



Parent Contract

South Devon Steiner School

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Note: The Terminology section defines all key phrases referred to in this contract.

Application Form

Information will be treated as confidential for use in the schools records and 'parent information' put on the class lists unless indicated otherwise. Please complete in FULL and BLOCK CAPITALS

PUPIL INFORMATION	CLASS:
Surname:	Forenames:
Preferred name:	Male / Female:
Nationality:	Date of Birth:
Does this student require a Visa to attend? Yes / No (please circle as appropriate)	
Applicants home address:	
Postcode:	
Home telephone:	Mobile telephone:
Town/Country of Birth:	Child's first language:
Proficiency in English if not first language:	Language spoken at home:
Preferred start date at SDSS:	
Current School (where applicable):	
Attended from / to:	
Reason for wishing to change schools:	
Previous schools:	
Details of any gaps in education:	
Special learning support requirements: (Dyslexia, ADD, ADHD, Asperger's or any other learning difficulty?)	

Has your child been assessed by an: Educational Psychologist or a psychiatrist?	YES / NO
Clinical Psychologist	YES / NO
Occupational Therapist	YES / NO
Speech & Language Therapist	YES / NO
Does your child play a musical instrument? If yes, please explain here:	
Has your child learnt a foreign language previously? If yes, please explain here:	

SIBLINGS:

Surname	Forenames	DOB	Current Class	At SDSS?

PARENT INFORMATION: Please ensure you include the details of **ALL** adults with Parental Responsibility, continuing on a separate sheet if necessary:

Mother / Guardian:	Home tel. no:
Occupation:	Work tel. no:
Email:	Mobile:
Address:	
Father / Guardian:	Home tel. no:
Occupation:	Work tel. no:
Email:	Mobile:
Address:	

Our preferred method of contact is email. Please tick this box if you require us to send you a letter instead.

Custodial parent / guardian if legally separated or divorced. Note: Complete this section only if there is court order or residence agreement. In the absence of this, both parents are regarded as the admitting parents and must complete and sign this form.

Full Name:

Address:

Telephone:

Email:

Important: If appropriate, if either parent/guardian named above is not the natural birth parent of the applicant child, please give the name and address of that parent here, if they retain Parental Responsibility:

Natural Birth Mother/Father name:

Address:

Email address:

Home tel. no:

Mobile:

We will contact the parent named above to inform them of this application on behalf of the child applicant and include them in all subsequent correspondence as appropriate. **Please read our Parent Contact Policy for more information.**

DEVELOPMENT INFORMATION:

It is helpful to have the following information for all applicants, but particularly for Kindergarten and Lower School aged students. If you would rather not provide this information in writing, you can indicate that you would rather discuss it in person during your interview.

Details of birth (please tick):

Normal	Caesarean	Induced	Forceps
Uncomplicated	Breech	Premature	Prolonged

Developmental Stages (please give approximate age):

Crawling:	Walking:		
Speaking:			

Childhood illnesses – has your child had any of the following transmittable diseases, and if so, please give approximate age:

Measles	Mumps	Chickenpox	TB
Whooping cough	German measles	Other	

Has your child experienced any bereavement?

Has your child experienced any emotional difficulties?

What, if any, vaccinations (including tetanus) has your child had? (please give approximate ages):

Is your child's hearing and vision normal:
If not, please give details here:

Date of last hearing and vision test:

Does your child have any health condition or disability? Does this have an adverse effect on your child's day-to-day activities?
If yes, please explain here:

Has your child ever had any serious illness, ever been to hospital for any other medical reason or taken any medication in the last two years?
(Please give details with approximate age):

Has your child undergone surgical procedures?
(Please detail with approximate age):

Does your child have any allergies (including hay fever), or food intolerances, or candida?
Please give instructions on immediate treatment/precautions):

Details of any specific diet:

In case of injury or illness:

Should an injury require hospital treatment, I hereby agree that a representative of South Devon Steiner School may sign any hospital authorisation in my absence.

