

# Terms and Conditions of Admission



## DOCUMENT CONTROL

Date Reviewed/Revised:	June 2020
Ratified by Governors:	1 July 2020
Date of Next Review:	June 2021
Committee	F&GP



# Teesside High School Terms and Conditions of Admission

## 1. Definitions

In these Terms and Conditions:

### Acceptance Fee

The Fee of £100.00 payable on acceptance of an offer of a place for the Child at the School.

### Acceptance Form

The form provided by the School for Parents to complete when accepting a place for their Child at the School

### Behaviour Policy

A non-exhaustive statement of standards of conduct that the School considers acceptable published on the School's website and as may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School.

### Child

A child of whatever age admitted by the School to be educated and includes any pupil aged 18 or under.

### Complaints Procedure

The School's procedure for the review of the treatment of serious disciplinary matters and related decisions published on the School's website as may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School.

### Deposit

The sum of £300.00.

### Fees

The School's fees as set out in the Schedule of fees.

### Head

The person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated.

### Nominated Email Address

Such email address (if any) as shall be notified by You to the School on the Registration Form or as You may otherwise notify the School in writing from time to time.

### Offer

An offer made in writing by the School offering a place at the School.

### Registration Form

The form provided by the School for Parents to complete and submit to the School to apply for a place for their Child at the School.

### Schedule of Fees

The schedule of Fees published on the School's website as may be amended by the School from time to time, a copy of which is sent to Parents together with the letter offering a place at the School.

### Term

A term of the School as notified to Parents from time to time.

### Terms and Conditions

These terms and conditions as amended from time to time.

**We or the School** means Teesside High School Limited or its duly authorised representative, as the context requires.

**You or the Parents** means each person who has signed the Registration Form and the Acceptance Form as a parent or guardian of a Child, or a person who, with the School's consent, replaces a person who has signed the Registration Form and the Acceptance Form.

The Registration Form, the Acceptance Form, the Behaviour Policy, the Complaints Procedure and these Terms and Conditions constitute the terms of a contract between You and the School. It is not intended that the terms of the contract shall be enforceable by Your Child or by any other third party.

## **2. Registration and Acceptance**

Upon completion of the Registration Form and a place becoming available, the School may send You an Offer enclosing an Acceptance Form and a Schedule of Fees as well as copies of the current Behaviour Policy and Complaints Procedure.

Should You wish to accept the Offer You must complete the Acceptance Form and return it to the School together with the Acceptance Fee.

These Terms and Conditions shall apply to the payment of the Acceptance Fee.

If an Offer has been accepted and the Acceptance Fee has been paid You shall be required to give one full Term's notice if Your Child does not take up the place.

When Your Child joins the School the Acceptance Fee will be refunded by way of a credit against the invoice raised in respect of the Fees for Your Child's first Term at the School.

The Acceptance Fee is not refundable if the Child does not take up the place offered.

The Deposit is payable when Your Child joins the School and may be added to the invoice raised in respect of the Fees for Your Child's first Term at the School.

The Deposit will be held by the School as agent for itself and may be used by the School as part of the general operating funds of the School.

On Your Child leaving the school, You may request that the balance (if any) of the Deposit (after deduction of payments for any outstanding items) be paid back to You, without interest, when the final invoice of Fees payable in respect of the Child has been paid.

Any such request must be made by You in writing within the period of 12 months from the date at the end of the Term in which Your Child left the School.

Should You wish to donate the Deposit to the School to promote the general development of the School the option of Gift Aiding the Deposit exists. If You do not make a written request for the balance of the Deposit to be paid back to You within the period of 12 months from the date at the end of the Term which Your Child left the School, You hereby consent to the Deposit being donated to the Teesside High School Foundation.

Any Offer of a place made to a Child is conditional upon satisfactory references being received by the School. The School reserves the right to terminate this Agreement immediately in the event that references are not received to the satisfaction of the Head in which case the Acceptance Fee shall be retained by the School but the School shall refund to You any balance of any Fees that have been paid to the School but not ancillary payments in respect of costs or liabilities incurred by School including but not limited to music teacher fee's, school trip fees etc. Any such refund shall be pro-rated in relation to the remaining number of School days in the relevant Term.

## **3. School Fees**

All the costs incurred in the usual course of the education of Your Child by the School, including the provision of any necessary educational materials and the costs as outlined in the Schedule of Fees, shall be met by the Fees unless otherwise notified by the School.

Any additional activities or services which You agree in advance, in particular, all public examination charges and provisions by the School for the special educational needs of Your Child shall be payable by You, in addition to the Fees, on or before the due date for payment specified by the School from time to time.

## **4. Joint and Several Liability**

Each person who has signed the Registration Form and the Acceptance Form is jointly and severally liable for the whole of the Fees due and any other charges. This liability will remain unless the School expressly agrees in writing to look exclusively to any other person for payment of the Fees or other charges or any part of them.

