

St George's School

	Boarding Terms & Conditions	
	Committee: Full Governing Board	
	Co-ordinator: Mrs N Borland-Peel	
	Last Reviewed: Spring 2025	Next Review: Summer 2026

1. DEFINITIONS

Acceptance Deposit: means the sum paid to the School to accept a place at the School.

Address: means in the case of the School, Sun Lane, Harpenden, Hertfordshire AL5 4TD and in the case of the Parents means the address given by the Parents on the Acceptance Form or any subsequent address notified to the Headteacher in writing by the Parents.

Boarding Community: means any Student that has been offered a boarding place and has been admitted to the School.

Boarding Staff: means the Headteacher, the Director of Boarding and Boarding Residential Staff, and any other member of staff to whom any of the duties of the Boarding Staff have been delegated, and are the persons appointed by the Governors to be responsible for the students living in the Boarding Houses.

Child: means any person up to the age of 18 who is admitted to the School as a Student.

Contract: means and includes these Terms and Conditions, the Application and Acceptance Form, List of Termly Charges, Home School Agreement and Boarding Handbook.

Disbursements: means the charges made for other items of expenditure incurred by the School or the Pupil in addition to the Fees.

Fees: means the fees charged for boarding accommodation.

Fees in lieu of notice: means fees in full for the term of notice at the rate which would have applied had the Student attended that Term.

Force Majeure Event: means any circumstances not within a party's reasonable control, including: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors; and/or interruption or failure of utility service.

Headteacher: means the headteacher of the School from time to time.

Notice: means a notice in writing addressed to and received by the Headteacher or as otherwise specified in these Terms and Conditions. Notices must be sent by email or post to the School's address.

Parent/Parents/You: means the person or persons who have notified the School that they have parental responsibility for the Student.

School/ We or Us: means St George's School, Harpenden Academy Trust acting by its Governing Body as presently constituted.

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School Governors: means the Governors of the School who are appointed from time to time under the terms of the governing instrument of the School and are responsible for the governance of the School.

Student: means the individual named on the Acceptance Form and who has accepted a place in the Boarding House.

Term: means the period between and including the first and last days of each School Term.

Terms and Conditions: means these standard terms and conditions for boarding.

Term's Notice: means a notice given before the first day of a Term and expiring at the end of that Term.

2. ADMISSION AND ENTRY TO THE SCHOOL

- a. Admissions and entry will be subject to the availability of a place and the Student satisfying the admission requirements at the time.
- b. All applicants for a boarding place need to be confirmed as suitable to board before the application of oversubscription criteria published in the School's Admission Policy for both main school and sixth form. Any child deemed unsuitable to board will not be assessed against the oversubscription criteria.
- c. **Offer of a place and deposit:** If an offer of a place is made, an Acceptance Form will be issued for completion by the Parents and return with the Acceptance Deposit. A place will not be confirmed until the School has received the signed Acceptance Form and Acceptance Deposit, creating the Contract between the Parents and the School.
- d. The Acceptance Deposit will be held by the School on account and repaid by means of a credit without interest to the final payment of fees or other sums due to the School on the Student leaving the Boarding House. Until credited the Deposit will form part of the general funds of the School.
- e. The Parents are bound by these Terms and Conditions individually and jointly. Parents are expected to comply with the terms of the Home School agreement and: to give their support and encouragement to the aims of the School and to uphold and promote its good name; to continue the Student's education at home; and to ensure that the Student maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress. In the event that the Parents fail to respond reasonably to communications from the School in connection with their obligations under this paragraph or if they are in breach of any of their obligations under this paragraph then the School may in its absolute discretion terminate this agreement on giving one month's written notice to the Parent.

3. FEES AND DISBURSEMENTS

- a. **Payment of Fees and Disbursements:** Fees are payable to the School two weeks in advance of the start of the Term to which the Fees relate.
- b. Fee Levels will be reviewed each year and there will be increases from time to time.
- c. If a Student does not return after a half term break, they will be deemed withdrawn from boarding and the School without notice 28 days after the last working day of the half term break (in which case a Term's Fees in Lieu of Notice will be payable).

