

### **A Introduction**

1 **These terms and conditions and any amendments (“Terms and Conditions”)** reflect the custom and practice of independent schools for many generations and they, together with the terms of any letter of offer, acceptance form signed by the Parents and any invoice issued by the School to the Parents form the basis of a legal contract for educational services (the **“Contract”**). The Terms and Conditions are intended to promote the education and welfare of each Pupil and the stability, forward-planning, proper resourcing and development of the School.

2 **The School prospectus** and website are not contractual documents. Please see **Section K** for further information.

3 **Fees & notice:** The rules concerning fees and notice are of particular importance and are set out **at sections H & I** below.

4 **Managing change:** The School, as any other, are likely to undergo a number of changes during the time a Pupil is enrolled at the School. Please see **Section J** for further details of the changes that may be made and the consultation and notice procedures that will apply.

5 **Documents referred to:** Before accepting the offer of a place, Parents and Pupils are referred to the Behaviour Policy which is available on the School website. Parents also have an opportunity, on request, to see any of the other documents referred to in these terms and conditions. The School’s website hosts a number of the policies and procedures, which are available for the Parents to view. Hard copies of such documents are available to the Parents upon reasonable request.

### **B Terminology**

6 **The “School”/“We”/“Us”/“Our”:** means Hulme Grammar School as now or in the future constituted (and any successor). The School is incorporated as a company limited by guarantee regulated by its memorandum and articles of association.

7 **“School Governors”/ “Governing Body”:** means the governors of the School who are appointed from time to time under the terms of the governing instrument referred to above and who are responsible for the governance of the School.

8 **The “Principal”:** means the person responsible for the day-to-day running of the School and that expression includes those individuals to whom any duties of the Principal or of the School Governors have been delegated.

9 **The “Parents”/ “You”** means any person who has signed the acceptance form and/or who has accepted responsibility for a Pupil’s attendance at the School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Those who have Parental responsibility (i.e. legal responsibility for the Pupil) are entitled to receive relevant information concerning that Pupil unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of that Pupil.

10 **The “Pupil”:** is the child named on the acceptance form. The age of the Pupil will be calculated in accordance with UK custom.

### **C Admission and entry to the School**

11 **Registration and admission:** Applicants will be considered as candidates for admission and entry to the School when the applicant has completed the required registration form and returned it to us and the non-returnable registration fee paid. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. **“Admission”** occurs when Parents accept the offer of a place. **“Entry”** is the date when a Pupil attends the School for the first time under this Contract. A copy of the School’s admission policy can be found on the website, or a hard copy may be provided upon reasonable request.

- 12 **Equal treatment:** The School is an infants, junior and senior day School for boys and girls aged from 3 - 18 years. The school is non-denominational and welcomes staff and students from all faiths and none. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to Pupils who have disabilities and to comply with our legal and moral responsibilities under the *Equality Act 2010* in order to accommodate the needs of applicants, Pupils and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately. The School's Special Educational Needs and Disability (SEND) policy can be found on the School's website or is available upon request.
- 13 **Offer of a place and deposit:** A deposit ("Acceptance Deposit") as shown on the fees list for the relevant year will be payable when the Parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves and will be returned without interest if either parent requests re-payment within 3 months of the pupil's departure from the School failing which the Acceptance Deposit will be transferred to the Bursary Fund. If the Pupil is in the Junior School and an offer of a place in the Senior School is accepted by the Parents, the Acceptance Deposit will be transferred to the Senior School at the end of Year
- 14 **Immigration:** It shall be the responsibility of the Parents to ensure that the Pupil has the appropriate immigration approval to reside within the United Kingdom. Parents hereby grant to the School their consent to obtain and hold on its records, copies of the Pupil's passport or birth certificate and visa documents for the purpose of the process of admissions.
- D Pastoral care**
- 15 **Meaning:** Pastoral care is a thread that runs throughout all aspects of life at the School and is directed towards the happiness, success, safety and welfare of each Pupil and the integrity of the School's community.
- 16 **Our commitment:** We will do all that is reasonable to safeguard and promote a Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect a Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School's community and the rights and freedoms of others.
- 17 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a Pupil must be notified immediately to a member of staff of the School or in the case of a grave concern must be notified in writing to the Principal and/or by telephone and email in a case of emergency. A copy of the School parental complaints procedure is available on the website. A hard copy of such may also be supplied on request.
- 18 **Pupil's rights:** A Pupil of sufficient maturity and understanding has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural, or adoptive Parents. If a conflict of interests arises between a Parent and a Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parent.
- 19 **Principal's authority:** The Parents authorise the Principal to take and/or authorise in good faith all decisions which the Principal considers on proper grounds will safeguard and promote the Pupil's welfare.
- 20 **Ethos:** The ethos of the School must be such as to foster good relationships between members of the staff of the School, the Pupils themselves and between members of the staff of the School and Pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupils and Parents and we expect the same of Pupils and Parents in relation to the School.
- 21 **Physical contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a Pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare. Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal school and extra-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
- 22 **Disclosures:** Parents must, as soon as possible, disclose to the School, in confidence, any known medical condition, health problem or allergy

affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety, or any change in the financial circumstances of the Parent(s) of a Pupil who is the recipient of a scholarship or a bursary by the School.

23 **Confidentiality:** The Parents authorise the Principal to override their own and (so far as they are lawfully entitled to do so) a Pupil's rights of confidentiality, and to impart confidential information on a *need-to-know* basis where necessary to safeguard or promote a Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's email communications and internet use.

24 **Special precautions:** The Principal needs to be aware of any matters that are relevant to the Pupil's safety and security. The Principal must be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. Parents may be excluded from School premises if the Principal, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or of the School.

25 **Leaving the School premises:** We will do all that is reasonable to ensure that a Pupil remains in the care of the School during school hours but the School cannot accept responsibility for a Pupil who leaves the school premises in breach of the School rules and regulations and the School is not legally entitled to do so in the case of a Pupil aged 16 years or over.

26 **Residence during term time:** Pupils are required during term time and at weekends, and half term, to live with a Parent or legal guardian or with an education guardian acceptable to the School. The Principal must be notified in writing immediately if a Pupil will be residing during term time under the care of someone other than a Parent. The Principal must also be notified in writing immediately where the Pupil's place of residence changes during the term time and at weekends.

27 **Communication with Parents:** With the exception of communication regarding

cancellation, withdrawal and notice of withdrawal (which shall be made by both Parents), the School will (unless otherwise notified) treat any communication from any person with Parental responsibility as having been given on behalf of each such person unless other arrangements are made and any communication from the School to any such person as having been made to each of them.

28 **Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.

29 **Education Guardians:** A Pupil of any age whose Parents are resident outside the United Kingdom must have an educational guardian in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility during half term or the holidays for Pupils whose Parents are resident abroad and the Parents and guardians of such Pupils must make holiday arrangements, including travel to and from the School, far in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents but the School may be able to assist, by providing Parents with the names of agencies or individuals who acted as guardians in the past. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian.

30 **Photographs and Images:** It is the custom and practice of independent schools to use photographs and recordings of pupils for educational and promotional purposes. The School may include images of pupils in its publications, on its website, and on official social media channels. In accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, the School will only use such images where the Parent(s), or where appropriate the Pupil, has freely given and not withdrawn explicit consent. Consent will be sought and recorded separately and may be withdrawn at any time by written notice to the Principal. The School will not publish any pupil's full name, home address, or other personal details alongside an image without prior written consent.

31 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult

who is duly licensed and insured to drive a vehicle of that type.

32 **Pupil's personal property:** Pupils are responsible for the security and safe use of all their personal property including (but not limited to) money, mobile phones, locker keys, watches, computers, tablets, calculators, musical instruments and sports equipment, and for property lent to them by the School.

33 **Insurance:** Parents are responsible for insurance of the Pupil's personal property (including but not limited to those items listed at paragraph 32 above) whilst at School or on the way to and from School or any School-sponsored activity away from the School's premises. From time to time the School can, via its insurance brokers, offer other forms of insurance such as personal accident benefits or fee remission insurance, but the School does not accept a contractual duty to do so.

