

Standard Terms and Conditions

Revised April 2019

1. Introduction:

These Terms and conditions form the basis of a legal contract for educational services between you (the parents or guardians) and the School. Signing of the Acceptance Form confirms the parent's agreement to these 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. They help also to protect parents from increases in fees and liabilities caused by the defaults of others. Except in relation to fees (which are dealt with by the Directors, in consultation with the Head Teacher), any waiver is effective only if given in writing by the Head Teacher personally. The School Rules and Policies, as varied from time to time, are part of these Terms and Conditions. Nothing in these standard terms and conditions affects the statutory rights of parents or pupils.
- Our prospectus and web site are not contractual documents and should not be treated as such. Parents wishing to place specific reliance on a matter contained in the prospectus or web site, or a statement made by a member of staff during the course of a conducted tour of the School or a related meeting, should seek written confirmation of that matter before entering this agreement.
- It is assumed that a pupil will, subject to conduct and academic ability, progress through the School and complete to the end of the academic year following their fourth birthday (end of Nursery) or at the end of year 2.

2. Terminology:

- (a) The School means Roxeth Mead School registered as Roxeth Mead (Buckholt) Ltd.
- (b) The Head Teacher means the person who has been appointed by the Directors for the day to day management of the School and includes those to whom any of the duties of the Head Teacher or the School have been responsibly delegated.
- (c) The Parents or You mean any person who as a parent or guardian has signed the Acceptance Form and has therefore accepted responsibility for the child's attendance at the school and the payment of all fees. Parents are expected to give their support and encouragement to the aims of the School and to uphold and promote its good name, to ensure that the pupil maintains appropriate standards of punctuality, behaviour and dress. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions.
- (d) The pupil is the child named on the Roxeth Mead Acceptance Form.
- (e) Term means a School term. Dates of which are sent to the parents on a regular basis and are also available on the School's web site.

- (f) A term's notice means a full term's notice which must be given in writing by the first day of that term. Any notice given after the first day will be deemed to fall relevant for the following term.
- (g) Normal leaving date for all pupils – this means at either the end of the Nursery or the end of Year 2.

3. Admission and Entry to the School

- (a) **Registration:** A registration Form must be completed and a fee of £75.00 is payable for registering your child's details with the school. Completion of the Registration form does not guarantee your child a place.
- (b) **Assessment:** All pupils are assessed before a place may be offered.
- (c) **Acceptance:** When a place is offered, an Acceptance Form must be completed and the deposit of £500 paid within one month of the date of the offer correspondence. This deposit is not refundable should the pupil subsequently not take up the place offered at the School.
- (d) **Failure to compete and return the**
 - Acceptance Form
 - Admission Form including medical information
 - Depositby the stated date, may result in the place being offered to someone else on the waiting list.
- (e) **Deposit:** in order to secure a place, an entrance deposit of £500 is payable which will be returned when the child leaves the school, providing there are no debts owing and the correct notice period has been given.
- (f) **Length of stay:** New children starting in baby room or pre-school are expected to stay until the end of the academic year in which they turn 3 or 4. New children starting in Nursery are expected to stay until the end of year 2. The deposit will be forfeit if these conditions are not met.

4. Cancelling Acceptance:

If you wish to withdraw your child after submitting the Acceptance Form and Entry Deposit you must give a term's notice in writing. If written notification is received less than a term before the first day of the term in which the pupil was due to start then the Entry Deposit will be forfeited and no other money will be owed. If a full term's notice is not given before the start of the term then one full term's fees at the then current rate will be owed in lieu of the required notice. £400 of the entry deposit will be credited to these fees and the remaining £100 will be retained to cover the School's costs.

The cancellation of a place which has been accepted can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children.

5. 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 expulsion or required removal. The School would not terminate the contract without good cause and full consultation with Parents.

The Acceptance deposit would be refunded without interest less any outstanding balance of the account.

6. Fees:

- (a) **Payment:** Fees are due for payment on or before the first day of the term to which they relate. Cheques returned because of lack of funds and due to no fault of the School will incur an administration charge on each occasion. This charge is currently £25.00.

