

St Martin's Preparatory School's Terms and Conditions

Please read these terms carefully before you accept our offer of a place at the school for your child.

1. Definitions

1.1. Meanings of some words and phrases we use in these terms and conditions.

In these terms and conditions some words and phrases have particular meanings, and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here. Please take note of them.

1.1.1. "registration form" means the form provided by the school for parents to complete when applying for a place for their child at the school.

1.1.2. "child" means a child of whatever age admitted by the school to be educated.

1.1.3. "complaints procedure" means the school's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the school. It does not form part of the contract between you and the school. A copy of the most up-to-date procedure is on the school's website and is otherwise available from the school at any time upon request.

1.1.4. "contract" has the meaning given in Clause 1.3 below.

1.1.5. "deposit" means the amount set out and referred to as the deposit in the registration form.

1.1.6. "charge" and "charges" includes all the costs incurred in the usual course of the education of your child, including tuition fees, supervision (including boarding supervision), any necessary educational materials (including licenses and subscriptions), swimming, assessment charges and includes optional charges for food, routine transport in the school day and building maintenance funds.

1.1.7. "head" means the person appointed by the Governors of the school from time to time to be responsible for (or to share in the responsibility for) the day-to-day running of the school, including anyone to whom such duties have been delegated.

1.1.8. "schedule of charges" means the published note of the school's prevailing charges notified to you from time to time and a copy of which remains available on the school's website and from the school at any time upon request.

1.1.9. "school rules" means the rules of the school and guidance for parents as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the school. A copy of the current version is available on the school website.

1.1.10. "term" means a term of the school year as notified to parents from time to time.

1.1.11. "a term's notice" means written notice given not later than the first day of the term preceding the term to which the notice relates.

1.1.12. "terms and conditions" means these terms and conditions as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the school.

1.1.13. "we" or the "school" means the legal entity carrying on as the school as identified in Clause 1.2 below; and

1.1.14. "you" or the "parents" means each person who has signed the registration form as a person with responsibility of the child.

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding and appreciation of what we are referring to. We do this by using the words "for example", "includes" or "including" and, because we do not intend for the examples given to be exhaustive, when we do use these words it means that the examples that are given are not exclusive or limiting examples of the matter in question.

Also, in these terms and conditions we use headings to introduce the separate provisions. These headings are for ease of understanding only.

1.2. Who we are.

We are The Saints Schools Limited a company registered in England and Wales. The Saints Schools Limited is registered in England at 19 London Road, High Wycombe, Buckinghamshire, HP11 1BJ, Reg No: 13247678. The School is known as or St. Martin's Preparatory School.

1.3. Our contract with you.

The registration form, the schedule of charges, the school rules, and these terms and conditions (as in each case may be varied from time to time) form the terms of an agreement (the "contract") between you and the school. The most up to date version will be available on the school website. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Deposit

2.1. The non-refundable status of the deposit.

The deposit is not refundable if your child does not take up a place at the school.

2.2. How we use the deposit.

The deposit will form part of the general funds of the school whilst the child remains in the school. When the child leaves the school, firstly the deposit will be offset against any amounts outstanding due to the school. Any balance remaining will become repayable to Parent(s) upon request. If no request for repayment of the deposit is made within four months of the end of the relevant academic year when the child leaves the school, the deposit will be retained by the school and used to fund bursarial grants to deserving cases of hardship.

3. Withdrawing your acceptance of a place before your child joins the school

3.1. The period of notice we require.

If you wish to withdraw your acceptance of a place AFTER submitting the registration form and paying the deposit but BEFORE your child starts at the school you must give us written notice before the 1st of March preceding entry in September of that year. For Spring and Summer term entry, written notice must be given on the first day of the term immediately preceding the term in which your child was due to start.

3.2. If we do not receive that period of notice.

A full term's charges shall be payable by you and shall become due and owing to the school as a debt. The term's charges shall be charged at the rate applicable for the term when your child was due to start.

4. School charges, supplemental charges and payment

4.1. 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 ordinary charges and charged for accordingly. In addition to this, charges incurred by the school in providing for special educational needs and exam costs shall be charged as supplemental to the charges.

4.2. Each person who has signed the registration form is liable for all charges due and any supplemental charges, unless the school has agreed in writing to look exclusively to any other person for payment.

4.3. All requests for payments must be made 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 penalty charge of £125 per week may be applied.

4.4. We reserve the right to refuse to allow your child to attend the school or to withhold any references while any 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 penalty charge of £125 as detailed in Section 4.3). You consent to our informing any other school or educational establishment to

which you propose to send your child of any outstanding monies owed to the school. You also consent (if necessary) to permit our Credit Control Department 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 monies or supplemental charges from you (including reasonable legal costs).

4.5. Charges will be reviewed annually (immediately if UK legislation changes) and may be increased by such amount as the school considers reasonable.

4.6. No charges will 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, there is no reduction in charges.

4.7. If the School at any time assesses (or HMRC at any time determines) that any of the Services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable charges for those Services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant charge and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.

5. Notice requirements

5.1. Notice to withdraw your child from the school.

If you wish to withdraw your child from the school (other than at the normal leaving date), you shall either give a term's notice to that effect or shall pay to the school a penalty equivalent to a full term's charges, at the rate applicable in the schedule of charges.

This means that if, for example, you wish to withdraw your child with effect from the start of an autumn term (i.e. the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (i.e. the final term of the preceding academic year).

5.2. Notice to change your child's place at the school.

Where applicable, if you wish to change your child's place at the school from a boarding to a day place you shall either give a term's notice or shall pay to the school the difference between the boarding and the day or weekly boarding rate.

5.3. Where the relevant penalty must be paid.

Where an appropriate Notice to Withdraw has not been given, a request for payment will be considered and will be payable on a 7 day notice period or before the child leaves the school.

