



**PARENT CONTRACT**

202 /202



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

compulsory),



but cannot guarantee that the Pupil will achieve his / her desired examination results or that



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

- 5.15 The cost of educational visits: The School will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in clause 5.14.1 to 5.14.4 above. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will



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

not legally entitled to prevent a pupil aged 16 years or over from leaving School premises during School hours.

- 6.11 **Residence during Term time:** The Pupil, except when boarding, is required during Term time and at weekends, exeats (permitted periods of time away from School) and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the School. The Headmaster must be notified in writing immediately if the Pupil will be residing during Term time under the care of someone other than the Parents or his / her education guardian.
- 6.12 **Communications from the Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents unless there is clear evidence of a contrary view. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Pupil from the School. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 9.2.
- 6.13 **Absence of the Parents:** When both the Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer, the Headmaster must be told in writing the name, address and telephone number for 24 hour contact with the adult who will have the care of the Pupil.
- 6.14 **Education guardians:** The Parents if resident outside the United Kinom must be fore Entry appoint an education guardian for the Pupil 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. The School accepts no responsibility for the Pupil when he / she is in the care of the Parents or the education guardian. The Parents or th

- 6.17 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 6.18 **Pupil's personal property:** The Pupil is responsible for the security and safe use of all his / her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to them by the School.
- 6.19 **Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst at School or on the way to and from School or any School-

## **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.

**8.8 Sanctions: The School's current policies on sanctions are available to the Parents on request**

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

**9.4 Withdraw or Withdrawal: means the withdrawal of the Pupil from the School by the Parents**









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 England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Caterham School: a Company Limited by Guarantee  
Registered in England, Company Number: 05410420  
Registered Office: Caterham School, Harestone Valley Road, Caterham Surrey CR3 6YA  
Registered Charity Number: 1109508

January 2024

## Schedule 1: Summary of clauses containing financial consequences

Event	Clause
Offer of a place and deposit	3.3
Additional Deposit	3.4
Indemnity	4.4
Refund or waiver	4.5
Exclusion for non-payment	4.6
Late payment	4.7
Fees following Expulsion	8.12
Fees following Removal	8.14
Cancellation rights	9.5
Fees in lieu of Notice	9.6
Termination by the Parents	9.8
Other Notice requirements	9.9
Cancelling a deferred place for Year 9	9.11
Cancelling a place offered in the Term before Entry	9.12
Discontinuing extra tuition	9.15

## **Schedule 2: Cancellation notice and cancellation form (with reference to Clause 9.5)**

### **Contract for educational services (Parent Contract)**

If your contract with the School was formed entirely by means of distance communication (i.e. by post, fax or electronic communication) without a face to face meeting with a member of the School staff you have the right to cancel the contract within 14 days. The 14 day cancellation period will commence on the day following our receipt of your completed and signed acceptance form.

To exercise your right to cancel, you must inform us at the School address of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or fax, or an email). You may use the attached model cancellation form, or your own wordin

**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:

- the letter of offer
- the Conditions of Award (if applicable)
- the School's Terms and Conditions
- the acceptance form returned to the School on [insert date]; and
- the fees list.

Name of pupil: .....

Name(s) of parent(s): .....

Address(es) of parent(s): .....

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