



Mill Hill

Instilling values, inspiring minds

Grimsdell | Belmont | Mill Hill School | Mill Hill International

Terms and Conditions 2018/19

Revised March 2018

1. INTRODUCTION

Terms and Conditions: these Terms and Conditions reflect the customs and practice of independent schools for many generations and together with:

- the letter of offer
- the conditions of award if applicable;
- the Acceptance Form; and
- the fees list

they form the basis of a legally binding contract between the Parents and the School for the provision of educational services. These Terms and Conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of the School. Reasonable changes may be made to these Terms and Conditions, the fees list and the conditions of award (if applicable) from time to time to reflect changes in the law or in custom and practice at the School. Please also see clause 2(h).

2. THE SCHOOL

- The School/We/Us** means The Mill Hill School Foundation which includes the Senior School known as Mill Hill School, The Mount Mill Hill International, The Preparatory School known as Belmont School and the Pre-Preparatory School known as Grimsdell acting by the Court of Governors as now or in the future constituted (and any successor). The School is constituted as a company limited by guarantee with charitable status.
- The Head** is the person appointed by the Court of Governors to be responsible for the Pupil and includes those to whom any of the duties of the Head or the School have been responsibly delegated. The expression the Head in these Terms and Conditions means, where appropriate, the Head of Mill Hill School, the Head of Belmont School, the Head of The Mount Mill Hill International or the Head of Grimsdell.
- The Court of Governors:** 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 the governance of the School.
- The Parent/s or 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. 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 interests and welfare and best interests of the child. The Parent/s 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, behaviour, diligence, language, discipline and dress.
- The Pupil** is the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with UK custom.
- Fees and Notice:** The rules concerning fees and notice are of particular importance and are set out at Sections 5 and 6 below.
- Our Aims:** The aims of the School are described in the Prospectus. In addition, the School aims to strike the balance between academic and practical work, physical education, moral and spiritual development and the pursuit of leisure activities. *The School is a private self-regulating community which respects the human rights of Pupils and their Parent/s, who*

in turn accept that the School's lawful policies, disciplines and rules must sometimes take precedence over the wishes of individuals. We are committed to high standards of teaching and care and we welcome parental contact. The School is an environment in which Pupils are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.

- Changes at the School:** 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 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 Parent/s and pupils over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that Parent/s will be consulted and provided with reasons for the change and where possible given at least a Term's notice of a change of ethos or culture, a 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 of the School. For example, notice would be given of a proposal to close a boarding house or remove a subject from the curriculum.
- Documents referred to:** Before accepting the offer of a place, Parent/s and Pupils receive a copy of the Fees List, the School Rules and the Mill Hill School Foundation Privacy Notice. Parent/s also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions.

3. CARE AND GOOD DISCIPLINE

- 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 house and school community. We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.
- Communications with Parent/s:** Communications or instructions from one of the Parent/s or any person with Parental Responsibility shall be deemed by the School to be received from both Parent/s. 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 6a.
- Head's authority:** The Parent/s 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.

d. **Disclosures:** The Parent/s 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;
- any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Pupil;
- any family circumstances or court order which might affect the Pupil's welfare or happiness;
- any concerns about the Pupil's safety;
- any change in the financial circumstances of the Parent/s in receipt of a bursary from the School;
- if it is the Parent/s' 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. This does not apply when the Pupil is boarding.

e. **Physical Contact:** The Parent/s give their consent to such physical contact with the Pupil as may accord with good practice and be appropriate and proper for teaching and instructions 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. The Parent/s 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.

f. **Emergency medical treatment:** The Parent/s authorise the Head to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parent/s cannot be contacted in time. The Parent/s must comply with the School medical officer's recommendations which may include a reasonable decision to release the Pupil home or to his / her education guardian when he/she is unwell.

g. **The Pupil's Health:** Boarding Pupils will have a routine medical examination with the School Medical Officer, usually during the first Term at the School. Arrangements can be made on request for the Parent/s to be present but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding. 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 community. The Parent/s must inform the Head in writing if the Pupil has or develops any known medical condition, health problem, disability or allergy or will be unable to take part in games or sporting activities or has been in contact with an infectious or contagious disease. The Pupil if 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.

h. **Medical Information:** Throughout a Pupil's time at the School, any School medical officer 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.

