



**Contractual Terms and Conditions**

**And**

**School Fees Refund Scheme**

**2023**

# CONTENTS

The Grange School Terms and Conditions .....Pages 3-18

The Grange School Fees Refund Scheme Term Dates .....Pages 19 -22  
*This is an optional scheme and does not form part of the Terms and  
Conditions*

Term Dates.....Page 23

# The Grange School Hartford Limited

## Terms and Conditions

Version WS.TC.2023.1

### Introduction

These terms and conditions form the basis of a legally binding contract between you and the School for the provision of educational services, together with the Offer Letter, the conditions of any bursary or scholarship (if applicable), the School Policies and any other regulations set by the School, your Acceptance Form and the Schedule of Fees. Please read them carefully before you accept a place at the School for your Child. If you think there is a mistake in these terms and conditions, or if anything in these terms is unclear or you would like to have anything further explained to you, then please contact the School to discuss.

The Prospectus and the website do not form part of the legally binding contract between you and the school, though the School Policies and Regulations which do form part of the contract may be published on the website.

The rules on fees and the giving of notice are of particular importance and are set out in detail in these terms and conditions.

These terms and conditions, the conditions of any bursary or scholarship (if applicable), the Schedule of Fees, the School Policies and any other regulations set by the School are subject to change from time to time.

### 1. Definitions

#### a) In these Terms and Conditions

“we” or the “School” means the legal entity carrying on as The Grange School and registered as The Grange School Hartford Limited (Company No 607992) which is a charitable company limited by guarantee which includes the Senior School (including the Sixth Form) and the Junior School, and/or the Governors or its or their duly authorised representative or representatives, as the context requires. Any reference to the “School” includes reference to the Head but for the avoidance of doubt any reference to “we” does not include the Head;

“you” or the “Parent(s)” means any person who has signed the Acceptance Form and includes each person who has signed the Acceptance Form as parent or guardian of a Child or who, with the School’s written consent, replaces a person who has signed the Acceptance Form and any such person is liable jointly and severally for complying with their obligations under these terms and conditions;

“Acceptance Form” means the form provided by the School for you to complete when accepting a place for your Child at the School;

“Bursary” means a financial award made following an application to the Bursary fund and after meeting relevant qualifying criteria and eligibility.

“Child” or “Children” means a child of whatever age admitted by the School to be educated, and includes any pupil aged 18 or under;

“Complaints Procedure” is the School’s procedure for handling complaints from you (as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School);

“Deposit” means the sum set out in the Schedule of Fees;

“Fees” means the basic fees set out in the Schedule of Fees (as amended from time to time) and also includes all additional charges arising from default in Fees payment or charges, and any charge in relation to the cost of damage where your Child alone or with others has caused wilful loss or damage to School property or the property of any other person;

“Fees in Lieu (of notice)” means the Fees at the full rate as set out in the Schedule of Fees that would have applied had the pupil attended for the relevant Term(s), (for the avoidance of doubt the relevant Term(s) is the Term(s) for which notice should have been given) and as such will not be reduced for a discount of any kind including, but not limited to scholarships or bursaries;

“Half Term” means half a Term, being the period between and including the first and last days of half of a Term; as notified to you from time to time by means of the School calendar or other communication, publications or circulars of the School’s choosing;

“Half Term’s Written Notice” means written notice given by you to the Head no later than the first day of the Half Term preceding the Half Term to which the notice relates;

“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 by the Head (this would usually only be Head of Junior School or a temporary Acting Head).

“Offer Letter” means the letter in which your Child is offered a place at the School, including any conditions placed upon entry within that letter;

“Parental Responsibility” means those who have legal responsibility for a Child and therefore who are entitled to receive relevant information concerning the Child whether or not they are party to these terms and conditions unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the Child;

“Leaving Date” means the earliest of:

- i) In respect of a Child entering the Junior School, close of the Summer Term of the Year 6 in which the Child would normally leave the School;
- ii) In respect of a Child entering the Senior School, close of the Summer Term of the Upper Sixth year in which the Child would normally leave the School;
- iii) The expiry of any effective notice served under clause 4;
- iv) The date of the removal of a Child under Clause 6;
- v) Where clause 7 (b) applies the close of the Summer Term of the relevant year.

“Prospectus” means the School’s prospectus as issued and revised from time to time which describes the School’s aims, history and practices but does not form part of these terms and conditions;

“Schedule of Fees” means the circular that details the School’s Fees arrangements and is subject to variation from time to time a copy of which is available from the Finance Department on request;

“School Policies and Regulations” means the various School rules, procedures and policies set by the School (available to you on request) as may be amended from time to time for legal, safety or other substantive reasons or in order to assist in the proper administration of the School;

“Supplemental Fees” means any and all charges payable which are not included within the Fees including but not limited to all public examinations, any extra-curricular activities (such as private music lessons, trips and visits in which you agree your Child may participate) any additional equipment or clothing provided by the School, charges for using the school bus, any additional charges incurred by the School in providing for the special educational needs of your Child, and any other charges whatsoever. Details of anticipated Supplemental Fees are available from the Finance Department on request.