NAME:

PARENT/GUARDIAN SIGNATURE:

Are there any other things about your child you would like us to know about or that you feel are relevant to this application? Please include any special interests your child may have:

Please explain why you have chosen Steiner Education and to apply to South Devon Steiner School:

Have you attended a Prospective Parent Afternoon (PPA)?

YES / NO

Have you attended any other school based events?

YES / NO
Please specify:

How did you hear about our school?

BILLING INFORMATION:

Indicate relation to pupil:

Billing address if you would prefer to receive invoices by post:

The information supplied on this form is true to the best of my knowledge.

NAME:

PARENT/GUARDIAN SIGNATURE

DATE:

Please include all of the following documents with this form. Incomplete applications cannot be processed.

- Copy of Birth Certificate
- £50.00 non-refundable application fee
- Financial Agreement form
- Application for Community Assisted Place form (where appropriate)
- School reports from previous school / nursery setting (where appropriate)
- Medical reports (where appropriate)
- Any reports from educational psychologists / psychiatrists
- Copy of EHCP / Statement of Special Needs (where appropriate)

Paid by cheque to 'South Devon Steiner School'

Paid by bank transfer

Our Bank details:

Pay: South Devon Steiner School

Account Number: 84708336

Sort Code: 60-21-48

Bank: Natwest Bank, Totnes Branch.

When making bank transfers, please use your child's name as your reference.

Please return this application with all required paperwork to:

Admissions Coordinator

South Devon Steiner School

Hood Manor

Dartington

Devon. TQ9 6AB

admissions@steiner-south-devon.org

Telephone: 01803-897377

Once received, the application will be considered as per our Admissions Policy.



Acceptance Form

Name of Child:	
Date of Birth:	Date of entry:

I / We accept the place which has been offered to us for my / our child (named above) on the terms of:

- the offer letter
- this acceptance form
- the School's *Terms and Conditions* enclosed with the offer letter
- the School's fees list, as varied from time to time

Cancellation rights

I / We understand that we have the right to cancel the contract within the first term of attendance at the School provided the school is notified in writing of this. If no educational services have been provided during this time we will reimburse you your deposit. If educational services have been provided within this time, you will be liable to pay reasonable costs. We will return to you the balance of your deposit after deducting these costs.

Declarations by the signatories to this acceptance form

I / We declare as individuals and jointly that:

1. Before signing this acceptance form, I / we have read and understood and agree to the School's *Terms and Conditions* and have retained a copy for our records.
2. I / We have provided and will continue to provide details of medical condition, health problem or allergy affecting my / our child, as well as any behavioural or emotional and / or social difficulty of my / our child.
3. I / We have completed in confidence the School's Medical Information and Consent Form and will continue to provide all relevant information about any medical condition, health problem, or allergy which affects my / our child and / or which may prevent my / our child from taking part in the School's academic and games curriculum, outdoor activities and educational visits or if my / our child has been in contact with anyone with an infectious or contagious disease, as per the School's Sickness, Disease and Infection Control Policy and School Trip Policy as found on the School's website.
4. Where I am / we are separated or divorced, I / we have informed the School of this. I / We have also disclosed all court orders or criminal proceedings in relation to my / our child and all court orders, criminal proceedings, statutory demands or bankruptcy petitions relating to either parent (including any court orders relating to financial matters). I / We will disclose any subsequent court orders, criminal proceedings, statutory demands or bankruptcy petitions to the School. This is in line with the School's Parental Contract Policy.

5. I / We both have parental responsibility (i.e. legal responsibility) for the child named above. *
I / We confirm that no other person's consent is required for the child to attend the School **or**
* I / We have disclosed written consent to the child joining the School from all others with
parental responsibility for the child. (* Please delete as appropriate). This is in line with the
School's Parental Contract Policy.

If any person signing this acceptance form does not have parental responsibility for the child
please provide a brief written explanation of the relationship between the person and the
child together with the name/s of all others with parental responsibility for the child.

