



STANDARD TERMS & CONDITIONS OF BOARDING

(from September 2020)

1. THE SCHOOL

- (a) **The School is St George's School, Harpenden Academy Trust acting by its Governing Body as presently constituted.**
- (b) **The Boarding Staff** (comprising the **Headteacher, the Director of Boarding** and **Boarding Residential Staff**) (and including anyone to whom any of the duties of the Boarding Staff have been delegated,) are the persons appointed by the Governors to be responsible for the students living in the Boarding Houses.
- (c) **The Student** is the person or persons named on the Acceptance Form and who has accepted a place in the Boarding House
- (d) **The Parents** are the person or persons who have notified the School that they have parental responsibility for the Student and the Parents are bound by these Terms and Conditions individually and jointly. Parents are expected to comply with the terms of the Home School agreement and to give their support and encouragement to the aims of the School and to uphold and promote its good name; to continue the Student's education at home and to ensure that the Student maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress. In the event that the Parents fail to respond reasonably to communications from the School in connection with their obligations under this paragraph or if they are in breach of any of their obligations under this paragraph then the School may in its absolute discretion terminate this agreement on giving one month's written notice to the parent.
- (e) **Our Aims:** the aims of the Boarding Community are described in the Prospectus. In addition the School and the Company aims to strike the balance between academic and practical work, physical education, moral and spiritual development and the pursuit of leisure activities. We are committed to high standards of teaching and care. The School is an environment in which students are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.
- (f) **Fee Levels** will be reviewed each year and there will be increases from time to time. If the ownership or legal status of the Boarding Houses or the School changes, the School's rights and obligations under these Terms and Conditions will be deemed assigned to the new entity. Parents will be consulted and/or given adequate notice of any significant proposals or change of policy likely to affect the School community as a whole.
- (g) **The Standard Terms and Conditions:** We believe that these Terms and Conditions reflect the customs and practice of boarding Schools. Any alteration to these Terms and Conditions is effective only if given in writing by the Headteacher. The **List of Termly Charges** and the **School's Policy Documents**, as varied from time to time, are part of these Terms and Conditions. Nothing in these Terms and Conditions affects any statutory rights of parents.
- (h) **If you do not understand, do not wish or no longer wish to be bound by the terms of the agreement, you should not proceed in accepting a place for your child or withdraw your child at the soonest convenient time.**

2. CARE AND GOOD DISCIPLINE

- (a) **Parents' Authority:** The Parents authorise the Boarding House Staff while *in loco parentis* or acting on behalf of the Student if they have not reached the age of 16, to take and/or authorise in good faith all decisions that safeguard and promote the Student's welfare. Parents are deemed to authorise and consent to such physical contact as may be lawful, appropriate and proper to provide comfort to the

Student if they are in distress or to maintain safety and good order but excluding any form of Corporal punishment. In case of a medical emergency where Parents cannot be contacted in sufficient time the Parents authorise and consent to the Boarding Staff making decisions relating to emergency medical treatment of the Student including blood transfusions within the United Kingdom, general anaesthetic and operations (where certified as necessary by a person who is appropriately qualified). The Headteacher may at any time when grounds for suspicion exist, require the Student to give a biological sample under medical supervision to test for the use of illegal substances or substances reasonably believed to be damaging to health. Such a sample will not form any part of the Student's permanent medical record.

