



## ROYAL GRAMMAR SCHOOL HIGH WYCOMBE ACADEMY TRUST

### Royal Grammar School (Years 7 to 11)

#### Boarding Agreement

Dated: 1<sup>st</sup> September 2022

*These standard terms and conditions of the Boarding Agreement aim to reflect the custom and practice of years 7-11 at the School. The provisions about change of status and about notice and fees in lieu of notice and the other provisions set out below are provided in good faith. They seek to promote stability, forward planning and the proper resourcing of the School.*

### 1. Definitions and Interpretation

(a) In these terms and conditions

"Acceptance Form" means the Boarding Acceptance Form provided by the School for parents to complete when accepting the offer of a place in boarding for the Student at the School;

"Student" means the student named in the Acceptance Form

"fees" means the boarding fees set out in the Schedule of Fees as amended from time to time;

"Principal" means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"Schedule of Fees" means the School's schedule of boarding fees and supplemental charges as amended from time to time and published on the School website;

"Parental Responsibility" All those with parental responsibility (i.e. legal responsibility for the Student) will receive relevant information concerning the Student, whether or not they are a party to the contract, unless a court order has been made to the contrary or there are other reasons which justify withholding information to safeguard the best interests and welfare of the pupil.

"School Rules and Regulations", "Student Code of Conduct" means in each case the School's document of the same name which is provided on entry of the Student and sent to parents with the letter offering a place at the School, and as may be amended from time to time in accordance with this Agreement or for legal, safety or other substantive reasons or in order to assist the proper administration of the School;

"term" means the period between and including the first and last day of a term of the School as notified to parents from time to time;

"a term's notice" means notice given not later than the first day of the term preceding the term to which the notice relates;

"we" or the "School" means the Royal Grammar School High Wycombe Academy Trust (and any successor) as now or in the future constituted;  
"you" or the "parents" means each person who has signed the acceptance form accepting the offer of a place in boarding for the Student.

- (b) A legally binding agreement between the Parents and the School based these terms and conditions together with the letter offer a place in boarding, the Acceptance Form and the Schedule of Fees is formed when we receive the completed and signed Acceptance Form. The Parents agree that the School may provide boarding services for the Student during the 14 day cancellation period as set out in clause 4(a) below.
- (c) The terms and conditions of this agreement shall not be enforceable by the Student or by any other third party.
- (d) Headings in this Agreement are for ease of understanding only and do not form part of this Agreement.

## **2. Acceptance and Deposit**

- (a) The deposit will become payable when You accept the offer of a place in boarding at the School as set out in clause 1 (b) above. If the Student is progressing from boarding in Year 11 to boarding in the Sixth Form within the School, the deposit(s) if paid previously will be applied to the Sixth Form boarding place. Unless otherwise stated in these terms and conditions, the deposit will form part of the general funds of the School it is credited without interest to the final payment of the fees or other sums due to the School on the Student's leaving boarding.
- (b) If at any time during the Student's time as a boarder at the School you predominantly reside outside the UK (irrespective of whether a UK residence is maintained) the School may require you to pay an additional deposit (Additional Deposit) of up to one third of the annual boarding fee. The School will hold this deposit in its general funds and deduct it from the final term's fees (or fees in lieu of notice). This provision does not apply to employees of the UK Ministry of Defence or other Government servants where fees are paid in whole or part by the UK Government.
- (c) If the Student progresses from Year 11 to Year 12 at the School, the Acceptance Deposit and Additional Deposit if paid shall be retained as Deposit(s) for the Sixth Form boarding place..
- (d) The School reserves the right to require any Fees payer to provide evidence of their identity and to provide information to the School to enable it to satisfy itself as the source of Fees paid.

## **3. Boarding Fees**

- (a) The annual fees cover the complete boarding provision relevant to the Student as detailed in Annex 1 (except exeat weekends and extra curricular activities which attract

a supplemental charge as set out in the Schedule of Fees) for the year. You shall pay the annual fee by either:

- (i) three equal instalments each being paid by the start of the relevant school term in that academic year;
- (ii) nine consecutive equal monthly instalments by standing order commencing prior to the start of the relevant academic year;
- (iii) the whole fee for the relevant academic year at the start of that academic year.

