



## Terms and Conditions

Thank you for choosing Brabyns Preparatory School. We value your custom and look forward to working in partnership with you so that your child is happy and derives the maximum benefit from the School.

**Please read these terms and conditions carefully, complete the form on the last page accordingly and return it to the School office before your child starts School.**

### 1. Definitions

(a) In these terms and conditions:

- “Registration Form” means the form provided by the School for parents to complete when registering a place for their child(ren) at the School;
- “child” means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;
- “the Complaints Procedure” is the School’s procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time, a current copy of which is available on request from the School;
- “registration fee” means that sum set out in the Schedule of Fees to cover the cost of admission;
- “deposit” means the sum set out in the Schedule of Fees to secure a place for your child at the School;
- “fees” means the fees set out in the Schedule of Fees as amended from time to time usually on an annual basis or otherwise;
- “Headteacher” means the person responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;
- “term” means a term of the School as notified to parents;
- “a term’s notice” means notice given not later than the last working day of the term preceding the term to which the notice relates;
- “terms and conditions” means these terms and conditions as amended from time to time; • “we” or the “School” means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires;
- “you” or the “parents” means each person who has signed the Registration Form as parent or guardian of a child or who with the School’s written consent has subsequently assumed parental responsibility for such child;
- “School rules” a copy of the current School rules (our Home School Policy), is sent to parents in our welcome pack. The rules may be amended from time to time for legal, safety or other substantive reasons in order to assist the proper administration of the School. Parents will be given notice of such amendments.

(b) The “School” means Brabyns Preparatory School, registered company number 2004770, a member of the Bellevue Education Group.

(c) The Registration Form, the Schedule of Fees, the School Rules (which forms part of our Home/School Policy), the Disciplinary Procedure, and these terms and conditions constitute the terms of a contract between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by another third party.

### 2. Acceptance and Deposit

(a) Application of the registration process - The registration fee is non-returnable and covers the cost of processing the admission.

(b) Acceptance of a Place - An offer of a place for your child at the School or on the Waiting List is accepted by your completion and return to the School of the Registration Form and payment of the deposit.

(c) Application of the Deposit - The deposit is not refundable if your child does not take up a place at the

School. The deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees at the end of the last term, or other sums due to the School, on your child leaving at Year 6.

(d) Enrolment - Failure to attend the School after securement of a place at the School will result in the payment of a term's fees if a term's notice has not been given in writing.

### **3. School Fees**

(a) All the costs incurred in the usual course of the tuition by the School of a child shall be met by the fees unless otherwise notified by the School and will be subject to VAT

(i) All costs incurred in the provision of care for children of below compulsory school age are exempt from VAT

(ii) Necessary educational material for the direct use and consumption of pupils are identified and charged as a separate item exempt from VAT

(iii) Lunch is a separate supply and exempt from VAT; in the event a pupil brings an externally sourced lunch to school an administration fee of £200 per term will be charged, this will be subject to VAT and the relevant school policies. Where the school policies are not followed the school reserves the right to charge a daily fee of £8 for the ad hoc provision of an appropriate meal.

(iv) Where before or after school care and supervision, and holiday care is charged as a separate item it is exempt from VAT, the elements of care and supervision incorporated into the standard school day are subject to VAT

(v) Any private music lessons charged for by a peripatetic teacher, use of the School bus service or trips and visits in which you agree your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly, and are exempt from VAT.

(vi) All public examination charges will be charged separately and are exempt from VAT

(vii) Any clubs run by an external provider will be charged separately and will be subject to VAT

(viii) The cost of provision for special educational needs of your child shall be charged as supplemental to the fees, where these are provided by a third party through an agency agreement or paid directly to the provider this will be exempt from VAT. Where the charge is related to a service provided directly by the school this will be subject to VAT.

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

(If your child has been awarded a scholarship/bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn with immediate effect if, in the opinion of the Headteacher, your child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.)

(c) Each invoice for fees must be paid either in full on or before the end of the first day of term. Supplemental charges will be billed at convenient intervals.

