



**Norwich School Terms & Conditions
as at August 2011**

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A Introduction

- These Terms and Conditions** form the basis of a legal contract for educational services. They apply during school hours and at other times when your child is permitted to be on School premises, participating in activities organised by the School or otherwise representing or being associated with the School in any way. The Terms and Conditions are intended to promote the education and welfare of each Pupil and the stability, forward-planning, proper resourcing and development of Norwich School.
- Fees and Notice:** The rules concerning fees and notice are of particular importance and are set out at Sections E “Provisions about Notice” and D “Fees” below.
- Managing Change:** This School, as any other, is likely to undergo a number of changes during the time your child is a Pupil here. Please see Section O “General Contractual Matters” for further details of the changes that may be made and the consultation and notice procedures that will apply.
- Documents referred to:** Before accepting the offer of a place, parents have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions or copies of any of the School’s policies and procedures.

B Terminology

5 In these Terms and Conditions:

“**Acceptance Deposit**” means the deposit as shown on the Fees List for the relevant year which will be payable when accepting a place for your child at the School.

“**Acceptance Form**” means the form provided by the School for Parents to complete when



accepting a place for the child at the School.

“**admission**” means when Parents accept the offer of a place at the School.

“**Application Form**” means the form to be completed by the Parents to register interest for a place for the 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 Complaints Procedure**” is the School’s procedure for handling complaints, 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 procedure is available from the School at any time upon written request.

“**entry**” means the date on which the Pupil attends the School for the first time in accordance with the Terms and Conditions.

“**exclusion**” means that the Pupil may not return to the School until arrears of Fees have been paid.

“**expulsion**” means that the Pupil has been required to leave the School permanently in the circumstances set out in Clauses 50 or 51.

“**Fees**” means the fees set out in the Fees List as amended from time to time and includes each of the following charges where applicable:

- Registration Fee;
- Acceptance Deposit;
- tuition fee;
- fee for extra tuition;
- other extras such as lunch costs, exam charges, clothing and equipment, School club charges, photographs and any other items ordered by the Parents of the Pupil;
- charges arising in respect of educational visits;
- damage where a Pupil 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); and
- late payment charges.

“**Fees List**” means the published note of the School’s prevailing Fees.

“**FIA Terms and Conditions**” means the supplemental terms and conditions relating to the School’s fees in advance scheme.

“**Financial Award**” means a bursary, scholarship, music and academic award and exhibitions or other award or concession.

“**Governors**” means the Board of Governors of Norwich School who are appointed from time to time under the terms of the governing instrument referred to above and who are responsible for governance of the School.

“**Head Master**” means the person appointed by the Governors of the School to be responsible for the day to day management of the School, including anyone to whom such duties have been duly delegated.

“**in writing**” means by letter, fax or email addressed to the Head Master at the School.

“**Parents**” / “**You**” means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child’s attendance at the School. Parents are legally responsible,



individually and jointly, for complying with their obligations under these Terms and Conditions. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a Court Order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the welfare and best interests of the child.

"Pupil" is the child named on the Acceptance Form.

"released home" means that the Head Master has consented to the Pupil being away from the School for a specified period of time.

"Registration Fee" means the non-refundable admission fee to accompany the Application Form when Parents apply for a place at the School for the child.

"removal" means that the Pupil has been removed from the School by the Parents in the circumstances set out in Clauses 50 or 51.

"The School"/"We"/"Us" means Norwich School as now or any future constitution. The School is constituted as a charitable company limited by guarantee regulated by its Memorandum & Articles of Association.

"School Rules" means the rules of the School as amended from time to time.

"suspension" means that a Pupil has been sent home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or an appeal.

"term" means a 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.

"withdrawal" means that the Parents have withdrawn the Pupil from the School with due reference to Section E of these Terms and Conditions.

