



READING SCHOOL

BOARDING TERMS AND CONDITIONS

1. Introduction

Terms and Conditions: These terms and conditions, together with the letter of offer, Acceptance Form and Fees List, form the basis of a legally binding contract between the Parents and the School for the provision of boarding services. Any waiver to these terms and conditions is effective only if given in writing by the Headmaster personally. Nothing in these Terms and Conditions affects the statutory rights of parents.

Changes at the School: if the legal status of the School changes, the School's rights and obligations under these Terms and Conditions will be deemed assigned to the new entity. Parents will be consulted and/or given adequate notice of any significant proposals or change of policy likely to affect boarding at the School.

2. Definitions

The School: means Reading School, a company limited by guarantee, as now or in the future constituted (and any successor).

The Headmaster: means the person appointed by the Board of Governors to be responsible for the Boarder and the expression includes those to whom any of the duties of the Headmaster or the School have been responsibly delegated including Boarding Staff and House Matrons whenever appropriate.

The Parent(s): means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at the School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Parents are expected to give their support and encouragement to the aims of the School and to uphold and promote its good name; to continue the Boarder's education at home and to ensure that the Boarder maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.

Parental Responsibility: those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.

The Boarder: means the child named on the Acceptance Form.

Term: the school year is split into 3 terms as set out in the Calendar circulated to all Boarders.

3. Care and Discipline

- a) **Headmaster's Authority:** The Parents authorise the Headmaster while in *loco parentis* acting on behalf of the Boarder, to take and/or authorise in good faith all decisions that safeguard and promote the Boarder's welfare.
- b) **Physical contact:** Parents give consent to such physical contact as may be lawful, appropriate and proper for providing comfort to a boarder in distress or to maintain safety and good order or in connection with the Boarder's health.
- c) **Medical information:** The Parents must, as soon as possible, disclose to the School in writing of any known medical conditions, health problem or allergy affecting the Boarder, if the Boarder has been in contact with anyone with an infectious or contagious disease or any family circumstances or court order which might affect the Boarder 's welfare or happiness.
- d) **Emergency medical treatment:** The Headmaster may consent on behalf of the Parents to the Boarder receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations performed by the National Health Service and where certified by a person who is appropriately qualified as necessary for the Boarder's welfare if the Parents cannot be contacted in time.
- e) **Communication with the Parents:** Communication from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents. This does not apply to the cancellation of a place or the withdrawal of the Boarder from the School. Any notice of cancellation or notice of withdrawal of the Boarder shall be made by both Parents.
- f) **Visits Home:** In order to preserve and enhance the boarding family, boys are expected to remain in boarding every night during the week. We understand that some boys may have external commitments such as extra music or sports training in which case it might be easier if they go home, however, this will be limited to one night per week unless there are exceptional circumstances. The Director of Boarding (Headmaster) will use his discretion on whether a circumstance is deemed to be exceptional.
- g) **Conduct and Attendance:** The Boarder is expected to take a full part of the activities in Boarding, to be punctual, to work hard, and to behave at all times with consideration for others.
- h) **Special Precautions:** The Headmaster needs to be aware of any matters that that are relevant to a boarder's security and safety. The Headmaster must therefore be notified in writing immediately of any court orders or situation of risk in relation to a boarder for whom any special safety measures may be needed. A Parent may be excluded from

the School premises if the Headmaster, acting in a proper manner, considers such exclusion to be in the best interests of the Boarder or the School.

- i) **Weekly Boarding:** Boarders at Reading School are weekly boarders. They are expected to arrive in the boarding house from 6.00pm on a Sunday evening or a Monday morning should this be preferred. Boarders are expected to depart on a Friday evening after school activities. Boarders are able to stay over on a Friday night in certain circumstances. These include when they are representing the school, participating in a trip or other welfare reasons which have been agreed in advance with their Housemaster. In all instances, the boarding houses will close at 10am on Saturday mornings and all boarders must have departed by this time.

