



## **Terms & Conditions**

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# Shrewsbury School

## Terms & Conditions

### A Introduction

1 **These Terms and Conditions** reflect the custom and practice of independent schools for many generations and together with the letter of offer, Conditions of Award (if applicable) the acceptance form and the fees list they form the basis of a legal contract for educational services. These Terms and Conditions are intended to promote the education and welfare of each pupil and the stability, forward-planning, proper resourcing and development of Shrewsbury School.

2 **Notice & Fees:** The rules concerning notice and fees are of particular importance and are set out **at Sections H and I** below.

3 **Managing Change:** Shrewsbury School, as any other, is likely to undergo a number of changes during the time your child is a pupil here. Please see **Section K** for further details of the changes that may be made and the consultation and notice procedures that will apply.

4 **Documents referred to:** Before accepting the offer of a place, parents and pupils receive a copy of the Annual Information Booklet. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions. Please now refer to **Section K**.

### B Terminology

5 **"The School"/"We"/"Us"** means Shrewsbury School as now or in the future constituted (and any assigns). The School is a registered charity governed by its Statutes under the Public Schools Act 1868.

6 **"School Governors"/"Governing Body"** means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School.

7 **"The Head"** is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head or of the Governing Body have been delegated.

8 **"The Parents"/"You"** means any person who has signed the **Acceptance of a Conditional Place Form** and/or **Confirmation of a Place Form** and/or who has accepted responsibility for a child's attendance at this School. The Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.

9 **"The Pupil"** is the child named on the Acceptance of a Conditional Place Form and Confirmation of a Place Form. The age of the Pupil will be calculated in accordance with UK custom.

### C Admission and Entry to the School

10 **Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. **"Admission"** occurs when Parents complete and return the Confirmation of a Place Form and pay the appropriate deposit. **"Entry"** is the date when a pupil attends the School for the first time under this contract.

11 **Equal Treatment:** The School is a mainstream, boarding and day school for boys and girls aged from 13-18 years. The School has a Christian ethos but welcomes staff and children from many different ethnic groups, backgrounds and creeds.

12 **Offer of a Place and Deposit:** A deposit ("Acceptance Deposit") as shown on the fees list for the relevant year will be payable when Parents accept the conditional offer of a place. The Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final

payment of Fees or other sums due to the School on leaving, unless stated otherwise in these terms and conditions or unless the Parents wish to donate the Acceptance Deposit to the School's Foundation. See also Clause 78.

13 **Additional Deposit:** For reasons of administration, the right is reserved to require payment by parents of an additional deposit (**Additional Deposit**), as shown on the fees list for the relevant year, in the case of a pupil whose normal residence is outside the United Kingdom and or EEA. The Additional Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless stated otherwise in these terms and conditions. See also Clause 80.

14 **Immigration:** The School currently holds a Child Student sponsor licence. The Parents must inform the Director of Admissions when returning a completed registration form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. 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 this School, and the Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a Child Student sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents. The Parents shall immediately inform the School of any intended or actual change in the Child's accommodation arrangements during their period of sponsorship. Please also see Clause 84.

## **D Pastoral Care**

15 **Meaning:** Pastoral care is a thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each pupil and the integrity of the house and School community.

16 **Our Commitment:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's

human rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others. The Parents agree that the Head has the right to require the Pupil to remain away from the School temporarily at the home of his / her Parents or education guardian pending the outcome of an investigation (see Clause 61); or if the Head considers that the Pupil's presence at the School presents a risk to him / her or to any other pupil.

17 **Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by Us must be notified to the School as soon as practicable. Parents will remain courteous and respectful at all times in their dealings with the School regardless of any complaint. A copy of the School's Complaints Procedure is provided to all parents. Parents will also be supplied with a copy of the procedure on request. **See also Clause 73 and Clause 68 below.**

18 **Pupil's Rights:** The Pupil, if he or she is of sufficient maturity and understanding, will have certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural or adoptive parents. If a conflict of interests arises between a Parent 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 Parent.

19 **Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare.

20 **Ethos:** The ethos of this School is such as to foster good relationships between members of the staff, the pupils themselves and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and Parents and we expect the same of the Pupil and Parents in relation to the School.

21 **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to

the Pupil if they are in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare. Parents also consent to their child participating in contact and non-contact sports and other activities as part of the normal School and extra-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

22 **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety or any change in the financial circumstances of the parent/s of a pupil awarded a bursary by the School; or if it is the Parents' intention 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 except when the Pupil is boarding at the School.

