

# RGS SURREY HILLS

## **PARENT CONTRACT** Terms & Conditions

**NAMES OF PARENTS**

# RGS Surrey Hills Parent Contract

## TERMS AND CONDITIONS

### 1. Definitions

- a) **Meanings of some words and phrases we use in these terms and conditions.** In these Terms and Conditions (and in the Acceptance Form to which these Terms and Conditions are attached) some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these Terms and Conditions they shall have the meaning given to them here:-
- “Acceptance Form”** means the form provided by the School for parents to complete when accepting a place for their child at the School;
- “child”** means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;
- “the Complaints Procedure”** is the School’s procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. It does not form part of the contract between you and the School. A copy of the procedure is available from the School at any time upon request and is also available on the School website;
- “deposit”** means the sum referred to as such in the Acceptance Form as amended from time to time (and that is separately set out in the Schedule of Fees);
- “fees”** means the fees set out in the Schedule of Fees as amended from time to time;
- “fees in lieu of notice”** means that due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the School’s losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given;
- “FIA Terms & Conditions”** means the supplemental terms and conditions relating to the School’s fees in advance scheme;
- “Headmaster”** 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;
- “Learning difficulty”** means a condition (which is not a disability) such as dyslexia, dyspraxia, dyscalculia, dysgraphia and attention deficit disorder;
- “Normal leaving date”** is the end of Year 13, which is the normal leaving date;
- “Schedule of Fees”** means the published note of the School’s prevailing fees notified to you from time to time and a copy of which remains available on the School’s website and upon request;
- “School Crate”** is a single unit of storage provided by School Trunk Ltd for the purposes of storing pupil’s possessions during holidays;
- “School Rules”** means the rules of the School, a copy of the current version of which is provided to each child on entry and is sent to parents with the letter offering a place at the School, as those rules may be amended from time to time for legal, safety or other practical reasons or in order to assist the proper administration of the School. Parents will be given notice of such amendments. A copy is attached to these Terms and Conditions;
- “term”** means a term of the School as notified to parents from time to time;
- “a term’s notice”** means written notice given not later than the date specified in the term before the term to which the notice relates, see [Clause 3\(a\)](#);
- “Terms and Conditions”** means these terms and conditions as amended from time to time;
- “we”** or the **“School”** means the legal entity carrying on as the School as identified in [Clause 1\(b\)](#) below, or its duly authorised representative (as the context requires);
- “in writing”** means a letter sent by Registered Post or any means that requires a signature on receipt or by email as long as there is a linked reply from the School. Please telephone the School to confirm receipt of your email if you have not received an acknowledgment from us within 3 working days (during term-time) and four days (during a school holiday period bearing in mind the School is closed over the Christmas period and New Year);
- “you”** or the **“parents”** means each person who has signed the Acceptance Form as parent or guardian of a child or a person who, with the School’s express written consent, replaces a person who has signed the Acceptance Form (and “your” shall be construed accordingly).

In these Terms and Conditions we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using words “for example”, “includes” or “including”. When we do use these words it means that the examples given are not exclusive or limiting examples of the matter in question.

We also use headings to introduce separate provisions; these headings are for ease of understanding only.

- b) **Who we are.** We are Box Hill School Trust Ltd a company registered in England and Wales. Our company registration number is 700927, our charity registration number is 312082 and our registered office is at Box Hill School, Mickleham, Dorking, Surrey RH5 6EA. Our registered VAT number is 139 5486 76.
- c) **Our contract with you.** The Acceptance Form, the Schedule of Fees, the School Rules, the FIA Terms and Conditions, and these Terms and Conditions (as in each case may be varied from time to time) form the terms of an agreement (the “contract”) between you and the School. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

## 2. Acceptance and Deposit

- a) **How you accept an offer of a place.** An offer of a place for your child at the School is accepted by your submitting the duly completed and signed Acceptance Form and paying the deposit.
- b) **The non-refundable status of the deposit.** The deposit is not refundable if your child does not take up a place at the School (except where the School fills the vacancy created by your child’s withdrawal and the year group is full, in which case the School shall refund the deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs’).
- c) **How we use the deposit.** Unless you have indicated that you would like to donate all or part of the deposit to the School’s Bursaries Programme the deposit will form part of the general funds of the School until it is refunded from one month after the last day of your child’s final term less any outstanding fees or other sums.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the School and what happens if you withdraw at that stage.

