



RUGBY SCHOOL
JAPAN

Terms and Conditions

Version 1.0

1. Terminology

1.1 “The School” means Rugby School Japan.

1.2 “The Principal” is responsible for the day-to-day running of the School, which includes those to whom any duties of the Principal or of the Board of Trustees have been delegated.

1.3 “The Parents/Legal Guardians” means any person who has signed the Rugby School Japan Acceptance and Undertaking Form through the School’s Open Apply portal, and/or who has accepted responsibility for a child’s attendance at the School.

1.4 “The Pupil” is the child named on the Application Form.

2. Enrolment to the School

2.1 Upon accepting an offer to enrol their child at the School, parents/legal guardians confirm that they read, understand and agree to these Terms and Conditions as well as the accompanying school policies. Every effort has been made to provide a clear and accurate representation of the School’s educational approaches, and it is assumed that parents/legal guardians who accept an offer approve and are supportive of these.

2.2 Offers are made in good faith that all information and documents provided by parents/legal guardians in the application are genuine. An offer can be withdrawn, or a child’s enrolment terminated, should this be found not to be the case or if the Enrolment Fee and School Development Fee payments are not made by the stipulated deadline (refer to the the Finance and Fees Policy).

2.3 The School only accepts registrations from those who show evidence of parental authority or legal guardianship over a child. Where there are two parents/legal guardians, correspondence from one of them is considered to represent the will of both parents/legal guardians.

2.4 Parents/legal guardians of a child who does not hold Japanese nationality must inform the School of any change in the child’s visa status within two weeks of such change. Enrolment may be terminated if the child is rejected in a visa application or otherwise loses the right to reside in Japan.

2.5 Human rights and freedoms are respected. The School welcomes staff and children from different ethnic groups, backgrounds and creeds, although the School retains the right to decide the extent to which expressions of religious and cultural identity can be accommodated within the life of the school.

3. Pastoral Care

3.1 Pastoral care is directed towards the wellbeing, success, safety and welfare of each pupil and the integrity of the House and School community.

3.2 The parents/legal guardians authorise the Principal to take in good faith all decisions which the Principal considers on appropriate grounds will safeguard and promote the pupil’s welfare.

3.3 The culture of the School must foster good relationships between staff, among the pupils themselves and between staff and pupils. Bullying, harassment, victimization and discrimination will not be tolerated at the School.

3.4 Parents/legal guardians give their consent to such physical contact as may be appropriate for teaching/instruction, consistent with good practice, and for providing comfort to a pupil as may be necessary in times of distress or to maintain safety, or in connection with the pupil’s health/welfare.

3.5 The School will endeavour to ensure that each pupil remains in the care of the School during School hours but cannot accept responsibility for the pupil if he/she leaves the School premises without permission.

3.6 Except when boarding, pupils are required during Academic Term time and at weekends (permitted periods of time away from School) and half term breaks, to live with a parent/legal guardian or by a guardian authorised in writing by the parent/legal guardian, which the school deems appropriate.

3.7 The School may periodically include some photographs or images of pupils in the School's promotional material such as the School's website. The School would not disclose the personal particulars of a child without the parents/legal guardians' consent.

3.8 Parents/legal guardians are responsible for arranging, and bearing the cost of, a safe and appropriate mode of commute for their child between home and the School.

3.9 Pupils are responsible for the security and safe use of all their personal property, including but not limited to money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.

3.10 Parents/legal guardians give the School permission to take their child onto trips, excursions and various outdoor educational activities outside of the School building, and note that the time and location for parents/legal guardians to drop off and pick up their child can be different on days that these take place.

3.11 Having exercised reasonable duty of care, the School shall not be held liable for any loss or harm to a child either on the School premises or during off-site educational activities, such as those resulting from natural disasters or factors beyond the School's control.

3.12 Parents/legal guardians consent to the School staff making decisions for a child to receive medical treatment, at the child's family doctor or another medical facility, during emergencies. Parents/legal guardians are liable for the costs.

3.13 Parents/legal guardians authorise the School and/or its designated medical care providers (e.g. school Nurses) to supply medical care as needed for the pupil, including but not limited to administration of allergy medications, bandages, over-the-counter medications, and other first-aid items or techniques. The Parents/legal guardians release, agree not to hold accountable and indemnify the School, its officers, employees and agents from any liability or damages that may arise from providing such medical care, and agree that they shall not incur any liability as a result of or in connection with the provision of such medical care.

