

EDUCATION CONTRACT- Terms and Conditions

1. Definitions

1.1 In these terms and conditions, the following definitions apply.

Student means the person named in Clause 2(i) for whom education is to be provided.

Complaints Procedure means the current complaints procedure as published on The School's website.

Fees means the fees set out in the Tuition Charges and Financial Information.

Notice Date means a full term's notice in writing.

Parent(s) means the person or persons who signs these terms and conditions including legal guardians who are not actually parents of the Student.

School means Michael Hall School or other such entity to which the undertaking is transferred in the future in accordance with Clause 18.

School Rules means the School Rules as published on the School's website.

Term means the period from the first day of a School term until the last day of the term and excludes school holidays.

2. Contract

2.1 The contract is between Michael Hall School on the one part and the Parent(s) on the other part and relates to the education of the Student.

2.2 Where two Parents sign the contract, they each accept joint and several liabilities for all of their obligations under the contract. Communication from the School to one Parent is deemed to have been received by both and communication received by the School from one parent is deemed to have been sent by both. The School is entitled to treat any instruction, authority, request or prohibition received from one parent as having been given on behalf of both Parents.

2.3 It is only possible for one parent to subsequently withdraw from the contract with the prior written agreement of both the other parent and the School. The School will normally only give its agreement if the withdrawing parent is no longer acting as a legal guardian to the Student.

2.4 All notices required to be given under these terms and conditions must be given in writing. The parents shall notify the School of any changes to any of their contact details including telephone and email. Communications (including notices) will be sent by the School to the correspondence

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address most recently notified to the School. Parents will be asked to confirm and update their personal information via the parent portal on an annual basis.

3 Complete Agreement

3.1 The following documents comprise the contract between the Parents and the School. No other documents shall be construed to form part of the contract.

- (i) This Terms and Conditions document
- (ii) The Offer Letter and any conditions of admission stated
- (iii) Positive Relationships (Behaviour) Policy
- (iv) The Tuition Charges and Financial Information
- (v) The Complaints Policy

The School reserves the right to make reasonable amendments to these documents from time to time. Current versions are on the School's website* and available on request.

4. Acceptance

4.1 **An offer of a place for the Student at the School can only be accepted when the Parents sign the contract and return it to the School.** Please do so by return.

4.2 Deposit

A non-refundable deposit of £500 will be required before, or on receipt of, this signed contract to secure your child's place in Early Childhood and Classes 1-12. The deposit will be taken off your first term's school fees. If you are paying by direct debit, your first direct debit will be reduced, and subsequent direct debits, as needed.

5. Fees

5.1 The Parents shall pay to the School the amounts stated in the Tuition Charges and Financial Information or such other amount as the School agrees with the parents in writing.

5.2 Fees shall be paid in advance at the times stated in the Tuition Charges and Financial Information. The School reserves the right to refuse to allow the student to attend the School while fees remain unpaid. The parent shall be liable to pay all charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid school fees, regardless of the value of the claim.

5.3 The School Fees as laid out in the Tuition Charges and Financial Information.

5.4 The fees will be reviewed annually and may be increased by such amount as the School considers reasonable. Fees for each academic year will be announced by the School no later than the end of May in the previous academic year.

5.5 Fees remain payable if the student is absent from School. Absences for whatever reason or duration and whether authorised or not do not attract fee rebates.

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5.6 All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).

6. Notice

6.1 Michael Hall requires that parents give a full terms notice of their intention to withdraw a child from the School. If our notice dates are not adhered to, a full terms fees will be charged in lieu of notice.

6.2 Registration of notice is required via the [leavers' form](#). Fees remain payable until the later of (i) the student's actual leaving date and (ii) the Notice Date.

7. Use of Computers

7.1 The School's Online Policy sets out the School's position on online and students will be required to sign an agreement as to appropriate use of IT in school. The School will monitor usage of school computers by the Student.

