



ORWELL PARK SCHOOL

Standard Terms and Conditions

The following terms and conditions have been accepted by the Governors of Orwell Park School and are effective from 1st September 2018.

1) Definitions – Unless the context otherwise requires:-

- (a) “parent(s)” means any one or more of the persons referred to in clause 4(c) below jointly and severally.
- (b) “School” means Orwell Park School Educational Trust
- (c) “Pupil” means the pupil named in the Acceptance Form.
- (d) “Term” means each of the three terms in the School’s year; Autumn, Spring and Summer. The duration of a term is determined by The Headmaster. The School Year is deemed to start on 1st September.
- (e) “Fees” means School Fees at the rate of which is set from time to time and current at the start of each term together with any extras. Fees include tuition, board, lodging and laundry and most games activities and any deposit paid and any scholarship or bursary which has become repayable. Extras include items reasonably incurred by a pupil or by the School on behalf of a pupil and for these purposes a pupil is the agent of the parents.
- (f) “Information sheet” means any written information that we send out to parents from time to time, which information, where it relates to any matter covered by these Terms and Conditions, shall be deemed incorporated herein.

2) Entry to Orwell Park

- (a) Formal Agreement – The offer of a place and the parents’ acceptance are or will normally be set out in the School’s Letter of Offer and the prescribed Acceptance Form signed by the parents and which will constitute a formal and binding agreement between the parents and the School. That agreement is made on the strict basis of and subject to these terms and conditions, which may be varied by the School from time to time and in its absolute discretion, as circumstances require. Unless earlier terminated in accordance with these Terms and Conditions, that agreement continues until the end of the final year at School. Entry to the School is at all times in the absolute discretion of The Headmaster.
- (b) School Rules and Discipline – By accepting the School’s Letter of Offer and signing the prescribed Acceptance Form, the parents and, through them, the pupil are undertaking to comply with all rules, regulations and customs in relation to the organisation, management and disciplines of the School from time to time. In addition, the parents and, through them, the pupil are confirming that they accept and will be bound by the School’s Behaviour Policy and disciplinary procedures which are set out, from time to time, in a separate document, any version of which,

from time to time, is hereby incorporated into and form part of these terms and conditions. The Headmaster 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 suspension or permanent exclusion of a pupil. The parents and the pupil will accept the authority of The Headmaster at all times.

3) Registration Fee and Deposits

- (a) Registration Fee – is payable and will not be refunded.
- (b) The Acceptance Deposit – is non-refundable and payable immediately upon and at the same time as the parents return the Acceptance Form to the school and no agreement between the parents and the School shall come into force and effect until after the Acceptance Deposit is paid.
- (c) The Acceptance Deposit is £500 for candidates whose parents reside within the jurisdiction of the Courts of England and Wales. The Acceptance Deposit is £750 for candidates whose parents reside outside the jurisdiction of the Courts of England and Wales. The school will retain the Acceptance Deposit without interest. For all pupils, the deposit will be refunded on the final bill in the July after the Summer Term after all extras have been paid.
- (d) Parents who have paid fees late or whose fees are overdue may also be required to pay a similar deposit. Parents who have given notice to withdraw a pupil may be required to pay a deposit against extras and any other liability. The same rules apply to Additional Deposits as those which apply to the Acceptance Deposit.
- (e) Bursary applications should be made in writing to the Bursar. The application can only be processed once the prospective pupil has completed the registration form.

4) Fees and Extras

- (a) When payable – no pupil should have the right to return to the School until fees have been paid, unless an extension of the time has been granted in writing by the Bursar (as to the granting of which the Bursar has an absolute discretion). Whether or not the School holds a deposit, fees are due and payable before the first day of Term. A pupil whose account has not been paid in full by that time may, at the start of the Term or any later date, be excluded from the School until full payment has been made. Extras and damage will be invoiced as they arise or at the end of the term when incurred.
- (b) Review of Fees – Fees are normally reviewed once per year. Any increase in fees will usually be decided upon at the Governors’ Meeting in the Summer Term and notified to parents before the end of the Summer Term; the right is reserved to increase fees at any time without notice and