i. **Conduct and Attendance:** We attach importance to courtesy, integrity, manners and good discipline. The Pupil is expected to take a full part in the activities of the School, to attend punctually on each school day, to work hard, to be well behaved and to comply with the School Rules about the wearing of uniform. The ethos of the School is to foster good relationships between pupils and between members of 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 the Parent/s and We expect the same of the Pupil and the Parent/s in relation to the School or its staff.

j. **Pupil's Rights:** A pupil 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 and adoptive Parent/s. If a conflict of interests arises between a Parent and a 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/s.

k. **The School Rules:** Each Pupil is supplied with a copy of the School Rules giving information about the ethos and rules at the School. The purpose of the School Rules is to help every Pupil to know what is expected and to encourage courtesy and consideration for others. Each Pupil and Parent should read the School Rules before they accept the offer of a place.

l. **Provision of education:** 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 his / her desired examination results or that results will be sufficient to gain entry to other educational establishments. All pupils will receive health and life skills education appropriate to age in accordance with the curriculum from time to time unless the Parent/s have given formal notice in writing that they do not wish their child to take part in this aspect of the curriculum.

m. **Organisation of the curriculum:** We 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. We will endeavour to inform the Parent/s of changes and the reasons for them as soon as practicable. If the Parent/s have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's tutor, or other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.

4.ADMISSION AND ENTRY TO THE SCHOOL

a. **Registration, Admission and Entry:** 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-refundable registration fee paid. Admission and entry will be subject to the availability of a place and the Pupil satisfying the admission requirements at the time. "Admission" occurs when Parent/s accept the offer of a place. "Entry" is the date when a pupil attends the School for the first time under this contract.

b. **Equality:** The School is a mainstream co-educational boarding and day school for pupils aged 3-18 years. The School has a Christian ethos and welcomes staff and children from many different ethnic groups and backgrounds. 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 and pupils who have disabilities for which, after reasonable adjustments, we can cater adequately.

- c. **Offer of a Place and Deposit:** To accept a place, the Parent/s must give the Acceptance Form, duly signed and completed, to the School together with a deposit (Acceptance Deposit) as shown on the Fees List for the relevant year for the relevant entry point. The place will only be secured on the date (Acceptance Date) that the School has received both the Acceptance Form, duly completed and signed, and the Acceptance Deposit. The Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves and 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 stated otherwise in these Terms and Conditions or unless the Parent/s wish to donate the Acceptance Deposit to the Foundation Appeal. See also clause 6h.
- d. **Additional Deposit:** For reasons of administration, the right is reserved to require payment of an additional deposit (Additional Deposit), as shown on the Fees List for the relevant year, in the case of a pupil whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the School until the Pupil leaves and 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 otherwise stated in these Terms and Condition or unless the Parent/s wish to donate the Additional Deposit to the Foundation Appeal. See also clause 6h.
- e. **Moving to the Preparatory/Senior School:** Except where the Pupil attends The Mount Mill Hill International, it is assumed that a Pupil will progress through the School and complete the Upper Sixth year at Mill Hill School. A Pupil who is moving from Grimsdell to Belmont School will be required to show an ability to do so through internal assessment and the advice of the Head of Grimsdell. A Pupil who is moving from Belmont School to Mill Hill School will be required to show an ability to do so through internal assessment and the advice of the Head of Belmont School. When it is thought appropriate Parent/s will be consulted before the end of the Spring Term of the relevant year of transfer if there appears to be any reason why the Pupil may be refused a place at the next stage of the School or if the Pupil is required to repeat a year. A Pupil moving into the Sixth Form will be required to satisfy the relevant academic entry criteria at the time. Parent/s must give a Term's Notice in writing in accordance with the Provisions about Notice (in section 6) if they do not intend their child to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.
- f. **Transfer from The Mount Mill Hill International to Mill Hill School:** To transfer from The Mount Mill Hill International to Mill Hill School the Pupil will be expected to show an ability to do so through placement tests and the advice of the Head of The Mount Mill Hill International.

5. FEES AND EXTRAS

- a. **Fees:** May include alone or in a combination any of the Registration Fee, the Acceptance Deposit, the Additional Deposit, tuition fees, boarding fees, fees for extra tuition, other extras such as house charges, clothing and equipment, photographs or other items ordered by the Parent/s or the Pupil or charges arising in respect of some educational visits, or 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) or bank charges arising from default in Fees payment or late payment charges if incurred. Parent/s will not be charged for basic school teaching materials (except items such as the cost of uniform and examination fees) or for compulsory non-residential curriculum educational visits.
- b. **Extras: Extras include; Fees for extra tuition; other extras** such as House charges, clothing and equipment, photographs and other items ordered by the Parent or the Pupil or incurred by the School and **charges arising in respect of** chargeable

educational visits as set out in clause 10f below, and damage where a 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 if incurred. Parent/s will receive prior notice of the Extras payable by them.

