

# Polam Hall School

## Form of Acceptance

We/I hereby accept the offer of a place at the School for with effect from Autumn Term 2009 and enclose a cheque payable to “Polam Hall School” for £xx as a deposit.

We/I acknowledge and agree that the terms and conditions attached to this Form of Acceptance, as varied from time to time, form part of the contract between us/me and the School. In particular, we/I agree to pay all fees and supplemental charges when due.

*Before signing this Form of Acceptance, you should read the School Rules and draw them to the attention of your child.*

We/I acknowledge receipt of a copy of the current School Rules. We/I agree that we/I and our/my child shall observe and be bound by the School Rules as varied from time to time.

Signed by: .....  
Parent/Guardian\* ..... Date  
.....  
Parent/Guardian\* ..... Date

\* Please delete as appropriate

***[NB: Each person with parental responsibility for the child is required to sign this Acceptance Form.]***

# Polam Hall School

## Terms and Conditions

### 1. Definitions

(a) In these terms and conditions

"Acceptance Form" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"child" means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

"the Complaints Procedure" is the School's procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School;

"deposit" and "fees", mean the sums 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;

"School Rules" means the rules of the School, a copy of the current version of which is provided to each child on entry and is sent to parents with the letter offering a place at the School, as those rules may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. Parents will be given notice of such amendments;

"term" means a term of the School as notified to parents from time to time;

"a half term's notice" means notice given not later than the first day of each half term preceding the half 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 legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires;

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or a person who with who the School's written consent replaces a person who has signed the Acceptance Form.

- (b) The Acceptance Form, the Schedule of Fees, the School Rules, the Complaints Procedure and these terms and conditions constitute the terms of a contract between you and Polam Hall School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

**2. Acceptance and Deposit**

- (a) An offer of a place for your child at the School is accepted by your completing the Acceptance Form and paying the deposit.
- (b) The deposit is not refundable if your child does not take up a place at the School. 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 your child's leaving.
- (c) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the School you shall give written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start. If such notice is received by the School by that time the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. If such notice is received on or after that date, half a term's fees (charged at the rate applicable for the term immediately preceding the term when your child was due to start) shall be payable and shall become due and owing to the School as a debt.

**3. School Fees**

- (a) All the costs incurred in the usual course of the education by the School of your child, including the provision of most necessary educational materials, shall be met by the fees unless otherwise notified by the School.
- (b) Some curricular and any extra-curricular activities such as private music lessons, trips and visits in which you agree your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.
- (c) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained the prior written consent of both the School and the remaining parent.

If your child has been awarded a scholarship and/or a bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn with immediate effect if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. If, within 14 days following the withdrawal of a scholarship or bursary, a child is withdrawn from the School, no fees in lieu of notice will be payable.

- (d) Fee invoices must be paid in full on or before the first day of each term. If monthly instalments are preferred, a surcharge at the rate of 3% will be added to the invoice total.
- (e) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees remain unpaid or there is a persistent default in relation to fees or supplemental charges. We may make a surcharge of 2.5% per month on outstanding invoices for late payment. You consent to our informing any other school or educational establishment to which you may propose to send your child of any outstanding fees.
- (f) 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 half a term's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term.
- (g) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.

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

- (a) If you wish to withdraw your child from the School (other than at the normal leaving date), you shall either give half a term's notice to that effect or shall pay to the School half a term's fees in lieu of notice, at such rates as would have been charged for the final term of provision if half a term's notice had been given.
- (b) If you wish to change your child's place at the School from a boarding to a day place (or from a termly to a weekly boarding place), you shall either give half a term's notice or shall pay to the School the difference between the boarding and the day fees in lieu of notice, at such a rate as would have been charged for the final term of provision if half a term's notice had been given.

- (c) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a half term's notice to that effect or shall pay to the School a half term's charges for the activity in which your child has ceased to participate.
- (d) The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

## **5. School Rules**

- (a) It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- (b) The School may undertake drugs testing of pupils on accordance with its drugs policy as set out in the School Rules. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- (c) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.

## **6. Disciplinary Procedures**

- (a) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if he/she considers that your child's attendance, progress or behaviour (including behaviour outside school) is unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.
- (b) The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child if the behaviour of you or either of you is in the opinion of the Head unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- (c) Should the Head exercise his/her right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and any deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.