(d) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees or supplemental charges remain unpaid and overdue. Defaulted or late payment will result in additional administration/collection fees and interest as outlined in the School's current Schedule of Fees at the relevant time. You consent to us informing any other school or educational establishment to which you

propose to send you child of any outstanding fees. The signatory(s) to these terms and conditions shall be liable to pay all debt collection and legal costs, fees, disbursements and charges reasonably incurred by the school (including irrecoverable VAT) in relation to recovery of any unpaid debts owed by the signatory(s) to the school, regardless of the value of the claim.

(e) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees but are not obliged to do so.

(f) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home.

#### **4. Notice Requirements**

(a) If you wish to:

(i) withdraw your child from the School (other than at the normal leaving date); or (ii) withdraw your child from an activity charged for as an optional extra;

you must give a term's notice to that effect to be received on, or prior to the last working day of the penultimate term you wish your child to leave or pay to the School a term's fees for the term when, or the activity in which, your child has ceased to participate in lieu of notice, at such rate as would have been charged. (For avoidance of doubt this includes peripatetic lessons). In cases where the required notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if notice had been given.

Where two parents have signed the Registration Form, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained prior written consent of both the School and the remaining parent.

(b) You acknowledge that it is not possible for you to reduce the amount of fees or charges due or to obtain a refund of fees or charges by withdrawing your child from the school or by your child's ceasing to participate in an activity part-way through a term.

#### **5. School Rules**

(a) It is a condition of remaining at the School that your child complies with the School rules (our Home School Policy), and customs 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.

(b) The Headteacher may require your child to submit to testing for drugs in accordance with suitably approved procedures.

(c) The School reserves the right to monitor your child's email communication and internet use for security purposes.

#### **6. Disciplinary Procedures**

(a) The Headteacher may exclude for a fixed period of time or permanently exclude your child from the School if he/she considers that your child's attendance, progress or behaviour (including behaviour outside School) is seriously unsatisfactory and in the reasonable opinion of the Headteacher the removal is in the School's best interests or those of your child or other children.

(b) The Headteacher may at his or her discretion require you to remove or may exclude for a fixed period of time or permanently exclude your child if your behaviour is in the opinion of the Headteacher unreasonable

and affects, or is likely to affect, adversely the child's or other children's

progress at the School or the well-being of School staff or to bring the School into disrepute.

(c) Should the Headteacher exercise his or her right under sub-clause 6(a) or 6(b) above, you 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,

(d) The School Rules (which forms part of our Home/School Policy), set out examples of offences likely to be punishable by a fixed period of time or temporary or permanent exclusion. These examples are not exhaustive, and in particular the Headteacher may decide that removal or expulsion 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.

(e) The review of serious disciplinary matters is governed by the Complaints Procedure.

## **7. The School's Obligations**

(a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School.

(b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during School hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.

(c) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.

(d) In accordance with the law, we will not subject your child to corporal punishment. We will not subject you child to physical contact, except where such contact may be deemed appropriate or in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). 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.

(e) If your child requires urgent medical attention while under the Schools' care, we will, if practicable, attempt to obtain your prior consent. However, should we be unable to contact you, we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.

(f) Our Prospectus, website and documentation describe 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. We reserve the right to make changes to any aspects of the School, including the curriculum. We will endeavour give parents a term's notice of significant changes in the curriculum and where

practicable will consult with parents on such changes.

(g) We shall monitor your child's progress at the School and produce regular written reports. 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 if in the opinion of the Headteacher the School cannot provide adequately for your child's special educational needs.

(h) Religious observation at the School shall be conducted in accordance with the Education Reform Act and the School's ethos.

## **8. The Parent's Obligations**

(a) It is a condition of your child 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. If the School so requires due to a health risk either presented by your child, by others or by reason of a virus, pandemic, epidemic or 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.

(b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.

(c) The School will be entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Registration Form as having been given on behalf of all persons signing the Form.

(d) The School must be informed 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. Parents are expected to arrange holidays outside of School term times.

(e) We cannot accept any responsibility for the welfare of your child while off the School premises, or out of normal school hours, unless he is taking part in a School activity or is otherwise under the supervision of a member of the School staff.

(f) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.