6. Except where the cancellation rights described above apply or where otherwise provided in
the School's *Terms and Conditions*, I / we will not cancel my / our acceptance of this place or
withdraw my / our child from the School without first giving a Term's Written Notice or paying
a Term's Fees in accordance with the School's *Terms and Conditions*. Please see section 7 for
further information about Notice, Cancellation and Withdrawal.
7. I / We confirm that before signing this acceptance form, I / we have seen or had an opportunity
to see all the documents referred to in the School's *Terms and Conditions*, including the
Parents' Guide.

Authorities given by Parents / legal guardians

I / We give the following express authorities on behalf of myself / ourselves and (so far as I am / we
are entitled to do so) on behalf of my / our child.

8. I / We consent to the School providing educational services to my / our child
9. I / We consent to my / our child taking part in all educational visits which take place off school
premises while [*he / she] is a pupil at the School.
10. I / We consent to my / our child 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.

Use of your information

Our Data Protection and Information Sharing Policy for parent's sets out how we use your and your
child/ren's personal data and it can be found on the School website and is described in the School's
Terms and Conditions which have been provided with this acceptance form.

Signatures

I / We have paid the £ Acceptance Deposit which will be held without payment of interest in the general account of the School in accordance with the School's *Terms and Conditions* referred to above.

(* - Please delete as applicable)

	First signatory	Second signatory
Signature		
Title (e.g. Mr, Mrs, Ms, Dr)		
Name in full (please indicate all names)		
Date of Birth		
Relationship to child		
Telephone number		
Address		
Postcode		
Date		

Please return this form to the Admissions Officer together with a confidential letter regarding any further matters which we ought to be made aware of before your child enters and attends the School.

Medical Information and Consent Form

Name of Child:	Class & Teacher:
Date of Birth	Child's NHS No:
Nationality:	Doctor/ GP Surgery incl. Address & Phone:
Main Language:	
Religion:	
Passport No (req for some school trips):	Passport Expiry Date:

Medical Consents & Information	Please circle your answer:
<p>Please note: In the interest of your child's safety and your piece of mind, if your child has a serious and/or acute condition which may require emergency intervention by school staff including but not limited to inhalers and epipens, YOU MUST provide the school with a risk assessment/ medical care plan written by your GP without delay. Without this we will not be able to provide a safe environment if you do not do so and must ask you to keep your child at home.</p>	
<p>Does your child have any conditions requiring medical treatment?</p> <p><i>If YES, please give brief details, including information on any medication being taken.</i></p>	YES / NO
<p>Is this condition ongoing?</p> <p><i>If NO, please state when you expect them to recover:</i></p>	YES / NO
<p>Does your child require medication during school hours?</p> <p><i>If yes, please give details:</i></p>	YES / NO
<p>If YES, do you require the school to administer the medicine?</p> <p><i>If YES, please state here or attach details of what you are asking the school to do.</i></p>	YES / NO
<p>Does your child suffer from allergies?</p> <p><i>If yes, please give details:</i></p>	YES / NO
<p>Is your child allergic to any medication?</p> <p><i>If yes, please give details:</i></p>	YES / NO
<p>Does your child require an Epi Pen?</p> <p><i>If yes, please give details:</i></p>	YES / NO

Does your child require an inhaler?	YES / NO
<i>If yes, please give details:</i>	
Is your child allergic to any medication?	YES / NO
<i>If yes, please give details:</i>	
I agree to my child receiving emergency dental or medical treatment, including medication, anaesthetic or blood transfusion, as considered necessary by the medical authorities: (Please note that responding 'NO' to this question might mean that your child cannot go on some trips.)	YES / NO
I give my consent for my child to receive vaccinations as considered necessary by the medical authorities?	YES / NO
I consent to my child receiving first aid or urgent medical treatment at school and during any school trip or school activity: (Please note that responding 'NO' to this question might mean that your child cannot be at our school or go on some school trips or take part in some activities.)	YES / NO
Have you had your child's sight and/or hearing tested?	YES / NO
Hearing Date Result	
Sight Date Result	

Dietary Requirements	Please circle your answer:
Does your child have any special dietary requirements:	YES / NO
<i>If yes, please give details?</i>	

