



Carleton House Preparatory School

Carleton House Preparatory School Limited Terms and Conditions

1. Carleton House Preparatory School ("the School") is a company limited by guarantee (company no. 1260765) and registered charity (505310). The School undertakes to provide education to pupils admitted on our admissions register in line with the Education (Independent School Standards) Regulations 2014 ("ISS") and its charitable objects. In these Terms and Conditions references to "we", "our" or "us" must be read as references the School.

1.1 Parents or guardians who apply for a placement at the School must accept these Terms and Conditions. References to "You" or "Parent or guardian" 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 responsibility for paying the placement fees for a child.

1.2 Supplemental to these Terms and Conditions, we may issue you documents which set out the rules and procedures that govern a placement at the School. These documents include, but are not limited, to:

- Admissions Policy;
- Acceptance Form;
- Schedule of Fees;
- Complaints Policy;
- Behaviour Policy;
- Debt Management Policy.

These policies may from time to time be updated by us. You will be notified of any changes. It is your responsibility to keep apprised of the current policies.

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, guardians 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 their future education.

2.3 **Changes at the School:**

School reserves the right to make such reasonable changes as the School deems fit, where it considers that a change in the operation of the academic programme is required. The School will provide notice and will also seek to consult with you where significant changes are proposed and where it is practical to do so.

3 Responsibilities of the Head Teacher

3.1 The Head Teacher is appointed by the Governing Body. His/her primary responsibilities are:

- 3.1.1 To promote and safeguard all pupils' well being.
- 3.1.2 To provide professional vision and leadership for the School which aim to secure the success and improvement of the school.
- 3.1.3 To ensure high quality education for all pupils and improved standards of learning and achievement.
- 3.1.4 To ensure School policies are fully reflective of practice.
- 3.1.5 To determine when pupil exclusions are issued, whether for a fixed period or permanently.

4 Obligations of the Parents

4.1 Parents and guardians will ensure that they are an exemplary ambassador for the School at all times, ensuring their behaviour is reflective of the positive ethos of our School community and does not bring it into disrepute. The School adopts zero tolerance of verbal or physical abuse directed towards members of staff, volunteers and the Governing Body. For the avoidance of doubt, this includes making, or causing others to make, derogatory or defamatory statements whether orally or in writing and publishing them to any other person or on social media platforms.

4.2 Parents should also reference section 8.1 and 11.9.1 in this document.

4.3 Parents must support the School to ensure that their child will:

- 4.3.1 Follow our Behaviour Policy and any measures put in place to keep the School community safe;
- 4.3.2 Maintain excellent attendance and punctuality; and
- 4.3.3 Wear full school uniform.

4.4 Parents are also obliged to:

- 4.4.1 Support and encourage their child in his or her studies;
- 4.4.2 Pay School fees punctually;
- 4.4.3 Keep the School confidentially informed of matters which affect your child;
- 4.4.4 Enter into a positive partnership with School for the mutual benefit of all;
- 4.4.5 To support the School by attending open days and School events
- 4.4.6 To avoid removing their child for holidays outside the normal school prescribed holidays. Formal holiday requests should be made in writing to the Head Teacher and remain in his/her absolute discretion having due regard to 4.3.2; and

4.4 Follow all measures put in place by the Governing Body and/or Headteacher in order to keep the School community safe.

5 Application for a School place

5.1 Registration: The School will consider pupils for admission to the School when a completed application form ('Application Form') has been returned to the School and the non-refundable registration fee paid.

5.2 You are responsible for providing accurate and honest information on the Application Form. In the event that it is found that any information contained in the Application Form is dishonest the School will be entitled to immediately terminate the placement and the contract with you without notice. For the avoidance of doubt, in the event that the contract is terminated with you in accordance with this clause 5.2 you will not be entitled to the return of the Deposit and it shall be retained by the School.

6 Admission to the school:

6.1 The process for admission to the school is outlined in our Admissions Policy which is available on our website and from the School office upon request.

6.2 Offer of a Place and Deposit: An offer of a place is accepted by you only when the deposit as stated in the Schedule of Fees is paid to the School in cleared funds. The acceptance deposit will be retained by the School until the child completes their education at the School and will be returned upon request without interest provided all outstanding fees have been paid. The acceptance deposit will not be refunded if the place is not taken up.

7 Fees

7.1 School Fees include:

- 7.1.1 The provision of curriculum requirements
- 7.1.2 Text books and stationery
- 7.1.3 Visits and visitors (excluding residential trips)
- 7.1.4 Insurances

7.2 School Meal Fees are additional to the School Fees and are compulsory.

7.3 Additional expenditure:

Any additional expenditure incurred by the School for the benefit of an individual pupil will be separately invoiced including any extra-curricular activities, after-hours fees and any additional support for medical conditions for special educational needs which do not amount to a reasonable adjustment for a disability under the Equality Act 2010.