The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their decisions about schooling for their children as it means we are less likely to fill the place. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

## 3. Withdrawing your Acceptance of a Place before your child joins the School

- a) **The period of notice we require.** If you wish to withdraw your acceptance of a place **BEFORE** your child starts at the School you must give us written notice on or before the dates specified below, which fall in the term immediately preceding the term in which your child was due to start. This means that if, for example, your child is due to start at the School in September at the start of an academic year then you would need to tell us in writing that you wish to withdraw your acceptance of a place on or before 20th April (i.e. in the final term of the previous academic year).

Dates by which notice must be received are as follows:

10th September to withdraw at the end of the Autumn Term

10th January to withdraw at the end of the Spring Term

20th April to withdraw at the end of the Summer Term

- b) **If we receive that period of notice.** If you provide that period of notice, you will lose the deposit (subject to repayment under [Clause 2\(b\)](#) above if the resulting vacancy is actually filled by the School) but no further fees will be payable.
- c) **If we do not receive that period of notice.** If you do not provide us with notice on or before the dates specified which fall in the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term’s fees will be payable by you and will become due and owing to the School as a debt. The term’s fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the deposit you have paid (without interest) to the payment of the term’s fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.

#### 4. School Fees, Supplemental Charges and Payment

- a) **What the fees include.** The fees include all the costs incurred in the usual course of the education by the School of your child and, if applicable facilitating our boarding provision. The provision of any necessary educational materials are included in the fees unless otherwise notified by the School at any time (either in the Schedule of Fees or otherwise).
- b) **What the fees do not include.** We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the School in addition to the fees) as **supplemental charges**. By way of example, any extra-curricular activities (such as private music lessons, trips and visits) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly. In addition (and by way of further example), all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child, charges for taxis, purchases from the school shop, medical fees for treatment by a dentist, doctor and optician, photographs and School Trunk costs will also be charged as supplemental to the fees. If parents wish to hire more storage for their child(ren) they may do so by paying for additional School Crates. The supplier – **School Trunk Ltd** – will invoice parents directly where additional School Crates are required. On some occasions, where requested by you, we arrange for taxi journeys on behalf of your son/ daughter and will pay the fare on your behalf. We will add the exact cost of these services, provided by third parties to your next invoice.
- c) **Applicable taxes.** All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).
- d) i) **Who is responsible for ensuring payment.** Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees due and supplemental charges due are paid to the School. This is because our contract applies to both of you together and each of you on your own. Each of you remains liable to the School for the whole of the fees and supplemental charges due **UNLESS AND UNTIL** the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges (or any part of them). Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid to the School then, in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent.
- ii) **How can one person remove him/herself from their payment responsibility.** A person who has signed the Acceptance Form, may withdraw from this contract with the School by submitting a term's notice but that person must obtain the prior written consent of **both** the School and the other person who has signed the Acceptance Form.
- iii) **How the scholarship and bursary awards are treated.** If your child has been awarded a scholarship or bursary, your responsibility will be for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Headmaster, 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 Headmaster that an award may be withdrawn from your child, you will be notified in advance. If, within fourteen (14) days following the withdrawal of a scholarship or bursary, your child is withdrawn from the School, no fees in lieu of notice will be payable by you; this will give you enough time to decide whether you want to continue to educate your child at the School.
- e) **How fees are charged and payment requirements.** Each term's fees are charged separately and the fees payable in respect of each term fall due on the **first day of that term**. Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 4(d)(i) above). The fees may be paid in full either by cheque or by direct bank transfer, by credit/debit card or via the Billing Portal before the first day of the term to which the invoice relates. We may not allow your child to attend School if you do not pay on time.
- f) **Payment of supplemental charges.** All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included in the School's fees invoice. All such supplemental charges must be paid in full either by cheque or by direct bank transfer, by credit/debit card or via the Billing Portal on or before the **first day of the then forthcoming term**.
- g) i) **Non-payment of fees.** We may refuse to allow your child to attend the School, or withhold any references, or withdraw sponsorship of your child's student visa (if applicable) while fees remain unpaid or there is a persistent failure by you to pay the fees on time.