- 6 The Acceptance Form, the Fees List, the School Rules, the Complaints Procedure, the FIA Terms and Conditions, these Terms and Conditions and all other School policies and procedures as amended from time to time form the terms of a contract between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

C Admission and Entry to the School

- 7 **Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Application Form has been completed and returned to us and the non-refundable Registration Fee paid. Admission will be subject to the availability of a place and both the Pupil and Parents satisfying the admission requirements at the time.
- 8 **Overseas pupils:** We welcome applications from overseas pupils, provided that those falling under the "Child Student" category of the UK Border Agency Tier 4 requirements have satisfied all the legal requirements laid down by the UK Border Agency from time to time and that Parents have provided evidence of this to the School before the Pupil starts at the School.
- 9 **Equal Treatment:** The School is an academically selective, co-educational independent day school for pupils aged seven to eighteen. The School has a Christian ethos but welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. We will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under the Special Educational Needs & Disability Act 2001 and the Equality Act 2010 in order to accommodate the needs of applicants, pupils and members of staff who have disabilities for which, after reasonable adjustments, we can cater for adequately.



- 10 **Offer of a place and payment of the Acceptance Deposit:** The Acceptance Deposit is payable when Parents accept the offer of a place for the Pupil. Some or all of the Acceptance Deposit may be waived by the Head Master in respect of a Pupil awarded a Financial Award. The Acceptance Deposit is not refundable if the Pupil does not take up a place at the School (except where the School fills the vacancy created by the Pupil's withdrawal, in which case the School shall refund the Acceptance Deposit to you less its costs in administering your dealings with the School or a reasonable estimate of those costs). The Acceptance Deposit will form part of the general funds of the School until it is credited without interest to the final payment of Fees or other sums due to the School upon the Pupil leaving.
- 11 **Withdrawing acceptance of a place at the School:** If Parents wish to withdraw their acceptance of a place **after** submitting the Acceptance Form and paying the Acceptance Deposit but **before** the Pupil starts at the School, the Parents shall give written notice to that effect prior to the first day of term immediately preceding the term in which the Pupil was due to start at the School. If such notice is received by the School at that time the Acceptance Deposit will be forfeited in accordance with Clause 10 above but no further Fees will be payable. Subject to the remainder of this Clause 11, if such notice is received on or after that date (or if no notice is received), a term's Fees shall be payable and shall become due and owing to the School as a debt. The term's Fees shall be charged at the rate applicable for the term immediately preceding the term when your child is due to start and the School shall credit the deposit (without interest) to such payment of the term's Fees (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's Fees). Where applicable, the term's Fees in lieu of notice owing shall be reduced to take account of any Financial Award made to the Pupil. Cases of serious illness or genuine hardship may receive special consideration on written request to the Head Master.
- D Fees**
- 12 **Costs:** All the costs incurred in the usual course of the education of the Pupil by the School, including the provision of any necessary educational materials and as outlined in the Fees List, shall be met by the Fees unless otherwise notified by the School. The Parents confirm that all fees and other sums payable to the last school attended by the Pupil have been, or will have been, paid before the Pupil takes up their place at the School.
- 13 **Extra-curricular activities:** Any extra-curricular activities in which Parents agree in advance the Pupil may participate shall be deemed to be supplemental to items met by the Fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of the Pupil shall be charged as supplemental to the Fees.
- 14 **Educational Visits:** A variety of educational visits will be provided for the Pupil during their time at the School. The cost of some educational visits will be charged in addition to the Fees. Deposits paid for educational visits are non-refundable. Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The Pupil is subject to School discipline in all respects whilst engaged in a School trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill.
- 15 **Extra subjects:** Although the School may offer facilities for Pupils to take extra subjects, for example individual music tuition, any contract for those subjects is between the Parent and the visiting teacher and charges for extra subjects are collected by the visiting teacher.
- 16 **Liability for Fees:** Each Parent who has signed the Acceptance Form is liable for the whole of the Fees due and any supplemental charges unless the School has expressly agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the Fees or any part of them. Where two Parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's notice provided that they



have obtained the prior written consent of both the School and the remaining Parent.

