



## TERMS AND CONDITIONS

### 1. Definitions

Words and expressions used in this Agreement shall have the following meanings except where the context otherwise requires:

'Agreement'	means the agreement between us for the provision of a School place comprising the Registration form, Health form, Parental Consent form for School visits, Parental Code of Conduct, School policies and these terms and conditions as amended from time to time
'Child'	means the child whose name appears on the Registration form
'Head'	means the headteacher of the School who is responsible for leading the School
'Parent(s)'	means the parent(s) of the Child or other person with Parental Responsibility as defined by section 3 of the Children Act 1989.
'School'	means Parsons Green Preparatory School whose address is 1 Fulham Park Road, Fulham, London, SW6 4LJ and which is owned by Eridge House Limited, company no: 4216973
'Academic Year'	1st September to 31 <sup>st</sup> August
'Term'	means the term dates published by the School each year, which can be found on the School's website

### 2. Admission and Entry to the School

#### **Registration**

- 2.1 The School will consider applications when the registration form has been completed and returned, along with the non-refundable registration fee. In the event that there is a greater number of children seeking entry to the School than the School have available places, registration will be at the sole discretion of the Head and she shall not be obliged to provide any explanation of her decisions in this respect. Admission and entry will be subject to the availability of a place and the Child satisfying the admission requirements at the time.

#### **Sibling Entry**

- 2.2 Preference will be given to younger brothers and sisters of children already within the School when allocating places. In the event of a sibling place being refused, the Head may in her sole discretion provide an explanation but is not obliged to do so.

#### **Offer of a place, Enrolment and Deposit**

- 2.3 If in due course a place is offered, the deposit will be payable when parents accept the offer and must be received by the School. The School's official Health Form and Parental Consent Form must be received when the first term's fees are payable and before the child is formally enrolled. Details of the deposit, which may be varied from time to time, are set out in the fees information on the School's website. The individual child deposit will be refunded, less any outstanding fees and/or extras, at the end of a child's time in the School, providing the correct notice has been given. In the event of a family having more than one child in the School, each deposit will be returned per child after each child's final term with the school, upon receipt of the correct written notice and once all accounts have been settled. Until returned it will form part of general funds of the School.

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## 3. School's Obligations

### *The School shall:*

- 3.1 Make available suitable premises and staff for the School and ensure that such premises comply with all relevant legal requirements.
- 3.2 Operate an Equal Opportunities Policy and ensure that the School's culture, policies and procedures are accessible to children who have disabilities. The School shall ensure compliance with legal responsibilities under equality legislation, including making reasonable adjustments in order to minimise any disadvantage a Child may face as a result of their disability.
- 3.3 Foster good relationships between children and staff. Bullying, harassment, victimisation and discrimination will not be tolerated.
- 3.4 Ensure that the School shall be open Monday to Friday during normal School hours as notified to Parents each day of the year with the exception of training days, Bank Holidays and School holidays, the dates for which will be as published.

## 4. Parents' Obligations

### *Parents agree to:*

- 4.1 Give their support and encouragement to the aims of the School and to uphold and promote its good name; to continue their Child's education at home and to ensure that their Child maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.
- 4.2 Answer fully and honestly all questions contained in the Registration form, the Health form and the Parental Consent form for School visits.
- 4.3 Comply with the Parental Code of Conduct and all other School policies as amended from time to time, which can be found on the School's website.
- 4.4 Pay the registration fee (which is non-refundable) on registering the Child.
- 4.5 Pay the deposit fee on confirmation of the Child's place. Payment of the deposit will not be refundable if the Child does not subsequently attend the School.
- 4.6 Notify the School immediately if any information in the Child's Registration form or Health form changes.
- 4.7 Notify the School in writing of the name and address of any responsible adult authorised by the Parent to collect from or deliver the Child to the School.

## 5. Fees

### **Items covered**

- 5.1 Fees as detailed in the School's fees schedule cover the normal curriculum together with most books and stationery. Other items incurred by the School or the Child including, but not limited to, lunches, School trips, after-school clubs and music lessons will be charged as optional extras. Any damage caused by a Child, other than fair wear and tear, may be separately invoiced and must be paid as an extra.

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## Cancellation of Acceptance

- 5.2 Cancellation of a place which has been accepted is normally a breach of contract which can cause long term loss to the School if it occurs after other families have taken their decisions about schooling for their children. If Parents cancel their acceptance of a place less than a term before the entry date or the Child does not join the School after a place has been accepted and not cancelled, a term's Fees will be payable and the deposit will be credited to the School's account. Parents who cancel acceptance on more than a full term's notice before entry will not be required to pay Fees in lieu of notice but the deposit will be retained by the School. Cases of serious illness or genuine hardship may receive special consideration on written request.

## Payment of fees and extras

- 5.3 Fees will be charged in accordance with the School's fees scale published each year. Increases in fees will be notified to Parents at least one Term before implementation. Excluding new entries, fees are payable in full by the first day of each new Term. In cases of hardship the Bursar will consider payment arrangements provided they are approached before the start of Term. For all new entries where fees have been paid in advance of the year of entry, no refund of fees will be made should the Child subsequently not attend.
- 5.4 Fees will not be waived or refunded through absence or sickness; or if a term is shortened or a vacation extended; or if the School is forced to temporarily close through any other unavoidable cause, e.g. inclement weather.
- 5.5 Where siblings are in attendance at the School any credit arising for one sibling may be applied to any debt accrued for any other sibling of the same family.
- 5.6 Payment of fees are the joint and several responsibility of each person who has signed the registration form. An agreement with a third party to pay the fees or any other sum due to the School does not release Parents from any liability under these terms and conditions unless an express release has been given in writing signed by the Head. The School reserves the right to refuse a payment from a third party. All such payments are accepted in good faith.