- c. **Payment of fees:** The Parent/s jointly and severally undertake to pay the Fees applicable to each Term directly to the School. Except where a separate agreement has been made between the Parent/s 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 an item on the bill is under query, the balance of the bill must be paid.
- d. **Exclusion for Non-Payment:** The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment. If the Pupil is excluded for a period of 28 days, he/she will be deemed withdrawn without Notice and a Term's Fees in lieu of notice will be payable in accordance with Section 6. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Review will not normally arise. The School may withhold any information, character references or property while Fees remain 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 Pupil.
- e. **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;
- the Pupil is absent through illness; or
 - a Term is shortened or a vacation extended; or
 - the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or
 - the School is temporarily closed due to adverse weather conditions; or
 - for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

See also Section 9 for information about events beyond the control of the parties..

- f. **Payment of Fees by a third party:** An agreement with a third party (such as an employer, grandparent, step-parent without parental responsibility or third party credit provider) to pay the Fees or any other sum due to the School does not release Parent/s from any liability under these Terms and Conditions if the third party defaults or affect the operation of these terms and conditions unless an express release has been given in writing signed by the Director of Finance and Operations. The School reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.
- g. **Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parent/s and the School, 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 represents a genuine pre-estimate of the cost to the School of a default. The Parent/s 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.
- h. **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, as set out in clause 5g.
- i. **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parent/s 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. The Acceptance Deposit and Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.

- j. **Scholarships and Bursaries:** Every scholarship and bursary is a discretionary privilege subject to high standards of behaviour, attendance and work on the Pupil's part and to the Parent/s treating the School and the staff reasonably. The terms of a scholarship or bursary and in particular the terms upon which benefits may become repayable shall be notified to Parent/s at the time of offer. Parent/s should be aware that scholarships and bursaries are awarded on the basis of the information provided by them. The School reserves the right to verify the accuracy of such information and if it is subsequently discovered that the scholarship or bursary has been awarded on the strength of information that was not accurate the School reserves the right to withdraw the scholarship or bursary whereupon the Fees at the full rate shall become payable immediately. The value of a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed. A copy of the School's Bursary Policy is available on the School's website.
- k. **Instalments Arrangements:** An agreement by the School to accept payment of current and/or past and/or future Fees by instalments is concessionary and will be subject to separate agreement/s between Parent/s 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 Parent/s (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.
- l. **Advance Payment of Fees Scheme:** The School offers an optional advance payment of school fees scheme. Details of the Scheme are available from the Director of Finance and Operations.
- m. **Money Laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of the person who is paying the Fees.
- n. **Appropriation:** Save where the Parent/s expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parent/s agree that a payment made in respect of one child may be appropriated to the unpaid account of any other child of those Parent/s.
- o. **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 Parent/s, the Parent/s shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School.

6. EVENTS REQUIRING NOTICE IN WRITING

- a. **Notice:** means (unless the contrary is stated in these Terms and Conditions) a Term's written notice given by:
- the Parent/s; or
 - one of the Parents with the prior written consent of the other Parent where the other Parent has Parental Responsibility ; and
 - 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 Director of Finance and Operations on the Head's behalf. It is expected that the Parent/s will consult with the Head before giving Notice to withdraw the Pupil and will provide the name and address of the school at which the Pupil's education will continue. The Parent/s should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.
- b. **Provisional Notice** will only be accepted in exceptional circumstances and will only be valid in the term in which it is given and only when written and accepted by the Head personally in writing. Provisional notice will not be accepted

where the Parent/s are awaiting the outcome of applications to other schools or colleges.