- 17 **Payment of Fees:** The Parents undertake to pay the Fees applicable in each School year as and when they fall due. Fees are due and payable in full before the commencement of the School term to which they relate and must have been received by the School as cleared funds by that date. If one or more items on the bill are under query, the balance of the bill must be paid.
- 18 **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a Pupil is released home during/after public examinations or otherwise before the normal end of term (provided that the School remains open to a Pupil who wishes to stay at School during that period); or for any cause other than exceptionally and at the sole discretion of the Head Master in a case of genuine hardship or where there is a legal liability under a Court Order or under the provisions of this contract to make a refund. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out in Section G “Disciplinary Procedures and the Complaints Procedure” above) apply when a Pupil is expelled or removed.
- 19 **Exclusion for Non-Payment:** The right is reserved on three days’ written notice to exclude a Pupil while Fees are unpaid. Exclusion on this ground is not a disciplinary matter and the right to appeal will not normally arise but the Chairman of Governors has discretion to authorise a review of the documentary evidence with or without a formal meeting with the Parents. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil. A Pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice 28 days after exclusion. (In that case, a term's Fees in lieu of notice will be payable in accordance with the “Provisions about Notice” in Section E.)
- 20 **Retaining fee:** If a Parent wishes a place to be kept for a Pupil who will be absent for up to a year, the Head Master’s written consent must first be obtained and a retaining fee equivalent to a full term’s Fees paid prior to the Pupil absence. This will be credited against the Pupil’s Fees on returning to School. The retainer fee will be forfeited if the Pupil does not return unless a full term’s written notice is given that the place is no longer required. The form to which the Pupil is admitted on returning to School will be at the discretion of the Head Master and will depend on the Head Master’s assessment of the standard of the Pupil’s work.
- 21 **Fees in case of absence:** Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that the Pupil takes study leave at home before or during public examinations or stays at home following those examinations, no reduction in fees will be made in respect of such periods spent at home.
- 22 **Late Payment:** Interest will ordinarily be charged on Fees which are unpaid. The rate of interest charged will be up to 1.5% per month which is a genuine pre-estimate of the cost to the School of a default. Unless otherwise notified to Parents in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The Parents must pay the School the interest together with the overdue amount. Cheques and other instruments or payment methods delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. The Parents consent to our informing any other school or educational establishment to which the Parents propose to send the Pupil of any outstanding Fees.
- 23 **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees and charges.
- 24 **Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.
- 25 **Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent or



education trust) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing and signed by the Bursar. The School reserves the right to refuse a payment from a third party.

- 26 **Instalment Arrangements:** The School may agree that the Fees that are or will fall due in relation to any term can be paid in instalments. In cases where Parents elect to pay Fees by instalments in advance of the date when the Fees fall due, the preferred payment method shall be by direct debit or by such other method as the School may from time to time determine. Parents making instalment payments in advance should state with each payment the Pupil Reference number found on the invoice. In cases where, at the School's sole discretion, it agrees to the payment of Fees by instalments after the date that the Fees are due, then the School and those liable for those Fees will agree separately in writing the amount of each term's Fees that is to be deferred and the anticipated schedule of instalments by which the deferred amount is to be paid. The agreed amount for each term is to be paid by direct debit or by such other method as the School and the Parents shall agree in not more than four instalments within a period that does not exceed 12 months beginning with the date of the relevant invoice. The School shall confirm separately the schedule of instalments relating to the Fees due in respect of each term, which shall be evidence of the separate agreement for the payment of that term's Fees.
- 27 **Fees in Advance Scheme (FIA):** Where the Parents and the School have entered into an agreement incorporating the FIA Terms & Conditions such that the Parents have made a capital payment in respect of all or part of the Fees under this agreement, the School will administer such capital sum to meet the Fees and the Parents shall meet the difference between the amount per term applied by the School under the FIA Terms & Conditions and the total Fees and supplemental charges due in respect of the Pupil each term under this agreement. For the avoidance of doubt, the School shall provide a termly statement of account in respect of the Fees and supplemental charges and the difference shall be payable in accordance with the terms of this agreement. Subject to the FIA Terms & Conditions applicable at the relevant time, where a Pupil for whom Fees are paid in advance leaves the School, the unused portion of the Fees paid in advance at the time the Pupil leaves the School will, depending on the circumstances of the Pupil's on-going educational provision, either be paid to the Pupil's subsequent fee-paying school(s) or will be refunded to the Parents. Fees in lieu of notice (where applicable) and any other sum due and owing to the School at that time will be deducted from the sum to be paid to the next school(s) or refunded.
- 28 **Financial Awards:** Every Financial Award is a privilege and is subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. If the Head Master at his sole discretion determines that the Pupil no longer merits a continuation of the Financial Award it may be withdrawn by the School providing the Parents in writing with notice of the withdrawal of the Financial Award. The withdrawal of the Financial Award will not operate so as to increase the Fees due in respect of a term which has already commenced. The value of a Financial Award shall be deducted from Fees before any bursary or other concession is calculated or assessed.
- 29 **Review of Fees:** The Fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. The School shall endeavour to give at least a term's notice of any increase.
- 30 **Termly Fees:** The School's affairs are organised on a termly basis and it is not possible for Parents to reduce the amount of Fees due or to obtain a refund of Fees by withdrawing a Pupil or by a Pupil ceasing to participate in an activity part-way through a term.
- 31 **Money Laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