“Term” means a term of the School, being the period between and including the first and last days of each School term as notified to you from time to time by means of the School calendar or other communication, publications or circulars of the School’s choosing;

“Term’s Written Notice” means written notice given by you to the Head no later than the first day of the Term preceding the Term to which the notice relates;

“terms and conditions” mean these terms and conditions, as may be amended from time to time.

## **2. Acceptance, Deposit and Withdrawing Your Acceptance of a place before your Child joins the School**

- a) An offer of a place for your Child at the School is accepted only by your completing and returning the Acceptance Form and, subject to clause 2(b), paying the Deposit in full. Entry occurs on the date when your Child attends the School for the first time under these terms and conditions.
- b) In the event that your Child enters the Senior School directly from the Junior School, the deposit originally paid upon entry to the Junior School shall, upon receipt of a signed Acceptance Form, be automatically carried forward by the School upon entry to the Senior School, and the deposit payment required by clause 2(a) shall be deemed to have been made.
- c) The Deposit is not refundable if your Child does not take up a place at the School.
- d) If you accept a place for your Child at the School, and unless you indicate that you would like to donate the Deposit to the School’s Bursary Fund, the Deposit will form part of the general funds of the School until it is either i) credited without interest to the final payment of the Fees or other sums due to the School when your Child leaves the School (including Supplemental Fees) and you return all School materials ii) until it is refunded to you after your Child leaves the School, subject to full payment of all Fees or other sums due to the School (including Supplemental Fees) and the return of all School materials. The deposit of one child may be retained and allocated to the fees or supplemental fees of another Child under the same account.
- e) If you wish to withdraw acceptance of your Child’s place at the School before your Child starts at the School you must notify the School in writing. Where i) your Child is due to start in the autumn

Term of the same calendar year in which you wish to withdraw the offer and ii) notice has been given by you to the School on or after 1st June of the calendar year that your Child is due to start at the School you will be required to pay the Autumn Fees in full (less any Deposit). The School may agree to amend payment of Fees under this clause. Such amendments shall be at the absolute discretion of the School and may be restricted to cases of serious illness and/or genuine hardship.

- f) If you wish to withdraw acceptance of your Child's place at the School before your Child starts at the School you must notify the School in writing. Where i) your Child is due to start on any other date other than the date referred to in clause 2(e) and ii) notice has been given by you to the School less than 3 calendar months before such start date you will be required to pay the Fees for the term your child would have attended in full (less any Deposit). The School may agree to amend payment of Fees under this clause. Such amendments shall be at the absolute discretion of the School and may be restricted to cases of serious illness and/or genuine hardship.
- g) Where your Child does not take up a place at the School any release from any of these terms and conditions will only be binding if confirmed expressly in writing by the School.

### **3. School Fees**

- a) These terms and conditions apply to each person who signs the Acceptance Form both individually and together. You shall therefore be joint and severally liable for the whole of the Fees and the Supplemental Fees due and any other charges under these terms and conditions. You remain joint and severally liable to the School for the whole of the Fees and the Supplemental Fees due and any other charges under these terms and conditions, unless the School has agreed in writing that it will accept payment of the Fees, the Supplemental Fees or any part of them from any other person. In practice this means that if Fees or Supplemental Fees have not been paid, then in order to recover outstanding payments the School may seek payment from any person who has signed the Acceptance Form.
- b) If your Child has been awarded a scholarship or bursary, you will be responsible for the amount of Fees and Supplemental Fees due after taking account of that award. An award may be withdrawn if, in the opinion of the Head, your Child'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. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your Child, you shall be notified in advance. If, within 14 days of the date of such notification, you give written notice that your Child is to be withdrawn from the School at the end of that Term no Fees in Lieu of notice will be payable. If you have supplied inaccurate or fraudulent information in support of any application for a scholarship or bursary then any award applied as a result of this inaccurate or fraudulent information shall become due to the School as a debt and must be repaid on demand.
- c) Each Term's Fees will be included in an invoice sent to you. Each invoice for the Fees must be paid in full by direct debit on or before the first day of each relevant Term.
- d) Any Supplemental Fees due will be i) included together with the termly Fees in an invoice sent to you before the start of each Term and must be paid in full on the first day of each relevant Term by direct debit, ii) included in an invoice sent to you on an ad hoc basis and must be paid in full by direct debit on the date advised within the invoice iii) included in a letter or electronic message and payable via electronic means by the deadline advised in the message, or at any other time upon demand.

