



STONYHURST COLLEGE

Stonyhurst Registration Form



ST MARY'S HALL

www.stonyhurst.ac.uk



(Please complete in BLOCK CAPITALS)

Surname

as appears on birth certificate

Forenames

in full and underline name normally used

Male Female

Date of Birth

Religion

Nationality

Proposed Date of Entry

Day Pupil / Weekly Boarder / Full Boarder

(please indicate)

Father's Surname (Mr / Dr etc).....

Father's Christian Name

Occupation Nationality Religion

Home Address

..... Postcode / Zipcode

Home tel..... Work tel..... Mobile tel.....

Parental Contact fax email

Mother's Surname (Mrs / Dr etc).....

Mother's Christian Name

Occupation Nationality Religion

Home Address

..... Postcode / Zipcode

Home tel..... Work tel..... Mobile tel.....

Parental Contact fax email

If two addresses are shown above, please indicate at which address the child resides: Mother Father

Present School *(if the child changes school then please let us know)*

Address of School

..... Postcode / Zipcode

Tel Fax email

Name of Head Current School Year

Type of School: Nursery State Primary / Secondary Independent Day / Boarding Grant Maintained

Date of Admission Proposed Date of Leaving

Did any family members attend Stonyhurst? Yes No
(if yes, please state dates of attendance and "Line" – Campion, St Omers, Shireburn, Weld)

Do you have a child/children currently attending Stonyhurst? Yes No
(if yes, please state name(s) and playroom)

Did any family members attend any other Jesuit Schools? Yes No
(if yes, please specify)

Additional information

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Will you be applying for a Scholarship? Bursary?

Notes:

Early registration is recommended. Registrations will be considered in the order they are received. This registration form does not give rise to a commitment by the Schools (Stonyhurst College, St Mary's Hall) or the parents. The offer of a place is subject to availability and the entry requirements of the Schools at the time of offer.

Before signing, please ensure that you have read and understood the standard terms and conditions supplied with this registration form. **Two signatures to the registration form are required unless impracticable.** Please return this form with the appropriate registration fee of £75.

DECLARATION

We request that the name of our above-named child be registered as a prospective pupil. A cheque for the non-returnable registration fee is enclosed. We understand that the standard terms and conditions of the Schools will undergo reasonable changes from time to time as circumstances require and will apply in all our dealings with the Schools.

Signed (Father).....

Signed (Mother).....

PRINT NAME.....

PRINT NAME.....

Date.....

Date.....

(the signature of both parents is required)

On completion, please return this form to:

Data Protection Act:

Stonyhurst College is registered under the Data Protection Act for holding personal data.
The College has a duty to protect this information and to keep it up to date.

**The Admissions Office,
Stonyhurst, Lancashire BB7 9PZ, England**

Tel: 01254 827073 Fax: 01254 827135
Email: admissions@stonyhurst.ac.uk

Stonyhurst

STONYHURST COLLEGE
Stonyhurst Lancashire BB7 9PZ

Telephone: 01254 827073/93 Fax: 01254 827135
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ST MARY'S HALL
Stonyhurst Lancashire BB7 9PU

Telephone: 01254 826242 Fax: 01254 827136
E-mail: saintmaryshall@stonyhurst.ac.uk

