

THE GREGG SCHOOL, SOUTHAMPTON

Terms and Conditions of Admission

Education is a complex service, provided over a long period of time, which aims to equip the pupils academically, socially and morally for adult life. In recognition of its obligation to parents who entrust their children to its care, The Gregg School commits itself fully to the pursuance of this aim.

The Terms and Conditions, which form a part legal contract, have been modelled on those recommended by the Independent Schools Association of which The Gregg School is a member. Many other schools within the Association have adopted this model.

1 Definitions

“we or the “School” means The Gregg School trading as The Gregg and St Winifred’s Schools Trust (charity number 1089055).

“terms and conditions” means the terms and conditions of admission contained within this document and referred to in the registration card, as amended from time to time.

“registration of admission of pupil card” means the legal contract provided by the School to which parents agree when accepting a place at the School for their child.

“you” or the “parents” means each person who has signed the registration card as parent or guardian of a child or who with the School’s written consent has subsequently assumed parental responsibility for the pupil.

“child” means a child of whatever age admitted by the School to be educated.

“deposit” means the sum set out in the Schedule of Fees.

“fees” means the sum set out in the Schedule of Fees as amended from time to time.

“Head” means the person appointed by the Trustees to be responsible for the day to day management of the School and includes those to whom the duties of the Head have been delegated.

“Schools rules” means those rules. Code of conduct and customs, copies of which are provided to each child on entry.

“term” means the periods when the School is in session notified to parents from time to time.

2 Entry to the School

a) Acceptance of a place

An offer of a place for your child at the School is accepted by your completing the registration card and paying the deposit.

b) The deposit is not refundable if your child does not take up a place at the School. A proportion of the deposit will form part of the general funds of the School until it is credited without interest following the final payment in full of all tuition fees and other sums due to the School on your child leaving.

c) When transferring from another independent school, confirmation from that school must be obtained to confirm that all outstanding fees have been settled.

3 Fees and extras

a) Items covered

Fees cover the School's normal curriculum together with most books and paper stationery. The fee is an annual charge payable in three equal instalments at the start of each term.

Other items, such as trips and visits in which you agree your child may participate, and certain other extra curricular activities may be charged as extras. In particular, public examination fees and any additional costs, which we might incur in providing for the special educational needs of a pupil, will be charged as extras.

b) By whom payable

The liability to pay fees and any extras is the joint and several liability of each person who has signed the registration of admission of pupil card or any other person who has with our consent accepted responsibility for the payment of fees in respect of your child.

c) When payable

Each invoice must be paid either:

- i) in full on or before the first day of term; or
- ii) if fees are paid by direct debit, in monthly instalments with extras being collected at the start of each term.

If fees are paid annually in advance, the invoice must be paid by the due date indicated in the arrangement.

d) Recovery of unpaid fees

We reserve the right to refuse to allow your child to attend the School while fees remain unpaid. We may make an interest charge of 2 per cent over the base rate for the time being of the School's bank on late payment. You consent to us informing any other school or educational establishment, to which you propose to send your child, of any outstanding fees.

e) Review of fees

We have the right to review the fees for a term by giving you notice in writing at any time up to the last day of the preceding term. It is normal practice, however, to give one full term's notice of alteration to the fees.

f) Refund of fees

Fees and prepaid extras will not be remitted for absence through sickness or any other cause. In particular fees and prepaid extras will not be remitted if for any reason a term is shortened or a vacation extended. Your child may be given the option of study leave at home immediately before and during public examinations or "mock examinations, and of staying at home following those examinations, and no rebate of fees will be made in respect of such periods spent at home.

When fees have been prepaid annually a pro rata refund will be made in the event of a pupil leaving the School, on condition that the required notice has been given in writing to the School.

4 Events requiring notice in writing

You must give a full terms notice in writing (the receipt of which is confirmed by us to make this effective) or payment in lieu in the following cases:

- i) withdrawal of your child other than at the end of Year 11; and
- ii) discontinuance of an extra.

It should be noted that individual music tuition is given by peripatetic music teachers, with parents contracting with the visiting teacher. The School is not involved in this contract.

5 School rules and discipline

- a) It is a condition of remaining at the School that your child complies with its rules, code of practice and customs as amended from time to time. In particular you undertake to ensure that your child attends School punctually and regularly throughout each term 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) If there are reasonable grounds for suspecting that your child has been using illegal substances the Head may require him or her to submit to testing for such substances in accordance with procedures approved by the medical practitioner and with the prior knowledge of the parent.

6 The School's care and education of your child

a) Physical contact

You consent to your child receiving such physical contact as may be lawful, appropriate and proper for teaching and to provide comfort in distress or to maintain good order.

b) Urgent medical care

If your child requires urgent attention while at School all reasonable efforts will be made to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by the doctor.

c) Health problems

It is a condition of your child joining the School that you complete and submit to the School a medical questionnaire in respect of your child, together with your consent for the School to dispense appropriate medication. You undertake to inform the School of any health or medical condition or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.

