



Manchester High School for Girls

Grangethorpe Road, Manchester, M14 6HS

Standard Terms & Conditions

Manchester High School for Girls

Terms & Conditions

A Introduction

1 **Terms and Conditions:** These Terms and Conditions reflect the custom and practice of Independent Schools for many generations and together with:

- 1.1 the letter of offer;
- 1.2 the conditions of award, if applicable;
- 1.3 the acceptance form; and
- 1.4 the fees list

they form the basis of a legal contract for educational services. The Terms and Conditions are intended to promote the education and welfare of each Pupil and the stability, forward-planning, proper resourcing and development of Manchester High School for Girls.

2 **Variations:** These terms and conditions, the Conditions of Award (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the School.

3 **Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out at **Sections H & I** below.

4 **Managing Change:** Manchester High School for Girls, as any other school, is likely to undergo a number of changes during the time your child is a Pupil here. Please see **Section K** for further details of the changes that may be made and the consultation and notice procedures that will apply.

B Terminology

5 **"The School"/"We"/"Us"** means Manchester High School for Girls, which includes the Senior School and the Preparatory department, acting by the Governing body now or in the future constituted (and any successor). The School is constituted as charitable company limited by guarantee.

6 **"School Governors"/"Governing Body"** means the Governors of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School.

7 **"The Head"** is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head or of the Governing Body have been delegated.

8 **"The Parents"/"You"** means any person who has signed the Acceptance Form. Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the School, the Parents and the third party. Please also see clause 95 and 111.

9 **Parental Responsibility:** Those who have "Parental Responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child. 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 Pupil's education at home and to ensure that the Pupil maintains appropriate standards of punctuality, attendance, behaviour, diligence, language, discipline and dress.

10 **"The Pupil"** is the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with UK custom.

C Admission and Entry to the School

11 **Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. **"Admission"** occurs when Parents accept the offer of a place. **"Entry"** is the date when a Pupil attends the School for the first time under this contract.

12 **Equality:** The School is a mainstream, day school for girls aged from 4 - 18 years. The School welcomes staff and children from many different ethnic groups, backgrounds and

creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but We will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants Pupils and members of the staff who have disabilities for which, after reasonable adjustments, We can cater adequately.

13 **Offer of a Place and Deposit:** A deposit ("**Acceptance Deposit**") as shown on the Fees List for the relevant year will be payable when Parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the School (subject to sums being retained by the School if loaned library books, text books, and travel advances are not returned/repaid) and the appropriate amount then owed will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School on leaving, unless the parent wishes to donate the Acceptance Deposit to the School's Bursary Fund. The School reserves the right at any time to require a deposit of one Term's Fees to be paid by the Parents if there is a history of late or non-payment of fees.

14 **Additional Deposit:** For ease of administration, payment of an additional deposit (**Additional Deposit**) as shown on the Fees List where the Pupil's parents are resident, living or working overseas. The Additional Deposit will be repaid by means of a credit to the final payment of fees or other sums due to the School on leaving. Until credited, the deposit will form part of the general funds of the School.

15 **Immigration:** The School currently holds a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the Head when returning a completed registration form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this School and the Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a Tier 4 sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents. Please also see clause 87.

D Pastoral Care

16 **Meaning:** Pastoral care is a thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each Pupil and the integrity of the School community.

17 **Our Commitment:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others.

18 **Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by Us must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure can be supplied on request.

19 **Pupil's Rights:** The Pupil, if they are of sufficient maturity and understanding, has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural or adoptive parents. If any conflict of interests arises between a Parent and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parent.

20 **Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare.

21 **Ethos:** The ethos of this School must be such as to foster good relationships between members of the staff, the Pupils themselves and between members of the staff and Pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its staff will act fairly in relation to the Pupil and Parents and we expect the same of the Pupil and Parents in relation to the School.

22 **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a Pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare.