- (b) Conduct and Attendance:** We attach importance to courtesy, integrity, manners and good discipline. The Student is expected to take a full part in the activities of the School, to attend punctually on each School day, to work hard, to be well behaved and to comply with the School Rules and Policy Documents.
- (c) Late arrival or early withdrawal at the beginning or end of term:** Parents may not withdraw their child early at the end of term nor allow them to return late at the beginning of term, unless there are exceptional circumstances, or their child is too ill to attend School and the Director of Boarding has been advised of this. Parents will incur a financial penalty at the beginning and end of term if their child is absent without good reason or written permission and authorisation from the Director of Boarding. The penalty shall be £70 for the first day and £40 for any further days (or part days), which will be added to the Student's boarding account. In addition, and should the School feel it necessary, the local education authority will be notified if a child is regularly absent from the School without authorisation which may result in further action being taken. If late arrival or early departure is a regular occurrence for any individual, the School will need to review that Student's suitability to board.
- (a) The Student's Health:** The Headteacher or Boarding Staff may at any time require a medical opinion or certificate as to the Student's general health. The age of the Student will be calculated in accordance with UK custom. Parents must inform the Headteacher in writing if the Student has any known medical condition, health problem or allergy. Parents must also inform the Headteacher if the Student will be unable to take part in games or sporting activities or has been in contact with infectious diseases. There is an obligation on parents to comply with requirements that are imposed in relation to the quarantine of pupils, which may derive from external authorities or which may be a decision by the School in the light of advice from the government or health officials.
- (b) The Student's Emotional Wellbeing & Mental Health:** The Headteacher or Boarding Staff may at any time require specialist information about the Student's emotional wellbeing and mental health. Parents must inform the Headteacher in writing if the Student has any known mental health issues or if there are any mental health concerns. This includes any issues, concerns, significant trauma or interventions that there have been prior to the Student starting at the School.
- (c) Conduct of the School:** The Headteacher is responsible for the care and good discipline of students while they are in the charge of the School or its staff and for the day to day running of the School and the curriculum. The Headteacher and the Governors are responsible for the imposition of any sanction including exclusion as a result of non-payment of fees, suspension during investigation or following a breach of School discipline. The Headteacher is not responsible, for the Student if they are absent from the School in breach of the School Rules but may take the appropriate action under the School's Discipline Policy.

3. ADMISSION AND ENTRY TO THE SCHOOL

- (a) Admission:** Admissions and entry will be subject to the availability of a place and the Student satisfying the admission requirements at the time. The School operates an equal opportunities policy.
- (b) Unpaid fees:** If fees remain unpaid by the last working day of the half term break of the term for which they are due, the Student must not be returned to the Boarding House until fees have been paid in full. If the Student is left at the Boarding House in breach of this Condition, no responsibility will be accepted for that Student who will be treated as abandoned and the Social Services department will be notified accordingly.
- (c) Offer of a place and deposit:** If an offer of a place is made, an Acceptance Form will be issued for completion by the Parents and return with the Acceptance Deposit. The Acceptance Deposit will be repaid by means of a credit without interest to the final payment of fees or other sums due to the School on the Student leaving the Boarding House. Until credited it will form part of the general funds of the

School. The School's Finance Department will issue an invoice to Parents at the end of each term in the amount spent by the Student during that Term. All cheques should be made payable to St George's School Harpenden Academy Trust.

4. FEES AND DISBURSEMENTS

- (a) **Items Covered: Fees** are for the provision of the boarding accommodation. Other items of expenditure incurred by the School or the Student may be charged as **Disbursements**. The Student is for these purposes the agent of the Parents. **Damage** done by the Student, other than fair wear and tear, may be separately invoiced and must be paid for as an extra.
- (b) **Tuition:** There is no general charge for tuition, except in certain circumstances (such as individual music lessons) which will be agreed, in writing, with Parents in advance. These will be invoiced separately and must be paid in full within fourteen days otherwise the School reserves the right to terminate that tuition.
- (c) **Payment of fees and extras:** Each invoice must be paid before the first day of each term. If, under section 3(b), a student does not return after the half term break, they will be deemed withdrawn from boarding and the School without notice 28 days after the last working day of the half term break (in which case a term's fees in lieu of notice will be payable). The School is deemed to be only an agent of any third party supplier of any goods and services which are supplied by that third party via the School to Students or their parents. Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if the Student is allowed to return home after public examinations or otherwise before the normal end of term; or for any cause, except in the sole discretion of the Headteacher.
- (d) **Responsibility for payment:** Fees are the joint responsibility of the Parents. The School may withhold any information about the Student or property belonging to the Parents or in the possession of the Student whilst the Fees are unpaid.
- (e) **Payment of fees by a third party:** An offer to pay or a payment by a third party of the fees or any other sum due to the School does not release the Parents from any liability under these Terms and Conditions. The School reserves the right to refuse any payment from a third party.
- (f) **Late Payment:** The right is reserved to make late payment charges composed of (i) simple interest calculated on a daily basis at 8% above base rate, from the first day of each term, and (ii) all administration and legal costs in relation to any sums that are unpaid by the due date. Such charges will be recovered by legal action if necessary. Cheques will not be considered as payment until cleared through the School's bank account. Any sum tendered that is less than the sum due and payable will be treated as a sum paid on account.
- (g) **Disbursements:** Disbursements can only be made when fees have been paid in full. In the event of late payment, this means that the Student may not be able to participate in any weekend trips or receive any monies that would normally be paid for by disbursement until the balance for fees has been cleared.
- (h) **Withholding deposits:** The right is reserved to withhold part of the Student's deposit should there be any unreported damage to the dormitory in which they have resided or the furniture within it. The right is also reserved to withhold part of a deposit if significant amounts of personal property are left in the dormitory in which they have resided or any other part of the Boarding House. The withheld amount will be used to pay for repair and/or clearance of belongings.

