

STANDARD TERMS AND CONDITIONS OF PORT REGIS

1. Introduction

The School relies on common sense and individual responsibility to achieve the best results for its pupils and regards it as important that contractual terms between the School and Parents are simply stated and capable of change if that is required. Although change will normally be for the better administration of the School or for the benefit of the pupils as a whole or as a result of changes in legislation, and may include changes to the School curriculum, the dates of School terms and the way in which the School is run, the School reserves the right to make any reasonable alterations to these contract terms at any time at its discretion. Any significant changes to these contract terms will usually be notified to the Parents as soon as practicable. If any change should cause difficulty to the Parents or the pupil the Headmaster would welcome the opportunity to discuss that difficulty with the Parents. Similarly, in the event of Parents becoming concerned with regard to the care or safety of a child, they should inform the Headmaster of their concern without delay, so that appropriate measures can be taken.

2. Our Aims

The School is committed to high standards of teaching and care and aims to strike a balance between academic and practical work; moral, spiritual and physical education, and the pursuit of leisure activities. Parental contact is welcomed and parents are expected to give their support and encouragement to these aims and to uphold and promote the good name of the School, to continue their child's general education at home, to encourage their child to maintain appropriate standards of honesty, discipline, diligence, punctuality, behaviour and tidiness and, wherever possible, to seek the Headmaster's prior consent in writing for their child's absence from school. The School is an environment in which pupils are encouraged to participate in work and extra-curricular activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.

3. The Fees List and the Prospectus

The Fees List, as varied from time to time, forms part of the contract between the Parents and the School. The School's Prospectus describes the School's aims, objectives and ethos. It is intended to give an outline of the general principles of the School. It is not part of the contract between the Parents and the School.

4. The Authority of the School and the Parents' obligations

- i. The Headmaster of the School will be *in loco parentis* whilst the pupil is under the School's care. The Parents agree that the Headmaster may take such measures as he reasonably believes are required in order to maintain discipline, obtain compliance with School rules and ensure the safety and well-being of the pupil and other pupils.
- ii. The School will use no form of corporal punishment. Parents give consent to such physical contact as may be lawful, appropriate and proper for teaching and for providing comfort to a pupil in distress or to maintain safety and good order or in connection with the pupil's health.
- iii. The School will act on the presumption that the Parents, as defined in paragraph 15 below, have full contact rights and parental responsibility for the pupil save on the production by a Parent of a relevant court order to the contrary.
- iv. The School retains the right to close the School either temporarily or on a permanent basis where circumstances arise and the School reasonably decides to take this course of action.
- v. The Parents undertake to inform the School immediately in writing of any court order in respect of contact with or parental responsibility for the pupil or responsibility for meeting educational costs incurred at the School or otherwise.
- vi. The Parents undertake to comply with the School's rules on the quarantine of pupils from time to time and the disclosure of medical information to the School in all events of infectious and/or pandemic diseases.
- vii. A Parent or other third party may be excluded from the School premises if the Headmaster acting properly considers such exclusion to be in the best interests of the pupil or of the School.

5. Medical treatment

- i. The School will obtain consent of the Parents wherever possible before arranging any form of medical treatment for the pupil; but the Parents hereby authorise the School to give its consent to emergency medical treatment from qualified personnel by any appropriate means, including operations with anaesthetic, if considered by such personnel to be in the best interests and necessary to the safety of the pupil to do so.
- ii. Unless otherwise agreed in writing, each boarder will be registered on the National Health Service register of the appropriate School doctor.
- iii. The Parents undertake to inform the School doctor of any medical condition, including eating disorders and special dietary needs, affecting the pupil about which the School doctors and the Headmaster should be aware or if the pupil will be unable to participate in games or other School activities. Parents are also required to inform the School immediately in writing if the pupil has been in contact with any infectious disease.
- iv. Any costs associated with medical or dental care, treatment, travel, medicines or appliances, will be charged to the fee account.

6. Educational assessment

- i. Whilst the School will endeavour during normal tuition to identify potential learning difficulties, and will notify Parents of any such potential difficulties identified, the School and its staff are not qualified to make diagnoses (whether of a medical or psychological nature or otherwise), and therefore the School does not undertake to diagnose, nor does it accept responsibility for, diagnosing, learning difficulties, including dyslexia. The School accepts no responsibility for mis-diagnosis of any such

condition by qualified professionals to whom the pupil may be referred.