- ii) **Non-payment of supplemental charges.** We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid. As a point of clarification if your child is in their final term we will expect the supplemental charges to be paid by the first day of the term or your child will be excluded from the relevant extra-curricular activity or relevant public examination until they are paid.
- iii) **We can charge interest if you pay late.** If you do not make payment to the School by the due date for payment (see [Clauses 4\(d\)](#) and [4\(e\)](#) above) we may charge interest to you on the overdue amount at the rate of two per cent for each month or part of month that the debt remains unpaid, without further notice. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgement against you. You must pay the School the interest together with the overdue amount.
- iv) **We can notify other educational institutions of your outstanding payments.** We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.
- v) **We can recover our costs for recovering late or non-payments.** You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs being costs that would be allowable by courts if judgement was made in the School's favour).
- h) **Our ability to increase fees.** We will review our fees during the course of your child's education (usually annually) and may increase them by such amount as the School considers reasonable. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under [Clause 5\(a\)](#) below.
- i) **Fees and supplemental charges will not be reduced due to your child's absence.** Fees and any agreed supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. If your child takes study leave at home before or during public examinations or stays at home following those examinations or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of such periods spent at home or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason.
- j) **How fees are discharged under our 'Fees in Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School.** Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (i.e. where you have made a capital payment in respect of all or part of the fees due under this contract) the School will administer such capital sum to meet the fees pursuant to the FIA Terms and Conditions PROVIDED THAT you shall meet the difference between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. For the avoidance of doubt, the School will provide a termly statement of account in respect of the fees and supplemental charges and the difference shall be payable in accordance with terms and conditions of this contract.
- k) **Special access arrangements are charged at cost.** In accepting a place, parents of pupils requiring special access arrangements for examination purposes accept that any individual invigilation requirements will be charged at cost.
- l) **Language testing for overseas students.** All overseas students are tested a second time in English on arrival to ensure the correct placement in the School. If the School then discovers that the student's English is of a significantly different standard than the School has been led to believe then the School reserves the right to:
  - i) Place the student in the International Study Centre (ISC) if the student has already been offered a place in the mainstream School, until the student's English is of sufficient standard to enter the mainstream School. The ISC has a separate fee structure and parents will be liable for the difference in fees.
  - ii) Place the student in a different class (if they have been offered a place in the ISC) until the student's English is of sufficient standard to move back into the original class.
  - iii) Withdraw the place in which case parents are liable for the first term's fees and will forfeit their deposit under [Clause 13\(a\)\(ii\)](#).
- m) **You will still be liable as a debtor to the School if you default on the School Fees Plan (SFP).** If you subscribe to the SFP (or any plan) that allows you to pay via a third party the School fees monthly and you default on that agreement you will become a debtor to the School and NOT to that third party. As a point of clarification, the SFP collect fees payments from you monthly but pay the School on your behalf at the start of the term; if you default on that arrangement then School pays SFP the money outstanding and you become a debtor of the School and subject to [Clause 4\(g\)](#).

- n) **All students with a specific learning difficulty will be required to have initial Learning Support lessons, which will be at extra cost.** A decision as to whether these lessons continue will be made at half term by the Learning Support Department after consultation with the subject teachers and parents.

## 5. Notice Requirements

- a) **Notice to withdraw your child from the School.** If you wish to withdraw your child from the School (other than at the normal leaving date which is the end of Year 13), you must either give us a clear term's notice to that effect or pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. This means that if, for example, you wish to withdraw your child with effect from the start of the Autumn term (i.e. at the start of the academic year) then you would need to tell us in writing that you wish to withdraw your child on or before 20th April (i.e. in the final term of the preceding year).

Dates by which notice must be received are as follows:

10th September to leave at the end of the Autumn Term

10th January to leave at the end of the Spring Term

20th April to leave at the end of the Summer Term

Notice received after these dates will incur fees in lieu of notice, as explained in the Definitions.

ISC students enrolled within the International Study Centre (ISC) on one-year courses would be expected to continue onto further study in the School and therefore the same notice terms apply.

