

# St. Martin's Preparatory School

## TERMS & CONDITIONS

Terminology in these Terms and Conditions:

**Child** or **Pupil** means a child of whatever age admitted to the School to be educated.

**Complaints Policy** is the School's procedure for the review of complaints.

**Fee** and **Fees** includes all the costs incurred in the usual course of the education of your child, including tuition fees, supervision (where applicable and including boarding supervision), any necessary educational materials (including licenses and subscriptions), transport levy, food costs, swimming, voluntary building funds and assessment charges.

**Head** means the person responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated.

**Normal Leaving Date** means that it is assumed that each Pupil in the School who satisfies the relevant criteria at the time will progress through the School, and ultimately complete Year 6.

**Parents** or **you** mean each person who has signed the Registration Form as parent or guardian of a child or who with the School's written consent has subsequently assumed parental responsibility for such child.

**Registration Form** means the form provided by the School for the parent(s) or guardian(s) to complete when applying for a place at the School.

**School** or **we** mean the legal entity carrying on as the School, or its duly authorised representative, as the context requires.

**School Rules** means the rules of the School, a copy of the current version of which can be requested from the School directly. These rules may be amended from time to time.

**Term** means a Term of the School as notified to Parents from time to time.

**Term's Notice** means notice given not later than the first day of the Term preceding the Term to which the notice relates. Notices must be in writing.

**Terms and Conditions** means these Terms and Conditions of admission as amended from time to time.

### 1. Registration and Admission

a) Your Child will be admitted to the School when the Registration Form has been completed, the non-refundable Registration Fee has been paid and a formal offer has been made by the School, in accordance with the School's admissions policy.

b) A deposit is required to confirm your place at the School. The amount of the deposit will be repaid to you once your child has left School and your Fee account is clear.

### 2. School Fees

a) Any extra-curricular activities such as private music lessons, school organised clubs and trips in which you agree your child may participate in shall be deemed to be supplemental to items met by the Fees and charged for accordingly. In addition to this, charges incurred by the School in providing for special educational needs and exam fees shall be charged as supplemental to the Fees.

b) Each person who has signed the Registration Form is liable for the whole of Fees due and any supplemental charges, unless the School has agreed in writing to look exclusively to any other person for payment of the Fees or any part of them.

c) Each termly fee invoice must be paid by the following dates: Autumn Term - 31st August; Spring Term - 31st December; Summer Term - 30th April. If payments are not received on time, a late fee charge of £125 per week may be applied.

d) 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. An interest charge of 3% above the Bank of England base rate will be incurred on any late payment (this is in addition to the late fee charge of £125 as detailed in Section 2c). You consent to our informing any other school or educational establishment to which you propose to send your Child of any outstanding Fees owed to the School. You also consent (if necessary) to permit the Credit Control Department of Alpha Schools to carry out a search (at any time) with a credit reference agency, keep a record of that search and may share that information with other businesses. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid Fees or supplemental charges from you (including reasonable legal costs).

e) Fees will be reviewed annually (immediately if UK legislation changes) and may be increased by such amount as the School considers reasonable.

f) Fees and any supplemental charges will not 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.

### 3. Notice Requirements

If you wish to withdraw your child from the School (other than the Normal Leaving Date); you shall either give a term's notice to that effect or shall pay to the School a Term's Fees in lieu of such notice, at such rate as would have been charged for the final Term of provision if a Term's Notice had been given.

a) 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, exhibition, bursary or other award or concession.

b) A Term's Notice must be given in writing if the parents wish to cancel a place for which they have registered, or if parents wish to withdraw a pupil who has entered the School.

You acknowledge that the School's affairs are organised on a Termly 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 part-way through a Term.

### 4. Force Majeure (i.e., circumstances beyond our control)

a) In this Contract "force majeure" shall mean any cause beyond a party's control (including, for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give notice of the extent of any closure due to the force majeure. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure and subject to clause 4(c), the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. The School shall endeavour during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

c) Subject to section 4 (b), if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than two school terms, then you have the right to leave without giving a full terms notice and incurring fees in lieu of notice.

## 5. School Rules:

a) It is a condition of remaining at the School that your child complies with the School Rules, School Handbook, Classroom Rules and School Guidance, which are available on request.

b) 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.

