

Standard Terms & Conditions

Rossall School
Fleetwood, Lancashire FY7 8JW

PLEASE RETAIN THESE TERMS AND CONDITIONS FOR YOUR INFORMATION

1. Definitions – Unless the context otherwise requires:-

- (a) **“Parent(s)”** means any one or more of the persons referred to in clause 4 (c) below jointly and severally.
- (b) **“School”** means the Corporation of Rossall School incorporated under Royal Charter and known as Rossall and/or the Headmaster and/or those to whom any of the duties or functions of the Headmaster have been delegated.
- (c) **“Pupil”** means the pupil named in the Acceptance Form.
- (d) **“Term”** means each of the three terms in the School Year – Michaelmas, Lent and Summer. The duration of a term is determined by the Headmaster. The School Year is deemed to start on 1st September. A term is deemed to start at 0830 hours on the first day for day pupils and 2000 hours on the previous day for boarders and to end at 1200 hours on its final day.
- (e) **“Fees”** means School Fees at the rate which is set from time to time and current at the start of each term together with any extras. Fees include tuition, board, lodging and laundry (where applicable) and most games activities and any deposit paid and any scholarship or bursary which has become repayable. Extras include items reasonably incurred by a pupil or by the School on behalf of a pupil and for these purposes a pupil is the agent of the parents.
- (f) **“Information Sheet”** means the written information (excluding the Prospectus) which the School sends out from time to time and which forms part of these terms and conditions.

2. Entry to Rossall

- (a) **Formal Agreement** – The offer of a place and the parents' acceptance are or will normally be set out in a letter of offer from the School and the prescribed Acceptance Form signed by the parents which together constitutes a formal agreement. The agreement is made on the basis of these terms and conditions which may be varied from time to time as circumstances require. In entering this agreement the parents consider it to be both necessary and of benefit to the pupil to attend the School. Unless earlier terminated in accordance with these terms and conditions the agreement continues until the end of the year in which the pupil completes their Sixth Form studies. Entry to the School is at all times in the discretion of the Headmaster.
- (b) **School Rules and Discipline** – The parents and the pupil will comply with all rules, regulations and customs in relation to the organisation, management and disciplines of the School from time to time. The Headmaster is responsible for the care and good discipline of the pupils will accept the authority of the Headmaster at all times.

3. Registration Fee and Deposit

- (a) **The Registration Fee** – is payable at the time of the original registration and will not be refunded under any circumstances.
- (b) **The Acceptance Deposit** – is payable when the parents return the Acceptance Form to the School. Until the pupil leaves, the School has the right to apply deposits to all proper purposes of the School and/or to any unpaid account of pupils within the same immediate family. Any surplus will be refunded on leaving. The deposit will not accrue interest and will not be refunded in the case of absence through sickness or any other cause except the failure of a pupil to satisfy the School's entry requirements.
- (c) **Additional Deposits** – Parents who reside outside England and Wales may be required to pay a deposit amounting to one term's fees and anticipated extras. Parents who have paid fees late or whose fees are overdue may also be required to pay a similar deposit. Parents who have given notice to withdraw a pupil may be required to pay a deposit against extras and any other liability. Additional deposits do not accrue interest and any surplus will be refunded on leaving.

