



CULFORD SCHOOL
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STANDARD TERMS AND CONDITIONS

Culford School is owned by the Methodist Independent Schools Trust (MIST), 25 Marylebone Road, London, NW1 5JR, telephone 0207 935 3723. All correspondence should, in the first instance, be addressed to the Headmaster of Culford School or the Chairman of Governors at the school.

1 Definitions

a In these terms and conditions:

“**Acceptance Form**” means the form provided by the School for parents to complete when accepting a place for their child at the School;

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

“**the Review Procedure**” is the School’s procedure for the review of a decision to exclude a pupil, as amended from time to time, a current copy of which is available on request from the School;

“**the Complaints Procedure**” is the School’s procedure for dealing with parental complaints or concerns, apart from those connected with exclusion;

“**acceptance fee**” means the sum set out in the Schedule of Fees, as amended from time to time;

“**fees**” means the fees set out in the Schedule of Fees, as amended from time to time;

“**Head**” means the person appointed by the Board of Management of Methodist Schools 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, as defined in the Pupils’ Handbook. A copy of the current version of this is provided to each child on entry and is sent to parents with the letter offering a place at the School, as amended from time to time;

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

“**a term’s notice**” means written 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;

“**we**” or “**the School**” means the legal entity carrying on as Culford School as identified in Clause 1(b) below, 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.

b The Acceptance Form, the Schedule of Fees, the Pupils’ Handbook, the Disciplinary Procedure as summarised below in paragraph 6, and these Terms and Conditions (as varied from time to time in accordance with these terms and conditions) constitute the terms of a contract between you and Culford School. It is not intended that the terms of the contract shall be enforceable on your child or by any other third party.

2 Acceptance and Acceptance Fee

a An offer of a place for your child at the School is accepted by your completion of the Acceptance Form and paying the acceptance fee.

b The acceptance fee is not refundable, unless it is agreed with the Headmaster. It is transferred to our Bursaries fund which forms part of the general reserves of the School, once your child has left the school.

c If, after acceptance, your child is subsequently withdrawn less than one month **before** the start of the first term, one term’s fees for that term will remain payable.

d You consent to us carrying out a credit reference search on each person that signs the Acceptance Form. We may withdraw the offer of a place for your child and retain the acceptance fee if we become

aware that financial obligations to the child's previous school have not been met or if we are not satisfied with the result of the search.

3 School Fees

- a The costs of teaching, meals, standard textbooks and teaching resources shall be met by the school fees, unless otherwise notified by the School. Stationery and additional textbooks shall be deemed to be supplemental to items met by the fees and charged accordingly.
- b Any extra activities or lessons such as tennis lessons, trips or visits in which you agree your child may participate shall be deemed to be supplemental to items met by the fees and charged accordingly.
- c Each person who has signed the Acceptance Form is liable for all sums due to the School, including fees and supplemental charges.
- d Each invoice must be paid in full before the first day of term or, if fees are paid by direct debit, in monthly instalments (each instalment being due on the first working day of each month) with supplemental charges being collected at the start of term.
- e The School reserves the right to refuse to allow your child to attend the School or to withhold any services normally provided by the School while fees or supplemental charges remain unpaid. An interest charge of 1.5% per month will apply for the time being of the late payment. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.
- f The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. One term's notice of any increase in the fees due for a particular term will normally be given.
- g Fees and any unpaid supplemental charges cannot be reduced as a result of absence due to illness or otherwise. Fees will not be refunded or waived if a term is shortened or a holiday extended, or for any other cause.
- h It may be necessary to shut the School for reasons beyond its control (such as bad weather or contagious disease). No refund of fees can be made and the School may ask you to remove your child during such closure.

4 Notice requirements

- a If you wish to withdraw your child from the School, you shall either give a term's notice to that effect or shall pay the School a term's fees for the number of sessions for which your child is registered, 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 the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

- b Irrespective of any changes made to the number of sessions taken, school fees will not be reduced below the cost of the sessions claimed against the Early years Grant, since these are set and claimed in advance.
- c You acknowledge that the School's affairs are organised on a termly basis, these terms and conditions must reflect that fact and that it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child part-way through a term.

