



Norfolk House School

TERMS & CONDITIONS

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## 1. Terminology

- 1.1. **Admitted:** The Pupil is Admitted to the School when the School receives the Acceptance Form and the Acceptance Deposit.
- 1.2. **Cancellation:** means the cancellation of a place at the School after the Pupil is Admitted to the School and before Entry to the School.
- 1.3. **Entry:** occurs on the first day the Pupil attends the School.
- 1.4. **Extras:** means alone or in combination clothing and equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, or damage where the Pupil alone or with others has caused willful loss or damage to School property or the property of any other person (fair wear and tear excluded) or bank charges arising from default in Fees payment or late payment charges.
- 1.5. **Fees:** means alone or in combination any of the Application Fee, the Acceptance Deposit, tuition fees, fees for extra tuition, or Extras.
- 1.6. **Fees in lieu of Notice:** means one full Term's Fees immediately payable as debt when the Parents fail to provide Notice. Fees in lieu of Notice will be at the full Fees rate for the Term following Withdrawal and will not be subject to any deductions for a scholarship.
- 1.7. **Headmistress:** means the Headmistress of the School as appointed by the Directors of the School. The Headmistress is responsible for the day-to-day running of the School.
- 1.8. **Notice:** means a Term's Written Notice given by all who have signed the Acceptance Form before the first day of the Pupil's final term, and addressed to and received by the Headmistress personally.
- 1.9. **Parental Responsibility:** means legal responsibility for the Pupil. All those with Parental Responsibility must agree to the Pupil being Admitted to the School before the Parents sign the Acceptance Form.
- 1.10. **Parents or You:** means any person who has signed the Acceptance Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions.
- 1.11. **Pupil:** means the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with British custom.
- 1.12. **School or We or Us:** means Norfolk House School Limited trading as Norfolk House School as now or in the future constituted (and any successor).
- 1.13. **Directors of the School:** means the Directors of Norfolk House School Limited who are responsible for the governance of the School.
- 1.14. **Term:** means the period between and including the first and last days of the relevant School term.
- 1.15. **Term's Written Notice:** has the meaning set out in clause 7.1.
- 1.16. **Withdrawal:** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice at any time after Entry to the School.

## 2. Acceptance and deposit

- 2.1. **Legal Contract:** A legally binding contract is formed on these terms and conditions together with:
  - 2.1.1. the Offer Letter;
  - 2.1.2. the Conditions of Award, if applicable;
  - 2.1.3. the Acceptance Form; and
  - 2.1.4. the Scale of Fees.
- 2.2. **Acceptance Deposit:** A deposit (Acceptance Deposit) as shown on the Scale of Fees is payable when the Parents complete the Acceptance Form issued by the School. The Acceptance Deposit will be repaid by means of a credit without interest to the payment of Fees for the Pupil's fourth Term at the School unless stated otherwise in these terms and conditions. See also clause 7.4 below.
- 2.3. **Immigration:** The School does not hold a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the Headmistress when returning a completed Application Form or at any other time if their child does not have the right to live and study in the United Kingdom. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at the School.



### 3. Fees

- 3.1. Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the School Term to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid.
- 3.2. 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 the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Headmistress. The School reserves the right to refuse a payment from a third party.
- 3.3. Indemnity:** If the School is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.
- 3.4. Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction Fees will not be refunded reduced or waived if:
- 3.4.1. the Pupil is absent through illness; or
  - 3.4.2. a Term is shortened or a vacation extended; or
  - 3.4.3. the Pupil is released home otherwise than before the normal end of a Term; or
  - 3.4.4. the School is temporarily closed due to adverse weather conditions; or
  - 3.4.5. for any reason other than exceptionally and at the sole discretion of the Headmistress in a case of genuine hardship.
- See also Section 8 for information about events beyond the control of the parties.*
- 3.5. Exclusion for non-payment:** The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment. If the Pupil is excluded for a period of 28 days, he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable immediately by the Parents.
- 3.6. Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be up to 1.5% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim.
- 3.7. Appropriation:** Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the School to the unpaid account of any other child of the Parents.
- 3.8. Instalment arrangements:** An agreement by the School to accept payment of Fees by instalments is concessionary and will only be considered in exceptional circumstances to be determined by the Headmistress. It will be subject to separate agreement(s) between the Parents and the School.
- 3.9. Fees increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's Notice of a Fees increase they may give to the School written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of Notice. The Acceptance Deposit, if paid, will be refunded without interest less any sums owing to the School.
- 3.10. Information about fees:** The Parents consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.
- 3.11. Anti-money laundering and anti-bribery:** From time to time, the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport. The parties will comply with the School's Policy on anti-bribery, a copy of which is available from the School on written request.



