



## Standard Terms & Conditions

### 1. *Glenalmond College*

- a. **The School** is Glenalmond College which includes all year Groups Second, Third, Fourth, Fifth, Lower and Upper Sixth Forms. It is assumed that a pupil will, except where prior arrangement has been made and subject to conduct and academic attainments, progress through the School and complete A Levels or Highers. The school is currently constituted as a charitable trust acting by its Council.
- b. **The Warden** is the person appointed by the School to be responsible for the pupil and includes those to whom any of the duties of the Warden or the School have been responsibly delegated.
- c. **The Council** means the Council of Glenalmond College who is appointed from time to time under the terms of its governing instrument and who are responsible for governance of the school.
- d. **The Parent/s** are those who have parental responsibility individually and jointly. 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 pupil's education at home and to ensure that the pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.
- e. **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.
- f. **The Standard Terms and Conditions:** 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 also help 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 Warden personally. The Note of Fees 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. **Parents' Authority:** The parents authorise the Warden while in loco parentis or acting on behalf of a pupil who has reached the age of 16, to take and/or authorise in good faith all decisions that safeguard and promote the pupil's welfare. Parents' consent to such physical contact, as may be lawful, appropriate and proper for teaching and to provide comfort to a pupil in distress or to maintain safety and good order. Corporal punishment is not used. Parents' consent also to emergency treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under NHS or at a private hospital where certified by a person who is appropriately qualified, necessary for the pupil's welfare and if parents cannot be contacted in time.

- b. **Conduct and Attendance:** We attach importance to courtesy, integrity, manners and good discipline. The pupil is expected to take a full part in the activities of the School, to adhere to the start and finish dates of terms, half terms and Leave Outs (and, if a day pupil, 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 pupils will take part in a Personal and Social Development programme which will include health and sex education appropriate to age in accordance with the curriculum from time to time.
- c. **The Pupil's Health:** The Warden may at any time require a medical opinion or certificate as to the pupil's general health. Parents must inform the Warden in writing if the pupil has any known disability, 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 or has any known emotional problems or special learning needs. Boarding Pupils are required to register with the Crieff Health Centre Medical Practice, unless otherwise agreed by the Warden. There is a Medical Centre staffed with suitably qualified Nurses, and the School Medical Officers visit regularly. Each pupil entering the School is required to have a medical examination. Those with parental responsibility are entitled to be present. Parents must comply with the School Medical Officer's quarantine regulations as varied from time to time.
- d. **Infectious disease control:** The College may, in line with our policy on infectious disease control, at any time require pupils to return home, or remain at home, if following advice or instruction from the local health authority this is deemed to be in the best interests of the community. For certain infectious diseases (e.g. human pandemic flu or avian flu) the public health authority may require the College to close completely and send all pupils home to parents or guardians. In such circumstances fees will not be refunded or waived by the College and parents are reminded that it is their responsibility to arrange suitable insurance cover for such eventualities.
- e. **Discipline:** The Warden is responsible for the care and good discipline of pupils while they are in the charge of the School or its staff and for the day to day running of the School and the curriculum. The Warden is responsible also for the imposition of any sanction including exclusion for non-payment or fees, suspension during investigation or following a breach of school discipline, and removal or expulsion under clause 6 below. The Warden is not responsible, unless negligent, for a pupil who is absent from School in breach of school discipline. It is a condition of remaining at the School that parents and the pupil (including a pupil aged 16+ and 18+) accept the school regime and the Rules (in so far as they are lawful and reasonable) as to appearance and dress and the rules of school discipline that apply from time to time.
- f. **Handbook for Parents and Guardians:** Each parent is supplied with a copy of the Handbook that gives information about the school and is an easy reference guide for new families joining. Each pupil and each parent should read the Code of Behaviour; Expectations and Encouragement and Sanctions policy in this handbook.

### 3. *Admission and Entry to the School*

- a. **Registration:** Pupils will be considered for admission and entry to the School when the Registration Form has been completed and returned and the non-returnable registration fee of £100 paid. Admission and entry will be subject to the availability of a place and the pupil satisfying the admission requirements at the time. The School operates an equal opportunity policy.
- b. **Equality:** The School is a mainstream boarding and day school for boys and girls aged 12-18 years and complies with the Scottish Council of Independent Schools Accessibility Policy. At present some of our facilities are limited in terms of access for the disabled, but we do all that is reasonably possible to ensure that the School's curriculum, culture, policies and procedures are made accessible to pupils who have disabilities. In doing so we recognise our legal and moral responsibilities under equality legislation concerning the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, we can cater adequately.
- c. **Offer of a Place and Deposits:** If, in due course, a place is offered, a Security Deposit of £500 will be payable on acceptance. The Security Deposit is not refundable in the event of the pupil being withdrawn. The Security Deposit will be repaid by request to the Bursar and by means of a credit to the billing account. Parents who wish for the deposit to be returned are to email the Bursar in the pupils final term and the credit will be applied on the final leavers bill. If, after the final payment of fees or other sums due to the School after leaving, there is a credit balance on the account, this will be refunded to the bill payers nominated bank account after a period of up to four months after the pupil has left. Until credited it will form part of the general funds of the School.