4. Fees and Extras

- (a) **When Payable** – Whether or not the School holds a deposit fees are due and payable **7 days before the first day of term**. Time is of the essence. A pupil whose account has not been paid in full by the start of a term may then or later be excluded from the School until full payment has been made. Extras and damage will be invoiced as they arise or at the end of the term when incurred.
- (b) **Review of Fees** – Fees are normally reviewed once per year. Any increase in fees will usually be upon two months notice but the right is reserved to increase fees at any time without notice and without any other terms and conditions being affected.
- (c) **By Whom Payable** – The liability to pay fees is the joint and several liability of the pupil and of each person who has signed or is named in the Acceptance Form as father, mother, step-parent, guardian or pupil and/or every person who has from time to time paid or guaranteed payment of fees in respect of the pupil whether as principal, agent or trustee and/or every person having legal or de facto responsibility for a pupil and who has acquiesced (other than solely as supervising adults) in returning the pupil to the School.
- (d) **Lien** – the School has the right to exercise a lien over any property of the pupil at School premises at any time when there are unpaid fees. The School will be entitled to dispose of or sell such property privately or by auction after 21 days from the date when the School posts to any one parent by Recorded Delivery at the last known address a Notice of Intention to Sell.
- (e) **Scholarships and Bursaries** – Any scholarships and bursaries and any ex-gratia awards or allowances which may have been made may be withdrawn if in the opinion of the headmaster and the Council of the Corporation of Rossall School the aims and objectives of the scholarship or the bursary are not being met and the right is reserved to require repayment in full in the event of the pupil being withdrawn with or without notice or removed from the School.
- (f) **Refund and Appropriation of Fees** – Fees including pre-paid consumables (whether or not consumed) will not be remitted for absence through sickness or any other cause. In particular, no claim shall arise for remission of fees if for any reason a term is shortened or a vacation extended. The School reserves the right of appropriation of all payments that are made on behalf of a pupil belonging to the same immediate family.

5. Events requiring notice in writing

Parents must give notice in writing in the circumstances and in the manner described below.

- (a) **Cancelling Acceptance** – A term's written notice is required if parents cancel their acceptance of a place prior to the pupil entering the School or a term's fees will be payable in lieu.
- (b) **Withdrawal of the pupil** – Parents must give a term's written notice before withdrawing the pupil from the School (including withdrawal after the pupil has sat GCSE) or a term's fees will be payable in lieu.
- (c) **Discontinuing an extra** – A term's written notice is required if the pupil is discontinuing any course of tuition which has been or is normally charged as an extra.
- (d) **Change in Boarding** – A term's written notice is required to change from full boarding to day or a term's difference will be payable in lieu.
- (e) **Written Notice** – Notice must be given in writing to the Headmaster or Commercial Director. Notice given orally or given in writing by or to any other person will not count as good notice. Notice takes effect only when the School sends written confirmation of receipt.
- (f) **Waiver** – Any waiver of the requirements of this clause will be effective only when written and signed by the Headmaster and if the Headmaster accepts a provisional notice it is valid for only one term at a time and only if accepted in writing.

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6. Removal of a Pupil

- (a) **Circumstances** – The Headmaster has the right to request parents to remove a pupil from School where, in the opinion of the Headmaster, such is in the interests of the pupil and/or the School or where fees are unpaid and the pupil has been excluded. There will be no refund of fees for the balance of the term when such request is made but the parents will not be liable to pay a term's fees in lieu of notice.
- (b) **Discretion** – The decision to request removal of the pupil from the School and the manner and form of any announcement shall be the sole discretion of the Headmaster. Under no circumstances shall the School be required to divulge to parents any confidential information or the identities of pupils or others who have given information which has led to the request or which the Headmaster has acquired during an investigation.
- (c) **Re-admission** – A pupil who has been withdrawn, excluded, suspended or expelled from the School has no right to enter School premises without written permission of the Headmaster.

7. Recovery of Unpaid Fees

- (a) **Interest** – The right is reserved to charge interest at 2% per month on unpaid fees.
- (b) **Costs** – All costs incurred in the collection of unpaid fees including the School's administrative costs and any costs and disbursements paid to solicitors acting on behalf of the School shall be recoverable in full.