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- d. **Tuition:** There is no general charge for tuition, except in certain circumstances (such as individual EAL lessons) which will be agreed, in writing, with Parents in advance. These will be invoiced separately and must be paid in full in line with the terms on the invoice, otherwise the School reserves the right to terminate that tuition.
- e. Damage caused by the Student, other than fair wear and tear, may be separately invoiced and must be paid for as a Disbursement.
- f. The School's Finance Department will issue an invoice to Parents at the end of each Term for Disbursements in the amount spent by the Student during that Term. These invoices must be paid in full in line with the terms on the invoice.
- g. The School is deemed to be only an agent of any third party supplier of any goods and services which are supplied by that third party via the School to Students or their Parents.
- h. Fees will not be refunded or waived for absence through sickness; or if a Term is shortened or a vacation extended; or if the Student is allowed to return home after public examinations or otherwise before the normal end of Term; or for any cause, except in the sole discretion of the Headteacher.
- i. **Responsibility for payment:** Parents have joint and individual liability for the payment of Fees and Disbursements. The School may withhold property belonging to the Parents or in the possession of the Student whilst the Fees are unpaid.
- j. **Payment of fees by a third party:** An offer to pay or a payment by a third party of the Fees or Disbursements owed to the School must be agreed in writing. This third party fee arrangement does not release the Parents from any liability under these Terms and Conditions. The School reserves the right to refuse any payment from a third party.
- k. **Late Payment:** The right is reserved to make late payment charges composed of (i) simple interest calculated on a daily basis at 8% above base rate, from the first day of each term, and (ii) all administration and legal costs in relation to any sums that are unpaid by the due date. Such charges will be recovered by legal action if necessary. Any sum tendered that is less than the sum due and payable will be treated as a sum paid on account.
- l. **Unpaid Fees:** The School reserves the right to exclude the Student on five days' written notice if Fees are overdue for payment to the School. The School reserves the right to withhold or make reference to any non-payment of Fees in any references requested by other schools or organisations.
- m. **Disbursements:** Disbursements can only be made when Fees have been paid in full. In the event of late payment or unpaid Fees, the Student may not be able to participate in any weekend trips or receive any monies that would normally be paid for by Disbursement until the balance for Fees has been cleared.
- n. **Travel Arrangements:** The School reserves the right to charge all administration and other expenses, including Staff supervision, where the School has to make travel or other arrangements for the Student before, during or at the end of each Term.
- o. **Withholding Acceptance Deposits:** The School reserves the right to withhold part of the Student's Acceptance Deposit should there be any unreported damage to the dormitory in

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which they have resided or the furniture within it. The right is also reserved to withhold part of a deposit if significant amounts of personal property are left in the dormitory in which they have resided or any other part of the Boarding House. The withheld amount will be used to pay for repair and/or clearance of belongings. The Acceptance Deposit may also be withheld in the case of school Fees not being settled.

4. CARE AND GOOD DISCIPLINE

- a. **Parents' Authority:** The School will act in loco parentis on behalf of the Student if they have not reached the age of 16. The School will follow its relevant policies in relation to such physical contact as may be lawful, appropriate and proper to provide comfort to the Student if they are in distress or to maintain safety and good order.
- b. **Conduct and Attendance:** We attach importance to courtesy, integrity, manners and good discipline. The Student 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 Rules and other policy documents.
- c. **Conduct of the School:** The Headteacher is responsible for the care and good discipline of students 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.
- d. The Headteacher and the Governors are responsible for the imposition of any sanction including exclusion as a result of non-payment of Fees, suspension during investigation or following a breach of the School Behaviour Policy.
- e. The Headteacher is not responsible for the Student if they are absent from the School in breach of the School Rules, but may take the appropriate action under the School's Behaviour Policy.
- f. In line with its safeguarding obligations, the local education authority will be notified if a child is regularly absent from the School without authorisation which may result in further action being taken. If late arrival or early departure is a regular occurrence for any Student, the School will need to review that Student's suitability to board.
- g. **The Student's Health:** Parents must inform the School in writing of your child's health and medical conditions (both physical and mental) or special educational needs. You must inform the School of any health or medical condition, special educational need(s), disability or allergies that your child has or subsequently develops, whether underlying, long term or short term including any infections. If you withhold or otherwise misrepresent to the School information of this nature, we reserve the right to terminate this Contract with immediate effect.
- h. Parents must inform the School if the Student will be unable to take part in games or sporting activities or has been in contact with infectious diseases. There is an obligation on Parents to comply with requirements that are imposed in relation to the quarantine of pupils, which may derive from external authorities or which may be a decision by the School in the light of advice from the government or health officials.
- i. **The Student's Emotional Wellbeing & Mental Health:** The Headteacher or Boarding Staff may at any time require specialist information about the Student's emotional wellbeing and

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mental health. Parents must inform the School in writing if the Student has any known mental health issues or if there are any mental health concerns. This includes any issues, concerns, significant trauma or interventions that there have been prior to the Student starting at the School.

- j. Any notices relating to the health and wellbeing of Students should be sent in writing to the Director of Boarding.

5. EVENTS REQUIRING NOTICE IN WRITING

- a. **Cancelling acceptance of a place at the School:** the Acceptance Deposit will not be refunded if, for any reason Parents cancel their acceptance of a place or the Student does not join the School after a place has been accepted.
- b. **Withdrawal from Boarding (and the School):** A Term's Notice must be provided by all signatories to the Acceptance Form for the child in writing before the Student is withdrawn from Boarding (and the School) or a Term's Fees in lieu of notice will be due and payable as a debt at the rate applicable on the date of the invoice whether or not the place can be filled. The School reserves the right to use the Acceptance Deposit in lieu of a Term's Fees.
- c. Withdrawal part-way through a Term will not reduce the amount of Fees owed for that Term or impact on the requirement to provide a full Term's Notice of withdrawal.
- d. **Termination of this Agreement by the School:** The School may terminate this agreement by a Term's Notice sent to the Parents in writing. This does not include notice where, on review, a child is no longer deemed suitable to board - such notice and associated payment of Fees will be at the School's discretion.
- e. **Special Precautions:** The Headteacher needs to be aware of any matters that are relevant to the Student's security and safety. The Headteacher must therefore be notified in writing immediately of any Court Orders or situations of risk in relation to the Student for whom any special precautions may be needed. Parents may be excluded from School premises if the Headteacher, acting in a proper manner, considers such exclusion to be in the best interests of the Student or the School.
- f. 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 will be consulted and/or given adequate notice of any significant proposals or change of policy likely to affect the School or Boarding Community as a whole.
- g. These Terms and Conditions reflect the customs and practice of boarding Schools in England and Wales. Wherever possible, a Term's notice of any changes to these Terms and Conditions will be provided to the Parents in writing.