- e) If you wish to dispute any item on an invoice raised under clause 3(d) of these terms and conditions, you must notify the School immediately and the remainder of the sum due on that invoice must be paid in full in accordance with clause 3(d).
- f) Where an additional invoice is sent to you during any Term for any reason other than those set out in clause 3(c) and clause 3(d) then the sum due under that additional invoice must be paid within 14 days of the date of that additional invoice.
- g) Save where expressed to the contrary, any payment received will be allocated to the earliest balance on the Fees account or such other balance at the absolute discretion of the School. You agree that a payment made in respect of one of your Children may be appropriated by the School to the unpaid account of any other of your Children. You also agree that any payment for Supplemental Fees may be appropriated by the School to the unpaid account for Fees without notice such that your Child may be unable to attend the activity to which the Supplemental Fee relates.
- h) Any sum tendered that is less than the sum due and owing may be accepted by the School on account only.
- i) The School may charge interest if you fail to make any payment due to the School under these terms and conditions by the due date in accordance with this clause 3. Any interest charged under this clause 3(i) will be made at the rate of 4 per cent a year above the base rate from time to time of the School's bank. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date for payment to (but excluding) the date of actual payment of the relevant sums. Late payment administration charges may also be applied to any unpaid balance of Fees. You will be responsible on an indemnity basis for paying the costs we incur in recovering, or attempting to recover, any unpaid Fees, Supplemental Fees or other sums due under these terms and conditions from you (including reasonable legal costs, i.e. costs that would be allowable by the courts if judgment was made in the School's favour).
- j) The School reserves the right at any time to refuse to allow your Child to attend the School or to withhold any references, information or property while Fees remain unpaid. If we refuse to allow your child to attend the School due to non-payment of Fees under this clause 3(j) for a period of 28 days or more:
  - i. your Child will be deemed to have been withdrawn without notice
  - ii. Fees in Lieu of notice will be charged; and
  - iii. these terms and conditions will terminate with immediate effect.
- k) In the event that your Child is excluded under clause 3(j(i)) the right to appeal under the School's exclusion policy shall only apply at the sole discretion of the School (for the avoidance of doubt the School has no obligation to allow such an appeal in these circumstances).
- l) Where Fees or Supplemental Fees are outstanding (and are not the subject of a valid dispute which has been raised and acknowledged by the School formally in writing), we reserve the right at any time to refuse to allow your Child to participate in any relevant extra-curricular activity, book onto or make further payments in relation to such activities until such Fees and Supplemental Fees are paid in full.

- m) 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 notice of at least one Term of any increase in the Fees due for a particular Term and in any event shall give you notice of any such increase no later than the final day of the preceding Term.
- n) Fees and any prepaid Supplemental Fees will not be reduced as a result of absence due to illness or otherwise. In the event that your Child takes study leave at home or at another location before or during public examinations, or stays at home or at another location following those examinations, no reduction of Fees will be made in respect of such periods.
- o) Fees will not be refunded or waived if:
  - i. a Term is shortened or extended; and
  - ii. the School is temporarily closed due to adverse weather conditions.
- p) The School may agree that current, past or future Fees that have or will fall due can be paid in instalments or by an alternative payment method to that stated in clause 3(c). If the School agrees to do this, then the School and you (or the persons responsible for paying those fees such persons to have been agreed in writing by the School) will agree separately in writing the anticipated schedule of instalments and/or the alternative payment method. The School will issue a separate schedule of instalments relating to the fees due in respect of each Term, which will be evidence of the separate agreement for the payment of that Term's Fees. The School reserves the right at any time and without reason to terminate such agreement. This does not constitute a waiver or variation to these terms and conditions.
- q) You consent to the School making enquiries of your Child's previous school(s) for confirmation that all sums due and owing to such schools have been paid. You consent to our informing any other school or educational establishment to which you propose to send your Child of any outstanding fees.
- r) From time to time we may ask you to provide the School with information, that we consider to be satisfactory, so that we can verify;
  - i. your identity;
  - ii. your Child's identity;
  - iii. your Child's right to enter, live and study in the United Kingdom; and
  - iv. the source of funds you are using to pay the fees.

You must provide the School with the information we ask for.

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

- a) If you wish to withdraw your Child from the School (other than at the Leaving Date), you shall either give a Term's Written Notice to that effect or you shall pay School Fees in Lieu of notice. Such fees will become payable by you on demand. In cases where such written notice is not given, the Fees in Lieu of notice will immediately become due and owing to the School as a debt. In cases where there are any outstanding Supplemental Fees, such fees will immediately become payable by you on demand. The School will credit the deposit you have paid (without interest) to the payment of the Fees in Lieu of notice.



- b) If you wish to withdraw your Child from participating in an activity or service for which a Supplemental Fee is payable, and such activity or service occurs, or shall occur, on more than one occasion, you must either give a Half Term's Written Notice to that effect to the Head of Finance or you must pay to the School as a debt a Half Term's charges for the activity or service in which your Child has ceased to participate. If you wish to withdraw your Child from a one-off activity or service for which a Supplemental Fee is payable then such Supplemental Fees already paid will not be refunded and you will be liable for administration or cancellation charges payable to any third party as a result of such withdrawal.
- c) Withdrawal part-way through a Term does not reduce the amount you owe to the School. The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of Fees or Supplemental Fees due, or to obtain a refund or part-refund of Fees or Supplemental Fees, by withdrawing your Child or by your Child's ceasing to participate in an activity part-way through a Term.
- d) Your plans for your Child may be uncertain and you may wish to give a Term's Written Notice to withdraw your Child from the School but without committing to the withdrawal until your plans are finalised ('Provisional Notice'). In such circumstances you must give a Term's Written Notice but confirm within such notice that it is a Provisional Notice. You should then keep the School updated with your plans and if notice of withdrawal is not confirmed by half term, it will be assumed that notice has been withdrawn and you will be liable for the following term's fees. Such Provisional Notice is valid only for the term to which it relates and will not be accepted as rolling notice (unless otherwise agreed in writing with the Head).