7.4 Payment of fees: School fees are payable in advance.

Payment options include:

- Payment in full.
- 3 termly payments on dates determined by the School.
- 10 Monthly direct debit payments on dates determined by the School.

7.5 The school does not accept cash or credit card payments.

7.6 The school does not provide the government's early years free childcare hours scheme in the Reception class.

7.7 A 10% sibling discount is applied to each subsequent sibling.

7.8 Notice Period

If you wish to withdraw your child from their placement at the School, the School requires 1 full term's notice in writing. If this is not received you will be required to pay 1 full term's fee in lieu of the notice period.

7.9 Fees will not be refunded or waived for absence through sickness or because of a change in the duration of the term or for any other reason except at the discretion of the Head Teacher.

7.10 Notice may only be validly served by in accordance with clause 11.13.

7.11 Responsibility for Payment: Each person who has signed the Acceptance Form and/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.

7.12 Review of Fees: The Governing Body will review fees on an annual basis and you will be informed of changes prior to the commencement of the School Year which is deemed to start on 1 September each and every year. 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 you where practical to do so.

7.13 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 7.11 from any liability to pay fees.

7.14 Late or Non-Payment: All debts owed to the school will be recovered following our Debt Management Policy. A copy of which is available from the School office.

A late penalty fee as specified in the Debt Management Policy will be applied to outstanding fees in order to cover administration costs. This fee will be added to the debt due and owed by you to us. Any additional fees incurred by the School for late payment will be added to the debt and will be in addition to the late penalty fee.

The School may commence legal proceedings to recover outstanding school fees, late penalty fees and any legal costs incurred.

7.15 In the event of two consecutive late payments of instalments of school fees the school reserves the right to require payment in advance of one terms fees from parents. Failure to pay such fees within 14 days of such request being made in writing may result in the contract with you being terminated immediately and without notice.

The School will retain any deposit paid against unpaid fees and incurred costs.

7.16 Exclusion for non payment of school fees: A pupil will be excluded from the School for non-payment of fees following the debt management policy.

8 Exclusion and Fixed Period of Exclusion

8.1 Exclusion and/ or Fixed Period of Exclusion:

The Head Teacher can exclude a pupil for a fixed period of time or permanently if he/she reasonably considers that the pupil's attendance, progress or behaviour (including behaviour outside school) is a serious breach or persistent breaches of the behaviour policy or damages or may damage the School's reputation. The head teacher can also exclude a pupil for a fixed period pending or during any investigation into alleged breaches of our behaviour policy. Such action will only be taken in such circumstances as determined in the reasonable opinion of the head teacher to be necessary for an investigation to take place and in the School's best interests or those of the pupil or other pupils.

The head teacher may also exclude a pupil permanently or apply sanctions to the parent/guardian if the behaviour of that parent is unreasonable, abusive to any member of our School community, or has brought or may bring our School into disrepute. In the event that the Headteacher has taken the decision to exclude a pupil arising out of the conduct of parent/guardian, this decision will be ratified by the Governing Body.

8.2 Fees on Fixed Period of Exclusion: Should the Head Teacher exercise his/her right under Clause 8.1 to exclude a pupil for a fixed period of time, fees will remain for the duration of the exclusion.

8.3 Fees on Permanent Exclusion: Should the Head Teacher exercise his/her right under Clause 8.1 to permanently exclude a pupil, fees will

be payable up to and including the last day of attendance of that pupil. Once accounts have been settled in full, any outstanding monies held by the school including deposits will be refunded.

8.3.1 If pupil exclusion is exercised on the basis of non-payment of School fees, all debts inclusive of terms fees in lieu of notice remain and will be perused.

8.4 Access: A pupil who has been excluded will only be admitted back on to school premises by prior permission of the Head Teacher.

9 Notice by the School

9.1 The School may terminate the contract with you on one term's written notice for any reason. For the avoidance of doubt, this is in addition to the right to immediately terminate this agreement without notice as specified within the contact with you.

10 Health and Safety

10.1 Medical Information: The School must hold a completed medical form for each pupil detailing any pre-existing medical conditions, allergies or disabilities. It is your responsibility to ensure this information is updated, accurate and the School is appraised of any subsequent developments.

10.1.2 The School should be informed of any illnesses or medications required. Any perceived impact of an illness on a child's ability to partake in the full curriculum should be discussed with the School to enable it to accommodate the medical condition of the pupil as far as reasonably possible.

