



ROEDEAN
MOIRA HOUSE

TERMS & CONDITIONS

1. Parent Contract

The Acceptance Form, the Schedule of Fees, the School Rules, the Disciplinary Procedure and these Terms and Conditions, constitute the terms of a contract between you (the parent) and Moira House Girls School (the 'School'). It is not intended that the terms of the contract shall be enforceable by your daughter or by any other third party.

2. Acceptance and Deposit

An offer of a place for your daughter at the School is accepted by completing and returning the Acceptance Form and paying the deposit. The deposit is not refundable if your daughter does not take up a place at the School. The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.

3. School Rules

- (a) It is a condition of remaining at the School that your daughter complies with the School Rules.
- (b) To ensure compliance with the School Rules on illegal drugs the Head of School may require your daughter to submit to testing for drugs in accordance with suitably approved procedures and by signing the Acceptance Form you give your consent for this process.
- (c) The School reserves the right to monitor your daughter's email communication and internet use for the purpose of ensuring compliance with the School Rules.

4. Disciplinary Procedures

- (a) The Head of School, at her discretion, may require you to remove your daughter or she may suspend or expel your daughter from the School if she considers that your daughter's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Head of School the removal is in the best interests of the School or your daughter. Should the Head of School exercise her right to expel your daughter you will not be entitled to any refund or remission of fees or extra charges paid. Fees in lieu of notice will not be payable.
- (b) The School Rules sets out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head of School may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your daughter's behaviour will be taken into account.
- (c) Any review of the Head of School's decision is governed by the complaints procedure.

5. The School's Obligations

- (a) Subject to these terms and conditions, the School undertakes to accept your daughter as a pupil of the School from the time of joining the School until the end of her schooling subject to satisfactory performance. Entry to the Sixth Form is conditional upon satisfactory GCSE results.
- (b) While your daughter remains a pupil of the School, we undertake to exercise reasonable care and skill in respect of her education and welfare. This obligation will apply during school hours and at other times when your daughter is participating in activities organised by the School.
- (c) In order to fulfil our obligations, we need your co-operation, in particular by encouraging your daughter in her studies and giving appropriate support at home; keeping the School informed of matters which affect your daughter; and attending meetings and keeping in touch with the School where your daughter's interests so require.

- (d) We undertake not to subject your daughter to corporal punishment, or to physical contact except where such contact may be deemed appropriate for your daughter's safety, to avert personal injury to your daughter or others or for the protection of property. Unless you notify us to the contrary, you agree to your daughter participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (e) If your daughter requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- (f) Although our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing it does not form part of the contract between you and the School. We reserve the right to make changes to any aspects of the School, including the curriculum. We will give parents a term's notice of significant changes in the curriculum and where practicable will consult with parents on such changes.
- (g) We shall monitor your daughter's progress at the School and produce regular written reports. We shall advise you if we have any concern about your daughter's progress but will 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 daughter without being charged fees in lieu of notice if in the opinion of the Head of School, the School cannot provide adequately for your daughter's special educational needs.
- (h) Religious observance at the School shall be conducted in accordance with the School Rules.

6. The Parents' Obligations

- (a) It is a condition of your daughter's joining the School that you complete and submit to the School a medical questionnaire in respect of your daughter. You undertake to inform the School of any health or medical condition, disability or allergy that your daughter has or subsequently develops, whether long-term or short-term, including any infections. 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 her to return to the School until such time as the health risk has been averted.
- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your daughter.
- (c) The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of all signatories. Unless other arrangements are agreed between you and the School, any communication from the School to a single signatory will be deemed as having been made to all signatories.
- (d) The Head of School must be informed in writing of any reason for your daughter's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (e) The Head of School must be notified in writing immediately if your daughter is residing for any period, during term time, with someone other than the person who has parental responsibility.
- (f) We do not accept any responsibility for the welfare of your daughter while off the School premises unless she is taking part in a school activity or under the supervision of a member of the School staff.
- (g) If you have cause for concern as to a matter of safety, care, discipline or progress of your daughter you must inform the School without delay.
- (h) We expect your daughter's full commitment to school activities, functions etc. including sports matches, concerts, Founders' Day etc.