## 6. Disciplinary Procedures:

a) The Parents hereby confirm that they accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each pupil and the School community as a whole. The School's disciplinary policy which is current at the time applies to all Pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.

b) The Head may use their discretion to 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 is 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.

c) The Head may in (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.

d) Should the Head exercise (his/her) right, you shall not be entitled to any refund or remission of Fees or supplemental charges paid or due and the Deposit is forfeited. However, in such circumstances Fees in lieu will not be payable.

e) Examples of offences likely to be punishable by suspension or expulsion are presented in the School Behaviour Policy, they 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. The review of serious disciplinary matters is governed by the School Complaints Procedure.

f) Parents may ask for a Governors' Review of a decision to expel or require the removal of the pupil from the School (but not a decision to temporarily exclude the pupil unless the Temporary Exclusion is for 11 School days or more, or would prevent the pupil taking a public examination). The request must be made as soon as possible and in any event within seven days of the decision being notified to the parents. Parents will be entitled to know the names of the Governors who

make up the Review Panel and may ask for the appointment of an independent panel member nominated by the School and approved by the parent (approval not to be unreasonably withheld).

## 7. The School's Complaints Procedure:

Any question, concern or complaint about the pastoral care or safety of a pupil must be notified to the School as soon as practicable. A copy of the School's Complaints Policy can be found on the School website. If a complaint/concern is the motivating reason for notice of withdrawal then this complaint must be raised in writing on or before the formal date of notice otherwise the Complaints Procedure may not apply, in particular where there are disputes relating to Fees owed or Fees in Lieu of Notice.

## 8. 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 their schooling.

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 permitted 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 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, you consent to your child participating, under proper supervision, in contact sports and in 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) You authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote your Child's welfare.

h) We shall monitor your child's progress at the School and provide opportunity for parent consultation and written reports.

## 9. 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 in respect of your child.

b) Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the pupil, any history of a learning difficulty on the part of the pupil or any member of his/her immediate family, or any family circumstances or court order which might affect the pupil's welfare or happiness, or any safety concerns about the pupil's safety.

c) Parents must also make the School aware of any change in the financial circumstances if a Pupil has been awarded a bursary by the School.

d) The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Registration 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.

e) The Head 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.

f) We will do all that is reasonable to ensure that your child remains in the care of the School during School hours but we cannot accept responsibility for the pupil if they leave the School premises.

g) If you have cause for concern as a matter of safety, care, discipline or progress of your child you must inform the School without delay.

Complaints should be made in accordance with the School's Complaints Procedure.

h) You consent to your child travelling by any form of public transport or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

i) A pupil of any age whose parents are resident outside the United Kingdom must have an education guardian in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary.

The School can accept no responsibility during half term or the holidays for Pupils whose Parents are resident abroad and the parents and guardians of such Pupils must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian.

**10. Liability:** 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 pupil or parents or for loss or damage to property.

**11. Confidentiality and References:**

a)The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Pupil's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the pupil's welfare or to avert a perceived risk of serious harm to the pupil or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the pupil may have.

b)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 will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on their ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you are or your child is alleged to have suffered resulting from a reference given by us.

c)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

**12. Intellectual Property Rights:** 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.

**13. Imagery**

a)By agreeing to the Terms and Conditions, you consent for the School to use your child's image within School for display purposes, in printed publications, on social media and on the website.

b)The school is granted full rights to use the imagery resulting from the photography or video and any adaptations of the imagery for commercial or publicity use to achieve the school's aims.

c)The School is permitted to authorise the use of such imagery with partners of the business, such as agents, advertisers and partner schools.

d)Should the Parents wish that their child's imagery not appear in any school publication, they should provide this in writing to the School.

**14. Changes in Ownership:** for the purposes of reconstruction or amalgamation we reserve the right to transfer the undertaking of the School to any 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.

**15. 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 Registration 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.

**16. Interpretation:** headings in these Terms and Conditions are for the ease of understanding only and do not form part of these Terms and Conditions.

**17. Consumer Protection:** care has been taken to use plain language in these Terms and Conditions and to explain the reason 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 1999 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near to the original meaning as may be fair.

**18. Legal Contract:** the submission of the Registration Form by the parents gives rise to a legally binding contract on the terms of these Terms and Conditions. The Registration Form, the School Rules, the Disciplinary Policy and

these Terms and Conditions constitute the terms of a legally binding contract between you and the School.

**19. Third Party Rights:** only the School and the parents are parties to this contract. The pupil is not a party to it. The acts and omissions of parents are binding on the pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the parents are treated as being made on behalf of the pupil and vice versa.

**20. Termination by the School:** The School may terminate this agreement on one term's written notice sent by ordinary post or on less than one term's notice in a case involving Permanent Exclusion or required removal. The School would not terminate the contract without good cause and full consultation with parents and also the pupil and would offer the parents a Governors' Review of a decision to terminate.

**21. Jurisdiction and Governing Law:** This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the nonexclusive jurisdiction of the Courts of England and Wales.

**22. Variations:** We reserve the right to make reasonable modifications to these Terms and Conditions from time to time. Our Terms and Conditions are also published on our website.