34 **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, fraud or fraudulent misrepresentation the School does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property.

## E Health and medical matters

35 **Medical declaration:** Parents will be asked to complete a form of medical declaration concerning the Pupil's health and must inform the Principal in writing without delay if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious diseases.

36 **Medical care:** Parents must comply with the School's quarantine regulations as varied from time to time

37 **Pupil's health:** The Principal may at any time require a medical opinion or certificate as to the Pupil's general health where the Principal considers that necessary as a matter of professional judgement in the interests of the child and/or the School. A Pupil of sufficient age and maturity (see paragraph 37 above) is entitled to insist on confidentiality which can nonetheless be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.

38 **Medical information:** Throughout a Pupil's time as a member of the School, the School's

medical officer or nurse shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil's own interests or necessary for the protection of other members of the School's community. Such information will be given and received on a confidential, *need-to-know* basis.

39 **Emergency medical treatment:** The Parents authorise the Principal to consent on behalf of the Parents to the Pupil receiving emergency medical treatment including blood transfusions (unless a Parent has provided previous written notice to the School that the Pupil may not receive a blood transfusion) within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

## F Educational matters

40 **Our commitment:** Within the published range of the School's provision from time to time, We will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Pupil and to provide education to at least the standard required by law in the particular circumstances, and often to a much higher standard. The School provides no guarantee that a Pupil will achieve any particular examination results.

41 **Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Principal, is most appropriate to the School's community as a whole. Our 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 among the Pupils and may take into account management of friendship groups. Any Parent who has specific requirements or concerns about any aspect of the Pupil's education or progress should contact the Pupil's tutor, or any other appropriate member of staff of the School, as soon as possible, or contact the Principal in the case of a grave concern.

42 **Progress reports:** The School will monitor the progress of each Pupil and report regularly to Parents by means of interim and full written reports and Parents' evenings.

43 **Sex education:** All Pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to

time unless the Parents have given formal notice in writing that they do not wish a Pupil (to which they are a Parent) to take part in this aspect of the curriculum.

44 **Public examinations:** The Principal may, after consultation with a Parent and Pupil, decline to enter a Pupil's name for a public examination if, in the exercise of professional judgement, the Principal considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the staff.

45 **Reports and references:** Information supplied to Parents and others concerning the progress and character of a Pupil, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

46 **Learning difficulties:** The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

47 **Screening for learning difficulties:** The screening tests available to School are indicative only: they are not infallible. Parents will be notified if a screening test indicates that a Pupil has a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.

48 **Information about learning difficulties:** Parents must notify the Principal in writing if they are aware or suspect that a Pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. Parents may be asked to withdraw the Pupil, without being charged fees in lieu of notice if, in the professional judgement of the Principal and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a Pupil's special educational needs. Remedial teaching provided by the School may be charged as an extra depending on the particular circumstances as judged by the Principal.

49 **Moving up the School:** It is assumed that,

subject to satisfactory behaviour and academic progress, each Pupil who satisfies the relevant criteria at the time will progress through the School and will ultimately complete Year 13. Parents will be consulted before the end of the relevant spring term if there appears to be any reason why the Pupil may be refused a place at the next stage of the School. There is no expectation for Parents to give either a term's notice in writing or fees in lieu of notice if their child does not intend to transfer to years 7 or 12 from the preceding year.

50 **School's intellectual property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("Intellectual Property") arising as a result of the actions or work of a Pupil in conjunction with any member of staff and/or other Pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in creation/development of Intellectual Property.

51 **Pupil's original work:** Copyright in the Pupil's original work, such as classroom work, preparatory work or homework, projects, internal examination scripts, paintings and computer generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to Our retaining such work at the School's premises until, in Our professional judgement, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Principal and the School's staff.