8. Physical Contact

8.1 We recognise the value that appropriate touch has for the children in our care. Teachers may provide appropriate physical comfort or consolation to a child who expresses the need for such but teachers will not touch a child who in any way expresses that they do not wish to be touched, except in the case of needing to restrain a child who is a danger to themselves or others (see Physical Restraint Policy). Unless you notify us to the contrary, you consent to your son/daughter participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

9. Medical Attention

9.1 If your child requires urgent medical attention while under the School's care, The School will attempt to obtain the prior consent of a Parent. However, the School shall be authorised to make the decision on behalf of the Parents should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.

10. Special Educational Needs

10.1 The School shall monitor the Student's progress at the School and produce regular written reports. The Learning Support Team screens classes approximately every other year in the Lower School. In the Upper School students are assessed, or recommended for assessment with regards to access arrangements for examinations. The School will advise you if we have any concern about the student's progress but we do not undertake to diagnose dyslexia or other specific conditions.

10.2 An assessment by the Learning Support Department may, in some cases lead to a recommendation for a further assessment. This would be arranged by and paid for by the parents, using the School's approved list of Educational Psychologists.

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- 10.3 The School is committed to equal treatment for all regardless of sex, race, ethnicity, disability, sexual orientation or social background. We hope we are able to continue to meet the needs of all pupils in the School and have clear policies in place to enable an open process to be worked through should questions be raised. We will work with you and expect that you will do the same with us in order to ensure that your child is getting the education that he/she needs and that this education is one that we can reasonably deliver.
- 10.4 If in our opinion, the student requires Special Educational Support or Behavioural Support which is in their best interest and enables the School to educate them fully and this support is refused by the parent, and/or if all SEN resources have been exhausted and we no longer feel we are able to provide an adequate and effective education, the Educational Management Team may in their discretion require you to remove your child from the School.
- 11. Religious Education**
- 11.1 Religious education at the School is non denominational and broadly Christian. In the Upper School we have ethics lessons rather than religion to reflect the nature of this lesson. If this is in clear opposition to the Parents' beliefs, the School will use its reasonable endeavours to make special arrangements for the Student during religious education lessons.
- 12. Insurance**
- 12.1 The School provides personal accident insurance for pupils. Parents must provide any other insurance cover they deem necessary for person or property.
- 13. Disciplinary Procedures**
- 13.1 The School may exclude your student from the School in accordance with the School's Exclusion Policy. We expect our parents to support the School in its educational work with pupils. We recognise that complaints do occur and we expect parents to comply with our processes and procedures in seeking resolution. We will not tolerate any verbal, cyber or physical abuse of our staff or pupil's by parents or any behaviour that damages the reputation of our School. In these circumstances we may ask that the child of that parent be removed from school
- 13.2 In the event of your child being excluded from school, fees remain payable to the date of exclusion. However, no fees in lieu of notice are payable.
- 13.3 The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and the School may decide that fixed term or permanent exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the Student's record at the School are taken into account.
- 14. The School's Obligations**
- 14.1 The School is divided into three distinct parts: Early Childhood (comprising Saplings and Kindergarten), Lower School (comprising Classes 1 to 5), Middle School (comprising Classes 6 to 8) and Upper School (comprising Classes 9 to 12). The School will normally provide education

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for the Student until the end of his or her schooling. However, the School reserves the right to implement separate admission procedures for each part of the School. Admission to one part does not guarantee a place at a later date in another part.

14.2 While the student remains a pupil of the School, the School undertakes to safeguard the child and 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 student is permitted by the School to be on school premises and is participating in activities organised by the School.

15. The Parents' Obligations

15.1 Parental co-operation is essential to an effective education. This includes encouraging your child in his or her studies and giving support which is appropriate to Steiner Waldorf education and to the needs of your child at home; keeping the School informed of matters which affect your student; maintaining a courteous and constructive relationship with School staff; and attending parents' and other meetings and otherwise keeping in touch with the School.