- b) **Notice to change your child's place at the School.** If you wish to change your child's place at the School from a boarding to a day place or from a termly to a weekly boarding place; you must either give a term's notice or pay to the School the difference between the boarding and the day or weekly boarding fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.
- c) **When the relevant amount in lieu of notice must be paid.** In cases under (a) or (b) above the appropriate sum in lieu of notice will become payable by you to us as a debt on the first day of the term, which would have been the final term of provision if a term's notice had been given.
- d) **Notice to withdraw your child from participating in an activity covered by a supplemental charge.** If you wish to withdraw your child from an activity charged for as supplemental, you must either give a term's notice to that effect or pay to the School as a debt a term's charges for the activity in which your child has ceased to participate.
- e) **Withdrawal part-way through a term does not reduce the amount you owe 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 charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

## 6. Exclusion, Permanent Exclusion and Required Removal

- a) **The Headmaster's discretion to exclude temporarily or permanently your child from the School.** The Headmaster may in his discretion temporarily exclude or, in serious or persistent cases, permanently exclude your child from the School if the Headmaster considers that your child's conduct or behaviour (including behaviour or conduct outside School) is unsatisfactory and the exclusion, temporary or permanent, is in the School's best interests or those of your child or other children.
- b) **Where you can find examples of offences punishable by exclusion or permanent exclusion.** The School's Exclusion Policy sets out examples of offences likely to be punishable by exclusion or permanent exclusion. These examples are not exhaustive and the Headmaster may decide that exclusion or permanent exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.
- c) **The Headmaster's discretion to require you to remove your child from the School.** In addition to exclusion or permanent exclusion the Headmaster may in his discretion require you to remove your child from School if the Headmaster considers that:
- i) Your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or wellbeing of School 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 where we have cancelled this contract under Clause 13 below.



- ii) Your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Headmaster, the removal is in the best interests and/or those of your child or other children. If this happens, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the School which has not, in all or part, been donated to the School's Bursaries Programme) will be refunded.
- d) **What happens if your child is excluded or removed from School.**
  - i) Should the Headmaster exercise his right under either Clause 6(a) or Clause 6(c) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded and (save in cases of temporary exclusion) the deposit will be forfeited meaning the School will retain the deposit. If you are required to remove your child from School as a result of the Headmaster exercising his discretion under Clause 6(c)(ii) then the deposit will be credited in the usual way (see Clause 2(c)).
  - ii) If your child is permanently excluded or you are required to remove your child from School, fees in lieu of notice will not be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the exclusion / required removal will be refunded.
- e) **Impact of permanent exclusion or required removal on this contract.** Provided you have paid the School's final invoice, this contract will terminate with immediate effect if your child is permanently excluded or if you are required to remove your child from School.
- f) **Your right to have disciplinary matters or decisions reviewed.** You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Headmaster under this Clause 6 reviewed. Any such review shall be governed by the Complaints Procedure.

## 7. The School's Obligations

- a) **The period of your child's schooling.** Subject to these Terms and Conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her secondary schooling, which is at the end of Year 13. However, the School shall not be obliged to permit your child to enter the Sixth Form unless satisfied that it is appropriate to do so having regard to his or her 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 may make entry to the Sixth Form conditional upon the results of such examinations. However, 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 5(a) applies and you will **either** need to give us a term's notice **or** pay a term's fee in lieu of notice.
- b) **The scope of our duty to exercise reasonable skill and care for your child's education and welfare.** While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. The School shall adhere to and comply with the National Minimum Standards for Boarding Schools (applicable from time to time) published under the Children Act 1989 (as amended or superseded).
- c) **What happens if your child needs urgent medical attention.** If your child requires urgent medical attention while under the School's care, we will if practicable try to obtain your prior consent. However, should we be unable to contact you or your nominated additional adult we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).
- d) **Our right to make changes at the School.** Our prospectus and website describe the broad principles on which the School is presently run and are believed to be correct at the time of publication. However, from time to time it may be necessary to make changes to any aspect of 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), and we reserve the right to do so. For this reason please notify the School if there is anything of particular concern to you in the prospectus as it may be that recent changes are not reflected in the current version.
- e) **We will give you notice of significant changes.** Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5(a) above.
- f) **Monitoring your child's progress at the School.** We will monitor your child's progress at the School and produce regular written reports. We will 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.