- c. **Term** means the period between and including the first and last days of the relevant school term.
- d. **A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term (for the avoidance of doubt please refer to Appendix A which sets out term dates for the academic year 2018/19). A Term's Written Notice must be given if the Parent/s wish to cancel a place after acceptance; or if the Parent/s wish to withdraw the Pupil who has entered the School; or the Parent/s or the Pupil wish(es) to transfer from boarding status to day status or vice versa or between categories of boarding; or if, following the GCSE year, the Pupil will not return for the following year even if he/she has achieved the required grades.
- e. **Half a Term's Notice** means notice given before the first day of Term expiring at half term, or notice given before half term expiring at the end of Term.
- f. **Fees in Lieu of notice:** in circumstances where the Parent/s have not given a Term's Written Notice, Fees in lieu of notice means Fees in full at the rate applicable for the next term following withdrawal and not limited to the parental contribution in the case of a scholarship, bursary or other award or concession. Fees in Lieu of Notice will be payable on the date of the Written Notice by the Parent/s, where the notice given is less than a Term, or, where no Written Notice is served by the Parent/s, on the date of the Pupil's withdrawal. One Term's Fees in lieu of notice 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.
- g. **Cancellation:** means the cancellation of a place at the School which has been accepted by the Parent/s and which occurs before the Pupil enters the School or where the Pupil does not enter the School. Please see Clause 4a for details of when entry to the School occurs.
- h. **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 Parent/s may cancel this agreement at any time within 14 days of the Acceptance Date. 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.
- i. **Cancelling Acceptance:** The cancellation of a place after acceptance 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 five years. Nonetheless, the School agrees to limit the Parent/s' liability to:
- A full Term's Fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession), less the Acceptance Deposit, payable as a debt immediately if less than a Term's Written Notice of Cancellation has been given.. If the place is filled prior to the commencement of the Term of Entry and without loss to the School, the Fees in Lieu of Notice will be refunded to the Parent/s within 60 days of the place being filled. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees; or
 - 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.

- j. **Cancelling a place offered in the term before entry:** Save where clause 6h applies, if the offer of a place is made in the Term immediately prior to the Term of Entry the Parent/s may cancel their acceptance in writing at any time up to four weeks from the Acceptance Date. The Acceptance Deposit will then be retained by the School. If the Parent/s 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 immediately. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.
- k. **Withdrawal:** means the withdrawal of the Pupil from the School by the Parent/s 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 4a for details of when Entry to the School occurs. Please see also clause 5d, clause 6l and clause 6m.
- l. **Withdrawal by the Parent/s:** If the Pupil is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in Clause 5d, Fees in lieu of notice less the Acceptance Deposit will be due and payable as a debt immediately. If the place is filled prior to the commencement of the Term following Withdrawal without loss to the School and any sums due for non-payment of Fees as set out in Clause 5d have been paid, the Fees in lieu of Notice will be refunded to the Parent/s within 60 days of the place being filled. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.
- m. **Withdrawal by the Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parent/s.
- n. **Prior Consultation:** It is expected that the Parent/s or duly authorised education guardian will in every case consult personally with the Head before Notice of Withdrawal is given by the Parent/s. Before providing the Notice required to change the Pupil's boarding status, the Parent/s must obtain the express permission of the Head in writing if the Parent/s or the Pupil wishes to change from boarding to day status or vice versa, or between categories of boarding (e.g. full boarding to weekly boarding). At the discretion of the Head, the School has the right to postpone or refuse a transfer request and the Head will consider the best interests of the Pupil and the School in reaching the decision. Any such place is subject to the availability of places.
- o. **Discontinuing Extras:** Half a term's written notice is required to discontinue an extra or half term's Fees for the extra will be immediately payable in lieu as a debt.
- p. **Termination by the School:** The School may terminate this agreement on one full Term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the Parent/s and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any outstanding balance of Fees. 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.

7. DISCIPLINE, REMOVAL AND EXPULSION OF A PUPIL

- a. **School Regime:** The Foundation provides authority to the Head to impose a disciplinary regime and the Head is entitled to exercise a wide discretion in relation to this 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.
- b. **School Discipline:** The Parent/s 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 the Pupil and the School community as a whole. The School's disciplinary policies which are 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, and also when boarders are in the company of day pupils at, or away from school premises, or outside school hours.
- c. **Investigative Action:** A complaint or rumour of misconduct will be investigated in a fair and unbiased manner. The Pupil may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms. In cases of breach of school discipline where a serious school sanction may be imposed, the School will inform Parent/s as soon as possible unless the School is prevented from doing so by the police. The School will make arrangements for the Pupil to be accompanied and assisted by a Parent, education guardian or a teacher of the Pupil's choice. If considered necessary, the School may make arrangements for legal representation for the Pupil to be funded at the Parent/s' expense. Except as required by law, the School and its staff shall not be required to divulge to the Parent/s 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.
- d. **Terminology:** In these Terms and Conditions Suspension means that a 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. "Gating" means that a Pupil is confined to the School premises for a limited period of time (usually during a weekend) but without further disciplinary consequences. "Final Warning" means that the Pupil has committed a breach or breaches of the School's disciplinary policy and a further breach that would result in a suspendable offence will result in Expulsion. Expulsion means that the Pupil is required to leave the School permanently in the circumstances described in clause 7f below. Removal means that the permanent removal of the Pupil from the School is required in the circumstances described in clause 7h 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 the arrears of Fees have been paid. Exclusion may also be used as a general expression covering any or all of the other expressions defined in this clause.
- e. **Sanctions:** The School's current policies on sanctions are available to Parent/s 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 for a reasonable period, withdrawal of privileges, Gating or Suspension, a Final Warning or alternatively being Removed or Expelled.
- f. **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 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 to expel shall be subject to a Governors' Review if requested by the Parent/s. The Parent/s will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See Clause 7l and 7m.