## **5. School Policies and Regulations**

- a) You accept the School will run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's Policies and Regulations and shall exercise those discretions in a reasonable and lawful manner and with procedural fairness.
- b) It is a condition of remaining at the School that you and your Child comply with the School Policies and Regulations. In particular you undertake that your Child will attend School punctually and that your Child conforms to any rules of work, or application of such work, appearance, dress and behaviour as included in the School Policies and Regulations and as the School may issue.
- c) In relation to any circumstances of suspected drug use – the school will follow the Drugs and Alcohol Policy in relation to any disciplinary or support matters and with the aim of safeguarding the health and safety of all pupils.
- d) The School may, subject to applicable data protection legislation, monitor your Child's email communication, internet use and use of social media for the purpose of ensuring compliance with the School Policies and Regulations or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## **6. Suspension, Removal and Expulsion of a Child**

- a) The Head may in their sole discretion require you to remove, or may suspend or expel your Child from the School if they consider that your Child's attendance, progress, conduct or behaviour (including behaviour outside the School) is unsatisfactory or your Child is unwilling or unable to benefit from the opportunities at the School and, in the reasonable opinion of the Head, the removal, suspension or exclusion is in the School's best interests or the best interests of your Child or other pupils at the School. A copy of the exclusion policy is available on request.
- b) The Head may in their discretion require you to remove your Child and any other child that you have parental responsibility for from the School if the Head considers that: your behaviour or conduct is unreasonable; and/or adversely affects (or is likely to adversely affect) your Child's or other pupils' progress at the School, or the wellbeing of staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract and/or the school's values.
- c) The School Policies and Regulations contain examples of offences likely to be punishable by suspension, removal or expulsion of your child. These examples are not exhaustive, and in particular the Head may decide that suspension, removal or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the Child's record at the School may be considered.
- d) Should the Head exercise their right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of Fees or Supplemental Fees due (whether paid or payable) and the Deposit will be forfeited meaning the School will retain the deposit. However, in such circumstances, Fees in Lieu of notice will not be payable. Any charges that are due will be payable in full to the School within 28 days of the date your Child leaves the School.
- e) You accept the authority of the Head and of other members of Staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of your Child and the School community as a whole. The School will act in a way which is fair in all the circumstances when taking decisions under this clause 6.
- f) This contract will terminate with immediate effect if your Child is excluded or if you are required to remove your Child from the School.
- g) You are entitled to have any decision under this clause 6 reviewed by the School in accordance with the exclusion policy.

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

- a) Subject to you and your Child's compliance with these terms and conditions, the School will accept your Child as a pupil of the School from the time of joining the School until the Leaving Date subject to clause 7(b)
- b) The School shall not:
  - i. in the case of a Child entering the Junior School, be obliged to enrol your Child as a member of the Senior School when your Child completes their Junior schooling unless the School is

satisfied that it is appropriate to do so having regard to their academic capabilities and all other relevant circumstances; and

- ii. in the case of a Child entering the Senior School, be obliged to permit your child to enter the sixth form unless satisfied that it is appropriate to do so having regard to their academic attainments and all other relevant circumstances. The School may make a decision as to whether your Child may join the sixth form after the results of GCSE or equivalent examinations are known, and usually make entry to the sixth form conditional upon the results of such examinations. Except where the School agrees otherwise in writing and even where the School has imposed conditions on entry into the sixth form, if you wish to withdraw your child prior to entering the sixth form, Clause 4 applies and you will either need to give the School a Term's Written Notice or pay the Fees in Lieu of notice.
- c) Whilst your Child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during School hours and at other times when your Child is permitted by the School to be on School premises or is participating in activities organised by the School. The School cannot accept any responsibility for the welfare of your child while off the School premises unless they are taking part in a school activity or otherwise under the direct supervision of a member of School staff.
- d) The School reserves the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. The School's policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes amongst the pupils. If you have specific requirements or concerns about any aspects of your Child's education or progress then you should contact your Child's form tutor or other appropriate member of staff, as soon as possible. In the case of serious concern then you should contact the Head.
- e) In order to fulfil the School's obligations, the School needs your co-operation, in particular by: fulfilling your own obligations under these Terms and Conditions; encouraging your Child in their studies and giving appropriate support at home; keeping the School informed of matters which affect your Child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your Child's interests so require.
- f) We shall not subject your Child to physical restraint except where such restraint is deemed absolutely necessary for your Child's safety or the safety of any other pupil of the School or any member of staff at the School. Unless you notify us to the contrary, you consent to your Child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- g) If your Child requires urgent medical attention while under the School's care where practicable the School will attempt to obtain your prior consent to such medical treatment. However, should the School be unable to contact you the School 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.
- h) The Prospectus describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the Prospectus and/or the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the

School is required to close the School premises)). Where such change occurs, the School will use reasonable endeavours to give you one term's written notice of such changes. For avoidance of doubt, the Prospectus does not form part of the contract between you and the School.

