



## RSS HOME SCHOOL AGREEMENT STANDARD TERMS AND CONDITIONS

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### 1. The School

- a) **The School** is an independent private school registered Head Office 74 Harley Street, Rawalpindi, Pakistan (“the Roots School System RSS”), acting by the managing or governing Body as now or in the future constituted. It is assumed that a pupil will, subject to ‘student code of conduct’, ‘tuition and fee policy’, ‘home school agreement’, ‘admission form’, ‘school rules and policies’ and academic ability, progress through the School and complete the all tiers of education.
- b) **The Head** is the person appointed by the Roots School System RSS to be responsible for the pupil and includes those to whom any of the duties of the Head or the School have been responsibly delegated from time to time.
- c) **The Parents/Guardians** are those who have parental responsibility for the pupil and those referred to at clause 4 (c) of these standard terms and conditions individually and jointly. Parents are expected to give their support and encouragement to the aims and objectives of the School and to uphold and promote its good name, to continue the pupil’s education at home and to ensure that the pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline, order and dress.
- d) **Our Aims:** The aims of the School are described in the Prospectus. In addition, the School aims 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 School is a private self-regulating community which respects the human rights of pupils and their parents, who in turn accept that the School’s lawful policies, disciplines and rules must sometimes take precedence over the wishes of individuals. The School is an environment in which pupils are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.
- e) **Changes at the School:** A successful school must initiate and respond to change. 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 the structure and composition of classes and the way the School is run, to the rules and disciplinary framework, to the length of the school terms and the school day and to any other aspect of the School. Fee levels will be reviewed each year; such review might result in fee increases as deemed necessary by the School’s management. If the ownership or legal status of the School changes, the School’s rights and obligations under these standard terms and conditions will be deemed assigned to the new entity.
- f) **The Standard Terms and Conditions:** We believe that these standard terms and conditions reflect the custom and

practice of independent schools for many generations. 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 the stability, forward-planning, proper resourcing and development of the School. The **Fees List** and the **School policies and Rules**, or equivalent documents as varied from time to time, are part of these Terms and Conditions.

### 2. Care and Good Discipline

- a) **Parents/Guardians Authority:** The parents authorise the Head while *in loco parentis* or acting on behalf of a pupil, to take and/or authorise in good faith all decisions that safeguard and promote the pupil’s welfare. Parents give consent to such physical contact as may be lawful, appropriate and proper for teaching and for providing comfort to a pupil in distress or to maintain safety and good order or in connection with the pupil’s health. The Head may also consent on behalf of the parents to the pupil receiving emergency medical treatment in an event of an emergency or accident while at school including trauma treatment, general anesthetic and operations under Head supervision or at a private or government hospital where certified by a person who is appropriately qualified, necessary for the pupil’s welfare and if parents cannot be contacted in time or if deemed appropriate to act in an emergency. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other sports and school regular, co-curricular and extra curricular activities which may entail some risk of physical injury. This also includes school excursions and all out door activities.
- b) **Conduct and Attendance:** We attach importance to courtesy, integrity, manners and good discipline. Parents warrant that the pupil will take a full part in the activities of the School, will attend each school day, will be punctual, will work hard, will be well behaved and will comply with the School Rules about the wearing of uniform. Pupils may receive health and life skills education appropriate to age in accordance with the curriculum and national policies from time to time.
- c) **The Pupil’s Health:** The Head may at any time require a medical opinion or certificate as to the pupil’s general physical and mental health. The age of the pupil will be calculated in accordance with National custom. Parents will be asked to complete a form of medical declaration concerning the pupil’s health and must inform the Head in writing if the pupil develops any known medical condition, health problem, allergy, physical disability or will be unable to take part in games or sporting activities or has been in contact with infectious diseases. Pupils entering the School may be required to have a medical examination.
- d) **Conduct of the School:** The Head is responsible for the care and good discipline of pupils 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. The Head is responsible also for the imposition of any sanction

including exclusion for non-payment of fees, suspension during investigation or following a breach of school discipline or student code of conduct, and removal or expulsion with further notice under **clause 6** below. The Head is not responsible for a pupil who is absent from the School or is in breach of school discipline. It is a condition of remaining at the School that parents and the pupil accept the school regime and the School Rules as to appearance and dress and the rules of school discipline that applies from time to time.

- e) **The School Rules:** Each pupil is entitled to a copy of the School Rules and student code of conduct giving information about the ethos and rules at the School. The purpose of the School Rules is to help every pupil to know what is expected and to encourage courtesy and consideration for others. Each pupil *and parent* should read the School Rules as detailed in the RSS Prospectus.
- f) The school reserves the right to monitor email communications and internet use for the purpose of ensuring compliance with the School Rules.

