

Carleton House Preparatory School

Terms and Conditions

Preamble

The Acceptance Form, the Schedule of Fees, the School Rules, the Complaints Procedure, the Disciplinary Procedure and these terms and conditions form the terms of a contract between you and Carleton House Preparatory School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

1 Definitions

In these terms and conditions the below words have the following meanings:

- 1.1 **"Acceptance Form"** means the form provided by the School for Parents to complete when accepting a place for their child at the School;
- 1.2 **"Child"** means a child admitted by the School to be educated;
- 1.3 **"The Complaints Procedure"** is the School's procedure for handling complaints from parents, as amended from time to time. A copy of the procedure is available from the School at any time upon written request;
- 1.4 **"Deposit"** means the sum set out in the Schedule of Fees;
- 1.5 **"Fees"** means the fees set out in the Schedule of Fees as amended from time to time;
- 1.6 **"Fees in lieu (of notice)"** means fees for the term of notice at the full rate that would have applied had the pupil attended for that term ignoring the value of any discount that would have applied;
- 1.7 **"Head"** means the person appointed by the Management Committee of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;
 - **"Prospectus"**: Although our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing, it does not form part of the contract between you and the school.
- 1.9 **"Schedule of Fees"** means the published note of the School's prevailing fees:
 - 1.10 **"School Rules"** means the rules of the School, a copy of the current version of which is provided to each child on entry and is sent to Parents with the letter offering a place at the school, as those rules 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. Parents will be given notice of such amendments;
 - 1.11 **"Term"** means the period between and including the first and last days of each School term as notified to Parents from time to time;
 - 1.12 **"A term's written notice"** means notice given not later than the first day of the term preceding the term to which the notice relates. Parental notice is only effective if received by the Head;
 - 1.13 **"Terms and conditions"**. These terms and conditions reflect the customs and practices of the School and are provided in good faith to assist the stability, resourcing and the development of the School and to protect Parents from increases in fees caused by the default of other Parents. Any release from these terms and conditions will only be binding if confirmed in writing by the Head. Parents' statutory rights are unaffected by these terms and conditions. The School reserves the right to amend the terms and condition from time to time.
 - 1.14 **"We"** or the **"School"** means Carleton House Preparatory School or its duly authorised representative, as the context requires;
 - 1.15 **"You"** or the **"Parents"** means each person who has signed the Acceptance Form as parent or guardian of a child or has paid any fees or who with the School's written consent has subsequently assumed parental responsibility for such child. The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance 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.

Use of the word "including" shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

2 The School

2.1 Ethos of the School: The School is a Catholic Preparatory School which sets high standards in teaching and pastoral care. Pupils are expected to participate in all School activities to the best of their ability and are expected to treat others with respect and tolerance. The School welcomes close co-operation between Parents and staff.

2.2 Aims of the School: The School aims:

- 2.2.1 to create and maintain a happy purposeful and caring Christian community life where each child can feel valued as a special individual;
- 2.2.2 to encourage the pursuit of excellence in learning, sporting and cultural activities in line with the School's motto of 'They can because they think they can';
- 2.2.3 to promote self-reliance, personal initiative, spiritual growth, responsibility and leadership among pupils;
- 2.2.4 to prepare pupils for the remainder of their education.

Further details of the School's aims can be found in the Prospectus.

2.3 Changes at the School: Acceptance of any offer is given on the basis that, where the School considers that a change in the operation of the School or the academic programme including curriculum is required the School reserves the right to make such reasonable changes as the School deems fit. The School will attempt to provide as much notice as possible and will also seek to consult with Parents where significant changes are proposed.

3 Responsibilities of the Head

3.1 The Head is appointed by the Management Committee. His/her primary responsibilities are:

- 3.1.1 the operation of the School and the curriculum;
- 3.1.2 the care and conduct of the pupils while they are within the control of the School or its staff. The Head is authorised to take any action to safeguard or promote pupils' welfare;
- 3.1.3 any sanction including exclusion for non-payment of fees or required removal of a pupil, suspension or exclusion under Clause 8.

