



TERMS & CONDITIONS FOR DAME ALICE HARPUR SCHOOL

Section A : Application and Registration

1. Registration

A completed Registration Form together with the Registration Fee should be sent to the Admissions Manager. The Registration Fee will not be refunded under any circumstances.

2. Acceptance

Acceptance by the School of the Registration Form and Fee does not constitute an offer of a place. A place will be offered subject to availability and the pupil satisfying the School's other requirements.

3. Enrolment

When the entry requirements have been satisfied, a place will be offered and parents will be invited to complete an enrolment form and pay the acceptance fee, which will create a legally binding agreement between the School and the parents on the basis of these conditions.

4. Deposit

- 4.1 A deposit is payable when the enrolment form is submitted in all cases, save where there is full remission of fees. The deposit will be held by the School and may be set off against any amount due for fees or extras, with any balance being refunded after all fees and extras for the pupil's final term in the School have been paid. The deposit shall not attract interest.
- 4.2 The deposit will not be refunded if the pupil does not take up his or her place at the School.
- 4.3 Until refunded, the deposit will form part of the general funds of the School.

Section B : Fees

5. Level of Fees

- 5.1 The level of fees is determined by the Governors and is normally reviewed once a year. Fees may be increased at any time and usually not less than one term's notice will be given of any increase but (if felt necessary) shorter notice may given. If less than one term's notice is given, parents will have the opportunity to withdraw their child from the school without giving one term's notice or paying fees in lieu.
- 5.2 Fees for music or private tuition are also determined by the Governors and payment is due in the same way as fees. One whole term's notice to expire at the end of any term is required prior to any termination.



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6. Items covered by Fees and Extras

- 6.1 The fees cover all costs incurred by the School in the usual course of the pupil's education, including most books and stationery, unless otherwise notified by the School. The fees do not include the cost of school uniform, including PE and sports kit, transportation to and from the School, lunches and after-school care if required.
- 6.2 Any extra-curricular activities, such as private lessons (e.g. music, drama etc), trips and visits, which the parents have agreed to in advance shall be deemed to be supplemental to items met by the fees and charged for as extras.
- 6.3 All payments for extras included on School accounts are payable on the same date and in the same way as fees.

7. Payment of Fees

- 7.1 Fees for each term are payable in advance on or before the first day of each term. Cheques will not be considered as payment until cleared.
- 7.2 In the case of overseas pupils, an extra deposit may be charged as a deposit against fees for the final term at the School.
- 7.3 Subject to agreement with the School, fees may be payable in monthly instalments by way of direct debit. Such payment arrangements will cease automatically in the event of any default for 30 days or more. On ceasing, the full amount of fees then due shall be payable immediately as a debt and interest will start to accrue.
- 7.4 If the School is unable to deliver educational services because of an Event of Force Majeure (as defined in paragraph 24.3 below), fees will be charged in accordance with the following schedule. For periods of up to four weeks from the date of the School's notice to parents concerning the Event of Force Majeure full fees will be payable. For periods of greater than four weeks up to a maximum of 12 weeks 50% of fees will be payable. After 12 weeks, parents may, by giving written notice to the School, cancel the contract, remove their child from the School and pay no further fees, or retain a place at the School and continue to pay 50% fees until delivery of educational services resumes.

8. Persons Responsible for Payment of Fees and Extras

The parents or any other person or persons who have signed the Enrolment Form, together with any other person who undertakes to pay the fees to the School for the pupil, will be jointly and severally liable to pay all fees and extras, notwithstanding any change in family circumstances.

9. Non-payment of Fees and/or Extras

- 9.1 If any fees or extras are not paid on the due date for payment, parents may be liable to payment of interest at the rate of 3% per annum above National Westminster Bank Plc base rates on the balance from time to time unpaid.
- 9.2 The School may suspend a pupil from attending the School or require the parents to withdraw the pupil from the School permanently if fees are not paid by the due date.



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10. Waiver

The School may, at its sole discretion, waive a proportion of the fees in the event of the pupil being prevented from attending School through illness for not less than thirteen consecutive school days.