## **5. Payment of School Fees**

Each invoice for Fees (and any other sums due to the School) will be raised at the end of each Term in respect of the following Term and must, be paid **no later than the first day of the Term** for which the Fees are due.

Details of direct debit schemes for the payment of Fees by instalments are available from the School Finance Manager on request.

Where Parents are based overseas, a deposit equal to one full Term's Fees will be invoiced in addition to the current Term's Fees and will be due for payment on the first day of the Term in which the pupil starts School. This deposit is refundable upon the pupil leaving the School in accordance with clause 2.

## **6. Review of School Fees**

The level of Fees will be reviewed from time to time (usually annually) and may be increased by such amount as the Governors of the School consider reasonable. Not less than half a Term's notice in writing of any proposed increase in Fees for the following Term onwards will be given to Parents.

## **7. Unpaid School Fees etc.**

While any sums due to the School remain unpaid in whole or in part or where there has been persistent default in relation to the payment of Fees (or any other sums due to the School), the School may, by notice in writing to You, immediately terminate this Agreement, exclude Your Child from School and withhold any references until payment of all such sums is made in full. The School reserves the right to exclude Your Child's participation in extra-curricular activities which require payment e.g trips, music lessons etc. whilst any such sums remain unpaid.

Any agreement by the School to accept payment of Fees by instalment will cease automatically in the event of any default of 30 days or more. On ceasing, the full amount of Fees shall then become payable immediately.

If You fail to pay the Fees in accordance with clause 5 or any other sum due to the School on or before the due date for payment, the School may in its absolute discretion and without prejudice to any other rights which it may have, charge You, on a full indemnity basis, for any administrative, legal or other costs incurred by the School in obtaining payment of such sums together with interest on the amount unpaid, at an annual rate equal to 4% above the base lending rate from time to time in force of Barclays Bank PLC from the due date of payment until the date of actual payment which shall accrue at such rate after as well as before any judgment.

## **8. Bankruptcy**

If the Parents (or any one of them) make a voluntary arrangement with their creditors or become bankrupt then without prejudice to any other right or remedy available to the School, the School may by notice to You cancel this agreement immediately.

## **9. Pupil Absence**

Fees and prepaid supplemental charges will not be refunded as a result of absence due to illness or otherwise. This includes periods of study leave spent at home.

## **10. Entry Requirements**

Children will be required to meet the School's initial entry requirements before being offered a place. Entry from the Preparatory School to the Senior School is not automatic and is subject to Your Child successfully completing an entrance test and otherwise meeting the required educational, behavioural and other standards of the School as determined from time to time.

Similarly, entry from the Senior School to the Sixth Form is not automatic and is subject to Your Child meeting the required educational, behavioural and other standards of the School as determined from time to time. The School may await GCSE results before confirming entry to the Sixth Form.

The Head shall determine, at his or her absolute discretion, whether or not Your Child has attained the necessary entry requirements either on initial entry or on transfer to the Senior School or the Sixth Form. Where an existing pupil of the School is (at the absolute discretion of the Head) deemed not to have achieved the required educational, behavioural or other standards for entry into the Senior School or, as the case may be, the Sixth Form, the School shall, as soon as reasonably practicable, give notice to this effect in writing to You. Such notice will specify the date on which this agreement will terminate but the School shall be entitled to terminate the agreement immediately in these circumstances.

The School shall refund to You any balance of any Fees that have been paid to the School but not ancillary payments in respect of costs or liabilities incurred by School including but not limited to music teacher fee's, school trip fees etc. Any such refund shall be pro-rated in relation to the remaining number of School days in the relevant Term.

### **11. Scholarships and Bursaries**

All scholarships and bursaries are subject to the maintaining of high standards of behaviour, attendance, participation and academic progress. The terms of a scholarship or bursary and in particular the terms upon which benefits may become repayable are set out in the letter of Offer to Parents.

### **12. Notice Requirements**

Notice of withdrawal of Your Child must be given by You in writing to the Head no later than the last day of the previous Term at the end of which it is intended that the Child will leave the School. In the event that a shorter period of notice of withdrawal of Your Child is given You will be liable to pay the Fees for the following Term in full. Notice will be acknowledged in writing by the Head within 7 School working days of receipt, and notice should not be considered as received by the Head, until it has been acknowledged in writing.

For the avoidance of doubt, the requirement to give a full Term's notice from the last day of the previous Term remains in force throughout all years at Teesside High School, from Nursery to Year 13. There is no natural break in this requirement.

For discontinuing any subject or activity, notice in writing must be given by You at the beginning of the Half-Term at the end of which it is intended that the subject or activity will be discontinued. In the absence of such notice a full Term's Fees or other charges will be levied.