- ii. The Parents undertake to inform the School of any educational psychologist's report or any other professional educational assessment concerning the pupil.
- iii. The School's policy on educational support is available to Parents on request.

7. Insurances and Liability for Injury or Damage

- i. The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of Parents. The School is not the agent of the Parents for any purpose related to insurance.
- ii. The Parents accept that the School does not accept liability for accidental injury or damage to or loss of property suffered by the Parents or pupils unless caused by the School's negligence.
- iii. The Parents accept that during the pupil's time at the School the pupil may take part with or without protective clothing in contact sports, other sports and activities and informal ordinary play of children in and around the School, that notwithstanding the inherent risks it is reasonable for the School to permit, and for the pupil to participate in, such sports, activities and play and that the School does not accept liability for injury suffered during the course of such sports, activities and play and whether arising in tort or breach of contract or otherwise.
- iv. Details of pupils' personal property insurance schemes are available from the Bursar's Office.
- v. The School can arrange private medical and dental insurance at the request and expense of Parents.

8 Pupils' Conduct

- i. The Headmaster is responsible for the care and good discipline of pupils while they are in the charge of the School or its staff and for the day-to-day running of the School and the curriculum. Pupils are expected to behave with respect and good manners to those whom they meet both in School and in the community, to follow the School's rules of appearance and dress and to show a proper respect for the environment. The School Rules, as varied from time to time, form part of the contract between the Parents and the School.
- ii. The School reserves the right to monitor pupils' electronic equipment, e-mail communication and internet use for the purpose of ensuring compliance with School Rules.

9. Fees, Deposits and Extras

- i. A registration fee is payable on first applying for the registration of a child for entry to the School. The registration fee is returnable only if the School is unable to register the child for a definite place.
- ii. The offer by the School of a place for a child will be accepted by the Parents signing a Confirmation Form. The offer and acceptance will constitute the contract between the Parents and the School on the terms of these Standard Terms and Conditions as varied by the School from time to time. A Confirmation Fee is payable on acceptance by the Parents and acceptance of the offer will not take place until cleared funds are received by the School.
- iii. The Confirmation Fee will be credited to the fee account at the end of the pupil's final term. Until repaid the Confirmation Fee will form part of the general funds of the School. If the Parents cancel acceptance of a place before the pupil enters the School, the Confirmation Fee will be forfeit. Except as provided in sub-paragraph iv below, no other fees will be due.
- iv. If the Parents cancel acceptance of a place before the pupil enters the School, but less than one term's notice in writing of the cancellation is given before the date scheduled for admission to the School, the full fees for the first term will be due and payable at the rate that would have applied had the pupil entered the School. Any increase in fees which may have been introduced during the period of one term before the date scheduled for admission will be ignored for the purposes of this sub-paragraph.
- v. If money has been invested in the Prepaid Fees Scheme, the School will deduct a sum equivalent to the first term's fees on the transfer of any sum in the same circumstances.
- vi. Fees mean the sums payable for the normal activities and curriculum of the School. Extras mean the costs of other services, activities and materials supplied and include all examination charges as well as the cost of providing individual music lessons and any form of extra tuition. An account will be sent to Parents at the end of each term for the fees for the following term and the cost of any extras from that term. These accounts are payable termly in advance and cleared funds are due before the beginning of each term. Interest will be charged on unpaid balances (see sub-paragraph xi).
- vii. The rates of fees and extras will be reviewed each year or more frequently in exceptional circumstances, or where there is a change in legislation. Increases will be notified to the Parents as soon as practicable but the School reserves the right to increase fees at any time without notice and without any of the conditions being affected. Any increases will come into effect from the date as determined by the School.
- viii. If the Parents do not wish the pupil to continue any form of tuition or activity available as an extra including music and extra tuition then written notice to the School must be given before half-term to end the tuition or activity at the end of that term. If such notice is not given a full term's charge for the tuition or activity is payable.
- ix. Parents acknowledge that the School's affairs are organised on a termly basis and that it is not possible for them 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 any tuition or activity part-way through a term.
- x. No refunds of fees will be made when a pupil is away ill or is absent from the School for any other reason. However the School does offer a school fees protection scheme which insures against such events, details of which are available from the Bursar's Office.