Media Consent	Please circle your answer:
In publications and publicity produced by the school: non-electronically (e.g. prospectus, leaflets, notice board, posters, Friday Flier)	YES / NO
On the school website, electronic prospectus etc.	YES / NO
For externally produced publications (e.g. local or national newspapers, magazine) – this may mean their photo and name is used in print:	YES / NO
To be recorded on video/film or web-cam and used on the school website:	YES / NO
To be recorded on video/film or web-cam and the film be available on DVD:	YES / NO
Photographs/film on school social media sites (e.g. Facebook, Instagram):	YES / NO

Activities, Off-Site & School Trip Consents	Please circle your answer:
I consent to school staff applying sun lotion to exposed areas of skin limited to the face, ears, neck, arms and lower legs:	YES / NO
I consent to my child taking part in school trips and other off-site activities:	YES / NO
I believe my child is a competent swimmer:	YES / NO
I give my consent for my child to swim under the conditions of the school's Open Water Policy:	YES / NO

Other Agreements	Please circle your answer:
I confirm that the school has made me aware of its website and the Parents' Guide:	YES / NO
I have hereby been made aware of the school's rules on clothing contained within the school's Parents' Guide:	YES / NO
I am aware of the school's guidelines for the use of private vehicles available on the school's website (under Policies):	YES / NO

Emergency Contact Information			
	Mother	Father	Alternative Contact
Relationship:	n/a	n/a	
Name			
Email			
Home Tel			
Work Tel			
Mobile Tel			
Home Address			

Additional Information
<i>Tell us anything you feel is important for the welfare of your child:</i>

Please note the following important information before signing this form:

- The trips and activities covered by this consent include;
 - all visits (including residential trips) which take place during the holidays or a weekend
 - adventure activities at any time
 - off-site sporting fixtures outside the school day
- The school will send you information about each trip or activity where it is required by regulations to do so before it takes place – generally, this will be for any school trip.
- You can, if you wish, tell the school that you do not want your child to take part in any particular school trip or activity.



It is not legally required for the school to request written parental consent from you for many off-site activities offered by the school – for example, year-group visits to local amenities – as such activities are part of the school’s curriculum and usually take place during the normal school day.

It is also not a legal requirement for the school to seek consent more than once in a pupil’s/ student’s life at a school. However, due to changing circumstances which may affect medication and dietary requirements etc. it seems good practice to issue the form once per year and as-and-when deemed sensible. Thank you for your understanding and cooperation.

Signed:	Date:
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For Office Use: Data entered on PASS by

Signed:	Date:
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South Devon Steiner School Terms and Conditions

1. Terminology

- 1.1. **Parents or You:** means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions.
- 1.2. **Pupil:** means the child named on the acceptance form.
- 1.3. **School or We or Us:** means South Devon Steiner School as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee.
- 1.4. **School Leadership Team (SLT):** School Leadership Team who are responsible for the day-to-day running of the School, as appointed by the Council of Trustees and College of Management.
- 1.5. **Council of Trustees:** means the Trustees of the School who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the School.
- 1.6. **College of Management:** are a group of elected staff members integrating present-day understanding of organisational accountability with the originally intended Steiner-Waldorf school ethos.
- 1.7. **Parental Responsibility:** means legal responsibility for the Pupil. All those with Parental Responsibility must agree to the Pupil being Admitted to the School before the Parents sign the acceptance form.
- 1.8. **Admitted:** The Pupil is Admitted to the School when the School receives both the acceptance form and deposit.
- 1.9. **Term:** means the period between and including the first and last days of the relevant School Term.
- 1.10. **Cancellation:** means the cancellation of a place at the School after the Pupil is admitted to the School and within the first Term of joining.
- 1.11. **Entry:** occurs on the first day the Pupil attends the School.
- 1.12. **Fees:** means alone or in combination any of the Administration Fee, the Trial Period Charge, the Acceptance Deposit, school fees, afternoon care fees, Infrastructure Charge or Extras.

