



# Abberley Hall

## SCHOOL

### CONDITIONS OF ADMISSION

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- 1 **The School:** Abberley Hall School is an independent boarding/day Preparatory School for boys and girls aged 7-13 years. The School is constituted as a limited company with charitable status. The Head is duly authorised by the Governors and is responsible for all aspects of the School and delegates certain duties to members of the staff.
- 2 **"The Parents"/"You"** means those who have signed the Acceptance Form and/or who have accepted responsibility for the Pupil's attendance at the School. The Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions. Those who have "parental responsibility" are legally entitled to receive relevant information about the Pupil unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare of the Pupil.
- 3 **"The Pupil"** is the child who has been admitted to the School at the request of the Parents and (where applicable) is the person named on the Acceptance Form as the Pupil.
- 4 **Admission:** Parents seeking a place for their child are asked to complete a Registration Form. Children will be considered for a place in the order in which their names were registered but priority may be given to siblings, children who are suitable for full time attendance. Admission will be at the discretion of the Head following a satisfactory interview with the parents and the child. We do not discriminate unfairly on grounds of sex, race or religion. At present, we have limited facilities only for children who have a disability or special educational needs.
- 5 Children are placed in their conventional academic year group (with the year running from September 1<sup>st</sup> to August 31<sup>st</sup>). Sometimes children may join a year group "below" or "above" if parents and staff consider that this would be beneficial to a child. Our policy is to be flexible concerning children who are particularly advanced academically taking into consideration their social needs.
- 6 **Prep School & Pre-prep – Suitability of Setting:** If at any time the school, taking into account the best interests of the child, is not thought to be suitable to meet the child's needs, the parents and appropriate outside agencies will be contacted for a team meeting, whereby suitability of the setting, Abberley Hall, will be discussed. The school reserves the right to take a final judgment on the suitability of the setting, having taken into account the views of the family, external agencies, staff working with the child and, ultimately, the best interests of the child.
- 7 **Nursery Admissions** Children joining our Nursery are invited for a familiarization session prior to the offer of a place. These sessions aim to settle and familiarise children and parents with our routines. Whilst in Nursery, should outside agency support be needed, it will be discussed and shared with parents, Head of Early Years and the Head of Learning Support.

- 8 In some instances the school will not have the skills or facilities required to support the needs of a child. The school cannot take on the extra costs arising from the specific and extra needs of children in this situation. Discussion between the family of the child and the school, ie. the Head of EYFS and the Head of Pre-prep, with advice from the Head of Learning Support and external agencies if available, should take place to decide if Abberley Hall Nursery could support a child's needs and under what specific conditions. For example, for those children who have been identified as having an additional needs and require additional adult one to one classroom support to access our curriculum, the cost of this additional adult support will be incurred by parents.
- 9 During the child's Pre-school year (Nursery 2), parents will be offered a place for their child to move to Reception. If parents do not wish to proceed the termly notice period will apply as per the terms and conditions available on our website.
- 10 **Reception Admissions (4+):** Transition from Nursery to Reception will begin in the Summer term. The children will be invited to spend a taster morning in the Reception classroom and parents will be invited to attend a Tea and Talk session in the Reception class to introduce the new year group and meet teachers.
- 11 For those children with additional needs who may be in need of one to one classroom support, and/or extra support of another nature, a meeting will be held to discuss the long-term suitability of our setting, Abberley Hall Pre-prep. Outside agencies including Worcestershire SEN services will be consulted in this process, along with Abberley Hall's Head of Learning Support and staff who have worked most closely with the child in the Nursery. Should it be deemed that we, Abberley Hall, are not able to meet the specific individual needs of the child, a more suitable setting will be recommended if possible.
- 12 **Children entering into Reception from outside settings:** Entry into Reception is by an informal assessment by the Head of Pre-prep and Nursery. Prior to being offered a place children are invited to spend a taster session (day) with their peer group. With parental consent we will contact their current setting/childminder for an informal discussion about the child and their achievements within the Early Years Foundation Stage. If at any time, taking into account the best interests of the child, Abberley Hall is not thought to be suitable, the parents and appropriate medical advisers/outside agencies will be contacted for a team meeting. Whilst in Reception year should children require further assessments this will be overseen by the Head of Learning Support. If outside agency involvement or specific resources are required parents will incur this cost.
- 13 **Year 1 and Year 2 Admissions:** Entry into Year 1 and Year 2 is by an informal assessment by the class teacher. Children come and spend a taster day with their peer group and work with the class teacher. A report from their current school (if applicable) is essential. For those children already with us the transfer is automatic.
- 14 **Disability and Special Educational Needs:** The School has limited facilities for children with disabilities but will do all that is reasonable to comply with its legal and moral responsibilities under the Special Educational Needs and Disability Act 2001, the Disability and Discrimination Act 2005, the Equality Act 2010 and the Children and Families Act 2014 in order to accommodate the needs of children with disabilities for which, with reasonable adjustments, the School can cater adequately.