You undertake to inform the School of any specific educational difficulties that your child has or subsequently develops whether long-term or short-term, and to provide copies of any report from an Educational Psychologist or similar.

d) Court orders

The Head must be notified in writing immediately of any court orders in relation to your child. A parent may be excluded from School premises if the Head acting properly considers such exclusion to be in the best interests of a child or the School.

e) Absence

The Head, through the child's tutor, must be informed in writing of the reason for any absence from School by your child. Wherever possible prior consent should be sought for absence from the School. Where this prior consent has not been obtained we should be informed by telephone before 9.00am on the day of a pupil's absence.

f) Exeats

If your child leaves the School during the school day he or she is required to report to the School Office to "sign out" and, if returning during the same day, to "sign in" on his or her return. Pupils in Year 11, who are allowed out of school during the lunch break with the consent of parents, must complete the appropriate register.

g) Complaints and bullying

If you have cause for concern as to a matter of safety, care, discipline or progress of your child we should be informed without delay. In particular in relation to alleged bullying we cannot be held responsible for failing to address a situation of which we are not aware.

Details of complaints procedures can be found in the School's Complaints Policy. A copy of this is available on request from the School.

h) Curriculum and the School community

It is our policy to educate each child through a broad and balanced curriculum. Although our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing, it does not form part of the agreement between us. We reserve the right to make changes to any aspects of the School including the curriculum if we feel that it is necessary or right to do so. We shall give parents a term's notice of significant changes in policy likely materially to affect the School community. Examples of these changes might be related to setting procedures, uniform, transport or the canteen.

i) Progress reports and special educational needs

We shall monitor your child's progress at School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific learning difficulties. A formal assessment can be arranged either by you or the School at your expense. We would be prepared to support any advice given as far as possible but you may be asked to withdraw your child without being charged fees in lieu of notice if, in the opinion of the Head, adequate provision can not be made for your child's special educational needs. The deposit would be refunded in these circumstances.

7 Removal or suspension of a child

a) The Head may in his or her absolute discretion require you to remove or may temporarily or permanently exclude your child from the School if he or she considers that your child's attendance, progress or behaviour is seriously unsatisfactory, persistent and continues despite formal warnings.

b) The Head may in her or her absolute discretion require you to remove or may temporarily or permanently exclude your child from the School if his or her behaviour off the school premises and in or out of term time be such that, in his or her opinion, it brings the School into disrepute.

- c) The Head may in his or her absolute discretion require you to remove or may temporarily or permanently exclude your child from the School if the behaviour of the parents, or of either parent, or of the guardian, is unreasonable and, in the opinion of the Head, affects or is likely to affect adversely the child's or other children's progress at the School.
- d) Should the Head exercise his or her right under sub clause 7(a), 7(b) or 7(c) above you shall not be entitled to any refund or remission of fees or extras paid or due, unless these have been prepaid in respect of future terms. The deposit will be forfeited but fees in lieu of notice will not be charged.
- e) Offences likely to be punishable by temporary or permanent exclusion include, but are not limited to, involvement in the use or possession of illegal substances, assault, vandalism, bullying and persistent infringement of the School's rules or non-acceptance of its code of practice and customs.
- f) In the event of a permanent exclusion parents or guardians may within 14 days of notice of this exclusion being sent to the parents apply in writing to the Chairman of the Governors for a review of the decision to be made.

8 General

a) Insurances

You must make your own insurance arrangements if you require cover for your child's property, including money, while at school. Pupils should not normally bring unreasonably large amounts of cash to school. If exceptionally this is necessary the monies should be deposited with a member of the senior management who will receipt the amount and return it at the end of the school day.

b) Confidentiality and references

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. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his or her ability, aptitude for certain courses and character is fair, but cannot be liable for any loss your child is alleged to have suffered resulting from a reference or report given by us. You agree to inform us of any applications made by or on behalf of your child to any other school or educational establishment.

c) Copyright and patent

We shall recognise any intellectual property rights vested in your child. You agree to allow us to use photographs or moving images of your child for publicity and marketing purposes.

d) Consumer protection

If any part of these items and conditions infringe the Unfair Terms in Consumer Contracts Regulations 1994 or any other legal provision they shall be treated as severable and shall be replaced with words which give as near as may be fair the original meaning.

e) Change of address

You undertake to notify the School of any change of address. Communications (including notices) shall be sent by the School to your address in the records.

f) Interpretation

Headings and sub-headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

g) Proper law and forum

The contract between you and the School (or which these terms and conditions form part) is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

h) Variations

These terms and conditions may be varied from time to time by the School giving you notice in writing of the variations.