

Woodhill School, Botley
Terms and Conditions of admission.

1 Introduction

These Terms and Conditions deal with such matters as admission and entry to the School, education and pastoral care, behaviour and discipline, fees, medical matters, important provisions about notice and general contractual matters. The Terms and Conditions reflect the custom and practice of independent schools for many generations and they form the basis of the contract for educational services between the School and Parents.

2 Prospectus:

The prospectus describes the principles on which the School is run and gives an indication of our history and ethos. Although believed correct at the time of printing, the prospectus is not part of any agreement with the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus should seek written confirmation of that matter before entering this agreement.

3 Managing Change:

Every long-term contract must contain reasonable provisions for change. This School, as any other, is likely to undergo a number of changes during the time a child is a Pupil here: for example, there may be changes in the staff, and in the premises and facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and Regulations and disciplinary framework and the length of school terms. Fee levels will be reviewed each year and there will be increases from time to time. Whenever practicable, however, Parents will be given a term's notice of a change of policy which would have a significant effect on their child's education or pastoral care.

4 Documents Referred to:

Parents and Pupils have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions before they accept the offer of a place. Those documents, together with these Terms and Conditions, may undergo reasonable change from time to time, as circumstances require, so as to ensure that the School, its culture, ethos and resources are properly managed, and so as to promote good order and discipline throughout our school community, and to ensure compliance with the law.

5 Definitions

"we or the "School" means Woodhill Schools trading as Woodhill Schools Limited (Registered Number 3937416).

"terms and conditions" means the terms and conditions of admission contained within this document and referred to in the registration card, as amended from time to time.

"registration form" means the registration form provided by the School to which parents agree when accepting a place at the School for their child.

"you" or the "parents" means each person who has signed the registration card as parent or guardian of a child or who with the School's written consent has subsequently assumed parental responsibility for the pupil.

"child" means a child of whatever age admitted by the School to be educated.

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

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

"Head" means the person appointed by the Trustees to be responsible for the day to day management of the School and includes those to whom the duties of the Head have been delegated.

"Schools rules" means the Code of conduct and customs, copies of which are provided to each child on entry.

"term" means the periods when the School is in session notified to parents from time to time.

6 Registration and Admission:

Acceptance of a place An offer of a place for your child at the School is accepted by your completing the place offer form and paying the deposit.

The deposit is not refundable if your child does not take up a place at the School. The deposit will be refunded against payment of the first term's fees.

When transferring from another independent school, confirmation from that school must be obtained to confirm all outstanding fees have been settled.

7 Fees and extras

Items covered: Fees cover the School's normal curriculum together with most books and paper stationery. The fee is an annual charge payable in three equal instalments at the start of each term. Other items, such as trips and visits in which you agree your child may participate, and certain other extra curricular activities may be charged as extras. In particular, public examination fees and any additional costs, which we might incur in providing for the special educational needs of a pupil, will be charged as extras.

By whom payable: The liability to pay fees and any extras is the joint and several liability of each person who has signed the registration of admission of pupil card or any other person who has with our consent accepted responsibility for the payment of fees in respect of your child.

Early Years Grant: We currently enable eligible parents to claim the early years entitlement for up to 15 hours free provision in Nursery and Reception. We do not offer provision for 2 year old children or for extended hours.

When payable: Each invoice must be paid either:

- i) in full on or before the first day of term; or
- ii) under certain circumstances, if agreed in advance with the Bursar, fees may be paid in instalments and the invoice must be paid by the due date indicated in the arrangement.

Recovery of unpaid fees: We reserve the right to refuse to allow your child to attend the School while fees remain unpaid. We may make an interest charge of 2 per cent over the base rate for the time being of the School's bank on late payment. You consent to us informing any other school or educational establishment, to which you propose to send your child, of any outstanding fees.

Review of fees: We have the right to review the fees for a term by giving you notice in writing at any time up to the last day of the preceding term. It is normal practice, however, to give one full term's notice of alteration to the fees.

Refund of fees: Fees and prepaid extras will not be remitted for absence through sickness or any other cause. In particular fees and prepaid extras will not be remitted if for any reason a term is shortened or a vacation extended. Your child may be given the option of study leave at home immediately before and during public examinations or "mock examinations, and of staying at home following those examinations, and no rebate of fees will be made in respect of such periods spent at home.

When fees have been prepaid annually a pro rata refund will be made in the event of a pupil leaving the School, on condition that the required notice has been given in writing to the School.

Exclusion for Non-Payment: The right is reserved to exclude a Pupil while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to a Governors' Review will not normally arise.. A Pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion.

8 Events requiring notice in writing

You must give a full terms notice in writing (the receipt of which is confirmed by us to make this effective) or payment in lieu in the following cases:

- withdrawal of your child other than at the end of Year 6; and
- discontinuance of an extra.

It should be noted that individual music tuition is given by peripatetic music teachers, with parents contracting with the visiting teacher. The School is not involved in this contract.

9 School rules and discipline

It is a condition of remaining at the School that your child complies with its rules, code of practice and customs as amended from time to time. In particular you undertake to ensure that your child attends School punctually and regularly throughout each term and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.

