

TERMS AND CONDITIONS

These are the terms and conditions on which we provide educational services. Please read these terms carefully before you accept our offer of a place at the School for your child. These terms tell you who we are and how and on what basis the School will provide educational services.

We are Bethany School Ltd, a charity registered in England and Wales. Our charity number is 307937 and our registered office is at Curtisden Green, Goudhurst, Cranbrook, Kent, TN17 1LB.

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the Bursar, Mr Stuart Harris, telephone 01580 211273 or email bursar@bethanyschool.org.uk to discuss.

ADMISSIONS

Children may be considered for entry to the School provided they will have reached the age of eleven by 1st September of the year of entry. Most pupils join the School in September but entry in January or April is also possible.

Admission may be by one of the following:

1. The School's own Entrance Assessments. These are appropriate for entry at 11+, 12+ and 13+, and are usually taken in the year prior to the intended admission. The School is also happy to mark and report back on Common Entrance papers taken at 13+ by those children in preparatory schools, although Common Entrance is not a requirement at 13+.
2. On the basis of satisfactory reports, references and interview. This method is suitable for entry at other stages, especially into the Sixth Form.
3. Overseas pupils who are following a curriculum similar to that of the UK and for whom English is their first language will be required to sit the same Entrance Assessments as UK based pupils. These will be completed either at their current school or at the offices of the British Council or an educational Agent, as appropriate. An interview, school reports and reference and specialist reports will also be required, as relevant.
4. Pupils for whom English is an additional language will be required to sit our Bethany EAL assessments. School reports and references will also be required and, where possible, an interview. It is vital for us to ensure that, with our full EAL support, they will be able to cope with a full UK curriculum on arrival.
5. Pupils with disabilities and other SEN will be considered for entry to the School subject to the School being satisfied that it will be able to meet the majority of the needs of the child. In most cases there are detailed discussions with parents and outside agencies regarding the ways in which the School may be able to accommodate the child's needs without adversely affecting the education of other pupils. Such pupils are normally admitted for a trial period to monitor and assess how well the School meets their needs with feedback provided from the pupil, parents and teachers before a final decision is made.

Acceptance and deposit:

1. An offer of a place for your child at the School is accepted by your submitting this completed Acceptance Form and paying the deposit.

Withdrawing a pupil from the School:

1. A full term's notice in writing to the Headmaster is required for the withdrawal of a pupil from the School or for a change from boarding to day status or vice versa. If no such notice is given, a full term's fees may be charged. This also applies to any of the optional lessons taken by the child.
2. The relevant deposit is payable at the time of acceptance of a place. Once accepted in writing, the place is also liable to the conditions above. This means that if an accepted place is not taken up, a term's fees in lieu of notice will be payable.
3. If you withdraw your acceptance of a place after submitting this Acceptance Form and paying the deposit but BEFORE your child starts at the School you must give us written notice before the first day of the term immediately preceding the term in which your child was due to start.

Your rights to end the contract

You may end this contract at any time by notice in writing to the School if:

1. You have a legal right to end the contract because of something we have done wrong; or
2. The School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

For the avoidance of doubt, this contract shall end at the end of your child's schooling, which may be at the end of Year 11 if your child does not meet the requirements for entry to the Sixth Form.

FINANCE

1. School fees are calculated annually for all Year Groups (including Years 11 and 13) and are invoiced termly in advance.
2. Fees include: Lunches, tuition, textbooks, compulsory stationery, School magazines, house funds, basic laundry (for boarders only), FOBS (Friends of Bethany School) subscriptions.
3. Fees do not include: any extra-curricular activities (such as private music lessons, trips and visits) in which you agree in advance your child may participate. In addition, all public examination charges shall be charged as supplemental to the fees. The accounts for optional lessons are sent out, separately and in advance, by the instructors concerned and become due for payment then. Musical instrument hire charges are due to the School and will be added to the School account retrospectively.

Responsibility for payment

1. Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School both before and after a pupil reaches his/her majority at eighteen years old.
2. A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice AND PROVIDED THAT they have obtained the prior written consent of both the School and the other person who has signed the Acceptance Form.
3. A term's notice is also required to withdraw your child from any activity that requires supplemental charge.

Making payments

1. Fees for a particular term may be paid in instalments by Direct Debit. Such an arrangement will be subject to a separate agreement for the payment of that term's fees only, where the payment due dates are specified in the relevant invoice. This arrangement is called the Direct Debit Scheme. If you wish to enter into a termly arrangement for the payment of fees, the Fees Clerk or Registrar will be pleased to supply the necessary Direct Debit mandate form. We will then send you the details of the Direct Debit Scheme. Please note all extras must be paid separately in full at the beginning of each term. If the Direct Debit is returned unpaid for two different months, the opportunity to pay by the Direct Scheme will be removed.

Unpaid fees

1. An administration charge of 1% per month may be made on fees unpaid at the due date.
2. Should fees remain unpaid at half term, the pupil will not be permitted to return to the School until the account is cleared or an agreed payment schedule is in place.
3. All final term fees are to be cleared before the pupil leaves the School. If a pupil's fees account is in arrears when he/she leaves Bethany to change schools, we reserve the right to divulge this information to the new school. Any credit on the account at the end of the final term (including the deposit) will be returned once all invoices for extras have been cleared. This will normally be during the course of the following term.