### 3. Admission and Entry to the School

- a) **Registration:** Pupils will be considered as candidates for admission and entry to the School when the admission Form has been completed and returned to the School and the non-refundable registration fee paid together with the price of the prospectus. Admission and entry will be subject to the availability of a place and the pupil satisfying the admission requirements at the time. The School operates an equal opportunities policy. Admission slip shall not be granted unless the parent/guardian has fully read, accepted and duly signed the school admission form including; tuition and fee policy, student code of conduct, home school agreement and school rules and policies of admission as per the school prospectus and as detailed on the school website [www.rootsschool.edu.pk](http://www.rootsschool.edu.pk).
- b) **Admission Slip:** If, in due course, a place is offered, by way of a formal letter from the school or verbally or by email the fee deposit will be payable when parents accept the offer at the designated bank. Details of deposits are set out in the *Fees Voucher/Challan* as varied from time to time. The security fee deposit shall be refunded after the successful clearance of outstanding dues and fees against the student account on his/her leaving the school. The school leaving certificate shall not be issued unless all outstanding dues are cleared. The security deposit will be repaid by means of a credit note in the form of cheque or cash without interest to the final payment of fees or other sums due to the School after the pupil leaves the school. Until credited it will form part of the general security funds of the School.
- c) **Moving to the Senior School:** A pupil who is moving from the Roots Thematic Montessori to Roots Junior School or to the Roots College International may be required to show an ability to do so by passing an entrance examination or by undergoing some other assessment if the pupil does not meet the general school annual promotion and progression criteria.

### 4. Events Requiring Notice in Writing

#### a) Definitions

*Notice to be given by parents* means (unless the contrary is stated in these terms and conditions) a term's written notice addressed to and actually received by the Branch Head. No other notice will suffice. Notices must be hand delivered or sent by special or guaranteed delivery post to the school address. Hand delivered notices must be acknowledged by the school by the issuing of a signed and dated official receipt.

*Provisional Notice* is valid only for the term in which it is given and only when written and accepted in writing by the Head.

*Term* means the period between and including the first and last days of each school term.

*A Term's Notice* means notice given before the first day of term and expiring at the end of term. *Half a Term's Notice* means notice given before the first day of term expiring at half term, or notice given before half term expiring at the end of term.

*Fees in lieu (of notice)* means fees in full for the term of notice at the rate that would have applied had the pupil attended and not limited to the parental contribution in the case of a scholarship, bursary or assisted place.

- b) **Canceling Acceptance:** A term's fees (less deposit/s held) will be immediately payable by the parents if, for any reason, they cancel their acceptance of a place less than a term before entry or the pupil does not join the School after a place has been accepted. Parents who withdraw giving a full term's notice before entry will not have to pay fees in lieu but the deposit will be retained by the School. Cases of serious illness or genuine hardship may receive special consideration on written request.
- c) **Withdrawal from the School:** A term's notice must be given before a pupil is withdrawn from the School or a term's fees in lieu will be immediately due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled. The pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the parents. The *School Year* is deemed to start on 1 August in each year. The main reason for these rules is to ensure that the School has sufficient notice with which to plan time tables, other resources and the curriculum.

### 5. Removal and Expulsion of a Pupil

- a) **Removal at the Request of the School:** Parents may be required, during or at the end of a term, to remove the pupil, without refund of fees, temporarily or permanently from the School if, after consultation with a parent, the Head is of the opinion that the conduct or progress of the pupil has been unsatisfactory or if the pupil, in the judgement of the Head, is unwilling or unable to profit from the educational opportunities offered (or a parent has treated the School or members of its staff unreasonably) and in any such case removal is considered to be warranted. The deposit will be refunded in the event of removal from the School and fees in lieu of notice will not be charged but all outstanding fees and charges will be payable in full.
- b) **Expulsion:** A pupil may be expelled at any time if the School, acting on the recommendation of 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 or is in breach of student code of conduct. The School and the Head will act fairly and in accordance with the procedures of natural justice and will not expel a pupil other than in grave circumstances. There will be no refund of fees following expulsion (and all unpaid fees must be paid). The expulsion or withdrawal from student's admission register shall be done without giving any further notice if so deemed appropriate by the Head or school management. The deposit will not be returned/credited, but fees in lieu of notice will not be charged.
- c) **Discretion:** The decision to exclude, suspend or require removal or expel a pupil and the manner and form of any announcement shall be in the sole discretion of the School,

acting on the recommendation of the Head. In no circumstances shall the School or its staff be required to divulge to parents or others any confidential information or the identities of pupils or others who have given information which has led to suspension, the requirement to remove or expulsion, or which the Head has acquired during an investigation.

- d) **Appeals:** In the event of expulsion or of a pupil's removal being required, the Head will advise parents of the procedure (of which copies are available on request) under which a written application for a review of the decision may be made.
- e) **Access:** 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.

