

# Tonbridge School

## Terms and Conditions

### 1. Definitions

#### (a) In these terms and conditions

"Acceptance Form" means the form provided by the School for parents to complete when accepting a place for their son at the School;

"boy" means a boy of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

"the Complaints Procedure" is the School's procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School;

"Memoranda" means a guide to conduct and the rules of the School, a copy of the current version of which is provided to each boy on entry and is sent to parents with the letter offering a place at the School, as those rules 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. Parents will be given notice of such amendments;

"term" means a term of the School as notified to parents from time to time;

"a term's notice" means notice given not later than the first day of the term preceding the term to which the notice relates;

"terms and conditions" means these terms and conditions as amended from time to time;

"we" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires;

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a boy or a person who with the School's written consent replaces a person who has signed the Acceptance Form.

#### (b) The Acceptance Form, the Memoranda and the Complaints Procedure and these Terms and Conditions constitute the terms of a contract between you and Tonbridge School (Company No 4787097). It is not intended that the terms of the contract shall be enforceable by your son or by any other third party.

2. **Acceptance** An offer of a place for your son at the School is accepted by your completing the Acceptance Form.

3. **School Fees**

(a) All the costs incurred in the usual course of the education by the School of your son shall be met by the fees unless otherwise notified by the School.

(b) Any extra-curricular activities such as private music lessons, trips, House accounts and visits in which you agree in advance your son may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examinations shall be charged as supplemental to the fees.

(c) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained the prior written consent of both the School and the remaining parent.

If your son has been awarded a scholarship, supplementary bursary or Foundationer Status, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn if, in the opinion of the Headmaster, a boy's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.

(d) Each invoice, including supplemental charges, must be paid in full before the first day of term, normally by Direct Debit. Alternatively, parents may participate in the School's Fees in Advance Scheme, or make payment through a commercial arrangement with Holmwoods Termtime Credit (monthly Direct Debit). Further details will be supplied on your son's entrance to the School or by prior application to the Bursar.

(e) We reserve the right to refuse to allow your son to attend the School or to withhold any references or external examination certificates while fees remain unpaid or there is a persistent default in relation to supplemental charges. We may make an interest charge of 2 percent per month (compound) above the base rate for the time being of Lloyds TSB on late payment. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.

- (f) The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the Governors consider reasonable. Notice of an increase in the fees will be sent to you prior to the end of the term before the increase is to take effect.
- (g) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes weekend leave, study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.

#### **4. Notice Requirements**

- (a) If you wish:
  - (i) to withdraw your son from the School (other than at the normal leaving date); or
  - (ii) with the School's consent, to change your son's place at the School from a boarding to a day place

you shall either give a term's notice to that effect or shall pay to the School a term's fees or, as the case may be, the difference between the boarding or termly boarding and the day or weekly boarding fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

- (b) If you wish to withdraw your son from an activity charged for as supplemental, you shall either give a term's notice to that effect or shall pay to the School a term's charges for the activity in which your son has ceased to participate.
- (c) The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your son or by your son ceasing to participate in an activity part-way through a term.

#### **5. The Memoranda (School Rules)**

- (a) It is a condition of remaining at the School that your son complies with the Memoranda as amended from time to time
- (b) The School may undertake drugs testing of boys in accordance with its drugs policy as set out in the Memoranda.

- (c) The School reserves the right, subject to applicable data protection legislation, to monitor your son's email communication and internet use for the purpose of ensuring compliance with the associated school rules.

## **6. Disciplinary Procedures**

- (a) The attention of parents is drawn to the school's 'Behaviour Policy', published in the Parents' Handbook and elsewhere. This policy is intended to ensure an acceptable standard of behaviour in and around school and on any school activity. It puts emphasis on the positive behaviour to be expected and rewarded as well as setting out sanctions to be imposed in the event of misbehaviour.
- (b) The Headmaster may at his discretion suspend your son temporarily or require him to leave or expel him from the School, in accordance with that Behaviour Policy, if he considers that your son's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Headmaster the removal is in the School's best interests or those of your son or other boys.
- (c) Should the Headmaster exercise his right under sub-clause 6(a) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.
- (d) The review of serious disciplinary matters is governed by the Complaints Procedure.

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

- (a) Subject to these terms and conditions, the School undertakes to accept your son as a pupil of the School from the time of joining the School until the end of his schooling.
- (b) While your son remains a pupil of the School, we undertake to exercise due skill and care in respect of his education and welfare. This obligation will apply during school hours and at other times when your son is participating in activities organised by the School.
- (c) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your son in his studies, and giving appropriate support at home; keeping the School informed of matters which affect your son; and attending meetings and otherwise keeping in touch with the School where your son's interests so require.

- (d) We undertake not to subject your son to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your son's safety or otherwise. Unless you notify us to the contrary, you consent to your son participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (e) If your son requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthesia or operation) recommended by a doctor.
- (f) We shall monitor your son's progress at the School and produce regular written reports. We shall advise you if we have any concern about your son's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your son without being charged fees in lieu of notice if in the opinion of the Headmaster the School cannot provide adequately for your son's special educational needs.
- (g) Religious observance at the School shall be conducted in accordance with the School's Prospectus.

#### **8. The Parents' Obligations**

- (a) It is a condition of your son's joining the School that you complete and submit to the School a medical questionnaire in respect of your son. You undertake to inform the School of any health or medical condition, disability or allergy that your son has or subsequently develops, whether long-term or short-term, including any infections.
- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your son.
- (c) The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of both such persons. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to both of them.
- (d) Your son's Housemaster must be informed in writing of any reason for your son's absence from School. The School's prior consent should be sought for planned absence from the School.
- (e) We cannot accept any responsibility for the welfare of your son while off the School premises unless he is taking part in a school activity or otherwise under the supervision of a member of the School staff.

- (f) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.

**9. Insurance**

You must make your own insurance arrangements if you require cover for your son's person or property while at School. Unless you opt out in writing, your son will be included in a personal accident insurance scheme charged as a supplement to fees.

**10. Confidentiality and References**

- (a) You consent to our supplying information and a reference in respect of your son to any educational institution which you propose your son may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your son is accurate and any opinion given on his ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you are or your son is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- (b) You consent to us making use of information relating to your son whilst he is at the School and after he has left for the purposes of managing relationships between the School and current pupils, providing references and communicating with the body of former pupils.

**11. Intellectual Property Rights**

We shall recognise any intellectual property rights vested in your son.

**12. Communications**

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Headmaster. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

**13. Interpretation**

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

**14. Force Majeure**

- (a) 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).
- (b) 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.
- (c) 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.
- (d) In the event of a *force majeure* which affects your ability to perform any of your obligations under this agreement, you shall give the School notice in writing of the *force majeure*. You shall not be liable for non-performance of such obligations during the continuance of the *force majeure* but in the event of the *force majeure* continuing for more than four months, you shall discuss with the School a solution by which this agreement may be performed.

**15. 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.

**16. 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 School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.