## 4. Educational matters

- 4.1. **Provision of education:** The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The School will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the Pupil will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 4.2. **Organisation of the curriculum:** The right is reserved to the Headmistress to organise the School and the curriculum in the most appropriate manner to meet the requirements of the whole School community. We will endeavour to inform the Parents of substantial changes and the reasons for them as soon as practicable.
- 4.3. **Progress reports and references:** The School shall monitor the Pupil's progress and shall report regularly to the Parents both verbally and in writing. Information provided by the School in a reference shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- 4.4. **Public examinations:** The Headmistress may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination. The Headmistress will act reasonably and fairly in exercising such discretion.
- 4.5. **Learning difficulties:** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". If an assessment by the School reveals that the Pupil may have a learning difficulty the Parents will be notified and a plan of action agreed which will include the School advising whether a formal assessment of the Pupil is required. If a formal assessment of the Pupil is required it shall be the Parents' responsibility to arrange and pay for it. The School reserves the right to charge for the provision of additional teaching and support as an Extra.
- 4.6. **Moving up the School:** The Parents accept that after Entry the Pupil is expected to progress through the School and complete Year 6. Progression will be subject to the Pupil satisfying the academic requirements at the time and the requirements for good behaviour and discipline which are explained in the School's Behaviour Policy. The Parents will be consulted before the end of the Spring Term if the School considers that the Pupil may not progress to the next stage of the School.
- 4.7. **Educational visits:** A variety of educational visits will be provided for the Pupil. The School will seek consent from the Parents prior to the Pupil taking part in an educational visit which may be subject to a separate agreement. The Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit.

## 5. Pastoral care

- 5.1. **The School's commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.
- 5.2. **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the School must be notified to the School as soon as practicable. A copy of the School's Complaints Policy is available on its website.
- 5.3. **Pupil's rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his / her parents. If a conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.
- 5.4. **Headmistress's authority:** The Parents authorise the Headmistress to take and / or authorise in good faith all decisions which the Headmistress considers on proper grounds will safeguard and promote the Pupil's welfare.
- 5.5. **Physical contact:** The Parents consent to such physical contact with the Pupil:
  - 5.5.1. as may accord with good practice; or
  - 5.5.2. as may be appropriate and proper for teaching and instruction; or
  - 5.5.3. for providing comfort to the Pupil in distress; or



5.5.4. to maintain safety and good order; or

5.5.5. in connection with the Pupil's health and welfare.

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision, the risk of injury cannot be eliminated.

**5.6. Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:

5.6.1. any known medical condition, health problem or allergy affecting the Pupil;

5.6.2. any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family;

5.6.3. any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;

5.6.4. any family circumstances or court order affecting the Pupil, including the separation and divorce of the Parents;

5.6.5. any concerns about the Pupil's safety;

5.6.6. any material change in the financial circumstances of the Parents in receipt of any financial concession by the School, including a scholarship, any other form of award or an agreement to pay fees by instalments;

5.6.7. if it is intended that the Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more;

5.6.8. details of the Pupil's future school or nursery.

**5.7. Confidentiality:** The Parents authorise the Headmistress to override their own and (so far as they are entitled to do so) the Pupil's rights to confidentiality, and to impart confidential information on a need to know basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's use of:

5.7.1. email;

5.7.2. the internet; and

5.7.3. mobile electronic devices.

