

# LECKFORD PLACE SCHOOL

girls & boys from age 11 part of d'Overbroeck's College

## Contract Terms

### Definitions and introduction

- 1.1 The words shown in this section in bold will have the following meanings in these Contract Terms:

**You** Each person who has signed the enrolment form.

**Child** Any person of any age admitted by the School as a pupil including anyone over the age of 18.

**We, Us or the School** d'Overbroeck's Ltd whose registered office is at 111 Banbury Road, Oxford OX2 6JX trading as Leckford Place School.

**Head** The person appointed by the School to be responsible for the day-to-day management of Leckford Place School including anyone to whom such duties have been wholly or partly delegated.

**Rules and Policies** Rules and policies laid down by the School in a series of handbooks and policy documents which are available from the School office and published on the School's website and which include but are not confined to rules relating to behaviour, bullying, alcohol and substance abuse.

**Fees** Together: Standard Fees, Supplementary Fees, and the General Deposit.

**Standard Fees** Charges levied for the usual activities and curriculum of the School, including the provision of any necessary educational materials, as set out in the School's schedule of fees available on the School website and from the registry.

**Supplementary Fees** Charges levied for all additional items not forming part of Standard Fees such as but not confined to supplementary tuition, public examinations, instrumental music lessons, trips, visits, text books and the provision for any special educational needs of your Child.

**General Deposit** The sum which is charged and held by Us during your Child's time at the School and which, less the cost of any damages caused by your Child or other sums owed, is refunded when your Child leaves.

- 1.2 These Contract Terms will govern the relationship between the School, your Child and You as your Child's parents or guardians.
- 1.3 These Contract Terms will apply from the time We send You written acceptance of your application for a place following receipt by Us of a completed and signed enrolment form together with the enrolment fee for your Child until he or she leaves the School.

- 1.4 The School prospectus and website describe the aims and objectives of the School and are intended to give an outline impression of the School and its activities only. The prospectus and website do not form part of these Contract Terms.

- 1.5 We operate in accordance with Rules and Policies which, insofar as they apply to your Child, form part of these Contract Terms. By enrolling your Child at the School You agree to comply with them and to ensure your Child complies with them at all times.

- 1.6 These Contract Terms, which include our Rules and Policies, may be changed if, in the judgement of the School, the interests of the pupils as a whole or of the School require it or if there are any changes in relevant legislation. Changes may also be made to the School curriculum, the Fees and the way in which the School is run. All significant changes will be published as soon as practicable.

- 1.7 If any changes to these Contract Terms cause You any difficulty You should raise your concerns with Us.

### Authority and exclusion

- 2.1 You accept that the Head may take such measures as he reasonably believes to be necessary to ensure the School Rules and Policies are respected, to maintain discipline, and to ensure the health, safety and well-being of your Child, other pupils and members of staff.
- 2.2 We reserve the right to require You to remove your Child or to suspend or expel your Child where the Head reasonably believes:
1. your Child's attendance or progress is unacceptable
  2. your Child's behaviour, including behaviour outside School premises, is unsatisfactory or brings the name of the School into disrepute. In making judgements on this matter We will take into account all aspects of your Child's behaviour and school record and not only those listed in the School Rules and Policies. Reasons for removal under this sub-paragraph may include but not be confined to the bullying of other pupils, abusive behaviour towards School staff, non-attendance without good reason, and possession or use of illegal drugs
  3. such action would be in the best interests of your Child or other pupils

4. your behaviour is unreasonable and affects, or is likely to affect, your Child's or other pupils' progress at the School or the safety and well-being of School staff or is bringing the School into disrepute.
- 2.3 The Head will act fairly in deciding whether your Child must be removed, suspended or expelled and will wherever possible consult with You before a decision is taken. If You are unhappy with such a decision You may ask the School to review the decision in which event a review will be undertaken by one or more of the governors of d'Overbroeck's College. The decision of these governors shall be final and binding on the School and you.
  - 2.4 We may require pupils to provide biological samples under medical supervision to test for the use of illegal drugs/substances.
  - 2.5 If We require You to remove your Child under paragraph 2.2 above no entitlement to a refund of Fees will arise for the term in which your Child leaves. In such circumstances You will not be expected to pay Fees for the following term in lieu of notice.