3.2 The Head may delegate any of his responsibilities to an appropriate member or members of staff.

4 Obligations of the Parents

4.1 You warrant that the pupil will:

- 4.1.1 participate fully in School life;
- 4.1.2 be well-behaved and courteous to others;
- 4.1.3 attend each School session punctually;
- 4.1.4 work hard;
- 4.1.5 conform to such rules of appearance, dress and behaviour as shall be issued by the School
- 4.1.5 comply with the School Rules.

4.2 You also warrant you will:

- 4.2.1 encourage your child in his or her studies;
- 4.2.2 pay the Fees punctually;
- 4.2.3 keep the School informed of matters which affect your child;
- 4.2.4 maintain a courteous and constructive relationship with School staff and attend such meetings and otherwise keep in touch with the School where your child's interests so require;
- 4.2.5 support the aims of the School.

5 Admission to the School

5.1 Registration: The School operates an equal opportunities policy. The School will consider candidates for admission to the School when a completed Application Form has been returned to the School and the non-returnable registration fee paid. Admission will be subject to the availability of a place and the pupil satisfying the admission requirements.

5.2 Offer of a Place and Deposit: An offer of a place is accepted by the Parents only when the Parents pay the Acceptance Deposit as stated in the Schedule of Fees. The Acceptance Deposit will be retained by the school until the child completes their education at the school and will be returned without interest provided all outstanding fees have been paid. The acceptance deposit will not be refunded if the place is not taken up.

6 Fees

6.1 Items Covered: Fees cover:

- 6.1.1 the provision of the normal curriculum requirements including Public Examination fees but excluding fees for re-sits, re-marks or appeals
- 6.1.2 the loan of text books and stationery
- 6.1.3 public liability insurance cover (but not personal accident cover which can be purchased separately)
- 6.1.4 lunch fees which are compulsory
- 6.1.5 modern language tuition

6.2 Additional expenditure: Any additional expenditure incurred by the School or for the benefit of the pupil will be separately invoiced including any extra-curricular activities, after-hours fees, any damage done by a pupil (other than fair wear and tear) or non-return of School property and is payable as stipulated, including, before the School trip. Such additional expenditure will be a debt owing and due to the School.

6.3 Payment of fees: School fees are payable before the commencement of the School year but in order to assist with the smooth administration of the school all fees shall be paid and collected in monthly instalments via direct debit mandate as set out in the Schedule of Fees as amended from time to time. A pupil may be excluded from the School by the Head in his/her discretion at any time if fees or any additional sums are outstanding and, if such sum remains outstanding 28 days after exclusion, the pupil will be deemed withdrawn without notice by the Parents. A term's fee in lieu of notice will then be payable in addition to the current term's fees. Fees will not be refunded or waived for absence through sickness or in the event of removal, suspension or exclusion under Clause 8.1 or 8.2, or because of a change in the duration of the term or vacation, or for any other cause except at the sole discretion of the Head.

6.4 Responsibility for Payment: Each person who has signed the Acceptance Form or has parental responsibility for the pupil or has paid any fees is jointly and severally responsible for payment of the fees due and any additional expenditure. The School may withhold any information or property while fees are unpaid.

6.5 Review of Fees: The Management Committee will review fees on an annual basis and Parents will be told of any changes prior to the commencement of the School Year which is deemed to start on 1 September. A further review of School fees may take place in exceptional circumstances. In this event the School will attempt to provide as much notice as possible and will also seek to consult with Parents.

6.6 Payment of Fees by a Third Party: An agreement with a third party to pay the fees or any other sum due to the School does not release any person under Clause 6.4 from any liability to pay fees unless an express release has been given in writing signed by the Head.

