

TERMS & CONDITIONS

It is essential for Parents to read these Conditions prior to returning the Acceptance Form so that you are fully aware of their contents.

1. **Registration**

A registration fee of £125 is payable on submission of a registration form. That registration fee is non-refundable.

2. **Acceptance**

2.1 The offer of a place at the School will normally be set out by the School in writing to the Parent. The offer will be accompanied by a prescribed Acceptance Form which is returned to the School duly signed by the Parents.

2.2 The offer is made on the basis of these Terms and Conditions which may be varied from time to time. Should the need arise to vary the Terms and Conditions, the School will endeavour to give as much notice as possible of the variation and will give at least one term's notice in the event of any major change.

2.3 The return of the Acceptance Form together with the payment of the deposit cheque will signify the Parents' acceptance of the offer and the Terms and Conditions. This Agreement will thereafter continue until terminated in accordance with these Terms and Conditions.

3. **School Rules and Discipline**

The Parents and the Pupil will comply with all rules, regulations and customs concerning the School. The Head is responsible for the day to day running of and discipline at the School which includes the right to suspend or exclude a Pupil whether temporarily or permanently.

4. **Deposits**

4.1 A deposit, which is held until a Pupil leaves the School and which will be notified to you at the time the Acceptance Form is sent out but shall be not more than 10% of a term's fees, is payable by the Parents on the first term's account when the Acceptance Form is returned to the School. The School reserves the right to apply any deposit paid to any unpaid account of the Pupil at the School or to any unpaid account of any brother or sister of the Pupil at the School. Any balance due from the deposit will be refunded to the Parents on the Pupil leaving the School.

4.2 All parents of pupils from Overseas will be requested to pay a deposit, which is held until a Pupil leaves the School and which will be notified at the time the Acceptance Form is sent out and will be equivalent to one Term's Tuition Fees, is payable on the first term's account when the Acceptance Form is returned to the School. This is instead of the deposit referred to in 4.1 above. The School reserves the right to apply any deposit to any unpaid account of the Pupil at the School or to any unpaid account of any brother or sister of the Pupil at the School. Any balance due from the deposit will be refunded to the Parents on the Pupil leaving the School.

4.3 In addition, a £50 deposit, which is held until a Pupil leaves the School is payable by the parents of all boarding pupils. The School reserves the right to apply any such deposit paid to pay for any breakage and/or damage caused by the Pupil. If the cost exceeds £50 then the School will charge the excess to the parents of the pupil. Any balance due from the deposit will be refunded to the Parents on the Pupil leaving the School.

5. **School Fees**

5.1 Any extra-curricular activities such as private music lessons, school organised clubs and trips in which you agree your Child may participate in shall be deemed to be supplemental to items met by the Fees and charged for accordingly. In addition to this, charges incurred by the School in providing for special educational needs and exam fees shall be charged as supplemental to the Fees.

5.2 Each person who has signed the Registration Form is liable for the whole of Fees due and any supplemental charges, unless the School has agreed in writing to look exclusively to any other person for payment of the Fees or any part of them.

5.3 A late payment charge of £125 will be incurred if payment has not been received by the due date.

5.4 Each termly fee invoice must be paid by the following dates: Autumn Term - 31st August; Spring Term - 31st December; Summer Term - 30th April. If payments are not received on time, a late fee charge of £125 per week may be applied.

5.5 We reserve the right to refuse to allow your Child to attend the School or to withhold any references while Fees or supplemental charges remain unpaid. An interest charge of 3% above the Bank of England base rate will be incurred on any late payment (this is in addition to the late fee charge of £125 as detailed in Section 5.5). You consent to our informing any other school or educational establishment to which you propose to send your Child of any outstanding Fees owed to the School. You also consent (if necessary) to permit the Credit Control Department of Alpha Schools to carry out a search (at any time) with a credit reference agency, keep a record of that search and may share that information with other businesses. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid Fees or supplemental charges from you (including reasonable legal costs).

