PARENT CONTRACT

South Devon Steiner School - an activity of Rudolf Steiner School South Devon Limited
Registered in England Company number: 1693887
Registered Office: Hood Manor, Dartington, Devon. TQ9 6AB
Registered Charity Number: 28643

Contents	**Page Number**
Acceptance Form	3
Medical Information and Consent Form	7
After School Collection of Children Form	10
South Devon Steiner School Parent Terms and Conditions	
1. Definitions	13
2. Acceptance and deposit	15
3. Notice Requirements	16
4. Fees	17
5. The School's Obligations	18
6. The Parent's Obligations	20
7. Suspension, Exclusion and Required Removal	23
8. Ending this Contract	25
9. Events outside of our, or your, control	27
10. Communications between you and the School	28
11. The Law that Applies to this Contract	30
12 Changes to these terms and conditions	30
13. General contractual matters	31

Note: The Definitions section in the Parent Contract Terms and Conditions defines all key phrases referred to in this Contract

ACCEPTANCE FORM

IMPORTANT – Before signing this Acceptance Form you should read the School's Terms and Conditions attached to this Acceptance Form, the Parents' Guide and policies.

Full Name of Child:	
Preferred Name:	
Date of Birth:	**Child's Full Address:**
Date of entry:	

I / We accept the place which has been offered to us for my / our child (named above) on the terms of:

- the offer letter;
- this acceptance form;
- the School's *Terms and Conditions* as per this Parent Contract;
- the School's fees list, as varied from time to time; and
- all of the School's policies, including but not limited to the Finance and Fees policy.

Cancellation rights

I/We understand that the School incurs various costs in preparing for a child to join the School and potential losses if that child should subsequently not take up their place or leaves after a short period of time. The School's cancellation policy is designed to strike a balance between the interests of individuals and protecting the School against such costs and losses and the impact they may have on the wider student body.

I / We understand that we have the right to cancel the Contract within 14 days of the date of acceptance provided the School is notified in writing of this. In such circumstances, neither the Acceptance Deposit nor the Administration Fee will be refunded.

I/We also have the right to cancel the Contract after the 14 day cancellation period has ended but within my child's Trial Period by notifying the School in writing but neither the Acceptance Deposit nor the Administration Fee will be refunded.

I/We understand that if we wish to cancel the Contract at any time after my child's Trial Period has ended, I/We must give one Term's Written Notice. If I/We fail to give the required notice

I/We will be liable to pay the Fees in lieu of notice in accordance with the School's Terms and Conditions.

Declarations by the signatories to this acceptance form

I / We declare as individuals and jointly that:

1 Before signing this acceptance form, I / we have read and understood and agree to the School's Terms and Conditions and have retained a copy for our records.

2 I / We have, as part of the online application form, provided and will continue to provide details of any medical condition, health problem or allergy affecting my / our child, as well as any behavioural or emotional and / or social difficulty of my / our child.

3 I / We have completed in confidence the School's Medical Information and Consent Form and will continue to provide all relevant information about any medical condition, health problem, or allergy which affects my / our child and / or which may prevent my / our child from taking part in the School's academic and games curriculum, outdoor activities and educational visits or if my / our child has been in contact with anyone with an infectious or contagious disease, as per the School's Infection Control Policy and School Trip Policy as found on the School's Website.

4 I / We have read and understood the School's Attendance and Punctuality Policy and accept my / our responsibility to ensure my child receives a full time education, and attends school regularly and on time.

5 Where I am / we are separated or divorced, I / we have informed the School of this.

6 I / We have also disclosed all court orders or criminal proceedings in relation to my / our child and all court orders, criminal proceedings, statutory demands or bankruptcy petitions relating to either parent (including any court orders relating to financial matters). I / We will disclose any subsequent court orders, criminal proceedings, statutory demands or bankruptcy petitions to the School.

7 I / We both have parental responsibility (i.e. legal responsibility) for the child named above.

8 * I / We confirm that no other person's consent is required for the child to attend the School OR * I / We have disclosed written consent to the child joining the School from all others with parental responsibility for the child. (* Please delete as appropriate).

9 If any person signing this acceptance form does not have parental responsibility for the child please provide a brief written explanation of the relationship between the person and the child together with the name/s of all others with parental responsibility for the child.

10 Except where the cancellation rights described above apply or where otherwise provided in the School's *Terms and Conditions*, I / we will not cancel my / our acceptance of this place or withdraw my / our child from the School without first giving a Term's Written Notice or paying a Term's Fees in accordance with the School's *Terms and Conditions.* Please see section 3 for further information about Notice, Cancellation and Withdrawal.

11 I / We confirm that before signing this acceptance form, I / we have seen or had an opportunity to see all the documents referred to in the School's *Terms and Conditions*, including the Parents' Guide.

Authorities given by Parents / legal guardians

1 I / We give the following express authorities on behalf of myself / ourselves and (so far as I am / we are entitled to do so) on behalf of my / our child.

2 I / We consent to the School providing educational services to my / our child

3 I / We consent to my / our child taking part in all educational visits which take place off school premises while [*he / she / they] is a pupil at the School.

4 I / We consent to my / our child 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.

Use of your information

Our GDPR (Data Protection and Information Sharing) Policy for parent's sets out how we use your and your child/ren's personal data and it can be found on the School Website and is described in the School's *Terms and Conditions* which have been provided with this acceptance form.

Signatures

I / We have paid the £800.00 Acceptance Deposit which will be held without payment of interest in the general account of the School in accordance with the School's *Terms and Conditions* referred to above.