Standard Terms and Conditions

1. Stonyhurst College and St Mary's Hall

- (a) *The Schools* – Stonyhurst College and St Mary's Hall and the Board of Governors as now or in the future constituted. When a boy or girl enters the School as a pupil it is assumed that they will, subject to conduct and academic attainments, progress throughout the School and complete the final A-level year unless this contract for their education is terminated in accordance with these terms and conditions.
- (b) *The Head* – is the person appointed by the Board of Governors as the Headmaster or Headmistress of Stonyhurst College or St Mary's Hall, responsible for the pupil and includes those to whom any of the duties of Head or the Board of Governors has been responsibly delegated.
- (c) *The Parent/s* – are those, individually and jointly, who have parental responsibility for the boy or girl including all those referred to at clause 4(c) below and where appropriate any person/s appointed as guardian of the boy or girl. Parents are expected to support the aims of the School and to uphold and promote its good name; to continue the boy or girl's education at home and to ensure that the boy or girl maintains appropriate standards of punctuality, behaviour, diligence, language, presentation, dress and discipline.
- (d) *The Aims of the Schools* – the schools aim to strike the balance between academic and practical work, physical education, moral and spiritual development and the pursuit of leisure activities. We are committed to high standards of teaching and care and we welcome parental contact. The schools are an environment in which young people are encouraged to develop at their own pace and to prepare for a successful life in the modern world.
Central to the mission of the Schools is the formation of our pupils through a practical concern for others. The essential purpose of Jesuit education is to form men and women for others, rooted in faith and directed in love towards a life of service in the world. We warmly invite our non-Catholic pupils to play an active part in the spiritual life of the Schools.
- (e) *Change at the School* – a successful school must initiate and respond to change and it is likely that there will be changes at the School during the years the boy or girl is with us. 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 to the structure and composition of classes and the way the School is run, to the length of school terms and the school day and to any other aspect of the School. Fee levels will be reviewed each year and fees will undergo reasonable increase from time to time. Changes may be notified by means of the Fees List and any other written information which the School sends out to parents from time to time and which will form part of these terms and conditions. Parents will be consulted and/or given reasonable notice of any major changes affecting the School.
- (f) *The Standard Terms and Conditions* – we believe that these standard terms and conditions reflect the customs and practice of independent schools for over a century. 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 and the protection of its Governors. Any waiver is effective only if given in writing by the Head personally.

2. Entry to School

- (a) *The Agreement* – These standard terms and conditions taken with the Acceptance Form, the Fees List and any other information sheets issued by the School from time to time and reasonably incorporated into the contract are the basis of the agreement between the School and the parents.
- (b) *Conditions of Entry* – Entry to the School is subject to the boy or girl satisfying the entry requirements at the time and at the discretion of the Head.
- (c) *Attendance and Health* – Unless prevented by illness or agreed by the Head each pupil is required to take a full part in the activities of the School, including games and sporting activities and to attend the School throughout each day of term when the School is open. All pupils will receive health education (including education about sex, drugs, alcohol and smoking) appropriate to the age of the pupil. Parents must inform the Head if the boy or girl has any known medical condition or health problems. The pupil must not be sent to School if unwell.
- (d) *School Rules and Discipline* – We attach importance to courtesy, manners and good discipline. The Head is responsible for the care and good discipline of the boys and girls and for all matters affecting the day-to-day running of the School including exclusion, suspension or expulsion of a pupil. The School maintains an anti-bullying policy which, where the Head considers appropriate, would be enforced by suspension and expulsion if necessary.
- (e) *Parents' Authority in relation to Discipline* – The parents authorise the Head 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 with the boy or girl as may be lawful, appropriate and proper for teaching and to provide comfort to a pupil in distress and to maintain safety and good order. (Corporal punishment is not used).

- (f) *Responsibility for the Boy or Girl* – The Head will be responsible for the welfare of the pupil, *in loco parentis* while the pupil is at school during term time or under the care of the School in the case of school trips, exchange visits or other activities authorised by the Head and supervised by members of the School staff but not at other times.
- (g) *Termination by the School* – The School may terminate this Agreement under Clause 6 below or otherwise on one term's written notice.

3. Registration Fee and Deposits

- (a) *On Registration* – A non-returnable Registration Fee is payable when the Registration Form is sent to the School. Its acceptance records that the boy or girl's name is on the Entry List but does not constitute an offer of a place at the School.
- (b) *The Acceptance Deposit* – The Acceptance Deposit is payable when parents return the Acceptance Form to the School and will be repaid without interest on leaving less any outstanding accounts or charges. The amount of the deposit will be as published in the Fees List from time to time. The deposit will be applied to the general account of the School.
- (c) *Refund/Credit of the Deposit* – The Acceptance Deposit will be refunded in full without interest if the boy or girl is refused initial entry to the School; or will be credited if a term's fees in lieu of notice are paid.
- (d) *Non-Refund* – The deposit will not be refunded or credited (other than at the discretion of the Head) if the boy or girl fails to join the School because of illness or for any other reason (except as above) or is expelled or if any fees are unpaid by parents in respect of another pupil at the School for whom they have parental responsibility.