4. Admission and Entry

- a) **Admission:** Admission occurs when the Parents accept the offer of a place. Entry occurs on the date when the Boarder attends the School for the first time under these terms and conditions.
- b) **Deposit:** A deposit as shown on the Fees List for the relevant year is payable when the Parents accept the offer of a place. The deposit will be repaid without interest, net of any outstanding charges, when the Boarder has left the school. Until repaid the deposit will form part of the Boarding Funds in the School Accounts.
- c) **A Level Courses:** It is assumed that a Boarder will, subject to conduct and academic ability, progress through the school and complete Year 13. The Parents must give a term's notice in writing (i.e. before the start of the Summer Term) in accordance with the provisions about notice in these terms and conditions if it is not the Boarder's and their intention for the Boarder to continue into the Sixth Form, unless the Boarder has been unable to satisfy the Sixth Form entry requirements. If such notice is not given, a term's Fees in lieu of notice will be payable.

5. Fees and Extras

- a) **Fees:** may include alone or in any combination board and lodging and associated direct and indirect costs including but not limited to staff costs, utilities, maintenance and capital improvements, extras such as Boarders' Trips, insurances, House fees, or damage where the Boarder alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) or late payment charges if incurred. Fee income relates directly to the costs of the Boarding Department and is not used to subsidise teaching and curriculum costs which are fully funded by the Department for Education.
- b) **Payment of Fees:** Fees for each term are due and payable as cleared funds before the first day of the term to which they relate. Fees will not be refunded or waived for absence through sickness, or if a term is shortened or a vacation extended, or if a Boarder is released home for study leave or public examinations or any other cause except at the sole discretion of the Headmaster.

- c) **Responsibility for Payment:** The Parents undertake to pay the Fees applicable to each term directly to the School. The School may withhold information or property while fees are overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Boarder.
- d) **Payment of Fees by a Third Party:** An agreement with a third party to pay the fees does not release the Parents from liability if the third party defaults and does not affect the operation of any of these terms and conditions unless an express release has been given in writing and signed by the Headmaster. The School reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.
- e) **Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, the School reserves the right to make late payment charges composed of simple interest calculated on a daily basis subject to a minimum charge of £50.00 on Fees which are unpaid. Any sum tendered that is less than the sum due and owing may in any event be accepted by the School on account only. The Parents shall also be liable to pay all costs, fees and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees.
- f) **Instalment Arrangements:** An agreement by the School to accept payment of current and/or past and/or future Fees by standing order or direct debit or any other arrangement for fees by instalment is concessionary and will be subject to separate agreement between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.
- g) **Remissions:** The Governors have very limited resources to support families who experience financial difficulties once their sons have started as boarders at Reading School. The Governors are not permitted to use the General Annual Grant for the funding of the curriculum to fund the Boarding Department, nor are they allowed to place a premium on boarding fees to fund bursaries or remissions. The School operates a remittance policy in line with DfE guidelines as varied from time to time. Parents encountering a change in circumstances should contact the School at the earliest opportunity to discuss what options may be available. Any Remissions offered will be means tested and reviewed regularly.
- h) **Fees increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase they may give to the School written notice of withdrawal of the Boarder within 21 days and will not be liable to pay Fees in Lieu of Notice. The Acceptance Deposit will be refunded without interest less any sums owing to the School.

6. Events Requiring Notice in Writing

a) Definitions:

Notice means (unless the contrary is stated in these Terms and Conditions) a term's notice in writing given by all those who have signed the Acceptance Form before the first day of term addressed to and actually received by the Headmaster personally. No other notice will suffice. Notice must be hand delivered or sent by special or guaranteed delivery post to the School address. It is expected that the Parents will consult with the Headmaster before giving Notice to withdraw the Boarder.

Term means the period between and including the first and last days of each school term.

A term's written notice means Notice given before the first day of a term and expiring at the end of that term. A Term's Written Notice must be given if the Parents wish to cancel a place after acceptance or if the Parents wish to withdraw the Boarder who has entered the School; or if, following the GCSE year, the Boarder will not return for the following year.