(* - Please delete as applicable)

	First signatory	**Second signatory**
Signature		
Title **(e.g. Mr, Mrs, Ms, Dr)**		
Name in full **(please indicate all names)**		
Date of Birth		
Relationship to child		
Telephone number		
Address		
Postcode		
Date		

Please return this form to the Admissions Officer together with a confidential letter regarding any further matters which we ought to be made aware of before your child enters and attends the School.

MEDICAL INFORMATION AND CONSENT FORM

Including Medical Consents, Media, General School Trips & On-and Off-site Activities, After School Collection of Children

Name of Child:	Class & Teacher:
Date of Birth:	
Doctor/ GP Surgery incl. Address & Phone:	

EMERGENCY CONTACT DETAILS

Please complete all sections. It is an essential safeguarding requirement to provide two emergency contacts, IN ADDITION to the parents/legal guardians.

	Parent/Legal Guardian 1	**Parent/Legal Guardian 2**	**<Essential> Emergency Contact 1**	**<Essential> Emergency Contact 2**
Name:				
Relationship:				
E-mail:				
Mobile tel:				
Landline:				
Work tel:				
Home Address:				

MEDICAL CONSENT AND INFORMATION

Medical Consents & Information	**Please circle your answer:**
Please note: In the interest of your child's safety, if your child has a serious and/or acute medical condition which may require emergency intervention by school staff including, but not limited to, inhalers and epipens. **YOU MUST provide the School with a risk assessment/ medical care plan written by your GP or by a parent/legal guardian without delay**. Without this we will not be able to provide a safe environment and must ask you to keep your child at home. A Medical Care Plan Form can be requested from the school office and submitted prior to admission should your child have a serious and/or acute medical condition.	

MEDIA CONSENT

Do you give consent for the School to:

(a) use an image or recording of your child (without name attached) for school publications, local press publications, Website and social media?

(b) display your child's work in School?

(c) use an image or recording of your child's work for school publications, local press publications, Website and social media?

Images of your child	YES / NO
Recordings of your child	YES / NO
Display of your child's work in School	YES / NO
Photos of your child's work	YES / NO
Videos / digital representations of your child's work	YES / NO

GENERAL CONSENT FOR EDUCATIONAL VISITS

***A detailed consent form or trip letter will be provided before each trip/activity commences.**

Please sign and date the form below if you are happy for your child:

(a) to take part in school trips and other activities that take place off school premises; and

(b) to be given first aid or urgent medical treatment during any school trip or activity.

Please note the following important information before signing this form:

(a) The trips and activities covered by this consent include:

- all visits (including residential trips) which take place during term time, the holidays or a weekend;
- adventure activities at any time;
- off-site sporting fixtures outside the school day; and
- all off-site activities for nursery schools.

(b) The School will send you information about each trip or activity before it takes place.

(c) You can, if you wish, tell the school that you do not want your child to take part in any particular school trip or activity.

Please complete the medical information section below (if applicable) and sign and date this form if you agree to the above.

Medical information for Off-site Visits:

Details of any medical condition that my child suffers from and any medication my child should take during off-site visits.

……

……

……

It is not legally required for the school to request written parental consent from you for many off-site activities offered by the school – for example, year-group visits to local amenities – as such activities are part of the school's curriculum and usually take place during the normal school day.

It is **also** not a legal requirement for the School to seek consent more than once in a child's/ student's life at a school. If circumstances change or new information becomes available, please update your child's information via SchoolBase (the school's MIS).

_____

Signed

_____

Date

_____

Printed Name

_____

Relationship to child

AFTER SCHOOL COLLECTION OF CHILDREN

(Relevant to Kindergarten to Class 5 students)

The following people have permission to collect my child.

Child's Name……

Child's Class……

Name (Including Parent)	Relationship	Phone Number
1.		
2.		
3.		
4.		
5.		
6.		

Parent / Carer Name

……

Parent / Carer Signature

……

Date

……

NB: If on occasion someone other than the regular people stated above will be collecting your child/ren, please send an email to the school office on enquiries@sdsteiner.org

Additional Information
Tell us anything you feel is important for the welfare of your child:

South Devon Steiner School

Parent Contract Terms and Conditions

What these terms cover. These are the terms and conditions on which We provide educational services.

Why You should read them. Please read these terms carefully before You accept our offer of a place at the School for your child. These terms tell you who We are and how and on what basis the School will provide educational services.

If you think there is a mistake in these terms, or if anything in these terms is unclear or You would like to have something explained further to You, then please contact the School to discuss.

1 Definitions

1.1 **Who we are.** We are South Devon Steiner School, a company limited by guarantee registered in England and Wales. Our company registration number is 1693887, our charity registration number is 286434 and our registered office is at Hood Manor, Dartington, Totnes, Devon, TQ9, 6AB.

1.2 **Meanings of some words and phrases We use in these terms and conditions**. In these terms and conditions some words and phrases have particular meanings and these are set out below. When used in these terms and conditions such defined terms 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.

Acceptance Deposit: means the amount as shown on the Acceptance Form.

Admitted: means the point at which a child is admitted as a pupil at the School being when the School receives both the Acceptance Form and Acceptance Deposit.

Administration Fee: means a non-refundable fee of £150 per child which is payable upon submission of the online application form.

Cancellation: means the cancellation of a place at the School after the child is Admitted but prior to expiry of the first Term after Entry.

child: means a child of whatever age admitted by the School to be educated or any pupil aged 18 or over**.**

Complaints Procedure: means 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. A copy of the most up-to-date procedure is available on the School's Website and is otherwise available from the School at any time upon request.

Contract: means the terms of agreement between the School and the Parents which governs the provision of educational services to a child which is made up of the

Acceptance Form, the letter of offer, the conditions of award of a Reduced Fee Place as set out in the “Reduced Fee Application Form” and otherwise communicated where an application is successful (if applicable), the School’s fees list, policies and procedures and these terms and conditions (as in each case may be amended from time to time).