15.2 The School is happy for parents to drop off and pick up their children at the beginning and end of the school day. If a parent has a meeting or needs to be in school at any other time they must go to reception and sign in. Parents are not permitted to be on school grounds outside of drop off/pick up without signing in. This is in line with the School's safeguarding policy and government guidelines. There are situations (which we encourage) where parents participate in the activities of the children in order to participate in these events we ask that parent complete a volunteer application and are required to undergo all the necessary vetting checks before doing so. Parents are asked to acknowledge that at such events the students are under the care and control of their teachers and that they will undertake to maintain courteous and constructive relationships with other parents and pupils whilst on school premises.

15.3 It is a condition of the Student joining the School that the Parents complete and submit to the School a medical questionnaire in respect of the Student. The Parents shall inform the School immediately of any health or medical condition, disability or allergy that the Student subsequently develops, whether long-term or short-term, including any infections.

15.4 If the Student is absent from School for health reasons, the Parents must inform reception by telephone, by emailing attendance@michaelhall.co.uk, or via the parent portal at the beginning of the day (or earlier if known). A message can be left. The School does not authorise holidays during term-time. Prior written consent is required for any other absence from the School and this should be obtained via First Aid by email in order that they may seek the appropriate consent.

15.5 The Parents shall support the School's educational methods and ethos. Parents shall not arrange activities for the Student, educational or otherwise, which may undermine the work of the teachers or adversely affect the behaviour and learning of the Student or others in the School.

15.6 Parents must ensure daily school attendance and that the pupil arrives at school punctually. If your child's attendance is unsatisfactory and, in the reasonable opinion of the Educational Management Team we are unable to provide them with an adequate and effective education as

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a result it remains the Educational Management Teams discretion to require you to remove your child from the School.

- 15.7 If the Parents have cause for concern as to a matter of safety, care, discipline or progress of the Student, they shall inform the School without delay.

16. Confidentiality and References

- 16.1 Parents consent to the School supplying information in respect of the student to any educational institution which Parents propose the student may attend. Any reference supplied by the School shall be confidential. The School will use its reasonable endeavours to supply accurate information about the student and fair opinions on the student's ability, aptitude and character. The School shall not be held liable for any loss the parents or the student are alleged to suffer as a result of opinions reasonably given or incorrect statements of fact contained in any reference or report given by us.

- 16.2 The Parents consent to the School making use of information relating to the Student whilst he or she is at the School and after he or she has left for the purposes of managing relationships between the School and current pupils, providing references and communicating with the body of former pupils.

17. Changes in Ownership

- 17.1 For the purposes of reconstruction or amalgamation the School reserves 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.

18. Interpretation

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

19. Governing Law

- 19.1 The contract between the Parents and the School is governed by English Law. The parties to the contract agree to submit to the exclusive jurisdiction of the English courts.

20. Code of Conduct

- 20.1 I/We have read and agree to abide by the Parent Code of Conduct

21. Ending this Contract

- 21.1 Our rights to end the contract

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The School may end this contract at any time by notice in writing to the Parents, without any obligation to return any deposit or fees paid to them, if:

- you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
- 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 of information on your part) that your child is legally entitled to enter or study in the United Kingdom when in fact your child is not);
- you (or either of you):
 - a. are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
 - b. are otherwise unable to pay your debts as they fall due;
 - c. are the subject of a bankruptcy petition or order; or
 - d. you enter into an individual voluntary arrangement; or
 - e. you otherwise do not comply with (ie, you breach) your parental obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in EMT's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

21.2 Your rights to end the contract

You may end this contract at any time by completing the Leavers Form on the Fees page of our website if:

- you have a legal right to end the contract if the School does not comply with (ie: breach) their obligations.
- the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

22. Changes to these Terms and Conditions

Reserving the right to change these terms and conditions. We reserve the right to review, change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. Updated contracts will be published on the School's website. You should refer to the School website for the most up-to-date version of contractual terms as these will not be sent out to you.

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