



NEWCASTLE UNDER LYME SCHOOL

Telephone: 01782 631197 Fax: 01782 632582

STANDARD TERMS AND CONDITIONS (Edition May 2012)

1. The School

- a) **The School** is Newcastle-under-Lyme School, a Company limited by guarantee that also has charitable status. The School includes Newcastle-under-Lyme Junior School, Orme Nursery and the Senior School, acting by the Governing Body as now or in the future constituted.
- b) **The "Headmaster"** means the Headmaster from time to time of the School, as appointed by the Governors of the School, and includes those to whom any of the duties of the Headmaster or the School have been responsibly delegated.
- c) **The "Parent/s"** means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child. Parents 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 Student's education at home and to ensure that the Student maintains appropriate standards of punctuality, behaviour, diligence, language, discipline, dress and appearance.
- d) **"Governing Body"/"Board of Governors"/"Governor/s"** means the Governors of Newcastle-under-Lyme School who are appointed from time to time under the terms of the governing instrument referred to above and who are responsible for governance of the School.
- e) **Our Aims:** Newcastle-under-Lyme School aims to provide access for children from all social and economic backgrounds and to enable all our pupils to:
 - Achieve their full academic and personal potential
 - Become articulate and confident
 - Access a broad education with a wide variety of both curricular and extra-curricular opportunities
 - Develop a positive work ethic
 - Access a wide range of leadership opportunities
 - Develop the skills and values they require to take their place as responsible citizens in society
 - Develop a clear sense of self-motivation, self-discipline and personal integrity
 - Develop into the whole person who lives life to the full and shows courtesy, care and consideration to others
 - Identify the most appropriate direction for the next stages of their lives

- f) **Changes at the School:** A successful school must initiate and respond to change. The offer of a place and its acceptance are given on the basis that, in the interests of the School as a whole, reasonable changes may be made from time to time to these standard terms and conditions, to the size and location of the School, to its premises and facilities, to the academic and games curriculum and the structure and composition of classes and the way the School is run, to the rules and disciplinary framework, to the length of the School terms and the School day and to any other aspect of the School. Fee levels will be reviewed each year and there will be reasonable increases from time to time. If the ownership or legal status of the School changes, the School's rights and obligations under these Terms and Conditions will be deemed assigned to the new entity. Parents would be given adequate notice of any significant proposals or change of policy likely to affect the school community as a whole.
- g) **The Standard Terms and Conditions:** These Standard Terms and Conditions, The Acceptance Form, School Rules and Disciplinary Procedures constitute the terms of a contract between the Parents and Newcastle-under-Lyme School. We believe that these standard terms and conditions reflect the customs and practice of independent schools for many generations. The rules about change and about notice and fees in lieu of notice and the other rules set out below are provided in good faith. They promote stability, forward-planning and the proper resourcing and development of the School. They help also to protect Parents from increases in fees and liabilities caused by the defaults of others. Any waiver is effective only if given in writing by the Headmaster or Bursar personally. The Fees List and the School Rules, as varied from time to time, are part of these Terms and Conditions. Nothing in these Terms and Conditions affects the statutory rights of Parents.

2. **Care and Good Discipline**

- a) **Headmaster's Authority:** The Parents authorise the Headmaster to take and/or authorise in good faith all decisions which the Headmaster considers on proper grounds will safeguard and promote the Student's welfare.
- b) **Student's Rights:** A Student 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 or adoptive Parents. If a conflict of interests arises between a Parent and a Student, the rights of, and duties owed to, the Student will in most cases take precedence over the rights of, and duties owed to, the Parent.
- c) **Conduct and Attendance:** The School attaches importance to courtesy, integrity, manners and good discipline. The Student 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. All Students will receive health education appropriate to age in accordance with the curriculum from time to time.
- d) **Medical Declaration:** Parents will be asked to complete a form of medical declaration concerning the Student's health and must inform the Headmaster in writing if the Student develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious diseases.
- e) **Student's Health:** The Headmaster may at any time require a medical opinion or certificate as to the Student's general health. A Student of sufficient age and maturity is entitled to insist on confidentiality.