- g) **Religious observance and relationships and sex education (RSE).** Religious observance at the School shall be conducted in accordance with the School's usual policies.
- h) **Storage of boarders' possessions during the holidays.**
  - i) We will provide storage for one airline compliant suitcase per pupil during term time, and three School Crates per pupil for the storage of pupil possessions during holidays.
  - ii) Storage space at School for boarding pupils is limited, and parents are encouraged to monitor the accumulation of possessions appropriate to the pupil's boarding accommodation.
  - iii) In order for the School to manage its building development and lettings programmes all rooms specified by the School must be cleared during holidays. Three School Crates will be provided by the School for the storage of pupil's possessions. No other form of holiday storage (suitcases/plastic bags/clothes holders) will be permitted.
  - iv) The school will store during term time one empty airline compliant suitcase per pupil.
  - v) Where rooms are not required to be cleared by the School during a holiday, parents should ensure appropriate contents or personal possessions insurance is in place; the School will not be liable for any loss or damage to pupils' possessions left at the School during holidays.
- i) **Arrangements for pupils with disabilities.** The School will make reasonable adjustments for children with disabilities, to the extent such requirements are required by law.

## 8. The Parents' Obligations

- a) **We require your cooperation.** In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Headmaster and School staff need your cooperation, including in particular by you fulfilling your own obligations under this contract.
- b) **Examples of the cooperation and assistance we require.** You must cooperate with the School and School staff in good faith including by:
  - i) Disclosing to the School, prior to the offer of a place, in confidence, details of any learning difficulty or disability giving rise to a special educational need (for example, dyslexia, dyspraxia, attention deficit disorder, visual or hearing impairment or any condition requiring use of a wheelchair) or any psychological issues (if your child is receiving counselling, or has received counselling in the past, suffered from depression, etc.). Also at any stage if there has been any changes to the information previously provided to us, including your child's educational history. You understand that any failure to have done so may lead to cancellation of this contract, forfeiture of the deposit and your child not being able to start at the School (see [Clause 13\(a\)\(ii\)](#) below). You understand that any additional support provided by the School to assist pupils with learning difficulties is likely to be subject to a supplemental charge.
  - ii) Maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract);
  - iii) Encouraging your child in his or her studies, and giving appropriate support at home;
  - iv) Keeping the School up-to-date and informed of matters which affect (or may affect) your child (including circumstances which arise at any time that affect (or may affect) your ability to pay the fees and supplemental charges for your child) and ensure 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;
  - v) Providing cooperation and assistance to the School so that your child can participate and benefit from the School's provision of education (including where the School may wish/need to provide such education remotely); and
  - vi) Attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- c) **You must notify us of your child's health/medical conditions or special education needs.** It is a condition of your child joining the School and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child to include details of vaccinations. You must inform the School of any health or medical condition, special education need(s), disability or allergy that your child has or subsequently develops, whether underlying long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same.
- d) **Circumstances where we may require you to keep your child away from School.** If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by



reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to School until such time as the health risk has passed. Where it is considered appropriate in such circumstances we shall endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post and by use of virtual teaching).

- e) **You must notify us of any special arrangements needed for your child.** You must inform the School of any situations where special arrangements may be needed for your child including for their education or welfare.
- f) **You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child and provide us with copies of them.** You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision for education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; (iii) the payment of fees and/or supplemental charges. In any circumstances you must (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or relevant parts of them), having obtained the permission of the court if necessary.
- g) **We require you to nominate a 'responsible adult' for us to contact in your absence.** It is a condition of your child's joining the School that, where required (such requirement being made known to you by the School prior to your child joining the School), you complete and submit to the School a parental absence form in respect of your child which, amongst other things, will nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child if the School is not able to contact you.
- h) **We are entitled to expect that parents have consulted with each other regarding decisions relating to your child.** You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, subject only to Clause 9(i) below, you (and each of you) accept that the School is entitled to treat:
  - i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
  - ii) any communication from the School to one of you as having been given to both of you.
- i) **We are entitled to require that notices of withdrawal must be confirmed by both parents.** A notice of withdrawal of your child served under this contract (i.e., under any of Clauses 3(a), 4(c)(iii), 5(a), or 5(b)) must be sent electronically using the Notice Form in the **Giving Notice** section of the **Parent Portal**. The School will assume that it is from each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until it is satisfied that all holders of parental responsibility have agreed such notice). The School will acknowledge receipt of the form within 3 working days but you should not assume the form has been received until you are in receipt of the School's acknowledgement. **In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 4(d)(iii), 4(h), 5(a), 5(b), or 5(d) of these Terms and Conditions<sup>2</sup> you telephone the School to confirm receipt if you have not received an acknowledgment from us within 3 working days (during term-time) and four days (during a school holiday period bearing in mind the School is closed over the Christmas period and New Year) after submitting your notice.**
- j) **You must notify us of your child's unplanned absence from School.** The School must be informed as soon as possible in writing of any reason for your child's absence from School.
- k) **You must notify us of your child's planned absence from School.** Wherever possible the School's prior consent should be sought for absence from the School. Your child may not leave the School early at the start of a holiday without the Headmaster's prior consent, which must be gained before any flights are booked. The same applies to late returns after a holiday. Requests for absence should be sent to the Headmaster at [absence@boxhillschool.com](mailto:absence@boxhillschool.com)
- l) **Parents must notify us if they will be absent for a period of time.** If at any time during your child's time at the School you (and each of you as the holders of parental responsibility for your child) will not be in the United Kingdom at any time or you (or either of you) will otherwise be absent for a period of longer than three (3) consecutive school days then you must inform the School immediately in writing to [absence@boxhillschool.com](mailto:absence@boxhillschool.com) and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- m) **Welfare of your child whilst off School premises.** We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of the School staff.

