



ROYAL GRAMMAR SCHOOL HIGH WYCOMBE ACADEMY TRUST

Royal Grammar School [RGS] (Sixth Form) Boarding Agreement

These standard terms and conditions of the Boarding Agreement aim to reflect the custom and practice of boarding in the sixth form at the School (Years 12-13). 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 a 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;

"Head" 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 (ie 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 a 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 written notice given before the first day of the term preceding the term to which the notice relates;

"terms and conditions" means these terms and conditions as amended from time to

time;

"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.

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- (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 be 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 (Acceptance Deposit) as shown on the Schedule of Fees will become payable when You accept the offer of a place in boarding at the School as set out in clause 1 (b) above. Unless otherwise stated in these terms and conditions, the deposit will form part of the general funds of the School until 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 the Additional 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.

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 subject to sub-clause 3 (b) below, 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 by the start of the relevant academic year; or
 - (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 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 Head. 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 in the invoice.
- (f) We reserve the right to refuse to allow your child 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. We may make a late payment simple 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. By entering into this agreement, 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.
- (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 Head 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) If you wish to withdraw the Student from an activity charged as supplemental to the fees, you shall either give a term's notice to that effect or shall pay to the School as a debt a term's supplemental charges for the activity in which the Student has ceased to participate.
- (e) 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: 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. If such a discretion is exercised the pupil will be moved to a day place and fees shall be payable as if you had given notice of your intention to withdraw the Student from the School on the date of the School's decision and in such an event no refund of fees (other than consumables) shall be made other than at the absolute discretion of the School.
- (c) The School reserves the right in its absolute discretion to require the Student to be withdrawn from their boarding place at the School at any time if;
 - (1) the Student is permanently excluded under the statutory exclusions framework under the Education Act 2002 and the School Discipline Regulations 2012; or
 - (2) the School terminates this Agreement due to non-payment of boarding fees, in accordance with clause 9 and the Pupil Registration Regulations 2006If such a discretion is exercised the Student shall be removed from the roll of the School and boarding fees shall be payable as if you had given notice of your intention to withdraw the Student from the School on the date of the School's decision and in such an event no refund of fees (other than consumables) shall be made other than at the absolute discretion of 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 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) We cannot accept any responsibility for the welfare of the Student while off the School premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- (c) Parents residing abroad must nominate a 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.
- (d) 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.

- (e) You will be responsible for the Student's travelling arrangements to and from the School.
- (f) 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.
- (g) The School shall not be held liable in respect of goods or services purchased 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. All Students are included in an obligatory personal accident insurance scheme.
- (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 this 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) The School shall be entitled to terminate this Agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under this Agreement).
- (b) Either party may terminate this Agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt.
- (c) For the avoidance of doubt, this Agreement shall terminate at the end of the Summer Term of the Student's Year 13.

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

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.

12. Jurisdiction and 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.