- (d) The School Rules set out examples of offences likely to be punishable by suspension or permanent exclusion. These examples are not exhaustive, and in particular the Head may decide that suspension or permanent exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- (e) The review of serious disciplinary matters is governed by the Complaints Procedure.

## **7. The School's Obligations**

- (a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of their schooling.
- (b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.
- (c) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in their studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- (d) In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or the immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (e) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- (f) Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected

in the current version. We will give parents a notice of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect and where practicable will consult with parents on such changes.

- (g) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.
- (h) Religious observance at the School shall be conducted in accordance with the School Rules.

## **8. The Parents' Obligations**

- (a) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.
- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (c) 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.
- (d) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (e) We cannot accept any responsibility for the welfare of your child while off the School premises unless they are taking part in a school activity or otherwise under the supervision of a member of the School staff.
- (f) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.

## **9. Insurance**

Unless already covered by Personal Household Insurance policies, pupil's possessions whilst at school are covered by the School's own insurance policy up to a maximum of £500 per pupil subject to a Single Article limit of £250. Claims are subject to an excess of £50 and the School's insurance brokers will require evidence that pupil's possessions are not covered by parent's own household insurance before agreeing liability.

Your child is also included in a mandatory personal accident insurance scheme, the charge for which is added to each term's fees.

## **10. Confidentiality and References**

- (a) You consent to our supplying information and a reference in respect of your child to any educational institution, which you may propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on their ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- (b) You consent to us making use of information relating to your child whilst he/she is at the School and after she has left for the purposes of managing relationships with the School and current pupils, providing references and communicating with the body of former pupils.

## **11. Intellectual Property Rights**

We shall recognise any intellectual property rights vested in your child.

## **12. Changes in Ownership etc**

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform and consult with all parents in relation to such changes.

## **13. 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 these terms and conditions).

- (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 or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) For the avoidance of doubt, this agreement shall terminate at the end of your child's schooling which may be at the end of the fifth form if your child does not meet any requirements imposed under Clause 7(a) for entry to the sixth form.

**14. Communications**

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Head 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.

**15. Interpretation**

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

**16. Jurisdiction and Governing Law**

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

**17. Variations**

We reserve the right to change or add to these terms and conditions 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 send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

# SCHOOL RULES

Good behaviour, courtesy and consideration of others are expected of all pupils at all times.

## **Punctuality**

- Pupils are expected to arrive punctually in their form rooms for morning and afternoon registration. Arrivals after 8.55 a.m. should sign in book, in Office corridor, and then go to Foyer until the end of Reading - not straight to form rooms. Pupils are expected to arrive punctually at lessons.

## **Reading**

- Pupils must enter Theatre in single file with Form Tutor. There is to be complete silence on the way to Reading, in the Theatre, and pupils should leave the Theatre quietly.

## **Tidiness**

- Everyone is responsible for tidiness inside and outside School. Form rooms should be tidy at the beginning of morning and afternoon school. At 4.00 p.m. Form Rooms must be left tidy. Pupils on tidiness rota each week must check their form rooms and cloakroom area.

## **Stationery**

- Monitors collect stationery from Stationery Office (near to Main Office) on Tuesday and Friday, at Recess. Books, when full, are signed by teachers.
- Sixth Form issue – see Sixth Form Regulations.

## **Telephones**

- Telephone calls may be made from coin box in Old Hall, but not during lessons.
- Mobile phones and pagers for L4-U5 **must** be handed into the Office on arrival at school (named and switched off) and collected at 4.00 p.m.
- Sixth Form may keep own phones, **provided** they are on their person and switched off during lessons and in public places.

## **Uniform**

- Correct uniform is expected at all times.
- No girl will be allowed into Darlington in winter months unless she is wearing a school blazer or school coat. In summer months shirt sleeves or school blazer or school coat are permitted.
- **No** jewellery except cross and chain/symbol of pupil's own religion to be worn
- **No** ear rings or ear studs. Occasionally exceptional permission may be given for the wearing of studs for two weeks at the beginning of Autumn term provided permission has been obtained from the Headmistress or Deputy Head in advance.
- Flat shoes, dark brown or black - leather only - not patent or suede. Shoes to be kept clean and polished. No heels higher than 5 cms. Shoes must be a suitable style for school.
- **No** games sweaters are to be worn instead of school sweaters.
- **No** games shoes are to be worn in school.
- Bottle opaque tights may be worn by girls up to and including Lower 5. Black opaque tights may be worn by M5 upwards.
- White ankle socks may be worn as an alternative to tights.
- **No** winter boots worn in school. (Remember to bring school shoes to change into.)
- Only school scarves allowed.