**E Provisions About Notice**

- 32 **Notice:** If the Parents wish to withdraw the Pupil from the School, the Parents shall either give a term's notice to that effect or shall pay to the School a term's Fees in lieu of notice to that effect, at such rate as would have been charged for the final term of provision if a term's notice had been given. The written notice will be signed for to evidence receipt either by the Head Master or, should the Head Master not be available, on his behalf by the Head Master's secretary or the Bursar.
- 33 **Failure to give notice:** 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.
- 34 **Provisional notice** may be give by Parents who are seeking to notify the School of their decision to withdraw a Pupil from the School in cases where there is a high but as yet unconfirmed possibility that the Pupil will be withdrawn. Provisional Notice is to given in writing to the Head Master and, as for ordinary Notice, the School will provide a receipt to evidence that it has received the Provisional Notice. Provisional notice is only valid up to the date of the end of the term immediately following the date provisional notice has been given. However, at its sole discretion, the School may seek to terminate a provisional notice by requiring the Parents to confirm whether they wish to withdraw the provisional notice or to convert it into Notice. If the School wishes to terminate the Provisional Notice, it will give parents fourteen calendar days written notice of its intention to do so. Silence by the Parents in response to the School's request to cancel the Provision Notice or to advise the School that it has now become Notice will be taken as a cancellation of the Provisional Notice. Sequential Provisional Notices are not permitted and Parents may only make one Provisional Notice request per Pupil in any single academic year.
- 35 **Withdrawal by Parents:** If the Pupil is withdrawn permanently from the School on less than a term's notice by the Parents, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice will immediately be due and payable within fourteen days as a debt at the rate applicable to the term in question unless the place is filled immediately and without loss to the School.
- 36 **Prior Consultation:** It is expected that the Parents or duly authorised education guardian will in every case personally consult the Head Master or the Head Master's authorised deputy before notice of withdrawal is given.
- 37 **Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.
- 38 **Discontinuing Extras:** If the Parents wish to withdraw the Pupil from an activity charged as supplemental, such as extra tuition, a term's written notice is required to discontinue the activity failing which you shall be charged with a term's charges for that activity as charges in lieu of notice.
- 39 **Termination by the School:** The School may terminate this agreement on one term's written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or removal. The School will not terminate the contract without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding) and will allow the Parents to appeal against the decision if they so wish. On termination, the Acceptance Deposit will be refunded without interest less any outstanding balance of the account.

F Behaviour

- 40 **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governors to the Head Master and the School's senior management team. The Head Master is entitled to exercise a wide discretion in relation to the School's policies, School Rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness at all times.
- 41 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good



discipline and respect for the needs of others. Parents warrant that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules about the wearing of uniform.

- 42 **School Rules:** It is a condition of remaining at the School that the Pupil complies with the School Rules as amended from time to time. The School Rules are set out in a separate document. Parents are requested to read this document carefully with the Pupil before they accept the offer of a place.
- 43 **Drugs & Alcohol:** A Pupil may be asked to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record. A copy of the School's Drugs Policy is available on request.
- 44 **Internet and email:** The School reserves the right, subject to applicable Data Protection legislation, to monitor the email communication and internet use of Pupils for the purpose of ensuring compliance with School Rules.

