

## 1. DEFINITIONS

In these Terms and Conditions the following expressions have the following meaning:

<b>Acceptance Form</b>	the attached form F7.
<b>Additional Charges</b>	items not included in the Fees.
<b>Deposit</b>	the sum payable on account in accordance with Clause 3.
<b>Fees</b>	the Trust's published fees for the School which may include any extras, lunch charges, and administration charges.
<b>Fees in Lieu of Notice</b>	the full Fees for a Term (see 8(b)) excluding any discount.
<b>Fixed Period Exclusion</b>	exclusion from the School for any period fixed by the Head and confirmed in writing.
<b>Head</b>	the Head Teacher/Principal of the School (or person acting as Head Teacher).
<b>Parent</b>	one or more of the signatories to the Acceptance Form.
<b>Payer</b>	if not the parent the signatory or signatories to the direct debit mandate and /or person(s) named in section D of the Acceptance Form.
<b>Permanent Exclusion</b>	removal from the School roll.
<b>Pupil</b>	the person described in section A of the Acceptance Form.
<b>School Rules</b>	school rules/code of conduct/policies and regulations.
<b>Term</b>	an academic term of the School.
<b>Trust</b>	The Girls' Day School Trust.

## 2. AGREEMENT

- (a) A legally binding agreement is made when the completed Acceptance Form and any other documentation required by the Head are received by the School on or before the date specified by the Head.
- (b) The agreement will last until the Pupil completes year 13 (year 6 at Kensington Prep School or year 8 for boys at Shrewsbury High School) unless terminated early in accordance with clause 8, 9 or 10.
- (c) In entering into the agreement the Parent and the Payer agree that they and the Pupil will:
  - (i) be bound by the School Rules and by these Terms and Conditions; and
  - (ii) support the School in maintaining its ethos and good standards of behaviour.
- (d) The rights of the Trust and the School under this agreement will not be waived even if these Terms and Conditions are not enforced.

## 3. DEPOSIT

- (a) A Deposit is payable on acceptance of a place at the School unless the Pupil is transferring from another Trust school.
- (b) It will not be refunded if the place is not taken up by the Pupil.
- (c) The Deposit may be waived by the Head in respect of a Pupil awarded a full bursary.
- (d) The Deposit will be held until the end of the Pupil's final Term in the School and will be refunded as soon as is reasonably practicable after this, less any outstanding Fees, Additional Charges or Fees in Lieu of Notice due to the School or the Trust.
- (e) No interest will be paid on the Deposit.

## 4. FEES

- (a) A completed Direct Debit mandate must accompany the Acceptance Form.
- (b) **Fees are due and payable Termly in advance by direct debit on the first day of each Term.** Fee invoices will be issued by email or post before the start of each Term in respect of the Fees for the following Term. Fees are payable whether or not an invoice is received. For the avoidance of doubt, all signatories to the declaration in Box E are jointly and severally liable for the payment of Fees, Additional Charges and any Fees in Lieu of Notice.
- (c) By agreement with the Trust each Term's Fees may be paid by direct debit by means of four equal monthly instalments. If the direct debit mandate is not accepted by the Payer's bank or if it is cancelled by the Payer before the whole Term's Fees have been paid, the outstanding Fees remain due in accordance with (b) above and must be paid immediately.
- (d) Fees may be pre-paid in accordance with the Trust's pre-paid fees scheme rules or annually in advance.
- (e) An administration charge will be made for payments refused by the Payer's bank.
- (f) Although payable Termly, Fees are calculated on an annual basis and apportioned over the School Terms. No reduction will be made for Terms where teaching is reduced because of public examinations, external assessments or matters outside the control of the Trust or the School.
- (g) If a Pupil attends for only part of a Term, Fees remain payable for the whole Term in accordance with 4(b) above.
- (h) Payment of Fees will not be accepted in cash or by credit card or debit card or over the telephone.
- (i) All year groups specified by the School are required to take lunch, other than for medical or religious reasons that have been notified to the Head prior to the start of the Term in which the change is to take effect.
- (j) Additional Charges will be collected by the School.
- (k) The Trust reserves the right to increase Fees on giving no less than one full Term's notice.
- (l) The Trust reserves the right to inform any fee paying school to which the pupil may transfer, of any Fees or Fees in Lieu of Notice which are outstanding or will fall due.
- (m) The Trust reserves the right to conduct credit checks on either the Payer or Parent in the event of non-payment of Fees.

## 5. INTEREST ON OVERDUE FEES

The Trust reserves the right to charge interest on Fees, Fees in Lieu of Notice or Additional Charges which are overdue. Interest will be charged at the rate of 8% per annum on any debt unless they are being paid and continue to be paid under instalment arrangements referred to in 4(c) above.

## 6. RETAINING FEE

If the Parent wishes to apply for a place to be kept for a Pupil who will be absent for up to a year, the Head may grant such a request by giving written consent. The Head may charge a fee for holding the place during the Pupil's absence. The form to which the Pupil is admitted on returning to School will be at the discretion of the Head and will depend on the Head's assessment of the standard of the Pupil's work.

## 7. EXTRA SUBJECTS

Although the School may offer facilities for Pupils to take extra subjects, for example individual music tuition, any contract for those subjects is between the Parent and visiting teacher and charges for extra subjects are collected by the visiting teacher.