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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 or is named in 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 a pupil and who has acquiesced (other than solely as supervising adult) in returning the pupil to the School.
- (d) **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.
- (e) **Instalment Arrangements** – If the School should agree to accept payment of part or all of the fees by instalments the same shall be regarded as an arrangement only which may be cancelled by the School on 15 days written notice to the parent and thereupon any amount of fees which (but for the instalment arrangement) would have been due and payable forthwith as a debt and the remainder of these terms and conditions shall apply accordingly.
- (f) **Scholarships and Bursaries** – Any scholarships and bursaries and any ex gratia awards or allowances which have been made may be withdrawn if in the opinion of The Headmaster and the Governors the aims and objectives of the scholarship or bursary are not being met and the right is reserved to require payment in full in the event of the pupil being withdrawn with or without notice or removed from the School.
- (g) **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. The School reserves the right of appropriation of all payments that are made on behalf of pupils belonging to the same immediate family.

5) Events requiring notice in writing

Parents must give notice in writing in the circumstances and in the manner described below.

- (a) **Cancelling Acceptance** – One term's written notice is required if parents are, for any reason, cancelling their acceptance of a place prior to the pupil entering the School or a term's fees will be payable in lieu.
- (b) **Withdrawal of the Pupil** – Parents must give one term's written notice before withdrawing the pupil from the

School or a term's fees will be payable in lieu. Notice must therefore be received on the first day of term for the pupil to be withdrawn at the end of the term. Notice is not accepted pro-rata over terms.

- (c) **Discontinuing an Extra** – A term's written notice is required if the pupil is discontinuing any course of tuition which has been or is normally charged as an extra.
- (d) **Change in Boarding** – Pupils are accepted for a boarding place on the basis that they will continue to board throughout their time at the School. A change from boarding to day status will normally be considered at the start of an academic year, subject to one term's written notice having been given. (Notice must therefore be received before the first day of the summer term if a change is to be considered for the following academic year.)
- (e) **Written Notice** – Notice must be given in writing to The Headmaster or the Bursar. Notice given verbally or given in writing by or to any other person will not count as good notice. Notice takes effect only when the School sends written confirmation of receipt.
- (f) **Waiver** – Any waiver of the requirements of this clause will be effective only when written and signed by the Bursar and if the Bursar accepts a provisional notice it is valid for only one term at a time and only if in writing.

6) Removal of a Pupil

- (a) **Circumstances** – In addition to the rights set in Paragraph 4(a) above, The Headmaster has the right to request parents to remove a pupil from the School where, in the opinion of The Headmaster, such is in the interest of the pupil and/or the School. Further and more specific rules and procedures relating to such removal will be found in the School's Behaviour Policy available online and on request. Where a pupil is accordingly removed from the School, the School shall not be obliged to pay any refund of fees for the balance of the Term when such request is made but, provided fees are being paid up to date, parents will not be liable to pay a term's fee in lieu of notice.
- (b) **Re-Admission** – A pupil who has been suspended or removed from School in accordance with the School's Behaviour Policy and for any reason shall not be readmitted without written permission of The Headmaster.

7) Recovery of Unpaid Fees

- (a) **Interest** – The right is reserved to charge interest at 2% per month or such other rate as seems to the Governors to be reasonable on unpaid fees including any fees in respect of which an instalment arrangement has been terminated.
- (b) **Costs** – All costs and expenses incurred by the School in the collection of unpaid fees, including the School's agents, administrative costs and any costs and disbursements paid to external solicitors instructed to act on behalf of the



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School should be recoverable from those persons set out in Paragraph 4(c) above as a debt due to the School from them forthwith upon such person(s) being notified of such costs and expenses in writing by the Bursar.