- d. **Fee Deposit:** In the case of a pupil who requires a Child Student visa, one term's fees are due on acceptance of a place. This will be repaid by means of a credit on the pupils final terms invoice.
- e. **Immigration:** The School is currently a registered UK Border Agency sponsor. Parents must inform the Warden when returning a completed Registration 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. Where a child is sponsored by the School for immigration purposes, the parent shall permit the School to take and retain copies of the child's passport and visa. It shall be the parents' responsibility at all times to ensure that their child has the appropriate immigration permission to reside in the United Kingdom and to study at the School. A copy of the child's birth certificate and a consent letter signed by both parents is also required.

#### 4. *Fees and Extras*

- a. **Items Covered:** Fees cover the normal curriculum together with the expenses of games, membership of the CCF, use of the library, a basic stationery pack, laundry and sewing (for boarding pupils) and other charges which are common to all pupils and may also include the Registration Fee, Security Deposit or Fee Deposit. Other items incurred by the School or the pupil may be charged as Extras. The pupil is for these purposes an agent of the parents. Damage done by a pupil, other than fair wear and tear, may be separately invoiced and must be paid as an extra. All books necessary for the courses which are not reusable for subsequent years will be advised and charged as extras and become the property of the pupil. Extra charges relate, for example, to individual costs such as examination fees, trips/activities, music lessons, and certain art materials.
- b. **Payment of fees and extras:** Fees for each school term must be paid before the first day of the relevant term and invoices will be issued in advance. Alternatively, by prior arrangement, we will accept payment of the fees for each term by instalments by direct debit or such other method as may be agreed with the Bursar. Agreed instalments are free of interest and other charges and are due and payable prior to the end of term in which they are applicable. See clause (f) below for details of interest and charges on late payment.
- c. A pupil may be excluded from the School at any time when fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion. A full term's fees in lieu of notice will then be payable. The School is an agent only in respect of any goods and services which are supplied by a third party via the School to pupils or their parents. Fees will not be refunded or waived for absence through sickness unless covered by Fees Insurance; or if a term is shortened or a vacation extended; or if a pupil is released home after public examinations or otherwise before the normal end of term; or for any other cause except at the sole discretion of the Warden. If an item of the fees invoice is under query, the balance of that fees invoice must be paid.
- d. **Responsibility for payment:** Fees are the joint and several responsibility of each person who has signed the Acceptance Form or who has parental responsibility for the pupil or has paid any fees or has returned the pupil to the School or given instruction in relation to the pupil. The School may withhold any information or property while fees are unpaid.
- 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:** A late payment charge of £100 will automatically be charged to any account where there is no prior agreement to make a payment after the invoice's due date. The right is reserved to make additional late payment charges composed of simple interest calculated on a daily basis at 1.5% per month, from the first day of each term/instalment due date, and all administration and legal costs in relation to any sums that are unpaid by the due date. 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. Payments made 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 clause 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. **Appropriation:** Save where the Parents expressly state the contrary, the School shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the School to the unpaid account of any other child of the Parents.
- h. **Scholarships and Fee Assistance:** Every scholarship and fee assistance award is subject to high standards of behaviour, attendance and work. The terms of a scholarship or fee assistance award and in particular the terms upon which benefits may become repayable are set out in the offer letter (where applicable) to parents.
- i. **Instalment arrangements:** Where the School has agreed to accept payment of fees by direct debit or any other arrangement for the payment of fees by instalments, this does not alter the fact that fees are due before the first day of each term. Any such instalment arrangement 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 as per clause f) above.
- j. **Review of fees:** Fees are reviewed from time to time and may be increased by such amount as the Board of Governors considers reasonable. Notice will be provided of any such fee increase.
- k. **Fees in advance scheme:** The school operates a scheme where parents can pay lump sum amounts in advance. Further details are available from the Finance Department.

