



MORETON HALL  
PREPARATORY SCHOOL

TERMS AND CONDITIONS

## AIMS

Moreton Hall Prep School exists to provide high quality education for boys and girls. The aim of the school is to nurture each child to achieve and develop their personal best in a happy, caring family atmosphere. This is achieved through offering a well-balanced and broad curriculum; placing a high priority on literacy and numeracy skills; valuing each child as an individual and teaching them self-motivation and confidence within a stimulating environment; encouraging each child to develop a sense of responsibility and self-discipline, with high standards of courtesy and behaviour; teaching the children to show respect for one another; ensuring that parents are always welcome in the school to build a partnership of trust and confidence. Moreton Hall is a Catholic school welcoming children and staff of all faiths. Our compass is Catholic, our community is represented by all faiths.

## ACTIVITIES

Besides games, music and drama, there is a healthy range of extracurricular activities arranged at lunchtime, after school or at weekends. Paid extras include: judo, squash, Spanish, individual music lessons, speech and drama, swimming and others. An up to date list can be obtained from the Office. Extras are paid for in advance before the start of each term. A whole host of activities are arranged throughout the year for the children staying at school for the weekend. There can be an occasional and small charge for excursions and this will be disbursed to your end of term account.

## AIRPORTS

UK guardians should arrange transport to and from airports for overseas boarders for which there will be a charge.

## THE SCHOOL DAY

Pupils arrive between 08:15 and 08:30. A Breakfast Club caters for those who need to make an arrangement for an earlier drop off at 08:00 and must be booked in advance with the Headmaster's Secretary. The Prep school pupils finish lessons at 16:45 and then do homework until 17:15 when they may go to clubs until 18:00 provided they have pre-booked at the start of each term. Pre-Prep finishes at 15:30; clubs, which are booked at the start of each term, run until 16:30 and Late Stay is available until 17:15. Transition finish Prep at 16:30.

## FRIENDS OF MORETON HALL

This association is an umbrella organisation for current parents who wish to contribute to the school, arranging social functions ranging from Bonfire Night to a biennial summer ball.

## GUARDIANS

It is the responsibility of parents of overseas boarders to appoint a guardian in this country who can act on their behalf in any emergency and who can accommodate the boarder at half-term and exeat when the school is closed. A place at the school cannot be offered without this requirement being met by the parents and communicated to the school.

## MASS

Mass is celebrated once a month and all the Prep school attend. On Sunday morning the boarders are all taken into town by the Headmaster to celebrate Mass at St Edmund's Church.

## PASTORAL CARE

Each child at Moreton hall belongs to a form with a designated Form Teacher. The Form Teacher provides the first and foremost pastoral umbrella for you child, but is supported by their House Leader and Headmaster also. New pupils are carefully matched up with a 'buddy' to ease them into school life and every pupil benefits from our Peer Listening service as well as our Independent Listener. The Housemaster and Housemistress are responsible for the welfare of the boarders, from laundry to homesickness, supported by the matrons who also provide the care for day pupils who fall ill whilst at school. All medicines brought to school must be handed in to Matron with an accompanying letter giving details of dosage or frequency of use.

## MEALS

There are three sittings for lunch: 12:00 Pre-Prep; 12:45 Years 3-5; 13:30 Years 6-8. All meals are cooked on site from fresh, locally sourced ingredients. All dietary needs are accommodated and menus are published in advance.

The boarders have breakfast at 07:45 and supper at 18:30. Day pupils may join these meals by prior arrangement.

## MEDICAL FORMS

Boarding parents need to send to school on the day of arrival, if not before, the pupil's National Health Service Medical Card duly signed, together with the school's Medical Form filled in completely. It is essential that the name of the pupil's last doctor is entered if the pupil's last address was in this country. The children will then be registered with the school doctor at Mount Farm surgery.

## MUSIC LESSONS

Children can learn a wide variety of instruments. Lessons take place during academic time, but will be rotated so that the same lesson is not missed each week. A term's notice must be given before a child ceases to learn an instrument.

## UNIFORM

A copy of the school uniform list can be obtained from the school office. We ask that all children wear regulation school uniform, and that all uniform is clearly named with sew-on labels.