- n) **If you have cause for concern.** 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.
- o) **Guardianship.** All non-EEA boarders are required to have a nominated Guardian if their parents are living abroad. It is a requirement of the School that a Guardian be maintained at all times by parents, where applicable, and failure to do so may lead to the School exercising its right to appoint an Emergency Guardian at the parent's expense until the parent confirms that they have made suitable arrangements. The parent has a contractual obligation to maintain a Guardian at all times and inform the School of any changes to Guardianship arrangements. Should the School need to send the boarder to a Guardian due to (for instance) a disciplinary suspension and the School subsequently discovers the nominated Guardian is unavailable, the School reserves the right to appoint an Emergency Guardian and charge the costs to the parents' bill.
- p) **Non UK Nationals only – EHIC card.** If you are resident within the EEA then it is your responsibility to make sure your child has a European Health Insurance Card (EHIC). If you are resident outside the EEA then you can subscribe to the School's private health care scheme to avoid charges if your child is admitted to hospital as either an in-patient or out-patient. Visits to the School doctor on site are free of charge for EEA and non EEA nationals.
- q) **Compliance with School Rules.** It is a condition of remaining at the School that you and your child comply with the School Rules. In addition, you promise to ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the School Rules).
- r) **We may undertake drug testing of your child.** In accepting the place offered at the School you agree to him or her being randomly or routinely tested for drugs and substances as defined in the School's Drugs Policy. In the case of a positive test, the School will act in accordance with its Drugs Policy. The Drugs Policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- s) **Monitoring your child's email communications, internet use, and use of social media.** The School may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and use of social media. We may do this for various reasons, including ensuring compliance with School Rules 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.
- t) **You are required to update us of changes to information held, or in circumstances relating to you and/or your child.** You must: (i) confirm (or update, if necessary), when requested, such information (and/or documentary materials) about (or relating to) you and/or your child that is held by the School; and (ii) in any event, inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child, that has previously been notified to the School, including relevant contact details.
- u) **Change of address or contact details.** You must notify the School of any change of address(es) or contact details in writing. In particular any changes to your child's living arrangements including the date of the change. Please contact the School at [contacts@boxhillschool.com](mailto:contacts@boxhillschool.com)
- v) **Activities involving some element of physical risk.** 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.

## 9. Insurance

- a) **Your responsibility to make your own insurance arrangements.** You must make your own insurance arrangements if you require cover for your child's person or property while at School or for the payment of fees due to absence of your child or closure of the School premises, if you have not opted in to the insurances arranged by the School.
- b) **School Crates.** If possessions are stored in School Crates during holidays they will be insured by the School.

### PLEASE READ THIS NEXT SECTION CAREFULLY

Although there will be circumstances when it is appropriate to seek a parental consent, data protection and privacy rights belong to the individual. Children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain decisions relating to their personal data themselves.

Please also see our Data Protection Policy, Privacy Notice for Parents and Privacy Notice for Pupils which are available on the School's website.