23 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) a pupil's rights of 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, teachers and other employees of the School may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's e-mail communications and internet use. The School's IT Acceptable Usage policies contain further information.

24 **Special Precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. Parents will also inform the Head in writing if they become separated or divorced. Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or of the School.

25 **Leaving School Premises:** We will do

all that is reasonable to ensure that your child remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if he or she leaves School premises in breach of School Rules. The School is not legally entitled to prevent a pupil aged 16 years or over from leaving School premises during School hours.

26 **Residence During Term Time:** Pupils, except when boarding, are required during term time and at weekends, exeats (permitted periods of time away from School) and half term, to be under the care and supervision of a Parent or legal guardian or with an education guardian acceptable to the School. The Head must be notified in writing immediately if the Pupil will be residing during term time under the care of someone other than a Parent, legal guardian or his/her education guardian.

27 **Communication with Parents:** The School will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person unless there is clear evidence of a contrary view. 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 74.

28 **Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.

29 **Education Guardians:** If the Pupil's parents ordinarily reside outside the United Kingdom they must before Entry appoint an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility for the Pupil when he/she is in the care of the Parents or the education guardian. The Parents and guardians of such pupils must make holiday arrangements, including travel to and from the School, well in advance. The Parents are responsible in each case for making suitable arrangements to appoint of an education guardian.

The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details. The Parents shall upon request provide such further information to the School as it reasonably requires to satisfy itself that the proposed appointment and or arrangements are suitable. Failure to provide such information upon request may constitute unreasonable behaviour. See Clause 68.

30 **Photographs:** The School may obtain and use photographs or images (including video recordings) of the Pupil for use in the School's promotional material such as the prospectus, the website or social media; press and media purposes; educational purposes as part of the curriculum or extra-curricular activities. Please see the School's privacy notice for more information about how the School uses photographs and videos of pupils. The School may seek specific consent from the Parents before using a photograph or video recording of the Pupil where the School considers that the use is more privacy intrusive. Where the Pupil is of sufficient maturity (usually when aged 12 years or older) we may seek the Pupil's specific prior consent in addition to or instead of the Parents' consent. We would not disclose the contact details of the Pupil without the Parents' consent. If the Parents do not want their child's photograph or image to appear in any of the School's promotional material they must make sure the Pupil knows this and must write immediately to the Head requesting an acknowledgement of their letter.

31 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type. The School Rules contain specific provisions relating to vehicles driven by School pupils.

32 **Pupil's Personal Property:** Pupils are responsible for the security and safe use of all their personal property and for property lent to them by the School.

33 **Insurance:** All pupils are covered by a Personal Accident Insurance whilst at School and during activities organised by the School. The cost of this is included in the Fees. Private Medical Insurance, which parents can opt to include as an Extra on their bill, is also available through

the School. Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises. Further information can be obtained from the Bursary.

34 **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 Parents or for loss or damage to property.

## **E Health and Medical Matters**

35 **Medical Declaration:** Parents will be asked to complete a form of medical declaration concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take a full part in the School's academic and sporting curriculum and outdoor activities, or has been in contact with infectious or contagious diseases.

36 **Medical Care:** In order that the best use may be made of the facilities and services provided under the National Health Service, every boarder must be registered on the list of the School Medical Officer while a pupil at the School. Parents must comply with the School Medical Officer's quarantine regulations as varied from time to time. Day pupils are expected to remain registered with their family's own General Practitioner.

37 **Dental Treatment:** The School does not provide routine dental treatment but a local Dental Surgeon has been retained to provide emergency or urgent dental treatment when necessary.

38 **Medical Examination:** All new pupils, day and boarding, will have a routine medical examination with the School Medical Officer (or other doctor appointed by him), usually during the first term at the School. Arrangements can be made on request for a parent to be present but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding (usually at 12+ years).

39 **Pupil's Health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers that necessary as a matter of professional judgement in the interests of the child and/or the School. The Pupil, if of sufficient age and

maturity, is entitled to insist on confidentiality, which can nonetheless be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.

40 **Medical Information:** Throughout a Pupil's time as a member of the School, the School Medical Officer shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, "need-to-know" basis.