- 1.13. Fees in lieu of notice:** means one full Term's Fees immediately payable as debt when the Parents fail to provide Notice. Fees in lieu of Notice will be at the full Fee rate for the Term following Withdrawal, including agreed reductions, bursaries and deferments, if applicable.
- 1.14. Extras:** means alone or in combination equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of 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.
- 1.15. Notice:** means a Term's Written Notice given by all who have signed the acceptance form before the first day of the Pupil's final term, and addressed to and received by the Admissions Officer.
- 1.16. Term's Written Notice:** has the meaning set out in section 7.
- 1.17. Withdrawal:** means the withdrawal of the Pupil from the School by the Parents or the Pupil with or without Notice at any time after Entry to the School.

2. Acceptance and deposit

- 2.1. Legal Contract:** A legally binding contract is formed on these terms and conditions together with:
- 2.1.1.** the letter of offer;
 - 2.1.2.** the Conditions of Award of a Community Assisted Place, if applicable
 - 2.1.3.** The acceptance form; and
 - 2.1.4.** The School's fees list.
- 2.2. Acceptance Deposit:** A deposit (Acceptance Deposit) as shown on the fees list is payable when the Parents complete the acceptance form issued by the School. The Acceptance Deposit will be retained by the School until after the Pupil leaves and will be repaid without interest to the Parents unless stated otherwise in these terms and conditions and provided all relating invoices are paid in full. See also section 7 below.

3. Fees

- 3.1. Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the School. Except where a separate agreement has been made between the Parents and the School for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the School Term to which they relate. Parents are required to read in full the Finance and Fees Policy, found on the Schools website. The School reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.

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

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

3.4. Refund or waiver: Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund or reductions Fees will not be refunded, reduced or waived if:

3.4.1. The Pupil is absent through illness; or

3.4.2. A Term is shortened or a vacation extended; or

3.4.3. The Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or

3.4.4. The School is temporarily closed due to adverse weather conditions; or

3.4.5. For any reason other than exceptionally and at the sole discretion of the SLT in a case of genuine hardship.

See also Section 8 for information about events beyond the control of parties.

3.5. Exclusion for non-payment: The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment, see also the School Finance and Fees Policy on the website. 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 immediately by the Parents. The School may withhold any information, character references or property while Fees remain overdue where it is lawful to do so.

3.6. Late payment: Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 8% per month OR 8% per annum over the base rate of the Bank of England accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the School's claim.

3.7. Appropriation: Save where the Parents expressly state the contrary, the School shall allocated payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the School to the unpaid account of any other child of the Parents.

- 3.8. Instalment arrangements:** An agreement by the School to accept payment of Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School.
- 3.9. Fees increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's Notice of a Fees increase they may give to the School written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of Notice. The Acceptance Deposit will be refunded without interest less any sums owing to the School.
- 3.10. Information about fees:** The Parents acknowledge that the School may make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also acknowledge that the School may inform any other school or educational establishment to which the Pupil is to be transferred if any Fees of this School are unpaid.
- 3.11. Identity of Fees payer:** From time to time, the School may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport.
- 3.12. Confidentiality:** All financial agreements made between the Parents and the School are **strictly confidential** and therefore should not be discussed with others. All arrangements are made at the discretion of the School and do not set a precedent for others.

4. Educational matters

- 4.1. 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.
- 4.2. Organisation of the curriculum:** The right is reserved to the SLT to organise the School and the curriculum in the most appropriate manner to meet the requirements of the whole School community. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs.
- 4.3. Progress reports and references:** The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of full written reports, parents' meetings and consultations. Information provided by the School in a reference shall be given conscientiously and will all due care and skill but otherwise without liability on the part of the School.
- 4.4. Learning difficulties:** The School shall do all that is reasonable to detect and deal

appropriately with a learning difficulty which is considered to be a “special educational need”. If an assessment by the School reveals that the pupil may have a learning difficulty the Parents will be notified and advised that a formal assessment of the Pupil should take place. It shall be the Parents’ responsibility to arrange and pay for a formal assessment. The School reserves the right to charge for the provision of any additional teaching as an Extra where it is lawful to do so.

