



# Terms and Conditions of Admission

## Introduction

These Terms and Conditions reflect the custom and practice of private schools and together with the Letter of Offer, Acceptance Form and Fees Policy, 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 our Trident Group of Schools.

Our prospectus and School website are not contractual documents.

**Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out in the Trident Fees Policy and Structure.

**Managing Change:** A Trident School, like any other school, is likely to undergo a number of changes during the time your child is a pupil here. We will ensure full parental consultation is sought before implementing any changes.

**Documents referred to:** Before accepting the offer of a place, parents and pupils have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions.

## Terminology

"The School"/"We"/"Us" means Trident as now or in the future constituted (and any successor).

"School Governors"/"Governing Body" means the Governors of the School who are the directors of Educore Services who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the Trident group of schools.

"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, and in particular the General Manager and the Heads of each section of the School.

"The Parents"/"You" means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions.

**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.

"The Pupil" is the child named on the Acceptance Letter.

## Admission and Entry to the Schools

**Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Application Form and all other admission documents have been completed and returned to us, and the nonreturnable 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" occurs on the date when a pupil attends the School for the first time under this contract.



Offer of a Place and Deposit: A deposit as shown on the Fees Policy and Structure for the relevant year will be payable when Parents accept the offer of a place. If a parent is removing their child from the school register, the school must receive a full term's notice of withdrawal – otherwise, the deposit fee will be forfeited.

Applicants to the Trident schools can expect to undertake cognitive ability testing as well as English and Maths testing before final acceptance, the results of which may be used to develop individual learning plans for each student and ensure that they are placed in the most appropriate grade for their level of development. The school reserves the right to refuse admission should it find that it cannot meet the educational needs of a student. Similarly, the school reserves the right to recommend alternative education, elsewhere, should a student develop a learning disorder diagnosed after admission, in which the school cannot extend support services, either through unavailability of such support services or the financial means to support the additional services.

It is a policy of the Trident schools that no child or young person should be placed in a classroom more than one academic year ahead or behind their peers. While children develop at varying paces, it is not just the academic and cognitive abilities that are considered important for development; the socialisation of children is an important element of their education too.

### **Pastoral Care**

Meaning: Pastoral care is a thread that runs throughout all aspects of life at Trident Schools and is directed towards the happiness, success, safety and welfare of each pupil and the integrity of the house and School community.

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. 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.

Complaints: Any question, concern or complaint about the pastoral care or safety of a pupil or any education issue or other matter connected to the School must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure can be supplied on request.

School 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.

Ethos: The ethos of this School is 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.

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. Parents also consent to their child participating in contact and non-contact sports and other activities as part of the normal School and extra-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

Disclosures: Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Pupil; any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family; or any disability, special educational need or any emotional and behavioural difficulty on the part of the Pupil; or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety or any change in the financial circumstances of parent/s of a pupil awarded a bursary by the School.

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 e-mail communications and Internet use.

**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. 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 any other member of the School community.

**Leaving School Premises:** 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 School Rules.

**Communication with Parents:** With the exception of communication regarding cancellation, withdrawal and notice of withdrawal, the School will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person unless other arrangements are made and any communication from the School to any such person as having been made to each of them.

**Photographs:** It is the custom and practice of most schools, and of this School, to include some photographs or images of pupils in the School's promotional material such as the prospectus and website. We would not disclose the home address of a child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and at registration, complete the relevant form to facilitate opt-out requests.

**Transport:** The Parents' consent to the Pupil travelling by suitably operated coach, plane, boat or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

**Pupil's Personal Property:** Pupils are responsible for the security and safe use of all their personal property including money, mobile phones, keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.

**Insurance:** 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.

**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.

## **Health and Medical Matters**

**Medical Declaration:** Before the Pupil enters the School, Parents will have completed the application form, in particular, the section concerning the Pupil's health. Parents 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. This information is critical to the health and wellbeing of all pupils in the school and the teacher of the child will be informed. In the case of a communicable disease being diagnosed, the pupil will be required to stay at home until they are fully recovered.

**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 child and/or the School. A Pupil of sufficient age and maturity 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. This can only be done with the advise of a medical practitioner in conjunction with the parents.



**Medical Information:** Throughout the Pupil's time as a member of the School, the School Nurse will hold medical information confidential and shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, "need-to-know" basis.

**Emergency Medical Treatment:** The Parents authorise the Head to consent on behalf of the Parents to the Pupil receiving emergency medical treatment.

**Medical Insurance and Payment for Treatment:** All boarding students are required to provide their own medical insurance and provide proof of this upon Admission. The School will facilitate the provision of any treatment and medication required by the student whilst in the care of the school. Any costs incurred by Mary Begg Clinic or other provider will be passed on to the parent.