41 **Emergency Medical Treatment:** The Parents authorise the Head or Housemaster to consent on behalf of the Parents to the Pupil's receiving emergency medical treatment where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents or a second emergency contact cannot be contacted in time.

## F Educational Matters

42 **Our Commitment:** Within the published range of the School's provision from time to time, we 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 their desired examination results or that results will be sufficient to gain entry to other educational establishments.

43 **Organisation:** The School reserves the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. This may be by online or other form of remote learning. We will endeavour to inform the Parents of significant changes to the curriculum and the reasons for them as soon as practicable. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes

among the pupils and may take into account management of friendship groups. Any parent who has specific requests or concerns about any aspect of their child's education or progress should contact the Housemaster or Housemistress, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a grave concern.

44 **Progress Reports:** The School monitors the progress of each pupil and reports regularly to Parents.

45 **Sex Education:** All pupils will receive health and life skills education including relationships and/ or sex education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish their child to take part in part or all of the sex education aspect of the curriculum. The Pupil cannot not be withdrawn from relationships education.

46 **Public Examinations:** The Head may, after consultation with a Parent and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the staff.

47 **Examination services:** The Head may, after consultation with the Parents and if appropriate the Pupil, decline to apply for access arrangements or post-examination services if, in their professional judgement it is considered not to be in the best interests of the Pupil or the examination cohort to do so.

48 **Reports and References:** Information supplied to Parents and others concerning the progress and character of the Pupil, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

49 **Learning Difficulties:** The School will do all that is reasonable in the case of each pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff are

not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

50 **Screening for Learning Difficulties:**

The screening tests available to Schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that the Pupil has a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves. The Parents agree to cooperate fully with any investigation of the Pupil's educational needs and refusal to do so may be regarded as unreasonable behaviour. See also Clause 68.

51 **Information about Learning Difficulties:**

Parents must notify the Head in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a learning difficulty or disability giving rise to a special educational need (e.g. dyslexia, dyspraxia, attention deficit disorder, visual or hearing impairment or any condition requiring the use of a wheelchair) and the Parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching where it is lawful to do so.

52 **Moving up the School:**

It is assumed that each pupil who satisfies the relevant criteria at the time will progress through the School and will ultimately complete the Upper Sixth Year. Parents will be consulted before the end of the Lent Term (in the Third Form or the Fifth Form) if there appears to be any reason why the Pupil may be refused a place at the next stage of the School. **Parents must give a term's notice in writing** (i.e. before the start of the Summer Term in the Third Form or the Fifth Form **in accordance with the Provisions about Notice (in section H) if they do not intend their child to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.**

53 **Intellectual Property:**

Where the Pupil creates a copyright work, including where the work is created jointly with a member

of staff or another pupil, the School may use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet, social media or public website.

54 **Pupil's Original Work:**

Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at School premises until, in our professional judgement, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. This does not prejudice the Pupil's or the Parents' right to access their personal data under data protection law. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head and staff.

55 **Consent for Educational Visits:**

A variety of educational visits will be provided for your child while a pupil here. Parents will be provided with relevant information in advance of educational visits. Unless the Parents specifically notify the School in writing that they do not wish the Pupil to take part in a specific educational visit, by signing the acceptance form or agreeing to be bound by these Terms and Conditions the Parents consent to the Pupil taking part in all educational visits. These include: visits (not including overnight or residential stays) which take place during the weekends or school holidays; or non-routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day; or adventure activities which may take place at any time. The Parents agree that the Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit.

56 **The Cost of Educational Visits:**

The cost of some educational visits will be charged as an extra and added to the bill. Educational visits overseas will be the subject of a separate agreement with Parents. The cost of the trip will be

payable in advance. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill.

## **G Behaviour and Discipline**

57 **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue. The Parents accept that the School's policies, procedures and regime may be subject to change at short notice, if in the opinion of the Head it is deemed appropriate to do so in the circumstances prevailing at the time.

58 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules.

59 **School Rules:** The School Rules which apply are available on request and summarised in the **Yellow Card**. Parents are requested to read this document carefully with the Pupil before they accept the offer of a place.

60 **School Discipline:** The Parents hereby confirm that they accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the School community as a whole. The School's sanctions system which is current at the time applies to all pupils at the School and at all times when they are on School premises, engaged in online or remote learning, or in the care of the School, or wearing School dress, or otherwise representing or associated with the School at any time, and also when day pupils are in the company of boarders at, or away from School premises, or outside School hours. The School's sanctions system shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or

well-being of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring the School into disrepute.