### **Our Obligations**

- 3.1 Subject to these Contract Terms We will provide education for your Child from the time of joining the School until the end of the course of study on which he or she has been enrolled. The School shall not be obliged to admit your Child to enter d'Overbroeck's College sixth form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances.
- 3.2 We will exercise, during School hours and at other times when your Child is permitted to be on School premises or is participating in activities organised by Us, reasonable skill and care in respect of your Child's education and welfare. However, We do not accept any responsibility for the welfare of a pupil away from School premises unless he or she is taking part in a School activity or is otherwise under the supervision of a member of School staff.
- 3.3 We will monitor your Child's academic progress and provide You with regular written reports. We will advise You if We have any concerns about your Child's progress. We do not undertake diagnosis or assessment of dyslexia or any other learning difficulties or specific conditions. Formal assessment of such matters may be arranged by You or by the School at your expense.
- 3.4 We will not subject your Child to corporal punishment or to physical contact. However, We may use reasonable force to control or restrain your Child from committing a criminal offence, injuring him or herself or others, damaging property or acting in a way that is counter to the maintenance of good order and discipline at the School.

- 3.5 We will enter your Child for public examinations provided the Head is satisfied that it is in his or her best interests and all Fees owing to Us have been paid.
- 3.6 If You ask Us to change teaching, examination or other arrangements for your Child We will do our best to meet such requests but reserve the right to refuse to do so where the change would in the Head's reasonable opinion be against the best interests of your Child or other pupils or members of staff or where the changes are impracticable or disproportionately expensive.

### **Your obligations**

- 4 You undertake to:
  1. advise Us of any health or other medical condition, including any infections, disabilities or allergies, developed by your Child either before or after he or she is admitted to the School and to inform Us of any situations of whatever nature where special arrangements (for example dietary arrangements) may be needed in relation to your Child
  2. seek wherever reasonably possible the prior consent of the Head for any absence of your Child from the School and set out in writing the reason for any such absence
  3. encourage your Child in his or her studies and provide due support at home
  4. maintain regular contact with the School where your Child's interests require it and so far as is practicable personally attend meetings with the School when requested
  5. notify Us at all times of any change in your address and other contact details
  6. inform Us of any relevant court order or other relevant matter affecting your Child so that We can be aware of any arrangements between parents while recognising that, unless the Court orders otherwise, or other arrangements are agreed between the School and you, We will at all times while your Child is in our care act in what We believe to be the best interests of your Child
  7. pay for any damage that may be caused by your child to School property and to any other property while a member of the School and to reimburse the School appropriately if it has paid for damage caused by your Child to property belonging to a third party.

### **Fees**

- 5.1 The Fees which will apply at the time of admission of your Child to the School are laid out in the School schedule of fees as applicable for the year of entry. These are available from the School office and on the School website.

- 5.2 Fees are payable in advance and must be received in full by the Bursar not later than the first day of each term to which they relate or no later than 10 days after an invoice covering such Fees is issued, whichever is the later.
- 5.3 Supplementary Fees, except those relating to public examinations and at our discretion any item costing under £50, are only payable if You have been notified about them in advance and if You agree to them. We will not consult You before charging for Supplementary Fees relating to public examinations and reserve the right not to do so for individual items costing under £50.
- 5.4 The schedule of fees will be reviewed from time to time and Fees may be increased by such amount as the School considers reasonable. Notice of an increase in Fees will be given before the first day of the term which precedes the term for which the increase applies.
- 5.5 Unless otherwise agreed Fees are the joint and several responsibility of all persons who have signed the enrolment form. Any agreement between such signatories and any third parties that the latter will pay the Fees will not release those who signed the form from their liabilities to pay such Fees to the School. Such agreements will not affect the operation of these Contract Terms.
- 5.6 Any sum tendered that is less than the sum due may be accepted by the School on account only.
- 5.7 Money for payment of Fees and other sums due to the School must be paid in accordance with prevailing money laundering regulations.
- 5.8 Fees may be paid by a credit card but in such cases the School reserves the right to levy a transaction fee. We may also levy without notice any other fee that the banks may charge the School for monetary transactions.
- 5.9 If your Child has been awarded a scholarship, bursary or any other benefit resulting in an entitlement to a reduction in Fees
1. the liability for Fees will be reduced by the amount of the relevant award
  2. such 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, the withdrawal applying from the start of the term following the one in which notice of withdrawal is communicated; if during the course of the term in which the Head withdraws an award You withdraw your Child from the School, no Fees in lieu of notice will be payable.
- 5.10 While any Fees or other payments due remain unpaid or if there is persistent delay or default in relation to payments We reserve the right to charge interest on any outstanding sums at the rate of 1.5% of the

amount outstanding per 28-day period, accruing on a daily basis, and to refuse to allow your Child to attend the School.