10.1.3 The School has a duty of care to all staff and pupils. We endorse the guidelines as published by Public Health England, "Guidance on Infection control in Schools and other Childcare settings" which include guidance on periods of absence. The School will endorse these recommendations and will require you to keep your child at home and not permit her or him to return to the School until such time as the health risk has been averted.

10.2 Emergency Treatment: The Head Teacher may consent on behalf of the parents or guardians 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 so it may be securely stored.

10.4 Absence from School: It is your responsibility to notify the School as soon as possible with the reason for a child's absence.

10.5 Safeguarding:

10.5.1 School has a responsibility to safeguard all pupils and as such will follow procedures as outlined in our Safeguarding Policy which is available on our school website and statutory guidance issued by the Secretary of State for Education as amended.

10.5.2 School requires the details of three emergency contacts. Such contacts should be available to collect the child from School if required to do so and/ or discuss emergency medical needs. It is the responsibility of the parents to keep these numbers updated.

10.5.3 The Head Teacher must be notified in writing immediately if a pupil is residing with a person who does not have parental responsibility.

10.5.4 The School must be notified in writing of any change in residential address for pupils.

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

11 General Conditions

11.1 Sporting Activities: 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 two annual written reports. The School office should be informed if an additional report is required for a parent living at a different address.

11.3 Special Educational Needs:

Carleton House is a non-selective Preparatory School. We will endeavour to work with you and pupils to identify and support all additional needs, gifts and talents.

We have a strong desire to support and nurture all children, and in addition are required to follow the requirements of the Equality Act 2010. The School will make all reasonable adjustments to ensure that pupils with disabilities are not placed at a substantial disadvantage. If an internal assessment shows that School is unable to make reasonable adjustments to meet a pupil's needs 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).

11.4 Religion: The School is a Catholic Preparatory School welcoming children of all faiths and denominations.

11.5 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.

11.6 Insurance: The School provides serious personal accident insurance cover for pupils. A copy is available for you to view on request from the School office. The school does not provide insurance for pupil's personal belongings.

11.7 Concerns: Concerns should be directed in the first instance to your child's class teacher. An appointment can be made to discuss the matter further with the Head Teacher if required.

11.8 Complaints:

Complaints should be made in accordance with the School's Complaints Policy which is available on the school website.

11.9 Access to School Premises:

11.9.1 No person shall have access to the School premises except where prior arrangements have been made with the School office to whom all visitors must report. Any Parent or guardian 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 office.

11.9.2 A Parent may be excluded from School premises if the Head Teacher considers such exclusion to be in the best interests of the pupil or the School.

11.10 GDPR: The school will have due regard to its responsibilities as a Controller under the United Kingdom General Data Protection Regulation (UK GDPR) and Data Protection Act 2018. All privacy notices are available for inspection on the School website.

- d) 11.5 - liability
- e) 11.14 – interpretation
- f) 11.15 – jurisdiction and governing law

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:

- 11.13.1 All notices required to be given under these terms and conditions must be given in writing. The School accepts electronic mail (email) as a written form of communication.
- 11.13.2 You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices to you) will be sent by the School to the address shown in its records.
- 11.13.3 Notices that you are required to give under these terms and conditions must be addressed to the Head Teacher 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. If sent by e-mail the notice shall only be valid if it has been sent to [insert e-mail address]
- 11.13.4 The School will be entitled (unless notified otherwise in writing by you) 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.

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.

11.16 Your statutory rights remain unaffected by these Terms and Conditions.

11.17 The School reserves the right to amend the Terms and Conditions from time to time.

12. Effect of termination

12.1 If this agreement is terminated in accordance with the relevant clauses under these Terms and Conditions it shall not effect any right or remedy available to the School in order to recover fees due and payable.

12.2 For the avoidance of doubt, the following clauses shall remain in force after termination insofar as they are required to enable the School to exercise its rights or seek a remedy against you:

- a) 4 - obligations of parents
- b) 7.11 – responsibility of payment
- c) 7.13 – payment of fees by a third party

13 Definitions

Schedule of Fees; Means the published note of School fees

Registration Fee; is the non refundable fee paid when registering a child for consideration of a place at the School.

Deposit; is the fee paid in advance to secure an offered place as set out in the Schedule of Fees.

Fee in lieu (of notice); is the fee payable when a full terms notice has not been given prior to leaving the school.

A term’s written notice; is the notice given in writing to the Head Teacher, of at least one full term prior to the proposed leaving date in accordance with the relevant provisions concerning notice to be given by you under these terms and conditions.

“Terms and conditions”. These terms and conditions reflect the customs and practices of the School and form the basis of the contract between you and us for the pupil placement offered. 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 conditions from time to time.