4.5. Moving up the School: The Parents accept that after Entry the Pupil is expected to progress through the School and complete Year 12. Progression will be subject to the Pupil satisfying the academic requirements at the time and the requirements for good behaviour and discipline which are explained in the School’s Behaviour Policies. The Parents will be consulted before the end of the Spring Term if the School considered that the Pupil may not progress to the next stage of the School.

4.6. Consent for educational visits: A variety of educational visits will be provided for the Pupil. Parents will be provided with the relevant information in advance of educational visits. Unless Parents specifically notify the School in writing that they do not wish the Pupil to take part in a specific educational visit, by signing the acceptance form or agreeing to be bound by these terms and conditions the Parents consent to the Pupil taking part in all educational visits. These include:

4.6.1. Off-site activities involving Pupils aged 5 or under; or

4.6.2. Visits (including overnight or residential stays) which take place during the weekends or school holidays; or

4.6.3. non-routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day; or

4.6.4. adventure activities which may take place at any time.

The Parents agrees that the Pupil shall be subject to the School disciplines in all respects whilst engaged in an educational visit.

4.7. The cost of educational visits: The School will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described above. The cost of such a visit will be payable in advance. 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.

5. Pastoral care

5.1. The School’s commitment: 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.

- 5.2. Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the School where the Parents seek action by Us must be notified to the School as soon as practicable. A copy of the School's Concerns and Complaints Policy is available on the School website or can be supplied on request.
- 5.3. Pupil's rights:** The Pupil, if of sufficient age, maturity and understanding, has certain legal rights that the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his/her parents. If a conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.
- 5.4. SLT's authority:** The Parents authorise the School Leadership Team to take and/or authorise in good faith all decisions which the School Leadership Team considers on proper grounds will safeguard and promote the Pupil's welfare.
- 5.5. Physical contact:** The Parents consent to such physical contact with the Pupil:
- 5.5.1.** as may accord with good practice; or
 - 5.5.2.** as may be appropriate and proper for teaching and instruction; or
 - 5.5.3.** for providing comfort to the Pupil in distress; or
 - 5.5.4.** to maintain safety and good order; or
 - 5.5.5.** in connection with the Pupil's health and welfare

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision, the risk of injury cannot be eliminated. This term is as per the Staff Code of Conduct and Use of Reasonable Force policies on the School's website.

- 5.6. Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence:
- 5.6.1.** Any known medical condition, health problem or allergy affecting the Pupil;
 - 5.6.2.** Any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family;
 - 5.6.3.** Any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Pupil;
 - 5.6.4.** Any family circumstances or court order which might affect the Pupil's welfare or happiness;

5.6.5. Any concerns about the Pupil's safety

5.6.6. Any material change in the financial circumstance of the Parents;

5.6.7. If it is intended 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.

5.7. Confidentiality: The Parents authorise the SLT to override their own and (so far as they are entitled to do so) the Pupil's right 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.

6. Behaviour and discipline

6.1. School behaviour and discipline: The Parents accept that the SLT is entitled to set policies for discipline and behaviour at the School. The Parents accept the authority of the SLT and of other members of staff on the SLT'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 behaviour, anti-bullying and cyber-bullying policies, which are published on the School website applies to all pupils when they are on School premises, or in the care of the School, or otherwise representing or associated with the School.

6.2. Parents' support: The Parents agree to support the School in upholding its policies on discipline and behaviour. The Parents shall ensure that the Pupil will comply with the School rules and clothing and general appearance.

6.3. Sanctions: The School's current policies on sanctions are available to the Parents on request before they accept the offer of a place. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity.

6.4. 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 of discipline or behaviour.

6.5. Require Removal: The Parents may be required to remove the Pupil permanently from the School if, after consultation with the Parents and if appropriate the Pupil, the SLT is of the opinion that:

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

6.5.2. 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

6.5.3. the Parents have treated the School or members of its staff or any member of the School community unreasonably; then

in these circumstances, and at the sole discretion of the SLT, Withdrawal of the Pupil by the Parents may be permitted as an alternative of Removal being required. The SLT shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School. The Education Manager's decision to require this Removal of the Pupil shall be subject to a Governors' Review if requested by the Parents. The Parents 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 6.7.