- i) We shall monitor your Child's progress at the School and produce regular 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 conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your Child without being charged Fees in Lieu of notice if, in the opinion of the Head, the School cannot provide adequately for your Child's special educational needs.
- j) Save where your Child is sitting public examinations, the School will usually prepare regular written reports about your Child's progress at the School. Such reports shall be prepared with reasonable skill. Where parents no longer live together, the report and other information will be communicated to the person with whom the Child resides and anyone with Parental Responsibility. Duplicate reports are available on request. This will be via whichever electronic method of communication is used by the school at that time.
- k) Religious observance at the School shall be conducted in accordance with the School Policies and Regulations.

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

- a) You agree to fulfil your obligations under these terms and conditions.
- b) You must co-operate with the School in good faith, including by:
  - i. maintaining a constructive relationship with the School and not acting in any way that in the reasonable opinion of the School is unreasonable, inappropriate or contrary to the School's values, including where the School is exercising its rights and performing its obligations under these terms and conditions;
  - ii. encouraging your Child in their studies, and giving appropriate support at home;
  - iii. ensuring that all details or other information notified or otherwise disclosed to the School about You and/or your Child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
  - iv. ensuring that where there are any changes to any information disclosed to the School (including but not limited to Parental Responsibility), that the School should reasonably need to know, you notify the School via email to the School Office - within a reasonable timeframe;
  - v. ensuring that where there are matters which affect or may affect your Child you notify the school in writing of such matters;
  - vi. attending meetings and keeping in touch with the School where your Child's interests so require; and
  - vii. providing co-operation and assistance to the School so that your Child can participate in, and benefit from, the School's provision of education.
- c) It is a condition of your Child joining and remaining at the School that you complete, submit and keep up-to-date a medical questionnaire in respect of your Child.

- d) You undertake to inform in writing and keep up-to-date the School of any health or medical condition, special educational needs, disability or allergy that your Child has, or subsequently develops, whether long-term or short-term, including any infections.
- e) It is a condition of your Child joining and remaining at the School that, where your Child needs any form of special arrangement or support whatsoever, you inform and keep the School up-to-date of all details relating to the special arrangement so the School can reasonably assess the need for support. Special arrangements for the purpose of this clause 8(e) include, but are not limited to, medical conditions which preclude your Child from undertaking certain activities and matters that affect, or may affect, your Child's education or welfare.
- f) Where your Child will be absent from School due to illness or any medical reason you must notify the School, as soon as possible, in writing.
- g) There may be circumstances (including those referred to in clause 8(f) of these terms and conditions but not including those referred to in clause 8(h) of these terms and conditions), in which you plan for your Child to be absent from School ('Planned Absence'). Where there is a Planned Absence you must:
  - i. inform the School in writing as soon as possible of all details of the Planned Absence;
  - ii. except for in exceptional circumstances (such circumstances to be identified and agreed at the sole discretion of the School) seek the School's prior consent to your Child's absence.

Other than for reasons of illness, grounds on which the School may agree to a Planned Absence include religious, compassionate and educationally beneficial grounds.

- h) It is a condition of your Child joining and remaining at the School that, you agree not to take your Child on, or permit your Child to go on, holiday during any School Term, without the prior written consent of the School. Where you wish to request such consent, you must immediately inform the School in writing.
- i) If, at any time during your Child's time at the School, you, and anyone else with Parental Responsibility for your Child, will not be in the United Kingdom at any time or will otherwise be absent from your main residential address, leaving the child without a person who has parental responsibility for the child or a legal guardian of the child, then you must inform the School immediately in writing and provide the details required by the School as a result. This would include the name and contact details for a 'responsible adult' for the period of your absence.
- j) In the event that you want to attend the School for any reason, including to discuss the School or your Child with any member of staff, you must make a prior appointment by contacting the main office and you accept that no persons shall be permitted on the School premises without a prior appointment.
- k) You accept that the School retains the right to refuse any persons, including you, access to the School premises, where in the opinion of the School the refusal is in the best interests of:
  - i. the School;
  - ii. any employee of the School;
  - iii. your Child; and
  - iv. any pupil of the School.

- l) 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 which is on the school website.

## **9. Insurances**

- a) You must make your own insurance arrangements if you require cover for your Child's person or property while your Child is at the School. With the introduction of Bring Your Own Device at the Senior School, there is some cover for tablets, laptops and musical instruments. This may not cover all eventualities and you are advised to check whether it covers your child's property specifically rather than to assume. Please contact the Finance Department for further information. No liability is accepted by the School.
- b) The School has arranged an optional fee refund scheme that you may choose to join when accepting a place at the School or at a later date. Such scheme is subject to the fees refund scheme terms and conditions (available on request) and nothing in this clause shall be construed as overriding, or changing in any way, the terms of that scheme. The charge for joining the scheme will be invoiced to you as a Supplemental Fee. If you choose to opt in to the scheme, you are entitled to opt out of the scheme at a later date from the start of the following term by giving half a term's written notice to the School's Head of Finance.