Council of Trustees: means the Trustees of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School.

Entry: occurs on the first day the child is due to attend the School.

Extras: means alone or in combination equipment, photographs or other items ordered by the Parents or the child or charges arising in respect of exams, educational visits, school trips, local area visits, events, activities, school clubs including afternoon care where applicable, or damage where the child alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) or bank charges arising from default in payment of Fees or late payment charges.

Fees: means alone or in combination any of the Administration Fee, the Acceptance Deposit, School fees, and the Infrastructure Charge (where applicable) but excluding the Extras, .

Fees in lieu of notice: means one full Term’s Fees excluding any Extras.

Infrastructure Charge: means a donation to the School at the option of the Parents as indicated on the financial agreement form set out at Schedule 1.

Intellectual Property: means patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up goodwill and the right to sue for passing off , rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Parents or You: means any person who has signed the Acceptance Form as holders of Parental Responsibility for the child.

Parental Responsibility: means legal responsibility for the child.

Reduced Fee Place: means a place at the School provided to a child at a discounted fee rate in accordance with the criterion set out in the School’s Fees and Finance Policy.

School or We or Us: means the legal entity carrying on as the School as identified in clause 1.1 above.

School Day: means any day on which at the School there is a school session.

School Leadership Team (SLT): means the school leadership team who are responsible for the day-to- day running of the School, as appointed by the Council of Trustees.

Term: means the period between and including the first and last days of the relevant School term.

"terms and conditions": means these Parent Contract terms and conditions as may be amended from time to time,

Term's Written Notice: means written notice given by all who have signed the Acceptance Form addressed to and received by the Admissions Manager (admissions@sdsteiner.org before the first day of a Term and expiring at the end of that Term.

Trial Period: a period of 6 weeks following Entry in which the Parents can assess the overall suitability of the School for the child.

VAT: value added tax chargeable in the UK.

Website: means https://sdsteiner.org/ (as amended or updated from time to time)

Withdrawal: means the withdrawal of the child from the School by the Parents or the child with or without a Term's Written Notice at any time after Entry to the School.

1.3 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 the words "for example", "includes" or "including". When We do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

1.4 We also use headings to introduce separate provisions. These headings are for ease of understanding only.

2 Acceptance and deposit

2.1 **How You accept our offer of a place.** An offer of a place for a child at the School is accepted by the Parents submitting the completed Acceptance Form and paying the Acceptance Deposit. The Acceptance Deposit must be received by the School as cleared funds no later than 14 days from the letter of offer being issued or within 5 School Days where a child attends a trial period and is then immediately enrolled at the School. All those with Parental Responsibility must agree to the child being Admitted to the School before the Parents sign the Acceptance Form.

2.2 **Our Contract with You**. The Contract between You and Us will be formed on the date the Acceptance Form is signed by both You and Us.

2.3 **How We use the Acceptance Deposit.** The Acceptance Deposit will be retained by the School until such time as the child has either graduated or Withdrawn from the School and all Fees, outstanding invoices, or other sums You may owe to the School have been paid in full. If You request the return of your Acceptance Deposit, the School may, at its option, retain the whole or part of the Acceptance Deposit and credit

the amount retained against any sums which are due to School. The School will not be liable to pay to You any interest that may have accrued on the Acceptance Deposit while it has been held by the School. If there are no outstanding sums to be paid to the School, the Acceptance Deposit shall be repaid in full to the Parents unless stated otherwise in these terms and conditions.

2.4 **Non-refundable Acceptance Deposit.** The Acceptance Deposit is non-refundable if the child does not take up their place at the School, leaves the School during the Trial Period or where Your child was given a Reduced Fee Place.

2.5 **Non-refundable Admission Fee.** The Admission Fee is non-refundable in all circumstances.

3 Notice Requirements

3.1 **Notice to cancel your acceptance of a place before the child joins the School.** Parents have the right to cancel the Contract within 14 days of the date of acceptance provided the School is notified in writing of this. In such circumstances, the Acceptance Deposit will not be refunded.

3.2 **Notice to cancel your acceptance of a place during Your child's Trial Period.** If You wish to cancel the Contract after 14 days of the date of acceptance and within the Trial Period You may do so immediately on written notice. In such circumstances, the Acceptance Deposit will not be refunded. You will be required to pay Fees for the educational services provided under this Contract, which will be pro-rated accordingly.

3.3 **Notice to Withdraw the child from the School at any other time.** If you wish to Withdraw the child from the School after Your child's Trial Period has ended (other than at the normal leaving date which is at the end of class 12 Your Child's first Term) you must give us a Term's Written Notice.

3.4 **If we do not receive a Term's Written Notice as required.** If You do not provide us with a Term's Written Notice (other than during Your child's Trial Period), You will be required to immediately pay the Fees in lieu of notice. Fees in lieu of notice will be at the full Fee rate applicable for the Term following Withdrawal, including any agreed reductions, bursaries and deferments, if applicable.

3.5 **Withdrawal part-way through a Term.** It is not possible for You to reduce the amount of Fees due, or to obtain a part refund of Fees by Withdrawing the child part-way through a Term.

3.6 **Prior consultation.** We require that You consult with the SLT and/or the child's teacher before giving a Term's Written Notice.

4 Fees

4.1 **What the Fees include.** Unless set out in the School's Fees list or notified to You at any time, the Fees include the costs We incur in the usual course of educating the child. The School's Fees list is published on Our Website and updated annually.