G Disciplinary Procedures and the Complaints Procedure

- 45 **School Discipline:** The Parents hereby confirm that they accept the authority of the Head Master and of other members of staff on the Head Master's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the School community as a whole. The School's Behaviour Policy which is current at the time applies to all Pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or being associated with the School. A Pupil may be sent home to rectify a breach of School uniform if necessary and appropriate.
- 46 **Investigative Action:** A complaint or suspicion of misconduct will be investigated. The Pupil may be questioned and their belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable if it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by a Parent, education guardian or a teacher of the Pupil's choice.
- 47 **Procedural Fairness:** Investigation of complaints will be carried out in a way that is fair in all the circumstances. Where the investigation might lead to expulsion, suspension, removal or withdrawal of the Pupil in any of the circumstances set out below, all reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head Master before a decision is taken in such a case. In the absence of a Parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.
- 48 **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of Pupils or others who have given information which has led to the complaint or which the Head Master has acquired during an investigation.
- 49 **Sanctions:** The Head Master may in his discretion require the Parents to remove or may suspend, or in serious or persistent cases, expel the Pupil from the School if he considers that the Pupil's attendance, progress or behaviour (including behaviour outside of the School) is unsatisfactory and in the reasonable opinion of the Head Master the removal is in the School's best interests or those of the Pupil or other children. Parents may be permitted to withdraw the Pupil as an alternative to removal being required.
- 50 **Sanctions:** The Head Master may in his discretion require the Parents to remove or may suspend or, in serious or persistent cases, expel the Pupil if the behaviour of one Parent or both Parents is, in the opinion of the Head Master, unreasonable and affects or is likely to affect adversely the Pupil's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.



- 51 **Offences:** The School's policies and procedures as amended from time to time set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head Master may 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 the School may be taken into account.
- 52 **Policies on sanctions:** The School's current policies with sanctions in are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time. Sanctions may include a requirement to undertake tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, suspension, or alternatively being removed or expelled.
- 53 **Fees after Expulsion or Removal:** Should the Head Master exercise his right under Clause 50 or Clause 51 above, the Parents will not be entitled to any refund or remission of Fees or supplemental charges due (whether paid or payable) and the Acceptance Deposit will be forfeited. However, in such circumstances Fees in lieu of notice will not be payable and any prepaid Fees will be refunded without interest. If the Pupil is withdrawn, the Fees arising in this case are covered in Section E "Provisions about Notice".
- 54 **Leaving Status:** The expression "leaving status" has reference to whether the Pupil has been expelled, removed or withdrawn, and to the record which will be entered in to the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Head Master with the Parents and, where appropriate with the Pupil, at the time of the Head Master's decision.
- 55 **Appeals Procedure:** The opportunity for Parents to appeal against a decision to expel or require the removal of a Pupil from the School (but not a decision to suspend a Pupil unless the suspension is for more than five days during term time (excluding holidays)), is governed by the School's Appeals Procedure as amended from time to time. A copy of the Appeals Procedure is available on request.
- 56 **Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to expel or remove a Pupil must be made in accordance with the School's published Complaints Procedure, a copy of which is available on request. Stage 1 of the Complaints Procedure seeks to resolve complaints through an informal resolution, while Stage 2 of the Complaints Procedure allows for a formal resolution of complaints. Every reasonable complaint shall receive fair and proper consideration and a timely response. Parents can appeal by way of the Appeals Procedure if they are not satisfied with the outcome of the complaint.
- H Educational Matters**
- 57 **Moving up the School:** 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 secondary schooling. However, the School shall not be obliged to permit your child to enter the sixth form unless satisfied that it is appropriate to do so having regard to the Pupil's academic attainment and behaviour and all other relevant circumstances. Parents will be consulted before the end of the Lent Term if, in the opinion of the Head Master, the Pupil will not benefit from continuing to be educated at the School or has not attained a sufficiently high standard of work or behaviour to benefit from continuation or entry to the next stage, or there appears to be any reason why the Pupil may be refused a place at the next stage of the School.
- 58 **Welfare:** While the Pupil remains at the School, the School undertakes to exercise reasonable skill and care in respect of the Pupil's education and welfare. This obligation will apply during school hours and at other times when the Pupil is permitted to be on School premises or is participating in activities organised by the School.
- 59 **Physical contact:** In accordance with the law, the School will not subject the Pupil to corporal



punishment. The School will not subject the Pupil to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including the Pupil). Unless the School is notified to the contrary, the parents consent to the Pupil participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