8. Special Circumstances

- (a) **Court Orders and Precautions** – The Headmaster must be notified in writing immediately of any court orders in relation to the child for example as to parental responsibility, residence, contact, prohibited steps, specific issues or periodical payments. It is the responsibility of the parent to inform the Headmaster immediately and in writing and by a personal visit in case urgency if the School is required to take any special precautions for the protection of the pupil or if circumstances arise such that any parent may be unable to pay fees in the future.
- (b) **Emergency Medical Treatment** – The parents hereby grant to the Headmaster authority to give consent in loco parentis to the carrying out of any emergency medical treatments or procedures which are certified by a medical practitioner to be necessary to the safety of the pupil.
- (c) **Medical Supervision** – The Headmaster may at any time at the expense of the School require a medical certificate from the pupil's general practitioner or a urine test under medical supervision to establish the presence or otherwise of an illegal substance. The Headmaster must be notified in writing of any existing or new medical condition or infectious or contagious disease or illness; for the duration of any disease or illness the School will not permit the pupil to remain at the School without the consent of the School's medical advisor.
- (d) **Special Learning Difficulties** – We will notify you if it appears that the pupil is falling behind with studies. Extra tuition can be arranged but other than for pupil's who have been accepted into the School's unit for pupils with special learning difficulties the School does not undertake to diagnose conditions such as dyslexia or poor visual acuity or to provide remedial teaching. The School will, on request, advise parents as to how they may, at their own expense, obtain specialist advice.
- (e) **Parent absent from the UK** – If a parent is not normally resident in the United Kingdom or will be absent from the United Kingdom for more than 48 hours during term time, the Headmaster must be notified in writing of the name, address and telephone number of a guardian resident in the United Kingdom who is acceptable to the Headmaster.
- (f) **Concerns / Complaints** – Parents who have cause for concern in relation to the care, discipline or progress of a pupil must inform the Headmaster without delay and in writing.
- (g) **Examinations** – The School will enter a pupil for an examination only if the Headmaster is satisfied that such is in the best interests of the pupil.

9. Insurance

- (a) **Personal Property of the Pupil** – Parents are required to make certain that their own insurance will cover the pupil's personal property whilst at the School or on the way to and from School or on any other School sponsored activity away from School.
- (b) **Non Agency** – The School does not undertake to provide or maintain any insurance covers beyond those prescribed by Law and in no circumstances will the School be constituted agents of the parents for insurance purposes. Parents must in each case satisfy themselves that the pupil has the cover required.

10. Intellectual Property Rights

- (a) **Copyright** – The School acknowledges that the copyright in a work of which the pupil is the sole author shall vest in the pupil. The copyright in work produced in collaboration with others where the contribution of each author are not distinct shall be held by the joint-authors as tenants in common. The School acknowledges the right of the pupil to assert his rights, generally, to be identified as the author of any such work.
- (b) **Patent** – The School shall honour the right of the pupil to be named as the inventor in any application for a patent relating to an invention devised solely by the pupil and as the joint inventor in any application for a patent relating to an invention devised jointly by the pupil and any other person.

11. General Conditions

- (a) **Waiver** – Any indulgence, relaxation or non-enforcement by the School of its rights under these terms and conditions shall not act as a waiver and shall be without prejudice to those rights.
- (b) **Progress reports** – A report on each pupil will be sent to parents at the end of each term. Information provided to parents and others concerning the progress of a pupil and the pupil's character, examination, further education and career prospects and any references will be given in good faith but without liability on the part of the School.
- (c) **Variations** – The School may in its discretion and on such notice (if any) as the School considers reasonable vary any or all of these and its other terms and conditions from time to time. The School reserves the right to make alterations at any time in the way in which the School is run, to the situation of the School and any part of it and to any aspect of the School without reduction in fees.
- (d) **Prospectus** – In the prospectus are set out some details of the School, its history and facilities. Although the contents are believed to be accurate at the time of printing nothing contained in the prospectus shall form part of any agreement between the School and the parents or any other person and the parents confirm they have not relied on its contents in entering into this agreement.
- (e) **Address for Correspondence** – Each written communication shall be addressed to one or more individuals and sent ordinary first class pre-paid post or handed personally to the addressee. The address of the School is **Rossall School, Fleetwood, Lancashire FY7 8JW**. The postal address of the parent or any other person is deemed to be the address given on the Acceptance Form or (if different) the address shown on the School's Entry List or the last known address of the addressee.
- (f) **Interpretation** – Headings and sub-headings are for ease of understanding only and do not form any part of these terms and conditions. This document will be construed as a whole and in conjunction with the Acceptance Form and any information sheets.
- (g) **Proper Law and Forum** – The Proper Law of this Agreement shall be that of England and the parties shall submit to the jurisdiction of the English Courts.