- f) **Medical Information:** Throughout a Student's time as a member of the School, the School Nurse/Medical Officer shall have the right to disclose confidential information about the Student if considered to be in the Student'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.
- g) **Emergency Medical Treatment:** The Parents authorise the Headmaster to consent on behalf of the Parents to the Student's receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Student's welfare and if the Parents cannot be contacted in time.
- h) **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Headmaster. The Headmaster is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of a Student is at issue.
- i) **School Rules:** The School Rules which apply are set out in the School Rules document published from time to time. Each Student 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 Student to know what is expected and to encourage courtesy and consideration for others. Each Student and Parent should read the School Rules. Parents and Students have an opportunity on request to see the current School Rules before they accept the offer of a place.
- j) **School Discipline:** The Parents hereby confirm that they accept the authority of the Headmaster and of other members of staff on the Headmaster's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Student and the school community as a whole. The School's Behaviour Management Policy which is current at the time applies to all Students 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.
- k) **Investigative Action:** The School will investigate any complaint or information received about misconduct. Students may be interviewed during the course of an investigation (either as a witness or as somebody who may be involved). The School has the legal authority to search a Student and/or his/her belongings in certain circumstances, and reserves the right to exercise this authority during the conduct of an investigation. Any search will be conducted in accordance with section 9 of the Behaviour Management Policy (available on the School website). All reasonable care will be taken to protect the Student's human rights and freedoms, and if it becomes clear after an investigation that a Student may face formal disciplinary action then Parents will be informed as soon as it is possible to do so.
- l) **Procedural Fairness:** Any disciplinary action that could involve suspension, withdrawal or expulsion of the Student from the School will only be taken after a thorough and fair investigation by a senior member of staff. All reasonable efforts will be taken to ask Parents to attend a meeting with the Headmaster before such a decision is taken, but the School reserves the right to take such a decision without such a meeting if a meeting proves impossible to arrange within a reasonable timeframe. In such circumstances arrangements will be made for the Student to be accompanied by an adult (normally a teacher) of the Student's choice. In certain circumstances (for example to protect the safety of others) it may be necessary to suspend a Student immediately and without notice, pending a meeting with Parents.

- m) **Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to Parents or others any confidential information or the identities of Students or others who have given information which has led to the complaint or which the Headmaster has acquired during an investigation.
- n) **Drugs & Alcohol:** A Student may be requested to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of school discipline. A sample or test in these circumstances will not form part of the Student's permanent medical record.
- o) **Terminology:** In these Terms and Conditions "**Suspended**" means that a Student 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. "**Withdrawal**" means that the Parents have withdrawn the Student from the School. "**Exclusion**" means that the Student may not return to School until arrears of Fees have been paid. "**Expulsion**" means that the Student has been required to leave the School permanently in the circumstances described below.
- p) **Sanctions:** The School's current policies on sanctions are available to Parents on request or on the School website 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.

3. Admission and Entry to the School

- a) **Registration:** Students will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us. Admission and entry will be subject to the availability of a place and the Student and Parents satisfying the admission requirements at the time.
- b) **Equal Treatment:** The School is a mainstream, day school for boys and girls aged 4-18 years. The School has a Christian ethos but welcomes staff and children from many different ethnic groups, backgrounds and creeds. 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 the Equality Act 2010 in order to accommodate the needs of applicants, Students and members of the staff who have disabilities for which, after reasonable adjustments, we can cater adequately.
- c) **Offer of a Place and Deposit/s:** If in due course, a place is offered, deposits up to the value of 10% of the current annual school fee will be payable when the Parents accept the offer. An offer of a place for a Student at the School is accepted by completion of the acceptance form and paying the deposit. £150 of the Acceptance Deposit 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. Subject to 5b) below, the remainder of the Acceptance Deposit will be credited, without interest, to the first term's fees. Until credited the Acceptance Deposit will form part of the general funds of the School.

- d) **Moving to the Senior School:** A Student who is moving from the Junior School to the Senior School will be required to show an ability to do so through ongoing internal assessments. Students who have joined the Junior School by the beginning of Year 5 will be eligible for an Assessed Place based on results in these assessments. If a student is not offered an Assessed Place they will have the opportunity to sit the Entrance Examination set for all external candidates. A new offer and acceptance of a place will be required and a new Acceptance Deposit will be payable. The retained deposit paid on entering the Junior School will transfer to the Senior School.
- e) **Moving to the Sixth Form:** Whilst the School undertakes to accept a Student in the Senior School from the time of joining until the end of the Student's secondary schooling the School shall not be obliged to permit a Student to enter the Sixth Form, or progress from the Lower Sixth Form to the Upper Sixth Form, unless satisfied that it is appropriate to do so having regard to the Student's academic attainment and all other relevant circumstances.