g. **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, will be refunded without interest less any sums owing to the School. There will be no charge to Fees in lieu of notice but, save for any contrary provisions in any other agreement made between the Parent/s and the School, all arrears of Fees and any other sums due to the School will be payable.

h. **Removal in Other Circumstances:** The Parent/s may be required to remove the Pupil permanently from the School, or from boarding, if, after consultation with the Parent/s and if appropriate the Pupil, the Head is of the opinion that:

- the Pupil has committed a breach or breaches of School rules or discipline for which Removal is the appropriate sanction; or
- 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 the Parent/s have treated the School or members of its staff unreasonably or if there has been a breakdown of trust and confidence between the parents and the School; then

in these circumstances, and at the sole discretion of the Head, Withdrawal of the Pupil by the Parent/s may be permitted 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 the Parent/s as well as those of the School. The Head's decision to require the Removal of the Pupil shall be subject to a Governors' Review if requested by the Parent/s. The Parent/s will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the school pending the outcome of the Review. See Clauses 7l and 7m.

i. **Fees Following Removal:** If the Pupil is removed or withdrawn in the circumstances described in Clause 7h, the provisions relating to Fees shall be as set out in Clause 7g save that the Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.

j. **Discretion of the Head:** The decision to Exclude, Suspend or require Removal or Expel a Pupil and the manner and form of any announcement shall be at the sole discretion of the Head who will act fairly when exercising his discretion. In no circumstances shall the School or its staff be required to divulge to Parent/s or others any confidential information or the identities of Pupils or others who have given information which has led to Suspension, the requirement to Remove or Expulsion or which the Head has acquired during an investigation.

k. **Leaving Status:** The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion or Removal or Withdrawal.

l. **Governors' Review:** In the event of Expulsion or of a Pupil's Removal being required, Parent/s may ask for a Governors' Review of the decision. The Parent/s cannot request a Governors' Review regarding a decision to Suspend a Pupil unless the Suspension is for 11 school days or more, or would prevent the Pupil taking a public examination. The request must be made as soon as possible and in any event within seven days of the decision being notified to the Parent/s. The Parent/s will be entitled to know the names of the Governors who make up the Review Panel and may ask for the appointment of an independent panel member nominated by the Chair of Governors and approved by the Parent/s, such approval not to be unreasonably withheld.

m. **Review Procedure:** The Head will advise the Parent/s of the procedure (current at that time) under which a Governors' Review shall be conducted by a panel of three Governors. If the Parent/s request a Governors' Review, the Pupil will be suspended from the 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. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

n. **Access:** A Pupil who has been Withdrawn, Excluded, Suspended, Removed or Expelled from the School has no right to enter school premises without the written permission of the Head.

8. BOARDING

a. **Medical Matters:** Each boarder, unless otherwise agreed by the Head, will be registered on the National Health Service list of the School Medical Officer while a Pupil at the School.

b. **Change of boarding status:** Where a full or weekly boarding place is offered at 13+, the offer is made on the basis that the Parent/s intend the Pupil to continue at that boarding status at least until the end of the Fifth Form. A boarding pupil may, after consultation with the Head and in exceptional circumstances, be permitted to transfer from full boarding to weekly boarding or to day status at the end of the academic year providing that at least one Full Term's Written Notice has been provided. Similarly, when the Pupil enters the School at Sixth Form as a full or weekly boarder, the Pupil will only be permitted to change their boarding status or become a day pupil at the discretion of the Head and in exceptional circumstances. A transfer of boarding status to that of a day pupil can only occur if a day place is available at the relevant time and only if the vacated boarding place can be filled in the Head's view in a reasonable timescale by another pupil such as to minimise the loss to the School. Once agreed with the Head, a Term's written Notice is required before the change takes place or a term's difference in Fees will be payable in lieu. If the requested place is not available, the School may give a Term's notice of termination after consultation with the Parent/s. The Head may at any time require the removal of the Pupil, temporarily or permanently, from boarding, so that the Pupil attains a day status only. Should removal from full or weekly boarding and transfer to day status be required, Parent/s will be offered a Governors' Review of the decision in line with clause 7l and clause 7m. A Pupil who enters the School as a day pupil may transfer to full or weekly boarding status at the discretion of the Head. A transfer from day status can only occur if the appropriate boarding place is available at the relevant time and only if the vacated day place can be filled in the Head's view in a reasonable timescale by another pupil.