- (b) **Liability:** Parents or each person who has signed the Acceptance Form are liable for the whole of the fees. Where two or more persons have signed the Acceptance Form, one (or more) of them may withdraw from the contract with the School by submitting a term's notice providing they have obtained the prior written consent of both the School and the remaining parties to the contract. Failure to do so will result in both Parents continuing to be held liable.
- (c) **Third Party Payments:** Payments made by a third party e.g. grandparents does not release the parents from their signed obligation.
- (d) **Late Payment:** The right is reserved to make late payment charges composed of simple interest calculated on a daily basis equivalent to bank base rate plus 4%, from the first day of each term until payment is cleared. It is agreed that the amount of all late payment charges should reflect the commercial rates that would be applied by a financial institution in a case of unauthorised and unsecured borrowing. Such charges will be recoverable by action if necessary and costs claimed for administrative and legal expenses incurred should such action become necessary. These charges and the required periods of notice are intended to protect those parents who pay fees on time and to safeguard the **School** against consequences of the defaults of others.
- (e) **Unpaid Fees:** If fees remain unpaid without authorisation after twenty eight days, the School reserves the right to refuse the Pupil admission until the debt is cleared. A Pupil who has been excluded at any time when fees are unpaid will be deemed 'withdrawn without notice' twenty eight days after exclusion. (A term's fees due in lieu of notice will be payable in accordance with the Leaving School section details). If the child is subsequently removed permanently from the School as a result, then a term's fees will become due in lieu of a full terms notice.
- (f) **Non-attendance:** No part of the fees will be reduced or refunded due to any absence – including illness. Lost days are not interchangeable. Details of insurance to cover such eventualities are available from the School Office.

This rule is necessary so that the School can properly budget for its own expenditure; ensure the smooth running of the curriculum and to ensure that the cost of individual default does not fall on other Parents.

- (g) **Extra hours:** A charge will be made for any extra hours over and above the normal agreed sessions. This will include extra hours where a child who is not normally at the School on the appropriate day, wishes to go on a school outing.
- (h) **Fee Increases:** Fees are usually reviewed annually and any increase will be notified to Parents soon after any decision has been made.

7. Leaving the School:

- a) New children starting in baby room or pre-school are expected to stay until the end of the academic year in which they turn 3 or 4. If a child leaves prior to this, their deposit will be forfeit. Children joining the Nursery or above, are expected to stay until the end of Year 2. Otherwise, similarly their deposit will be forfeit. The deposit will be returned as long as these conditions are met and a full term's notice is given in advance.
- b) **Period of Notice:** A full term's written notice must be given to the Head Teacher if you wish to remove your child at any time other than at the end of Year 2. Failure to submit notice in writing by the first day of the final term will result in a full term's fees becoming payable in lieu of notice. It is expected that parents will consult with the Head Teacher before giving notice to withdraw a pupil. **A Term's Notice** to be given by Parents means notice given before the first day of a term and expiring at the end of that term.
- c) A term's notice must be given in writing if the Parent's wish to cancel a place which they have accepted or if Parents wish to withdraw a pupil who has entered the School.
- d) **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.

8. Care and Good Discipline:

- (a) The Parents hereby confirm that they accept the authority of the Head Teacher and 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 the school's premises or in the care of the School or wearing School uniform or otherwise representing or associated with the School.
- (b) **Behaviour:** It is a requirement that all pupils attending the School behave in accordance with the School's policy. It is the parent's responsibility to ensure good behaviour from pupils in their charge at all times when wearing school uniform in public places.
- (c) **Safety and Consideration:**
- Pupils wearing the School's uniform must behave properly when in the street and parental control is important for pupil safety.
 - Parents are requested to observe the 20 mph speed limit restrictions of Harrow on the Hill, are expected to show consideration to our neighbours when parking and not to obstruct driveways, entrances or park on private land.
- (d) **Concerns and Complaints:** Parents, who have cause for serious concern as to a matter of safety, care or quality of education must inform the Head Teacher without delay.