61 **Investigative Action:** An allegation, complaint or rumour of misconduct will be investigated in a fair and unbiased manner. The Pupil may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms. Arrangements may be made for the Pupil to be accompanied and assisted by an appropriate adult from the School during any interview. If considered necessary, the School may make arrangements for legal representation for the Pupil to be funded at the Parents' expense. In investigating a complaint or serious breach of discipline which could lead to suspension, expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below, all reasonable efforts will be made to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, unless the School is prevented from doing so. The Pupil may be asked to remain away from School pending the outcome of the investigation. The Parents or education guardian will be notified so that they can attend a meeting with the Head before a final decision is taken when permanent exclusion is being considered. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of his / her choice.

62 **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.

63 **Drugs & Alcohol:** The Pupil may be asked to undergo a drugs test under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

64 **Terminology:** In these Terms and Conditions "**Suspension**" means that the Pupil has been sent or released home for a limited period either as a disciplinary



sanction or pending the outcome of an investigation or a Governors' Review. "**Withdrawal**" means that the Parents have withdrawn the Pupil from the School. "**Expulsion**" and "**Removal**" mean that the Pupil has been required to leave ("**asked to leave**") the School permanently in the circumstances described below. "**Released home**" means that the Head has consented to the Pupil being away from School for a specified period of time. "**Exclusion**" means that the Pupil may not return to School until arrears of Fees have been paid.

65 **Sanctions:** The School's current policies on sanctions are available to Parents on the website and on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, gating or suspension, or alternatively being removed or expelled.

66 **Expulsion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of School discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision shall be subject to a Governors' Review if requested by a Parent. The Pupil shall remain away from School pending the outcome of the Review (see "Governors' Review" below).

67 **Fees after Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms, but the Additional Deposit (if paid) and the unspent balance of any lump sum prepayment will be refunded without interest less any sums owing to the School. There will be no charge to fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable.

68 **Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the Pupil, from boarding or permanently from the School, if, after consultation with the Pupil and/or Parent, the Head is of the opinion that the Pupil has committed a breach or breaches of School rules or discipline for which

Removal is the appropriate sanction; or by reason of the Pupil's conduct or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, or has developed a track-record at School of established non-compliance with the School's reasonable expectations in terms of the personal conduct of Pupils or if one or both of the Parents have treated the School unreasonably, including but not limited to if they have treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw the Pupil as an alternative to removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School. A Withdrawal under this clause is not subject to a Governor's Review. (see "Governors' Review" below).

69 **Fees Following Removal:** If the Pupil is removed or withdrawn in the circumstances described above, the rules relating to Fees and Acceptance Deposit shall be the same as for expulsion save that the Acceptance Deposit and the Additional Deposit will be refunded in full without interest less any sums owing to the School.

70 **Leaving Status:** The expression "leaving status" has reference to whether the Pupil has been expelled, removed or withdrawn, and to the record which will be entered in to the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Head with the Parents and, where appropriate with the Pupil, at the time of the Head's decision.

71 **Governors' Review:** Parents may ask for a Governors' Review of a decision to expel or require the removal of the Pupil from the School or from boarding (but not a decision to suspend the Pupil unless the suspension is for 11 School days or more, or would prevent the Pupil taking a public examination). **The request must be made as soon as possible and in any event within seven days of the decision being notified to the Parents.** Parents will be entitled to know the names of the Governors who make up the Review Panel and may ask for the appointment of an independent panel member nominated

by the School and approved by the Parents (approval not to be unreasonably withheld).

72 **Pupil's status pending Governors' Review:** The Head will advise the Parents of the procedure (current at that time) under which such a Review will be conducted by a panel of up to three Governors (including an independent member if requested). If Parents request a Governors' Review, the Pupil will be suspended from School until the decision to expel or remove has been set aside or upheld. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

73 **Complaints Procedures:** A complaint as described in Clause 17 above not involving a decision to expel or remove a pupil must be made in accordance with the School's published complaints procedure, a copy of which is on the website and available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

#### H Provisions About Notice

- see also section F "Moving up the School" and section G.

