



STOVER SCHOOL

Terms and Conditions

SENIOR AND PREPARATORY SCHOOL



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Terms and Conditions

DEFINITIONS

(a) In these terms and conditions

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

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

“the Complaints Procedure” is the School’s procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time, a current copy of which is available on request from the School;

“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;

“Executive Head Teacher “ 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;

“Behaviour Policy” and “School Standards” means the Behaviour Policy and the School Standards for the Senior School or the Preparatory School, as appropriate, copies of the current versions of which are available from the School and provided to each child on entry, as those standards 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. Parents will be given notice of such amendments;

“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 as identified in Clause 1(b) below, or its duly authorised representative, as the context requires;

“you” or the “parents” means each person who has signed the Acceptance Form as parent or guardian of a child or a person who with the School’s written consent has subsequently replaced a person who has signed the Acceptance Form.

(b) The Acceptance Form, the Schedule of Fees, the appropriate Behaviour Policy and School Standards, the Complaints Procedure and these terms and conditions constitute the terms of a contract between you and Stover School Association and constitute the entire agreement between the parties. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

OFFER, ACCEPTANCE AND DEPOSIT

a) The admission of a child to the school is at the discretion of the Executive Head Teacher or her appointee. The offer of a place will normally be made having regard to the child's performance at former schools (if any) and/or tests (written or oral) administered at the school or on the school's behalf. Such decision is final and the school shall be under no obligation to give reasons for non-admittance. The school does not take into account race, gender, creed or area of residence when considering the offer of a place

b) An offer of a place for your child at the School is accepted by your completing the Acceptance Form and paying the deposit.

c) The deposit is not refundable if your child does not take up a place at the School. It will form part of the general funds of the School until it is credited back without interest to the pupil's fee account, when all payments due to the school have cleared the school's or third party's bank account.

d) If you wish to withdraw your acceptance of a 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 prior to 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 (c) above but no further fees will be payable. If such notice is received on or after that date, a term's fees (charged at the rate applicable for the term immediately preceding the term when your child was due to start) shall be payable and shall become due and owing to the School as a debt.

SCHOOL FEES

(a) All costs incurred in the usual course of education by the School of your child, as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.

(b) Any extra-curricular activities such as trips and visits in which you agree in advance your child 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 extra charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.

(c) 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 shall remain jointly and severally liable to the School for the whole of the fees and supplemental charges due, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

(d) Where two persons 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 person.

(e) If your child shall have been awarded a scholarship or bursary, your liability shall be for the amount of fees due after taking account of that award. An award may be withdrawn with immediate effect if fees remain unpaid from a previous term or if, in

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the opinion of the Executive Head Teacher, your child's attendance, progress or behaviour no longer merits its continuation 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 to the Executive Head Teacher that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If within fourteen 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, save that any fees due and owing shall remain due and owing and there shall be no refund or remission of fees already paid.

(f) Annual fees and supplemental charges for insurances, lunches, bus reservations and (for foreign pupils) EAL and pocket money, are invoiced in three equal instalments in advance of each term, on or about 31st August, 31st December and 30th April. Each invoice must be paid in full before the first day of the term following the invoice unless written agreement is in place with the Director of Finance specifying alternative terms of payment – such alternative payments not varying the school's right to payment as described above. Other supplemental charges are invoiced in arrears and must be paid in full before the first day of the term following the supplemental charges being invoiced. Parents may pay fees on a monthly basis through a licenced credit provider, details of which may be obtained from the Finance office.

(g) The School reserves the right to refuse to allow your child to attend the School or to withhold any references while fees or supplemental charges remain unpaid or there is a persistent default in relation to supplemental charges. We may make an

administrative charge of up to £100 for each month during which further correspondence becomes necessary due to unreasonable arrears in fees. Following a pupil's exclusion because of unpaid school fees, after a further 28 days when fees remain unpaid, a term's fees in lieu of notice will then be due in addition to the outstanding fees.

(h) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. You will receive one full term's notice of any such increase in the fees.

(i) 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.

NOTICE REQUIREMENTS

(a) If you wish to withdraw your child from the School other than at the normal leaving date you shall either give one full term's notice to that effect or shall pay to the School one full 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. In cases where due notice is not given the appropriate sum in lieu of notice will be invoiced and the sum invoiced will become due and owing as a debt from the date of the invoice.

(b) If you wish to change your child's place at the School from a boarding place to a day place [or from a termly boarding to a weekly boarding place], you shall either give a full

term's notice to that effect or shall pay to the School the difference between the boarding fee and the day [or weekly boarding] fee in lieu of notice, at such rates as would have been charged for the final term of boarding provision if a term's notice had been given. In cases where due notice is not given the appropriate sum in lieu of notice will become due and owing to the School on the first day of term on which the transfer from boarding to day [or weekly boarding] takes effect.

(c) If you wish to withdraw your child's reservation on one of the school's daily bus services or from an activity charged for as supplemental, you shall either give a half term's notice to that effect or shall pay to the School a half term's charges for the activity in which your child ceases to participate. The School reserves the right to terminate a bus route, giving one term's notice.

(d) 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.

(e) You are not entitled to give provisional notice of an intention to withdraw your child. The Executive Head Teacher may, at her discretion, accept provisional notice on such terms as she may determine.