- 15 On registration, pupils must provide the Registrar or Head with information regarding any Special educational needs. This must include a copy of any reports from any external agencies e.g. Education Psychologist. This information is required so that, in the case of any child with particular needs, the school can assess those needs and endeavor to make sure that facilities can be provided adequately for those needs throughout the admissions process.
- 16 The school will consult with parents and their medical advisers about the adjustments, which can be reasonably made for the child, subject to the school's Accessibility Plan and usual routines and budget constraints, both during the admission process and later as a pupil. The offer of a place may be subject to termly/annual review as to the continuing suitability of the school taking into account the best interests of the child.
- 17 Where the school agrees to support the provision of additional services, such as the use of extra staff or auxiliary aids, parents or guardians will be charged for these at a level that reasonably reflects the cost to the school of providing the service or facility.
- 18 **Offer of a Place:** A legally binding contract is made on the basis of these Conditions of Admission when we offer you a place for your child and you accept that offer. It is a condition of acceptance that you pay a deposit of £600.00 to join Year 3 and above and £300 deposit for Nursery to Year 2, which will be part of the School's general funds and will be refunded or credited to your account without interest when your child leaves.
- 19 **Overseas Pupils:** For reasons of administration, the right is reserved to require payment of a full term's boarding Fees ("Overseas Deposit") as a deposit in the case of a Pupil whose normal residence is outside the United Kingdom. Subject to full compliance with these Terms and Conditions, interest at a discretionary rate, calculated on the difference between the Overseas Deposit and the Acceptance Deposit current at that time, will be credited to the Parents' account when the Pupil leaves. Interest will be compounded annually and the interest rate will be a reasonable reflection of the benefit which the School has received from the use of money held in its general account during the relevant period.
- 20 **Education Guardians:** A Pupil whose Parents are resident outside the United Kingdom must have an education guardian 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 can accept no responsibility during exeats, half term or the holidays for Pupils whose Parents are resident abroad and the Parents and guardians of such Pupils must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing appropriate education guardians rests solely with the Parents but the School may be able to assist, by providing Parents with the names of other agencies or individuals who have acted as guardians in the past. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian.
- 21 **Education and Welfare:** We will do all that is reasonable to safeguard and promote your child's welfare and will provide education and pastoral care to at least the standard required by law and often to a much higher standard. We will respect your child's human rights and freedoms which must, however, be balanced with the needs and rules of our School community and the rights and freedoms of others.



- 22 **Parents:** We expect you as parents to support and uphold the good name and reputation of the School and the lawful authority of the Head and the staff and to ensure that your child attends School (unless unwell), wears school uniform and behaves in an appropriate way in accordance with the School Rules having regard to his/her age.
- 23 **Your Child:** Courtesy, integrity, manners and good discipline are fundamental to our ethos. Children are expected to take a full part in the activities of the School, to attend on each school day, to be punctual, to respond to instruction, to work hard, and to be well behaved. Valuable property should not be brought into school. Your child's property must be clearly marked to identify its owner.
- 24 **School discipline:** Lawful and appropriate sanctions will be applied where necessary to maintain safety and good discipline in class and elsewhere in the School. Sanctions depend on the age of the child and may include an individual reprimand, repeating work, additional work, withdrawal of privileges (e.g. at break time) and personal detention. If these sanctions are insufficient, the Head will write or speak to the parents, as a result of which the child may be suspended or required to leave.
- 25 **Expulsion:** A Pupil may be formally expelled from the School if he/she has committed a very grave breach of school discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness and the Chairman of Governors will be consulted in all cases.
- 26 **Fees after Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms, but the overseas element (if any) of the Acceptance Deposit, and the unspent balance of any lump sum prepayment will be refunded without interest. There will be no charge to fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable.
- 27 **Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the School, or from boarding, if, after consultation with a parent, the Head is of the opinion that the Pupil's conduct or progress has, after due warnings, been inconsistent with the standards required, or if the Pupil, in the judgement of the Head, is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, or if a parent has treated the School or members of its staff unreasonably. In these circumstances, Parents may be permitted to withdraw the Pupil as an alternative to removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School (see "Governors' Review" below).
- 28 **Fees Following Removal:** If the Pupil is removed in the circumstances described above, the rules relating to Fees and Deposit shall be the same as for expulsion save that the Deposit will be refunded in full without interest.
- 29 **Governors' Review:** Parents may ask for a Governors' Review of a decision to expel or require the removal of a Pupil from the School or from boarding (but not a decision to suspend a Pupil). The request must be made as soon as possible and in any event within seven days of the decision being notified to the Parents. Parents will be entitled to know the names of the Governors who make up the Review Panel.
- 30 **Disclosures:** We need to be told in confidence about any known medical condition, health problem, allergy or suspected learning difficulty affecting your child. We also need to be told of any family history of a learning difficulty and any family circumstances or Court Order which may affect your child while in our care, or your ability to make prompt payment of the Fees.



