



DERBY GRAMMAR SCHOOL

TERMS AND CONDITIONS OF ENTRY

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;

"Son" means the child you are registering at the school and for whom you have responsibility.

"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, a current copy of which is available on request from the School;

"deposit" means the sum set out in the Schedule of Fees;

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

"Head" means 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;

"School Rules" means 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. 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 who with the School's written consent has subsequently assumed parental responsibility for such boy.

- (b) The Acceptance Form, the Schedule of Fees, the School Rules, the Disciplinary Procedure and these terms and conditions constitute the terms of a contract between you and Derby Grammar School Trust Ltd. It is not intended that the terms of the contract shall be enforceable by your son or by any other third party.

2. Acceptance and Deposit

- (a) An offer of a place for your son at the School is accepted by your completing the Acceptance Form and paying the deposit.
- (b) The deposit is not refundable if your son does not take up a place at the School. The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your son's leaving.

3. School Fees

- (a) Apart from an annual charge for textbooks, all the costs incurred in the usual course of the education by the School of your son, including the provision of any necessary educational materials, shall be met by the fees unless otherwise notified by the School.
- (b) Any extra-curricular activities such as private music lessons, trips and visits in which you agree your son may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your son 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.

If your son has been awarded a scholarship/bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn with immediate effect if, in the opinion of the Head, your son'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 must be paid either in full before the first day of term or may be paid in monthly instalments on completion of the relevant application form provided by Holmwoods Term Time Collections.
- (e) We reserve the right to refuse to allow your son to attend the School or to withhold any references while fees or supplemental charges remain unpaid. We may make an interest charge of 2% per month on all fees outstanding after the first day of term. You consent to our informing any other school or educational establishment to which you propose to send your son of any outstanding fees.
- (f) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term.
- (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 son takes 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 to:
 - (i) withdraw your son from the School (other than at the normal leaving date); or
 - (ii) withdraw your son from an activity charged for as supplemental

you shall either give a full term's notice in writing to the Headmaster to that effect or shall pay to the School a term's 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.

In the case of a place offered and subsequently not taken up and this due to a parental and/or pupil decision unrelated to School entrance criteria not having been met, then the original deposit will be forfeit.
- (b) You acknowledge that the School's affairs are organised on a termly basis and that 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. School Rules

- (a) It is a condition of remaining at the School that your son complies with the School Rules as amended from time to time. In particular you undertake to ensure that your son attends School punctually and that your son conforms to

such rules of appearance, dress and behaviour as shall be issued by the School from time to time.

- (b) To ensure compliance with the School Rules on illegal drugs the Head may require your son to submit to testing for drugs in accordance with suitably approved procedures.
- (c) The School reserves the right to monitor your son's email communication and internet use for the purpose of ensuring compliance with the School Rules.

6. Disciplinary Procedures

- (a) The Head may in his discretion require you to remove or may suspend or expel your son from the School 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 Head the removal is in the School's best interests or those of your son or other boys.
- (b) The Head may in his discretion require you to remove or may suspend or expel your son if the behaviour of you or either of you is in the opinion of the Head unreasonable and affects or is likely to affect adversely your son's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- (c) Should the Head exercise his right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges paid or due. However, in such circumstances fees in lieu of notice will not be payable.
- (d) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- (e) 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 with continuation through the school being dependent on progress reviews at the completion of each stage of his education. These stages comprise Year 3 to Year 6, Year 7 to Year 9, Year 10 to year 11 and Lower Sixth to Upper Sixth. The School shall not be obliged to permit your son to enter the sixth form unless satisfied that it is appropriate to do so having regard to his academic attainments and all other relevant circumstances. The School may make a decision as to whether your son may join the sixth form after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form conditional upon the results of such examinations.
- (b) While your son remains a pupil of the School, we undertake to exercise reasonable 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 permitted to be on School premises or 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; maintaining a courteous and constructive relationship with School staff; 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 anaesthetic or operation) recommended by a doctor.
- (f) Although our information pack describes the broad principles on which the School is presently run and is believed to be correct at the time of printing it does not form part of the contract between you and the School. We reserve the right to make changes to any aspects of the School, including the curriculum. We will give parents a term's notice of significant changes in the curriculum and where practicable will consult with parents on such changes.
- (g) 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 Head the School cannot provide adequately for your son's special educational needs.
- (h) Religious observance at the School shall be conducted in accordance with the School Rules.

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 each such person. 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 each of them.
- (d) The Head must be informed in writing of any reason for your son's absence from School. Wherever possible the School's prior consent should be sought for 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 son 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. A separate Personal Accident Insurance Scheme is administered by the school on an opt-out basis and unless notified otherwise, the termly premium will be added to your son's fee invoice.

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 a 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 communicating and managing relationships with pupils and former pupils of the School.

11. Intellectual Property Rights

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

12. Changes in Ownership etc

For the purposes of reconstruction 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.

13. 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 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 day after posting.

14. Interpretation

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

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 make reasonable modifications to these terms and conditions from time to time. The School will give you a term's notice of any such modifications.