8) Special Circumstances

- (a) Court Orders and Precautions – The Headmaster must be notified in writing immediately of any court orders in relation to the child 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 Headmaster immediately and in writing and by a personal visit in case of urgency if the School is required to take any special precautions for the protection of the pupil or if circumstances arise such that any parent may be unable to pay fees in the future.
- (b) Emergency Medical Treatment – The parents hereby grant to The Headmaster authority to give consent in loco parentis to the carrying out of any emergency medical treatments or procedures which are certified by a medical practitioner to be necessary to the safety of the pupil.
- (c) Medical Supervision – The Headmaster 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 remain at the School without the consent of the School's doctor.
- (d) Specific Learning Difficulty – Prior to a child joining Orwell Park School parents are required to share with the School any reports, assessments or diagnoses of their child's specific learning difficulties including speech and language difficulties and behavioural difficulties. A formal access arrangement assessment is required for a child who may be eligible for examination conditions such as extra time or a scribe and this needs to be in date (currently assessments last for 26 months). The School will, on request, advise parents as to the type of assessment that would be most suitable.
- (e) Parent Absent from UK – If a parent is not normally resident in the United Kingdom or will be absent from the United Kingdom for more than 48 hours during term time, The Headmaster 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 Headmaster.
- (f) Complaints – Parents who wish to make a formal complaint in relation to the care, discipline or progress of a pupil must inform The Headmaster without delay and in writing.
- (g) Examinations – The School will enter a pupil for an examination only if The Headmaster is satisfied that such is in the best interests of the pupil. All pupils in Year 8 will sit internal Common Entrance exams and the fee will be added

to the school bill paid by parents.

- (h) Long weekends - At the start of long weekends, if a pupil is picked up later than 3.30 pm, parents will be charged £100 per hour. Similarly, at the end of a weekend, if a pupil is returned to school early, parents will be charged £175 for an early return (before 4 pm) or £100 if between 4pm and 6pm.

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 School or on the way to and from School or on any School sponsored activity away from the School. The School accepts no responsibility for the cost or value replacement or otherwise for the pupils' personal property.
- (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 that the copyright of work of which the pupil is the sole author shall vest in the pupil. The copyright of work produced in collaboration with others where the contributions of each author are not distinct shall be held by the joint authors as tenants in common. The School acknowledges the right of the pupil to assert his or her rights, generally, to be identified as the author of any such work.

11) General Conditions

- (a) Waiver – Any indulgence, relaxation or non enforcement by the School of any of its rights under these Terms and Conditions shall not act as a waiver of and be without prejudice to both the rights in question and all other provisions of these Terms and Conditions.
- (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 pupil's character, examinations (senior school application) 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 absolute 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



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run, to the situation of the School and any part of it and to any aspect of the School 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 – Each written communication shall be addressed to one or more individuals and sent by e-mail or by post. 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 of the last known address of the addressee.
- (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 – These Terms and Conditions and the agreement referred to herein shall be construed according to the laws of England and Wales and the parties to that agreement hereby irrevocably submit to the jurisdiction of the English and Welsh Courts.

including educational partner organisations, local authorities (when required) and our agents like solicitors and debt collectors (when required). The school will use your information in support of school business and legitimate interests including sending you emails, letters or phone calls relating to events and news at the School, as well as communications in order to progress and process your application. The information will be held in accordance with our data retention policy, which can be found here. Our privacy policy also details your rights you have in respect of the data you provide. The full Orwell Park privacy notice can be found on our website using the following link www.orwellpark.com/privacy-notice.

Registered Charity Number 310013

12) Data Protection

The School adheres to the Data Protection Act and General Data Protection Regulation (GDPR) and treats the confidentiality of personal and sensitive data very seriously and we ensure it is kept securely. There are three separate processes:

- (a) Enquiry Process – from prospective Pupils and parents the School collects personal data, solely for the purpose of processing an interest in the School and maintaining communications.
- (b) Registration Process – from prospective pupils and parents the School collects personal and sensitive data, solely for the purpose of processing an application to the School; there is a Registration Fee. Please see clause 3(a).
- (c) Post Acceptance Process – once the Acceptance Form has been signed, and the Acceptance Deposit paid, the School will request further personal and sensitive data for the purposes of the operations of a boarding school, to include academic and pastoral care, covering the following people: Pupils; Parents; Guardians; Bill payers; Friends and relations as nominated by the Parents or Legal Guardians. For the Registration and Post Acceptance process, by completing and signing the relevant forms, you are giving the School consent to hold and process, personal and sensitive data; the school shares information only when necessary

Terms of Acceptance

I/We have read and I/we accept the Terms of Acceptance between Orwell Park School and myself/ourselves.

Name of Child:.....

Signature of father:.....

Father’s printed name:.....

Signature of mother:.....

Mother’s printed name:.....

Date:.....

Please complete this page and return to The Registrar along with proof of i.d. and address (driver’s license or passport)