- 23 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:
- 23.1 any known medical condition, health problem or allergy affecting the Pupil;
 - 23.2 any history of a learning difficulty on the part of the Pupil or any member of her immediate family;
 - 23.3 any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;
 - 23.4 any family circumstances, court proceedings or court order which may be affecting the Pupil's welfare or happiness;
 - 23.5 any concerns about the Pupil's safety;
 - 23.6 any significant change in the financial circumstances of the Parents; or
 - 23.7 if it is the Parents' intention that the Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.
- 24 **Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Pupil may have.
- The School reserves the right to monitor the Pupil's use of:
- 24.1 e-mail;
 - 24.2 the internet; and
 - 24.3 mobile electronic devices.
- See also the School's policy on acceptable use of IT.
- 25 **Special Precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. The Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or of the School.
- 26 **Leaving School Premises:** Pupils are not permitted to leave the school premises during school hours without the permission of their Head of Year. If parents wish to take their daughter out of school during the normal school day then they must write a letter asking for permission, setting out specifically who will collect the Pupil and at what time. Provided a Pupil has this permission to leave the School premises a form providing the relevant details of who is picking the Pupil up and when, the mode of travel and the address and a contact telephone number where the Pupil can be contacted when not at School premises will be required. We will do all that is reasonable to ensure that your child remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if they leave School premises in breach of the Code of Conduct.
- 27 **Residence during Term Time:** The Pupil is required during term time to live with a parent or legal guardian or with an education guardian acceptable to the School. The Head must be notified in writing immediately if the Pupil will be residing during term time under the care of someone other than a parent, guardian or education guardian.
- 28 **Communication from the Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents unless there is clear evidence of a contrary view. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Pupil from the School. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 74.
- 29 **Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the

care of the Pupil.

30 **Guardians:** If the Pupil's Parents are resident outside the United Kingdom she must have an education guardian in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects, who can if necessary come to the School at short notice and to whom the School can apply for authorities when necessary. The School can accept no responsibility during half term or the holidays for Pupils whose Parents are resident abroad and the Parents and guardians of such Pupils must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents but the School may be able to assist, by providing Parents with the names of agencies or individuals who have acted as guardians in the past. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the School with up to date contact details for the appointed education guardian and shall immediately notify the School of any changes to those details.

31 **Photographs or images (including video recordings):** The School may obtain and use photographs or images (including video recordings) of the Pupil for:

- 31.1 use in the School's promotional material such as the prospectus and website or social media;
- 31.2 press or media purposes; or
- 31.3 educational purposes as part of the curriculum or extra-curricular activities.

Please see the Pupil privacy notice for more information about how the School uses photographs and videos of Pupils. The School may seek specific consent from the Parents before using a photograph or video recording of the Pupil where the School considers that the use is more privacy intrusive. Where the Pupil is of sufficient maturity (usually when aged 12 years or older) we may seek the Pupil's specific prior consent in addition to or instead of the Parents' consent. We would not disclose the name or home address of a child without the Parents' consent.

32 **Request for confidentiality:** The Parents may ask Us to keep information about the Pupil confidential. For example, You may

ask Us to not use photographs of the Pupil in promotional material or ask Us to keep the fact that the Pupil is on the School roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must write immediately to the Head requesting an acknowledgement of their letter.

33 **School Lunches:** The Pupil, if attending the Preparatory Department or Years 7 and 8 in the Senior School is required to take lunches provided by the School, unless she has a medical condition or religious dietary requirement which requires alternative arrangements to be made. A request for alternative arrangements must be submitted in writing to the Head. The cost of lunches will be charged to each invoice in advance.

34 **Pupil's Personal Property:** The Pupil is responsible for the security and safe use of all their personal property including money, mobile electronic devices, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to her by the School.

35 **Insurance:** The School undertakes to maintain those insurances which are prescribed by law. Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises. The School is not the agent of the Parents for any purpose related to insurance.

36 **School's Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property.

E Health and Medical Matters

37 **Medical Declaration:** The Parents will be asked to complete a Medical Information and Consent Form of medical declaration concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious diseases.

38 **Medical Care:** The Parents must comply with the School's Common Infectious Diseases exclusion guidelines as varied from time to time.