### **13. School Expectations**

It is a condition of remaining at the School that you and Your Child complies with the Behaviour Policy and also meets the School's reasonable behaviour expectations.

The School may, subject to applicable data protection legislation, monitor Your Child's email communication, internet use and use of social media. We may do this for various reasons, including ensuring compliance with the Behaviour Policy, or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

The use of any form of audiovisual recording equipment in School including a camera facility attached to a mobile telephone is strictly forbidden unless it is for the purposes of education and properly supervised by a teacher. The School reserves the right to confiscate any such equipment being used on the School's premises and may require Parents to collect such equipment.

### **14. Disciplinary Procedures**

The Head may at his or her absolute discretion require You to remove or may suspend or expel Your Child from the School if (s)he considers at his or her absolute discretion that Your Child's attendance, progress or behaviour (including behaviour outside of School) is seriously unacceptable and such action is in the School's best interests, or those of Your Child or other Children.

The Head may at his or her absolute discretion require You to remove or may suspend Your Child if Your behaviour is, in the opinion of the Head, unreasonable and affects or may affect adversely Your Child or other Children's progress at the School or the well-being of the School staff or brings or may bring the School into disrepute.

Should the Head exercise such discretionary rights as set out in this clause 14 there will be no entitlement to refund or remission of any Fees or supplemental charges and the Acceptance Fee will be forfeited. However Fees in lieu of notice will not be payable.

The Behaviour Policy sets out examples of offences likely to be punishable by expulsion or suspension. These examples are not exhaustive and in particular the Head may decide that suspension or expulsion for a lesser offence is justified if there has been previous misbehaviour or an unacceptable number of lesser offences. All aspects of the Child's records at the School may be taken into account.

The review of serious disciplinary matters is governed by the Complaints Procedure.

## **15. The School's Obligations**

Subject to the above Terms and Conditions, the School undertakes to accept Your Child as a pupil of the School from the time of joining until the end of his/her schooling. While Your Child remains a pupil of the School we undertake to exercise reasonable skill and care in respect of Your Child's education and welfare. This obligation will apply during School hours and at other times when Your Child has permission to be on School premises or is participating in activities organised by the School. We cannot be held responsible for the welfare of Your Child off School premises unless he/she is taking part in a School activity or is otherwise under the supervision of a member of the School staff.

In order to fulfil the Schools obligations we need Your co-operation, in particular by:

- Fulfilling Your obligations under these Terms and Conditions
- Encouraging and supporting Your Child in his/ her studies.
- Keeping us informed of matters which affect Your Child.
- Maintaining a courteous and constructive relationship with School staff.
- Attending meetings and keeping in touch with the School where required.

We undertake not to subject Your Child to physical punishment, or to physical contact except where this is appropriate to maintain good order or for Your Child's safety.

Should Your Child require urgent medical attention whilst under School care the School will, if practicable, attempt to obtain Your prior consent. Should the School be unable to contact You or, should the urgency of the situation be such that it is not practicable to seek Your prior consent, You authorise the School to take such action as the School in its absolute discretion shall determine necessary. This includes the giving of consent on Your behalf, should consent be required for urgent treatment including anaesthetic or operation on the recommendation of a qualified medical practitioner.

We shall monitor Your Child's progress at School and produce regular written reports.

We shall advise You if we have concerns about Your Child's progress or behaviour. We do not undertake to diagnose dyslexia or any other conditions.

You may be required to withdraw Your Child if in the opinion of the Head, the School cannot provide adequately for Your Child's special needs. In such circumstances the School shall refund to You any balance of any Fees that have been paid to the School but not ancillary payments in respect of costs or liabilities incurred by School including but not limited to music teacher fee's, school trip fees etc. Any such refund shall be pro-rated in relation to the remaining number of School days in the relevant Term.

Religious observance will be conducted in accordance with any Religious Observance policy, as may be implemented by the School and amended from time to time.

## **16. Force Majeure**

In this agreement "force majeure" shall mean any cause beyond a party's control, including for the avoidance of doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination.

In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give You notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues. The School shall use its best endeavours during the continuance of the force majeure to provide educational services.

If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify You of the steps it shall take to ensure performance of the agreement.

## **17. The Parents' Obligations**

It is a condition of Your Child becoming a pupil of the School that You provide a completed medical questionnaire in respect of Your Child.

You undertake to inform the School of any health or medical condition, disability or allergy that Your Child has or subsequently develops, whether long term or short term, including any infections.

You undertake to inform the Head of any situations where special arrangements may be needed for Your Child.

You undertake to inform the Head should Your Child be residing other than with a person who has parental responsibility.