4.2 **Payment of Fees and Extras.** Parents are required to pay the Fees (as may be amended per clause 4.3) in accordance with Schedule 1. The costs of Extras will

depend on what is being provided and will be communicated to You in advance (save in the case of incidental costs incurred by the School as a result of loss or damage to School property or the property of any other person caused by Your child or bank charges arising from default in payment of Fees or late payment charges). For the avoidance of doubt, unless otherwise agreed by the School, Fees for each Term are due and payable as cleared funds before the commencement of the Term to which they relate. Extras will be invoiced from time to time as such costs arise and each such invoice is payable within 7 days unless otherwise stated. Parents are also required to read in full the Finance and Fees Policy, which is available on the School's Website.

4.3 **Fees increases.** Fees are usually reviewed annually and are subject to increase by at least 5% each year at the School's discretion to meet operational costs, strategic investments and support the delivery of our educational vision and associated school development plan. In exceptional circumstances (for example as a result of a change of law) we may review our Fees more frequently to reflect the increased cost incurred by the School as a result of such circumstances. 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. Therefore, if the Fees are to increase at the start of the autumn term, the School will notify Parents before the end of the preceding spring term of each school year. This will allow You time to consider the increase and, if You wish to Withdraw the child from the School before the proposed increase is to take effect, You will have sufficient time to provide a Term's Written Notice. If the Parents receive less than a Term's notice of a Fees increase, they may give to the School written Notice of Withdrawal of the child within 21 days and will not be liable to pay Fees in lieu of notice. The Acceptance Deposit will be refunded without interest less any sums owed to the School.

4.4 **Increase to the cost of Extras.** The cost of Extras are periodically reviewed to ensure that they cover the cost to the School of providing the activity or resource in question. Where circumstances change such that the cost to the School of providing such activity or resource increases, the School may notify You of the increased cost in writing before the increase is to take effect. The School will endeavour to give You as much notice as is reasonably practicable of any such increases so as to allow You time to consider the increase and, if You do not wish Your child to participate in that Extra any longer.

4.5 **Payment of Fees and Extras by Parents.** Each Parent who has signed the Acceptance Form is liable for and must ensure that all of the Fees and Extras are paid to the School. This is because the Contract applies to each named Parent together and each of You on your own. Each person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the Fees owing to the School are paid. In practice this means that if Fees or Extras have not been paid then in order to recover the outstanding payments, the School can in its discretion seek payment of the amount outstanding from either Parent or both Parents. Court orders and other arrangements between parents and third parties relating to Fees or Extras do not normally bind or apply to the School, and do not extinguish either Parent's liability for the Fees or Extras due under this Contract.

4.6 **Payment of Fees or Extras by a third party.** An agreement with a third party to pay the Fees or any other sum due to the School (such as Extras) 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 School's Business Manager. The School reserves the right to refuse a payment from a third party.

4.7 **Refund or waiver.** Save where there is a legal liability under a court order or under the provisions of this Contract to make a refund or reductions, Fees and Extras will not be refunded, reduced or waived if:

4.7.1 the child is absent through illness, self-isolation or quarantine; or

4.7.2 a Term is shortened or a vacation extended; or

4.7.3 the child is released home before or after public examinations or otherwise before the normal end of a Term; or

4.7.4 the School is temporarily closed due to adverse weather conditions; or

4.7.5 for any reason other than exceptionally and at the sole discretion of the SLT in a case of genuine hardship.

See also Section 9 for information about events beyond the control of parties.

4.8 **Non-payment of Fees or Extras: Required Removal.** if the Fees or Extras have not been paid within seven days of the expected date, the School will send a reminder letter requesting payment within 14 days and advising that non-payment will result in the required removal of the child. If payment is not received within this 14 day period the School reserves the right to issue a "Notice of Required Removal" which will specify a date on which the child will be removed from the School roll (i.e. Withdrawn). Unless payment of the Fees or Extras is made in full, the child will be removed from the School roll and deemed Withdrawn and the School will notify the local authority of such Withdrawal. The School may withhold any information, character references or property while Fees or Extras remain overdue where it is lawful to do so. The School may also seek recovery of the unpaid Fees or Extras from You.

4.9 **Late payment.** If You do not make any payment to the School by the due date for payment, We may charge interest to you on the overdue amount at the rate of 2% a year above the base rate from time to time of the Bank of England. Unless We tell you otherwise, this interest will 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. The Parents shall also be responsible for paying the costs We incur in recovering or attempting to recover any unpaid Fees from You (including legal fees and other costs reasonably incurred by the School).

4.10 **Allocation of payments to your account.** Save where the Parents expressly state the contrary, the School shall be entitled to allocate payments made to the earliest balance on Your account. The Parents agree that a payment made in respect of one child may also be allocated by the School to the unpaid account of any other child of both Parents.

4.11 **Instalment arrangements.** An agreement by the School to accept payment of Fees or Extras by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School.

4.12 **Reduced Fee Places.** Where the child is offered a Reduced Fee Place at the School, the provisions of this clause 4 will still apply. If You default on payment for a Reduced Fee Place, the School reserves the right to refuse to offer a Reduced Fee Place for the following school year. Parents should refer to the School's Fees and Finance Policy for further conditions relating to Reduced Fee Places as applicable to them.

4.13 **Information about payment history:** The Parents acknowledge that the School may make enquiries of the child's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also acknowledge that the School may inform any other school or educational establishment to which the Parents propose to send the child of any outstanding Fees or Extras of this School.

4.14 **Information on the Fees' / Extras' payer identity and the source of funds.** From time to time, the School may ask You to provide Us with information, so that we can verify your identity and/or place of residence, your child's identity, your child's right to enter, live and study in the United Kingdom; and the source of funds you are using to pay the Fees or Extras. This is particularly so where the Parents are applying for a Reduced Fee Place at the School. You must provide the School with the information and documentation We ask for. The School reserves the right to refuse payment of the Fees or Extras where this information or documentation is not provided or is unsatisfactory to enable such verification.