6.7 Late or Non-Payment: Unless a waiver has been given in writing in advance by the Head, in order to cover administration costs the School will charge a standard fee of £30 or such sum as the Management Committee deems fit for each month in which any instalment payment has not been collected. This sum will be added to the debt due and owing by the Parents. In addition the School will charge any debt collection and legal costs incurred in dealing with such outstanding sums. The School may commence legal proceedings to recover outstanding sums and costs. Cheques delivered in respect of late instalment payments will be presented immediately and will not be considered as payment until cleared. Any monies tendered that are less than the sum due may be accepted by the School on account of the full liability which will remain due and outstanding.

6.8 Bounced Payments: The School will charge the sum of £30 or such sum as the Management Committee deems fit in respect of each and any direct debit mandate which bounces. This sum is in addition to the sum of £30 mentioned in Clause 6.7 and will be added to the debt due and owing by the Parents.

7 School Rules

7.1 Adherence: It is a condition of remaining at the school that your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.

7.2 Drugs: To ensure compliance with the School Rules on illegal drugs the Head may, at any time when grounds for suspicion exist, require your child to submit to testing for illegal drugs in accordance with suitably approved procedures.

7.3 Computer Use: The School reserves the right to monitor your child's e-mail communication and internet use for the purpose of ensuring compliance with the School Rules.

8 Removal, Suspension and Exclusion of a Pupil and Review

8.1 Removal at the Request of the School: The Head may, in his/her discretion after consultation with a Parent, require Parents to remove the pupil from the School if the Head reasonably considers that the pupil's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory or a Parent has treated the School or its staff unreasonably including non-payment of School Fees or additional expenditure or has brought the School into disrepute, and in the reasonable opinion of the Head the removal is in the School's best interests or those of the pupil or other pupils.

8.2 Suspension and Exclusion: The Head can suspend or exclude a Pupil at any time if he/she reasonably considers that the pupil's attendance, progress or behaviour (including behaviour outside school) is a serious breach of the School Rules or damages the School's reputation. The Head can also suspend a pupil pending or during any investigation into a breach of discipline. Such action will only be taken in serious circumstances.

8.3 Fees on Exclusion, Removal or Suspension: Should the Head exercise his right under Clause 8.1 or 8.2 above Parents will not be entitled to any refund or remission of fees or supplemental charges paid or due and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable. Any outstanding sums (including any fees) will be payable in full to the School within 28 days of the date the pupil leaves the School.

8.4 School Rules: The School Rules set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive, and in particular the Head may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.

8.5 Review: The review of serious disciplinary matters is governed by the Complaints Procedure.

8.6 Access: A pupil who has been withdrawn, excluded, removed or suspended from the School is forbidden from entering the School premises without the written permission of the Head.

8.7 Disclosure of Confidential Information: Subject to the Data Protection Act 1998 and regulations thereunder as amended from time to time, the Head, the School and its staff are not obliged to respond to any requests by Parents or others for any confidential/personal information including the identities of other pupils or anybody who has provided information resulting in a required removal, suspension or exclusion.

9 Events Requiring Notice in Writing

9.1 Cancelling Acceptance: Parents are required to pay a term's fees (less Acceptance Deposit held) if they cancel their acceptance of a place prior to the first day of the term immediately preceding the term in which your child was due to start. If such notice is received by the School by that time the deposit will be forfeited in accordance with Clause 5.2 above but no further fees will be payable. If such notice is received on or after that date, a term's fees shall be payable and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School may, in its discretion, consider cases of serious illness or genuine hardship.

9.2 Withdrawal from the School: A Term's Written Notice must be given before a pupil withdraws from the School or the next term's fees will be immediately payable whether or not the place can be filled. This is intended to ensure that the school has sufficient notice with which to plan fee levels, other resources and the curriculum.

9.3 Notice by the School: The School may terminate this agreement on one Term's Written Notice. This agreement is otherwise terminated immediately under Clauses 8.1 (permanent removal) and 8.2 (exclusion) save for any outstanding sums (including any fees) which shall remain due and payable.