39 **Medical Examination:** The Pupil will have a routine medical examination with the School Doctor usually during the first year at the
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	School. We would encourage a Parent to be present but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding (usually at 12+ years). For Pupils entering the Sixth Form a medical examination is optional.	44	Progress Reports: The School monitors the progress of each Pupil and reports regularly to Parents by means of at least one written report each year.
40	Pupil's Health: The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers that necessary as a matter of professional judgement in the interests of the Pupil and/or the School. If the Pupil is of sufficient age and maturity she is entitled to insist on confidentiality which can nonetheless be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.	45	Sex Education: All Pupils will receive health, relationships and life skills education appropriate to their age in accordance with the curriculum from time to time. However, Parents may give formal notice in writing if they do not wish their child to take part in the sex education aspect of the curriculum.
41	Emergency Medical Treatment: The Parents authorise the Head to consent on behalf of the Parents to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.	46	Public Examinations: The Head may, after consultation with Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the staff or if the Pupil's attendance has fallen below the level specified in the Parent Handbook.
F	Educational Matters	47	Reports and References: Information supplied to Parents and others concerning the progress and character of the Pupil, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. Where parents are separated or divorced, reports and other information will be sent to the person with whom the Pupil normally resides. Duplicate reports will not normally be sent unless a written request has been received by the School and the School is not prevented from issuing such information by a court order or other legal process.
42	Our Commitment: The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Pupil and to provide education to at least the standard required by law in the particular circumstances. The School will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the Pupil will achieve her desired examination results or that results will be sufficient to gain entry to other educational establishments.	48	Learning Difficulties: The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
43	Organisation: We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. We will endeavour to inform the Parents of significant changes to the curriculum and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's Head of Year, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a grave concern.	49	Screening for Learning Difficulties: The screening tests available to Schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Pupil has a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves
		50	Information about Learning Difficulties: Parents must notify the Head in writing if at any

time they are aware or suspect that the Pupil has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. The Pupil's place will be cancelled, or, once the Pupil has started, the Parents will be asked to withdraw the Pupil, without further charge if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching where it is lawful to do so.

51 **Moving up the School:** Following Entry to the School, it is assumed that if the Pupil satisfies the relevant criteria at the time she will progress through the School and will ultimately complete Year 13. The relevant criteria for progression are set out in the Admission Policy current at the time for the Senior School or Preparatory Department as applicable. The Parents will be consulted before the end of the Spring Term if there appears to be any reason why the Pupil may be refused a place at the next stage of the School. 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 Section H below if they do not intend the Pupil to proceed to the next stage of the School, or a Term's Fees in lieu of Notice will be payable. Those required to give a Term's Notice include the Parents who have decided that their daughter will not be transferring from the Preparatory Department to the Senior School.

52 **School's Intellectual Property:** Where the Pupil creates a copyright work, including where the work is created jointly with a member of staff or another Pupil, the School may use that work for the purpose of promoting the interests of the School, including exhibiting it, publishing it in the School magazine or putting it or a copy of it on the School's intranet or public website.

53 **Pupil's Work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at School premises until, in our professional judgement, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. This does not prejudice the Pupil's or the Parents' right to access their personal data under data protection law. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors

outside the direct control of the Head and staff.

54 **Educational Visits:** A variety of educational visits will be provided for your child while a Pupil here. The cost of some educational visits will be charged as an extra and added to the bill. Parents' prior written consent will be required for all visits. Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. The Pupil is subject to School discipline in all respects whilst engaged in a School trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be payable by the Parents.

G Behaviour and Discipline

55 **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.

56 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules about the wearing of uniform. The Pupil will receive health and life skills education appropriate to age in accordance with the curriculum from time to time.

57 **Code of Conduct:** The Code of Conduct which applies is set out in the Parent Handbook and other documents published from time to time. The Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.

58 **School Discipline:** The Parents accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the School community as a whole. The School's policies on behaviour and discipline current at the time and published on the School website apply to all Pupils at the School and at all times when the Pupil is in or at school, representing the School or wearing School uniform, travelling to or from School, on

School-organised trips or associated with the School at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring the School into disrepute.

59 **Investigative Action:** An allegation, complaint or rumour of misconduct will be investigated. The Pupil may be questioned and or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms. The Parents will be informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, unless the School is prevented from doing so by the police if they are involved. If considered necessary, the School may make arrangements for legal representation for the Pupil to be funded at the Parents' expense.