4. Fees and Extras

- a) **Items Covered:** Fees cover the normal curriculum together with most books and stationery. Other items incurred by the School or the Student may be charged as Extras. Any extra curricular activities, trips and visits to which a Parent has given agreement will be charged as Extras. In particular, all public examination charges and any additional charges incurred in providing for the special educational needs of a Student will be charged as Extras. The Student is for these purposes agent of the Parents. Damage done by a Student, other than fair wear and tear, may be separately invoiced and must be paid as an extra.
- b) **Payment:** The Parents undertake to pay the Fees applicable for each school year. Fees are due and payable before the commencement of the school term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid.
- c) **Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a Student is released home after public examinations or otherwise before the normal end of term; or for any cause other than exceptionally and at the sole discretion of the Headmaster or Bursar in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out below in clause 6) apply when a Student is permanently expelled.
- d) **Exclusion for Non-Payment:** The right is reserved on 3 days written notice to exclude a Student while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to a Governors' Review will not normally arise but the Chair of Governors has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the Parents. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Student. A Student who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion. (Then a term's Fees in lieu of notice will be payable in accordance with the Provisions about Notice in Section 5 below.)

- e) **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 Parents from any liability under these terms and conditions unless an express release has been given in writing signed by the Bursar. The School reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.
- f) **Late Payment:** The School reserves the right to refuse to allow a Student to attend the School or withhold any references while fees and extras remain unpaid. The right is also reserved to charge interest at 1.5% per month on unpaid fees including any fees in respect of which an instalment arrangement has been terminated. The Parents consent to the School informing any other school or educational establishment to which they propose to send their child of any outstanding fees. All costs incurred in the collection of unpaid fees including the School's administration costs and any costs and disbursements paid to solicitors and/or others acting on behalf of the School shall be recoverable in full. It is agreed that the amount of all late payment charges should reflect the commercial rates that would be applied by a financial institution in a case of unauthorised and unsecured borrowing. Such charges will be recoverable by action if necessary. Cheques delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. Any sum tendered that is less than the sum due and owing may in any event be accepted by the School on account only. The rules in clauses 4 and 5 of these terms and conditions are intended to protect those Parents who pay fees on time and to safeguard the School against consequences of the defaults of others.
- g) **Scholarships and Bursaries:** Every scholarship, bursary or other award or concession is a privilege and is subject to high standards of attendance, diligence and behaviour on the Student's part and to the Parents' treating the School and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. The value of a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed.
- h) **Instalment Arrangements:** An agreement by the School to accept payment of fees by standing order or direct debit or any other arrangement for payment of fees by instalments will cease automatically in the event of any default for 30 days or more. On ceasing, the full amount of fees then due shall be payable forthwith as a debt and interest will start to accrue. A reasonable handling charge may be charged in respect of payments by instalments and will be notified in advance of any agreement.
- i) **Appropriation of Fees and Extras:** The School reserves the right to appropriate any payment made on behalf of a Student to the outstanding account of any other Student of the same immediate family.
- j) **Fee Increases:** Fees are reviewed from time to time. If less than a term's notice is given of a fee increase notice of withdrawal given within 21 days after notice of the increase was received will not incur a term's fees in lieu of notice.

5. **Events Requiring Notice In Writing**

a) **Definitions**

Notice to be given by Parents means (unless the contrary is stated in these terms and conditions) a term's written **notice addressed to and actually received by the Headmaster or Bursar. No other notice will suffice. Notices must be hand delivered or sent by recorded or guaranteed delivery post to the school address.**

Provisional Notice is valid only for the term in which it is given and only when written and accepted in writing by the Headmaster or Bursar. The only exception to this is in the event of relocation and this has been agreed in writing with either the Headmaster or the Bursar.

Term means the period between and including the first and last days of each school term.

A Term's Notice means notice given before the first day of a term and expiring at the end of that term. Unless otherwise notified term dates for this purpose shall be deemed to start on 1st January, 15th April and 1st September.

Fees in Lieu (of notice) means fees in full for the term of notice at the rate that would have applied had the Student attended and not limited to the parental contribution in the case of a scholarship or bursary.