See also the School's Acceptable use of Technology by Pupils Policy which is published on its website.

**5.8. Medical care:** The Parents must comply with the School's recommendations which may include a reasonable decision to release the Pupil home or to his / her Parent(s) or legal guardian when he / she is unwell.

**5.9. Medical information:** The Parents agree that the School shall have the right to disclose medical information about the Pupil if it is considered to be in best interest of the health and welfare of the Pupil or other members of the School community. Such information will be given and received on a confidential, need to know basis.

**5.10. Emergency medical treatment:** The Parents authorise the Headmistress to consent on their behalf to the Pupil receiving emergency medical treatment if after reasonable endeavours the School cannot contact either of them.

**5.11. Communications from the Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Pupil from the School. Those persons who are required to consent to or to give notice of Cancellation or Withdrawal are set out in clause 1.8.

**5.12 Photographs and video recordings:** The Parents will be asked to complete a consent form before the Pupil enters the School and thereafter on an annual basis which obtains the Parents' consent for the use of photographs and video recordings in marketing and publicity material. Please see the School's Pupil Privacy Notice which is published on the School's website for more information about the use of photographs and images.

**5.13 Request for confidentiality:** The Parents may ask Us to keep information about the Pupil confidential. For example, You may ask Us to not use photographs of the Pupil in promotional material or ask Us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be kept confidential they must immediately contact the Headmistress in writing, requesting an acknowledgment of their letter.



- 5.14 School's liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

### 6. Behaviour and discipline

- 6.1. School behaviour and discipline:** The Parents accept that the Headmistress is entitled to set policies for discipline and behaviour at the School. The Parents accept the authority of the Headmistress and of other members of staff on the Headmistress's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's Behaviour Policy which is published on the School's website applies to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.
- 6.2. Parents' support:** The Parents agree to support the School in upholding its policies on discipline and behaviour. The Parents shall use their best endeavours to ensure that the Pupil will comply with the Behaviour Policy. The Parents shall ensure that the Pupil will comply with the School rules about the wearing of uniform and general appearance.
- 6.3. Sanctions:** The School's current policy on sanctions is contained within the Behaviour Policy which is published on its website. It may undergo reasonable change from time to time but will not authorise any form of unlawful activity.
- 6.4. Exclusion:** The Pupil may be formally excluded from the School on a fixed term or permanent basis if it is proved on the balance of probabilities that the Pupil has committed a serious breach of discipline, or where other strategies and actions have not been effective.
- 6.5. Required Removal:** The Parents may be required to remove the Pupil permanently from the School if, after consultation with the Parents and if appropriate the Pupil, the Headmistress is of the opinion that:
- 6.5.1. the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or
  - 6.5.2. by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the School; or
  - 6.5.3. the Parents have treated the School or members of its staff or any member of the School community unreasonably; then
- in these circumstances, and at the sole discretion of the Headmistress, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Headmistress shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and the Parents as well as those of the School.
- 6.6. Fees after Exclusion or Required Removal:** The School shall not waive or refund any Fees paid by the Parents following an Exclusion or Required Removal. On Exclusion, any Acceptance Deposit held by the School shall be retained by the School. Following a Required Removal any Acceptance Deposit held by the School shall be refunded without interest less any sums owing to the School.
- 6.7. Procedural fairness:** The Headmistress shall act with procedural fairness and in accordance with the School's policy on Exclusion and Required Removal in dealing with such cases. Investigation of a suspected breach of discipline or behaviour shall be carried out by the School in a fair and unbiased manner.
- 6.8. Directors' Review:** The Headmistress's decision to exclude or require the removal of the Pupil shall be subject to a Directors' Review, if requested by the Parents. The Parents will be given a copy of the Directors' Review Policy current at the time. The Pupil shall be suspended from the School pending the outcome of the review.