## **9. Insurance**

You must make your own insurance arrangements if you require cover for your child's person or property while at School. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

## **10. Confidentiality and References**

(a) You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take reasonable care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability,

aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from a reference or report given by us.

(b) Unless notified in writing to the contrary, you consent to your contact details being forwarded to the uniform suppliers and to other external companies where the school considers this necessary. e.g. for the provision of and access to computer based learning programmes.

(c) You consent to your contact details being published in any 'Parents Directory', unless the school has been specifically requested not to do so on the Registration Form, or otherwise in writing.

## **11. Intellectual Property Rights**

We have the intellectual property rights to any outcomes produced by your child as part of the school's provision.

## **12. Termination, Changes in Ownership etc.**

The school shall be entitled to terminate this agreement forthwith by notice in writing without prejudice to its

other remedies and without any obligation to return any fees or administration fee to you if you are in material breach of any of your obligations and have not remedied the same within 14 days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions).

Either party may terminate this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is wound up for any reason.

For the purposes of reconstruction or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

For the avoidance of doubt, this agreement automatically terminates at the end of your child's schooling.

In the event of a "force majeure" (any cause beyond a party's control including for the avoidance of any doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination) which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice specifying the nature and extent of the circumstances. 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 the performance of such of its obligations as are prevented by the force majeure while it continues.

The School shall use its best endeavours during the continuance of the force majeure to provide educational services.

In the event of a force majeure which affects your ability to perform any of your obligations under this agreement, you shall give the School notice, in writing of the force majeure. You 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, you shall discuss with the School a solution by which this agreement may be performed.

### **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 Registration Form.

Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Headteacher 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.

### **14. Interpretation**

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

### **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.

### **16. Variations**

We reserve the right to make reasonable modifications to these terms and conditions from time to time. The School will endeavour to give you a term's notice of any such modifications.

## Brabyns Preparatory School - Terms & Conditions

**Please complete this form and return it to the School Office before the first day of attendance.**

I / We understand the Terms of Notice which are as follows:

Each invoice for fees must be paid in full before the end of the first day of term, or by monthly direct debit, in accordance with the direct debit scheme. Failure to pay on time will result in additional charges as outlined in the school's fee structure.

You must give a term's written notice to be received on or prior to the last working day of the penultimate term or pay to the School a term's fees for the term when, or the activity in which, your child has ceased to participate in lieu of notice, at such rate as would have been charged. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if notice had been given.

The removal of a pupil from the School may be required if fees have not been paid in full by the required date.

I / we further understand that it is my/our responsibility to ensure that the School has received this notice and to ensure that a written acknowledgement is received from the School.

I / we accept responsibility for fees (including fees in lieu of notice as stated above) and all extras ordered and provided.

I / we acknowledge and agree that the terms and conditions attached as varied from time to time form part of the contract between me / us and the School.

I / we agree that I / we and our / my child shall observe and be bound by the School's Policies and Procedures as varied from time to time.

**We acknowledge and confirm that the company reserves the following rights namely:**

1. Unpaid fees: In the event of the fees remaining due after four weeks from the due date 15% of the outstanding amount will be added to the fees. The school reserves the right to refuse the Pupil admission the school until such fees are paid. The exercise of this power will not affect my/our liability for the payment of the outstanding amount, nor will I/we be deemed to have withdrawn the Pupil.

2. Misconduct: The Company may at its absolute discretion require the removal of a pupil without a term's notice if he or she has been found guilty of serious misconduct. In this event no claim shall arise for the remission or return of any portion of the fees payable for that term.

3. Standards: The company may terminate the Pupil's attendance in the event of his/her failure to maintain the general or academic standard required by the Headteacher. In this case at least one term's notice will be given by the Company.

The signatures of parents or guardians constitutes acceptance of the terms and conditions stated and that I/we on my/our part will conform to the aforementioned Rules and Regulations in so far as the same affect parents / guardians and are notified to us.

Name of Child: \_\_\_\_\_

Signed (Parent/Guardian 1) \_\_\_\_\_

Signed (Parent/Guardian 2) \_\_\_\_\_ Date: \_\_\_\_\_