- b) **Cancelling Acceptance:** The cancellation of a place which has been accepted is normally a breach of contract which can cause long term loss to the School if it occurs after other families have taken their decisions about schooling for their children. If the Parents cancel their acceptance of a place less than a term before the entry date or the Student does not join the School after a place has been accepted and not cancelled, a term's Fees will be payable and the deposit will be credited to the account. Parents who cancel acceptance on more than a full term's notice before entry will not be required to pay Fees in lieu of notice but the deposit will be retained by the School. Cases of serious illness or genuine hardship may receive special consideration on written request. Unless otherwise notified term dates for this purpose shall be deemed to start on 1st January, 15th April and 1st September.
- c) **Withdrawal by Parents:** If a Student is withdrawn on less than a term's notice, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question. The charge to a term's Fees 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. A student's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by parents.
- d) **Other Events Requiring Written Notice:** A term's written notice is required to discontinue an extra or a term's fees for the extra will be payable in lieu as a debt. The School may terminate this agreement on one term's written notice sent by ordinary post and otherwise under clauses 6 b) and c) below.

- e) **Address for Notices:** The postal address of the School is Newcastle-under-Lyme School, Mount Pleasant, Newcastle-under-Lyme, Staffordshire ST5 1DB. Each notice or receipt from the School to the Parents shall be deemed received by the Parent if sent to the address of a Parent as shown on the Acceptance Form or (if different) the address shown on the School's entry list or the last known address of the Parent.
6. **Withdrawal and Expulsion of a Student**
- a) **Leaving Status:** The expression "leaving status" has reference to whether the Student has been expelled or withdrawn, and to the record which will be entered into the Student's file as to the reason for leaving, and the Student's status as a leaver, and the transfer of the Student's work to another educational establishment, and also to the financial aspects of the Student's leaving. These and any other relevant matters of leaving status will be discussed by the Headmaster with the Parents and, where appropriate with the Student, at the time of the Headmaster's decision.
- b) **Expulsion:** A Student may be expelled from the School if it is proved on the balance of probabilities that the Student has committed a very grave breach of school discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Headmaster shall act with procedural fairness in all such cases. Parents will be given details of the review procedure current at the time. The Headmaster's decision shall be subject to a Governors Review if requested by a Parent. The Student shall remain away from school pending the outcome of the Review.
- c) **Fees after Expulsion:** If the Student is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms, There will be no charge to fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable.
- d) **Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the Student, temporarily or permanently from the School, if, after consultation with a Student and/or Parent, the Headmaster is of the opinion that by reason of the Student's conduct or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, or if a Parent has treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw the Student as an alternative to removal being required. The Headmaster shall act with procedural fairness in all such cases, and shall have regard to the interests of the Student and Parents as well as those of the School
- e) **Fees Following Removal:** If the Student is removed in the circumstances described above, the rules relating to Fees and Deposit shall be the same as for permanent exclusion save that the Deposit will be refunded in full without interest.
- f) **Access:** A Student who has been withdrawn or excluded from the School has no right to enter school premises without the written permission of the Headmaster.

7. **General Conditions**

- a) **Special Precautions:** The Headmaster needs to be aware of any matters that are relevant to the Student's security and safety. The Headmaster must therefore be notified in writing immediately of any court orders or situations of risk in relation to a Student for whom any special safety precautions may be needed. A Parent may be excluded from school premises if the Headmaster, acting in a proper manner, considers such exclusion to be in the best interests of the Student or of the School.
- b) **Parental Communication:** The School will be entitled (unless otherwise notified) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of all such signatories to the agreement. Unless other arrangements are agreed between a Parent and the School we shall be entitled to treat any communication from the School to any such person as having been made to each of them.
- c) **Residence During Term Time:** The Headmaster must be notified in writing immediately if a Student will be residing during term time under the care of someone other than a Parent.
- d) **Education Guardians:** A Student of any age whose Parents are resident outside the United Kingdom must have an education guardian in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian.
- e) **Absence of Parents:** When both Parents will be absent from the Student's home for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for contact with the adult who will have the care of the Student.
- f) **Absence of Students:** The Headmaster must be informed in writing of any reason for a Student's absence from School. The School's prior consent should be sought for any absence from the School. It should be noted that the School can only grant permission for a pupil to be absent in exceptional circumstances. Under the terms of the Education Act, no more than 10 days absence can be granted in any one school year unless exceptional circumstances apply. Furthermore the School can delete a child's name from the roll (require withdrawal of the child) after 10 school days of unauthorised absence.
- g) **Leaving School Premises:** The School is unable to prevent a Student leaving school premises in breach of School Rules and is not legally entitled to do so in the case of a Student aged 16 years or over.
- h) **Student's Personal Property:** Students are responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School. Where possible they should have it marked with their own name. A Student may not bring any item of equipment on to the school premises which runs off mains electricity without prior written permission of the Bursar.