10 The School's care and education of your child

Physical contact: You consent to your child receiving such physical contact as may be lawful, appropriate and proper for teaching and to provide comfort in distress or to maintain good order.

Urgent medical care: If your child requires urgent attention while at School all reasonable efforts will be 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.

Health problems: It is a condition of your child joining the School that you complete and submit to the School a medical questionnaire in respect of your child, together with your consent for the School to dispense appropriate medication. You undertake to inform the School of any health or medical condition or allergy that your child has or subsequently develops, whether long-term or short term, including any infections.

You undertake to inform the School of any specific educational difficulties that your child has or subsequently develops whether long-term or short-term, and to provide copies of any report from an Educational Psychologist or similar.

11 Court orders

The Head must be notified in writing immediately of any court orders in relation to your child. A parent may be excluded from School premises if the Head acting properly considers such exclusion to be in the best interests of a child or the School.

12 Absence

The Head, through the child's tutor, must be informed in writing of the reason for any absence from School by your child. Wherever possible prior consent should be sought for absence from the School. Where this prior consent has not been obtained we should be informed by telephone before 9.00am on the day of a pupil's absence.

If your child leaves the School during the school day you are required to report to the School Office to "sign out" and, if returning during the same day, to "sign in" on his or her return.

13 Complaints and bullying

If you have cause for concern as to a matter of safety, care, discipline or progress of your child we should be informed without delay. In particular in relation to alleged bullying it is vital that the school be informed promptly in order to address the situation. Details of our bullying policy are available on request from the school office.

Details of complaints procedures can be found in the School's Complaints Policy.
A copy of this is available from the School on request.

14 Curriculum and the School community

It is our policy to educate each child through a broad and balanced curriculum. Although our prospectus 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 agreement between us. We reserve the right to make changes to any aspects of the School including the curriculum if we feel that it is necessary or right to do so. Where practicable, we shall give parents a term's notice of significant changes in policy likely materially to affect the School community. Examples of these changes might be related to setting procedures, uniform, transport or the canteen.

Progress reports and special educational needs: We shall monitor your child's progress at School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific learning difficulties. A formal assessment can be arranged either by you or the School at your expense. We would be prepared to support any advice given as far as possible but you may be asked to withdraw your child without being charged fees in lieu of notice if, in the opinion of the Head, adequate provision can not be made for your child's special educational needs. The deposit would be refunded in these circumstances.

15 Removal or suspension of a child

The Head may in his or her absolute discretion require you to remove or may temporarily or permanently exclude your child from the School if he or she considers that your child's attendance, progress or behaviour is seriously unsatisfactory, persistent and continues despite formal warnings.

The Head may in his or her absolute discretion require you to remove or may temporarily or permanently exclude your child from the School if his or her behaviour off the school premises and in or out of term time be such that, in his or her opinion, it brings the School into disrepute.

The Head may in his or her absolute discretion require you to remove or may temporarily or permanently exclude your child from the School if the behaviour of the parents, or of either parent, or of the guardian, is unreasonable and, in the opinion of the Head, affects or is likely to affect adversely the child's or other children's progress at the School.

Should the Head exercise his or her right under sub clause 15.1, 15.2, 15.3 above you shall not be entitled to any refund or remission of fees or extras paid or due, unless these have been prepaid in respect of future terms. The deposit will be forfeited but fees in lieu of notice will not be charged.

Offences likely to be punishable by temporary or permanent exclusion include, but are not limited to, involvement in the use or possession of illegal substances, assault, vandalism, bullying and persistent infringement of the School's rules or non-acceptance of its code of practice and customs.

In the event of a permanent exclusion parents or guardians may within 14 days of notice of this exclusion being sent to the parents apply in writing to the Principal for a review of the decision to be made.

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 the Pupil (where appropriate), and would offer the Parents a Principal's' Review of a decision to terminate.

16 General

Insurances: You must make your own insurance arrangements if you require cover for your child's property, including money, while at school. Pupils should not normally bring unreasonably large amounts of cash to school. If exceptionally this is necessary the monies should be deposited with a member of the senior management who will receipt the amount and return it at the end of the school day.

Confidentiality and references: You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his or her ability, aptitude for certain courses and character is fair, but cannot be liable for any loss your child is alleged to have suffered resulting from a reference or report given by us.

You agree to inform us of any applications made by or on behalf of your child to any other school or educational establishment.

Photographs: It is the custom and practice of most independent schools, and of this School, to include some photographs or images of Pupils in the school's promotional material such as the prospectus and website. We would not disclose the name or home address of a child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and must write immediately to the Bursar requesting an acknowledgement of their letter.

Consumer protection: If any part of these items and conditions infringe the Unfair Terms in Consumer Contracts Regulations 1994 or any other legal provision they shall be treated as severable and shall be replaced with words which give as near as may be fair the original meaning.

Change of address: You undertake to notify the School of any change of address. Communications (including notices) shall be sent by the School to your address in the records.

Interpretation: Headings and sub-headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

Proper law and forum: The contract between you and the School (or which these terms and conditions form part) is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

17 Variations

These terms and conditions may be varied from time to time by the School giving you notice in writing of the variations.