



**PARENT CONTRACT**  
**2023/2024**



2.6 Pupil: means the child named on the acceptance form. The age of the Pupil will be calculated in accordance with British custom.

### 3 Admission and entry to the School

3.1 Registration and Admission: Applicants will be considered as candidates for Admission and Entry to the School when the registration form has been completed and returned to Us and the non-returnable Application Fee paid. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time. The admissions requirements are set out in the School's Admissions Policy current at the time and published on the School's website. Admission occurs when the Parents accept the offer of a place. Entry occurs on the date when the Pupil attends the School for the first time under these terms and conditions.

3.2 Ethos and character: The School is a mainstream, boarding and day school for boys and girls aged from 4-18 years and comprises:

3.2.1 Caterham Prep School (a mainstream day school for boys and girls aged from 4 to 11 years); and

3.2.2 Caterham School (a mainstream day and boarding school for boys and girls aged from 11 to 18 years).

The School has a Christian ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds.

3.3 Offer of a place and deposit: A deposit (Acceptance Deposit) as shown on the fees list for the relevant year will be payable when the Parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest net of any sums due to the School on leaving, unless stated otherwise in these terms and conditions or unless the Parents wish to donate the Acceptance Deposit to a bursary fund in the School. See also clause 9.8.

3.4 Additional Deposit: For reasons of administration, the right is reserved to require payment by parents of an additional deposit (Additional Deposit), as shown on the fees list for the relevant year, in the case of a pupil whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the School until the Pupil leaves and will be repaid by means of a credit without interest net of any sums due to the School on leaving, unless stated otherwise in these terms and conditions. See also clause 9.8.

3.5 Immigration: The School currently holds a Child Student sponsor licence. The Parents must inform the Headmaster when returning a completed boarding application form or at any other time if their child requires sponsorship from the School in order to obtain a visa to study at the School. The School does not sponsor day pupils on a Child Student Visa. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this School and the Parents shall permit the School to take and retain copies of all documentation required to be kept by the School in order to comply with its duties as a Child Student sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents. The parents shall immediately inform the School of any intended or actual change in the Pupil's accommodation arrangements during their period of sponsorship. Please also see clause 9.16.3.

### 4 Fees

4.1 Fees: may include alone or in combination any of the Application Fee, the Acceptance Deposit, the Additional Deposit, tuition fees, boarding fees, lunch fees (which where applicable are

compulsory), fees for extra tuition, other extras such as house charges

4.7 **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 1.5% per month accruing on a daily basis. The School also reserves the right to charge an administration fee of £25 on any failed direct debit collection. 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.

4.8 **Part-payment:**

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.

5.2 Organisation of the curriculum:

writing if at any time they are aware or suspect that the Pupil has a learning difficulty. The Parents must provide the School with copies of all written reports and other relevant information. The Pupil's place will be cancelled, or, once the Pupil has started, the Parents will withdraw the Pupil upon request if, in the professional judgement of the Headmaster and after consultation with the Parents and with the Pupil (where appropriate), the School is unable to provide adequately for the Pupil's special educational needs. The usual provision regarding Notice of Withdrawal and Fees in lieu of Notice do not apply in this circumstance. The School reserves the right to charge for the provision of additional teaching and other support arrangements where it is lawful to do so.

5.11 Moving up the School: The Pupil's progression from Year 2 to Year 3 will be subject to the discretion of the Prep School Headmaster who must be satisfied that the Pupil will be able to cope with the pace and rigour of academic life at the next stage. A pupil who is moving from the Prep School to the Senior School is required to show an ability to do so. It is assumed that if the Pupil satisfies the relevant criteria at the time he / she will progress through the School and will ultimately complete Year 13. The relevant criteria for progression through the School are set out in the School's Admissions Policy and / or Sixth Form brochure. The Parents will usually be consulted before the end of the Spring Term if there appears to be any reason why the Pupil may be refused a place in the next year at the School. Unless the Pupil will be leaving at the end of Year 13 the Parents must give a Term's Notice in writing (i.e. before the start of the Summer Term) in accordance with the provisions about Notice in Section 9 below if they do not intend the Pupil to proceed to the next year of the School, or a Term's Fees in lieu of Notice will be payable.

5.12 Intellectual property: Where the Pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the School may use that work for the purpose of promoting the

The Parents agree that the Pupil shall be subject to School discipline in all respects whilst



6.6.4 to maintain safety and good order; or

6.6.5 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.

6.7



## 6.17 Transport:

## **8 Behaviour and discipline**

- 8.1 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 the Pupil is at issue. The Parents accept that the School's policies,

**8.8 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. Sanctions m

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. A Withdrawal under this clause is not subject to a Governor's Review. See clause 8.15 and clause 8.16.

- 8.13 Fees following Removal: If the Pupil is removed or withdrawn in the circumstances described in clause 8.12, the provisions relating to Fees shall be as set out in clause 8.11 save that the Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any sums owing to the School.
- 8.14 Leaving status: The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion or Removal or Withdrawal.
- 8.15 Governors' Review: The Parents may request a review by Governors (Governors' Review) of a decision to expel or require the Removal of the Pupil from the School or from boarding (but not a decision to suspend the Pupil unless the suspension is for 11 School days or more, or would



9.11 Cancelling a deferred place for Year 9: If after the expiry of the 14 day period described in clause 9.5 above the Parents cancel a place offered and accepted in Year 6 for Entry to the School in Year 9 they shall:

9.11.1 be entitled to a refund of the Acceptance Deposit and the Additional Deposit , if paid, provided that Notice of Cancellation is received before 1 January when the Pupil is in Year 7; or

9.11.2 not be en



- 9.16.4 immediately where after seven days from the School requesting that they do so Parents have not made arrangements which the School considers are suitable with an education guardian or accommodation provider; or
- 9.16.5 immediately where either of the Parents has made a false declaration or given a false or misleading disclosure to the School or has failed to disclose to the School anything which they are required to disclose; or
- 9.16.6 immediately if at any time either of the Parents is declared bankrupt or is a Designated Person under any UK enactment or convicted of a criminal offence anywhere



part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.

11.10 Jurisdiction: This contract was 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

**Schedule 1: Summary of clause 1:**



## Cancellation form

### Cancellation of contract

#### To the parents:

If you wish to cancel your Parent Contract with Caterham School within the 14 day period, please notify the Head, by email, letter or fax, at the School address. Below is some suggested wording.

#### To the Head of Caterham School:

Caterham School  
Harestone Valley Road  
Caterham School  
Surrey  
CR3 6YA

I / We hereby give notice that I / we cancel the Parent Contract as set out in:

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