## STANDARD TERMS AND CONDITIONS

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 consulted and/or given adequate notice of any significant proposals or change of policy likely to affect the school community as a whole.

*The School's Obligations:* We reserve the right to make changes to any aspects of the School, including the curriculum. We will give parents a term's notice of any changes in the curriculum that we regard as significant to your child and where practicable will consult with parents on such changes. The Headmaster, in consultation with the Governors, 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 Headmaster is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of school discipline and removal or expulsion. The Headmaster is not responsible, unless negligent, for a pupil who is absent from the School in breach of school discipline. It is a condition of remaining at the School that parents and the pupil accept the school regime and Code (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.

*Offer of a Place and Registration:* An offer of a place for your child at the School is accepted by your completing the Registration Form and paying the registration fee of £125. Admission and entry will be subject to the availability of a place and the pupil satisfying the admission requirements at the time. This fee is not refundable if your child does not take up a place at the School. Please note that in accepting a place for your child at Moreton Hall you accept these Terms and Conditions.

*The Deposit:* Payable with your first term's fees, 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 at the end of Form VIII.

*Items Covered:* Fees cover the normal curriculum including class music, drama and games together with most books and stationery. An 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. Damage done by a pupil, other than fair wear and tear, may be separately invoiced and must be paid as an extra.

*Payment:* Payment of invoices is due by the first day of each term, unless separate payment arrangements have been agreed in advance. If, after reasonable warning, fees remain unpaid, a pupil may be excluded by the Headmaster in consultation with the Governors, and will be deemed withdrawn without notice 28 days after exclusion if there is still no settlement. (Then a term's fees in lieu of notice would be payable). The School is agent only in respect of any goods and services which are supplied by a third party via the School to parents or pupils. Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a pupil is released home before the normal end of term; or if food has not been consumed; or for any other cause.

*Responsibility for Payment:* Each person who has signed the Registration Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Registration 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. If your child has been awarded 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 that 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.

A bursary award will be subject to an annual review and, should personal circumstances alter significantly, the School reserves the right to reassess the level of the bursary award.

*Late Payment:* The right is reserved to make late payment charges for the late payment of fees. Where fees are not paid by the “due date”, shown on the invoice, a surcharge of £50 is payable. Any balance outstanding after the “due date”, shown on the invoice, will incur interest from the due date until cleared funds have been lodged in the Moreton Hall School Trust Limited bank account. Such interest will be calculated on a daily basis at a rate of 1.5% per month (compounded monthly).

If further recovery action is necessary all administration and legal costs in relation to any sums that are unpaid by the due date will be charged. Such charges will be recoverable by legal action if necessary. Cheques delivered 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 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.

You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees. 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 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 proceeding term.

## INSURANCE AND LIABILITY

*Liability:* The School does not, unless negligent, accept responsibility for accidental injury or loss of property. The School undertakes to maintain those insurances which are prescribed by law.

*Insurance:* All other insurances are the responsibility of parents including insurance of the pupil’s personal property whilst at school or on the way to or from school or on any school sponsored activity away from School. The School is not the agent of the parents for any purpose related to insurance. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.

*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. A pupil may not bring any item of equipment on to school premises which runs off mains electricity without prior written permission of the Headmaster or Bursar.

## EVENTS REQUIRING NOTICE IN WRITING

### 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 Headmaster by the first day of term at the end of which a pupil will leave. No other notice will suffice. Notices must be hand delivered or sent by recorded or guaranteed delivery post to the School address. Provisional Notice is valid only for the term in which it is given and only when written and accepted in writing by the Headmaster. “Term” means the period between and including the first and last days of each school term and does not include holidays.

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

*Withdrawal from the School:* A 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.

*Other Events Requiring Written Notice:* A term's written notice is required to discontinue an extra or a term's fees for the extra will be payable in lieu as a debt. The School may terminate this agreement on one term's written notice sent by ordinary post.

## REMOVAL AND EXPULSION OF A PUPIL

*Removal at the Request of the School:* The Headmaster may in his discretion require you to remove, or may suspend or expel a pupil, temporarily or permanently from the School if, after consultation with a parent, the Headmaster is of the opinion that the conduct, (including behaviour outside school), attendance or progress of the pupil has been unsatisfactory or if the pupil, in the judgement of the Headmaster, is unwilling or unable to profit from the educational opportunities offered (or a parent has treated the School or members of its Staff unreasonably) and in any such case removal is considered to be warranted. Should the Headmaster exercise this right you will not be entitled to any refund or remission of fees or supplemental charges paid or due and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable.