## 8. EARLY TERMINATION BY PARENT

- (a) **A full Term's written notice that the Pupil will not be returning to the School after the end of a Term must be received by the Head from the Parent on or before the first day of that Term.**
- (b) **If a full Term's written notice is not received by the Head a Term's Fees in Lieu of Notice will be due to the Trust as a debt at the full rate applicable for the next Term, excluding any discount.**

- (c) In cases under 8(b) above, the Fees in Lieu of Notice will become payable to the Trust on the first day of the Term which would have been the final Term of provision if a Term's notice had been given.
- (d) Fees in Lieu of Notice must be paid by bank transfer.
- (e) The Trust may, in its discretion, accept provisional written notice in lieu of a full Term's notice provided that such provisional written notice is received by the Head on or before the first day of Term, and is confirmed in writing to the Head no later than the last day of the first half of Term.
- (f) Written notice under 8(a) will only be effective if received and acknowledged in writing by the Head within seven days of receipt. The Parent must contact the School promptly if no such acknowledgement is received.

## 9. EARLY TERMINATION BY THE TRUST

- (a) The Trust may terminate the agreement if the information provided to the School before the Pupil joins is incomplete or inaccurate or any additional information indicates that the Pupil would not be suited to the education provided by the School.
- (b) The School may give no less than one Term's written notice to the Parent if, in the opinion of the Head after due deliberation, the Pupil will not benefit from continuing to be educated at the School or has not attained a sufficiently high standard of work or behaviour for continuation into the next school year. Academic targets for transfer from year 6 to year 7 will be set before the end of year 5. Targets for public examinations will be set as far in advance as is practical and subsequent transfer will be conditional on attainment of these targets.
- (c) If in the Head's considered opinion the Parent's behaviour is unreasonable and is likely to affect adversely the Pupil or other pupils or staff at the School, or bring the School or Trust into disrepute, or if the Head feels that the necessary relationship of trust and confidence between the parties has irreparably broken down, the Trust may give notice that it will terminate the agreement immediately. The Parent will be permitted a reasonable opportunity (determined by the Head) to make written representations to the Head and, if the Parent wishes, to the Chief Executive of the Trust. The decision of the Head or the Chief Executive (if the latter is involved by the Parent) will be final.
- (d) The Trust may temporarily exclude the Pupil and/or permanently exclude the Pupil and terminate the agreement if their Parent has failed to meet their obligations to pay Fees in respect of that Pupil.
- (e) In all cases of exclusion and termination by the Trust, full Fees remain payable for the Term in which it occurs.

## 10. BEHAVIOURAL EXCLUSION

- (a) The Pupil may be excluded for a fixed period of time and/or permanently excluded in accordance with the Trust's exclusion policy.
- (b) In all cases of Fixed Period or Permanent Exclusion full Fees will remain payable for the Term in which it occurs.

## 11. TEMPORARY CLOSURE

If the School has to close temporarily due to circumstances beyond the School's control, the School will use reasonable endeavours to continue to provide educational services, but the School Term will not be extended, nor will any part of the Term's fees be refunded.

## 12. EXAMINATIONS

The Head shall have the right not to enter a Pupil for an examination if, in the opinion of the Head after due deliberation, it is deemed not in the Pupil's best interest to do so, or if Fees remain outstanding.

## 13. RESIDENCE OF PUPILS

The Pupil must have the right to study at the School and must live with a Parent or guardian or other person approved

by the Head or in a School boarding house. Any changes to the Pupil's domestic or immigration status must be notified in writing to the Head immediately.

## 14. GUARDIANS

Pupils whose parents are overseas must have a guardian in this country (UK). Parents must notify the School of the name and address of the guardian.

## 15. MEDICAL CONDITIONS AND SPECIAL EDUCATIONAL NEEDS

- (a) The Parent will supply details of the Pupil's health and medical conditions and any allergy, disability, or special educational need in the form requested by the School. The Parent will notify the School immediately if there are any changes to the information supplied or if the Pupil contracts any medical condition specified to the Parent by the School or is diagnosed with any allergy, disability or special educational need.
- (b) The School may require the Parent to keep the Pupil away from School or School activities for medical reasons. During any such period, the School will provide work as appropriate.

## 16. PARENTAL RESPONSIBILITY AND COURT ORDERS

- (a) The Parent will notify the Head immediately of any parental responsibility agreement, undertaking or court order relating to the Pupil (e.g. residence, contact, prohibited steps, specific issues or periodical payments) and send the Head a copy of the same. In the absence of any such court order, the School will treat each person with parental responsibility as having equal rights to receive relevant information about the Pupil on request (unless in the Head's considered view it is not in the Pupil's best interests to do so).
- (b) In signing any form of consent requested by the School, the Parent or person with whom the Pupil lives is responsible for ensuring that all other consents required by law have been obtained.

## 17. COMPLAINTS

Complaints will be dealt with in accordance with the Trust's published procedure in force from time to time, a copy of which can be obtained from the School office or the School website.

## 18. INSURANCE

Pupils' personal property is not covered by the Trust's insurance when on School premises. Neither the Trust nor the School accepts responsibility for loss or damage to a Pupil's personal property on the School premises or on School visits.

## 19. COMMUNICATION

Parents and the Payer will inform the School promptly of any changes to the details contained in the Acceptance Form including email addresses and other contact details.

## 20. DATA PROTECTION

Personal data provided by or relating to the Parent, Payer or Pupil will be used by the Trust and/or the School for the purposes explained in the Trust's privacy notice, which is at [www.gdst.net/privacy-notice](http://www.gdst.net/privacy-notice)

## 21. VARIATION OF THE TERMS AND CONDITIONS OF THE AGREEMENT

The offer and acceptance of a place are both made on the basis that any successful school needs to develop and that the Trust may make reasonable changes to these Terms and Conditions on giving at least one Term's notice in writing.

F7/S20

**G D S T**  
GIRLS' DAY SCHOOL TRUST

The Girls' Day School Trust, 10 Bressenden Place, London, SW1E 5DH

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