6. REMOVAL AND EXCLUSION OF THE STUDENT

- a. **Exclusion:** The Student may be excluded at any time if the Headteacher is satisfied that the Student's conduct (whether on or off the School's premises or in or out of term time) represents a serious breach or persistent breaches of the School's Behaviour Policy; or as a result of circumstances which would mean that allowing the Student to remain in the Boarding House would seriously harm the education or welfare of that Student or of other Students in

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the Boarding House or at the School. Details of unacceptable behaviour are contained in the School's Behaviour Policy.

- b. **Consequences of Exclusion:** If the Student is excluded or leaves the School Roll for any other reason this agreement is terminated immediately but without prejudice to the right of the Parents or the School to enforce any breaches of these Terms and Conditions existing prior to the date of termination. There will be no refund of Fees following exclusion (and all unpaid fees must be paid). The Acceptance Deposit will not be refunded; but Fees in lieu of notice will not be charged.

7. BOARDING

- a. **Medical Matters:** Each boarder, unless otherwise agreed by the Headteacher, will be registered on the National Health Service list of the School Doctor.
- b. **Change from Boarding to Day:** Transfer from boarding to day student is not possible under any circumstances, except at the end of Year 11, but this is subject to admission conditions and the availability of a day place and there is no guarantee that a day place will be offered. Any such transfer must be negotiated with the School in the Autumn Term preceding entrance to Year 12 in the following Autumn Term.
- c. If the Student ceases to reside in a Boarding House for whatever reason, Parents must make arrangements for them to attend another School.
- d. The School reserves the right to re-assess suitability for boarding at any time during the child's time at the school. The assessment will not be determined by a single disciplinary event, this would be dealt with under the school's Behaviour Policy. The key determinant will remain that the child is suitable for and will benefit from being a boarder. If a child is determined to be unsuitable for boarding after a re-assessment by the Head of Boarding and/or the Headteacher, the boarding place will be removed in accordance with clause 5d.
- e. **Guardians:** Where no Parent is currently living in the United Kingdom, parental responsibility must be delegated to a suitable adult (aged 25 or older) who must have agreed to take full responsibility for the Student when not at School and who can, if necessary, be contacted by the School and can come to the School (if requested) at short notice.
- f. The School reserves the right to let the Boarding Houses out during School holidays. Students and Parents will be given appropriate notice of any pack-ups.
- g. Late arrival or early withdrawal at the beginning or end of term: Parents may not withdraw their child early at the end of Term nor allow them to return late at the beginning of Term, unless there are exceptional circumstances, or their child is unwell and the Director of Boarding has been advised of this.

8. GENERAL CONDITIONS

- a. **Liability and Insurance:** 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. All other insurances are the responsibility of the Parents including insurance of the Student's personal property whilst at School or on any sponsored activity away from the School. The School is not the agent of the Parents for any purpose

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relating to insurance. All communications in respect of Fees and insurance should be addressed to the School's Finance Department.

- b. **Students' Personal Property:** Students 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 Student's name.
- c. **Data protection:** the School will process all personal data in line with the School's Data Protection Policy and relevant Privacy Notices.
- d. **Force majeure:** A party shall not be liable for any failure or delay in performing any of its obligations under this agreement for so long as, and to the extent that, its performance is prevented, hindered or delayed by a Force Majeure Event. The affected party shall promptly notify the other party in writing of the start of a Force Majeure Event and shall use reasonable endeavours to limit the effect of the Force Majeure Event on the performance of its obligations. If the period of delay or non-performance continues for two Terms, the party not affected may terminate this agreement by giving a Term's Notice in writing to the affected party.
- e. **Intellectual Property:** The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of the Student in conjunction with any member of Staff of the School and/or other students at the School for a purpose associated with the School. Any use of any such intellectual property rights by the Student is subject to the terms of a licence to be agreed prior to the use between the Student, the Parents and the School.
- f. **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 which may appear one-sided. If any word/s, alone or in combination, are deemed to infringe the Consumer Rights Act 2015 they shall be treated as severable and shall be replaced with words which give as near the original meaning and purpose of these Terms and Conditions as is permissible by law. Nothing in these Terms and Conditions affects any statutory rights of Parents.
- g. **Interpretation:** These Terms and Conditions supersede those in the School's Prospectus and 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 these Terms and Conditions.
- h. **Jurisdiction:** The courts of England and Wales shall have jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.