5. EVENTS REQUIRING NOTICE IN WRITING

(a) **Definitions**

Notice means a Notice addressed to and received by the Headteacher. No other notice will suffice. Notices must be hand delivered or sent by recorded delivery post to the Headteacher at the School's address.

A Term's Notice means a notice given before the first day of a Term and expiring at the end of that Term.

Term means the period between and including the first and last days of each School Term.

Fees in lieu of notice means fees in full for the term of notice at the rate which would have applied had the Student attended that Term.

Address means in the case of the School, Sun Lane, Harpenden, Hertfordshire AL5 4TD and in the case of the Parents means the address given by the Parents on the Acceptance Form or any subsequent address notified to the Headteacher in writing by the Parents.

- (b) Cancelling acceptance of a place at the School:** the Acceptance Deposit will not be refunded if, for any reason Parents cancel their acceptance of a place or the Student does not join the School after a place has been accepted.
- (c) Withdrawal from Boarding (and the School):** A Term's Notice must be given before the Student is withdrawn from Boarding (and the School) or a Term's Fees in lieu of notice will be due and payable as a debt at the rate applicable on the date of the invoice whether or not the place can be filled. The Student's decision to withdraw from Boarding (and the School), for these purposes, be treated as a withdrawal by the Parents. The School Year is deemed to start on 1 September each year.
- (d) Termination of this Agreement by the School:** The School may terminate this agreement by a Term's Notice sent to the Parents by Recorded Delivery to the last address given by the Parents to the School. This includes notice being given where, on review, a child is no longer deemed suitable-to-board as defined by the Department for Education's School Admissions Code.
- (e) Special Precautions:** The Headteacher needs to be aware of any matters that are relevant to the Student's security and safety. The Headteacher must therefore be notified in writing immediately of any Court Orders or situations of risk in relation to the Student for whom any special precautions may be needed. Parents may be excluded from School premises if the Headteacher, acting in a proper manner, considers such exclusion to be in the best interests of the Student or the School.

6. REMOVAL AND EXCLUSION OF THE STUDENT

- (a) Exclusion:** The Student may be excluded at any time if the Headteacher is satisfied that the Student's conduct (whether on or off the School's premises or in or out of term time) represents serious breaches in the School's discipline policy; or as a result of circumstances which would mean that allowing the Student to remain in the Boarding House would seriously harm the education or welfare of that Student or of other Students in the Boarding House or at the School; it is expected that exclusion would normally only be imposed after other strategies for dealing with that Student have been exhausted. Examples of the behaviour that would lead to the Student's permanent exclusion (although not exhaustive) are serious actual or threatened violence against another Student or member of Staff; or sexual abuse; or presenting a significant risk to the health and safety of other Students by selling or using illegal drugs; or persistent and malicious disruptive behaviour, including open defiance or refusal to conform with agreed School policies on, for example, discipline or dress code.
- (b) Consequences of Exclusion:** If the Student is excluded or leaves the School Roll for any other reason this agreement is terminated immediately but without prejudice to the right of the Parents or the School to enforce any breaches of these Terms and Conditions existing prior to the date of termination. There will be no refund of fees following exclusion (and all unpaid fees must be paid). The Acceptance Deposit will not be refunded; but fees in lieu of notice will not be charged.
- (c) Access:** The Student who has been withdrawn, excluded, suspended, removed or excluded from the Boarding House or School has no right to enter the School's premises without the written permission of the Headteacher.