- 60 **Our Commitment:** Within the published range of the School's provision from time to time, the School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Pupil and to provide education to at least the standard required by law in the particular circumstances, and often to a much higher standard.
- 61 **Organisation:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head Master, is most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the Pupils and may take into account management of friendship groups.
- 62 **Tutor contact:** Any Parent who has specific requirements or concerns about any aspect of the Pupil's education or progress should contact the Pupil's Tutor, or any other appropriate member of staff, as soon as possible, or contact the Head Master in the case of a grave concern.
- 63 **Progress Reports:** The School monitors the progress of each Pupil and reports regularly to Parents by means of grades, parents' evenings and full written reports.
- 64 **Sex Education:** All Pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing to the School that they do not wish their child to take part in this aspect of the curriculum.
- 65 **Public Examinations:** The Head Master may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if in exercising professional judgement the Head Master considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the School.
- 66 **Reports and References:** Information supplied to Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references, will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- 67 **Learning Difficulties:** The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need" and the School shall advise the Parents if the School has concerns about a Pupil's progress. Our staff are not, however, qualified to make a medical diagnosis of conditions or of other learning difficulties.
- 68 **Screening for Learning Difficulties:** The screening tests available to the School are indicative only: they are not infallible. Parents will be notified if a screening test indicates that a pupil has a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
- 69 **Information about Learning Difficulties:** Parents must notify the Head Master in writing if they are aware or suspect that a Pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information in respect of the Pupil. Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Head Master and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a Pupil's special educational needs. Remedial teaching provided by the School will be charged as an extra.

**I Pastoral Care**

- 70 **Meaning:** Pastoral care runs throughout all aspects of life at the School and is directed towards the happiness, success, safety, welfare and the best interests of each Pupil and the integrity of the School community.
- 71 **Our Commitment:** The School will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others.
- 72 **Complaints:** Any question, concern or complaint about the pastoral care, safety, discipline or progress of a Pupil must be notified immediately to the Pupil's Tutor in writing. In the case of a grave concern this must be notified in writing to the Head Master in writing or by telephone in case of emergency. A copy of the School's current Complaints Procedure will be supplied on request.
- 73 **Pupil's Rights:** A Pupil of sufficient maturity and understanding has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality. If a conflict of interests arises between a Parent and a Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parent.
- 74 **Head Master's Authority:** The Parents authorise the Head Master to take and/or authorise in good faith all decisions which the Head Master considers on proper grounds will safeguard and promote the Pupil's welfare.
- 75 **Ethos:** The ethos of the School is that learning and scholarship are at the heart of the broad education that the School provides. Christian values, notably love and compassion for one another, underpin our activities and relationships. The ethos is therefore designed such as to foster good relationships between members of the staff, the Pupils themselves and between members of the staff and Pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupils and Parents and we expect the same of Pupils and Parents in relation to the School.
- 76 **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice in accordance with Clause 60 above.
- 77 **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family, or any family circumstances or Court Order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety.
- 78 **Leaving School Premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but we cannot accept responsibility for a Pupil who leaves School premises in breach of the School Rules and we are not legally entitled to do so in the case of a Pupil aged 16 years or over.
- 79 **Residence during Term Time:** Pupils are required during term time to live with a Parent or legal guardian or with an education guardian acceptable to the School. The Head Master must be notified in writing immediately if the Pupil will be residing during term time under the care of someone other than a Parent. This is so that the School can contact the Pupil or their carer should the need arise, but does not constitute the School assuming any responsibility for the time the Pupil is spending outside School time.
- 80 **Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.



This is so that the School can contact the Pupil or their carer should the need arise, but does not constitute the School assuming any responsibility for the time the Pupil is spending outside School time. The School may take appropriate action if it considers that the welfare or safety of the Pupil is at risk.

