



HOLMWOOD HOUSE  
SCHOOL

# TERMS AND CONDITIONS

## 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;

"the Complaints Procedure" is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. A copy of the procedure is available from the School at any time upon written request;

"deposit" means the sum set out in the Schedule of Fees;

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

"Head" means the person appointed by the Directors 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;

"Schedule of Fees" means the published note of the School's prevailing fees;

"School Rules" means the procedures and expectations of the School as contained in various literature, policies, aims and information booklets, copies of which are available on the website or are sent to parents as part of a welcome pack when joining the school. A list entitled 'school rules' as such does not exist. However, those 'rules' may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School;

"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;

"we" or the "School" means the legal entity carrying on as the School, which includes the Nursery, as identified in Clause 1(b) below, or its duly authorised representative, as the context requires; and

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or a person who with the School's written consent replaces a person who has signed the Acceptance Form. Use of the word "including" shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

"communication" is understood to cover written and emailed correspondence where the appropriate postal address (Holmwood House School, Chitts Hill, Colchester, Essex, CO3 9ST or Holmwood House Nursery, 151 Coach Road, Great Horkesley, Essex, CO6 4DX) and email addresses (headmaster@holmwood.house or nurserymanager@holmwood.house) are used as well as outgoing correspondence via the school's electronic mailing system via iSams.

(b) The Acceptance Form, the Schedule of Fees, the School Rules, the Complaints Procedure and these terms and conditions form the terms of a contract between you and Holmwood House School Ltd. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

## 2. ACCEPTANCE AND DEPOSIT

(a) An offer of a place for your child at the School is accepted by submitting the duly completed Acceptance Form and paying the deposit.

(b) The deposit is not refundable if your child does not take up a place at the School or Nursery. The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving. You should be aware that in the event of a late withdrawal it is very unlikely that the School would be able to find a replacement.

(c) If you wish to withdraw your acceptance of a school place after submitting the Acceptance Form and paying the deposit but before your child starts at the School you shall give written notice to that effect by the first day of the term immediately preceding the term in which your child was due to start. If such notice is received by the School by that time the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. Subject to the remainder of this Clause. If you wish to withdraw your acceptance of a nursery place after submitting the Acceptance Form and paying the deposit but before your child starts at the nursery setting you shall give written notice to that effect by the eighth week immediately preceding the date your child was due to start. If such notice is received by the School by that time the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. Subject to the remainder of this Clause. 2(c), 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 was 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, such fees shall be reduced to take account of any scholarship or bursary awarded to you.

### 3. SCHOOL FEES

- (a) All the costs incurred in the usual course of the tuition by the School of a child shall be met by the fees unless otherwise notified by the School and will be subject to VAT
- (i) All costs incurred in the provision of care for children of below compulsory school age are exempt from VAT
  - (ii) Any charges for boarding and associated items will be subject to VAT
  - (iii) Necessary educational material for the direct use and consumption of pupils are identified and charged as a separate item exempt from VAT
  - (iv) Lunch is a separate supply and exempt from VAT; in the event a pupil brings an externally sourced lunch to school an administration fee of £200 per term will be charged, this will be subject to VAT and the relevant school policies. Where the school policies are not followed the school reserves the right to charge a daily fee of £8 for the ad hoc provision of an appropriate meal.
  - (v) Where before or after school care and supervision, and holiday care is charged as a separate item it is exempt from VAT, the elements of care and supervision incorporated into the standard school day are subject to VAT
  - (vi) Any private music lessons charged for by a peripatetic teacher, use of the School bus service or trips and visits in which you agree your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly, and are exempt from VAT.
  - (vii) All public examination charges will be charged separately and are exempt from VAT
  - (viii) Any clubs run by an external provider will be charged separately and will be subject to VAT
  - (ix) The cost of provision for special educational needs of your child shall be charged as supplemental to the fees, where these are provided by a third party through an agency agreement or paid directly to the provider this will be exempt from VAT. Where the charge is related to a service provided directly by the school this will be subject to VAT.
- (b) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, 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 they have obtained the prior written consent of both the School and the remaining parent. If your child has been awarded a scholarship/bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If, within 14 days following the withdrawal of a scholarship or bursary, a child is withdrawn from the School, no fees in lieu of notice will be payable. (d) Each term's fees accrue separately and the fees payable in respect of each term fall due on the first day of that term and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School has agreed shall pay the fees under paragraph (c) above). The fees must be paid in full either by cheque or by direct bank transfer by the first day of the term to which the invoice relates.
- The School may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If the School so agrees in relation to any term's fees, 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 is to be paid by direct debit in not more than four 4 instalments for each term. The School shall issue a separate invoice and 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.
- (c) Any and all supplemental charges for extra-curricular activities for each term (and for other charges that were agreed during the previous term) will be invoiced separately and such invoice shall be sent to you before the start of the next term. All such supplemental charges must be paid in full either by cheque or direct bank transfer by the first day of the then forthcoming term.
- (d) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees remain unpaid or there is a persistent default in relation to the payment of supplemental charges. We may make an interest charge of 2 per cent per month or part thereof above the base rate for the time being of the School's bank on late payment. Unless otherwise notified to you 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. You must pay the School the interest together with the overdue amount. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.
- (e) The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will be sent to you prior to the start of the term before the increase is to take effect.
- (f) 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 your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.