7. School Fees

- (a) All the costs incurred in the usual course of the education of your daughter by the School, including any necessary educational materials shall be met by the fees, unless shown on the School's Fee Sheet.
- (b) Any extra-curricular activities such as private music lessons, trips and visits, as agreed by yourself, are extras and charged for accordingly. All public examination charges shall be charged as extras. Any additional charges incurred by the School in providing for the special educational needs of your daughter shall be charged as extras.

- (c) Each person who has signed the Acceptance Form is jointly and severally liable for the whole of the fees due and any extra charges.
- (d) If your daughter has been awarded a scholarship or bursary, your liability will be for the amount of fees due after taking account of that award, subject to the terms of the scholarship contract.
- (e) Each invoice must be paid either in full by the first day of term or, in monthly instalments (each instalment being due on the first working day of each month) with supplemental charges being collected at the end of each term.
- (f) We reserve the right to refuse to allow your daughter to attend the School or to withhold any references while fees remain unpaid. Fees unpaid by half-term may lead to suspension until fees are paid. We may make an interest charge of 1.5 per cent per month on late payment. You consent to our informing any other school to which you propose to send your daughter of any outstanding fees.
- (g) The fees will be reviewed from time to time. We shall endeavour to give at least a term's notice of any increase in the fees. We shall give you notice of any such increase not later than the final day of the preceding term.
- (h) Fees and any prepaid extra charges will not be reduced as a result of absence due to illness or otherwise save for where we, at our sole discretion, agree in writing. In the event that your daughter takes study leave at home before, during or following public examinations, no reduction of fees will be made.

8. Notice Requirements

- (a) If you wish to:
 - (i) withdraw your acceptance of a place after submitting the acceptance form and paying the deposit
 - (ii) withdraw your daughter from the School, or
 - (iii) withdraw your daughter from an activity charged for as extra, or
 - (iv) change your daughter's place from a boarding to a day place
you shall either give a term's notice to that effect or shall pay to the School a term's fees in lieu of notice. Monies payable pursuant to this clause 8(a) shall be payable on the first day of term which would have been the final term if a term's notice had been given.
- (b) You acknowledge that the School's affairs are organised on a termly basis and that it is not possible for you to reduce the fees due or to obtain a refund of fees by withdrawing your daughter or by your daughter's ceasing to participate in an activity part-way through a term.

8. Notice of Withdrawal

One term's notice in writing is required for leavers, with the exception of Year 11, when two terms is required. Should notice of withdrawal not be received, fees in lieu would be charged according to the required notice period.

10. Insurance

You are responsible for any insurance required for your daughter's person or property while at School. If you wish to join an insurance scheme arranged by the School, you must notify us in writing.

11. Confidentiality, References and Data Protection

- (a) You consent to our supplying information and a reference in respect of your daughter to any educational institution which you propose your daughter may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your daughter is accurate and any opinion given on her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss suffered as a result of a reference or report given by us.
- (b) You consent to us making the use of information relating to your child whilst she is at the School and after she has left for the purposes of managing relationships between the School and current pupils, providing references and communicating with the body of former pupils.
- (c) The School will process personal data about you and your child in accordance with relevant data protection legislation (which includes the Data Protection Act 1998 and/or Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016 (otherwise known as the 'General Data Protection Regulation'), in each case including all amendments thereto and all replacement or other associated legislation) and our Privacy Policy.

12. Intellectual Property Rights

We shall recognise any intellectual property rights vested in your daughter.

13. Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. 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 of School and sent to the School's address. Any notices required by these terms and conditions are valid from the date of receipt by the School.

14. Termination

- (a) The School shall be entitled to terminate this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions).
- (b) The School may terminate this agreement forthwith by notice in writing without prejudice to its other remedies if the School 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 end of your child's schooling (which may be at the end of Year 11 if your child does not meet any requirements imposed under Clause 5 (a) for entry to the Sixth Form).
- (d) The school reserves the right to terminate the contract with the parents in circumstances where the pupil does not have valid immigration status to enter, remain and/or study in the UK with the school.

15. Force Majeure

- (a) In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act 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).
- (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. The School shall use its best endeavours during the continuance of the force majeure to provide educational services.
- (c) If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify you of the steps it shall take to ensure performance of the agreement.

16. Jurisdiction and Governing Law

The contract between you and the School is governed by English law. You agree with us to submit to the exclusive jurisdiction of the English courts.

17. Variations

We reserve the right to vary to these terms and conditions from time to time. 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.