## **Educational Matters**

**Our Commitment:** Within the published range of the School's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality suitable for each pupil.

**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. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils and may take into account management of friendship groups. Any Parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's teacher, or any other appropriate member of staff, as soon as possible, or contact the Head in the case of a grave concern.

**Progress Reports:** The School monitors the progress of each pupil and reports regularly to Parents by means of grades, full written reports and consultation/parents' meetings.

**Sex Education:** All pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the curriculum.

**External Examinations:** The Head may, after consultation with Parents and the Pupil, decline to enter the Pupil's name for any external examination paper(s) 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.

**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.

**Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.

**Information about Learning Difficulties:** Parents must notify the Head when completing the Application Form and subsequently if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice 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 a pupil's special educational needs. The School reserves the right to charge any additional teaching provided as an extra.



**School's Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of the Pupil in conjunction with any member of staff and/or other pupils at the School for a purpose associated with the School. The School will acknowledge the Pupil's role, and allow to be acknowledged in the creation/development of intellectual property.

**Pupil's Original Work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, practical work and computer generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. 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 on 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. 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.

**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 parents' prior consent will be sought. 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 added to the bill.

## **Behaviour and Discipline**

**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.

**Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will attend every school day unless the child is ill or for other good reason. Good reason will expressly not include revising for external examinations unless the prior consent of the School has been sought. The Parents further warrant that the Pupil will take a full part in the activities of the School, will be punctual, will work hard, will be well-behaved and will comply with the School Rules about the wearing of uniform and general appearance.

**School Discipline:** The Parents hereby confirm that they 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 disciplinary policy which is current at the time applies to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.

**Sanctions:** 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, detention for a reasonable period, withdrawal of privileges, or suspension, or alternatively being removed or expelled.

**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 Head's decision shall be subject to a Governors' Review if requested by a Parent. Parents will be given a copy of the Review procedure current at the time. The Pupil shall remain away from School pending the outcome of the Review.

**Fees after Expulsion:** If the Pupil is expelled, there will be no refund of the Deposit or of Fees for the current or past terms.





Removal in other Circumstances: Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the School, if, after consultation with the Pupil and/or Parent, the Head is of the opinion that by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School, or if a Parent has treated the School or members of its staff unreasonably. 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.

Fees Following Removal: If the Pupil is removed or withdrawn in the circumstances described above, the rules relating to Fees shall be the same as for expulsion.

### **Provisions about Notice**

Notice to be given by Parents means (unless the contrary is stated in these Terms and Conditions) a term's written notice by all who have signed the Acceptance Form given before the first day of term addressed to and received by the Head personally or signed for by the Head's secretary on the Head's behalf. It is expected that Parents will consult with the Head before giving notice to withdraw the Pupil.

"A term's notice" to be given by Parents means notice given before the first day of a term and expiring at the end of that term. A term's notice must be given in writing if the Parents wish to cancel a place which they have accepted, or if Parents wish to withdraw the Pupil who has entered the School.

Termination by the School: The School may terminate this agreement on one term's written notice sent by ordinary 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), and would offer the Parents a Governors' Review of a decision to terminate.

### **Events beyond the control of the Parties**

Force Majeure: An event beyond the reasonable control of the parties to this agreement is referred to below as 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.

Notification: If either party to the 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.

Continued Force Majeure: If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification shall notify the other of the steps to be taken to ensure performance of this Agreement.

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

### **General Contractual Matters**

Management: It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.



**Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.

**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 a 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.

**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 of a change of policy, change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care, or a change of ownership. For example, notice would be given of a proposal to remove a subject from the curriculum.



# Terms and Conditions of Admission

## Declarations by the Parents

I / We declare individually and jointly that:

I / we have read and understood and I / we agree to the School's Terms and Conditions and, where appropriate, the conditions of award of a bursary or scholarship, which will undergo reasonable change from time to time. I / We have retained a copy of the School's Terms and Conditions with our records.

I / We have already provided and will continue to provide details of any medical condition, health problem or allergy affecting my / our child; any learning difficulty, disability, or special educational need of my / our child, as well as any behavioural, emotional and / or social difficulty of my / our child (for example dyslexia, dyspraxia, attention deficit disorder, visual or hearing impairment or any condition requiring use of a wheelchair).

I / We both have parental responsibility (i.e. legal responsibility) for my / our child; I / we both agree that my / our child should attend the School and that no other person's consent is required.

I / We agree that the Deposit and application fee can be taken from payroll which will be held without payment of interest in the general account of the School in accordance with the School's Terms and Conditions referred to above (if applicable).

Name of Child: \_\_\_\_\_

Name of Parent/s or Guardian: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_