*Discretion of the Headmaster:* The decision to exclude, suspend, require removal of, or expel a pupil and the manner and form of any announcement shall be the sole discretion of the Headmaster. 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 Head has acquired during an investigation.

*Review:* In the event of expulsion or of a pupil's removal being required, the Headmaster 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.

*Access:* A pupil who has been withdrawn, excluded, suspended, removed or expelled from the School has no right to enter the School premises without the written permission of the Headmaster.

## GENERAL

*Complaints:* Parents with a complaint are, in the first instance and without delay, to address this informally to the Form tutor of their child. If satisfaction is not swift, they should make the complaint formally and in writing to the Headmaster. If they are not content with the response to this, then they may address the same complaint to the Chairman of the Board of the Governors who will establish a subcommittee of the Board including an independent assessor if appropriate to investigate and respond on behalf of the Board. There can be no appeal against the committee's response. Full details of the complaints procedure may be accessed via the School's website under 'Information.'

*Special Needs:* 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 advised to withdraw your child without being charged fees in lieu of notice if, in the opinion of the Headmaster, the School cannot provide adequately for your child's special educational needs.

*Attendance:* Children are admitted to the School at any stage, subject to space. Pupils should not be absent from school during term time for holidays etc as this can be detrimental to a pupil's progress. Any requests for absence must be in writing to the Headmaster in advance. 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 attend punctually on each school day, to work hard, to be well behaved and to comply with the School Code about the wearing of uniform.

*Absence of Parents:* When both parents will be absent from the pupil's home for a 24-hour period or longer, the School requires, in writing, the name, address and telephone number for 24-hour contact of the adult to whom parental responsibility has been delegated in loco parentis.

*Parents' Authority:* The parents authorise the Headmaster while in loco parentis to take and/or authorise in good faith all decisions that safeguard and promote the welfare of the pupil. 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 medical treatment, including blood transfusions within the United Kingdom, general anaesthetic and operation 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, unless the School has it on record that such treatment is not to be given.

*The Pupil's Health:* 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. The Headmaster may at any time require a medical opinion or certificate as to the pupil's general health or (where grounds for suspicion exist) to require the pupil to give a biological sample under medical supervision to test for the use of illegal drugs or other substances damaging to health. Such a sample will not form part of the pupil's permanent medical record. Parents must inform the Headmaster in writing if the pupil has any known medical condition, health problems or allergy or will be unable to take part in games or sporting activities or who has been in contact with infectious diseases.

*Examinations, Reports and References:* The School will enter a pupil's name for an examination if the Headmaster is satisfied that such is in the best interests of the pupil. Information supplied to parents and others concerning the progress and character of a pupil and about examination, further education and career prospects 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 both parents.

*Confidentiality:* The parents consent 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. We shall take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her 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 a reference or report given by us. In all other respects the School will take care to preserve the confidentiality of information concerning the pupil and parents.

*Copyright:* The School reserves sole copyright in any literary, musical, dramatic or artistic work created by the School or by a pupil for purposes associated with artistic or cultural life of the School but will otherwise acknowledge the right of the pupil to assert copyright in work of which the pupil is the sole author.

*Intellectual Property Rights:* We shall recognise any intellectual property rights vested in your child.

*Prospectus:* The prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. The prospectus is not part of any agreement between the parents and the School. Parents wishing to place specific reliance on a matter given in the prospectus should seek written confirmation of that matter before entering this agreement.

*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 1994 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.

*Changes in Ownership:* For the purposes of reconstruction 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.

*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 Registration 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.

*Interpretation:* These terms and conditions supersede those in the prospectus and elsewhere and will be construed as a whole. Unless required to make sense of the immediate context, headings are for the ease of reading only and are not otherwise part of the terms and conditions.

*Jurisdiction:* This contract was made at the School and is governed exclusively by English Law and the courts of England.

*Variations:* We reserve the right to make reasonable modifications to these terms and conditions from time to time. The School will give you a term's notice of any such modifications.