## 10. Personal Information: Confidentiality, References and Data Protection

- a) **We may provide a reference for your child.** We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- b) **We will need to use information relating to your child, and to you, for certain purposes connected with running the School.** This will include name, contact details, School records, photographs and video recordings, (which will include passing your contact details to the Parents' Association), both whilst your child is at the School and after he or she has left for the purposes of (i) promoting the School to prospective pupils/parents; (ii) managing relationships between the School and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees, (iii) publicising the School's activities; and (iv) communicating with the School and the body of former pupils. In respect of (i), (iii) and (iv), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium), the School's website(s) and (where appropriate) the School's social media channels. Please contact [Marketing@boxhillschool.com](mailto:Marketing@boxhillschool.com) if you do not wish images of your child(ren) to be used in this way or your contact details to be passed to the BHSA.
- c) **Consent for use of personal data.** It will not always be necessary or practical for us to obtain consent for every use we make of personal data. The law recognises this but does require that we set out these uses clearly as far as possible.
- d) **As a student sponsor we need your consent to us providing certain information to the Home Office.** In order to comply with our responsibilities as a licensed student sponsor for immigration purposes, we may need to provide information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether we actually sponsor your child or not). Such information may include information about your child's immigration status, attendance records, and any changes in your or your child's circumstances (including where your child is excluded, required to be removed, or this contract is terminated) and the availability of funds that you are using to pay the fees. You consent to us notifying and/or supplying information relating to you and/or your child to the United Kingdom Visas and Immigration (UKVI) unit of the Home Office (and to do so notwithstanding whether we actually sponsor your child or not).
- e) **We will send information (e.g. School reports) about your child to both of you as a matter of course.** You agree that 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 his or her progress, development and/or education generally). The School shall 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 the Data Protection Act 2018 (as amended or superseded)). We will also send information (e.g. School Reports) about your child to agents and/or guardians when requested, unless you wish us not to. Please contact [Registrar@boxhillschool.com](mailto:Registrar@boxhillschool.com) if you do not wish us to do so.
- f) **Data Protection Law.** The School will process personal data about you and your child in accordance with the Data Protection Act 2018 and other related legislation. We will process such personal data:
  - i) As set out in 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.
- g) **The School operates CCTV and audio monitoring.** The School operates CCTV for the greater security of both the campus and students. The School has audio monitoring in changing rooms to improve the safeguarding for students.
- h) **Push Messages.** You understand that the School may send you 'Push Messages'.

## 11. Intellectual Property Rights

**Recognising these rights.** We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

## 12. Changes in Ownership of the School

**The circumstances in which we may transfer this contract to someone else.** For the purposes of constitutional changes to the School (including changes to the legal entity that owns and runs the School) or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation. We will notify you if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

## 13. Ending this Contract

- a) **Our rights to end this contract.** The School may end this contract at any time by notice in writing to you without prejudice to its other remedies and without any obligation to return any deposit or fees paid by you if:
- i) You do not make a payment to us when it is due and you still do not make payment within fourteen days (14) days of us reminding you that such payment is due;
  - ii) You (or either of you) make a serious misrepresentation of facts or circumstances to us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not) or any information about your child's health, medical condition, special educational needs, disability or allergies;
  - iii) You fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
  - iv) You (or either of you):
    - i) Are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
    - ii) Are otherwise unable to pay your debts as they fall due;
    - iii) Are the subject of a bankruptcy petition or order;
    - iv) You enter into an individual voluntary arrangement; or
    - v) You otherwise do not comply with (i.e. you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Headmaster's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligation under this contract;
    - vi) You fail to provide us with information we consider to be satisfactory as to your identity, your child's identity, your child's right to enter, live and study in the UK or the availability of funds you are using to pay the fees as required under [Clause 10\(d\)](#);
- b) **Your rights to end the contract.** You may end this contract at any time by notice in writing to the School if:
- i) You have a legal right to end the contract because of something we have done wrong;
  - ii) The School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound up for any reason.
- c) **When this contract will end if not terminated early.** For the avoidance of doubt, and without us having to provide you with notice, this contract shall end on the settlement of the final invoice or at the end of your child's schooling (at the end of Year 13), whichever is the later; this may be at the end of Year 11 if your child does not meet any requirements imposed by the School under [Clause 7\(a\)](#) for entry into the Sixth Form but if you intend to remove your child at the end of Year 11 one term's notice will be required (see [Clause 5\(a\)](#)).
- d) **Ending the contract will not affect any accrued rights.** Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen for example your obligation to pay any outstanding fees or supplemental charges. After this contract ends, you and we will keep any rights we have under general law.

## 14. Events outside of our, or your, control

- a) **What we mean by an "event outside of our/your control".** We mean any event beyond either your or our reasonable control (including by way of example and for the avoidance of doubt acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination). In the remainder of this [Clause 14](#) we shall refer to these as an "event".