- xi. In the event of a pandemic or other infectious disease occurring at the School which requires the School to close, reduce the length of its term(s) or necessitates a pupil to return home, there will be no refund or waiver of fees except at the discretion of the School in exceptional circumstances. The School will also not be liable for any travelling expenses incurred by the Parents or any pupil in such circumstances. However the School does offer a school fees protection scheme which insures against such events, details of which are available from the Bursar's Office.
- xii. The School may at its discretion charge interest on balances outstanding at the beginning of any term at the rate of 2% per month for the time being or such other rate as may be decided by the Governors from time to time until full payment is received. All administration and legal costs may be charged on fees, fees in lieu of notice and extras that are unpaid by the due date. Such charges will be recovered by an agency or by legal action if necessary.
- xiii. The School may refuse, unless otherwise agreed by the Bursar, to accept a pupil back to the School after half-term if any accounts remain unpaid by the beginning of half term. In that event the failure to pay the fees will be regarded by the School as notice of withdrawal of the pupil from the School which will result in one term's fees becoming payable in addition to the amount of any fees and extras outstanding.
- xiv. Parents who anticipate any financial difficulty with regard to payment of fees are asked to contact the Bursar as soon as possible.
- xv. Payment of fees is the joint and several responsibility of each person who signs the Confirmation Form. Where Parents have arranged for a pupil's fees to be paid by a third party, Parents agree that such arrangement does not release them from primary responsibility to pay. Accordingly, the School is entitled to recover outstanding fees from Parents.
- xvi. Parents are advised that accounts will be sent to them for forwarding to any third party who has responsibility for payment and that refunds (if any) will be paid to Parents unless the School is notified otherwise in writing.
- xvii. If someone other than themselves will be paying the fees, Parents should ensure that the section at the end of the Confirmation Form is completed and signed by the person who has undertaken responsibility for payment.

10. Withdrawal or Removal of a Pupil

- i. One term's written notice to the School must be given by the Parents of their withdrawal of the pupil from the School. A notice which is provisional or conditional will only be valid if the School agrees in writing to accept that provisional or conditional notice. If one term's notice is not given in writing the equivalent of the next term's fees will be payable in lieu. (The fees in lieu rate for a boarder is the boarding rate.) This debt may be invoiced at any time after withdrawal whether or not the place can be filled. Cases of serious illness or genuine hardship may receive special consideration on written request.
- ii. One term's notice under the same conditions set out in sub-paragraph i. above must be given by the Parents of a change of status of the pupil from a Boarder to Day pupil. If one term's notice is not given in writing the equivalent of the difference between the boarding fee and appropriate day fee due will be payable in lieu.
- iii. In the event that the amount of any increased fees is considered by the Parents to be too high when compared to their previous level then the Parents have the right to remove the pupil by giving one term's written notice. The compensation due to the School in lieu of proper notice shall be one term's fees at the rate prior to the increase.
- iv. The School reserves the right, without refunding fees, to remove a pupil from the School if, after consulting with the Parents, the opinion of the Headmaster is that the pupil's academic, pastoral or other needs would be more suitably provided for elsewhere. The School will whenever possible give one term's notice except where there are serious grounds for removal at once or on shorter notice.
- v. The School reserves the right, without refunding fees, to remove a pupil from the School temporarily or permanently at any time in the event that:
 - (a) the conduct of the pupil or the pupil's presence at the School has seriously damaged or is likely seriously to damage the discipline, safety, reputation or good order of the School. Reasons for removal of a pupil under this heading may include the bullying of other pupils, non-attendance of the pupil without good reason, bad behaviour, possession or use of alcohol or illegal substances or persistent or serious non-conformity with standards of dress and appearance and/or other school rules; or
 - (b) a parent has treated the School or members of its staff unreasonably.
- vi. The Headmaster will always endeavour to consult with Parents before any such action contemplated in sub-paragraphs iv or v is taken but may take action without consultation at his discretion.
- vii. The School reserves the right to test pupils for use of alcohol or illegal substances if it reasonably believes that alcohol or drugs are being taken. The Parents agree that the School may undertake such tests in such circumstances under the direction of appropriately qualified personnel.
- viii. The School will act fairly and properly in deciding whether a pupil must be removed from the School and wherever possible will seek the agreement of the Parents before a decision is taken. If the Parents are unhappy with a decision to remove a pupil permanently from the School they may ask the School to review the decision in which case a review will be undertaken by one or more of the Governors of the School.
- ix. The removal of a pupil at the request of the School for whatever reason does not constitute a suspension of the pupil's right to an education which may be obtained at another independent school or at a State school.
- x. In the event of a pupil being removed temporarily or permanently from the School all outstanding fees and extras must be paid. The Confirmation Fee will be credited but fees in lieu of notice will not be charged.