4. Fees and Extras

- (a) *Definitions* – Fees mean school fees at the rate which is set from time to time and current at the start of each term and includes any parental contribution payable. Extras means items authorised by parents or reasonably incurred by a pupil or by the School on behalf of a pupil and normally charged as extras; for these purposes a pupil is the agent of the parents.
- (b) *Review of Fees* – Fees are normally reviewed once per year during the Summer Term. Notification of any increase will normally be given before the end of the Summer Term and will take effect from the commencement of the following term. It may occasionally be necessary to increase fees at other times and then a term's notice will be given where practicable. The right is reserved to increase fees at less than a term's notice.
- (c) *When and By Whom Payable* – Whether or not the School holds a deposit, fees are due and (unless there is an instalment arrangement in operation) payable before the first day of term. Time is of the essence. Extras and damage may be invoiced as they arise. The liability to pay fees and fees in lieu of notice is the individual and joint liability of each person who has signed to Acceptance Form; and/or who has parental responsibility for the pupil; and/or who has paid or guaranteed payment of fees for the pupil; and/or who has (other than solely as supervising adult) returned the pupil to the School or given instructions to the School in relation to the pupil.
- (d) *Instalment Arrangements* – An arrangement for payment of fees by instalments may be cancelled by the School on thirty days written notice. On cancellation the full amount of fees then due shall be payable forthwith as a debt and interest will start to accrue.
- (e) *Scholarships and Bursaries* – Any scholarship or bursary or any ex gratia award or allowance which has been made may be withdrawn if, in the opinion of the Head, its aims and objectives are not being met. The terms of each scholarship and bursary are set out in the Award Letter by which it is offered.
- (f) *Refund of Fees* – 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.
- (g) *Certain Extras* – 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.
- (h) *Exclusion for Unpaid Fees* – The pupil may be excluded from the School at any time when fees are unpaid. Money received from parents for one pupil may be applied to any other account owed by the same parent. The School may withhold information and property whenever fees are overdue. The School may disclose the fact and amount of any unpaid fees to another school which the pupil attends or proposes to attend.
- (i) *Interest* – Whether or not the pupil has been excluded the right is reserved to charge interest at 1.5% per month on a daily basis on unpaid fees. Interest will start to run on the second day of default.
- (j) *Costs* – The School may add to the account of the pupil the costs of all professional advice obtained by the School in relation to any matter of exclusion for or recovery of unpaid fees and the administration costs of the School in relation to unpaid fees.

5. Events requiring Notice in writing

Term means the period between and including the first and last days of each school term. *The School Year* is deemed to start on 1 September. Parents must give notice in writing in the circumstances and in the manner described below and time is of the essence:

- (a) *Canceling Acceptance* – A term's written notice is required if parents cancel their acceptance of a place prior to the boy or girl entering the School (and the same if the place was accepted less than a term before the intended entry date) or a term's fees at the rate applicable to the notice term will be payable as a debt in lieu.
- (b) *Withdrawal from the School* – Parents must give a term's written notice before withdrawing a pupil from the School (including withdrawal after the pupil has sat GCSE) or a term's fees will be payable in lieu. A pupil will be deemed to have been withdrawn without notice if any fees remain unpaid one calendar month after exclusion for non-payment of fees and a term's fees in lieu of notice will be due and payable forthwith.
- (c) *Discontinuing an Extra* – Half a term's written notice is required or payment in lieu if the pupil discontinues any course of tuition which has been or is normally charged as an extra.
- (d) *Change in boarding* – A term's written notice is required to change from full boarding to weekly boarding or day pupil status otherwise a term's difference will be payable in lieu.
- (e) *Written Notice* – Notices to be given by parents under this or any other of these terms and conditions only operate when they are given or sent in writing to and actually received by the Head or Bursar. Notice given orally or given in writing by or to any other person will not count as good notice. Time is of the essence. Written notice actually received before the first day of a term expires at the end of the term. Written notice actually received on or after the first day of a term expires at the end of the following term.
- (f) *Provisional Notice and Waiver* – Any waiver of the requirements of this clause will be effective only when written and signed by the Head. If the Head accepts a provisional notice it is valid only for the term in which it is given and only if accepted in writing.
- 6. Removal or Expulsion of a Pupil**
- (a) *Removal at Request of School* – Parents may be required during or at the end of a term to remove the boy or girl, without refund of fees, temporarily or permanently from boarding and/or the School if, after consultation with a parent, the Head is of the opinion that the conduct or progress of the boy or girl has been unsatisfactory or a parent has treated the School or members of its staff unreasonably or if the Head has reason to believe that the safety or security of the boy or girl is at risk. The deposit would be refunded in these circumstances and fees in lieu of notice would not be charged but no fees would be refunded and all outstanding fees would be payable in full.
- (b) *Expulsion* – A pupil may be expelled at any time if the Head 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 and that the continued presence of the pupil is incompatible with the interests of the School. The Head will act fairly in accordance with the procedures of natural justice and would not expel a pupil other than in grave circumstances. A review procedure is also available. There would be no refund of fees in the circumstances and the deposit would not be returned/credited (and all unpaid fees must be settled) but fees in lieu of notice would not be charged.
- (c) *Discretion of Head* – The decision to suspend, expel or require removal of the pupil from the School and the manner and form of any announcement shall be at the sole discretion of the Head. Under no circumstance shall the School be required to divulge to parents any confidential information or the identities of pupils or others who have given information which has led to expulsion or the requirement to remove or which the Head has acquired during an investigation.
- (d) *Review* – In the event of a pupil being expelled the Head will advise parents of the procedures (of which copies are available on request) under which a written application for a review of the case may be made.
- (e) *Re-Admission* – 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 Head.
- 7. Residence and Absence of Parents**
- (a) *Residence During Term Time* – During term time, boarders must live at the School and pupils, when not boarding, must live with one or both parents unless the Head has consented in writing to some other residence arrangement. Pupils age 16 or over will, subject to appropriate safeguards, be permitted to travel alone to visit parents or other relations on Exeat weekends and at certain other times.
- (b) *Absence of Parents* – When both parents will be away from their home in the United Kingdom overnight during term time or if both parents normally reside outside the United Kingdom the Head must be informed in writing of the name, address and telephone number(s) for twenty-four hour contact, of a suitable adult to whom the parents have delegated parental responsibility under section 2(9) of the Children Act 1989 and with whom the pupil will reside, if not boarding, and who is willing to accept full responsibility for the pupil when not at School.
- (c) *Authority During Absence* – The Head is hereby authorised by the parents, *in loco parentis*, to take and/or authorise all decisions in relation to the pupil as may be, in the opinion of the Head after consulting the pupil (when appropriate and practical), in the best interests of the pupil when no contact can be made with any parent or other person authorised as above.
- 8. Special Circumstances**
- (a) *Court Orders and Precautions* – The Head must be notified in writing immediately of any court orders in relation to the pupil for example as to parental responsibility, residence, contact, prohibited steps, specific issues or periodical payments. It is the responsibility of the parent to inform the Head immediately and in writing and by a personal visit in case of urgency if the School is required to take any special precautions for the protection of the pupil.