## **10. How we may use Personal Information: References, Confidentiality and Data Protection**

- a) The School may supply information and a reference in respect of your Child to any educational institution which you propose your Child may attend or, where applicable, to UCAS, any examination board or similar educational organisation or to any prospective employer. Any reference supplied by the School will be confidential. The School will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on their ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are or your Child is alleged to have suffered, or actually suffers, resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by the School.
- b) The School will need to use information relating to your Child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and video recordings, both whilst your Child is at the School and after they have left, for the purposes of:
- i. managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
  - ii. promoting the School to prospective pupils/parents;
  - iii. publicising the School's activities; and
  - iv. communicating with the school community and the body of former pupils.
  - v. In respect of sub-clauses 10(b(ii)), 10(b(iii)) and 10(b(iv)), this includes use of such information by the School in/on the Prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels.

You may opt out of your child being used in any publicity at any time via completing a Data Protection Consent form available from the School's Main Office.

- c) The School will send information (e.g. school reports) about your child to you as a matter of course. Those persons who have Parental Responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to their progress, development and/or education generally). The School will therefore disclose such information as a matter of routine to such persons unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).
- d) By entering into these Terms and Conditions you, as agents of the Child, consent to the processing by the School or its properly appointed agents of personal data under this clause 10, including sensitive data, for the purposes of safeguarding and promoting the welfare of the Child. The School will process personal data about you and your child in accordance with the UK General Data Protection Regulation, Data Protection Act 2018 (as each is amended or superseded), and other related legislation. The School will process such personal data:
  - i. as set out in this Clause 10 and in the School's 'Data Protection Policy', which is available on the School's website' (as may be amended from time to time);
  - ii. in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
  - iii. to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.

## **11. Intellectual Property Rights**

The School reserves all rights and interests in any intellectual property rights arising as a result of your Child's actions where such rights arise in conjunction with any member of staff of the School and/or other children at the School for a purpose associated with the School. Any use of any such intellectual property rights by a Child is subject to the terms of a licence to be agreed prior to the use between your Child, you and the School. The School will recognise your Child's role in creating, generating or owning any such intellectual property rights.

## **12. Changes in Ownership etc.**

For the purposes of constitutional changes to the School (including reconstruction and changes to the legal entity that runs or owns the School) or amalgamation of the School with another, the School may transfer the undertaking of the School to any other natural or legal person, and/or to amalgamate the School with any other educational institution or establishment and assign the benefit of this contract in connection with any such transfer or amalgamation. The School will notify you if this happens and will ensure it does not affect your rights under these terms and conditions. The School may transfer its rights and obligations under this contract in connection with any such transfer and/or amalgamation.

### **13. Termination**

- a) Without affecting any other right or remedy available to it the School may terminate this agreement at any time by notice in writing to you without any obligation to refund any amount of the Deposit or Fees, if:
- i. you do not make a payment to the School when it is due and you still do not make payment within thirty (30) days of the School reminding you that such payment is due;
  - ii. you, in the reasonable opinion of the School, make a serious misrepresentation of facts or circumstances (whether by act, omission or withholding information) to the School about you and/or your Child in relation to any of the following:
    - a. information that is relevant to the provision of education by the School to your Child;
    - b. you and/or your Child are legally entitled to enter, reside and/or study in the United Kingdom when in fact You and/or your Child are not;
    - c. the source of funds you are using to pay the fees, as required under clause 3(r) of these terms and conditions.
    - d. Your Child's health, medical conditions, special educational needs, disabilities and/or allergies.
  - iii. You:
    - a. are unable, following the School's request, to demonstrate that you will be able to pay the Fees and Supplemental Fees due under these terms and conditions;
    - b. are otherwise unable to pay your debts as they fall due;
    - c. are the subject of a bankruptcy petition or order; or
    - d. You enter into an individual voluntary arrangement.
  - iv. You commit a material breach of your obligations under clause 5 (School Policies and Regulations), clause 6 (Suspension, Removal and Expulsion of a Child) and/or clause 8 (The Parent's Obligations) of these terms and conditions that is in the reasonable opinion of the School irremediable, or if, in the case of a breach under clause 5 (School Policies and Regulations) and clause 8 (the Parent's Obligations) only, in the reasonable opinion of the School, the breach is remediable, you fail to remedy that breach within 14 days after having been notified by the School to do so;
  - v. You fabricate reasons for your Child's absence during a School Term.
- b) Either party may terminate this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- c) For the avoidance of doubt, this agreement shall terminate at the leaving date.

### **14. Force Majeure**

- a) In this agreement "force majeure" means any of the following events:
- i. acts of God, flood, drought, earthquake or other natural disaster;



- ii. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - iii. nuclear, chemical or biological contamination or sonic boom, pandemic or epidemic of any disease;
  - iv. industrial action;
  - v. collapse of buildings, fire, explosion or accident; and
  - vi. compliance with any law or governmental order, rule, regulation or direction (including that of a local authority).
- 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.
- c) If the School is prevented from performance of its obligations for a continuous period of 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 (excluding payment obligations), you shall give the School notice in writing of the force majeure. You shall not be liable for non-performance of such obligations (excluding payment obligations) during the continuance of the force majeure but in the event of the force majeure continuing for more than four months you must discuss with the School a solution by which this agreement shall be performed.

## **15. Communications**

All notices required to be given under these terms and conditions must be given in writing. 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 in the UK, notice shall be deemed to have been given on the second day after posting. If sent by post from outside the UK, notice shall be deemed to have been given on the fifth day after posting. If delivered by hand or emailed, notices will be deemed to have been received, in the case of hand-delivery on the day of delivery and in the case of email on the day sent.