60 **Procedural Fairness:** Investigation of an allegation, complaint or rumour that could lead to Expulsion, Removal or Withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. If a disciplinary meeting with the Head is required before a decision is taken, the School will make reasonable efforts to notify the Parents or education guardian so that they can attend. In the absence of a parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of her choice.

61 **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of Pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.

62 **Drugs & Alcohol:** The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

63 **Definitions of sanctions:** In these Terms and Conditions "**Suspension**" means that the Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Governors' Review. "**Withdrawal**" means that the Parents have

withdrawn the Pupil from the School. "**Expulsion**" and "**Removal**" mean that the Pupil has been required to leave ("**asked to leave**") the School permanently in the circumstances described below. "**Released home**" means that the Head has consented to the Pupil being away from School for a specified period of time. "**Exclusion**" means that the Pupil may not return to School until arrears of Fees have been paid.

64 **Sanctions:** The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention after school for a reasonable period, withdrawal of privileges, Suspension, or alternatively Removal or Expulsion.

65 **Expulsion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of School discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Parents will be given a copy of the review procedure current at the time. The Head's decision shall be subject to a Governors' Review if requested by the Parents. The Pupil shall remain away from School pending the outcome of the Review (see "Governors' Review" below).

66 **Fees after Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms, but the Additional Deposit, if paid, and the unspent balance of any lump sum prepayment will be refunded without interest. There will be no charge to Fees in lieu of Notice but save for any contrary provisions in any agreement made between the Parents and the School all arrears of Fees and any other sum due to the School will be payable.

67 **Removal in other Circumstances:** The Parents may be required to remove the Pupil, temporarily or permanently from the School, if, after consultation with the Parents, and if appropriate the Pupil, the Head is of the opinion that:

67.1 the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or

67.2 by reason of the Pupil's conduct or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School; or

67.3 if a one or both of the Parents has treated the School or members of its staff or any member of the School community unreasonably; then

in these circumstances, Parents may be permitted to Withdraw the Pupil as an alternative to Removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School (see "**Governors' Review**" and "**Pupil's status pending Review**" below).

68 **Fees Following Removal:** If the Pupil is removed or withdrawn in the circumstances described above, the rules relating to Fees and Deposit shall be the same as for expulsion save that the Acceptance Deposit and the Additional Deposit, if paid will be refunded in full without interest less any sums owing to the School.

69 **Leaving Status:** The expression "leaving status" has reference to whether the Pupil has been expelled, removed or withdrawn, and to the record which will be entered in to the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Head with the Parents and, where appropriate with the Pupil, at the time of the Head's decision.

70 **Governors' Review:** The Parents may ask for a Governors' Review of a decision to expel or require the removal of the Pupil from the School (but not a decision to suspend the Pupil unless the suspension is for 11 School days or more, or would prevent the Pupil taking a public examination). The Head will advise the Parents of the Governors' Review procedure current at that time when she informs the Parents of her decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

71 **Pupil's status pending Review:** The Head will advise the Parents of the procedure (current at that time) under which such a

Review will be conducted by a panel of up to three Governors (or by a panel of two Governors and an independent member if requested). If the Parents request a Governors' Review, the Pupil will be suspended from School until the Review procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head.

72 **Complaints Procedures:** A complaint as described in clause 18 above which does not involve an Expulsion or Removal of the Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

H Provisions About Notice

- see also section F "**Moving up the School**" and section G.

73 **Term:** means the period between and including the first and last dates of the relevant school term.

74 **Notice:** means (unless the contrary is stated in these terms and conditions) a Term's Written Notice given by:

74.1 both Parents; or

74.2 one of the Parents with the prior written consent of the other Parent; and

74.3 in either case the prior written consent of any other person with Parental Responsibility where appropriate

before the first day of Term addressed to and received by the Head personally or the Bursar on the Head's behalf. It is expected that the Parents will consult with the Head before giving Notice to withdraw the Pupil. **Notices must be hand delivered or sent by special or guaranteed delivery post to the School address.** The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.