6.6. Fees after expulsion or require removal: The School shall not waive or refund any Fees paid by the Parents following an Expulsion or required Removal. On Expulsion, the Acceptance Deposit shall be retained by the School. Following a required removal the Acceptance Deposit shall be refunded without any interest less any sums owing to the School.

6.7. Procedural fairness: The SLT shall act with procedural fairness and in accordance with the School's policy on Expulsion and required Removal on dealing with such cases. Investigation of a suspected breach of discipline or behaviour shall be carried out by the School in a fair and unbiased manner.

6.8. Governors' review: The SLT's decision to expel or require the Removal of the Pupil shall be subject to a Governors' review, if requested by the Parents. The Parents 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.

7. Notice and termination

7.1. A Term's Written Notice: means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if the Parents wish to:

7.1.1. cancel the place after the Pupil is Admitted; or

7.1.2. withdraw the Pupil after Entry; or

7.2. Fees in lieu of Notice: Where the Parents have not given a Term's Written Notice of Withdrawal, the Parents shall become immediately liable to pay Fees in lieu of Notice less the Acceptance Deposit as a debt at the full Fees rate including agreed reductions, bursaries and deferments, if applicable, for the Term following 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.

7.3. Prior consultation: It is expected that the Parents will consult with the SLT and/or teacher before they give Notice.

7.4. Cancellation rights: Parents have the right to cancel the contract within 14 days of the date of acceptance provided the school is notified in writing of this. In such circumstances the Acceptance Deposit will be refunded together with any fees paid pro-rated if the School has provided any educational services under this agreement.

7.5. Termination by the School: The School may terminate this agreement on one Term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit 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.

8. Other duties and responsibilities

8.1. Parents agree to make practical contributions to the School as outlined in the Parents' Guide and the Parent Information Policy, as found on the School's website.

8.2. Parents are requested to familiarise themselves with the contents of the Parents' Guide and Parent Information Policy, to ensure, amongst other things, smooth communication with the School.

9. Events beyond the control of the parties

9.1. Force majeure: An event beyond reasonable control of the School or the Parents is a **Force Majeure Event** and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

9.2. Notification: If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations 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.

9.3. Continued force majeure: If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 8.2 above shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

9.4. Termination: If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 8.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

10. General contractual matters

10.1. Changes to these terms and conditions: The School may change these terms and conditions from time to time to reflect changes in the law or in custom and practice at the School. The Parents will be provided with a copy of any revised terms and conditions before any changes take effect.

- 10.2. Changes to the School:** The School, as any other, is likely to undergo a number of changes during the period of this agreement. Wherever possible, the School will endeavour to consult with the Parents and to provide as much notice as possible of a change to the School which it considers will have a significant impact in the Pupil's education or welfare. In addition, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.
- 10.3. Consumer rights:** Care has been taken to use plain language and to give clear explanations in the terms and conditions. If any words 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 Parents' statutory rights.
- 10.4. Consultation:** It is not practicable to consult with Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice in writing of:
- 10.4.1.** a change of ethos or culture; or
- 10.4.2.** a change in any physical aspect of the School which would have a significant effect on the Pupil's education or pastoral care; or
- 10.4.3.** a change in ownership of the School.
- 10.5. Data Protection:** The School has a Data Protection and Information Sharing Policy which explains how the School will use the Parent's and Pupil's personal data and can be found on the School's website. The Parents must read this policy in full before signing the acceptance form.
- 10.6. Information for parents:** We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's website or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the SLT that the information is accurate before returning a completed acceptance form to the School.
- 10.7. Third party rights:** Only the School and the Parents 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.
- 10.8. Interpretation:** These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.

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

As a charity we charge only to cover our costs and offer extensive public benefit.

South Devon Steiner School - an activity of Rudolf Steiner School South Devon Limited
Registered in England Company number: 1693887
Registered Office: Hood Manor, Dartington, Devon. TQ9 6AB
Registered Charity Number: 286434