11. Scholarships and Bursaries

- 11.1 Any scholarship, bursary, award, or allowance (whether awarded by the School or by a third party) is a separate award of funds under the rules applicable to the particular scheme. The cancellation or withdrawal of any part of such a scheme does not affect the liability of the parents for any fees or extras payable to the School.
- 11.2 The school reserves the right to review the provision and level of any scholarship, bursary, award or allowance. A scholarship, bursary, award or allowance may be withdrawn if, in the opinion of the Headmistress, the pupil's attendance, progress or behaviour no longer merits the continuation of the award. Any such withdrawal will not operate so as to increase the fees due in respect of a term that has already commenced.
- 11.3 It is the responsibility of the parents to provide all financial information requested in order to verify current levels of income. If the required information is not provided, the School reserves the right to suspend or withdraw the provision of the scholarship, bursary, award or allowance.

Section C : Withdrawal, Suspension and Exclusion

12. Withdrawal

- 12.1 Not less than one whole term's written notice (expiring at the end of any term) must be given by the parents to the Headmistress in the following cases:
- (a) Prior to withdrawal of the pupil from the School, except in circumstances where these terms and conditions have expressly overridden this requirement.
 - (b) Following acceptance of a place for the pupil but prior to the pupil starting at the School;
 - (c) Prior to withdrawal of the pupil from an extra-curricular subject or activity.
- 12.2 If notice is not given, one term's fees, or in the case of an extra subject/activity, one term's charge for that subject/activity, in lieu of notice will be payable as a debt on the first day of the term which would have been the final term if a term's notice had been given. The main reason for these rules is to ensure that the School has sufficient notice with which to plan fee levels, other resources and the curriculum.



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13. Exclusion and Suspension

13.1 The Headmistress has the right to exclude the pupil permanently or for such period as she shall decide in the following circumstances (these being additional to those stated elsewhere in these terms and conditions):

- (a) if there has been a serious breach or a series of significant breaches of the School's rules and regulations;
- (b) if allowing the pupil to remain in school will seriously harm the education or welfare of other pupils at the School or welfare of School staff;
- (c) if the pupil is, in the opinion of the Headmistress, failing to achieve a satisfactory standard of work;
- (d) if the parents fail to pay the fees by the due date and fail to rectify the default within two weeks of the date of any written request for payment;
- (e) if the behaviour of either or both parents is, in the opinion of the Headmistress, unreasonable and affecting or likely to affect adversely other pupils at the School or well-being of School staff; or
- (f) if either parent libels the School in a way which damages its public reputation.

13.2 If a pupil is permanently excluded in accordance with paragraph (a) or (b) above, the Headmistress will be obliged to advise the parents of their right to appeal against his decision in accordance with the School's Complaints Procedure (a copy of which is attached to these terms and conditions).

13.3 If a pupil is to be permanently excluded in accordance with paragraph (c) above, the parents will receive at least one term's notice of the intended exclusion.

13.4 There will be no refund of fees or charges for Extras following exclusion and all unpaid fees or charges for the remainder of the term during which the pupil has been excluded must be paid. The deposit will not be returned or credited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.

Section D : Conduct and Health

14. Conduct

Parents shall ensure that, whilst a member of the School, the pupil shall comply at all times with the rules and regulations from time to time laid down by the School. Copies of the School's rules and regulations are given to each pupil on admission, but may be varied by the School at any time.

15. Attendance

The school day starts at 8.30am on Monday to Friday, when the pupil is required to be present.



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16. Absence

If the pupil is absent through illness, a note must be sent or a telephone call made by 10.00am on the same day by the parents to the School Office explaining the pupil's absence. When returning to the School the pupil must produce for her tutor a note explaining the absence. Save for illness, the pupil shall not be absent from School unless prior permission has been granted by the Headmistress. Such permission will only be granted in the most exceptional circumstances.