### 7. Notice and termination

- 7.1. A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if the Parents wish to:
- 7.1.1. cancel the place after the Pupil is Admitted; or





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- 7.1.2. withdraw the Pupil after Entry even if the Pupil has made the necessary progress to advance to the next stage of their education.
- 7.2. **Fees in lieu of Notice:** Where the Parents have not given a Term's Written Notice of Withdrawal, the Parents shall become immediately liable to pay Fees in lieu of Notice less any Acceptance Deposit held by the School as a debt at the full Fees rate applicable for the Term following Withdrawal unless the place is filled immediately and without loss to the School. Fees in lieu of Notice shall not be limited to the parental contribution in the case of a scholarship or other award or concession. One Term's Fees in lieu of Notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater.
- 7.3. **Prior consultation:** It is expected that the Parents will consult with the Headmistress before they give Notice.
- 7.4. **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the School staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. In such circumstances the Acceptance Deposit will be refunded together with any fees paid pro-rated if the School has provided any educational services under this agreement. Further details made be found in the School's Cancellation Notice enclosed with the Offer Letter.
- 7.5. **Cancelling acceptance:** Following the Cancellation of the place the Parents shall be liable to pay as a debt to the School one Term's Fees at the rate payable for the term of Entry (not limited to the parental contribution in the case of a scholarship or other award or concession), less the Acceptance Deposit, payable as a debt immediately unless the place is filled immediately and without loss to the School if less than a Term's Written Notice of Cancellation has been given. If more than a Term's Written Notice of Cancellation has been given the School will limit the Parents' liability to the Acceptance Deposit held unless the place is filled immediately and without loss to the School. If the place is filled immediately and without loss to the School the right is reserved to retain a proportion of the Acceptance Deposit to cover the School's reasonable expenses in filling the place. Cases of serious illness or genuine hardship may receive special consideration on written request.
- 7.6. **Cancelling a place offered in the Term before Entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to four weeks from the date Acceptance Form was received by the School. If clause 7.4 applies the four week period shall start when the 14 day cancellation period expires. The Acceptance Deposit will then be retained by the School. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation they will become liable to pay one Term's Fees at the rate payable for the term of Entry, less the Acceptance Deposit.
- 7.7. **Termination by the School:** The School may terminate this agreement on one Term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). Any Acceptance Deposit held by the School will be refunded without interest less any outstanding balance of Fees. The School may terminate this agreement immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School.

## 8. Events beyond the control of the parties

- 8.1. **Force Majeure:** An event beyond the reasonable control of the School or the Parents is a Force Majeure Event and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 8.2. **Notification:** If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 8.3. **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 8.2 above shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 8.4. **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 8.2 may terminate this contract by providing at least three working days' notice in writing to the other party.



### 9. General contractual matters

- 9.1. Changes to these terms and conditions:** The School may change these terms and conditions from time to time to reflect changes in the law or in custom and practice at the School. The Parents will be provided with a copy of any revised terms and conditions before any changes take effect.
- 9.2. Changes to the School:** The School, as any other, is likely to undergo a number of changes during the period of this agreement. Wherever possible, the School will endeavour to consult with the Parents and to provide as much notice as possible of a change to the School which it considers will have a significant impact on the Pupil's education or welfare. In addition, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.
- 9.3. Consumer rights:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe consumer rights laws or any other 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. Nothing in these terms and conditions affects the Parents' statutory rights.
- 9.4. Consultation:** It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice in writing of:
- 9.4.1. a change of ethos or culture; or
  - 9.4.2. a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or
  - 9.4.3. a change of ownership of the School.
- 9.5. Data protection:** The privacy notice for parents in Schedule 1 to these terms and conditions sets out how the School uses your personal information. The Parents are asked to read this notice and the privacy notice for pupils enclosed with the Offer Letter before signing the acceptance form.
- 9.6. Information for parents:** We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus, website, promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Headmistress that the information is accurate before returning a completed acceptance form to the School.
- 9.7. Third party rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 9.8. Interpretation:** These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.
- 9.9. Jurisdiction:** This contract was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

