



Wakefield Grammar School Foundation

Company No 4258359
Registered Charity No. 1088415

WAKEFIELD GRAMMAR SCHOOL FOUNDATION

QUEEN ELIZABETH GRAMMAR SCHOOL
WAKEFIELD GIRLS' HIGH SCHOOL
WAKEFIELD GRAMMAR PRE-PREPARATORY SCHOOL

TERMS AND CONDITIONS

1. Definitions

a) In these terms and conditions:

“We” or “Us” means the Foundation or its duly authorised representative, as the context requires;

“You” or the “Parents” means each person who has signed the Acceptance Form as parent or guardian of a child or who with the School’s written consent has subsequently assumed parental responsibility for such child and “Your” shall be construed accordingly;

“Acceptance Form” means the form provided by Us for You to complete when accepting a place for Your child at the School;

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

“The Complaints Policy” is the School’s policy for the treatment of complaints by You against Us and related matters as amended from time to time, a current copy of which is available on the School’s website and on request from the School;

“Deposit” means the sum set out in the schedule of fees, which is payable on submission of an acceptance form;

“Fees” means the fees notified to parents. We shall endeavour to give at least a Term’s notice of any increase in Fees and in any event shall give You notice of any such increase not later than the final day of the preceding Term. Fees are published on the Wakefield Grammar School Foundation website.

“Foundation” means Wakefield Grammar School Foundation (Company Number 4258359) whose Registered Office is at Green House, 158 Northgate, Wakefield, West Yorkshire, WF1 3UF;

“Foundation Award” means the means-tested bursaries awarded by the Foundation in accordance with the Foundation Award Policy;

“Governors” means the directors from time to time of the Foundation;

“Head” means the Head Teacher appointed by the Governors to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

“School Rules” means the rules of the School, a copy of the current version of which is available on request from the School;

“School” means the Foundation School which Your child attends or will attend being one of Queen Elizabeth Grammar School, Wakefield Girls’ High School or Wakefield Grammar Pre-Preparatory School;

“Term” means a term of the School as notified to parents from time to time;

“A Term’s Notice” means notice given not later than the first day of the term preceding the term to which the notice relates;

“Terms and Conditions” means these terms and conditions as amended from time to time;

- (b) The Acceptance Form, the schedule of fees, the School Rules, the Complaints Policy, and these Terms and Conditions constitute the terms of a contract between You and the Foundation. It is not intended that the terms of the contract shall be enforceable by Your child or any other third party.

2. Acceptance and Deposit

- (a) An offer of a place for Your child is accepted by You completing the Acceptance Form and Direct Debit mandate, and paying the deposit.
- (b) The deposit is not refundable if Your child does not take up a place at the School. The Deposit will be repaid, without interest upon termination of this contract. We reserve the right to set off against the deposit the cost of any equipment loaned to Your child, and/or any monies due by You to Us pursuant to the terms of this contract.

3. School Fees

- a) All the costs incurred in the usual course of education of Your child by Us including the provision of necessary education materials, school lunches and examination fees shall be met by the Fees unless otherwise notified by Us.
- b) Any extra-curricular activities including (but not limited to) music lessons, trips and visits in which You agree Your child may participate shall be deemed to be supplemental to items met by the Fees and charged for accordingly.
- c) Each person who has signed the Acceptance Form is jointly and severally liable for the whole of the Fees and any supplemental charges. The persons who have signed the Acceptance Form remain liable for the whole of the Fees and supplemental charges due, unless We have agreed in writing to look exclusively to any other person for payment of Fees or part of them. If Your child has been awarded a Scholarship or Foundation Award, Your liability will be for the amount of the Fees after taking account of that award. An award may be withdrawn with immediate effect if, in the opinion of the Head, Your child’s attendance, progress or behaviour no longer merits the continuation of the award but any such

withdrawal of an award will not operate so as to increase the Fees in respect of a term which has already commenced.