52 **Educational visits:** A variety of educational visits will be provided for the Pupil during their time with the School. The cost of some educational visits will be charged as an extra. Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. The School reserves the right to deny a Pupil a place on such educational visits in the event that any additional fees required to be paid by the Parents have not been paid by such an advanced date. The Pupil is subject to the School's discipline in all respects whilst engaged

in a school trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill.

## **G Behaviour and discipline**

53 **School regime:** The Parents accept that the School will be run in accordance with the authority delegated by the Governors to the Principal. The Principal is entitled to exercise a wide discretion in relation to the School policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of a Pupil is at issue.

54 **Conduct and attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will (subject to a Pupil's ability to do so) take a full part in the activities of the School, will attend each school day, will be punctual, will work hard, will be well-behaved and will comply with the School rules about the wearing of uniform.

55 **School rules:** The School rules and regulations which apply are set out in the Pupil's planner and on the School's website and other documents published from time to time. Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.

56 **School discipline:** The Parents hereby confirm that they accept the authority of the Principal and of other members of the School's staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the school community as a whole. The School's disciplinary policy which is current at the time applies to all Pupils when they are on school premises, or in the care of the School, or wearing school uniform, or otherwise representing or associated with the School.

57 **Investigative action:** Complaints or rumours of misconduct will be investigated. A Pupil may be questioned and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by a Parent, education guardian or a teacher of the

Pupil's choice.

58 **Procedural fairness:** Investigation of a complaint which could lead to exclusion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Principal or appropriate member of the School's senior management team before a decision is taken in such a case. In the absence of a Parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.

59 **Divulging information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of Pupils or others who have given information which has led to the complaint or which the Principal has acquired during an investigation.

60 **Drugs & alcohol:** A Pupil may be required to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

61 **Terminology:** In these terms and conditions **"Suspension"** means that a Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Governors' review. **"Withdrawal"** means that the Parents have withdrawn the Pupil from the School (this may be as an alternative to a Removal). **"Expulsion"** and **"Removal"** mean that the Pupil has been required to leave (**asked to leave by the School**) the School permanently in the circumstances described below. **"Released Home"** means that the Principal has consented to the Pupil being away from School for a specified period of time. **"Exclusion"** means that the Pupil may not return to School until arrears of fees have been paid. Exclusion may also be used as a general expression covering any or all of the other expressions defined in this clause.

62 **Sanctions:** The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not

degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, gating, rustication or suspension, or alternatively being Removed or Permanently Excluded.

63 **Expulsion:** A Pupil may be formally Expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of school discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Principal shall act with procedural fairness in all such cases. Parents will be given a copy of the review procedure current at the time. The Principal's decision shall be subject to a Governors' review if requested by a Parent. The Pupil shall remain away from the School pending the outcome of the review (see Governors' review below).

64 **Fees after Permanent Exclusion:** If the Pupil is Permanently Excluded, there will be no refund of the Acceptance Deposit or of fees for the current or past terms, but the overseas element (if any) of the Acceptance Deposit, and the unspent balance of any lump sum prepayment will be refunded without interest. There will be no charge to fees in lieu of notice but all arrears of fees and any other sum due to the School will be payable. In this context arrears include any direct debit instalments remaining for the current term and interest due on overdue amounts.

65 **Removal in other circumstances:** Parents may be required, during or at the end of a term, to Remove the Pupil, temporarily or permanently from the School, if, after consultation with a Pupil and/or Parent, the Principal is of the opinion that by reason of the Pupil's conduct or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, or if a Parent has treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to Withdraw the Pupil as an alternative to Removal being required. The Principal shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School (see "Governors' review" below).

66 **Fees following Removal:** If the Pupil is Removed or Withdrawn in the circumstances described above, the rules relating to fees shall be the same as for Expulsion save that the Acceptance Deposit will be refunded in full without interest less any sums owing to the School.

67 **Leaving status:** The expression "leaving status" has reference to whether the Pupil has been Expelled, Removed or Withdrawn, and to the record which will be entered in to the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Principal with the Parents and, where appropriate with the Pupil, at the time of the Principal's decision.