5 School Rules

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 relating to behaviour as shall be issued by the School from time to time.

6 Disciplinary Procedures

- a The Head may, at his discretion, exclude your child from the School if he considers that your child's attendance or behaviour is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the best interests of your child or other children.
- b The Head may, at his discretion, exclude 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 adversely your child or other children, or the well-being of School staff or to bring the School into disrepute.
- c Should the Head exercise his 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 review of a decision to exclude a pupil is governed by the Review Procedure.

7 School Organisation

- 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 the School until the end of his or her school career. However, the School shall not be obliged to permit your child to progress between sections of the School unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School will make a decision as to whether your child may join the Pre-Preparatory, Preparatory, Senior School or Sixth Form after the results of the appropriate assessments have been considered.
- b While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School 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 obligations under these terms and conditions; encouraging your child in his or 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 the School; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
 - d The School undertakes not to subject your child to corporal punishment, or to physical restraint except where such restraint may be deemed appropriate for the maintenance of good order, your child's safety or that of others. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in appropriate sports and activities entered into 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, the School will, if practicable, attempt to obtain your prior consent. However, should it prove difficult to contact you the School shall be authorised to make a decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
 - f Although the School prospectus describes the broad principles on which the School presently operates, and is believed to be correct at the time of printing, it does not form part of the contract between you and the School. The School reserves the right to make changes to any aspects of the School, including the curriculum.
 - g Your child's progress will be monitored by the School and reports will be written regularly. Although children are routinely screened for literacy, the School does not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or 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 needs.
 - h From time to time, the School may wish to use your child's photograph in School publications and other publicity materials such as press releases. If you do not wish this to happen, you should inform the School in writing through the form provided when your child joins the School.
 - i Religious observance at the School shall be conducted in accordance with the School Rules. The Schools Standards and Frameworks Act 1998 do not apply.
- 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 relation to your child; eg pre-existing reports indicating special educational needs, or any previously expressed concerns about such needs.
 - c The School will be entitled (unless notified otherwise) to treat any communications from any person who has signed the Acceptance Form as having been given on behalf of each such person. Unless other arrangements are agreed between you and the School, we shall be entitled to treat any communication from the School to any such person as having been made to each of them.
 - d Leave of absence must be obtained from the Head if your child is to be absent from school. Normally, leave will not be granted during term time for holidays.
 - e We cannot accept responsibility for the welfare of your child while off the School premises unless he or she is taking part in a school activity.
 - 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 School's Complaints Procedure.

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 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. The School 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. However, the School cannot be liable for any loss you are or your child 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 or she is at the School and after he or she has left for any legitimate purposes, including communicating and managing relationships with pupils and former pupils of the School.

11 Intellectual Property Rights

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

12 Changes in ownership etc

8 The Parents' Obligations

- a 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. You undertake to inform the School of any health or medical condition, disability or allergy that your child subsequently

For the purposes of reconstruction or amalgamation, the School reserves the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

13 Data Protection

You consent to us holding data relating to you and your child (including credit references, sensitive data relating to health, special needs, race and religion) to the extent necessary to enable us to care for your child, discharge our obligations to you and assess the financial risk of dealing with you.

14 Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices required to be given under these terms and conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after the letter was postmarked.

15 Change in Family Circumstances

In the event of a change in family circumstances such as parental discord and/or marital breakdown you should keep the School informed of all issues affecting the welfare of your child. The School should be notified of any court orders relating to your child. In the event of conflicting instructions from parents, the School will act in accordance with any orders of which it is aware. Otherwise, the School is authorised to act as it thinks prudent in the circumstances, taking legal advice if necessary, and may require the parents to seek clarification of a position by a court order. Any expense incurred by the School in obtaining legal advice in such circumstances will be charged to your account as a supplemental charge.

16 Interpretation

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

17 Jurisdiction and Governing Law

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

18 Variations

We reserve the right to make reasonable modifications to these terms and conditions from time to time.