- d) Annual fees are divided into three equal parts and charged termly, regardless of the length of the term, unless there is a change of Fees during an academic year (see sub clause 3(g)). There is no reduction in fees during the summer term for pupils in Years 11 and 13 who have periods of study leave and/or external examinations.
- e) Fees must be paid by monthly or termly direct debit unless a special arrangement has been made with the School. Monthly direct debits are payable in twelve monthly instalments commencing in June each year in respect of the academic year beginning in the following September. Termly direct debits are payable in three instalments payable on the first day of each School term. All supplementary charges are to be paid by direct debit when due.
- f) We reserve the right to refuse to allow Your child to attend the School and to withhold any references whilst Fees or supplemental charges remain unpaid. We may make an interest charge of 3 per cent above Barclays Bank Plc base rate for the time being on late payment.
- g) The Fees will be reviewed from time to time and may be increased by such amount, as We consider reasonable. We shall endeavour to give at least a Term's Notice of any increase in Fees and in any event shall give You notice of any such increase not later than the final day of the preceding Term.
- h) Fees and any prepaid supplemental charges will not be reduced as a result of absence due to illness or otherwise. In the event that Your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of Fees will be made in respect of such periods spent at home.
- i) We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

4. Notice Requirements

- a) If you wish to:
 - (i) withdraw Your child from the School (other than at the end of year 13); or
 - (ii) withdraw Your child from an activity charged for as supplemental;

You shall either give a Term's Notice in writing to that effect or shall pay to Us a Term's Fees in lieu of notice, at such rate as would have been charged for the final Term of provision if a Term's Notice had been given. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to Us as a debt on the first day of Term which would have been the final Term of provision if a Term's Notice had been given.

Further to sub clause 4(a)(i), for clarification, notice requirements apply for all years including Year 6 and Year 11 at Queen Elizabeth Grammar School and Wakefield Girls' High School, and for the transition from Wakefield Grammar Pre-Preparatory School at the end of Year 2.

You acknowledge that the School's affairs are organised on a termly basis and that it is not possible for You to reduce the amount of Fees or to obtain a refund of Fees by withdrawing Your child or by Your child's ceasing to participate in an activity part-way through a Term.

5. School Rules

- a) It is a condition of remaining at the School that Your child complies with the School Rules as amended from time to time. In particular, You undertake to ensure that Your child attends school punctually and that Your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- b) To ensure compliance with the School Rules on illegal drugs the Head may require Your child to submit to testing for drugs in accordance with the School's approved procedures.
- c) The School reserves the right to monitor Your child's e-mail communication and internet use for the purpose of ensuring compliance with the School Rules.

6. Disciplinary procedures

- a) The Head may at his/her discretion require You to remove or may suspend or expel Your child from school if he/she considers that Your child's attendance, progress or behaviour (including behaviour outside School) is seriously unsatisfactory, and in the reasonable opinion of the Head the removal is in the best interests of the School, Your child or other children.
- b) The Head may at his/her discretion require You to remove or may suspend or expel Your child if the behaviour of You or either of You is in the opinion of the Head unreasonable and affects or is likely to affect:
 - I. the progress at the School of Your child or any other child or children at the School or other Foundation School
 - II. or the well-being of the School or other Foundation School staff
 - III. or which may bring the School, other Foundation School or Foundation itself into disrepute.

OR

- IV. If the Head believes that the relationship of trust and confidence has broken down between You or either of You and the School or other Foundation School or the Foundation itself then the Head may at his or her discretion require You to remove or may suspend or expel Your child.
- c) Should the Head exercise his/her right under sub clause 6(a) or 6(b) above You will not be entitled to any refund or remission of Fees or supplemental charges paid or due. However in such circumstances fees in lieu of notice will not be payable.
- d) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and the Head may, at his/her discretion, decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at School may be taken into account.