17. Health

- 17.1 If any pupil requires medical treatment whilst at the School, the School may refer such pupil to a School nurse or hospital, but before doing so shall make every reasonable effort to obtain the prior consent of either of the parents to the carrying out of such treatment. If this is not reasonably possible, the parents grant to the Headmistress full authority to give valid consent in *loco parentis* to treatment (including such matters as a blood transfusion, anaesthetic or an operation) as may be recommended by a doctor. No medical treatment shall be carried out where clear written instructions to the contrary have been given to and actually received by the Headmistress from the parents.
- 17.2 The School nurses shall have unlimited right to give to the Headmistress any confidential information concerning the pupil if the nurse considers that it is in the pupil's best interests or necessary for the pupil's protection, or for the protection of the other pupils and staff of the School.
- 17.3 The parents must notify the Headmistress of any immediately existing medical condition or of a contagious disease or illness which the pupil may have from time to time.
- 17.4 It shall be the responsibility of the parents to obtain medical or other specialist advice concerning any learning difficulty such as dyslexia. The parents may be asked to withdraw the pupil without being charged fees in lieu of notice if, in the opinion of the Headmistress and having made all reasonable adjustments, the School cannot provide adequately for the pupil's educational needs. The school's learning support policy is available on request.
- 17.5 All pupils must have a completed medical form, which will be kept securely in the school Health Centre.

Section E : Overseas Parents

- 18.1 Any parents who have no permanent home in the United Kingdom or who anticipate being posted overseas must appoint a guardian for the pupil who is acceptable to the Headmistress. The guardian's name, address and telephone number shall be notified to the Headmistress. The requirement to appoint a guardian may be waived by the school in certain circumstances.
- 18.2 The School may treat any guardian as the pupil's parents in all respects, even though a court has not appointed such a guardian, and the guardian must be given the power to make decisions and arrangements on behalf of the pupil, including both normal routines and emergencies. The School shall not be obliged to notify or consult with the parents when such a guardian has been appointed.
- 18.3 The School must be immediately informed of any change of guardian.



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Section F : Insurance

- 19.1 The School shall maintain such insurance in respect of the pupil which it is required by law so to do. Cover for personal property and property loaned by the School is not automatically covered and parents will be notified of any cover provided by the School and any changes that the School may make.
- 19.2 Parents are responsible for taking out and maintaining any additional insurance which they may consider necessary in respect of the pupil as well as the pupil's personal property.

Section G : General

20. Contract/Definitions

- 20.1 For the purposes of these terms and conditions,
- (a) the term "parents" means each person who has signed the enrolment form as parent or guardian of the pupil or who with the School's written consent has subsequently assumed parental responsibility for the pupil;
 - (b) the term "School" means The Harpur Trust, which includes Dame Alice Harpur School
- 20.2 The enrolment form, the School's rules and regulations, the Complaints Procedure, the Fees List and these terms and conditions, as amended from time to time, form the basis of the contract between the parents and the School.
- 20.3 The Prospectus, brochure or other material published by or on behalf of the School is not part of the contract between the parents and the School. Although the School believes their contents to have been correct at the time of printing, parents must seek written confirmation from the School of any matter on which they wish to place specific reliance before entering into this contract.
- 20.4 Where two parents have signed the enrolment form, one of them may withdraw from the contract with the School by submitting a term's notice, provided that he or she has obtained the prior written consent of both the School and the remaining parent.
- 20.5 It is not intended that the contract created by these terms and conditions shall be enforceable by the pupil or any other third party.
- 20.6 The period of the contract will be from receipt by the school of the properly completed enrolment form and acceptance fee until completion of the relevant phase of education, unless terminated earlier under the provisions of paragraphs 12 or 13 of these terms and conditions. Phases of education for these purposes are defined as completion of education in Year 6, completion of public examinations in Year 11 and completion of public examinations in Year 13. Pupils will normally continue their education at the school through each phase but entry to the Senior School and the Sixth Form is not automatic and is subject to a separate offer of a place by the school and acceptance of this offer by the parents.



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21. **Changes at the School**

Many aspects of the School may change during the pupil's time at the School. The School reserves the right to make any lawful and reasonable changes to any aspect of the School, including its premises and facilities, the academic and games curriculum, the rules and disciplinary framework and the School timetable and calendar. Parents will be given reasonable notice of any change likely to affect the School community as a whole.

