



# THE DOWNS

## MALVERN

### Terms and Conditions

#### 1. 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.

"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 document "Financial Information For Parents";

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

"Head" 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;

"Code of Conduct" means the rules of the School, a copy of the current version of which is provided to each child on entry and is sent to parents with the letter offering a place at the School. As these rules may be amended from time to time, 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 notice given not later than the end of the first week of the child's last term.

"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 who with the School's written consent has subsequently assumed parental responsibility for such child.

(b) The Acceptance Form, the Schedule of Fees, the Code of Conduct, the Disciplinary Procedure and these terms and conditions constitute the terms of a contract between you and The Downs School, Malvern College Prep. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

## **2. Acceptance and Deposit**

- (a) An offer of a place for your child at the School is accepted by your completing the Acceptance Form and paying the deposit.
- (b) The deposit is not refundable if your child does not take up a place at the School. The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.

## **3. 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, shall be met by the fees unless otherwise notified by the School. (This excludes general usable sundries such as pens, ink, rulers etc.)
- (b) Any extra-curricular activities such as private music lessons, trips and visits in which you agree 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 additional 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 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.

If your child has been awarded a scholarship/bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn with immediate effect if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award 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.

- (d) Each invoice must be paid either in full before the first day of term or, if fees are paid by standing order, in nine monthly instalments with supplemental charges being collected at the start of each term.
- (e) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees or supplemental charges remain unpaid. We will make a late payment charge. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.
- (f) 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 for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term. If we give you notice of an increase in fees which exceeds 5% above the current published rate of inflation, you will be entitled to withdraw your child from the start of the following term without giving a term's notice or paying fees in lieu, provided that you give notice of the withdrawal within 21 days from the date when notice of the increase in fees is given
- (g) 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.

- (h) Places at the school or sessions booked (whether paid for or not) are not transferable to any other child.
- (i) The school will from time to time arrange visits away from the school site which may require extra payment. Whilst attendance on such a visit is not compulsory the school can not guarantee to provide an alternative activity at the school on such days.

#### **4. Notice Requirements**

- (a) After signing the registration form, if you wish to:
  - (i) withdraw your child from the School (other than at the normal leaving date); or
  - (ii) withdraw your child from an activity charged for as supplemental; or
  - (iii) change your child's place at the School from a boarding to a day place

you shall either give a term's notice to that effect or shall pay to the School a term's fees, or the difference between the boarding or termly boarding and the day or weekly boarding 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.

- (b) 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.

#### **5. Code of Conduct**

- (a) It is a condition of remaining at the School that your child complies with the School Code of Conduct 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 rules of appearance, dress and behaviour as shall be issued by the School from time to time.)
- (b) To ensure compliance with the Code of Conduct on illegal drugs the Head may require your child to submit to testing for drugs in accordance with suitably approved procedures.
- (c) The School reserves the right to monitor your child's email communication and internet use for the purpose of ensuring compliance with the Code of Conduct.

#### **6. Disciplinary Procedures**

- (a) The Head may in his discretion require you to remove or may suspend or expel your child from the School if he considers that your child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.
- (b) The Head may in his discretion require you to remove or may suspend or expel your child if the behaviour of you or either of you is in the opinion of the Head 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 Head 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) The Code of Conduct sets out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head 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 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 joining the School until the end of his or her preparatory schooling. However, the School shall not be obliged to permit your child to enter the Prep School from the Pre Prep School or Pre Prep School from Early Years unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances.
- (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 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.
- (d) We undertake not to subject your child to corporal punishment. Physical contact may be deemed appropriate for the maintenance of good order, your child's safety, well-being 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 which may entail some risk of physical injury.
- (e) 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.
- (f) The school may use your son's or daughter's image for the purposes of marketing the school in the school's internal and external marketing literature (including the media and Internet) unless you express in writing to the school that this should not occur
- (g) For the purposes of travel to school events (school matches and visits) your son or daughter may use a school mini bus or travel in the vehicle of a member of staff or another parent unless you express in writing a wish that this should not occur.
- (h) Although our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing it does not form part of the contract 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 changes in the curriculum that we regard as significant to your child and where practicable will consult with parents on such changes.

- (i) 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 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 Head the School cannot provide adequately for your child's special educational needs.
- (j) Religious observance at the School shall be conducted in accordance with the Code of Conduct.

## **8. The Parents' Obligations**

- (a) 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.
- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (c) 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 communication from the School to any such person as having been made to each of them.
- (d) The Head must be informed 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.
- (e) We cannot accept any responsibility for the welfare of your child while off the School premises unless s/he is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- (f) 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.

## **9. Insurance**

All pupils will be covered by a personal accident insurance scheme, the cost of this cover will be met by the school.

## **10. 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 a reference or report given by us.

- (b) Your consent to our 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.

**11. Intellectual Property Rights**

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

**12. Changes in Ownership etc**

For the purposes of reconstruction 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.

**13. 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 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 Head 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.

**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 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.

**16. Variations**

We reserve the right to make reasonable modifications to these terms and conditions from time to time. The School will give you a term's notice of any such modifications.

Alastair S Cook  
Headmaster  
August 2018

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