When there is more than one Parent, the School will be entitled (unless expressly advised in writing otherwise) to treat any communication from either Parent as having been given by both Parents. Unless otherwise agreed in writing, the School is entitled to treat any communication by the School to either Parent as having been made to both Parents.

The Head must be advised of any reason for Your Child's absence from School and wherever possible, the Head's prior consent should be sought.

The School will advise the local Children Missing Education Team about any pupil who leaves the School without notifying the School in writing of the arrangements that have been made for the pupil's future schooling.

The School will assist the Local Authority if it so requested in tracing missing pupils. Any such request will be made in accordance with the latest applicable data protection legislation, to process the data which is necessary to enable the Local Authority to exercise every avenue to trace a missing child.

If You have cause for concern as to a matter of safety, care, discipline or progress of Your Child, You must inform the Head without delay.

Complaints should be made in accordance with the Complaints Procedure.

## **18. Insurance**

The School will not be liable for any loss You or Your Child may suffer resulting from loss, theft or damage to Your or Your Child's property whilst at School.

You must make Your own insurance arrangements for Your Child's property while at School. Your Child is included in the School's personal accident insurance scheme.

## **19. How we may use Personal Information: References, Confidentiality and Data Protection**

- (a) We may supply information and a reference in respect of Your Child to any educational institution which you propose Your Child may attend. Any reference supplied by us will be confidential. We will take care to ensure that all information that is supplied relating to Your Child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss You are or Your Child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- (b) We will need to use information relating to Your Child, and to You, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and video recordings, both whilst Your Child is at the School and after he or she has left, for the purposes of:
- (i) managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with You;
  - (ii) promoting the School to prospective pupils/parents;
  - (iii) publicising the School's activities; and
  - (iv) communicating with the school community and the body of former pupils

In respect of (ii), (iii) and (iv), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website and (where appropriate) the School's social media channels.

- (c) You are required to update us of changes to information held, or in circumstances relating to, You and/or Your Child. You must:
- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) You and/or Your Child that is held by the School; and
  - (ii) inform the School of any change to You or Your Child's circumstances (including, where applicable, in connection with Your Child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) You or Your Child that has previously been notified to the School, including relevant contact details.
- (d) In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system for immigration purposes, you consent to us notifying and/or supplying information relating to You and/or Your Child's right to enter, reside and/or study in the United Kingdom to the United Kingdom Visas and Immigration (UKVI) unit of the Home Office (and to do so whether we actually sponsor Your Child or not).
- (e) We will send information (e.g. school reports) about Your Child to both of You as a matter of course. You agree that those persons who have parental responsibility for Your Child are entitled to receive certain information about Your Child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 1998 (as amended or superseded)).
- (f) Data Protection Law. The School will process personal data about You and Your Child in accordance with the Data Protection Act 1998 (as amended or superseded, including from 25 May 2018 the General Data Protection Regulation) and other related legislation. We will process such personal data:
- (i) as set out in this Clause 19, and in the School's '*Privacy Policy*' which is available on the School's website as may be amended from time to time;
  - (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
  - (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the School's purposes

## **20. Intellectual Property Rights**

We shall recognise any intellectual property rights vested in Your Child.

## **21. Changes in Ownership**

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

## **22. Communication**

All notices given under these Terms and Conditions will be given in writing; delivered personally or sent by post, or sent to you by email correspondence. Communications (including notices) will be sent by the School to Your address(es) shown in its records, either postal or email.

You undertake to notify the School of any change of address.

Notices that You are required to give under these Terms and Conditions must be addressed to the Head and sent to the School's address.

If sent by first class post, notice shall be deemed to have been given on the second business day after posting. In accordance with Clause 12, notice should not be considered as received until it has been acknowledged in writing by the Head.

## **23. Interpretation**

**Headings in these Terms and Conditions are for ease of understanding and do not form part of these Terms and Conditions.**



**24. Third party rights (excluding all third party rights)**

No one other than a party to this agreement shall have any right to enforce any of its terms.

**25. Jurisdiction and Governing Law**

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

**26. Variations**

We reserve the right to change or add to these Terms and Conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The current Terms and Conditions will be available on the School website.

**27. Prospectus, publicity and photographs**

The prospectus and School website aim to set out some of the details of the School, its history and facilities. While accurate at the time of production, nothing contained in the prospectus or website shall form any agreement between the School and You, and You confirm that You have not relied solely on any content from the prospectus and School website in your application.

When you sign the form to opt in for photographs of Your Child to be used in marketing and publicity, you accept that the life of such publications may extend beyond the period during which Your Child is a pupil at the School. Consent can be withdrawn at any time for future marketing publications by writing to [info@teessidehigh.co.uk](mailto:info@teessidehigh.co.uk).

**28. Availability of policies**

All current policies which have been ratified by the Board of Governors, are available from the school. All regulatory documents are available on the school website, together with information of other policies available on request.