7. The School's obligations

- a) Subject to these Terms and Conditions, the School undertakes to accept Your child as a pupil of the School from the time of joining until the end of his/her secondary schooling. However the School shall not be obliged to permit Your child to transfer from preparatory to junior departments, from junior school to senior school, or to enter the sixth form unless satisfied that it is appropriate to do so having regard to his/her academic achievements and all other relevant circumstances. The School will make a decision as to whether Your child may join in the sixth form after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form conditional upon the results of such examinations.
- b) While Your child remains a pupil of the School, We undertake to exercise reasonable skill and care in respect of his/her education and welfare. This obligation will only apply during School hours and at other times when Your child is permitted to be on the School's premises or is participating in activities organised by the School.
- c) In order to fulfil our obligations, We need Your co-operation, in particular by: fulfilling Your own obligations under these Terms and Conditions; encouraging Your child in his/her studies, and giving appropriate support at home; keeping the School informed of matters which affect Your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where Your child's interests so require.
- d) We undertake not to subject Your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the sake of good order, Your child's safety or the safety of others. Unless You notify Us to the contrary, You consent to Your child participating, under proper supervision, in contact sports and in other sports and activities undertaken by the School, which may entail some risk of physical injury.
- e) If Your child requires urgent medical attention while under the School's care We will if practicable attempt to obtain Your prior consent. However, should We be unable to make contact You hereby authorise Us to make the decision on Your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a qualified medical practitioner.
- f) The School's prospectus describes the broad principles on which the School is presently run but it does not form part of the contract between You and Us. We reserve the right to make changes to any aspects of the policies, procedures, management and administration of the School, including the curriculum.
- g) We shall monitor Your child's progress at the School and produce regular written reports. The School will advise You if We have any concern about Your child's progress but We do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by You or by the School at your expense. You may be asked to withdraw your child without being charged Fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for Your child's special educational needs.
- h) Religious observance at the School shall be conducted in accordance with the School Rules.

8. The Parents' Obligations

- a) You undertake to inform the School of any health or medical condition, disability or allergy that Your child has or subsequently develops whether long term or short term, including any infections.
- b) You undertake to inform the School of any situations where special arrangements may be needed in respect of Your child.
- c) We will be entitled unless notified otherwise to treat any communication from any person who has signed the acceptance form as having been given on behalf of each person. Unless other arrangements are agreed between You and Us We shall be entitled to treat any communication from Us to any such person as having been made to each of them.
- d) The Head must be informed in writing of any reason for Your child's absence from the School. Wherever possible the School's prior consent should be sought for absence from School.
- e) We do not accept responsibility for the welfare of Your child while off Foundation premises unless he/she is taking part in a School activity or otherwise under the supervision of a member of the School staff.
- f) If You have cause for concern as to a matter of safety, care discipline or progress of Your child You must inform the School without delay. Complaints should be made in accordance with The Complaints Policy.

9. Insurance

You must make Your own insurance arrangements if You require cover for Your child's person or property while at School. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.

10. Force Majeure

We shall have no liability to you and there will be no reduction or reimbursement by Us to You of Fees or any other payments made or to be made by You to Us, if We are prevented from, delayed or hindered in performing, Our obligations to You by acts, events, omissions or accidents beyond Our reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving Our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, illness, epidemic, pandemic, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

11. Confidentiality and References

- a) You consent to our supplying information and a reference in respect of Your child to any educational institution, which You propose your child may attend. Any reference supplied by Us shall be confidential. We will take care to ensure that all information that is supplied relating to Your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss You or Your child suffers or is alleged to have suffered resulting from a reference or report given by Us.

- b) You consent to Us making use of information relating to Your child whilst he/she is at School and after he/she has left for the purposes of communicating and managing relationships with pupils and former pupils of the School.

12. Intellectual property rights, photography and privacy policy

- a) We shall recognise any intellectual property rights vested in Your child.
- b) We may from time to time take digital photographs and video film clips of Your child which may be used as part of our marketing activities. A copy of our photography and privacy policy is available on request from the Heads. If you do not wish Your child's photograph or image to appear in any of our marketing activities please notify Your child's Head in writing requesting an acknowledgement of your letter.

13. Changes in ownership etc

For the purpose of reconstruction or amalgamation We reserve the right to transfer the undertaking of the Foundation to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer and/or amalgamate the Foundation or any part or parts of it with any other educational institution.

14. Communications

All notices required to be given under these Terms and Conditions must be given in writing. You undertake to notify Us of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by Us and/or the School to the address shown in its records. Notices that You are required to give under these Terms and Conditions must be addressed, in the case of the School, to the Head and sent to the School's address and in the case of the Foundation to the Registered Office, 158 Northgate, Wakefield, West Yorkshire, WF1 3UF. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

15. Interpretation

Headings in these Terms and Conditions are for ease of understanding only and do not form part of these Terms and Conditions.

16. Jurisdiction and governing law

The contract between You and Us is governed by English Law. You agree with Us to submit to the exclusive jurisdiction of the English courts.

17. Variation

We reserve the right to make reasonable modifications to these Terms and Conditions from time to time.