## 6. General Safety and Security Conditions

- a) **Special Precautions:** The Head needs to be aware of any matters that are relevant to the pupil's security and safety. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to a pupil for whom any special safety precautions may be needed. A parent may be excluded from school premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the pupil or of the School.
- b) **Leaving School Premises:** A pupil is required to have written permission before leaving school premises during the course of a school day. The School is not, however, able to prevent a pupil leaving school premises in breach of School rules and student code of conduct. School has a strong school gate entry or exit procedure, should the pupil leave the school in breach of the school rules and student code of conduct, the school shall not be held responsible.
- c) **Residence during Term Time:** The Head must be notified in writing immediately if a pupil will be residing other than with a person who has parental responsibility.
- d) **Absence of Parents:** When both parents will be absent from the pupil's home for a 24 hour period or longer, the School requires, in writing, the name, address and telephone number for 24 hour contact of the adult to whom parental responsibility has been delegated *in loco parentis*.
- e) **Liability and Insurances:** The School does not accept responsibility for accidental injury, death or loss of property of any child whilst at school. All other insurances are the responsibility of parents including insurance of the pupil's personal property whilst at school or on the way to or from school or on any school sponsored activity away from the School. The School is not the agent of the parents for any purpose related to insurance.
- f) **Pupils' Personal Property:** Pupils 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 owner's name. A pupil may not bring any item of equipment on to school premises which runs off mains electricity without the prior written permission of the Head.
- g) **Concerns/Complaints:** Parents who have cause for serious concern as to a matter of safety, care or quality of education must inform the Head without delay.
- h) **Progress Reports:** The School monitors each pupil's progress and parents will, from time to time, receive reports in writing and in discussion with staff.

- i) **Learning Difficulties:** Each pupil will be 'screened' for learning difficulties on entry to a senior level and, if required, at any level thereafter. Parents will be notified if
- j) It appears that formal assessment by an educational psychologist is advisable or the pupil is falling behind with studies. Our staff are not however qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties. Parents will be asked to withdraw the pupil without being charged fees in lieu of notice if, in the opinion of the Head, the School cannot provide adequately for a pupil's special educational needs.
- k) **Medical Samples:** The Head may at any time when grounds for suspicion exist, require the pupil to give a biological sample under medical supervision to test for the use of illegal drugs, smoking or other substances damaging to health. A record of such sample will not form part of the pupil's permanent medical record.
- l) **Confidentiality:** The School will take care to preserve the confidentiality of information concerning the pupil and parents in accordance with Data Protection Legislation. The parents, however, consent on behalf of themselves and the pupil to the School (through the Head, as the person responsible) obtaining, holding, using and communicating, on a 'need-to-know' basis, confidential information which, in the opinion of the Head, is material to the safety and welfare of the pupil and others, including a pupil aged 16 and over. The parents consent also 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 also held in machine-readable form.
- m) **Examinations, Reports and References:** The School will enter a pupil's name for an examination if the Head is satisfied that such is in the best interests of the pupil. Information supplied to parents and others concerning the progress and character of a pupil and about examination, further education and career prospects and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
- n) **Intellectual Property:** The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of a pupil in conjunction with any member of staff of the School and/or other pupils at the School for a purpose associated with the School. Any use of any such intellectual property rights by a pupil is subject to the terms of a licence to be agreed prior to the use between the pupil, the pupil's parents and the School. The School will allow the pupil's role in creation/development of intellectual property rights to be acknowledged.
- o) **School and Company Publications:** From time to time School and company publications will be produced to include newsletters, marketing material, web sites. Such publications may include images of pupils; pupils will not be identified by name. Consent for a pupil's image to be used in School and Company publications will be deemed to have been given unless parents write to the Head stating that they do not wish the image of their child to appear in any school publication.
- p) **Interpretation:** These terms and conditions supersede those in the 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 the terms and conditions.
- q) **Jurisdiction:** This contract was made at the School and is governed exclusively under the law of Islamic Republic of Pakistan. Any brand, school, branch or tier of Roots School

System including any campus/branch of Roots Thematic Montessori, Roots Junior School, Roots College International operating under the above names is defined a single entity for the purpose of these terms and conditions.

## UNDERTAKING

I have fully read, understood and accepted the standard terms and conditions as detailed in the Home School Agreement, and I as the parent/guardian of the pupil agree to the standard terms and conditions.

Full Name of Parent/Guardian:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

### FOR OFFICE RECORD ONLY

Full Name of Student: \_\_\_\_\_

Class / Grade: \_\_\_\_\_

Admission No: \_\_\_\_\_

Campus Code: \_\_\_\_\_

## ROOTS SCHOOL SYSTEM (RSS)

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Registered Head Office: 74 Harley Street  
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[www.rootsschool.edu.pk](http://www.rootsschool.edu.pk)