- 81 **Parental responsibility and Court Orders:** Parents will notify the Head Master immediately of any parental responsibility agreement or Court Order relating to the Pupil (e.g. residence, contact, prohibited steps, specific issues etc) and provide the Head Master with a copy of the same. In the absence of any such Court Order the School will treat each person with parental responsibility as having equal rights to receive relevant information about the Pupil on request (unless in the Head Master's discretion it is not in the Pupil's best interest to do so).
- 82 **Education Guardians:** A Pupil of any age whose Parents are resident outside the United Kingdom must have an education guardian in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility during week-ends, half term or the holidays for Pupils whose Parents are resident abroad and the Parents and guardians of such Pupils must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents.
- 83 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 84 **Pupils' Personal Property:** Pupils are responsible for the security and safe use of all their personal property (including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment) and for property lent to them by the School. A Pupil's personal property is not covered by the School's insurance and the School accepts no responsibility for loss or damage to a Pupil's personal property when on School premises or on School visits.
- 85 **Insurance:** Parents are responsible for insurance of the Pupil's personal property whilst at the School or on the way to and from School or any School-sponsored activity away from the School premises.
- 86 **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for any loss or damage to property.

J Health and Medical Matters

- 87 **Medical Declaration:** Parents will be asked to complete a form of medical declaration concerning the Pupil's health and must inform the School Nurse or the School Secretary immediately in writing if the Pupil develops any known medical condition, disability, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious diseases.
- 88 **Pupils' Health:** The Head Master may at any time require a medical opinion or certificate as to the Pupil's general health where the Head Master considers that necessary as a matter of professional judgement in the interests of the Pupil and/or the School. A Pupil of sufficient age and maturity is entitled to insist on confidentiality which can nonetheless be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.
- 89 **Change in medical condition:** In the event that there is a change in the Pupil's health, the Parents shall inform the School as soon as possible in writing in order to ensure that appropriate measures and any necessary reasonable adjustments are put in place.
- 90 **Health risk:** If the School so requires due to a health risk presented either by the Pupil to others or to the Pupil by others or by reason of a virus, pandemic, epidemic or other health risk, the Parents undertake to keep the Pupil at home and not permit the Pupil to return to the School until such time as the health risk has been averted. In such circumstances, the School shall endeavour to continue



providing education to the Pupil remotely during such period (including, for example, by sending the Pupil work assignments electronically or by post).

- 91 **Special arrangements:** The Parents undertake to inform the School of any situations where special arrangements may be needed in relation to the Pupil.
- 92 **Medical Information:** Throughout a Pupil's time as a member of the School, the School Nurses or the School Medical Officer shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, "need-to-know" basis.
- 93 **Emergency Medical Treatment:** The Parents authorise the School, if the Parents cannot be contacted in time, to consent on behalf of the Parents to the Pupil receiving emergency medical treatment including blood transfusions within the United Kingdom (unless the Parents have previously informed the School that they object to blood transfusions), general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare.

K Intellectual Property

- 94 **School's Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of a Pupil in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the Pupil's role in the creation/development of intellectual property.
- 95 **Pupils' Original Work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer generated material, belongs to the Pupil. Insofar as reasonably possible such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at School premises until, in our professional judgement, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. The School will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head Master and staff.

L Confidentiality and References

- 96 **Confidentiality:** The Parents authorise the Head Master to impart confidential information in accordance with the School's Confidentiality Policy where necessary to safeguard or promote a Pupil's welfare or to avert a perceived risk of harm to the Pupil or to another person at the School.
- 97 **References:** The Parents consent to our supplying information and a reference in respect of any educational institution to which the Parents propose to send the Pupil or any education institution to which the Pupil makes an application. Any reference supplied by us shall be confidential. The School will take care to ensure that all information that is supplied relating to the Pupil is accurate and any opinion given on the Pupil's ability, aptitude for certain courses and character is fair. However, the School cannot be held liable for any loss that the Parents or the Pupil is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by the School.
- 98 **Publicity:** The Parents consent to the School making use of information relating to the Pupil whilst he or she is at the School (including photographs and video recordings) and after the Pupil has left for the purposes of (i) promoting the School to prospective pupils, including through the School's prospectus (in whatever format or medium) and website, (ii) managing relationships between the School and current pupils, (iii) providing references and (iv) communicating with the body of former



pupils.

99 **Information:** The Parents undertake to (i) confirm (or update, if necessary), when requested, such information about the Parents and/or the Pupil that is held by the School and (ii) in any event, inform the School of any change to the Parents' or Pupil's circumstances (including, where applicable, in connection with an entitlement to enter and/or reside in the United Kingdom), or to information about the Parents or Pupil that has previously been notified to the School, including relevant contact details.