22. **Court Orders**

The parents must immediately notify the Headmistress of any court order, which directly or indirectly affects or may affect the pupil, or any precautions which the School must or should take to protect the interest or welfare of the pupil.

23. **Public Examinations**

Entrance of the pupil to external examinations shall be at the absolute discretion of the Headmistress.

24. **Event of Force Majeure**

24.1 The School shall not be liable if it cannot deliver educational services because of an Event of Force Majeure, provided that it gives written notice to the parents explaining the nature of the Event of Force Majeure and any further information in relation to the Event of Force Majeure that the parents may reasonably require.

24.2. If the Event of Force Majeure persists for more than 12 weeks from the date of the above notice to the parents, either the School or the parents may terminate the contract by giving written notice to the other, following which termination neither the School nor the parents shall have any liability save in respect of those accrued prior to termination.

24.3 For the purposes of clause 24.1, an "Event of Force Majeure" means any cause beyond the School's control, including, for the avoidance of doubt, outbreak of hostilities, riot, civil disturbance or acts of terrorism; the act of any government or quasi-governmental authority (including the refusal or revocation of any licence, consent or permit); fire, explosion, flood, fog or bad weather; power failure or failure of telecommunications lines; strike, lock-out or industrial action of any kind; pandemic or epidemic of any disease; chemical or biological contamination.

25. **Variations**

The School reserves the right to vary these terms and conditions if necessary from time to time upon giving the parents reasonable notice of any such variation.

26. **Confidentiality**

It is a condition of the pupil's attendance that the School may disclose on a "need-to-know" basis within or outside the School any confidential information or circumstances which may have a bearing on the health, safety and welfare of the pupil or others, or which pertains to the status of unpaid fees or charges.



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27. Law and Jurisdiction

The contract created by these terms and conditions is governed by English law and the forum for resolving disputes shall be England.

28. Communications

- 28.1 All notices to be given under these terms and conditions must be given in writing. Each person who has signed the enrolment form must notify the School of any change of address. Communications will be sent by the School to the address shown in its records. Notices that the parents are required to give under these terms and conditions must be addressed to the Headmistress and sent to the School's address. If sent by first class post notice shall be deemed to have been given on the third day after posting.
- 28.2 The School will be entitled to treat any communication from any person who has signed the enrolment form as having been made on behalf of all persons who have signed the form. The School will be entitled to treat any communication from the School to any such person as having been made to all of them.

7 February 2007



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Code of Conduct

Every community relies for its good order on the acceptance by all its members of a code of conduct and, whilst our written rules are relatively few, we expect our pupils to show common sense and respect for themselves, for others and for their school environment.

The few formal rules exist to protect not only the safety and comfort of girls and staff alike, but also the good name of our school. All members of the school are expected to observe them.

Movement around the school

- Movement about the school should be quiet, orderly and courteous. A **keep to the left** system operates. Always make way for staff and for visitors, holding open doors when appropriate.
- Silence should be observed when approaching and leaving Assembly.
- The front entrance of the school is reserved for staff and visitors.
- Corridors and classrooms in the senior school building are out of bounds before 8.35 am and after 4.15 pm, unless special permission to be there has been given.

Protection of the School Environment

- Litter bins are provided throughout the school campus. Please use them.
- Food and drink should not be consumed in classrooms. The Dining Hall is available at morning break and at lunchtime.
- Take a pride in your form room, keeping it pleasant and tidy and conserving electricity whenever possible.

Security and personal safety

- Girls in Years 7 - 11 must remain within the school grounds during the whole of the school day, except when special permission has been given to leave the premises. Girls leaving school with permission must sign out at the School Office.
- By 4.30 pm, girls not taking part in supervised activities should normally be on their way home. It is not permitted to wait unsupervised outside the front entrance after this time.
- Never cycle within the school grounds.
- Never leave cash around the school. If you must bring large sums of money into school, be sure to hand it in to the Bursar's office for safe keeping.
- Take care of your personal belongings and help us to help you by making sure that they are clearly named.
- Take care also of the text books on loan from the school. They are **your** responsibility. Use the storage facilities provided.
- Do not use a mobile phone between 8.30 am and 4.00 pm.
- Emergency phone calls can be made from the Upper / Lower School Offices.