BEHAVIOUR POLICY AND SCHOOL STANDARDS

(a) It is a condition of remaining at the School that your child complies with the appropriate Behaviour Policy and School Standards 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 Standards of appearance, dress and behaviour as shall be set out in the School Standards and issued by the School from time to time.

(b) The School reserves the right to search your child or his or her belongings where such a search is reasonably required in the interests of good School discipline or there is good reason to believe that he/she may be in possession of illegal substances or stolen goods.

(c) The Executive Head Teacher may require your child to submit to clinical testing for illegal substances in accordance with the School's policy regarding Drugs and Substance Abuse, which is available on request from the School.

(d) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use.

DISCIPLINARY PROCEDURES

a) The Executive Head Teacher may in her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if she considers that your child's attendance, progress or behaviour (including behaviour outside School) is unsatisfactory and in the reasonable opinion of the Executive Head Teacher the removal or suspension or expulsion is in the School's best interests or those of your child or other children.

(b) The Executive Head Teacher may in her discretion require you to remove or may

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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 Executive Head Teacher, 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 Executive Head Teacher exercise her rights under sub-clause 6(a) to 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges paid or due and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable.

(d) The Behaviour Policies and School Standards set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Executive Head Teacher 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 circumstances when taking decisions under this Clause 6 and in accordance with the School's policy for Expulsion, Removal and Review, a copy of which is available on request from the School. The review of serious disciplinary matters is also governed by the Complaints Procedure.

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 schooling

subject to his or her satisfactory completion of each Key Stage of education and public examinations. The School shall not be obliged to permit your child to transfer from one Key Stage to another unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. In particular the School may make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations.

(b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.

(c) In accordance with the law, we will not to 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, any 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. The school endeavours to ensure the health and safety of all pupils, but pupils participate in school games and matches at their own risk and must abide by and observe all Behaviour Policies and School Standards and the direction of staff at all times.

(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 (including anaesthetic or operation) recommended by a doctor.

(e) The School's prospectus and web-site describe the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, nothing contained in the prospectus or web-site shall form any agreement between the School and parents and parents confirm that they have not relied solely on their content in their application for a place at the School. From time to time it may be necessary to make changes to any aspect of the School, including the curriculum, 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 or web-site, as it may be that recent changes are not reflected in the current versions. 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) Publications produced by the School from time to time may contain photographs or digital images of pupils. Unless you inform the Executive Head Teacher in writing to the contrary, the School will assume that you consent to such photographs or images being published in so far as your own child is concerned, such publication being in

accordance with the School's Media Policy, a copy of which is available upon request from the School.

(g) 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 any 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 Executive Head Teacher the School cannot provide adequately for your child's special educational needs.

(h) Religious observance at the School shall be conducted in accordance with the School's Mission Statement, a copy of which is available from the Executive Head Teacher.

THE PARENTS' OBLIGATIONS

(a) In order to fulfil our obligations, we need your co-operation, 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; 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

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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 or her to return to the School until such time as the health risk has been averted. You also undertake to inform the School of any other situations where your child requires special arrangements.

(d) Unless lawfully notified otherwise, the School shall be 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 each such person. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to each of them.

(e) Except in an emergency situation, the Executive Head Teacher must be informed in good time and 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) The School cannot accept any responsibility for the welfare of your child while off the School premises unless he or she 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. In particular, you must notify the Executive Head Teacher in writing of any complaint/claim against the School before any failure by you to pay fees which are due to the School, to allow the School time to investigate/address the situation, or else any failure to pay will be treated as a debt in accordance with the provisions of these terms and conditions.

INSURANCE

There is the option for your child to be included within the school's personal accident, fees refund remission and personal effects insurance schemes.

To be included, we would need express consent from the child's parent/legal guardian in advance of the first day of the start of the new academic term.

The policy is administered termly, and should you opt-in to this insurance, the relevant premium would be applied to the termly invoice.

Details are available from the Finance Office at School

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 and after he or she has left for the purposes of communicating and managing relationships with pupils and former pupils of the School.

(c) You consent to us providing your contact details to the database of the Friends of Stover organisation. (Please delete if you do not consent).

INTELLECTUAL PROPERTY RIGHTS

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

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.

TERMINATION

a) The School shall be entitled to terminate this agreement forthwith by notice in writing

without prejudice to its other remedies and without any obligation to return any deposit or fees paid if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within fourteen 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).

(b) Either party may terminate 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 terminate at the end of your child's schooling at the School.

FORCE MAJEURE

(a) In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act 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).

(b) 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

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rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented or delayed by the force majeure while it continues. The School shall use its best endeavours during the continuance of the force majeure to provide educational services.

(c) If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify you of the steps it shall take to ensure performance of this agreement.

(d) In the event of a force majeure which affects your ability to perform any of your obligations under this agreement, you shall give the School notice in writing of the force majeure. You shall not be liable for non-performance of such obligations during the continuance of the force majeure but in the event of the force majeure continuing for more than four months, you shall discuss with the School a solution by which this agreement may be performed.

COMMUNICATION

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Executive Head Teacher 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.

INTERPRETATION

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

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.

VARIATIONS

The School reserves the right to change or vary these terms and conditions from time to time for legal, safety or other substantive reasons in order to assist the proper delivery of education at the School.



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