68 **Governors' review:** Parents may ask for a Governors' review of a decision to permanently exclude (but not a decision to suspend a Pupil unless the suspension is for 11 school days or more, or would prevent the Pupil taking a public examination). **The request must be made as soon as possible and in any event within five working days (a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business) ("Working Day") of the decision being notified to the Parents.** Parents will be entitled to know the names of the two Governors, and the independent member, who make up the review panel.

69 Review procedure: The clerk to the Governors will advise the Parents of the procedure (current at that time) under which such a review will be conducted by a panel of up to two Governors and an independent member. If Parents request a Governors' review, the Pupil will be Suspended from School until the decision to permanently exclude has been set aside or upheld. While suspended, the Pupil shall remain away from the School and will have no right to enter the School premises during that time without written permission from the Principal. A Governors' review will be conducted under fair procedures in accordance with the requirements of natural justice.

70 **Complaints procedures:** A complaint about any matter of School's policy or administration not involving a decision to Suspend or Remove a Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

## H Provisions about notice

- see also section F *Moving up the School* and section G.

- 71 **Notice to be given by Parents** means (unless the contrary is stated in these terms and conditions) **a term's written notice addressed to and received by the Principal personally.** It is expected that Parents will consult with the Principal before giving notice to Withdraw a Pupil.
- 72 **Provisional notice** is valid only for the term in which it is given and only when written and accepted in writing by the Principal personally.
- 73 **Fees in lieu of notice** means fees in full for the term of notice at the rate that would have applied had the Pupil attended the School and not limited to the Parental contribution in the case of a bursary or other award or concession.
- 74 **A term's notice** to be given by Parents means notice given before the first day of a term and expiring at the end of that term. A term's notice must be given in writing if the Parents **wish to cancel a place** which they have accepted, or if Parents **wish to Withdraw a Pupil** who has entered the School.
- 75 **Cancelling acceptance:** The cancellation of a place which has been accepted can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is fees that the School would have received had the Pupil attended the School for between one and five years. Nonetheless, the School agrees to limit the Parent's liability to a full term's fees payable as a debt if less than a term's notice of cancellation has been given, or to the full amount of the Acceptance Deposit if more than a term's notice has been given. Sudden and unforeseen cases of serious illness or genuine hardship may receive special consideration on written request.
- 76 **Withdrawal by Parents:** If a Pupil is Withdrawn on less than a term's notice, or Excluded for more than twenty-eight days for non-payment of fees, tuition fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question unless the place is filled immediately and without loss to the School. The charge of a term's tuition fees represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
- 77 **Prior consultation:** It is expected that a Parent or duly authorised education guardian will in every case consult personally with the Principal before notice of Withdrawal is given.
- 78 **Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.
- 79 **Discontinuing extras:** A term's written notice is required to discontinue extra tuition or a term's fees for the extra tuition will be immediately payable in lieu as a debt.
- 80 **Termination by the School:** The School may terminate this agreement **on one term's written notice sent by ordinary post or on less than one term's notice in a case involving Expulsion or required removal.** The School would not terminate the Contract without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding), and would offer the Parents a Governors' review of a decision to terminate. The Acceptance Deposit would be refunded without interest less any outstanding balance of the account.
- I Fees**
- 81 **Meaning:** "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: **registration fee; Acceptance Deposit; tuition fees; fees for extra tuition; fees for examinations; other extras** such as school bus fares, clothing and equipment, photographs and other items ordered by the Parent or the Pupil and **charges arising in respect of educational visits**, and **damage** where a Pupil alone or with others has caused wilful loss or damage to the School's property or the property of any third party (fair wear and tear excluded) for which the School have received a claim for such loss or damage from that third party and **late payment charges** if incurred.
- 82 **Payment:** The Parents undertake to pay the Fees applicable in each school year. Except where a separate agreement has been made between the Parents and the School for the deferment of Fees, or in relation to Fees other than tuition fees, which are payable upon receipt of the relevant invoice, Fees are due and

payable before the commencement of the school term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid.