Other

1. Cash payments of over £1000 will not be accepted.
2. Whilst every effort is made to absorb rising costs, all fees are subject to increases from time to time. Such increases will be notified in advance and in writing. The Governors hope always to be able to give one full term's notice of such increases.
3. No reduction in fees is made for non-attendance due to sickness or any other cause. Parents may wish to consider insuring themselves against such an eventuality.
4. Pupils will be included in a personal accident and personal effects insurance scheme automatically and this is not charged separately. Details of the private health insurance and dental care insurance are available from the Bursar. It is essential that requirements for health and dental insurances are made clear to the Bursar, in writing, before the start of term.
5. The School reserves the right to conduct a credit check of the fee payer, should it deem necessary.

MEDICAL TREATMENT

The School Medical Centre is supervised by a Registered Nurse in conjunction with the School's Medical Officer who is a fully qualified local General Practitioner. It provides independent advice and guidance to Bethany pupils and staff according to the guidelines of the Nursing and Midwifery Council and the General Medical Council.

While every effort will be made to obtain the consent of the parent or guardian to medical treatment, in exceptional circumstances the Headmaster or a Housemaster/Housemistress, acting *in loco parentis*, is authorised to give valid consent to such treatment (including anaesthesia, blood transfusion, or surgery) as may be recommended by the School Medical Officer or other relevant or specialist doctor.

In certain specific and unusual circumstances the School's policy of seeking parental consent can be restricted by confidentiality and consent issues by which the School's Medical Officer and Nurse may be bound. In these circumstances the School Medical Officer or other relevant or specialist doctor may, at the child's request, authorise treatment without informing the child's parents or guardian or other members of staff including the Headmaster.

The School reserves the right to permanently remove the child from the School if insufficient medical information has been disclosed or if the child develops a medical need which the School is unable to meet with reasonable adjustments.

DISCIPLINE

It is a condition of remaining in the School that your child complies with the School rules as detailed in the School's Behavioural and Discipline Policy and as amended from time to time.

The Headmaster has full disciplinary powers over pupils in the School, including those over eighteen. Sanctions may include suspension. If, after enquiry, the Headmaster or Housemaster/ Housemistress considers that a pupil has committed a grave offence, he is free to order the pupil to be removed from the School. In these circumstances no claim shall arise for the return of any portion of the fees payable for that term.

The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School rules. The drugs policy has been adapted with the aim of safeguarding the health and safety of all pupils.

The School reserves the right, subject to applicable data protection legislation, to monitor your child's email, and/or social media communication and internet use for the purpose of ensuring compliance with the School's Internet Policy, which both you and your child are required to sign on admission to the School.

The School will process personal data about you and your child in accordance with the Data Protection Act 1998.

The Headmaster may, at his discretion, require you to remove or may suspend without prejudice a pupil who is subject to a police investigation or a safeguarding allegation, or if he considers that your child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Headmaster the removal is in the best interests of your child or other pupils.

You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head reviewed. Any such review shall be governed by the School's Written Complaints Procedure Policy which is available on our website.

UNIFORM

Pupils in Years 7 to 11 wear uniform; details are supplied with the joining instructions and on the School website. Members of the Sixth Form are permitted to wear a business suit within specified guidelines at their Housemaster/Housemistress's discretion.

OVERSEAS PUPILS

The School assists with travel arrangements, passports, visa applications and vaccinations. The following points apply specifically to children whose parents live abroad:

1. Fluency in spoken and written English must be sufficient to readily follow class instructions.

2. Pupils from outside the EU must have a guardian in the United Kingdom, preferably within a reasonable distance from the School. The Guardianship Form must be completed prior to entry.
 - a. Overseas pupils are required to remain boarders for the duration of their education.
 - b. Overseas pupils may remain in School for Home Weekends but may not remain in School during half term or School holidays.
3. In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system for immigration purposes, you consent to us notifying and/or supplying information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the United Kingdom Visas and Immigration (UKVI) unit of the Home Office (and to do so whether we actually sponsor your child or not).
4. The BUPA Health Insurance Scheme is compulsory.

THE SCHOOL'S RESPONSIBILITIES

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 his or her secondary education.

The School is not obliged to permit your child to enter the Sixth Form without having met our minimum entry requirements. The School may make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations. Furthermore, entry into Year 13 may be conditional upon the achievement of satisfactory AS level grades.

While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her 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.

In order to fulfil our responsibilities, we need your co-operation, in particular by fulfilling your own responsibilities under these terms and conditions; encouraging your child in his or her 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 as appropriate.

You consent to us providing a reference to any education institution your child may attend.

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 an 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.

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 aspect 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 monitor your child's progress at the School and produce regular written reports. We will advise you if we have any concern about your child's progress and about what course of action should be taken.

You may be asked to withdraw your child without being charged fees in lieu of notice if, in the opinions of the Headmaster, the School cannot provide adequately for your child's additional educational needs.

PARENTS' RESPONSIBILITIES

In order to fulfil our obligations under this contract and to make a constructive and good faith relationship with you, we need your cooperation to fulfil your obligations under this contract.

It is a condition of your child joining the School that you complete and submit 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 short or long-term, including any infections.

If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not allow him or her to return to School until such time as the health risk has been averted.

You undertake to inform the School of any situations where special arrangements may be needed in relation to your child. Failure to disclose relevant information could jeopardise the level of support your child may receive.

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 each such person. 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 each of them.

The Headmaster 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.

We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a School activity or otherwise under the supervision of a member of the School staff.

If you have cause for concern regarding 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.

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.

VARIATIONS

We reserve the right to change 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, if possible, send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

Copies of the current terms and conditions can also be obtained via the Bethany School website at www.bethanyschool.org.uk.