4.15 **Confidentiality.** All financial arrangements made between the Parents and the School are **strictly confidential** and therefore should not be discussed with others. All arrangements are made at the discretion of the School and do not set a precedent for others. Parents who enter into this Contract for a Reduced Fee Place at the School will be subject to a mutual and strict non-disclosure agreement with the School.

4.16 **VAT.** The Fees and Extras are stated inclusive of VAT.

5 The School's Obligations

5.1 **The scope of our duty to exercise reasonable skill and care for the child's education and welfare.** We will exercise reasonable skill and care in respect of the child's education and welfare whilst at the School. This obligation will apply during school hours and at other times when the child is permitted to be on School premises or is participating in activities organised by the School. The School cannot however guarantee that the child will achieve their desired examination results or that results will be sufficient to gain entry to other educational establishments. **We cannot accept responsibility for the welfare of the child whilst off the School premises unless they are taking part in a school activity or otherwise under the direct supervision of a member of School staff.**

5.2 **The School is responsible for the organisation of the curriculum.** The School's SLT reserves the right to organise the School and the curriculum in the most appropriate manner to meet the requirements of the whole School community. The curriculum includes teaching which actively promotes the fundamental British values of

democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs.

5.3 **Monitoring your child's progress at the School.** The School shall monitor the child's progress and shall report regularly to the Parents by means of full written reports, parents' meetings and consultations. Where the School supplies a reference in respect of the child, We will take care to ensure that all information provided is accurate and any opinion given on their ability, aptitude for certain courses and character is fair. However, We cannot be responsible for any loss You or the 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.

5.4 **Learning difficulties.** The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "Special Educational Need" or a "Disability". If We have a serious concern that the child may have a learning difficulty, the Parents will be notified and advised that a formal assessment of the child should take place. It shall be the Parents' responsibility to arrange and pay for a formal assessment. If you have any concerns which suggest to You that the child has a Special Educational Need or a Disability, You should raise these with the child's headteacher or another suitably senior member of staff i.e., a member of the SLT. You should not seek a diagnosis by an outside practitioner before discussing the situation with the School as the School is obliged to validate the credentials of any practitioner on whose report the School relies, for example, for access arrangements in external examinations. Please refer to the School's SEND and Equal Opportunities policies on our website for further information.

5.5 **Moving up the School.** The Parents accept that after Entry the child is expected to progress through the School and complete class 12. Progression will be subject to the child satisfying the academic requirements at the time and the requirements for good behaviour and discipline which are explained in the School's Behaviour Policies. The Parents will be consulted before the end of the spring term of each academic year if the School considers that it may not be in the child's best interest to progress to the next stage of the School to discuss the options available.

5.6 **Consent for educational visits.** Unless Parents notify the School to the contrary in writing, Parents consent to the child participating in all educational or non-educational visits, including:

5.6.1 travel via public and/or private transport;

5.6.2 off-site activities involving child aged 5 or under; or

5.6.3 visits (including overnight or residential stays) which take place during the weekends or school holidays; or

5.6.4 non-routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day; or

5.6.5 adventure activities which may take place at any time.

The Parents agree that the child shall be subject to the School Behaviour Policies in all respects whilst engaged in an educational visit.

5.7 **The cost of educational visits.** The School will advise the Parents in advance of any Extras associated with an educational visit, including those visits described in clause 5.6. The cost of such a visit will be payable in advance. All Extras (such as medical costs, taxis, air fares, or professional advice) incurred to protect the child's safety and welfare, or to respond to breaches of discipline, will be added to the invoice for Fees issued by the School in accordance with Schedule 1. The School reserves the right to prevent the child from taking part in an educational visit while overdue Fees or Extras remain unpaid. Costs relating to educational visits are generally non-refundable save in exceptional circumstances where and to the extent that the School is able to mitigate any loss. Exceptional circumstances will be considered by the School on a case by case basis.

5.8 **Consent to necessary physical contact.** The Parents' consent to such physical contact with the child:

5.8.1 as may accord with good practice;

5.8.2 as may be appropriate and proper for teaching and instruction;

5.8.3 for providing comfort to the child in distress;

5.8.4 to maintain safety and good order; or

5.8.5 in connection with the child's health and welfare.

Unless You notify Us to the contrary in writing, You also consent to the child participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that whilst the School will provide appropriate supervision, the risk of injury cannot be eliminated. Parents should refer to and read in full the School's Staff Code of Conduct and Use of Reasonable Force policies (amended from time to time) available on the School's Website.

5.9 **SLT's authority.** The Parents authorise the School Leadership Team to take and/or authorise in good faith all decisions which the School Leadership Team considers on reasonable grounds will safeguard and promote the child's welfare.

5.10 **Urgent medical attention while under School's care.** If the child requires urgent medical attention while under the School's care, the School will if practicable try to contact You to obtain Your prior consent. However, if it is not practicable to contact You, You consent to us authorising the child to receive emergency medical treatment from an appropriately qualified person as necessary for the child's welfare (including anaesthetic, operation or blood transfusions (unless you have previously notified us in writing you object to blood transfusions)) under the NHS or at a private hospital where recommended by a doctor or other medical practitioner.

5.11 **Child's health.** The School may at any time require a medical opinion or certificate as to the child's general physical and/or mental health. The age of the child will be calculated in accordance with UK custom.

5.12 **Medical information.** During your child's time as a pupil of the School, any of the School's responsible first aiders may disclose confidential information about the child if considered to be in the child's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential "need-to-know" basis.