## Late Payment

- 5.7 If payment is not received by the School by the second day of Term, a charge of £50.00 shall be levied. For each further week the fees remain unpaid, an additional £25.00 shall be charged. All such charges shall be recoverable by action if necessary and Parents shall be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid fees regardless of the value of the School's claim.

## Method of payment

- 5.8 The normal method of collection of School fees is by BACS/cheque.

## Return of Deposit on termination

- 5.9 Subject to clause 7, the deposit will be refunded by the Bursar, less any unpaid fees, following the Child completing Year 6 or on termination of this Agreement on receipt of written notice in accordance with clause 6.

## 6. Withdrawal from School by the Parents

- 6.1 Notice of the withdrawal of a Child must be given in writing to the School on, or before, the first day of Term of the Child's last Term. Failure to produce proper notice will result in the following Term's fees being payable before the Child leaves the School less any deposit held. The fees will subsequently be refunded less any reasonable administration charges in the event that another Child takes the Child's place and the class is full on the first day of the following Term. These rules ensure that the School has sufficient notice with which to plan fee levels, staffing and other resources and the curriculum.

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## 7. Removal, Suspension and Exclusion of a Child

- 7.1 The School reserves the right to demand that the Parent remove the Child **immediately** from the School if, after consultation with the Parent, the Head is of the opinion that:
- 7.1.1 there are reasonable grounds to believe that the Child is, or may be suffering from any contagious disease, and that there is a danger that other children in the School may contract it as a result. The Child will be able to return to the School once a medical professional has confirmed they are no longer contagious. No refund of fees will be payable;
  - 7.1.2 the Child's conduct is in breach of the School's behaviour policy and is prejudicial to good order or School discipline or the reputation of the School. Parents may request a review of the decision to remove, such request to be made to the School in writing within 10 days of the decision. The Child shall be suspended from the School pending the outcome of the review. No refund of fees or the acceptance deposit will be made;
  - 7.1.3 the Parents have materially breached the terms of this Agreement, including the Parental Code of Conduct and/or refuse to accept these Terms and Conditions as amended from time to time and/or the Parents have conducted themselves towards the School or its staff in an unreasonable and/or inappropriate manner. No refund of fees or the acceptance deposit will be made;
  - 7.1.4 default of payment of fees following three days' written notice of such default. No refund of fees or the acceptance deposit will be made.
- 7.2 The School has the right to terminate this Agreement on one Term's notice in writing sent by email or ordinary post if the School, acting reasonably, believes that there has been a breakdown in the School's relationship with the Parents. The acceptance deposit will be refunded without interest less any outstanding balance of fees.

## 8. Data Protection Act

- 8.1 The School is registered as a Data Protection Controller and as such, receives and holds information on children in order to support their teaching and learning, to monitor and report on their progress, to provide pastoral care and to assess how well the School as a whole is doing. This information includes contact details, assessment results, attendance information, teaching and learning records, religious denomination, nationality, special educational needs and medical information.
- 8.2 Parents understand that the School uses data including photos of the Child for termly newsletters, record keeping, class observation, student profiles and occasionally for promotional materials including its website. If permission for photographs is not agreed the Parent must write separately to the School and confirm, using the form supplied to them before entry into the School.

## 9. Limitation of Liability

- 9.1 Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Child or the Parents or for loss or damage to property. Parents are responsible for insuring their Child's personal property whilst at School.

## 10. Confidentiality

- 10.1 Parents consent to School staff informing the Head and others in confidence of any matter concerning the Child, if in their professional opinion and acting conscientiously, such information is material to the safety and well-being of the Child and/or others. The Parents also consent to the School communicating with any other school which the Child attends or which a Parent proposes the Child should attend about any matter concerning the Child 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 Child and Parents.

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## 11. Prospectus and website

11.1 The prospectus and website describe the broad principles on which the School is presently run and give an indication of its history and ethos. Although believed correct at the time of publishing, the information contained in them does not form part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter given in the prospectus or on the website should seek written confirmation of the matter before entering this agreement.

## 12. Consumer Protection

12.1 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, alone or in combination, infringe the Unfair Terms in Consumer Contracts Regulations 1994 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.

## 13. Third Party Rights

13.1 Only the School and the Parents are parties to this contract. The Child is not a party to it. The acts and omissions of Parents are binding on the Child and vice versa as to any matter concerning behaviour, discipline and fees. All requests and authorities by the Parents are treated as being made on behalf of the Child.

## 14. Whole Agreement

14.1 Parents accept that signing hereunder is acceptance of the School's Terms and Conditions. Please read this Agreement carefully. If there is anything that a Parent does not understand, the Parent should call the School for clarification. Any alterations to this Agreement will be agreed by both parties and confirmed in writing.

14.2 The School reserves the right to amend any of these Terms and Conditions from time to time in order to reflect changes in the law or in custom and practice at the School including, but not limited to, assisting the proper delivery of education. Such changes will normally come into effect at the beginning of the Academic Year though the School has the right to introduce changes during the Academic Year if the School deems it to be appropriate. A full set of the School's written policies and current Terms and Conditions are available at any time for inspection.

## 15. Jurisdiction

15.1 This Agreement is governed exclusively by English Law and the courts of England.

**We agree to the above terms and conditions:**

**Mother's signature:** .....

**Print Name:** .....

**Date:**.....

**Father's signature:** .....

**Print Name:** .....

**Date:**.....