- Bags should be in the school regulation bag (L4-U5 inclusive), available from the School outfitter.
- **No** nail varnish.
- Hair must be of a natural colour and must be kept tidy in a style suitable for school. Hair bands and scrunchies must be regulation green (available from the School outfitters) or black.

#### **Absences**

- If pupils are away from school, parents/guardians should telephone the school office by 10 a.m. on the first day of absence, giving the reason. On the pupil's return to school a letter must be sent to the Form Tutor from the parent stating reason for absence.

#### **Fire Drill**

- All pupils should be aware of Fire Drill. Please read notices in each room.

#### **Belongings**

- Significant sums of money and valuable items should not be brought to school. **Any money brought into school must be kept securely in a pocket and not left unattended.** You may also hand money for safekeeping into the School Office or Form Tutor, to be collected at 4.00 p.m.
- All clothing and belongings including purses, watches and calculators should be named.
- Parents are advised to make certain that their own insurance arrangements cover personal belongings (e.g. watches and musical instruments) that their sons/daughters may bring into school, since the Governors do not accept responsibility for such items.

#### **Lunch**

- Early lunch passes needed from Staff and must be signed by Staff. Pupils to go in bell order to Dining Room.
- Long hair must be tied back off the face during lunches.
- **No** food or drink is to be taken out of the dining room.

#### **Eating and Drinking**

- No eating or drinking in classrooms, only in Dining Hall at Break and lunchtime.
- Snacks, e.g. sweets, chocolate bars and crisps, **not** sandwiches or oranges, may be eaten at break. All rubbish to be put in bins (**no** half-drunk cartons/cans). U5 to eat in Common Room, **not** classroom.

#### **Lunch Leave**

- Girls below the Sixth form will be allowed into town at lunchtime in pairs in exceptional circumstances only.
- A note from a parent/guardian/housemistress for each girl requesting permission must be given to the Deputy Head immediately after Reading on the day in question. The Deputy Head will give the office the names of girls on lunch leave. Girls must have school lunch first, then sign out a pass in the school office. Girls should sign pass in at the office by 1.40 p.m.
- Girls in uniform must wear school coat or blazer into town. In hot, summer weather shirt sleeves only will be permitted.

#### **Library**

- There should be silence in the Library at all times. Any books taken out must be correctly signed for. **No** eating or drinking in the Library.

### **Grounds**

- The School grounds are open to the pupils but the School reserves the right to close certain areas, e.g. the Pond, according to weather conditions, etc.

### **Forbidden substances**

- No alcohol may be brought onto the School premises and smoking is forbidden.
- No chewing gum allowed in school.
- Abuse of other chemical substances, legal or illegal, is not permitted.

### **Detention**

- These are at the discretion of the staff. Pupils submitting unsatisfactory work will be required to attend either an informal detention (staff landing) during the lunch hour or a formal detention after school 4.15-5.00 p.m. In the case of a formal detention parents/housemistress will be informed in advance of the date of the detention.

### **Internal Traffic**

- Pupils should walk in single file along corridors and on stairs, **keeping to the left** to avoid congestion.

### **External Traffic**

- Pupils who are delivered to school by car after 8.30 a.m. and collected before 4.30 p.m. should normally be taken to and collected from the Polam Road entrance.
- Between 8.30 a.m. and 9.00 a.m. and between 3.30 p.m. and 4.30 p.m. the Grange Road entrance should only be used by motor vehicles concerned with delivering or collecting a junior department pupil and/or a member of staff.

### **Pupils Driving Cars**

- Pupils who drive themselves to school must have written permission from their parents and must complete the standard form. They must see that their name is added to a list kept by the Head of Sixth Form of such permissions.
- Similarly pupils travelling in cars driven by other pupils must also have parental consent.
- Whilst pupils are permitted with this consent to drive to and from the school they are not allowed to drive their cars during the school day, i.e. at any time between 8.50 a.m. and 4.00 p.m. either on or off the school site.

### **Discrimination**

- Polam Hall does not discriminate between pupils or staff on grounds of race or creed.
- Pupils are encouraged to respect the culture, background and faith of their fellow pupils.