5.13 **Drug and alcohol testing.** The School may, in accordance with any drugs and alcohol or other relevant policy, request the child to give a biological sample under medical supervision to test for the use of drugs, alcohol or other substances damaging to health. Any drugs and alcohol policy in place from time to time has been adopted for disciplinary purposes, and with the aim of safeguarding the health and safety of all pupils.

5.14 **Relationship and sex education.** Your child will receive health and life skills and sex education appropriate to his / her age in accordance with the curriculum and the School's Relationship & Sex Education policy (available on the School's website), each as amended from time to time, unless You have given formal notice in writing that You do not wish the child to take part in this aspect of the curriculum.

5.15 **Equality, diversity, ethics and religious education.** Your child will receive equality, diversity, ethics and religious education appropriate to his / her age in accordance with the curriculum and the School's Equality and Diversity policy (available on the School's website), each as amended from time to time.

5.16 **Our right to make changes at the School.** Our prospectus and Website describe the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including to the curriculum, the manner of providing education or a change of ethos or culture.

5.17 **We will give you notice of significant changes.** Where practicable, We will give You at least a Term's notice in writing of planned changes that We regard as significant to the child's education.

6 The Parents' Obligations

6.1 **We require your co-operation.** In order to fulfil our obligations under this Contract and to maintain a constructive relationship with You, We and the School staff, need your co-operation. You are jointly and severally (meaning both together and separately) responsible for complying with the obligations set out in this Contract.

6.2 **Examples of the co-operation and assistance we require.** Parents must co-operate with the School and School staff in good faith, including by:

6.2.1 maintaining a constructive relationship with School staff, acting reasonably and ensuring the tone, content, volume and/or nature of communications with the School are reasonable and appropriate;

6.2.2 encouraging the child in their studies, and giving appropriate support at home;

6.2.3 keeping the School up-to-date and informed on matters which affect or may affect the child (including circumstances which arise at any time that affect or may affect your ability to pay the Fees and any Extras);

6.2.4 providing cooperation and assistance to the School so that the child can participate in, and benefit from, the School's provision of education;

6.2.5 attending meetings and keeping in touch with the School where the child's interests so require;

6.2.6 ensuring that the child attends School on time every day that School is in session unless you have provided a legally valid reason why they are unable to do so, for example due to sickness. Parents must agree to adhere to and support the School's Attendance and Punctuality Policy and understand that non-adherence could result in the child being removed from the School in accordance with clause 7.6.

6.3 The Parents must make certain disclosures to the School as soon as possible. These include the following:

6.3.1 any medical condition or health problem, including any medically diagnosed allergies affecting the child. Where requested a medical care plan should be completed prior to enrolment;

6.3.2 any history of a learning difficulty on the part of the child or any member of their immediate family;

6.3.3 any known Special Education Needs, Disability, or any behavioural, emotional difficulty and/or social difficulty on the part of the child;

6.3.4 any family circumstances or court order which might affect the child's welfare, happiness or the provision of education;

6.3.5 any concerns about the child's safety;

6.3.6 any material changes in the financial circumstance of the Parents; and/or

6.3.7 if it is intended that the child is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.

6.4 You must notify Us by 8:30am, using such methods as the School may specify from time to time, every day that Your child is absent from School. Currently absences may be reported by contacting the School office on 01803 897377 or by e-mail at enquiries@sdsteiner.org.

6.5 **Medical care.** You must comply with our first aiders' recommendations which may include a reasonable decision to release the child home when he/she is unwell and must keep the child at home for any period of time specified.

6.6 **Immigration.** The School does not hold a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the School Leadership Team when returning a completed application form or at any other time if the child does not have the right to live and study in the United Kingdom. It is Your responsibility at all times to ensure that the child has the appropriate immigration permission to live in the United Kingdom and to study at the School.

6.7 **Contributions.** You agree to make practical contributions to the School as outlined in the Parent's Guide, which is available on the School's Website.

6.8 **Communications.** Parents are requested to familiarise themselves with the contents of the Parents' Guide and the School Communication Policy to ensure, amongst other things, smooth communication with the School.

6.9 **Raising concerns with the School and making formal complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the School must be notified to the School as soon as practicable. A copy of the most-up-to-date version of the School's Complaints Procedure is available on the School Website or can be supplied on request.

6.10 **Child's rights:** The child, if of sufficient age, maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with their Parents. If a conflict of interest arises between the Parents and the child, the rights of, and duties owed to, the child will in most cases take precedence over the rights of, and duties owed to, the Parents.

6.11 **Confidentiality:** The Parents authorise the SLT to override their own and (so far as they are entitled to do so) the child's right to confidentiality, and to impart confidential information on a need to know basis where necessary to safeguard or promote the child's welfare or to avert a perceived risk of serious harm to the child or to another person at the School in accordance with the Department for Education's Guidance on Information Sharing. In some cases, members of staff may need to be informed of any particular vulnerability the child may have.

7 Suspension, Exclusion and Required Removal

7.1 **School behaviour and discipline.** The Parents accept that the SLT is entitled to set policies for discipline and behaviour at the School. The Parents accept the authority of the SLT and of other members of staff on the SLT's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the child and the School community as a whole. The School's Behaviour, Anti-Bullying (including cyberbullying) and ICT policies, which are available on the School Website, apply to all pupils when they are on School premises, or in the care of the School, or otherwise representing or associated with the School.

7.2 **Parents' support.** The Parents agree to support the School in upholding its policies on discipline and behaviour. The Parents shall ensure that the child will comply with all the School rules including those relating to clothing and general appearance.

7.3 **Sanctions.** The School's current policies on sanctions are available to the Parents on the School website or otherwise on request before they accept the offer of a place. Those policies may undergo reasonable change from time to time with significant changes notified to Parents via e-mail along with a copy of the updated policy but will not authorise any form of unlawful activity.