10 Health and Safety

10.1 Medical Information: It is a condition of the pupil joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections, or if the pupil will be unable to take part in sporting activities for any significant period. The Head can at any time require a medical opinion or certificate about the pupil's general health. If the School so requires due to a health risk either presented by your child to others or 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 been averted. In such circumstances we shall endeavour 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).

10.2 Emergency Treatment: The Head may consent on behalf of the Parents to the pupil receiving emergency medical treatment including blood transfusions where certified by a person who is appropriately qualified, necessary for the pupil's welfare and if Parents cannot be contacted in time.

10.3 Further Information: You undertake to inform the School of any situations where special arrangements or precautions may be needed in relation to your child such as any court orders, situations of risk or any special medicines to take in the event of illness. Any medication brought into School must be left with the School Secretary.

10.4 Absence from School: 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.

10.5 Absence of Person with Parental Responsibility: When the person with parental responsibility for the pupil cannot be contacted 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 who is responsible for the pupil. In addition the Head must be notified in writing immediately if a pupil is residing with a person who does not have parental responsibility.

11 General Conditions

11.1 Reasonable Restraint: 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 other normal sports and activities which may entail some risk of physical injury.

11.2 School Reports: We shall monitor your child's progress at the School and produce regularly written reports. Where Parents no longer live together, the report and other information will be sent to the person with whom the pupil normally resides. Duplicate reports will be sent on request.

11.3 Specific Learning Difficulties: The School's staff is not qualified to identify dyslexia or other specific learning difficulties. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice (although all outstanding sums including fees will be payable in full) if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.

11.4 Religion: Religious observance at the School shall be conducted in accordance with the School Rules.

11.5 Off School Premises: Pupils will adhere to the School Rules whilst in uniform when representing the School, travelling to or from School or on School occasions. Pupils are expected to behave in a manner which does not damage the School's reputation when off School premises.

11.6 Liability: 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. The School is not liable for any injury or damage to or loss of property unless negligent. Pupils are responsible for their own personal property which should be labelled with their name.

11.7 Insurance: The School provides public liability insurance cover. You must make your own insurance arrangements if you require cover for your child's person or property while on or off School premises.

11.8 Concerns and Complaints: If you have cause for concern about any matter of your child's safety, care, discipline or progress you must inform your child's form teacher without delay although all Parents have the right to raise matters directly with the Head if they wish. Complaints should be made in accordance with the School's Complaints Procedure.

11.9 Access to School Premises: No person shall have access to the School premises except where prior arrangements have been made with the School Secretary to whom all visitors must report. Any Parent wishing to attend the School in order to discuss matters about the School or pupil with any member of staff (including the Head) must make a prior appointment through the School Secretary. A Parent may be excluded from School premises if the Head considers such exclusion to be in the best interests of the pupil or the School. This rule is designed to promote the smooth running of the School and safety of pupils.

11.10 Confidentiality: The School will protect the confidentiality of information about the pupil and Parents as far as possible. By entering into these terms and conditions the Parents, as agent of the pupil or on their own behalf, consent to the processing of personal data including sensitive data (including obtaining, filing and disclosing information from/to any other past or future school which the pupil has or may attend) about any matter concerning the pupil or Parents about payment of fees and for all such purposes as the School considers appropriate.

11.11 Force Majeure: Neither you nor the school shall be in breach of these Terms and Conditions nor liable for delay in performing or failure to perform, any of the obligations under these Terms and Conditions (save for an obligation to pay money) if such delay or failure results from events beyond the school's reasonable control including but not limited to; acts of God, flood or other natural disaster, epidemic, civil commotion, riots, chemical or biological contamination, any action taken by a government or public authority, fire, accidental damage, severe adverse weather conditions, interruption or failure of utility service, any labour dispute, strikes or industrial action. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations.

11.12 References: You consent to our supplying information and a confidential reference in respect of your child to any educational institution which you propose your child may attend. We will take care to ensure that all information is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair, but otherwise without liability.

11.13 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 Acceptance 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.

11.14 Interpretation: Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

11.15 Jurisdiction and Governing Law: The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts