

TERMS & CONDITIONS



Beech Hall School

Acceptance Form

Child's full name:	Date of Birth:
Name generally used:	Date of Entry:

IMPORTANT

Before signing this Acceptance Form please read the terms and conditions.

We hereby accept the offer of a place for the above named child on the terms of the letter containing that Offer. We enclose a cheque / have arranged a direct bank transfer for £750 as a deposit.

BACS Details: Account Name: Beech Hall School, Account No: 23788989 Sort Code: 20-12-26

By signing this acceptance form we confirm that:

- (a) all holders of parental responsibility for the above-named child have signed this Acceptance Form and that no one else holds parental responsibility for him or her;
- (b) we, as holders of parental responsibility for the above named child, live together / separately at the address(es) shown below and we agree to notify the School immediately of any change of address or our family circumstances;
- (c) if applicable, we are not (either jointly or individually) in arrears on the payment of any fees or charges owing to our child's current (or previous) school or educational establishment;
- (d) unless otherwise notified to the School in writing before signing this Acceptance Form:
 - i. there are no court orders in place in respect of the care or living arrangements of our child or the payment of fees for his/her education; and
 - ii. any information or circumstances about or relating to us and/or our child that has previously been notified to the School (including on the School's online Admissions Form or otherwise as part of the School's registration and admissions process) is and remains complete and accurate as at the date when we sign this Acceptance Form.

Signed by: (signature) (print name) (date) (relationship to child)	Signed by: (signature) (print name) (date) (relationship to child)
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<input type="checkbox"/> <i>Tick here to confirm this signatory has parental responsibility for the child</i> (address)	<input type="checkbox"/> <i>Tick here to confirm this signatory has parental responsibility for the child.</i> (address)
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PLEASE NOTE:

Each person with parental responsibility for the child is required to sign this Acceptance Form. The School is entitled to treat any instruction, authority, request or prohibition received from one signatory as having been given on behalf of all signatories and therefore on behalf of all those with parental responsibility for the child.

An exception to this is with regard to a notice of withdrawal of the child from the School – such notice must be signed by all those with parental responsibility for the child.



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1. Definitions

In these terms and conditions

"Admission Form" means the form provided by the School which parents complete when accepting an offer of a place for their child at the School;

"Appeal Panel" means a panel made up of the Blenheim School Group Ltd;

"child" means a child of whatever age admitted by the School to be educated;

"deposit" means the sum as described in the Schedule of Fees as amended from time to time;

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

"Headmaster" means the person appointed by the Blenheim Schools Group Ltd to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"normal leaving date" means the end of the academic year in which the child ends their Junior School (Year 6), Senior School (Year 11) or Sixth Form (Year 13);

"term" means a term of the School as notified to parents from time to time;

"a term's notice" means notice given in writing not later than the end of the last week of the term preceding the final term of the child's attendance;

"terms and conditions" means these terms and conditions as amended from time to time;

"we" or the "School" means Beech Hall School Ltd;

Who we are. We are Blenheim Schools Group Ltd, a company registered in England & Wales. Our company registration number is 16134999 and our registered office is at Atria, Spa Road, Bolton, BL1 4AG

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or who with the School's written consent has

subsequently assumed parental responsibility under this agreement for such child.

2. Introduction

The Admission Form, the Schedule of Fees, and these terms and conditions constitute an agreement between you and Beech Hall School. It is not intended that the terms of the agreement shall be enforceable by your child or by any other third party.

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These terms and conditions deal with such matters as admission and entry to the school, education and pastoral care, fees, medical matters and important provisions about notice. They are intended to form the basis of a good working relationship between home and school.

3. Entrance to the School

Children wishing to join the school will be considered as candidates for entrance on receipt of a admission form. Admission will be subject to availability of a place and the child satisfying the admission criteria at the time.

The offer of a place by the School will only be made in writing. An informal discussion is not to be regarded as an offer. Acceptance of an offer is only on receipt by the School of a completed Admission Form accompanied by payment of a deposit.

The deposit is non-refundable but will be repaid, without interest, after the pupil has left and all outstanding fees have been settled. If the deposit refund is not claimed within 12 months of the pupil leaving, it will be deemed to be donated to the school.

Until returned, the deposit will form part of the general funds of the School.

4. School Fees

- (a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and examination fees shall be met by the fees unless otherwise notified by the School.
- (b) Extra costs, examples of which include private music lessons, trips and visits shall be deemed to be supplemental to items met by the fees and charged for accordingly.
- (c) Each person who has signed the Admission Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Admission Form remain 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) Each invoice including supplemental charges, must be paid either in full before the end of the first week of the term following the delivery of the invoice or, if fees are paid by direct debit, in monthly instalments (each instalment being due on the first day of each month).
- (e) We reserve the right to refuse to allow your child to attend the School and/or to withhold any references while fees or supplemental charges remain unpaid.



We may make an interest charge of eight per cent (8%) above the base rate for the time being of the School's bank in the event of late payment. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.

- (f) We can recover our costs for recovering late or non-payments. 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, ie costs that would be allowable by the courts if judgment was made in the School's favour)
- (g) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due and in any event shall give you notice of any such increase not later than the final day of the preceding term.
- (h) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. If 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 any periods spent at home.
- (i) Applicable taxes. All of the fees and supplemental charges are exclusive of any taxes, which will be added where applicable.

5. Notice Requirements

If you wish to:

- (i) withdraw your acceptance of an offer of a place; (or)
- (ii) withdraw your child from the School; (or)
- (iii) withdraw your child from an activity charged for as supplemental

You shall either give a full term's notice 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. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

- (a) You acknowledge that the School's affairs are organised on a termly basis and that it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.
- (b) Notice must be in writing, addressed to the Headmaster



6. Disciplinary Procedures

- (a) The Headmaster may in his discretion require you to remove or may suspend or exclude your child from the School if he/she considers that your child's attendance, or behaviour is seriously unsatisfactory and in the reasonable opinion of the Headmaster the removal is in the School's best interests or those of your child or other children. In such cases, the Headmaster will ensure procedural fairness and parental consultation.
- (b) The Headmaster may in his discretion require you to remove or may suspend or exclude your child if the behaviour of you, or either of you, is in the opinion of the Headmaster 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 Headmaster exercise his right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges paid or due and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable.
- (d) Should the Headmaster exercise his right under sub-clause 6(a) or 6(b) above, parents will have the right of appeal to the School's Appeal Panel.
- (e) 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 his joining the School until the normal leaving date.
- (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) We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. 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 that 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, in case we are unable to contact you, you hereby authorise us to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- (e) Although our prospectus and website describe the broad principles on which the School is presently run and are believed to be correct at the time of printing they do not form part of the agreement between you and the School. We reserve the right to make changes to any aspects of the School, including the curriculum. We will give parents a term's notice of significant changes in the curriculum.
- (f) We shall monitor your child's progress at the School and produce written reports on a half termly basis. We shall advise you if we have any concern about your child's progress. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Headmaster, and after full consultation, the School cannot provide adequately for your child's special educational needs.

8. 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 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.
- (c) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (d) The School will be entitled (unless notified otherwise) to treat any communication 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 communications from the School to any such person as having been made to each of them
- (e) All pupils are accepted on the basis of regular attendance. It is in their interests that they should not be absent except in cases of emergency. If you wish your



child to be absent on any occasion, the Headmaster's consent must be obtained previously, and a note should be sent explaining the exact reason for the absence. Similarly, an explanatory note should be sent when it has not been possible to obtain the Headmaster's consent or when the child is absent because of ill health.

- (f) On a day exclusively set apart for religious observance by a religious body to which the pupil's parents belong, authorisation for the absence will be automatically given prior to the event. Parents should inform the School in writing of the dates in question
- (g) Holidays taken within the school term will rarely, if ever, be authorised. This absence will be recorded as an unauthorised absence and maybe reported to the relevant authorities.
- (h) We cannot accept any responsibility for the welfare of your child while off the School premises unless they are taking part in a school activity or otherwise under the supervision of a member of the School staff
- (i) 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, via the form teacher or, in more serious cases, via a member of the School's management team or the Headmaster

9. Insurance

You must make your own insurance arrangements if you require cover for your child's person or property while at School. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.

10. Confidentiality and References

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 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.

11. 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 Admission Form. Communications (including notices) will be sent by the School to your address shown in its records.

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Notices that you are required to give under these terms and conditions must be addressed to the Headmaster 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.

12. Changes in Ownership

The circumstances in which we may transfer this contract to someone else.
We may transfer our rights and obligations under this contract to another person or organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

13. Ending this contract

Our rights to end the contract. In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 6, the school may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees if:

- (i) you do not make a payment to us when it is due and you still do not make a payment within fourteen (14) days of us reminding you that such a payment is due;
- (ii) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child that is relevant to the provision of education by the School to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding information on your part) that your child is legally entitled to enter and study in the UK when in fact your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);

14. Interpretation

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

15. Jurisdiction and Governing Law

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

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16. Variations

We reserve the right to make reasonable modifications to these terms and conditions from time to time. The School will endeavour to give as much notice as possible of any such modifications.