- b) **What happens if we are affected by an event outside of our control.** If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event (and subject to [Clause 14\(c\)](#)), the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the event. To the extent reasonably practicable in the circumstances the School shall endeavour during the continuance of the event to provide educational services (including by providing appropriate educational services remotely).
- c) **Circumstances in which we may refund fees to you.** If the School is wholly unable to perform its obligations under this contract for a continuous period of more than fourteen (14) consecutive days, you shall not be liable to pay fees for the period of the term affected, pro-rated proportionately. Accordingly, and as the case may be, if the fees for the period of the term affected:
- i) Have already been paid, then you shall be entitled to be reimbursed such proportion of the fees; or
  - ii) Have not been paid because the period of the term affected includes the first day of the term (and fees only became due on the first day of the term) then you shall not be liable to pay such proportion of the fees.
  - iii) If (ii) above applies, then the balance of the fees for the term affected shall be due and owing on the date when the School resumes performance of its obligations under this contract.
- d) **Events lasting more than six months.** If the School is prevented from performance of all of its obligations as a result of an event for a continuous period greater than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to cancel this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- e) **What happens if your child is affected by an event outside of your control.** Subject to [Clause 4\(i\)](#), if your child is unable to attend (or is likely not to be able to attend) the School due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- i) You shall, in consultation and cooperation with the School, do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances and resume the performance of the obligations as soon as reasonably possible;
  - ii) In circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
  - iii) If the event continues to prevent your child wholly and completely from attending the School or being able to participate and benefit from any level of provision of education by the School (whether at School or remotely) for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you or the School shall be entitled to cancel the contract on written notice and without you giving a term's notice or paying a term's fees in lieu of notice.

## 15. Communications between you and the School

- a) **Notice must be in writing.** All notice required to be given under these Terms and Conditions must be given in writing, using the Notice Form in the Parent Portal.
- b) **We will use the contact details held by the School to contact you.** Communications will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. You must notify the School of any change of address(es) or other contact details.

## 16. The Law that applies to this contract and where legal proceedings may be brought

- a) **The law that applies to this contract.** The contract between you and the School is governed by English Law and either you or the School must bring proceedings in respect of this contract in the English courts.
- b) **Rights in relation to the enforcement of this contract.** If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.



## 17. Changes to these Terms and Conditions

**Reserving the right to change these Terms and Conditions.** 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 send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

## 18. Further explanation of these Terms and Conditions

**Mistakes, lack of clarity or further explanation.** If you think that there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the School's Chief Operating Officer ([hello@rgs-surreyhills.org](mailto:hello@rgs-surreyhills.org)) to discuss.

## PARENT/GUARDIAN DETAILS AND SIGNATURE OF ACCEPTANCE OF THE TERMS AND CONDITIONS

Name in Full \_\_\_\_\_  
Relationship to Child \_\_\_\_\_  
Contact Tel No \_\_\_\_\_  
Mobile \_\_\_\_\_  
Email \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Occupation \_\_\_\_\_  
Company Name \_\_\_\_\_  
Date \_\_\_\_\_

1st Signature

\_\_\_\_\_

Name in Full \_\_\_\_\_  
Relationship to Child \_\_\_\_\_  
Contact Tel No \_\_\_\_\_  
Mobile \_\_\_\_\_  
Email \_\_\_\_\_  
Address (if different) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Occupation \_\_\_\_\_  
Company Name \_\_\_\_\_  
Date \_\_\_\_\_

2nd Signature

\_\_\_\_\_

The School is required to hold contact details of at least 2 adults for each pupil who may be contacted by the School in the event of an emergency. If only one Parent/Guardian has completed the details above, please supply additional contact details.

### ADDITIONAL CONTACT DETAILS

Name in Full \_\_\_\_\_  
Relationship to Child \_\_\_\_\_  
Home Tel No \_\_\_\_\_  
Mobile \_\_\_\_\_  
Email \_\_\_\_\_  
Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### STUDENT CONTACT DETAILS

We are also required to collect and record mobile phone numbers for students:

Child's name in Full

\_\_\_\_\_

Child's Mobile Phone Number

\_\_\_\_\_

### EMAIL AND TEXT

We will communicate with you about school matters using email and text messaging and will use the contact details you have supplied. Please tick the boxes below to confirm your consent:

☐ Email      ☐ Text      ☐ No consent