74 **Notice to be given by Parents** means (unless the contrary is stated in these Terms and Conditions) **a term's written notice** by: both Parents; or one of the Parents with the prior written consent of the other Parent; and in either case the prior written consent of any other person with Parental Responsibility where appropriate before the first day of term **addressed to and received by the Head personally** or signed for by the Head's secretary or the Bursary on the Head's behalf. It is expected that parents will consult with the Head before giving notice to withdraw the Pupil. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.

75 **Provisional notice** is valid only for the term in which it is given and only when written and accepted in writing by the Head personally or the Head's deputy duly authorised for this purpose.

76 **Fees in lieu of notice** means Fees in full

for the term of notice at the rate applicable for the next term following termination by the Parents on less than one full term's notice, or the Pupil is excluded for more than 28 days for non-payment of Fees as set out in Clause 90. Fees in Lieu of notice is not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. The Parents acknowledge that the requirement to pay one term's Fees in lieu of notice is necessary to promote financial stability at the School and to enable it to plan its staffing and other resources

77 **"A term's notice"** to be given by Parents means notice given before the first day of a term and expiring at the end of that term. A term's notice must be given **in writing** if the Parents **wish to cancel a place** which they have accepted, or if Parents **wish to withdraw a pupil** who has entered the School; or if, following the GCSE year or AS Level year, **the Pupil will not return for the following year** even if he/she has achieved the required grades; or **the Pupil wishes to discontinue extra tuition**. Two terms' notice must be given in writing if the Parents wish to request that the Pupil move from being a boarder to a day pupil. Such a change must be approved in writing by the Head personally or the Head's deputy duly authorised for this purpose.

78 **Cancel or Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil enters the School or where the Pupil does not enter the School. Please see Clause 10 for details of when Entry to the School occurs.

79 **Withdraw or Withdrawal:** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice required under these *Terms and Conditions* at any time after the Pupil has entered the School. Please see Clause 10 for details of when Entry to the School occurs.

80 **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 between offer and acceptance the Parents have the right to cancel this agreement at any time within 14 days of the day after We receive Your completed and signed acceptance form. In such circumstances the

Acceptance Deposit and the Additional Deposit, if paid, will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement.

81 **Prior Consultation:** It is expected that a parent or duly authorised education guardian will in every case consult personally with the Head or with the Head's authorised Deputy before notice of withdrawal is given.

82 **Termination by the Parents:** Except when the Pupil is to leave at the end of the Upper Sixth Year or Clause 83 below applies, if the Parents wish to Withdraw the Pupil or Cancel and terminate this contract at any time or after the expiry of the 14 day cancellation period described in Clause 81 above if applicable they shall do so either by: Providing at least one term's written notice. If the Parents Cancel by providing at least one term's written notice the School shall retain the Acceptance Deposit; or paying one term's Fees in lieu of notice. The School reserves the right to offset the Additional Deposit, if paid, against the term's Fees in lieu of notice.

83 **Cancelling a place offered in the Term before Entry:** If the offer of a place is made within a term of Entry, the Parents may Cancel and terminate this contract by notifying the School in writing at any time before Entry but they shall pay one term's Fees at the rate payable for the term of Entry, less the Acceptance Deposit, payable as a debt. The School reserves the right to offset the Additional Deposit, if paid, against the term's Fees.

84 **Discontinuing Extras:** A term's written notice is required to discontinue extra tuition or a term's Fees for the extra tuition will be immediately payable in lieu as a debt.

85 **Termination by the School:** The School may terminate this agreement **on one term's written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal.** The School would not terminate the contract without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding), and would offer the Parents a Governors' Review of a decision to terminate. The Acceptance Deposit and the Additional Deposit (if paid) would be refunded without interest less any outstanding balance of the account. 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 or, in the case of a Pupil who holds a Child Student visa on the basis of sponsorship by the School, where Parents have arranged accommodation for the Pupil which does not meet the requirements of the Child Student Immigration Rules; or immediately where after seven days from the School requesting that they do so Parents have not made arrangements which the School considers are suitable with an education guardian or accommodation provider.

## I Fees

86 **Meaning:** "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: **Registration Fee; Acceptance Deposit; Additional Deposit; Day Fees; Boarding Fees; Fees for extra tuition;** external exam fees; learning support lessons, **other extras** such as English as an additional language lessons, House charges, clothing and equipment, photographs and other items ordered by the parent or the Pupil and **charges arising in respect of educational visits,** and **damage** where a pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) and **late payment charges** if incurred.