75 **Provisional notice** is valid only for the term in which it is given and only when written and accepted in writing by the Head personally.

76 **Fees in lieu of Notice** means Fees in full for the term of notice at the rate that would have

applied had the Pupil attended and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession.

- 77 **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:**
- 77.1 the Parents wish to cancel the place after acceptance; or
 - 77.2 the Parents wish to withdraw the Pupil who has entered the School; or
 - 77.3 it is the decision of the Parents that the Pupil will not transfer from the Preparatory Department to the Senior School; or
 - 77.4 following the GCSE year or AS Level year, the Pupil will not return for the following year even if she has achieved the required grades.
- 78 **Cancellation:** means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil enters the School or where the Pupil does not enter the School. Please see clause 11 for details of when Entry to the School occurs.
- 79 **Cancellation Rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the School staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. In such circumstances the Acceptance Deposit and the Additional Deposit, if paid, will be refunded together with any Fees paid pro-rated if the School has provided any educational services under this agreement.
- 80 **Cancelling Acceptance:** The cancellation of a place which has been accepted can cause long- term loss to the School if it occurs after other families have taken their decisions about Schooling for their children. A genuine pre- estimate of loss is fees for between one and 5 years. Nonetheless, the School agrees

to limit the Parent's liability to:

- 80.1 a full term's fees payable for the term of Entry (not limited to the parental contribution in the case of a scholarship, exhibition or bursary, less the Acceptance Deposit, payable as a debt immediately unless the place is filled immediately and without loss to the School if less than a Term's Written Notice of Cancellation has been given. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees, or
 - 80.2 the Acceptance Deposit if more than a Term's Written Notice has been given.
- If the place is filled immediately and without loss to the School the right is reserved to retain a proportion of the Acceptance Deposit to cover the School's reasonable expenses in filling the place. Cases of serious illness or genuine hardship may receive special consideration on written request.
- 81 **Cancelling a place offered in the Term before Entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the acceptance form. If clause 79 applies the four week period shall start when the 14 day cancellation period expires. The Acceptance Deposit will then be retained by the School. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation they will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.
- 82 **Withdrawal:** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice required under these terms and conditions at any time after the Pupil has entered the School. Please see clause 11 for details of when Entry to the School occurs.
- 83 **Withdrawal by Parents:** If the Pupil is withdrawn on less than a term's notice, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question whether or not the place can be filled. The charge of a term's Fees represents a genuine pre-estimate of the School's loss in these

circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.

84 **Prior Consultation:** It is expected that a parent or duly authorised education guardian will in every case consult personally with the Head before notice of withdrawal is given.

85 **Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.

86 **Discontinuing Extras:** A term's written notice is required to discontinue extra tuition or a term's Fees for the extra tuition will be immediately payable in lieu as a debt.

87 **Termination by the School:** The School may terminate this agreement on one term's written notice sent by special or guaranteed delivery post or on less than one term's notice in a case involving expulsion or required removal. The School would not terminate the contract without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit and the Additional Deposit, if paid, would be refunded without interest less any outstanding balance of the Fees account. The School may terminate this agreement immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the School.

I Fees

88 **Meaning:** "Fee" and "Fees" where used in these Terms and Conditions may include alone or in combination any of the following charges where applicable: **Registration Fee; Acceptance Deposit; Additional Deposit; Tuition Fees; Fees for extra tuition; other extras** such as clothing and equipment, photographs and other items ordered by the Parents or the Pupil and **charges arising in respect of educational visits**, and **damage** where the Pupil 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) and **late payment charges or bank charged** arising from default of Fees payment if incurred.

89 **Payment:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. Except where a separate agreement has been made between

the Parents and the School for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the School term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.

90 **Refund/Waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction Fees will not be refunded, reduced or waived if:

90.1 the Pupil is absent through sickness; or

90.2 if a term is shortened or a vacation extended; or

90.3 if the Pupil is released home after public examinations or otherwise before the normal end of Term (provided that the School remains open to the Pupil and they wish to stay at School during that period); or

90.4 the School is temporarily closed due to adverse weather conditions; or

90.5 for any cause other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

See also **Section J** for information about the rules on events beyond the control of the parties.

