

## **TERMS AND CONDITIONS**

### **1. Acceptance**

The School is non-selective and entrance exams are not required unless applying for a scholarship; however in some cases assessment tests may be carried out and reports from previous schools requested.

The offer is made on the basis of these terms and conditions which may be varied from time to time. Should the need arise to vary the Terms and Conditions the school will endeavour to give as much notice as possible of the variation and will give at least one term's notice in the event of any major change.

The return of the Acceptance Form together with the payment of the deposit cheque and a signed copy of the full Terms and Conditions will signify the parents' acceptance of an offer. This agreement will therefore continue until terminated in accordance with these Terms and Conditions.

### **2. School Rules and Discipline**

The Parents and the Pupil will comply with all rules, regulations and customs concerning the School. The Headmaster is responsible for the day to day running of and discipline at the School which includes the right to suspend or exclude a Pupil whether temporarily or permanently.

### **3. Deposits**

The acceptance deposit of £250 is held until a Pupil leaves the School (for Reception to Year 11). The school reserves the right to apply any deposit paid to any unpaid account of the pupil at the school or to any unpaid account of any brother or sister of the pupil at the school. Any balance due from the deposit will be refunded to the Parents of the Pupil leaving the school.

### **4. Fees and Extras**

School Fees are due and payable in advance, on or before the first day of term, unless otherwise agreed in writing. In the event of the School agreeing to an instalment arrangement and one such instalment is not paid on the date agreed the whole balance of the outstanding fees will become immediately due and payable.

Cheques should be made payable to Queen Mary's School.

Where Fees are paid by the first day of term, the £100 late payment surcharge may be deducted from the account.

The Fees are normally reviewed once a year. Any increase will be notified to the parents.

If any School Fees are unpaid by the due date the School reserves the right to make a charge of 2.5% above bank base rate per month upon the amount outstanding to cover both administrative and interest charges.

Should any part of the School Fees remain unpaid by half-term of the term to which the Fees relate the School reserves the right to seek security in the form of a legal charge for the fees. This is to be in place by half-term of the following term. If the fees and any costs associated with the charge are not paid up by this half-term the School will refuse to re-admit the Pupil for the second half of the term. The amount unpaid will still remain legally due and owing.

## **5. Bankruptcy**

If the parents (or either 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 cancel this agreement immediately.

## **6. Cancellation and Termination Provisions**

A full term's notice must be given in writing to the Headmaster before the first day of the preceding term by the Parent or guardian responsible for the attendance of the Pupil that the Pupil will not be attending the following term. (This is not necessary where the Pupil is S3, their final year)

Should the Pupil be withdrawn from the School without the required notice having been given, a whole term's fees in lieu of notice will become due and payable as debt to the School. The School will not be required to mitigate its loss or give credit for any mitigation if the place is subsequently filled. For the avoidance of doubt the debt due to the school shall be the fees in question but shall exclude "extras" for that term.

## **7. Absence**

Should a Pupil be absent for a whole term or for part of a term through illness or otherwise, the term's Fees will be payable for that term

A pupil spending a term at Sauveterre will be charged a 50% fee retainer for the term in which they attend. Half of this retainer will be refunded to the Parents in the final GCSE term. If the parents choose to remove the pupil before her GCSEs then the refund of the retainer will be forfeit.

If the School is required to close because of an emergency, the term will not be extended nor will any part of the Fee be repayable.

Parents/guardians are advised to insure against a child's absence or the School's temporary closure.

## **8. Term Dates**

The dates of School Terms are published well in advance in the School's 'Blue Book'. Holidays are generous and parents are asked not to request leave of absence

for their children during term time unless there are genuinely exceptional circumstances, in which case written permission should be requested well in advance.

All Pupils go home in the school holidays, at half term and at leave-outs. At all other weekends the school is open.

### **9. Exclusion and Supervision of Pupil**

The Headmaster has the right to request parents to remove a Pupil temporarily or permanently from the School where, in the opinion of the Headmaster, such removal is in the interests of the Pupil or the School. In such an event there shall be no refund of Fees in respect of the balance of the term during which the request is made but Parents will not be required to pay the one term's fees in lieu of notice.

### **10. Pupil's Possessions**

The School accepts no liability for a Pupil's possessions while at the School. The School operates insurance cover through HSBC and will bill the premium per term as an extra unless exemption from the scheme is requested. Current rates are available from the School Finance Manager.

### **11. Medical Matters**

Parents/guardians must keep the School informed of any medical condition or disease or illness from which a Pupil suffers.

### **12. Miscellaneous Matters**

Parents/guardians must keep the Headmaster fully informed about any legal agreements concerning the Pupil regulating parental responsibility, residence contract, responsibility for School Fees or the protection of the Pupil.

If both parents are not resident within the UK or are absent from the UK for more than 48 hours during term time or are likely to be absent for such period the Head must be notified in writing with the name and address and telephone number of a guardian resident in the United Kingdom during the period of absence or likely absence.

The School will take and use photographs and videos of the children while they attend the school. These make interesting displays for children, parents and visitors. They will also be used on the School Website, Newsletters and Magazine and occasionally the Press. If you do not wish your child's photograph to be used in this way please inform the School Office in writing.

### **INTERPRETATION**

In these conditions unless the context otherwise requires:-

'Deposit' means the sum payable by or on behalf of the Parent with the first term's payment

- ‘Extras’ means any item reasonably incurred by the Pupil or by the School on behalf of the Pupil (where permission is given).
- ‘Blue Book’ The termly calendar of school events and activities published termly and distributed to all Parents and Pupils
- ‘Headmaster’ means the Head of the School or anyone to whom any of the Headmaster’s duties obligations and functions has been delegated.
- ‘Parent’ means any one or both Parents and/or guardian of the Pupil jointly and separately
- ‘Pupil’ means the Pupil named in the registration form
- ‘School’ means Queen Mary’s School as from the time constituted and/or the Headmaster and other officers, which school is owned by The Woodard Corporation