100 **Data protection:** The School will process personal data and sensitive personal data about the Parents and the Pupil in accordance with the Data Protection Act 1998 and the School's policy on data protection. The Parents consent to this processing by signing these Terms and Conditions.

M **Cancellation**

101 **Cancellation:** The School shall be entitled to cancel this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to the Parents if the Parents are in material breach of any of the obligations under this or any similar agreement with the School and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these Terms and Conditions). For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this agreement:

- failure to pay any Fees or supplemental charges on time;
- the Parents (as opposed to the Pupil) acting in such a way as to give the Head Master cause to expel your child under Clause 51;
- any other circumstance where the Pupil is expelled from the School in accordance with the terms of this agreement (including the School Rules and the School's policies and procedures as amended from time to time); and
- failure to provide or refusal to complete and submit to the School essential information such as a medical questionnaire in respect of a Pupil.

102 Either party may cancel this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in the Parent's case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

103 For the avoidance of doubt, this agreement shall end at the end of your child's schooling which may be at the end of Upper Five if your child does not meet any requirements imposed under Clause 58 for entry to the sixth form or ceases to be a Pupil of the School for any other reason.

N **Force Majeure:**

104 In this agreement "force majeure" shall mean any cause beyond a party's control (including, for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

105 In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give the Parents notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations



as are prevented or delayed during the continuance of the force majeure. The School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

- 106 Subject to Clause 106 above, if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the School shall notify the Parents of the steps it shall take to ensure performance of the agreement and the Parents shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying Fees in lieu.
- 107 In the event that the Pupil is unable to attend (or is likely not to be able to attend) the School due to reasons of his or her severe ill-health or physical impairment caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:
- 107.1 The Parents shall, in consultation and co-operation with the School, use all reasonable endeavours to:
- mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provision of education by the School, including for example participating remotely);
 - resume the performance of the obligations as soon as reasonably possible;
- 108.2 In circumstances where, following the efforts made and steps taken under Clause 108.1, the Pupil is not able to participate and benefit from any level of provision of education by the School then the Parents shall not be liable for non-performance of your obligations (including the obligation to pay Fees, pro-rated accordingly) during the continuance of the force majeure.
- 108.3 In the event of the force majeure continuing to prevent the Pupil from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months the Parents shall discuss with the School a solution by which this agreement may be performed and, following such discussions, the Parents shall be entitled to cancel the agreement on written notice and without giving a term's notice or paying a term's Fees in lieu.

O General Contractual Matters

- 108 **Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.
- 109 **Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of Parents and Pupils, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.
- 110 **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 and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the Acceptance Form as having been made to both or all such persons. Notices that the Parents are required to give under these Terms and Conditions must be addressed to the Head Master and sent to the School's address. Notice may be given electronically in writing by fax or email sent directly to the Head Master. If sent by first class post, notice shall be deemed to have been given on the second day after posting.
- 111 **Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and policies



and procedures, the disciplinary framework, and the length of School terms. The School reserves the right to make any and all such changes in pursuance of its charitable objectives

- 112 **Changes in ownership:** For the purposes of constitutional changes to the School 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. Where appropriate, we will inform and consult with Parents in relation to such changes.
- 113 **Variations:** The School reserves 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 give a term's notice to Parents of any modifications.
- 114 **Consultation:** It is not practicable to consult with Parents and Pupils over every change that may take place. Whenever practicable, however, Parents will be consulted and given at least a term's notice of a change of policy or a change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care.
- 115 **Representations:** Our prospectus, website and other promotional materials describe the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the prospectus, website and other promotional materials are not part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus, website, other promotional materials or a statement made by a member of staff or a Pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering this agreement.
- 116 **Third Party Rights:** Only the School and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.
- 117 **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
- 118 **Consumer Protection:** Care has been taken to use plain language in these Terms and Conditions. If any words alone or in combination are deemed to infringe the Unfair Terms in Consumer Contract Regulations 1999 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
- 119 **Jurisdiction:** This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales..

NORWICH SCHOOL IS A REGISTERED CHARITY number 311280 and is a COMPANY LIMITED BY GUARANTEE registered in England with company number 2940688 and whose REGISTERED OFFICE is at 71a The Close, Norwich, Norfolk, NR1 4DD.