c. **Travel Arrangements:** The right is reserved to charge all administration and other expenses including staff supervision where the School has to make travel or other arrangements for the Pupil before, during or at the end of a term.

d. **Fees in Lieu of Notice:** The Fees in lieu of Notice for a boarder means Fees in full at the boarding rate applicable for the next Term following withdrawal.

e. **Weekly boarding:** Weekly boarding is only permitted where at least one of the Parent/s or a member of the immediate family lives in the United Kingdom. The School can accept no responsibility for the Pupil when he/she is in the care of at least one of the Parent/s but the School's disciplinary procedures will apply to the Pupil's behaviour during this time where the conduct affects a member of the School community, brings the School into disrepute or where the Pupil is in any way representing or associated with the School.

f. **Education Guardians:** When both Parent/s reside outside the United Kingdom, Parental Responsibility must be delegated to a suitable adult resident in the UK who has agreed to take full Responsibility for the Pupil when not at school, to whom the School can apply for authorities when necessary and who can, if necessary, come to the School at short notice. The School can accept no Responsibility

during exeat, half term or the holidays for Pupils whose Parent/s are resident abroad and the Parent/s and guardians of such Pupils must make holiday arrangements, including travel to and from school, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parent/s and the education guardian must be appointed before Entry. The education guardian appointed by the Parent/s must be acceptable to the School. The Parent/s shall provide the School with up to date contact details for the education guardian immediately on appointment and shall notify the School immediately of any changes to those details. Guardians must be prepared to take responsibility for a Pupil in the case of School closure, pupil illness, a disciplinary sanction or other event requiring the Pupil to be away from School.

g. **Immigration:** The School currently holds a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parent/s 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 Parent/s' 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 Parent/s 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 Parent/s. See Clause 6p.

9. EVENTS BEYOND THE CONTROL OF PARTIES

- a. **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 disease, failure of utility service or transportation.
- b. **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.
- 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 9b 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 9b may terminate this agreement by providing at least three working days' notice in writing to the other party.

10. GENERAL CONDITIONS

- a. **Special Precautions:** The Head needs to be aware of any matters that are relevant to the Pupil's security and safety. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to a Pupil for whom any special safety precautions may be needed. A Parent may be excluded from the School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or of any member of the School community.
- b. **Leaving School Premises:** The School will do all that is reasonable to ensure that the Pupil remains in the care of the School during School hours but we cannot accept responsibility for the Pupil if he/she leaves the School premises in breach of School Rules or Regulations. The School is not legally entitled to prevent a pupil aged 16 years or over from leaving School

premises during School hours. A boarding Pupil will normally be asked for details as to mode of travel and the address and a contact telephone number where the Pupil can be contacted when not at School premises.

- c. **Residence during Term Time:** The Pupil, except when boarding, is required during term time and at weekends, exeat and half term, to live with the Parent/s or legal guardian or education guardian acceptable to the School. The Head must be notified in writing immediately if a Pupil will be residing during term time under the care of someone other than the Parent/s, legal guardian or education guardian.
- d. **Absence of Parent/s:** When both Parent/s will be absent from the Pupil's home overnight or for a 24 hour period or longer, the School requires, in writing, the name, address and telephone number for 24 hour contact of the adult who will have the care of the Pupil.
- e. **Liability and Insurances:** The School does not, unless there has been negligence or other wrongdoing, accept responsibility for accidental injury or other loss caused to the Pupil or the Parent/s 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 Parent/s including insurance of the Pupil's personal property whilst at the School or on the way to or from the School or on any School sponsored activity away from the School. The School does not accept the responsibilities of an insurance agent for any purposes connected with insurance taken out by Parent/s.
- f. **School Trips:** A variety of School trips will be provided for the Pupil. By signing the Acceptance Form or agreeing to be bound by these Terms and Conditions the Parent/s consent to the Pupil taking part in any educational visit. Some educational visits will be chargeable to Parent/s and subject to a separate agreement, namely but not exclusively, visits which:
- require overseas travel; or
 - involve an overnight stay; or
 - occur during a weekend or School vacation; or
 - involve some element of high risk or adventure activity or
 - are non- curriculum based.