5.6 Fees will be reviewed annually (immediately if UK legislation changes) and may be increased by such amount as the School considers reasonable.

5.7 Fees and any supplemental charges will not be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations, no reduction of Fees will be made in respect of such periods spent at home.

6. **Cancellation and Termination Provisions**

6.1 A whole term's notice must be given in writing to the Head, and an acknowledged receipt, before the first day of any term by the Parent or Guardian responsible for the attendance of the Pupil that the Pupil will not be attending.

6.2 Should the pupil be withdrawn from the School without the required notice having been given, a whole term's fees in lieu of notice will become due and payable as a debt due to the School. The School will not be required to mitigate its loss or give credit for any mitigation or for the fact that the place is subsequently filled. For the avoidance of doubt, the debt due to the School shall be the Fees for the term in question but shall exclude "extras" for that term.

7. **Absence**

7.1 Should a Pupil be absent for the whole of a term or for part of a term through illness or otherwise, the term's Fees will be payable in full for that term.

7.2 If the School is required to close because of an emergency, the term will not be extended nor will any part of the Fee be repayable.

7.3 Parents/guardians are advised to insure against a child's absence or the School's temporary closure.

8. **Exclusion and Supervision of Pupil**

The Head has the right to request parents to remove a Pupil either temporarily or permanently from the School where, in the opinion of the Head, such removal is in the interests of the Pupil or the School without prejudice to the generality of the foregoing, any serious breach of discipline by the Pupil will constitute grounds for removal. In such an event, there shall be no refund of Fees in respect of the balance of the term during which the request is made but Parents will not be liable to pay the one term's fees in lieu of notice.

9. **Pupil's Possessions**

The School accepts no liability for a Pupil's possessions while at the School and Parents/guardians are advised to arrange insurance cover accordingly.

10. **Medical Matters**

10.2 Parents/guardians must keep the School informed of any medical condition or disease or illness from which a Pupil suffers.

10.3 While a Pupil at the School, the Head stands in loco parentis in medical matters. The Head will, if reasonably possible, consult with Parents/guardians regarding any medical treatment but has the authority to give valid consent to any treatment but has the authority to give valid consent to any treatment recommended by a medical practitioner for the well being and safety of the Pupils.

11. **Miscellaneous**

11.1 Parents/guardians must keep the Head fully informed by any Court Order, formal agreement or extraordinary precautions relating to or required for the Pupil regulating parental responsibility, residence, contact, responsibility for the School Fees or the protection of the Pupil.

11.2 If a parent is not resident within the UK or is absent from the UK for more than 48 hours during term time or is likely to be absent for such period, the Head must be notified in writing of the name and address and telephone number of a guardian resident in the United Kingdom during the period of absence or likely absence.

12. **Jurisdiction**

This contract was made at the School and is governed exclusively by English Law.

13. **Variations**

We reserve the right to make reasonable modifications to these Terms and Conditions from time to time. Our Terms and Conditions are also published on our website.

Interpretation

In these Terms and Conditions, unless the context otherwise requires:

'Deposit' means the sum payable by or on behalf of the Parent when the Acceptance Form is returned to the School.

'Due Date' means the first day of term.

'Extras' means any item reasonable incurred by the Pupil or by the School on behalf of the Pupil for which purpose the Pupil will be deemed to be the agent of the Parent.

'Fee' and 'Fees' includes all the costs incurred in the usual course of the education of your child, including tuition fees, supervision (where applicable and including boarding supervision), any necessary educational materials (including licenses and subscriptions), transport levy, food costs, swimming, voluntary building funds and assessment charges.

'Head' means the Head of the School or anyone to whom any of the Head's duties, obligations and functions has been delegated.

'Parent' or 'you' means any one or more Parent and/or guardian of the Pupil jointly and severally.

'Child' or 'Pupil' means a child of whatever age admitted to the School to be educated.

'School' or 'we' means the legal entity carrying on as the School or its duly authorised representative, as the context requires.