3.14 While the School will use reasonable endeavours to educate the pupil, the School will not be liable for any failure of a pupil to attain any academic or other standard. Parents/legal guardians consent the Pupil to participate in all or any of the normal activities of the School during the Academic Term and will not hold the Board of Trustees or School employees responsible for any injury or loss suffered by the pupil provided that the Board of Trustees and their employees exercise due care and attention. The School will not seek further consent for these activities during Academic Term time but undertakes to inform the parents/legal guardians/legal guardians and/or seek consent for any activity requiring an overnight stay away from the School, or travel outside the country in which the School is located.

4. Termination

4.1 Parents/legal guardians are required to give a full Academic Term's written notice to the Principal to withdraw their child from the School. Alternatively, they must pay at least one (1) Academic Term's fees in lieu of such notice.

4.2 Failure to arrive at the School after the start date as indicated on the offer letter can lead to a child's place being withdrawn.

4.3 Extreme cases of situations such as the following may result in a child's enrolment at the School being terminated:

- The child is deemed to no longer benefit from, or hampers the ability of other children to benefit from, schooling at the School;
- The child discredits the School by his/her behaviour on or off campus;
- Non-attendance;
- Parents/legal guardians persist in delayed payment or non-payment of school fees, or have any other irreconcilable issue with the School.

- If the information that the parents/legal guardians have provided the school about the child is false or inaccurate.

4.4 The Principal reserves the right to make a final decision in the event of any dispute.

5. Education

5.1 Parents/legal guardians shall facilitate their child's full participation in School life, and understand that their child is subject to rules and expectations set out in the School's policies. These policies will be made available to all pupils and parents/legal guardians before the School year begins.

5.2 The School may, from time to time, make adjustments to the way it delivers its programme for reasons such as to further its educational aims, better respond to pupils' needs, or reflect changes made by curriculum providers and examination boards. Key changes will be communicated to parents/legal guardians whose cooperation and support are expected.

5.3 The number and combination of each child's IGCSE and A Level subjects result from a balanced consideration of academic suitability, interest and future progression; parents/legal guardians accept that the School's decisions are in the best interest of their child and are final. The range of subjects available is dependent on the level of interest among pupils, the School's staffing and timetabling.

5.4 At Sixth Form level, parents/legal guardians are expected to support the School counsellors in the provision of appropriate higher education and career guidance to their child. The School only supports, and provides references for, applications to higher education institutions deemed feasible and suitable to the child.

5.5 The School will exercise reasonable care and skill in providing educational services for the pupil but cannot guarantee that the pupil will achieve his/her desired examination results or that results will be sufficient to gain entry to other educational establishments.

5.6 Parents/legal guardians acknowledge that the decisions with respect to the composition of classes fall solely within the competence of the School. Parents/legal guardians accept that a change in a year group or educational programme, either requested by parents/legal guardians or decided by the School, can lead to additional fees. A change in the educational programme does not breach the contractual relationship between parents/legal guardians and the School.

6. Copyright

6.1 Parents/legal guardians can decide whether images of their child are taken and used by the School; however, the School reserves the right to reproduce and publish the child's coursework (writings, artwork, etc.), anonymously if the parents/legal guardians prefer.

7. Payment

7.1 Either or both parents/legal guardians/legal guardians agree to be the payer(s) of all school fees. If a third party (for example a grandparent, employer or sponsor) intends to pay a child's fees, a written agreement between the parents/legal guardians, the School and the third party has to be reached in advance. The School has full discretion over whether to accept payment from a third party.

8. Additional Costs

8.1 Parents/legal guardians agree to pay for additional resources and activities not covered by regular school fees, such as meals, uniform items, electronic devices, optional outings and goods or services from external suppliers, deemed necessary by the School to fulfil its educational aims.

8.2 Parents/legal guardians agree to seek, and bear the cost of, any learning support measures considered necessary by the School to ensure or rectify a child's performance in School.

8.3 If a child causes damage to school property, either intentionally or through negligence, parents/legal guardians may be liable for any cost of repairs or replacements beyond insurance coverage.

9. Disclosures

9.1 Parents/legal guardians must, as soon as possible, disclose to the School in confidence:

9.1.1 Any known medical condition, health problem or allergy affecting the pupil;

9.1.2 Any history of a learning difficulty on the part of the pupil or any member of his/her immediate family;

9.1.3 Any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the pupil;

9.1.4 Any family circumstances, court proceedings or court order which might affect the pupil's welfare or happiness;

9.1.5 Any concerns about the pupil's safety;

9.1.6 Any significant change in the financial circumstances of the parents/legal guardians/legal guardians, for example when fees due may not be payable by the due date;

9.1.7 If it is the parents/legal guardians/legal guardians' intention that the pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more except when the pupil is boarding at the School.

10. Reviews

10.1 This document is reviewed regularly and may be updated to reflect changes in the School's operations and circumstances. Parents/legal guardians are notified of major amendments.

December 2022