11. Data Protection, Records and Photographs

- i. The School may maintain paper, electronic and other records or information relevant to the pupil and, subject to the School giving reasonable notice of its intention to do so, shall be at liberty to receive from and disclose facts to any school which the pupil attends or is subsequently attended by the pupil or to which application for a place may be made.
- ii. Address and contact details for the pupil's mother and father will be published in the Port Regis Address Book, circulated to parents to for the purpose of enabling them to make safe arrangements for their children when out of school. Please see the Data Protection statement on the website www.portregis.com - Quicklinks
- iii. The School may at its discretion issue contact details of Parents to other Parents for non-business purposes (e.g. arranging lifts and social activities).
- iv. The School reserves the right to provide confidential references with respect to pupils without liability to the School.
- v. Photographs of pupils will from time to time appear in the school magazine and other school publications, the school prospectus and on the school's website. Although the name of a pupil may appear in connection with his or her photograph in the school magazine or other school publication, pupils whose photographs appear in school publications intended for general circulation, including the school's prospectus and/or on the school's website, will not, in line with school policy, be named. If a pupil's name appears in any such school publication of wider circulation, in line with school policy, no photograph of that pupil will appear in connection with it. Parents hereby consent to the use by the School of photographs and the names of their children in this way. Should any Parent wish at any time to withdraw such consent, they should immediately notify the Headmaster in writing to this effect. The School assumes no responsibility in connection with any publication of photographs and/or names outside the School's direct control

12 Complaints Procedure

Parents are supplied with a copy of the School's Complaints Procedure giving information about the process available to raise and resolve serious concerns and complaints. The School welcomes suggestions and comments from Parents and takes seriously any complaints or concerns they may raise.

13. Absence of Parents

When both Parents live overseas or will be away from their home in the United Kingdom overnight during term time, half term or occasional holidays, the Headmaster must be informed in writing of the name address and telephone number within the UK for 24 hour contact of a suitable legal guardian or other adult with whom the pupil will reside when not at School and who is willing and is authorised by the Parents to accept full responsibility for the pupil in all circumstances. These matters are the responsibility of the Parents.

14. Commitment to previous schools

The Parents are advised to keep the previous school attended by the child informed of any intended move of the child to Port Regis and must observe the previous school's regulations with regard to giving due notice. The School reserves the right to refuse entry to or, following entry, to exclude pupils whose Parents have failed to meet in full their obligations to their child's previous school.

15. The Parents

The Parents, for the purposes of these terms, means natural parents, adoptive parents, legal guardians or anybody or person who has parental responsibility and is legally responsible for the care and welfare of the pupil and who agrees, with the consent of the School, to accept responsibility for the performance of these terms. Individuals and bodies other than natural parents may be asked to provide documentary evidence of their status in relation to the pupil.

16. Force Majeure

The School shall not be liable for failing to provide or delaying the provision of educational services under these standard terms and conditions if the failure or delay is caused by circumstances or events outside the School's reasonable control, which shall include but not be limited to pandemic diseases or other infectious diseases, acts of God, industrial action, terrorism, civil commotion and such other similar events. The time for providing the delayed educational service shall be extended for a reasonable time, having regard for the cause of the delay.

17. Jurisdiction

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

18. The Standard Terms and Conditions

The School believes that these Standard Terms and Conditions reflect the customs and practice of independent schools for many generations. The rules about change and about notice and fees in lieu of notice and the other rules set out above are provided in good faith. They promote the stability, forward-planning, proper resourcing and development of the School. They help also to protect parents from increases in fees and liabilities caused by the defaults of others. Nothing in these Standard Terms and Conditions affects the statutory rights of parents.