## 5. *Events Requiring Notice in Writing*

- a. **Cancelling Acceptance:** A full term's fees (less deposit/s held) will be payable by the parents if, for any reason, they cancel their acceptance of a place less than a full term before entry or the pupil does not join the School after a place has been accepted. Parents who withdraw giving a full term's notice before entry will not have to pay fees in lieu but the security deposit will be retained by the School.
- b. **Withdrawal from the School:** A full term's notice must be given before a pupil is withdrawn from the School or a term's fees in lieu will be due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled. The pupil's decision to withdraw from the School, shall, for these purposes, be treated as a withdrawal by the parents. The main reason for these rules is to ensure that the School has sufficient notice with which to plan fee levels, other resources and the curriculum. Cases of serious illness or genuine hardship may receive special consideration on written request to the Bursar.
- c. **Other Events Requiring Written Notice:** Half a term's written notice is required to discontinue an extra (being music, piping or similar termly commitments) or a term's fees for the extra will be payable in lieu as a debt. A full terms written notice is required to discontinue Golf School Membership. The School may terminate this agreement on one full term's written notice sent by ordinary post and otherwise under clauses 6a) and b) below.

## 6. *Removal and Expulsion of a Pupil*

- a. **Removal at the Request of the School:** Parents may be required, during or at the end of term, to remove the pupil, without refund of fees, temporarily or permanently from the School if, after consultation with a parent, the Warden is of the opinion that the conduct or progress of the pupil has been unsatisfactory or if the pupil, in the judgement of the Warden, is unwilling or unable to profit from the educational opportunities offered (or a parent has treated the School or members of staff unreasonably) and in any such case removal is considered to be warranted. The Security Deposit will be refunded in the event of removal from the School and fees in lieu of notice will not be charged but all outstanding fees will be payable in full.
- b. **Expulsion:** A pupil may be expelled at any time if the Warden is reasonably satisfied that the pupil's conduct (whether on or off school premises or in or out of term time) has been prejudicial to good order or school discipline or to the reputation of the School. The Warden will act fairly and in accordance with the procedures of natural justice and will not expel a pupil other than in grave circumstances. There will be no refund of fees following expulsion (and all unpaid fees must be paid). The Security Deposit will not be returned/credited, but fees in lieu of notice will not be charged.
- c. **Discretion of Warden:** The decision to exclude, suspend or require removal or expel a pupil and the manner and form of any announcement shall be in the sole discretion of the Warden. In no circumstances shall the School or its

staff be required to divulge to parent/s or others any confidential information or the identities of pupils or others who have given information which has led to suspension, the requirement to remove, or expulsion or which the Warden has acquired during an investigation.

- d. **Review:** In the event of expulsion or of a pupil's removal being required, the Warden will advise parents of the procedure (of which copies are available on request) under which a written application for a review of the decision may be made.
- e. **Access:** A pupil who has been withdrawn, excluded, suspended, removed or expelled from the School has no right to enter school premises without the written permission of the Warden.

## 7. *Boarding*

- a. **Change from Boarding to Day:** A full term's written notice is required before a pupil changes from boarding to day status or a term's difference in fees will be payable in lieu. The Warden may at any time require removal of the pupil, temporarily or permanently, from boarding in any of the circumstances described above in clauses 6 (a) and (b). In that event, there will be no refund of fees for the balance of that term.
- b. **Day Pupil Overnight Stay:** If a day pupil stays at school overnight, for whatever reason (out with the allocated free evenings) charges for food and accommodations are raised according to the Day Pupil Overnight Tariff.
- c. **Travel Arrangements:** The right is reserved to charge all administration and other expenses including staff supervision where the School has to make travel or other arrangements for a pupil before, during or at the end of a term.
- d. **Fees in Lieu of Notice:** The fees in lieu rate for a boarding pupil are the boarding rate.
- e. **Guardians:** When both parents reside outside the United Kingdom, parental responsibility must be delegated to a suitable adult who has agreed to take full responsibility for the pupil when not at school and who can, if necessary, come to the School at short notice. This is a requirement for all pupils whose parents live overseas.

## 8. *General Conditions*

- a. **Special Precautions:** The Warden needs to be aware of any matters that are relevant to the pupil's security and safety. The Warden must therefore be notified in writing immediately of any court orders or situations of risk in relation to a pupil for whom any special safety precautions may be needed. A parent may be excluded from school premises if the Warden, acting in a proper manner, considers such exclusion to be in the best interests of the pupil or of the School.
- b. **Leaving School Premises:** A pupil leaving school premises without permission commits a serious breach of School Rules and will be subject to disciplinary sanctions. The School is not, however, under normal circumstances, able physically to prevent a pupil leaving school premises and therefore the school cannot accept responsibility. A pupil will normally be asked for details as to mode of travel and the address and a contact telephone number where the pupil can be contacted when not at school premises.
- c. **Absence of Parents:** When both parents will be absent from the pupils' home for a 48 hour period or longer, the School requires, in writing, the name, address and telephone number for a 24 hour contact of the adult to whom parental responsibility has been delegated in loco parentis.
- d. **Liability and Insurances:** The School does not, unless through an act of negligence on the part of the School, accept responsibility for accidental injury or loss of property. The School undertakes to maintain those insurances which are prescribed by law. The School is not the agent of the parents for any purpose related to insurance. Parents must make their own insurance arrangements to cover their child's person or property while at School or on the way to and from School and on School sponsored activities. The School has travel insurance cover which covers pupils and their possessions when away from School and on School organised trips. Parents must make their own insurance arrangements if they require cover for the payment of fees due to absence of their child or closure of the School premises. Pupils are included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