## **16. Interpretation**

These terms and conditions supersede those previously in force and will be construed as a whole. Headings in these Terms and Conditions are for ease of understanding only and do not form part of these Terms and Conditions. The Offer Letter, Acceptance Form, the Schedule of Fees, the School Policies and Regulations and any other regulations set by the School, and any conditions of any bursary or scholarship (if applicable) and these terms and conditions constitute the terms of a contract between you and The School.

**17. 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 use reasonable endeavours to give you at least one Term's notice of any such modifications.

**18. Third Party Rights**

Only you and the School are party to these terms and conditions; your Child is not a party to it. It is not intended that the terms of the contract shall be enforceable by your Child or by any other third party. The provisions of the Contracts (Rights of Third Parties) Act 1999 are therefore expressly excluded from these terms and conditions.

**19. Governing Law**

These terms and conditions and any dispute or claim (including any non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

**20. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including any non-contractual disputes or claims) arising out of or in connection with these terms and conditions or its subject matter or formation.

**This is an optional scheme and does not form part of the Terms and Conditions**

**Scheme (Key Facts)**

Unfortunately, children become ill and are consequently absent from school. Usually this is for short periods but sadly there are circumstances where children can suffer serious illness or accidents and in some cases their absence can be for much longer periods whilst they are recuperating and/or being treated.

Most of the costs of running the school are fixed on an annual basis. For this reason, school fees cannot be refunded to parents where their children are absent due to illness, even where this may be for a prolonged period of time.

The school has taken out an insurance policy and under the policy can claim refunds that may be paid to the relevant fee- payer. In order to benefit under this scheme, the fee payer must elect to join the scheme.

Key facts:

The Grange School team regularly process claims for many parents of pupils who have suffered illness. Some of these relate to pupils who have unfortunately suffered long term illness.

The period of cover for each termly charge is the first day of term to the last day of term including half term and weekends during term-time.

Claims can be made for continuous absence due to illness for 5 days or more (including weekends).

A doctor must certify claims of 15 days or more.

In order to claim benefits from the scheme the fee payer must elect to join by ticking the box on the acceptance form prior to your child joining the school.

The charge made for inclusion is 0.82% of fees excluding extras. For a standard senior school pupil for Autumn 2023 this is £35.71 per term. Fees for the year are £13,065

This scheme is for the benefit of parents and/or the relevant fee payer. Therefore, where parents or the relevant fee-payer(s) do not participate in the scheme the school will not refund fees where a child is absent from school due to illness, accident or quarantine under any circumstances.

The following information is correct at time of going to press but is updated annually and updates are available to view on the school web site.

**Grange School Fees Refund Scheme**

**Effective from September 2022**

The absence of a pupil does not lessen the cost of running the school and fees are not refundable if a pupil is unable to attend classes due to sickness, accident or quarantine. The school is however, able to make refunds through the Fees Refund Scheme outlined below.

## Operation of the Scheme

The contract you have with the school is for the provision of educational services. Participation in this Scheme alters that contract and entitles you to receive a refund of school fees in certain circumstances as detailed below. The school is able to refund such fees as it has taken out an insurance policy under which it can claim, subject to the claim meeting the relevant criteria.

To extend the benefits of this Scheme to you in the simplest and most economical way, a termly charge is included on your school fee account at 0.82% of the termly fee. Please note the termly charge is not an insurance premium and you are not entitled to claim directly from the school's insurance policy. The school reserves the right to vary the termly charge by giving advance notice to you.

To participate in the Fees, Refund Scheme please opt in by ticking the relevant box on the acceptance form.

You can discontinue your participation in this scheme from the start of any term by giving advance written notice to the school.

When participation begins and ends:-

Your participation in the Scheme commences on the first day of term, or the date the first termly charge is paid to the school, whichever is the later. Participation ends when the pupil leaves the school, is withdrawn from the school or participation in the Scheme is discontinued. If, however, the withdrawal is solely due to injury or illness of the pupil the cover ceases at the end of the term in which the pupil is withdrawn.

Refunds of fees are made for:

1) Absence from the school for a period of at least 5 consecutive full days (including weekends and half term breaks) due to the pupil's illness or accident or the pupil having been in contact with an infectious disease. A Medical Practitioner must certify the necessity of any absence of 15 consecutive full days or more.

**Absence** is defined as the inability to:

- a) attend all classes at the School or
- b) benefit from any Remote Learning

**Remote learning** is defined as lessons or school work provided in circumstances where the School is operating remotely or on a distance learning basis

2) The necessary closure of the whole of or a separate area of the school owing to an outbreak of an infectious disease amongst the pupils and/or staff which renders the continuance of school work impossible. There is no cover for the first 7 days of any such closure. For example, if the school should be closed for 8 days due to an outbreak of an infectious disease at the school the Scheme would, subject to terms and conditions, refund one day's fee.

General Exclusion applying to 1) – 2) above

This scheme does not cover any claim directly or indirectly caused by, contributed to or arising from any new or ongoing pandemic or epidemic of disease.

