



FYLING HALL SCHOOL

Robin Hood's Bay

North Yorkshire

YO22 4QD

T: 01947 880353

E: office@fylinghall.org

W: www.fylinghall.org

Please return this form to the School with the registration fee of £100 and the deposit of £400 (which will be credited against your final bill).

ACCEPTANCE FORM

(please use block capitals)

PARENTAL INFORMATION

Name of parent(s) _____

Address _____

Telephone (home) _____

Telephone (work) _____

Mobile _____

Email _____

We/I hereby accept the offer of a place at the School for

Full name of pupil _____

Date of birth _____

with effect from _____ (date starting at the school)

We/I acknowledge and agree that the terms and conditions attached to this Form of Acceptance as varied from time to time form part of the contract between us/me and the School. In particular, we/I agree to pay the fees and supplemental charges when due.

We/I agree that we/I and our/my child shall observe and be bound by the School Rules, which are issued annually to all students and parents/guardians, as varied from time to time.

Signed by: _____

Parent/Guardian*

Date

Parent/Guardian*

Date

* Please delete as appropriate`

[NB: Except in the case of a single parent/guardian who has custody of the child, this Acceptance Form must be signed by both parents/guardians.]

ALTERNATIVE CONTACT

(in the event of an emergency)

Name _____

Address _____

Telephone (home) _____

Telephone (work) _____

Email _____

Relationship (if any) to pupil _____

PUPIL INFORMATION

(to be completed by the parent/guardian)

Particular dietary needs _____

Special Educational Needs (please provide a copy of any previous educational psychologist or other reports)

Present School _____

Address _____

Headteacher _____

The School requires full and detailed disclosure of the pupil's behavioural, mental and physical status prior to acceptance of the place. The offer of a place is made on the basis of this disclosure and, should such matters not be disclosed in full to the school, the school is entitled to treat the contract as null and void.



FYLING HALL SCHOOL

PUPIL HEALTH QUESTIONNAIRE

(please use block capitals)

PUPIL INFORMATION

Surname _____

Christian Names _____

Sex _____ Date of Birth _____

Place and Country of Birth _____

Name and address of previous Doctor _____

Please answer ALL of the following questions

Has your child ever suffered from

- | | | |
|------------------------------------|------------------------------|-----------------------------|
| a. Rheumatic fever | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| b. Heart complaint | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| c. Diabetes | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| d. Asthma or other lung conditions | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| e. Hepatitis | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| f. Excessive bleeding | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| g. Bone problems | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| h. Arthritis | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Is your child allergic to any medicines or tablets? If YES please specify

Is your child at present taking any medicines or tablets? If YES please specify

Has your child been treated with steroids in the past two years? Yes No

Has your child ever had a bad reaction to local or general anaesthetic? Yes No

Has your child had the following vaccinations? **Dates are very important – please complete if known**

Measles, Mumps & Rubella (MMR)

1st Dose Yes No Date _____

2nd Dose Yes No Date _____

Diphtheria, Whooping cough, Tetanus & Polio Yes No Date _____

Vaccinations Yes No Date _____

Pre School Booster Yes No Date _____

Any other vaccinations Yes No Date _____

Are there any other facts concerning your child's health, allergies or social circumstances you feel we should know about?

MEDICAL CONSENT

I agree that members of staff at Fyling Hall School may administer First Aid to the above child as necessary. I also recognise that at certain times the school may organise routine immunisations in accordance with schedules issued by the Department of Health (including an annual Flu vaccination if available), organised and overseen by Doctors at Whitby Group Practice. The above practice may update other vaccinations as necessary including:

Tetanus/Polio (every 10 years up to total of five)
Rubella (girls only) age 10 if no MMR

I have filled in a Children's Health Questionnaire and agree to notify the school of any significant changes to the information provided.

I also agree to my son/daughter receiving medication as instructed and any emergency dental, medical or surgical treatment, including anaesthetic or blood transfusion, as considered necessary by the medical authorities present.

Signed _____ Date _____

Name _____

TERMS AND CONDITIONS

(please detach and keep)

1 Definitions

(a) In these terms and conditions

"Acceptance Form" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"child" means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

"the Complaints Procedure" is the School's procedure for the treatment of serious disciplinary matters and related decisions, as amended from time to time, a current copy of which is available on request from the School;

"deposit" means the sum set out in the Schedule of Fees;

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

"Head" means the person appointed by the Trustees of the School to be responsible for the day-to-day management of the School, including any person to whom he has delegated any part of those duties;

"School Rules" means the rules of the School, a copy of the current version of which is published annually. This is provided to each child on entry and is sent to parents with the letter offering a place at the School, as those rules may be amended from time to time;

"term" means a term of the School as notified to parents from time to time;

"a term's notice" means notice given not later than the first day of the term preceding the term to which the notice relates;

"terms and conditions" means these terms and conditions as amended from time to time;

"we" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires;

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or who with the School's written consent has subsequently assumed parental responsibility for such child.