87 **Payment:** The Parents jointly and severally undertake to pay the Fees applicable in each School year directly to the School. Fees for each term are due and payable as cleared funds before the commencement of the School term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.

88 **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.

89 **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if the Pupil is released home after public examinations

or otherwise before the normal end of term (provided that the School remains open to the Pupil should he or she wish to stay at School during that period); or for any cause other than exceptionally and at the sole discretion of the Head in a case of genuine hardship or where there is a legal liability including liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (**set out in Section G above**) would apply if the Pupil is expelled or removed, i.e. asked to leave. **See also Section J** for information about the rules on events beyond the control of the parties.

90 **Exclusion for Non-Payment:** The School may exclude a pupil by providing written notice if at any time Fees are overdue for payment or if the Parents fail to provide information reasonably requested by the School about the identity of the payer of any Fees or the source of the funds. Notice shall be deemed to have been given: if sent by first class post, on the second day after posting; if sent by email, on the day after sending. Exclusion on these grounds is not a disciplinary matter and the right to a Governors' Review will not normally arise but the Chairman of Governors has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the Parents. The School may also withhold any information, character references or property while Fees remain overdue where it is lawful to do so. **A pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice** twenty-eight days after exclusion. (Then a term's Fees in lieu of notice will be payable in accordance with the **Provisions about Notice** in **Section H**.)

91 **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 at up to 1.5% per month accruing on a daily basis. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. 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.

92 **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.

93 **Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.

94 **Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent) 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 Bursar. The School reserves the right to refuse a payment from a third party.

95 **Instalment Arrangements:** An agreement by the School to accept payment of current and / or past and /or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

96 **Composition Schemes** under which a lump sum prepayment for between one and five years is made by or on behalf of the Parents will be the subject of a separate contract which will provide, among other conditions, for a refund of the unused part of the prepayment in the event of the Pupil's leaving earlier than expected. Fees in lieu of notice (where applicable) and any other sum due and owing to the School at that time will be deducted from the sum to be refunded.

97 **Scholarships & Bursaries:** Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents' treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be

notified to Parents at the time of offer. The value of a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed.

98 **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If less than a term's notice is given of a Fee increase greater than 8%, notice of withdrawal given within 21 days after notice of the increase was received will not incur a term's fees in lieu of notice and the Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest.

99 **Money Laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

## **J Events beyond the control of the Parties**

100 **Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, drought, earthquake or other natural disaster, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation, provided always that the inability of either party to pay any amount required under this agreement shall not be a Force Majeure Event.

101 **Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party (the Affected Party) shall as soon as reasonably possible notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

102 **Continued Force Majeure:** The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If a Force Majeure Event continues for a period greater than 90 days from the date of notification, the Affected Party who has provided notification under Clause 102 above shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

103 **Termination:** If the Force Majeure

continues for a total period greater than 120 days from the date of notification, the party in receipt of notification under Clause 102 may terminate this contract by providing at least three working days' notice in writing to the other party.

## **K General Contractual Matters**

104 **Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.

105 **Variations:** these Terms and conditions, the Conditions of Award (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School.

106 **Data Protection:** The School has a privacy notice which explains how the School will use the Parent's and the Pupil's personal data. The privacy notice is provided with the letter of offer. The privacy notice is also published on the School's website. The Parents must read this privacy notice in full before signing the acceptance form. The Parents must show the Pupil a copy of the privacy notice and discuss it with him / her before accepting the offer of a place.

107 **Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the structure of Houses, in the curriculum and the size and composition of classes, and in the School Rules and Regulations, the disciplinary framework, and the length of School terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

108 **Consultation:** It is not practicable to consult with parents and pupils over every

change that may take place. If practicable parents will be consulted and given at least a term's notice before the implementation of a change the School deems to be significant.

109 **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 Head that the information is accurate before returning a completed acceptance form to the School.

110 **Third Party Rights:** Only the School and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.

111 **Consumer rights:** Care has been taken to use plain language in these Terms and Conditions and to explain the reason for any of the terms that may appear one-sided. If any word/s, 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 to the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' statutory rights.

112 **Interpretation:** These Terms and Conditions supersede those 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. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.

113 **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.

**Shrewsbury School**

**The Governing Body of Shrewsbury School  
is incorporated under the**

**Public Schools Act 1868**

**Office: The Schools, Shrewsbury SY3 7BA**

**Registered Charity No: 528413**

**June 2023**