## 4. NOTICE REQUIREMENTS

(a) If you wish to withdraw your child from the School (other than at the normal leaving date), you shall either give a term's notice (8 week's notice for nursery places) to that effect or shall pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.

(b) In cases under (a) above, 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.

(c) The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

## 5. SCHOOL RULES

(a) It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.

(b) The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.

(c) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.

## 6. DISCIPLINARY PROCEDURES

(a) The Head may in his discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if he considers that your child's behaviour (including behaviour outside school) is unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children. (b) The Head may in his discretion require you to remove or may suspend or, in serious or persistent cases, expel your child if the behaviour of you or either of you is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School 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 due (whether paid or payable) and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.

(d) Examples of offences likely to be punishable by suspension or expulsion include swearing or overt rudeness especially to an adult, offensive or unreasonable behaviour, bullying, damage to property. These examples are not exhaustive, and in particular the Head 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.

(e) The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 6. The review of serious disciplinary matters is governed by the Complaints Procedure.

## 7. THE SCHOOL'S OBLIGATIONS

(a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her preparatory schooling.

(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. The School shall adhere to and comply with the *National Minimum Standards for Boarding Schools* (applicable from time to time) published under the Children Act 1989 (as amended or superseded).

(c) In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child 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 your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

(d) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).

(e) Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises), and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. We will give parents notice of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.

(f) We shall monitor your child's progress at the 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 conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.

(g) Religious observance at the School shall be conducted in accordance with the School Rules.

## 8. THE PARENTS' OBLIGATIONS

(a) In order to fulfil our obligations, we need your co-operation, including in particular by: fulfilling your own 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 School staff; providing cooperation and assistance to the School to ensure (so far as reasonable and in appropriate and/or necessary circumstances) that your child can participate and benefit from the School's provision of education to your child in accordance with the terms of this agreement, including where the School wishes to provide such education remotely; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.

(b) It is a condition of your child's 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 has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. In such circumstances we shall endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

(c) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.

(d) The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons.

(e) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.

(f) We cannot accept any responsibility for the welfare of your child while off the School premises unless s/he is taking part in a school activity or otherwise under the supervision of a member of the School staff.

(g) 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 or for the payment of fees due to absence of your child or closure of the School premises. 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. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any 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 (including photographs and video recordings) and after he or she 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.

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

(d) The School will process personal data about you and your child in accordance with the General Data Protection Regulation (GDPR) and the School's *Data Protection Policy* which is available on the School's website.

## 11. INTELLECTUAL PROPERTY RIGHTS

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

## 12. CHANGES IN OWNERSHIP ETC

For the purposes of constitutional changes to the School or amalgamation we reserve 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 all parents in relation to such changes.

## 13. CANCELLATION

(a) 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 you if you are in material breach of any of your 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: (i) failure to pay any fees or supplemental charges on time on more than two occasions; (ii) you (as opposed to your child) acting in such a way as to give the Head cause to expel your child under Clause 6(b) of this agreement; (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this agreement (including the School Rules); and (iv) failure or refusal to complete and submit to the School a medical questionnaire in respect

of your child.

(b) Either party may cancel this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your 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.

(c) For the avoidance of doubt, this agreement shall end at the end of your child's schooling.

## **14. FORCE MAJEURE (I.E. CIRCUMSTANCES BEYOND OUR CONTROL)**

14.1 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).

14.2 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 you 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).

14.3 Subject to Clause 14.2, 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 you of the steps it shall take to ensure performance of the agreement and you 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.

14.4 Subject to Clause 3(g), in the event that your child 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:

(a) you shall, in consultation and cooperation with the School, use all reasonable endeavours to: (i) 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); and

(ii) resume the performance of the obligations as soon as reasonably possible;

(b) in circumstances where, following the efforts made and steps taken under Clause 14.4(a), your child is not able to participate and benefit from any level of provision of education by the School then you 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; and

(c) in the event of the force majeure continuing to prevent your child 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 you shall discuss with the School a solution by which this agreement may be performed and, following such discussions, you 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.

## **15. 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 you are required to give 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 posting.

## **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 contract 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 change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