7. BOARDING

- (a) Medical Matters:** Each boarder, unless otherwise agreed by the Headteacher, will be registered on the National Health Service list of the School Doctor.
- (b) Change from Boarding to Day:** Transfer from boarding to day student is not possible under any circumstances except at the end of Year 11, but this is subject to conditions and there is no guarantee that a day place will be offered. Any such transfer must be negotiated with the School in the winter preceding entrance to Year 12.
- (c)** If the Student ceases to reside in a Boarding House for whatever reason, Parents must make arrangements for them to attend another School.
- (d) Travel Arrangements:** The right is reserved to charge all administration and other expenses including Staff supervision where the School has to make travel or other arrangements for the Student before, during or at the end of Term.

- (e) **Guardians:** Where no Parent is currently living in the United Kingdom, parental responsibility must be delegated to a suitable adult who must have agreed to take full responsibility for the Student when not at School and who can, if necessary, be contacted by the School and can come to the School (if requested) at short notice.

8. GENERAL CONDITIONS

- (a) **Liability and Insurance:** The School does not, unless negligent, accept responsibility for accidental injury or loss of property. The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of the Parents including insurance of the Student's personal property whilst at School or on any sponsored activity away from the School. The School is not the agent of the Parents for any purpose relating to insurance. All communications in respect of fees and insurance should be addressed to the School's Finance Department
- (b) **Students' Personal Property:** Students are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly marked with the owner's name. If the Student brings any item of equipment on to School premises which runs off mains electricity they must have it electrically tested by the School's care-taking staff before use. Failure to do this may result in the item being confiscated.
- (c) **Confidentiality:** The Parents are deemed to consent to the School Doctor and the School Matron, acting conscientiously and in a professional capacity, informing others and the Headteacher and the Parents in confidence of any matter concerning the Student which, in their opinion, is material to the safety and well-being of the Student and/or other persons. However, one area where the school retains the right to make a referral without seeking the prior permission of parents is in the matter of Child Protection. The School has a duty, under the Children Act 1989, to follow the procedures laid down for Child Protection within the framework agreed by the Herts Childrens' Safeguarding Board and the DfE document 'Keeping Children Safe in Education'. These policies place a duty on schools to safeguard and promote a child's welfare and protect any young person against the risk of 'significant harm'. The Parents are deemed to consent to the School communicating in any form with any other School which the Student attends or which a Parent proposes the Student should attend about any matter concerning the Student. In all other respects, the School will take care to preserve the confidentiality of information concerning the Student and the Parents.
- (d) **Intellectual Property:** The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of the Student in conjunction with any member of Staff of the School and/or other students at the School for a purpose associated with the School. Any use of any such intellectual property rights by the Student is subject to the terms of a licence to be agreed prior to the use between the Student, the Parents and the School.
- (e) **Consumer Protection:** Care has been taken to use plain language in these terms and conditions and to explain the reasons for any of the terms which may appear one-sided. If any word/s, alone or in combination, infringe the Consumer Rights Act 2015 or any other provision of the law, they shall be treated as severable and shall be replaced with words which give as near the original meaning and purpose of these Terms and Conditions as is permissible by law.
- (f) **Interpretation:** These terms and conditions supersede those in the School's Prospectus and elsewhere and will be construed as a whole. Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of these Terms and Conditions.
- (g) **Jurisdiction:** The Agreement to which these terms and conditions apply was made at the School and is governed exclusively by English Law.