- (b) The Parents are liable jointly and severally for payment of the fees and any supplemental charges. If any financial assistance to be provided by another person or authority (e.g. Ministry of Defence, Educational Trust, Local Authority) is withdrawn, suspended or reduced for any reason you are liable to pay the full amount of the fees outstanding to the School.
- (c) Where two parents have entered into this agreement, one of them may be released from their obligations by submitting a term's written notice provided they have obtained the prior written consent of both the School and the remaining parent.
- (d) 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 Principal. The School reserves the right to refuse a payment from a third party.
- (e) Each fees invoice must be paid in full before the date specified on the invoice.
- (f) We reserve the right to terminate this agreement and refuse to allow the Student to board at the School while fees and/or supplemental charges remain unpaid or there is a persistent default in relation to payment of the fees and/or supplemental charges (see also clause 5 (b) below). We may also terminate this agreement if following a reasonable request you fail to provide evidence of the identity of the Fees payer or information as to the source of Fees. We may make an interest charge of 4 per cent per annum above the base rate of HSBC Plc from time to time, calculated on a daily basis on unpaid Fees. You consent to our informing any other school or educational establishment to which you propose to send the student if any fees remain outstanding.
- (g) You shall indemnify the School against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred or sustained by the School in recovering sums due in each case without prejudice to any other rights or remedies available to the School. Such charges will be recoverable by action if necessary. Should a payment in respect of fees (be that by BACS, cheque or any other means) be returned by the payee's bank, the School reserves the right to charge an administration fee as shown on the Schedule of Fees towards the cost of dealing with the collection of the amount outstanding.
- (h) The School reserves the right to carry out credit checks on the person(s) responsible for the payment of fees. In addition, the School reserves the right to make enquiries at a Student's previous school to satisfy itself that no fees remain outstanding at that school.

- (i) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due for a particular term.
- (j) Save where there is a legal liability including liability under a court order or under the provisions of this contract 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 other safety related reasons; or for any reason other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship.

#### **4. Notice Requirements**

- (a) 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 of the Parents meeting face to face with a member of the School staff between offer and acceptance, you have the right to cancel this agreement at any time within 14 days of the day after we receive your completed and signed Acceptance Form. In such circumstances the Acceptance Deposit and Additional Deposit if paid will be refunded together with any fees paid pro-rated if the School has provided any services under this contract. Information about the right to cancel and how to cancel is set out in the School's cancellation notice and form published on the School website.
- (b) If you wish to cancel your acceptance of a boarding place after the 14 day cancellation period referred to above (if applicable) and before the Student begins boarding you shall either:
  - (i) give a term's notice to that effect in which case your Acceptance Deposit shall be retained by the School; or
  - (ii) in the absence of a term's notice pay to the School one third of the annual boarding Fees in lieu of notice less the Acceptance Deposit and Additional Deposit if paid. The appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.
- (c) If you wish to withdraw the Student from boarding after they have commenced as a boarder you shall either:
  - (i) give a term's notice to that effect in which case your Acceptance Deposit and Additional Deposit shall be refunded less any sums due and owing to the School; or
  - (ii) in the absence of a term's notice pay to the School one third of the annual boarding Fees in lieu of notice less the Acceptance Deposit and Additional Deposit if paid. The appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.
- (d) The School will not, other than in exceptional circumstances and in the School's absolute discretion, allow your child to transfer from boarding to day status at any time, except at the end of the academic year prior to entering the Sixth Form.

## **5. School Rules and Disciplinary Procedures**

- (a) It is a condition of remaining a boarder at the School that the Student complies with the Student Code of Conduct as amended from time to time.
- (b) The School reserves the right in its absolute discretion to require the Student to be removed temporarily or permanently from their boarding place at the School at any time if;
  - (i) following a review of the Student's behaviour, the Student is no longer considered to be suitable to board as a result of an incident or incidents which demonstrate that he presents a serious health and safety risk to other boarders or is not able to cope with, or benefit from, the boarding environment; or
  - (ii) the Student is permanently excluded from the School; or
  - (iii) the School terminates this agreement due to non-payment of boarding fees.With the exception of (ii) above, if the Student is removed from boarding he may at the discretion of the Principal be permitted to remain at the School as a day student. In any of the circumstances described in this clause, there will be no refund of Fees paid but the Acceptance Deposit and Additional Deposit will be refund less any sums due and owing to the School.