Fees in lieu of notice means Fees in full at the rate applicable for the next term and not limited to the parental contribution in the case of a scholarship or bursary. This rule is necessary to promote the stability, forward planning, proper resourcing and development of boarding at the School.

- b) **Cancellation:** means the cancellation of a boarding place at the School which has been accepted by the Parents and which occurs before the Boarder enters the School or where the Boarder does not enter the School.
- c) **Cancelling Acceptance:** The deposit will be retained by the School if for any reason acceptance of the place is cancelled before the Boarder joins the School where a Term's Written Notice of cancellation has been given. If less than a Term's Written Notice of Cancellation has been given (other than where a candidate for 6th Form entry fails to meet the entry requirements) a full Term's Fees at the rate payable for the term of entry less the deposit will be payable as a debt. Cases of serious illness or genuine hardship may receive special consideration in written request. A cooling off period of 14 days applies from the date of acceptance. If notification of cancellation is received within this period, a full refund of the deposit will be made. If within the 14 day cooling off period, the student starts at Reading School and subsequently decides to leave, then the school will retain the deposit.
- d) **Withdrawal:** means the withdrawal of the Boarder from Boarding with or without Notice required under these terms and conditions at any time after the Boarder has entered the School. [A decision to withdraw from Boarding shall, for these purposes, be treated as a withdrawal from the School.]
- e) **Withdrawal from Boarding:** If the Boarder is withdrawn on less than a Term's Written Notice, Fees in lieu of notice less the deposit will be immediately due and payable as a debt unless the place is filled immediately and without loss to the School. The main reason for these rules is to ensure that the Boarding Department has sufficient notice with which to plan fee levels and admissions.

7. Exclusion of a Boarder

- a) **Exclusion:** The Boarder may be excluded on a temporary or permanent basis in line with the School disciplinary policy. In such event the Boarder has no right to enter the school premises without the written permission of the Headmaster for the period of the exclusion.
- b) **Fees during exclusion:** If the Boarder is permanently excluded, there will be no refund of the deposit or of Fees for the current or past terms. There will be no charge to Fees in lieu of notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable. If the Boarder is temporarily excluded, there will be no refund of Fees over the period of an exclusion.

8. Events beyond the control of the parties

- a) **Force majeure:** An event beyond the reasonable control of the parties to this agreement is a Force Majeure Event and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- b) **Notification:** If either party to this agreement is prevented from or delayed in carrying out its obligations under this agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- c) **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause b) above shall notify the other of the steps to be taken to ensure performance of this agreement.
- d) **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause b) may terminate this agreement by providing at least three working days' notice in writing to the other party.

9. General Conditions

- a) **Boarding and Day Status:** there is no right to transfer from boarding to day status.
- b) **EducationGuardians:** The Parents if resident outside the United Kingdom, must have an education guardian for the Boarder in the United Kingdom who has been given legal authority to take full responsibility for the Boarder when not at school and who can, if necessary, come to the School at short notice. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian and shall from time to time provide the School with up to date contact details for the appointed education guardian.

- c) **Data protection:** By signing the Acceptance Form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and so far as they are able on behalf of the Boarder authorise the School to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the School.
- d) **Consumer protection:** Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words alone or in combination infringe the Unfair Terms in Consumer Contracts Regulations 1999 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
- e) **Third party rights:** Only the School and the Parents are parties to this agreement. Neither the Boarder nor any third party is a party to it. No person other than a party to this agreement shall have any rights to enforce any term of this agreement.
- f) **Representations:** The School's prospectus and website describe the broad principles on which the School is operated and gives an indication of its history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the School
- g) **Liability and Insurance:** The School does not, unless negligent, accept responsibility for accidental injury or other loss caused to the Boarder or the Parents or for loss or damage to property. The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of the Parents including sickness and accident insurance, or insurance of the Boarder's personal property whilst at School.
- h) **Interpretation:** these terms and conditions supersede those previously in force and will be construed as a whole. Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of the terms and conditions.
- i) **Jurisdiction:** This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Reading School: a Company Limited by Guarantee
Registered in England No: 07475515
Registered Office: Reading School, Erleigh Road, Reading, RG1 5LW