7.4 **Expulsion (permanent exclusion by School).** The child may be formally expelled (permanently excluded) from the School in accordance with the Schools Exclusion and Suspension policy, available on our Website.

7.5 **Suspension (temporary exclusion by School).** The child may be temporarily excluded (suspended) from the School in accordance with the Schools Exclusions and Suspension policy, available on our Website.

7.6 **Required Removal (removal by agreement).** The SLT may, after consultation with the Parents (and where appropriate the child) require permanent removal of the child from the School if it is of the opinion that:

7.6.1 the child has committed a breach or breaches of School rules or discipline for which removal is the appropriate sanction; or

7.6.2 by reason of the child's conduct, behaviour or progress, the child is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School; or

7.6.3 the Parents' behaviour or conduct (or the behaviour of one of You): is unreasonable; and/or adversely affects the child or the progress of other children at the School, or the wellbeing of School staff; and/or bring (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this Contract.

At the sole discretion of the SLT, Withdrawal of the child by the Parents may be permitted as an alternative of removal being required. The SLT shall act with procedural fairness in all such cases, and shall have regard to the interests of the child and Parents as well as those of the School, School staff members and the wider School community.

7.7 **Fees after expulsion or required removal.** On expulsion or required removal, You will be required to pay the Fees for the education services provided up to and including the day of such expulsion or required removal on a pro rata basis. The Acceptance Deposit shall be credited in the usual way (see clause 2.3) once the outstanding Fees are paid in full.

7.8 **Fees after suspension.** On suspension, You will be still be required to pay the Fees as usual.

7.9 **Procedural fairness.** The SLT shall act with procedural fairness and in accordance with the School's policy on Expulsion and Suspension on dealing with such cases. Investigation of a suspected breach of discipline or behaviour shall be carried out by the School in a fair and unbiased manner.

7.10 **Governors' review.** The SLT's decision to expel or require the removal of the child shall be subject to a Governors' review, if requested by the Parents. The Parents will be given a copy of the review procedure current at the time. The child shall be suspended from the School pending the outcome of the review.

7.11 **Impact of exclusion or required removal on this Contract.** This Contract will terminate with immediate effect if the child is excluded or if you are required to remove your child from the School. This Contract will continue during any period of suspension.

8 Ending this Contract

8.1 **Our right to end the Contract. The School may end this Contract on one Term's Written Notice.** The School will not terminate the Contract without good cause and full consultation with the Parents and also the child (if of sufficient maturity and understanding). This includes where the School, in its reasonable discretion, concludes that it is unable to meet the specific needs of a child and provide the educational services to the child in line with its obligations under the Contract.

8.2 Where the Contract ends in accordance with clause 8.1, the Acceptance Deposit will be refunded without interest less the final balance of any Fees, outstanding invoices or any other sums owed.

8.3 **The School may end this Contract immediately by notice in writing to You, if:**

8.3.1 You have been sent a written reminder that a payment is at least 7 days overdue and You do not make a payment to Us within 14 days of that reminder being sent to You;

8.3.2 You make a serious misrepresentation of facts or circumstances to Us, or You withhold important information from Us, about You and/or the child or that is relevant to the provision of educational services by the School to the child (such as misrepresenting at any point in time (including by failing to notify us of changes in circumstances) that You or the child is legally entitled to enter, reside and/or study in the United Kingdom when this is untrue or any information about the child's health, medical condition, special educational needs, disability or allergies);

8.3.3 You fail or refuse to provide Us with information We consider satisfactory as to your identity/residence, the child's identity, the child's right to enter, live and study in the United Kingdom or the source of funds You are using to pay the Fees. Instead of ending this Contract, We may refuse to allow the child to attend the School until the relevant satisfactory information has been provided;

8.3.4 You:

(a) are unable, following our request, to demonstrate that You will be able to pay the Fees due under this Contract;

(b) repeatedly or persistently fail to pay the Fees on time;

(c) are otherwise unable to pay your debts as they fall due;

(d) are the subject of a bankruptcy petition or order; or

(e) You enter into an individual voluntary arrangement; or

8.3.5 You otherwise do not comply with your obligations under this Contract such that We have a legal right to end the Contract because of something You have done.

8.4 **Your rights to end the Contract.** You may end this Contract, without any liability to the School, at any time by notice in writing to the School if:

8.4.1 You have a legal right to end the Contract because of something We have done wrong;

8.4.2 the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

8.5 **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 will end at the end of year 12 i.e. the child's schooling.

8.6 **Ending the Contract without any accrued rights.** Once this Contract ends, it will not affect any legal rights or obligations that either You or We have that may have already arisen, for example your obligation to pay any outstanding invoices, Fees, or other such sums. After this Contract ends, You and We will keep any rights we each have under, or as a matter of, general law.

9 **Events outside of our, or your, control**

9.1 **What we mean by an "event outside of our/your reasonable control***".* We mean any event beyond either your or our reasonable control including acts of God, accident, fire, flood, storm, war, riot, civil unrest or commotion, act of terrorism, chemical or biological contamination, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority). In the remainder of this clause 9 we shall refer to such events outside of our/your reasonable control as an "event".

9.2 **What happens if we are affected by an event outside of our control.** If an event arises which prevents or delays the School's performance of any of its obligations under this Contract, the School shall 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, the School will not be responsible for not performing such obligations for so long as the event continues. The School shall try as far as reasonably practicable to continue to provide educational services (including by providing appropriate educational services remotely) while the event is ongoing.

9.3 **Events lasting more than 120 days.** If the School is completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period of more than 120 days, 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 end this Contract on at least 3 School Days' written notice to the School and without giving a Term's Written Notice or paying Fees in lieu of notice.