9. Exclusion:

A pupil may be asked to leave the school either temporarily or permanently and at the Head Teacher's sole discretion where:-

- (a) The Pupil's behaviour either in or out of the school is prejudicial to good discipline or the reputation of the School.
- (b) The behaviour of parent / parents is deemed unacceptable towards any member of staff or other persons on school premises and where such behaviour is likely to have an adverse impact on the School in any way.
- (c) The child's progress is causing concern and it would be in the interest of all parties to move to another educational establishment.

The above are very rare occurrences and would only be sanctioned after full discussion with the Head Teacher.

If a pupil leaves under either (a) or (b) then the Entry Deposit is forfeited and there will be no refund of that term's fees.

10. School Hours:

- (a) **Punctuality:** This is important for maximum teaching time efficiency. Late arrivals disrupt the class and your child may miss out on important learning time. Parents should ensure that pupils arrive on time and should collect them promptly at the end of their school day.
- (b) **Attendance:** After two terms in the Pre-School, the School expects all children to attend on at least five mornings. From the term following their fourth birthday all children are then expected to attend full time if they are not already doing so.

11. Health Matters:

- (a) **Medical Declaration:** It is a condition of the School that parents complete a Medical Declaration Form concerning the pupil's health and that this is returned with the Acceptance Form. Parents must complete the form in full and must inform the **Head Teacher** in writing if at any time the Pupil develops any known

medical condition, health problem and long or short term allergy or has been in contact with infectious diseases.

- (b) **Illness and Infectious Diseases:** Parents agree to keep the child at home where the Pupil's medical condition may be deemed unsuitable for school attendance for the Pupil's well-being or if there is a risk of infection to others. In the case of recognised infectious illnesses, agreed medical guidelines must be followed.
 - (c) **Safety and Circumstances:** Parents agree to notify the School of any family circumstances or court order which might affect the Pupil's health, welfare or happiness or any concerns they may have about the pupil's safety.
 - (d) **Absence:** Parents agree to notify the School in the morning if a pupil is going to be absent because of illness. All other absences are to be notified in writing in advance.
 - (e) **Learning Difficulties:** Parents must also disclose any knowledge of any learning difficulties or other medical concerns that may affect the child's learning. The School staff are not qualified to make any medical diagnosis in relation to any learning difficulties and the School will not accept any liability if such problems are not disclosed.
 - (f) **Routine Medical Treatment:** On the written authority of the Pupil's Parents or Guardian, the School will administer prescribed medication in accordance with either the prescribing doctor's instructions or in the case of medication to be left in the School for a length of time (e.g. Epipens, emergency inhalers etc.) A recently dated medical practitioner's instructions. **The School will agree to supervise the taking of prescribed medication only.**
 - (g) **Emergency Medical Treatment:** The Head Teacher may also consent on behalf of the parents to the pupil receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under NHS or at a private hospital where certified by a person who is appropriately qualified, necessary for the pupil's welfare and if parents cannot be contacted in time.
12. **Parents Authority:** The parents authorise the Head Teacher 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 providing comfort to a pupil in distress or to maintain safety and good order or in connection with the pupil's health. Parents consent to their child participating in sports and other activities as part of the normal School and extra-curricular activities. Parents acknowledge that while the School will provide appropriate supervision at all times the risk of injury cannot be eliminated.
13. **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 Teacher, as the person responsible) obtaining, holding, using and communicating on a "need to know" basis, confidential information which, in the opinion of the Head Teacher, is material to the safety and welfare of the pupil and others. 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 fees.
14. **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.
15. **Photographs:** It is the custom and practise of most independent schools and of this School, to include some photographs or images of pupils in the School's promotional material such as the prospectus and website. Occasions may also arise for photos to appear in the press. We would not disclose the name or home address of a child without the Parents' consent. Parents who do not want their child's photograph or image

to appear in any of the School's promotional material, must indicate this on the Photographic Permission Form sent out with the admissions pack.