The cost of such a visit will be payable in advance. The Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Pupil from taking part in an educational visit while overdue fees remain unpaid.

- g. **Transport:** The Parent/s consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- h. **Conduct of Parent/s:** The Parent/s will behave appropriately when on School premises. This includes complying with the School's Rules and Regulations currently in force in relation to parking within School grounds.
- i. **Photographs or images (including video recordings):** The School may obtain and use photographs or images (including video recordings) of the Pupil while the Pupil is at the School or after the Pupil has left for:
- i. use in the School's promotional material such as the prospectus, the website or social media;
 - ii. press and media purposes;
 - iii. educational purposes as part of the curriculum or extra-curricular activities.

The School may seek specific consent from the Parent/s before using a photograph or video recording where the School considers that the use is more privacy intrusive. Where the Pupil is of sufficient maturity we may seek the Pupil's specific prior consent in addition to or instead of the Parent/s' consent. We would not disclose the home address of the Pupil without the Parent/s' consent.

- j. **Request for confidentiality:** The Parent/s 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 Parent/s would like information about the Pupil to be kept confidential, they must immediately contact the Head in writing, requesting an acknowledgment of their letter.
 - k. **Pupils' Personal Property:** The Pupil is responsible for the security and safe use of all his/her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment and for property lent to them by the School. The Pupil is responsible for ensuring that all such property is clearly marked with their name. The Pupil is responsible for the safe condition and use of all electrical appliances which they bring on to school premises.
 - l. **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the School must be notified to the School as soon as is practicable. A complaint about any matter of School policy or administration not involving 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.
 - m. **Progress Reports:** The School monitors each Pupil's progress and, at least twice a year, Parent/s will receive a report either in writing or at a meeting with the subject teachers.
 - n. **Learning Difficulties:** The School will do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a 'special educational need'. At Mill Hill School each new Year 9 Pupil will be 'screened' for learning difficulties during the first term at the School. The screening tests available to Schools are indicative only; they are not infallible. Parent/s will be notified if it appears that formal assessment by an educational psychologist is advisable or the Pupil is falling behind with studies. A formal assessment can be arranged by the School at the Parent/s' expense, or by the Parent/s. Our staff are not however qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties.
 - o. **Information about Learning Difficulties:** The Parent/s must notify the Head in writing if they are aware or suspect that a Pupil (or anyone in his or her immediate family) has a learning difficulty and the Parent/s must provide the School with copies of all written reports and other relevant information. The Parent/s 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 Parent/s and with the Pupil (where appropriate), the School cannot provide adequately for a Pupil's special educational needs. Additional support teaching provided by the School may be charged as an extra.
 - p. **Testing for Drugs and Substances:** The Head may at any time when grounds for suspicion exist, give the Pupil the opportunity to provide a biological sample under medical supervision to test for the use of illegal drugs or to provide a sample of breath to test for alcohol consumed in breach of School rules or policy. Such samples will not form part of the Pupil's permanent medical record but may be used for Disciplinary purposes.
 - q. **Confidentiality:** The Parent/s authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights to 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, members of staff 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 e-mail, the internet and mobile electronic devices. See also the School's policy on acceptable use of IT and e-mail. The Parent/s consent to the School making enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parent/s also consent to the School informing any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.
- r. **Examinations, Reports and References:** The School will enter a Pupil's name for an examination if the Head is satisfied that such is in the best interests of the Pupil. The Head may, after consultation with the Parent/s and the Pupil decline to enter the Pupil's name for a public examination if, in the exercise of his 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 Pupil's tutors. Information supplied to the Parent/s and others concerning the progress and character of a 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 Parent/s are separated or divorced, reports and other information will normally only be sent to the person with whom the Pupil normally resides.
 - s. **Intellectual Property:** Where the Pupil, whether solely or in conjunction with any member of staff, creates anything (including a work, a design, an invention, a database, a trademark or goodwill) (a **Work**) in respect of which any intellectual property (including copyright, design rights, patents, database rights or the right to sue for passing off) (**Intellectual Property Rights**) exist, the School reserves all its Intellectual Property Rights in respect of that Work. The School may use the 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. The Parent/s consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the School retaining the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss and damage caused to this or any other property of the Pupil by factors outside the direct control of the Head or staff.
 - t. **Information for Parent/s:** We provide Parent/s 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 prospectus / website / promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parent/s 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.
 - u. **Third Party Rights:** Only the School and the Parent/s are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it. This contract is for the provision of education for the Pupil named on the Acceptance Form and not for any other child including siblings of the Pupil.
 - v. **Data Protection:** The School will process personal data about you and the Pupil in accordance with the Data Protection Act 1998 (as amended or superseded, including from 25 May 2018 the General Data Protection Regulations)

and other related legislation. The Privacy Notice annexed to these terms and conditions sets out how the School uses the personal data of the Parent/s and the Pupil. The Parent/s are asked to read this Notice before signing the acceptance form and are encouraged to explain its provisions to the Pupil. The School will provide a pupil privacy notice to the Parent/s and the Pupil (if age appropriate) before the Pupil enters the School.

w. **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any word/s, alone or in combination, infringe consumer rights laws 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. Nothing in these Terms and Conditions affects the Parent/s' statutory rights.

x. **Interpretation:** These Terms and Conditions supersede any 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.

y. **Jurisdiction:** This contract was made at the School and it, together with each matter relating to the provision of education 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.

The Mill Hill School Foundation: a company limited by guarantee
Registered in England No: 3404450
Registered Office: Walker House, Millers Close, The Ridgeway, Mill Hill, London NW7
1AQ Registered Charity No: 1064758

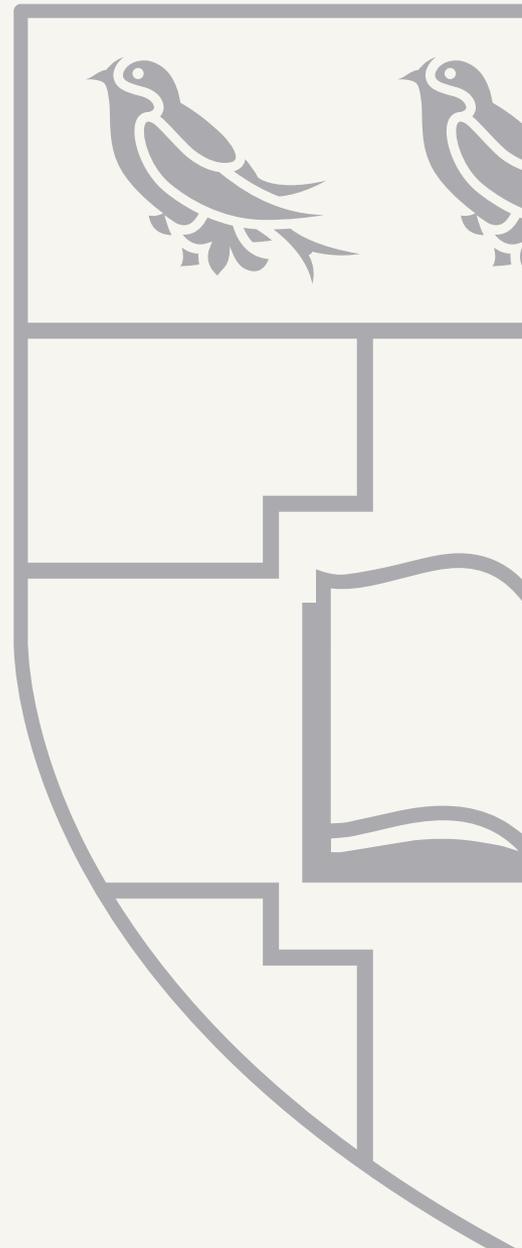
APPENDIX A

CANCELLATION OF ACCEPTANCE NOTICE

ENTRY FOR ACADEMIC YEAR: 2018/19	NOTICE OF CANCELLATION MUST BE SERVED BEFORE: 18 APRIL 2018	
--	--	--

TERM DATES	FIRST DAY OF TERM	END OF TERM
AUTUMN 2018	5 SEPTEMBER 2018	6 JANUARY 2019
SPRING 2019	7 JANUARY 2019	23 APRIL 2019 (to be confirmed)
SUMMER 2019	24 APRIL 2019 (to be confirmed)	

Instilling values, inspiring minds
millhill.org.uk



The Mill Hill School Foundation
The Ridgeway
Mill Hill Village
London
NW7 1QS
020 8959 1221
millhill.org.uk