9.4 **What happens if the child is affected by an event outside of your control.** Subject to clause 4.7.1(which means that You are not entitled to a refund or reduction in fees in cases of illness or absence) if the child is completely unable to participate in the provision of any education at School or remotely due to reasons caused by an event You shall give the School notice in writing of such circumstances and the following provisions shall apply:

9.4.1 in consultation and cooperation with the School You shall do everything you reasonably can do 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; and

9.4.2 in circumstances where, following the efforts made and steps taken under sub-clause 9.4.1 above, the child is not able to participate and benefit from any level of provision of education by the School (whether at School or remotely) then You shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and

9.4.3 if the event continues to prevent the child 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 120 days,

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 being required to give a Term's Written Notice or to pay a Term's Fees in lieu of notice.

9.5 **Delivery of Curriculum and Content via Remote Learning.** If an event necessitates the need for pupils to remain at home, the School reserves the right to alter the way the curriculum and content is delivered, and to reduce the breadth of content provided to pupils for the period of the event.

10 Communications between you and the School

10.1 **Notices must be in writing.** When this Contract requires You or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.

10.2 **We will use the contact details held by the School to contact You.** Communications (including notices) 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.**

10.3 **How to provide notice to the School.** Notices that You are required to give under these terms and conditions must be in **writing** addressed to the Admissions Manager and e-mailed to the Admissions Manager at admissions@sdsteiner.org. If acknowledgement of Your notice is not provided to You within 5 School Days of providing it via e-mail, You shall telephone the School to confirm receipt of the same.

11 **The Law that applies to this Contract and where legal proceedings may be brought**

11.1 **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 legal proceedings in respect of this Contract in the English courts.

11.2 **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. If We cannot enforce any part of this Contract, this will not affect our right to enforce the rest of this Contract.

12 **Changes to these terms and conditions**

12.1 **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 changes prior to the end of the penultimate term] before the changes are to take effect.

13 **General contractual matters**

13.1 **Changes to the School.** The School, as any other, is likely to undergo a number of changes during the period of this agreement. Wherever possible, the School will endeavour to consult with the Parents and to provide as much notice as possible of a change to the School which it considers will have a significant impact in the child's education or welfare.

13.2 **Changes in Ownership, etc.** We may transfer our rights and obligations under this Contract to another person or organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Contract.

13.3 **The School's responsibility for loss or damage suffered by You or a child.** The School is responsible to You for foreseeable loss and damage caused by the School. If the School fails to comply with these terms and conditions, the School is responsible for loss or damage You or a child for whom you have Parental Responsibility suffer that is foreseeable as a result of the School's breach of these terms and conditions or its failure to use reasonable care and skill, but the School is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the Contract was made, both the School and You knew it might happen, for example, if you discussed it with us prior to submitting the Acceptance Form.

The School does not exclude or limit in any way its liability to You where it would be unlawful to do so. This includes liability for death or personal injury caused by the School's negligence or the negligence of its employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of the terms implied by Section 10, 11 and 13 of the Consumer Rights Act 2015.

13.4 **Intellectual Property Rights.** Subject to clause 13.4.1, the child shall have ownership of all Intellectual Property that arise out any works that they create or generate whilst attending the School.

13.4.1 Any materials provided by the School and/or a third party to the child shall remain the Intellectual Property of the School and/or relevant third party. This includes where such materials form part of the works created and/or generated by the child.

13.4.2 The Parents agree to grant the School a non-exclusive, worldwide, perpetual royalty-free right to reproduce, modify, edit, publish and distribute the child's works for the purpose of delivering educational services in accordance with this Contract.

13.5 **Consumer rights.** Nothing in this Contract limits the legal rights of the Parents and the child(ren). This Consumer Rights Act 2015 will apply to the terms and conditions of this Contract.

13.6 **Severability.** Care has been taken to use plain language and to give clear explanations in the terms and conditions. If any court or relevant authority decides that any of these terms are unlawful, the rest will remain in full force and effect.

13.7 **Data Protection.** The School will process personal data about You and the child in accordance with data protection law, including the UK GDPR and the Data Protection Act 2018 (as amended or superseded) and any other related legislation. We will process such personal data:

13.7.1 as set out in this clause 13.7, and in the School's Data Protection and Information Sharing (GDPR) Policy which can be found on the School's Website as may be amended from time to time. The Parents must read this policy in full before signing the Acceptance Form;

13.7.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and

13.7.3 to perform our obligations under this Contract, and where reasonably necessary for the School's purposes.

13.8 **Information for parents.** We provide parents of prospective pupils with information about the School and the educational services We provide in good faith. This information may be contained in the School's Website or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this Contract they should seek specific confirmation from the SLT that the information is accurate before returning a completed acceptance form to the School.

13.9 **Nobody else has any rights under this Contract.** This Contract is between the Parents and the School. No other person (including the child) shall have any rights to enforce any of its terms.

13.10 **Even if We delay in enforcing this Contract, We can still enforce it later.** If We do not insist immediately that You do anything you are required to do under these terms

and conditions or if We delay in taking steps against You in respect of your breaking this Contract, that will not mean that You do not have to do those things and it will not prevent Us taking steps against You at a later date.

13.11 **Safeguarding.** The School recognises its moral and statutory responsibility to safeguard and promote the welfare of all pupils. We are committed to providing a caring, positive and safe learning environment for the pupils of the School in order to promote their social, physical, emotional and moral development. Child protection forms part of our school's safeguarding responsibilities, and the School follows its procedures to ensure that children receive effective support, protection and justice. Please visit our Website for School Policies including Safeguarding and Child Protection Policy. https://sdsteiner.org/school-policies/

As a charity we charge only to cover our costs and offer extensive public benefit.