## **6. The Parents' Obligations**

- (a) The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of both such persons unless there is clear evidence to the contrary. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to both of them.
- (b) You undertake to disclose to the School any family circumstances, court proceedings or court orders which might affect the Student's welfare or happiness. If so requested, you agree to provide us with copies of any existing orders relating to the protection of or living arrangements for the Student when not boarding. In addition, you undertake to notify the School immediately if any existing order is varied or a new order is made.
- (c) You undertake to inform the School as soon as possible of any health problem, medical condition or allergy that the Student has or subsequently develops, whether long-term or short-term, including any infections.
- (d) The School will do all that is reasonable to ensure that your child remains in the care of the School while boarding but we cannot accept any responsibility for the welfare of the Student while away from the School premises or their boarding house unless he or she is taking part in a school activity or otherwise under the supervision of a member of the School staff or if they leave School premises in breach of School rules. The School is not legally entitled to prevent a pupil aged 16 years or over from leaving School premises during School hours.
- (e) Parents residing abroad must nominate an education guardian in the UK who may be contacted, and to whom the Student may be sent, in an emergency, during exeat or

during school holidays. The School accepts no responsibility for your child when he / she is in your care or the care of the Student's education guardian. You or the Student's education guardian must make holiday arrangements, including travel to and from the School, in advance. You are responsible for making suitable arrangements to appoint an education guardian and you 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. You shall upon request provide such further information to the School as we reasonably require to satisfy ourselves that the proposed appointment and or arrangements are suitable.

- (f) You will be responsible for paying for any damage to or loss of School property (including but not limited to library books, text books and School premises) for which the Student is determined by the Governors to be responsible, such payment to be made within 30 days of the date of the School's request for payment.
- (g) You are responsible for keeping the School informed of all up-to-date contact details for yourselves and nominated guardian and any other emergency contact details.
- (h) The School shall not be held liable in respect of goods or services purchased by You or the Student directly from third parties.

## **7. Insurance**

- (a) Unless otherwise agreed you must make your own insurance arrangements if you require cover for the Student's person or property while at School. The Student is included in the School's personal accident insurance cover.
- (b) Insofar as the law permits the School does not, unless negligent, accept responsibility for accidental injury or loss of property. The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of parents 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 is not the agent of the parents for any purpose related to insurance.

## **8. Communications**

All notices required to be given under this agreement must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Agreement. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these agreement must be addressed for the Attention of the Principal and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

## **9. Termination**

- (a) Subject to these Terms and Conditions, the School undertakes to accept the Student as a boarder at the School from the time of joining the School until the end of his/her schooling.
- (b) While your child remains a boarder of the School, we will do all that is reasonable to safeguard and promote the Student's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Student'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. You authorise the Principal to take and / or authorise in good faith all decisions which the Principal considers on proper grounds will safeguard and promote your child's welfare.
- (c) We provide parents of prospective pupils with information about the School's boarding provision 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. Such documentation or statements may describe the broad principles on which boarding at the School is presently run and are believed to be correct at the time, however they do not form part of the contract between you and the School. If you wish to take account of the information provided to you about the School's boarding provision when deciding whether to enter into this contract you should seek specific confirmation from the Principal that the information is accurate before returning a completed Acceptance Form to the School.

## **10. Force Majeure**

- (a) In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).
- (b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this Agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. The School shall use its best endeavours during the continuance of the force majeure to provide boarding services.
- (c) If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify you of the steps it shall take to ensure performance of this Agreement.
- (d) In the event of a force majeure which affects your ability to perform any of your obligations under this Agreement, you shall give the School notice in writing of the force majeure. You shall not be liable for non-performance of such obligations during the continuance of the force majeure but in the event of the force majeure continuing

for more than four months, you shall discuss with the School a solution by which this Agreement may be performed.

## **11. Variations**

(a) We reserve the right to change or add to this Agreement from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will give you at least a term's notice of any such modifications.

(b) For the purposes of reconstruction or amalgamation or constitutional changes to the School We reserve the right to assign the benefit and burden of this contract to another party at the discretion of the School.

## **12. Jurisdiction Governing Law and Severance**

(a) This Agreement between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

(b) Care has been taken to use plain language in this Agreement and to be reasonable. If any wording, alone or in combination, infringes applicable consumer protection legislation, it shall be treated as severable and shall be replaced with wording which gives as near the original meaning as may be fair. This will not however, render the remaining terms and conditions void.

## **Annex 1**

### **1. Full Boarding provision includes:**

A student staying at Fraser Youens house seven days a week during term time, with their own allocated bed and study area, laundry, pastoral support including their own boarding tutor and all boarding trips. This includes all meals taken within Fraser Youens in that period. There is one exeat weekend per term whereby Fraser Youens is closed to boarders. Exeat weekends and term times dates are published in the summer term prior to an academic year.

### **2. Weekly Boarding provision includes:**

A student who stays from Sunday to Friday and if required up until Saturday lunchtime during term time, with their own allocated bed and study area, laundry, pastoral support including their own boarding tutor. This includes all meals taken within Fraser Youens in that period. Weekly Boarders can stay at weekends but will be charged an additional fee. There is one exeat weekend per term whereby Fraser Youens is closed to boarders. Exeat weekends and term times dates are published in the summer term prior to an academic year.