- 31 **Fees:** “Fees” mean all sums due and owing to the School at any time and must be paid promptly. School fees (including fees in lieu of notice if incurred) are payable termly in advance before the first day of term. Extras and the cost of repairing or replacing property which has been willfully damaged are also payable on delivery of an invoice. Fees are payable by the parents individually and jointly and by any third party who has agreed to make or assist with payment. The child may be excluded from the School at any time when fees are unpaid. The right is reserved to charge interest calculated daily at 5% above the Bank of England base rate per annum on unpaid fees. No remission of fees will be made for absence due to sickness or any other cause except at the sole discretion of the Head.
- 32 **Fee increases:** Fees are subject to reasonable increase from time to time (normally once per year) although we will always try to give you as much notice as possible.
- 33 **Withdrawal:** A term’s written notice must be actually received by the Head before a child is withdrawn from the School or a term’s fees in lieu of notice will become due and payable as a debt. No other notice is valid. The School will not be required to mitigate its loss or give credit if the place has been filled. The expression “**a term**” means the period between and including the first and last days of each school term in our calendar.
- 34 **Special Precautions:** Circumstances giving rise to the need for special precautions to be taken for the protection of your child must be notified immediately in writing to the Head and by a personal visit in case of emergency.
- 35 **Emergency Treatment:** It is a condition of your child’s attendance that the Head has full authority to give consent, if you cannot be contacted in time, to the carrying out of any emergency medical treatments or procedures which are certified by a medical practitioner to be necessary for your child’s safety.
- 36 **Confidential Information:** It is a condition of your child’s attendance that we may disclose on a “need-to-know” basis within or outside the School any confidential information or circumstances which may have a bearing on your child’s health, safety and welfare.
- 37 **Photographs:** It is the custom and practice of most independent schools, and of this School, to include some photographs or images of Pupils in the school's promotional material such as the prospectus and website. We would not disclose the name or home address of a child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and must write immediately to the Bursar requesting an acknowledgement of their letter.
- 38 **Concerns/Complaints:** The Head must be informed immediately and in writing of any concern or complaint which has not been resolved informally to your satisfaction respecting the progress or care of your child.



- 39 **Liability and Insurance:** Except in a case of legal negligence or other wrongdoing on our part, we do not accept responsibility for personal injury or loss or damage to property from any cause. Parents are responsible for arranging insurance to cover the belongings of their children. Nothing in these conditions affects your statutory rights.
- 40 **Prospectus:** The School Prospectus is not a part of the contract between the School and parents. Although we believe its contents to have been correct at the time when it was printed, parents must seek written confirmation from the Head of any matter on which they wish to place specific reliance before entering this contract.
- 41 **General Information:** The booklet entitled "Parents Book" contains important information about the School. The Conditions of Admission, the School Rules and the Fees List have contractual effect which will undergo reasonable change each year so that it is up to date. The remaining material only has contractual effect if it has a direct bearing on one of the conditions.
- 42 **Managing Change:** Every successful school must initiate and respond to change. Many aspects of the School may change during the time your child is a pupil here and we reserve the right to make changes to the curriculum, the education framework and activities of the School and to the premises, facilities and their use, and to the disciplinary rules and procedures and sanctions and the School calendar and timetable. These Conditions of Admission will be brought up to date from time to time to take account of changes which have happened or which may occur in the future. For information about fee increases please see **Clause 19** above.
- 43 **Third Party Rights:** Only the School and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.
- 44 **Interpretation:** These terms and conditions supersede those previously in force and will be construed as a whole and headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.
- 45 **Jurisdiction:** This contract was made at Abberley Hall and is governed exclusively by English law.

**Abberley Hall Limited: a company limited by guarantee**  
**Registered in England No: 00602279**  
**Registered Office: Abberley Hall, Worcester WR6 6DD**  
**Registered Charity No: 527598**