- i) **Insurance:** Parents are responsible for insurance of the Student's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises. From time to time the School can, via its insurance brokers, offer other forms of insurance such as personal accident benefits or fee remission insurance, but the School does not accept a contractual duty to do so. Parents may obtain further information on application to the Bursar.
- j) **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Student or Parents or for loss or damage to property.
- k) **Complaints:** Any question, concern or complaint about the pastoral care or safety of a Student must be notified immediately to a member of the Pastoral staff or in the case of a grave concern must be notified in writing to the Headmaster and/or by telephone and/or by email in a case of emergency. A copy of the School's current Complaints Policy will be supplied on request or can be seen on the School website.
- l) **Learning Difficulties and Disabilities:** The School will do all that is reasonable in the case of each Student to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- m) **Screening for Learning Difficulties and Disabilities:** The screening tests available to Schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that a Student may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
- n) **Information about Learning Difficulties and Disabilities:** Parents must notify the Headmaster in writing if they are aware or suspect that a Student has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information.
- o) **Confidentiality:** The Parents authorise the Headmaster to override their own and (so far as they are entitled to do so) a Student's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote a Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Student may have. The Parents consent to the School making use of information relating to a Student for the purposes of communicating and managing relationships with Students and former Students of the School. In all other respects the School will take care to preserve the confidentiality of information relating to Students and Parents. The School reserves the right to monitor the Student's e-mail communications and internet use.
- p) **Public Examinations:** The Headmaster may, after consultation with a Parent and Student, decline to enter a Student's name for a public examination if, in the exercise of professional judgement, the Headmaster considers that by doing so the Student's prospects in other examinations would be impaired and/or if the Student has not prepared for the examination with sufficient diligence, for example, because the Student has not worked or revised in accordance with advice or instruction from the staff.

- q) **Reports and References:** Information supplied to Parents and others concerning the progress and character of a Student, 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.
- r) **Intellectual Property:** The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of a Student in conjunction with any member of staff of the School and/or other Students at the School for a purpose associated with the School. Any use of any such intellectual property rights by a Student is subject to the terms of a licence to be agreed prior to the use between the Student, his/her Parents and the School. The School will allow the Student's role in creation/development of intellectual property rights to be acknowledged.
- s) **Student's Original Work:** Copyright in the Student's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer generated material, belongs to the Student. Most such work (but not examination scripts) will be returned to the Student when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to our retaining such work at School premises until, in our professional judgement, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Student's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the Headmaster and staff.
- t) **Representations:** Our prospectus, website and school promotional material describe the broad principles on which the School is presently run and gives an indication of our history and ethos. In using images of pupils the School will ensure that no direct contact details of individuals are divulged. Although believed correct at the time of publication, the prospectus, website and school promotional material are not part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus, website, promotional material, or a statement made by a member of staff or a Student during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering this agreement.
- u) **Allocation of Teaching Staff:** The school cannot undertake for particular pupils to be taught, or not taught, by particular members of staff.
- v) **Consumer Protection:** Care has been taken to use plain language in these terms and conditions and to explain the reasons for any of the terms that may appear one-sided. If any word/s, alone or in combination, infringe the Unfair Terms in Consumer Contracts Regulations 1994 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.
- w) **Interpretation:** These terms and conditions supersede those previously in force and will be construed as a whole and 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. Examples given in these terms and conditions are by way of illustration only and are not exhaustive.
- x) **Jurisdiction:** This contract was made at the School and is governed exclusively by English Law. The Parents agree to submit to the exclusive jurisdiction of the English courts.

- y) **Changes to Terms and Conditions:** The School reserves the right to make amendments to the Standard Terms and Conditions at any time, and Parents agree to abide by the latest version. The latest version will be made available on the School's website or a paper/electronic copy can be sent on request.

*Newcastle-under-Lyme School: a Company Limited by Guarantee
Registered in England: Company Number: 6611453
Registered Office: Mount Pleasant, Newcastle-under-Lyme,
Staffordshire ST5 1DB Telephone: 01782 631197
Facsimile: 01782 632582 Website: www.nuls.org.uk
Email: info@nuls.org.uk Charity Number: 1124463*

JPL/CBQ/12