- e. **Pupils' Personal Property:** Pupils are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly marked with the owner's name. The College, in ensuring the health, safety and welfare of pupils as well as adherence to school rules, reserves the right to check and examine pupils' personal possessions (including locked drawers, cupboards and wardrobes) without notice, when and if the Warden deems such action necessary.
- f. **Concerns/Complaints:** Parents who have cause for serious concern as to a matter of safety, care or quality of education must inform the Warden without delay.
- g. **Support for Learning:** The School wishes to monitor each pupil's progress and each term parents will receive a report either in writing or at a meeting with the subject teachers. Parents will be notified if it appears that the pupil is falling behind with studies. The School will, through its basic screening programme and on-going monitoring of pupils, take all reasonable steps to recognise specific learning difficulties such as dyslexia, dyscalculia and attention deficit disorders. Formal diagnosis of such difficulties or conditions can only be made by a qualified Educational Psychologist. The School may suggest to parents that a referral to such a person should be made, at the parents' expense. Support for learning is coordinated within the School for those with a diagnosed learning difficulty, and also for those who may be in need of support and who have been identified by the school as having a potential learning difficulty, but who do not have a formally diagnosed problem.
- h. **Confidentiality:** The parents' consent on the pupil's behalf to the School Medical Officer and the School Nurse, acting conscientiously and in a professional capacity, informing others and the Warden and parents in confidence of any matter concerning the pupil which, in their opinion, is material to the safety and well-being of the pupil and/or others. The parents' consent also to the School communicating with any other school which the pupil attends or which a parent proposes the pupil should attend about any matter concerning the pupil or about payment of fees, whether in electronic or other format. In all other respects, the School will take care to preserve the confidentiality of information concerning the pupil and parents.
- i. **Examinations, Reports and References:** The School will enter a pupil's name for examination if the Warden is satisfied that such is in the best interests of the pupil. Information supplied to parents and others concerning the progress and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. Where parents are separated or divorced, reports and other information will be sent to the person with whom the pupil normally resides. Duplicate reports will only be sent by prior arrangement in writing made with the Warden's Office.
- j. **Intellectual Property:** The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of a pupil in conjunction with any member of staff of the School and/or other pupils at the School for a purpose associated with the School. Any use of any such intellectual property rights by a pupil is subject to the terms of a licence to be agreed prior to the use between the pupil, his/her parents and the School. The School will allow the pupil's role in creation/development of intellectual property rights to be acknowledged.
- k. **Website:** The School website describes the broad principles on which the School is presently run and gives an indication of our history and ethos. Parents wishing to place specific reliance on a matter given on the website should seek written confirmation of that matter before entering this agreement.
- l. **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 1999 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.
- m. **Use of photographs:** Unless parents specifically request that photographs may not be used, the school may, from time to time, use photographs of pupils for publicity purposes. Parents may request that no photographs of their children are used in any promotional material of the College.
- n. **Data Protection:** By signing the acceptance form or by agreeing to be bound by these terms and conditions, the Parents, on behalf of themselves and so far as they are able on behalf of the Pupil, authorise the School to process personal information including financial and sensitive personal information as is deemed necessary for legitimate purposes of the School. Our Privacy Policy has full details and is available at

<https://www.glenalmondcollege.co.uk/privacy/>. When a pupil leaves the School their name and address will be passed to the OG Club to enter on their database, unless the pupil requests otherwise.

- o. **Interpretation:** These terms and conditions supersede those elsewhere and will be construed as a whole. Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of the terms and conditions.
- p. **Jurisdiction:** This contract was made at the School and is governed exclusively by Scottish Law.

## 9. *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 Warden. No other notice will suffice. *Provisional Notice* is valid only for the term in which it is given and only when written and accepted in writing by the Warden.

**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 term and expiring at the end of term. Half a Term's Notice means notice given before the first day of term expiring at half term, or notice given before half term expiring at the end of term.

**Fees in lieu (of notice)** means fees in full for the term of notice at the rate that would have been applied had the pupil attended and not limited to the parental contribution in the case of a scholarship or fee assistance.

**Glenalmond College reserves the right to amend or alter these terms and conditions: all parents would be duly notified.**