(b) The Acceptance Form, the Schedule of Fees, the School Rules, the Complaints Procedure and these terms and conditions constitute the terms of a contract between you and the Fyling Hall School Trust Ltd. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2 Acceptance and Registration Fee

(a) An offer of a place for your child at the School is accepted by your completing the Acceptance Form and paying a non refundable registration fee of £100. This registration fee will also give your child a lifelong membership to the Alumni.

(b) We may also ask for a deposit of £400 which will be credited against your child's final bill on leaving Fyling Hall. The deposit is not refundable if your child does not take up a place at the School.

3 School Fees

- (a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials, shall be met by the fees unless otherwise indicated by the School.
- (b) Any extra-curricular activities such as 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, text books from Year 10 and above, 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.
- (c) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance 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 scholarship and/or 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 the 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.

- (d) Each invoice must be paid in full before the first day of term.
- (e) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees or supplemental charges remain unpaid. We may make an interest charge of 3 per cent above the base rate for the time being of the School's bank on late payment. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.
- (f) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. The school fee is an annual composite fee divided for the convenience of parents into three equal termly instalments.
- (g) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.

4 Notice Requirements

- (a) If you wish to withdraw your child from the School (other than at the normal leaving date at either Year 11 or Year 13), you shall either give a term's notice in writing to the Bursar to that effect or shall pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.
- (b) If you wish to change your child's place at the School from a boarding to a weekly boarding or day place, or from a weekly boarding to a day place no such change shall be effective until the end of the term in which this notice is given. Failure to provide the appropriate notice of such a change will result in the full fee, as originally agreed at the beginning of the academic year, being payable, as normal in lieu of that notice period.

- (c) If you wish to withdraw your child from an activity charged for as supplemental, notice of such change shall comply with the stated conditions relevant to that activity.
- (d) Subject to clause 4(a) above, you acknowledge that the School's affairs are organised on an annual basis and that it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's status at the School changing part-way through the year or by your child's ceasing to participate in an activity part-way through a term unless due notice is given.

5 School Rules

- (a) It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of working practice, appearance, dress and behaviour as shall be issued by the School from time to time.
- (b) To ensure compliance with the School Rules on illegal drugs the Head may require your child to submit to testing for drugs in accordance with the procedures as published from time to time.
- (c) The School reserves the right to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules and for the protection of the child's well-being or that of other pupils.

6 Disciplinary Procedures

- (a) The Head may at [his/her] discretion require you to remove or may suspend or expel your child from the School if [he/she] considers that your child's attendance, progress or behaviour (including behaviour outside the school campus and outside school hours (which includes School holidays)) is seriously unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.
- (b) The Head may at [his/her] discretion require you to remove or may suspend or expel your child if the behaviour of you or either of you is in the opinion of the Head unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- (c) Should the Head exercise [his/her] right under sub-clause 6(a) or 6(b) above 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.
- (d) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- (e) The review of serious disciplinary matters is governed by the Complaints Procedure.

7 The School's Obligations

- (a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her schooling. However, the School shall not be obliged to permit your child to enter the sixth form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the sixth form after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form conditional upon the results of such examinations.

- (b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is expected to be on School premises or is participating in activities organised by the School.
- (c) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- (d) We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. Unless you notify us to the contrary, in writing, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (e) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- (f) Although our prospectus (and similar materials) describes the broad principles on which the School is presently run and is believed to be correct at the time of printing, it does not form part of the contract between you and the School. We reserve the right to make changes to any aspects of the School, including the curriculum. We will give parents reasonable notice of significant changes in the curriculum and where practicable will consult with parents on such changes.
- (g) 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 special educational needs. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.
- (h) Religious observance at the School shall be conducted in accordance with the School Rules.

8 The Parents' Obligations

- (a) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire and consent form in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.
- (b) You undertake to inform the School of any situations where special arrangements (such as provision for a special educational need) may be needed in relation to your child.
- (c) The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of each such person. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to each of them.
- (d) The Head (or his nominee) must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.

- (e) We cannot accept any responsibility for the welfare of your child while off the School premises unless he is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- (f) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay.

9 Insurance

Your child is automatically included in the School's personal accident insurance scheme. You must make your own insurance arrangements if you require cover for your child's property (including clothing and personal belongings) while at School.

10 Confidentiality and References

- (a) You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate, fair and reasonable 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.
- (b) You consent to us making use of information relating to your child whilst he or she is at the School and after he or she has left for the purposes of communicating and managing relationships with pupils and former pupils of the School.
- (c) It is hoped that many disciplinary problems will be dealt with on the spot without involvement of the parents. There may be circumstances where the school has information about the pupil, which it does not share with the parents.

11 Intellectual Property Rights

We shall recognise any intellectual property rights vested in your child.

12 Changes in Ownership etc

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. Where appropriate we will inform and consult with all parents in relation to such changes and give appropriate notice.

13 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 Acceptance 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.

14 Interpretation

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

15 Jurisdiction and Governing Law

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

16 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, save in the event of an urgent change that is required by law.