### Conditions:

- 1) The maximum refund under the Scheme for any one pupil for any one medical condition or series of related medical conditions is limited to 280 days calculated from the first day of absence.
- 2) A Medical Practitioner must be an independent Medical Practitioner and not a member of the pupil's immediate family.
- 3) The fee is defined as the net amount (excluding extras) a fee payer is required to pay each term for the attendance at the school of the pupil.

No refund will be made if a pupil is kept from school:

- a) due to a sickness, condition or injury that the fee payer, parent, legal guardian or pupil was aware of and received treatment or advice for in the 12 months prior to their inclusion in the Scheme, except when the pupil has been free of all related symptoms for a continuous period of 24 months after first joining the Scheme;
- b) due to fear of infection at the school.
- c) due to the pupil's congenital abnormality or illness caused directly or indirectly by any congenital abnormality that the fee payer, parent legal guardian or pupil was aware of prior to their first inclusion in the Scheme;
- d) due to inoculations or similar preventative treatments, unless such treatment is insisted upon by the school;
- e) after a pupil has been certified as physically fit to resume attendance at school or resume remote learning, or in the case of contact with an infectious disease in respect of any period after the end of the recognised quarantine as laid down in the code of the Medical Officers of Schools Association;
- f) due to injury or illness sustained through war, invasion, hostilities or acts of foreign enemies (whether war be declared or not);
- g) due to an act of terrorism, nuclear, chemical or biological terrorism or the threat thereof.
- h) due to any new or ongoing pandemic or epidemic of disease.

### How to apply for a refund

Absence from school - ask the Finance Department for a Fees Refund Form. For an absence of 15 consecutive full days or more the appropriate section must be completed by the pupil's Medical Practitioner and the form returned to the school. Any charge or fee for completing the form is to be borne by the fee payer.

Your application for a refund should not be made later than 30 days after the end of the term to which the refund relates. Where school fees for an absence for 30 consecutive days have been refunded, further related absences during the period of rehabilitation will be deemed to be a continuation of the same period of absence provided they are certified by an Independent Medical Practitioner.

### How refunds are calculated

Refunds are based on the length of absence during term time only. Fees will be refunded pro rata to the actual time away from the school. This means that the amount payable for each full day of absence is calculated by dividing the pupil's fee for that term by the actual number of days in the term (including weekends and half term breaks).

### Free place in the event of accidental death

In the event of an accident that results in the death of a person who is legally obliged to pay the school fees (other than in the capacity of a trustee of a fund from which the fees are paid) for a pupil in the Scheme, the school will maintain the pupil's place at the school free of charge for up to 6 terms following the death, provided that such person is under 70 years of age at the time of death and the death is caused solely by accidental means and independently of any other cause.

Death arising from illness, natural causes, suicide, intentionally self-inflicted injury, war, act of terrorism or nuclear, chemical or biological terrorism is not covered. A request for a free place must be made to the school within three months of the date of death.

### Cancellation

You can discontinue your participation in this Scheme from the start of any term by giving Half Term's Written Notice to the school.

The school may cancel this Scheme at any time by giving 30 days written notice to you at your last known address.

### Data Protection Act

You should understand that any information you have provided to the school, or will provide in the future, will be processed by the school, in accordance with the school's privacy policy, a copy of which will be provided upon request. Such uses will include the sharing of personal data with third parties such as insurers and the Scheme Administrator, Marsh, to arrange and administer insurance policies and to handle claims and complaints.

### Governing law

This Scheme is governed by and in accordance with English and Welsh Law. For any further information or enquiries please contact the school.

### Administration

The Fees Refund Scheme is administered by Marsh Ltd. The Fees Refund Scheme is not an insurance contract.

For any further information or enquiries please contact the school.

## **TERM DATES 2023-2024**

### **AUTUMN TERM - 2023**

**INSET** **Tuesday 29<sup>th</sup> August & Wednesday 30<sup>th</sup> August 2023**  
**Term Starts** **Thursday 31<sup>st</sup> August 2023**  
*Half Term* *Monday 16<sup>th</sup> October – Monday 30<sup>th</sup> October inclusive*  
**INSET** **Monday 30<sup>th</sup> October 2023**  
**Term Ends** **Wednesday 20<sup>th</sup> December 2023 (full day)**

### **SPRING TERM - 2024**

**INSET** **Thursday 4<sup>th</sup> January 2024 and Friday 5<sup>th</sup> January 2024**  
**Term Starts** **Monday 9<sup>th</sup> January 2024**  
*Half Term* *Monday 19<sup>th</sup> – Friday 23<sup>rd</sup> February inclusive*  
**Term Ends** **Thursday 28<sup>th</sup> March 2024 (full day)**

### **SUMMER TERM - 2024**

**INSET** **Monday 15<sup>th</sup> April 2024**  
**Term Starts** **Tuesday 16<sup>th</sup> April 2024**  
**May Day** **Monday 6<sup>th</sup> May 2024 (Bank Holiday)**  
*Half Term* *Monday 27<sup>th</sup> May – Friday 31<sup>st</sup> May inclusive*  
**Term Ends** **Friday 5<sup>th</sup> July 2024 (full Day)**