91 **Exclusion for Non-Payment:** The right is reserved on 3 days' written notice to exclude the Pupil while Fees are overdue for payment or if the Parents fail to provide information reasonably requested by the School about the identity of the payer of any Fees or the source of the funds. **A Pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without Notice** twenty-eight days after exclusion and a Term's Fees in lieu of Notice will be payable in accordance with **Section H**. Exclusion on these grounds is not a disciplinary matter and the right to a Governors' Review will not normally arise. The School may also withhold any information, character references or property while Fees remain overdue where it is lawful to do so.

92 **Late Payment:** Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be

at up to 1.5% per month accruing on a daily basis which is a genuine pre-estimate of the cost to the School of a default. Cheques and other instruments delivered at any time after the commencement of Term will be presented immediately and will not be considered as payment until cleared. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim.

93 **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.

94 **Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.

95 **Payment of Fees by a Third Party:** An agreement with a third party to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The School reserves the right to refuse a payment from a third party.

96 **Indemnity:** If the School is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.

97 **Instalment Arrangements:** An agreement by the School to accept payment of current and/or past Fees by instalments, payable by direct debit, is concessionary and will be subject to separate agreement between the School and the Parents. 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.

98 **Composition Schemes** under which a lump sum prepayment for between one and five years is made by or on behalf of the Parents will be the subject of a separate contract which will provide, among other conditions, for a refund of the unused part of the prepayment in the event of the Pupil leaving earlier than expected. Fees in lieu of Notice

(where applicable) and any other sum due and owing to the School at that time will be deducted from the sum to be refunded.

99 **Scholarships & Bursaries:** Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, punctuality, work, diligence and behaviour on the Pupil's part and to the Parents' treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. The value of a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed.

100 **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 Pupil within 21 days and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit will be refunded without interest less any sums owing to the School.

101 **Information about Fees:** The Parents acknowledge that the School may make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also acknowledge that the School may inform any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.

102 **Identity of Fees payer:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

J Events beyond the control of the Parties

103 **Force Majeure:** An event beyond the reasonable control of the School or the Parents 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.

104 **Notification:** If the School or the Parents 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.

105 **Continued Force Majeure:** If a Force Majeure Event continues for a period greater

than 90 days, the party who has provided notification under clause 104 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

- 106 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 104 may terminate this contract by providing at least three working days' notice in writing to the other party.

K General Contractual Matters

- 107 **Data protection:** The School has a parent privacy notice and a Pupil privacy notice which explain how the School will use the Parent's and the Pupil's personal data. These privacy notices are provided with the letter of offer. The privacy notices are also published on the School's website. The Parents must read these privacy notices in full before signing the acceptance form. If the Pupil is going to enter Year 7 or above the Parents must show the Pupil a copy of the Pupil privacy notice and discuss it with her before accepting the offer of a place.

- 108 **Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and Regulations, the disciplinary framework, and the length of School terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

- 109 **Consultation:** It is not practicable to consult with parents and Pupils over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that parents will be consulted and where possible given at least a Term's notice

in writing of a change of ethos or culture at the School or a change of ownership which would have a significant effect on their child's education or pastoral care.

- 110 **Information for parents:** We provide parents of prospective Pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's promotional literature or in statements made by staff or Pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the School.

- 111 **Third Party Rights:** Only the School and the Parents are parties to this contract. The Pupil or any third party is not a party to it and shall not have any rights to enforce any terms of it.

- 112 **Consumer rights:** Care has been taken to use plain language in these Terms and Conditions and to explain the reasons for any of the terms that may appear one-sided. If any word/s above or in combination, infringe consumer rights law or any other provision of the law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' statutory rights.

- 113 **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.

- 114 **Jurisdiction:** This contract was made at the School and it, together with each matter relating to the provision of educational services by the School is governed exclusively by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

Manchester High School for Girls: a Company Limited by Guarantee
Registered in England, Company Number: 9665070
Registered Office: Grangethorpe Road Manchester UK M14 6HS
Registered Charity Number: 1164323

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