16. **Uniform:** Correct school uniform must be worn at all times and all items marked with a * on the uniform list must be purchased from the school outfitters. Alternatives are not acceptable and you will be asked to replace any non-uniform items. The uniform list is on our website.
17. **Change of Instruction:** The School is entitled to assume that an instruction or request given by one parent is being given on the authority and with the agreement on behalf of all parties who have signed the Acceptance Form.
18. **Outings:** Parents' consent to the child being taken on school trips and outings that may be considered a necessary part of their education.
19. **Communication:** Regular communications and reports are sent out to Parents but the School has an 'Open Door' Policy and parents are welcome to speak to staff at any time or to make an appointment with either the teacher or other members of staff for longer discussions. In view of the small size of the School and the 'Open Door' Policy, formal Parents' Evenings are not currently held.
20. **Management:** It is our intention that the terms and conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.
21. **Events beyond the control of the Parties:**
 - (a) **Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an Act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of any disease, chemical or biological contamination, failure or utility service or transportation.
 - (b) **Notification:** If either party of the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing specifying the nature and extent of the circumstances and shall be excused from performing those obligations while the Force Majeure Event continues. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the Force Majeure, the School will have no liability in respect of its obligations as prevented by the continuation of the Force Majeure. The School shall use its best endeavours to provide educational services during the continuance of the Force Majeure.
 - (c) **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause (b) above shall notify the other of the steps to be taken to ensure performance of this Agreement.
 - (d) In the event of a Force Majeure which affects parents' ability to perform any of their obligations under this Agreement, parents shall give the School notice in writing of the Force Majeure. Parents shall not be liable for non-performance of such obligations during the continuance of the Force Majeure but in the event of the Force Majeure continuing for more than four months, parents shall discuss with the School a solution by which this agreement may be performed.
22. **Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. The School reserves the right to allow the Head Teacher to make changes to the curriculum and its delivery from time to time. This will be done to endeavour that the pupils and the School benefit from any necessary changes. Class sizes and streaming may vary from year to year and will depend mainly on the

mixture of abilities and aptitudes among the pupils. From time to time, the School reserves the right, at the discretion of the Head Teacher, to move a child into the next year group before the appropriate Autumn Term, if it is in the child's best interest to be given the opportunity to extend his/her learning. Any Parent who has specific requirements or concerns about any aspect of the child's education or progress should contact their child's form teacher or the Head Teacher as soon as possible. In the event of the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.

23. **Consumer Protection:** 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 words above or in combination, infringe the Unfair Terms and 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 the original meaning as may be fair.
24. **Consultation:** It is not practicable to consult with parents over every change that may take place. Whenever practicable, however, Parents will be consulted and given a term's notice of a change in organisational policy or a change of ownership or any other matter in the opinion of the School may have effect on their child's education or pastoral care.
25. **Interpretation:** These **Terms and Conditions** supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
26. **Jurisdiction and Governing Law:** This contract between you and the **School** was made at the School and is governed exclusively by **English Law**. You agree with us to submit to the exclusive jurisdiction of the **English courts**.

ROXETH MEAD SCHOOL

Entrance Acceptance Form

(v2 - April 2019)

Pupil's Full Name:

Date of Birth: Term of Entry:

I/We enclose cash or cheque for £500 to confirm acceptance for the place offered to my/our son/daughter.

I/We confirm that we have read and accept the enclosed Terms and Conditions.

I/We agree that we shall be jointly and severally liable for all the fees due.

(please delete as necessary)

Names of Parents / Guardians:

1 2

Relationship to pupil: 1. Relationship to pupil: 2

Signatures of Parents/Guardians. Both to sign:

1 2

Date: Date

Address: Address

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Notes

Fees are due in **full payment** on or before the first day of term.

Deposits will only be refunded in accordance with our Terms and Conditions.

It is a requirement that all forms, **including the medical form**, are fully completed prior to your child entering the school. Failure to complete these forms will delay your child from starting at the school.

All forms to be returned within one month of them being issued or we presume you no longer require a place.