

STANDARD TERMS AND CONDITIONS

1. Definitions – Unless the context otherwise requires:-

- (a) “*Parents*” means any one or more of the persons referred to in clause 4(c) below jointly and severally.
- (b) “*School*” means (as the context requires) Trinity School as now or in the future constituted and/or the Head and/or those to whom any of the duties or functions of the Head 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 Autumn, Spring and Summer. The duration of a term is determined by the Head. 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 1700 hours on the previous day for boarders and to end at 1200 hours on the final day or, in the Summer Term, on completion of Speech 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 any deposit paid and any scholarship or bursary which has become repayable.
- (f) “*Information sheet*” means the written information (excluding the Prospectus) which the School sends out to parents from time to time and which is stated to form part of these terms and conditions.
- (g) “*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.

2. Entry to the School

- (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 constitute 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.
- (b) *School Rules and Discipline* – The parents and the pupil will comply with all rules, regulations and customs in relation to the organization, management and disciplines of the School from time to time. The Head is responsible for the care and good discipline of the pupils and for all matters affecting the day to day running of the School including exclusion, suspension or expulsion of a pupil. The parents and the pupil will accept the authority of the Head at all times.

3. Registration Fee and Deposits

- (a) *Registration Fee* – is payable at the time of original application 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 boarding 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

- (a) *When Payable* – Whether or not the School holds a deposit, fees are due and payable before the first day of term. Time is of the essence and payment of the fees is a condition precedent to the School’s liabilities under this agreement. Accordingly 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 three months notice but the right is reserved to increase fees at any time without notice and without any other of the terms and conditions being affected.
- (c) *By Whom Payable* – The liability to pay fees is the joint and several liability of each person who has signed or is named in the Acceptance Form as father, mother, step-parent, guardian or pupil and/or any 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 adult) 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 or sell such property privately or by auction after 21 days from the date when the School posts to any one parent by first class post at the last known address a Notice of Intention to Sell.
- (e) *Installment Arrangements* – If the School should agree to accept payment of part or all of the fees by installments the same shall be regarded as an arrangement only which may be cancelled by the School on 30 days written notice and thereupon any amount of fees which (but for the installment arrangement) would have been due shall become due and payable forthwith as a debt and the remainder of these terms and conditions shall apply accordingly. An administration charge will be made in respect of any installment arrangement.
- (f) *Scholarships and Bursaries* – Any scholarships and bursaries and any ex gratia awards or allowances which have been made may be withdrawn if in the opinion of the Head and the Board of Governors the aims and objectives of the scholarship or bursary etc., 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.
- (g) *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 pupils belonging to the same immediate family.
- (h) *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
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5. Events Requiring Notice in Writing

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

- (a) *Withdrawal of the Pupil* – Parents must give a term’s written notice to the Head or the Bursar before withdrawing the pupil from the School or a term’s fees will be payable in lieu.
- (b) *Discontinuing an Extra* – A term’s written notice to the Head or the Bursar or payment in lieu is required if the pupil is discontinuing any course of tuition which has been or is normally charged as an extra.
- (c) *Written Notice* – Notice must be given in writing to the Head or the Bursar. Notice given verbally 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.
- (d) *Waiver* - Any waiver of the requirements of this clause will be effective only when written and signed by the Head or Bursar and if the Head accepts a provisional notice it is valid for only one term at a time and only if accepted in writing

6. Removal of a Pupil

- (a) *Circumstances* – The Head has the right to request parents to remove a pupil from the School where, in the opinion of the Head, 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 the removal of the pupil from the School and the manner and form of any announcement shall be in the sole discretion of the Head. Under no circumstances shall the School be required to divulge to parents any confidential information or the identities of pupils or others who have been given information which has led to the request for removal or which the head has acquired during an investigation.
- (c) *Re-Admission* – A pupil who has been withdrawn, excluded, suspended, removed or expelled from the School has no right to enter School premises without permission of the Head.

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 from the parents.

8. Special Circumstances

- (a) *Court orders and Precautions* – The Head must be notified in writing immediately of any court orders in relation to the child.
- (b) *Emergency Medical Treatment* – The parents hereby grant to the Head 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 Head 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 Head 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 adviser.
- (d) *Special Learning Difficulties* – The School will notify the parents if it appears the pupil is falling behind with studies. Extra tuition can be arranged but other than for pupils who have been accepted into the School’s Unit for pupils with special learning difficulty the School does not undertake to diagnose conditions such as those relating to dyslexia or poor visual acuity or to provide remedial teaching. The School will, on request, advise parents as to how they may, at their expense, obtain specialist advice.
- (e) *Parent Absent from 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 Head 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 Head.
- (f) *Concerns/Complaints* – Parents who have cause for concern in relation to the care, discipline or progress of a pupil must inform the Head without delay and in writing.
- (g) *Examinations* – The School will enter a pupil for an examination only if the Head is satisfied that such is in the best interests of the pupil.
- (h) *Special Tuition* – The School is entitled to refuse to allow a pupil to attend special tuition (for example, music lessons) during school hours if the Head believes it would not be in the best interests of the pupil. If special tuition causes pupils to miss timetabled classes, the School is under no obligation to provide remedial teaching.

9. Insurance

- (a) *Personal Property of 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 or from School or on any School sponsored activity away from the 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 agent of the parents for insurance purposes. Parents must in each case satisfy themselves that the pupil has the cover required.

10. 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/secondary schooling. However, the School shall not be obliged to permit your child to enter the senior or sixth form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the senior or sixth form after the results of Entrance or GCSE or equivalent examinations are known, and may make entry to the senior or sixth form conditional upon the results of such examinations.

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 of 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 a 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 to 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 person and the parents confirm that 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 by ordinary first class pre-paid post or handed personally to the addressee. The postal address of the School is Trinity School, Buckeridge Road, Teignmouth, Devon TQ14 8LY. The postal address of the parent or any other persons 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 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 Wales and the parties shall submit to the jurisdiction of the English Courts.
- (h) *Data Protection* – Data concerning pupils and parents is held by the School for the purposes of administration and assessment. In normal circumstances, it will not be released to third parties without the consent of the parent or pupil concerned.
- (i) *Personal Information* – The Parents and Pupil hereby consent to the use by the School (without payment to the Parents or Pupil) of photographs of the Pupil or reference to the Pupil’s achievements for publicity purposes (for example in the School’s prospectus or on its Website).