83 **Refund/waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a Pupil is released home after public examinations or otherwise before the normal end of term (provided that the School remain open to a Pupil who wishes to stay at the School during that period); or for any cause other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this Contract to make a refund. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out in **Section G** above) apply when a Pupil is Expelled or Removed, i.e. asked to leave. **See also section [J] about the rules on events beyond the control of the parties.**

84 **Exclusion for non-payment:** The School reserves the right, on three days' written notice, to exclude a Pupil while Fees are unpaid after the date that they were due for payment. Exclusion on these grounds is not a disciplinary matter and the right to a Governors' review will not normally arise but the chairman of Governors has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the Parents. **A Pupil who has been Excluded at any time when fees are unpaid will be deemed Withdrawn without notice** twenty-eight days after Exclusion under this clause 85. (Then a term's fees in lieu of notice will be payable in accordance with the **provisions about notice in section H.)**

85 **Late payment:** Save for where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at the HSBC base rate plus 4% which is a genuine pre-estimate of the cost to the School of a default. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared.

86 If the Parents do not pay Fees to the School in accordance with clause 82, the School may instruct a third party debt collection agency to

recover the outstanding Fees or any element thereof as a debt ("Debt"). The Parents will be liable to pay all reasonably incurred fees, costs, disbursements and charges incurred in relation to the collection of the Debt ("Costs"), subject to such Costs not exceeding a sum equal to the Debt.

87 **Part payment:** Any sum tendered by the Parents that is less than the sum due and owing may be accepted by the School on account only. Late payment charges in accordance with clause 85 will be applied to any unpaid balance of fees.

88 **Appropriation:** The Parents agree that a payment made in respect of one Pupil may be appropriated by the School to the unpaid account of any other Pupil of those Parents.

89 **Payment of fees by a third party:** An agreement with a third party (such as a grandparent) to pay the fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the bursar. The School reserves the right to refuse a payment from a third party.

90 **Instalment arrangements:** An agreement by the School to accept payment of current, past and/or future fees by instalments is concessionary and any such instalment arrangement may be subject to a separate agreement between the Parents and the School. Where there are inconsistencies between these Terms and Conditions and those of any instalment agreement or invoice issued by the School to the Parents as applicable, the Terms and Conditions of the instalment agreement or the invoice shall prevail. An arrangement will cease automatically in the event of any default for thirty days or more. On ceasing, the full amount of fees then due shall be payable forthwith as a debt and interest will start to accrue at the rate for late payment (see clause 85 above). Instalment payments will only be accepted by direct debit collected monthly on a date to be chosen by the School. Fees received under an instalment agreement shall be deemed to have been paid in twelve equal instalments appropriated as to four instalments for each of the three academic terms

91 **Bursaries and Scholarships:** Every bursary or other award or concession is a discretionary privilege and is subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents' treating the School and its staff reasonably. The terms on

which such awards are offered and accepted will be notified to Parents at the time of offer.

92 **Fee increases:** Fees are normally reviewed annually and are subject to increase from time to time. If less than a term's notice is given by the School to a Parent of a gross fee increase greater than 10%, notice of Withdrawal of a Pupil by a Parent given within 21 days after notice of the increase was received by that Parent, the Parent will not incur a term's fees in lieu of notice and the Acceptance Deposit will be refunded without interest.

93 **Withdrawal of Year 11 Pupils:** Parents or guardians of a pupil in Year 11 ("the Pupil") must provide written notice to the Principal by the end of the Spring Term if the Pupil will not be returning to the School for the following academic year. Written notice may be delivered by letter, by email, or through the School's official communications portal. If such notice is not received by the specified deadline, the School shall be entitled to treat the Pupil's enrolment as continuing, and the full tuition fee for the ensuing Autumn Term shall become immediately due and payable at the commencement of that term. This sum represents a genuine pre-estimate of the School's loss arising from the late withdrawal of the Pupil and does not constitute a penalty. The School shall, where reasonably practicable, provide a written acknowledgement of receipt of any notice given under this clause. Nothing in this clause shall affect any other rights or remedies available to the School under these Terms and Conditions or at law.