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The good name of the school

Always remember that when you are wearing your Dame Alice uniform you are representing the whole school. Bear in mind particularly that:

- you are expected to keep to the uniform regulations which apply to your year group. If you are not clear what they are please refer to your information booklet.
- you are expected to keep your hair tidy; if it is long, it should be worn off your face, and tied back if necessary.
- jewellery may not be worn with the Senior School uniform. This includes jewellery worn for religious reasons which we do not allow for reasons of health and safety and security.
- your behaviour in the town and on public transport will be noticed, whether it is good or bad. It is better to earn compliments than to cause complaints and harm to the school's reputation.

September 2005



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Dealing with Complaints from Parents

Dame Alice Harpur School aims to be a listening and responsive school. We encourage parents to inform us of their concerns in the early stages/while they are still minor ones which can more easily be resolved. Our intention will always be to ensure information is accurate, perceptions are fair and any difficulties are speedily and satisfactorily resolved.

Informal Resolution

Parents who have any concerns about their daughters' experience at school should normally contact the Head of Section/Head of Junior School in the first instance, either by letter or by telephone. They may, however, choose to approach the Headmistress directly. A written record of any concern, and the date on which it was received, will be made by the member of staff first contacted. We shall endeavour to acknowledge letters or telephone calls within 48 hours (excluding weekends and holidays) of their receipt and to inform parents how we intend to investigate the matter. If the complaint involves the delivery of the curriculum, the relevant Head of Department will always be consulted. Heads of Section/the Head of Junior School will liaise closely with the Headmistress when dealing with any parental concerns and complaints. A written record of any action taken during the investigation of the complaint will be kept. A letter to parents will always be written, indicating how the issue has been dealt with and what the outcome is. If any parent should be dissatisfied with the outcome, they will be advised to proceed with the complaint in accordance with the next stage of the procedure.

Formal Resolution

If the complaint cannot be resolved on an informal basis, the parents should write to the Headmistress, indicating that they wish to make a formal complaint. Such letters will be acknowledged within 48 hours (excluding weekends and holidays) of their receipt and parents informed of the action to be taken. The Headmistress will speak to the parents concerned normally within seven days and carry out further investigations and keep written records of all meetings held in relation to the complaint. Once the Headmistress is satisfied that, so far as is practicable, all of the relevant facts have been established, a decision will be made and parents will be informed of this decision, and the reasons for it, in writing. If parents are still not satisfied with the outcome, they should proceed to stage three of this procedure.

Panel Hearing

Parents will be formally referred to the Chairman of the School Committee of Governors who will convene a Panel to address the issue. The Panel will consist of at least three people who were not directly involved in the matters detailed in the complaint, one of whom will be independent of the management and running of the school. Members of the Panel will be appointed by the School Committee of Governors. The Panel will acknowledge the complaint in writing and schedule a hearing to take place as soon as practicable and normally within ten working days. The parents may be accompanied to the hearing by one other person. This may be a relative, teacher or friend. Legal representation will not normally be appropriate. If possible, the Panel will resolve the complaint immediately without the need for further investigation. Where further investigation is required, the Panel will decide how it should be carried out. After due consideration, the Panel will reach a decision and may make recommendations which it shall complete within ten working days of the Hearing.



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The Panel will write to the parents informing them of its decision and the reasons for it. The Panel's findings and, if any, recommendations will be sent in writing to the parents, the Headmistress, the Governors and, where relevant, the person complained of. The decision of the Panel will be final. Parents can be assured that all concerns and complaints will be treated seriously and confidentially. Correspondence, statements and records will be kept confidential except in so far as is required of the school by paragraph 6(2)(j) of the Education (Independent Schools Standards) Regulations 2003, where disclosure is required in the course of the school's inspection, or where any other legal obligation prevails.

We very much hope that most matters can be dealt with informally by early communication. It is our intention to ensure that any complaint is dealt with fully, promptly, fairly and effectively.

September 2003



Dame Alice Harpur School Parental Contract