedule of Fees" means the published note of the School's prevailing fees;

"School Rules" means the rules of the School, a copy of the current version of which is provided to each child on entry and is sent to parents with the letter offering a place at the School, as those rules may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School;

"term" means a term of the School as notified to parents from time to time;

"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;

"terms and conditions" means these terms and conditions as amended from time to time;

"we" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires;

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

b) We are The Princethorpe Foundation, a company registered in England and Wales. Our company registration number is 04177718 and our registered office is at Princethorpe College, Princethorpe, Rugby, Warwickshire, CV23 9PX. The schools within The Princethorpe Foundation are Crackley Hall School, The Crescent School and Princethorpe College.

- c) The Acceptance Form, the Schedule of Fees, the School Rules and these terms and conditions form the terms of a contract between you and The Princethorpe Foundation and constitute the entire agreement between the parties. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

- a) An offer of a place for your child at the School is accepted by you submitting the Acceptance Form and paying the deposit.
- b) The deposit is non-refundable if your child does not take up a place at the School. The deposit will form part of the general funds of the School until it is refunded without interest on your child leaving the School after the final payment of the fees or other sums due to the School.
- c) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the School, you shall give written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start. If such notice is received by the School by that time the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. If such notice is received on or after that date, a term's fees (charged at the rate applicable for the term immediately preceding the term when your child was due to start) shall be payable and shall become due and owing to the School as a debt.

3. School Fees

- a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.
- b) Discounts on the main tuition fee are automatically applied to siblings (5% for second and third sibling, 10% for fourth and subsequent siblings) and apply whilst there are two or more children attending schools in the Foundation but excluding children attending the Nursery unless the application for the place in the Nursery was received prior to 1 September 2015.
- c) Any extra-curricular activities such as private music lessons, trips and visits in which you agree in advance your child may participate, shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges shall be charged as supplemental to the fees.
- d) Each person who has signed the Acceptance Form is jointly and individually liable for the whole of the fees due and any supplemental charges, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained the prior written consent of both the School and the remaining parent.

- e) Each invoice must be paid either in full on or before the first day of term or, if fees are paid by direct debit, in monthly instalments (each instalment being due on the first working day of each month) with supplemental charges being collected at the start of each term. Where fees are paid by direct debit, the fees for each term accrue separately.
- f) We reserve the right to refuse to allow your child to attend the School, participate in trips and visits or to withhold any references while fees remain unpaid or there is a persistent

default in relation to supplemental charges. We may make an interest charge of 6 per cent per annum accruing daily on late payment. A charge of £10 may be levied by the School in respect of each letter sent to you by the School in respect of late payment. You will also be liable to pay all costs, fees and charges including legal fees and cost reasonably incurred by the School in the recovery of any unpaid fees. We may inform other schools or educational establishments to which you propose to send your child of any outstanding fees.

Where fees remain outstanding one month after the start of term the Foundation may exclude the child on the grounds of non-payment. Normally one week's notice of exclusion for non-payment of fees will be given. Where the fees remain outstanding 28 days after the date of exclusion then the child will be deemed to have been withdrawn without notice and the appropriate sum in lieu of notice will be due.

- g) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term.
- h) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise.
- i) There will be no discount or refund of fees or other payments if the school is forced to close as a result of bad weather. We will do our best to inform you in good time if the school is closed or is closing early because of adverse weather conditions. In the case of bad weather, the decision to send a child to school is completely at the discretion of parents. We will try to the best of our ability to make movement around the campuses safe but those who choose to enter do so at their own risk.

If Princethorpe College is generally closed because of bad weather if at all possible, a skeleton staff will try to open the school, for candidates sitting public examinations. It may or may not be possible under these circumstances to offer a transport or food service.

- j) In the event that your child at Princethorpe College takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.
- k) **Scholarships & Bursaries**

Scholarship and bursary awards refer to fee concessions on the main tuition fees only. All extras and supplemental charges are charged at the prevailing rate

If your child has been awarded a scholarship and/or a bursary, your liability will be for the amount of fees due after taking account of that award.

A scholarship and/or bursary award may be withdrawn if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award but 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. Where it appears likely to the Head that an award may be withdrawn from your child, you shall be notified in advance. Otherwise, the bursary and/or scholarship shall cease at the end of your child's schooling at the school to which your child has been accepted.

The value of all scholarships and bursaries is confidential.

l) **Bursaries**

Bursaries are reviewed periodically. Where there is a material change in financial circumstances the bursary award may be changed or withdrawn but any withdrawal of a bursary will not operate so as to increase the fees due in respect of a term which has already commenced. If there is a material change in your financial circumstances between periodic reviews, then it is your obligation to advise the Foundation Bursar.

Where a bursary is awarded sibling discount no longer applies.

m) **Scholarships**

Scholarships are discretionary and normally only for pupils at Princethorpe College.

Scholarships are reviewed periodically.

It is an expectation that all music scholars sing in the College choir, play in the orchestra and are available for any tours, stage productions and concerts, putting rehearsals as a priority over other extra-curricular activities. Music scholars are expected to continue with music to GCSE and hopefully into the Sixth Form as well.

For art scholars, there is naturally also the assumption that the recipients will continue to study the subject to GCSE level.

Music and art scholarships will normally cease on entry into the Sixth Form if the scholar ceases to study the subject at A- level.

Discounts on the main tuition fee for siblings (5% for second and third sibling, 10% for fourth and subsequent siblings) are *in addition* to any scholarship award. Sibling discount only applies whilst there are two or more children attending the Foundation schools.

4. Notice Requirements

- a) If you wish to withdraw your child from the School (other than at the normal leaving date), you shall either give a term's notice to that effect or shall pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. (A term's notice means written notice given no later than the first day of the term preceding the term to which the notice relates. The provisions in clause 15 apply to all notices given by you.).
- b) In cases under (a) above, where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.
- c) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a half term's notice to that effect or shall pay to the School a half term's charges for the activity in which your child has ceased to participate. (A full half term's notice is deemed to be notice received before the start of term or before the start of a half term).
- d) The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

5. School Rules

- a) It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular, you undertake to ensure that your child attends

School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.

- b) The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- c) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.

6. Disciplinary Procedures

- a) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if he/she considers that your child's attendance, progress or behaviour (including behaviour outside school) is unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.
- b) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child if the behaviour of you or either of you is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- c) Should the Head exercise his/her right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.
- d) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion 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.
- e) The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 6. The review of disciplinary procedures under this clause 6 is governed by the Complaints Procedure.

7. The School's Obligations

- a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her primary schooling at Crackley Hall or The Crescent School or until the end of his/her secondary schooling at Princethorpe College. However, Princethorpe College shall not be obliged to permit your child to enter the sixth form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the sixth form after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form conditional upon the results of such examinations.
- b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.

- c) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- d) We will not subject your child to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- e) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- f) Our prospectus, website and associated marketing materials are not contractual documents and unless otherwise specifically agreed in writing, do not form part of any agreement between you and the School. These documents describe the broad principles on which the School is presently run and are believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum, and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. We will give parents notice of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.
- g) 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 specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.
- h) Religious observance at the School shall be conducted in accordance with the School Rules.
- i) If your child is of sufficient maturity and understanding, he or she has certain legal rights which the School will observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality. If a conflict of interests arises between you and your child the rights and wishes of, and duties owed to, the child may take precedence over the rights and wishes of, and duties owed to you.

8. The Parents' Obligations

- a) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. 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 keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted.

- b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- c) The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons.
- d) 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.
- e) We cannot accept any responsibility for the welfare of your child while off the School premises unless he/she is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- f) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure. It is in the interests of all parties that a courteous and constructive relationship is maintained with School staff at all times. Failure to do so may result in the withdrawal of your child's place.
- g) To facilitate the smooth running of the school and to enable staff to be sufficiently prepared, parents are expected to make an appointment to see a member of staff.

9. Insurance and Liability

- a) You must make your own insurance arrangements if you require cover for your child's person or property while at School. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.