94 **Money laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying fees.

## **J Events beyond the control of the parties**

95 **Force majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include, but not limited to such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

96 **Notification:** If either party to the Contract is prevented from or delayed in carrying out its obligations under this Contract by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused

from performing those obligations while the Force Majeure Event continues.

97 **Continued Force Majeure Event:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 96 above shall notify the other of the steps to be taken to ensure performance of this Contract.

## **K General contractual matters**

98 **Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of Parents and Pupils, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.

99 **Legal contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.

100 **Data Protection:** By signing the Acceptance Form or by agreeing to be bound by these Terms and Conditions the Parents on behalf of themselves and so far as they are able on behalf of the Pupil authorise the School to process (as defined in the Data Protection Act 2018, and other related legislation) personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the School. Please see the appendix to these Terms and Conditions.

101 **Change:** The School, as any other, is likely to undergo a number of changes during the time of a Pupil's studies at the School. For example, the School may experience changes in its staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School rules and regulations, the disciplinary framework, and the length of school terms. Fee levels will be reviewed each year and there will be reasonable increases from time to time (subject to clause 91).

102 **Consumer Protection:** Care has been taken to use plain language in these Terms and Conditions and to explain the reason for any of terms that may appear one-sided. If any words above or in combination, infringe the Unfair Terms in Consumer Contracts Regulations 1999 and the Consumer Rights Act 2015 or any other provisions of law they shall be treated as

severable and shall be replaced with words which give as near the original meaning as may be fair.

103 **Consultation:** It is not practicable to consult with Parents and Pupils over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that Parents will be consulted and where possible given at least a term's notice of a change of policy or a change in any physical aspect of the School which would have a significant effect on a Pupil's education or pastoral care, or a change of ownership. For example, notice would be given of a proposal to remove a subject from the curriculum.

104 **Representations:** Our prospectus and website describe the broad principles on which the School are presently run and give an indication of our history and ethos. Although believed correct at the time of publication, the prospectus and the website are not part of any agreement between the Parents and the School and do not form part of the Contract. **Parents wishing to place specific reliance on a matter contained in the prospectus and the website or a statement made by a member of staff or a Pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation**

**of that matter before entering this Contract.**

105 **Third party rights:** Only the School and the Parents are parties to this Contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.

106 **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions. Examples given in these terms and conditions are by way of illustration only and are not exhaustive.

107 **Jurisdiction:** This Contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

**Hulme Grammar School**  
**Registered address: Chamber Road, Oldham, OL8 4BX**  
**Registered No.: 06125927**  
**Registered Charity: 1201820**

## **APPENDIX - DATA PROTECTION INFORMATION NOTES**

1. The School holds information about Parents and Pupils, including exam results, parent and guardian contact and financial information and details of medical conditions. That information is kept electronically on the School's information management system or manually in indexed filing systems.
2. These notes refer to the "processing" of information. Processing is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using information or passing it on to third parties.
3. The School processes information about Pupils in order to safeguard and promote the welfare of the Pupils, promote the objects and interests of the School, facilitate the efficient operations of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which a Pupil may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and/or the School processing financial information obtained from a Parent or from third parties such as credit reference agencies.
4. The School may process different types of information about a Pupil for the purposes set out above. Such information may include:
  - a. medical records and information, including details of any illness, allergies or other medical conditions suffered by a Pupil;
  - b. personal details such as home address, date of birth and next of kin;
  - c. information concerning a Pupil's performance at School, including discipline record, School reports and examination reports;
  - d. financial information including information about payment of fees at the School or any other School;
  - e. where, in the professional opinion of the Principal it is deemed necessary, the School may share personal information regarding a Pupil with third parties, such as safeguarding authorities.
5. If the School enters into a separate arrangement for the payment of fees, the School may, in order to verify a Parent's or other third party payee's identity and so that the School can assess an application for credit, search the files of any licensed credit reference agency who will keep a record of that search and details about that application. This record will be seen by other organisations which make searches about a Parent. Failure to supply the information reasonably required by the School may result in a refusal of credit.