- (b) *Emergency Medical Treatment* – The parents hereby authorise the Head to give consent *in loco parentis* to the carrying out of any emergency medical treatments or procedures including general anaesthetic and operation which are certified by a medical practitioner to be necessary to the safety of the pupil. Under normal circumstances all medical treatment will be carried out under the NHS but the School may, if the interests of the pupil so require and at the discretion of the Head, contract on behalf of the parents for the pupil to be treated at a private hospital or clinic and such will be chargeable as an extra. Every effort would be made first to contact parents for their authority.
- (c) *Medical Supervision* – The Head may, with the consent of a pupil aged 13 plus or the consent of a parent obtain a medical certificate or report on the pupil from a doctor appointed by the School or (where grounds for suspicion exist) a urine test under medical supervision to establish the presence or otherwise of an illegal substance. The Head must be notified in writing of any existing or new medical condition or infectious or contagious disease or illness; for the duration of any disease or illness the School will not permit the pupil to attend the School without the advice of the School's medical adviser.
- (d) *Special Learning Difficulties* – Parents will be notified if it appears that the pupil is falling behind with studies. Additional tutorial support will be provided by the School as the Head considers appropriate. Extra tuition and remedial teaching can be arranged and will be charged as an extra but the School does not undertake to diagnose conditions such as those relating to dyslexia or poor visual acuity. The School will, on request, advise parents as to how they may, at their own expense, obtain specialist advice.
- (e) *Concerns/Complaints* – If parents should have cause for serious concern in relation to the care, discipline or progress of a pupil they must inform the Head without delay.
- (f) *Examinations* – The School will enter a pupil for an examination only if the Head is satisfied he or she is likely to pass the examination without jeopardising their prospects of success in other examinations.
- (g) *Confidentiality* – The parents consent on behalf of the pupil to the school doctor and medical staff acting conscientiously and in their professional capacities, informing each other and the Head 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 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 or not the information passing is in machine-readable form. In all other respects the School will take care to preserve the confidentiality of information concerning the pupil and his/her parents.
- 9. Insurance**
- (a) *Personal Property of the Pupil* – Parents are required to make certain that their own insurance will cover the pupil's personal property whilst at the School or on the way to or from School or on any School sponsored activity away from the School.
- (b) *Non Agency* – The School does not undertake to provide or maintain any insurance covers beyond those prescribed by law and in no circumstances will the School be constituted agent of the parents for insurance purposes. Parents must in each case satisfy themselves that the pupil has the cover required. In particular the School does not accept responsibility for checking the adequacy or effect of private medical or other insurance.
- 10. Intellectual Property Rights**
- (a) *Copyright* – The School acknowledges the right of the pupil to assert copyright in respect of work of which the pupil is the sole author save that the School reserves sole copyright in any literary, musical, dramatic or artistic work created by the School or by pupils for purposes associated with the artistic or cultural life of the School.
- (b) *Patent* – The School shall honour the right of the pupil to be named as the inventor in any application for a patent relating to an invention devised solely by the pupil and as the joint inventor in any application for a patent relating to an invention devised jointly by the pupil and any other person.
- 11. General Conditions**
- (a) *Waiver* – Any indulgence, relaxation or non-enforcement by the School of its rights under these terms and conditions shall not act as a waiver of and shall be without prejudice to those rights.
- (b) *Reports and References* – A report on each pupil will be sent to parents a minimum of three times a year. Information provided to parents and others concerning the progress of a pupil and the character, examination, further education and career prospects of the pupil and any references will be given with reasonable care and skill and in good faith but otherwise without liability on the part of the Schools.
- (c) *Prospectus* – The Prospectus describes the broad principles on which the Schools are presently run and gives an indication of our history and ethos. Although believed correct at the time of printing, the Prospectus is not part of any agreement between the parents and the Schools. Parents wishing to place specific reliance on a matter given in the Prospectus should seek written confirmation of that matter before entering this agreement.
- (d) *Liability* – The Schools are unable to accept responsibility for accidental injury or loss of property unless caused by its negligence.
- (e) *Complaints Procedure* – The Schools operate a Complaints Procedure. This is outlined to all parents in the Family Handbook. A copy is available on request.
- (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 that may appear one-sided. If any word/s or expression/s infringe the Unfair Terms in Consumer Contracts Regulations 1994 they shall be treated as severable and shall be replaced with words that are as near to the original meaning as may be fair.
- (g) *Interpretation* – Headings and sub-headings are for ease of understanding only and do not form part of these terms and conditions. This document will be constructed as a whole and in conjunction with the Acceptance Form.
- (h) *Proper Law and Forum* – This contract was made at the School under the exclusive jurisdiction of Law of England and Wales.