10. Data Protection, Confidentiality and References

- a) 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 shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- b) We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include names, contact details, school records, photographs and video recordings, both whilst your child is at the School and after he or she has left for the purposes of (i) promoting the School to prospective pupils, including through the School's Prospectus (in whatever format or medium) and website, (ii) managing relationships between the School and current pupils, (iii) providing references and (iv) communicating with the body of former pupils.
- c) You must (i) confirm (or update if necessary), when requested, such information about you and/or your child that is held by the School and (ii) in any event, inform the School of any change to you or your child's circumstances (including where applicable, in connection with

an entitlement to enter and/or reside in the United Kingdom), or to information about you or your child, that has previously been notified to the School, including relevant contact details.

- d) You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 2018 (as amended or superseded)).
- e) The School will process personal data about you and your child in accordance with the General Data Protection Regulation, the Data Protection Act 2018 (as amended or superseded) and other related legislation. We will process such personal data: (i) as set out in this Clause 10, and in the School's Data Protection Notices which are available on the School's website as may be amended from time to time; (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

11. Intellectual Property Rights

We shall recognise any intellectual property rights vested in your child

12. Changes in Ownership etc

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform and consult with all parents in relation to such changes.

13. Termination

- a) The School shall be entitled to terminate this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions).
- b) Either party may terminate this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- c) For the avoidance of doubt, if your child is accepted as a pupil at Crackley Hall School or The Crescent School this agreement shall terminate at the end of your child's primary schooling being the end of Year 6. If your child is accepted as a pupil at Princethorpe College this agreement shall terminate at the end of Year 11 if your child does not meet any requirements imposed under Clause 7(a) for entry to the sixth form. A separate application will be required if you wish for your child to progress from Crackley Hall School or the Crescent School to Princethorpe College.

14. Transport

- a) The School can organise for pupils aged 8 or above to travel to and from school by bus or coach. Morning, afternoon or both way passes are charged for as extras on a termly basis and will be added to the school fees bill for payment in advance.
- b) If you wish to withdraw your child from the school transport service or change the service used, you shall either give a full half term's notice to that effect or shall pay to the School a half term's charges. (A full half term's notice is deemed to be notice received before the start of term or before the start of a half term).
- c) All transport services are subject to periodic review and the School reserves the right to cancel, alter or introduce additional routes as may be necessary in the circumstances or according to variation in demand. Charges are also subject to periodic review.
- d) School transport users will need to show a valid pass or a ticket. We reserve the right to impose a penalty fare if there is frequent non-compliance on the part of a specific individual who is unable to show a valid pass or ticket. Occasional journeys may be made by pupils. Single tickets may be purchased in advance from the School and handed to the driver on the day of travel. If single tickets are not paid for in advance, the School reserves the right to add these charges as extras to the next school fees bill for payment.
- e) For the avoidance of doubt, the School Rules cover pupil behaviour whilst travelling on School transport.

15. Force Majeure

- a) In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act 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).
- b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing 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 to provide educational services.
- c) If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify you of the steps it shall take to ensure performance of the agreement.
- d) In the event of a force majeure which affects your ability to perform any of your obligations under this agreement, you shall give the School notice in writing of the force majeure. You shall not be liable for non-performance of such obligations during the continuance of the force majeure but in the event of the force majeure continuing for more than four months, you shall discuss with the School a solution by which this agreement may be performed.

16. Communications

- a) All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records and, unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the Acceptance Form as having been made to both or all such persons.
- b) Notices that you are required to give under these terms and conditions must be addressed to the Head at the School's address and should be hand delivered or sent by recorded or guaranteed delivery. Proof of delivery will be required unless the Head has acknowledged the notice in writing. Where you are withdrawing your child or discontinuing extra-curricular activities the School would expect prior consultation and will acknowledge notice in writing.

17. Interpretation

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

18. Jurisdiction and Governing Law

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

19. Variations

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

EJKT/Stone King
May 2018

Senior School
Princethorpe College
Princethorpe
Rugby CV23 9PX

Tel: 01926 634200
e-mail: post@princethorpe.co.uk

Junior School
Crescent School
Bilton, Rugby
CV22 7QH

Tel: 01788 521595
e-mail: admin@crecentschool.co.uk

Junior School & Nursery
Crackley Hall & Little Crackers
St Joseph's Park
Kenilworth CV8 2FT

Tel: 01926 514444
e-mail: post@crackleyhall.co.uk