5.4. Notice to withdraw your child from participating in an activity covered by a supplemental charge.

If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a term's notice to that effect or shall pay to the school as a debt a term's charges for the activity in which your child has ceased to participate.

5.5. Withdrawal part-way through a term does not reduce the amount you owe to the school.

The school's affairs are organised on a termly basis and it is not possible for you to reduce any charges due, or to obtain a refund, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

6. School rules

6.1. You and your child must comply with the school rules.

It is a condition of remaining at the school that you and your child do so. In addition, you promise to ensure that your child attends school punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue from time to time.

6.2. We may undertake drug testing of your child.

The school may undertake drug testing of pupils in accordance with its drugs policy as set out in The Behaviour and Discipline Policy. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.

6.3. Monitoring your child's email communications, internet use and use of social media.

The school may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and use of social media as per the school's Internet Policy. We may do this for various reasons, including ensuring compliance with the school's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

7. Suspension, exclusion and required removal

7.1. The head's discretion to suspend or exclude your child from the school.

The head may in his or her discretion suspend or, in serious or persistent cases, expel your child from the school if the head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the school's best interests or those of your child or other children.

7.2. Where you can find examples of offences punishable by suspension or expulsion.

The Behaviour and Discipline Policy sets out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and the head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the school may be considered.

7.3. The head's discretion to require you to remove your child from the school.

The head may in their discretion require you to remove your child from the school if the head considers that:

7.3.1. your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the school, or the wellbeing of school staff; and/or brings (or is likely to bring) the school into disrepute; and/or is not in accordance with your obligations under this contract or because we have a legal right to end the contract because of something you have done wrong;

7.3.2. your child's attendance or progress is unsatisfactory, and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children.

7.4. What happens if your child is suspended, excluded or removed from the school?

Should the head exercise their right under either Clause 7.1 or Clause 7.3 above you will not be entitled to any refund or remission of any charges due (whether paid or payable). Also, where your child is expelled, or you are required to remove your child from the school the deposit will be forfeited meaning that the school will retain the deposit. If your child is expelled from the school no further penalty charge will be payable and any prepaid charges for the period after the expulsion will be refunded.

7.5. Your right to have disciplinary matters or decisions reviewed.

You are entitled to have any serious disciplinary matters or decisions taken by the school and/or head under this Clause 7 reviewed and appealed to the school's directors (see the Admissions and Exclusions Policy).

8. The school's obligations

8.1. The period of your child's schooling.

Subject to these terms and conditions, the school will accept your child as a

pupil of the school from the time of joining the school until the end of his or her time at the end of the school. However, the school shall not be obliged to permit your child to move between educational stages unless the school is satisfied that it is appropriate for your child to do so and the school will notify you in writing if it is not appropriate for your child to proceed from one stage to the other (the transition between education stages within the school (such as from Nursery to Preparatory, Preparatory to Senior, or Senior to Sixth Form) shall apply where applicable and as provided by the school. For schools without all specified stages, this clause shall apply only to those transitions available within the school's current educational structure).

8.2. The scope of our duty to exercise reasonable skill and care for your child's education and welfare.

While your child remains a pupil of the school, we will 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. We cannot accept any responsibility for the welfare of your child while off the school premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of school staff.

8.3. Consent to participation in contact sports and similar activities.

Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

8.4. What happens if your child needs urgent medical attention?

If your child requires urgent medical attention while under the school's care, we will if practicable attempt to obtain your prior consent. However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).

8.5. Our right to make changes at the school.

Our website describes the broad principles on which the school is presently run. However, from time to time it may be necessary to make changes to any aspects of the school, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the school is required to close the school premises).

8.6. Monitoring your child's progress at the school.

We shall monitor your child's progress at the school and produce regular written reports and the opportunity for consultations with teachers. We shall advise you if we have any concern about your child's progress, but we do not undertake to diagnose any specific learning conditions. A formal educational psychologist assessment or other assessments can be arranged either by you or by the school at your expense. You may be asked to withdraw your child without being charged any penalty charges if in the opinion of the school, the school cannot provide adequately for your child's special/additional educational needs.

9. The parents' obligations

9.1. We require your co-operation.

In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the head and school staff need your co-operation, including by you fulfilling your own obligations under this contract.

9.2. Examples of the co-operation and assistance we require.

You shall co-operate with the school and school staff in good faith, and including by:

9.2.1. maintaining a constructive relationship with school staff (including in instances where the school is exercising its rights and performing its obligations under this contract).

9.2.2. encouraging your child in his or her studies and giving appropriate support at home.

9.2.3. keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay).

9.2.4. ensuring that all details or other information notified or otherwise disclosed to the school about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld.

9.2.5. providing cooperation and assistance to the school so that your child can participate and benefit from the school's provision of education (including where the school may wish/need to provide such education remotely); and

9.2.6. attending meetings and keeping in touch with the school where your child's interests so require.

9.3. You must notify us of your child's health/medical conditions or special/additional educational needs.

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. You must inform the school of any health or medical condition, special/additional educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the school or otherwise, any reports or other materials relevant to any of the same.

9.4. Circumstances where we may require you to keep your child away from school.

If the school so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the school until such time as the health risk has passed. Where it is considered appropriate in such circumstances we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

9.5. You must notify us of any special arrangements needed for your child.

You must inform the school of any situations where special arrangements may be needed in relation to your child, including in relation to their education or welfare.

9.6. You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them.

You must inform the school if, at any time prior to or during your child's time at the school, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the school (including its premises) and/or the school's provision of education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) payment of charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the school with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).

9.7. We are entitled to expect that parents have consulted with each other regarding decisions relating to your child.

You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the school, the school is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9.9 below, you (and each of you) accept that the school is entitled to