- 5.11 Fees will not be reduced as a result of
1. your Child's absence from the School whether due to illness, study leave at home, suspension or early cessation of classes due to public examinations or other reasons
  2. your Child joining the School after the start of the term unless this occurs after the mid-point of the term in which case the full Fees will be subject to a reduction.
- 5.12 If You wish to withdraw your Child from the School (other than at the normal leaving date) You shall inform the Head in writing of your intention to do so before the first day of term at the end of which You intend to remove your Child; if less than one full term's notice is given the full Fees for the following term will be payable.
- 5.13 If You wish to cancel arrangements for ongoing lessons or activities for which Supplementary Fees are levied You shall inform the Head in writing of your intention to do so six weeks before the intended cancellation; if less than six weeks' notice is given half a term's charges for the activity will be payable.

### **Complaints procedure**

- 6 The School operates a complaints procedure a copy of which is printed in the parents' handbook and is available on our website and from the Head's PA. You are encouraged to inform Us should You have any concerns whatsoever regarding matters of safety, care, discipline, progress or the like, regarding your Child.

### **Data protection, record-keeping and confidentiality**

- 7.1 The School, which is required to hold and process personal data concerning pupils and concerning you, will take reasonable steps to do so in accordance with the Data Protection Act 1998.
- 7.2 We will not normally disclose personal data without the consent of the individual concerned. However, We may do so for the following purposes:
1. to give a reference relating to your Child to another school or college
  2. to publish the results of examinations or other achievements of your Child
  3. to pass contact details to the parents or guardians of other pupils for non-business purposes that are to the benefit of the pupils or School (for example arranging social activities)
  4. to manage and enhance relationships between the School and its pupils (both former and current)

5. where the School reasonably believes it is in your Child's interests to do so to third parties, for example for medical purposes, insurance purposes or to the organisers of School trips and excursions.

#### **Disclaimer**

- 8 We shall take care to ensure that all information supplied relating to your Child is accurate and any opinion given relating to your Child is fair. We shall not be liable for any loss You or your Child is alleged to have suffered resulting from statements of fact or opinions, fairly and honestly held, contained in any reference given by Us.

#### **Photographic rights**

- 9 We take photographs and videos of our pupils from time to time for inclusion in our prospectus and on our website. We reserve the right to use such photographs and video recordings of your Child while under the care and supervision of the School staff in our promotional material unless You have written to the Head stating that You do not consent to such photographs or recordings being used for these purposes.

#### **Parental consents**

- 10.1 We will obtain your consent wherever possible before arranging any form of medical or dental treatment for your Child. However, unless you have notified the Head in writing to the contrary, You agree that if it is impracticable to obtain that consent, for instance due to lack of time, We may arrange treatment, including surgery under general anaesthetic and blood transfusions, if it is considered to be in the best interests of your Child to do so.
- 10.2 Any medical practitioner treating your Child shall have the right to inform You and the Head and other School staff of confidential information about your Child if the medical practitioner considers it to be in the best interests of your Child, or necessary for the protection of other pupils to do so.

- 10.3 You consent to your Child participating in contact sports and other normal sporting activities, which may entail some risk of physical injury, unless You notify the Head to the contrary in writing.

- 10.4 You consent to your Child travelling on public transport or in a motor vehicle driven by a responsible adult, duly licensed and insured, as part of School activities.

#### **Pupils' property**

- 11.1 The School does not, unless negligent, accept any responsibility for accidental or other damage or loss of your Child's personal property.
- 11.2 Your Child is responsible for the security and safe use of his or her personal property and for ensuring all such property is clearly named.
- 11.3 The School is not responsible for taking out insurance cover in respect of pupils' personal property.

#### **Change of ownership**

- 12 We reserve the right, for the purposes of constitutional changes or amalgamation, to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of the Contract Terms in connection with any such transfer and/or amalgamation.

#### **Third party rights**

- 13 Nothing in these Contract Terms or any changes thereto will create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999. This will not affect any rights of third parties that exist apart from under the Act.

#### **Jurisdiction and applicable law**

- 14 These Contract Terms are made at the School and are governed exclusively by English law.