



Terms and Conditions

1. Definitions

(a) In these terms and conditions

"Acceptance Form" means the form provided by the school for parents to complete when accepting a place for their child at the school;

"child" means a child of whatever age admitted by the school to be educated and includes any pupil aged six months to 11+ years;

"the Disciplinary 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,

"the Complaints Procedure" sets out the procedure for any parent grievance;

"registration fee" means the non-refundable sum set out in the Form of Acceptance;

"deposit" means the sum set out in the Form of Acceptance;

"fees" means the fees set out in the Schedule of Fees as amended from time to time;

"Head" means the person appointed by the Governors 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;

"term" means the period between and including the first and last day of each school term as notified to parents from time to time;

"a term's notice" means written notice given not later than the last day of the term preceding the term to which the notice relates;

"normal leaving date" means the date a child finishes after completing Year 6;

"half a term's notice" means written notice given not later than the first day of term expiring at half-term, or notice given before half-term expiring at the end of term;

"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 Acceptance Form as parent or guardian of a child or who with the school's written consent has subsequently assumed parental responsibility for such child;

"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.

(b) The Acceptance Form, the Schedule of Fees, the School Rules, the Disciplinary Procedure and these Terms and Conditions constitute the terms of a contract between you and Highfield Priory School Limited. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Registration Fee

(a) Pupils will be considered as candidates for admission and entry to the school when the Application Form has been completed and returned to us. Admission and entry will be subject to the availability of a place and the pupil satisfying the admission requirements at the time.

(b) An offer of a place for your child at the school is at the discretion of the Head and is accepted by you completing the Acceptance Form and payment of the registration fee and deposit. A place

is only secured when the school receives the acceptance document, signed by both Parents (or Guardian), together with registration fee and deposit.

(c) A pupil who is moving from the nursery to the infant department or from the infant to the junior department will be required to show appropriate ability in the entrance assessment procedures as set by the Head from time to time.

3. School Fees

(a) All the costs incurred in the usual course of the education by the school of your child, including the provision of any necessary educational materials, shall be met by the fees unless otherwise notified by the school.

(b) Any extra-curricular activities such as private music lessons, extended care, clubs, in which you agree your child may participate shall be charged separately and is not included in the fees. ("Supplemental Charges")

(c) Loss or damage done by a pupil, other than fair wear and tear, may be separately invoiced and must be paid as extra.

(d) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance 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 any part of them. The school reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.

(e) All School Fee invoices must be paid in full on or before the first day of term by direct debit. Supplemental Charges will be due within 7 days from the invoice and must be paid by direct debit. Nursery invoices are payable in advance on a monthly basis on the first day of the month and must be paid by direct debit.

(f) We reserve the right to refuse to allow your child to attend the school or to withhold any references, information or property while fees or Supplemental Charges remain unpaid, and your child will be deemed withdrawn without notice 28 days after exclusion. We may make an interest charge of 3 per cent above the base rate for the time being of the school's bank on late payment together with all administration and legal costs in relation to any sums that are unpaid by the due date. Such charges will be recoverable by action if necessary. Any sum tendered which is less than the sum due and owing will in any event be accepted by the school on account only. The contents of clauses 3 and 4 of these terms and conditions are intended to protect those parents who pay fees on time and to safeguard the school against consequences of the defaults of others. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.

(g) The fees will be reviewed from time to time and may be increased by such amount as the school considers reasonable. We shall give you notice of any such increase not later than the final day of the preceding term.

(h) Fees and any prepaid Supplemental Charges will not be reduced as a result of absence due to illness or otherwise.

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 a Supplemental Charge

you shall either give a term's written notice to that effect or shall pay to the school a term's fees (or, as the case may be, half a term's charges for the activity that your child has ceased to participate in) in lieu of notice, at such rate as would have been charged for the final term of

provision if a term's notice had been given. 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 a term's notice had been given.

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

(c) A term's fees will be immediately payable by the parents if, for any reason, they cancel their acceptance of a place less than a term before entry or the pupil does not join the school after a place has been accepted. Parents who withdraw giving a full term's written notice before entry will not have to pay fees in lieu but the registration fee will be retained by the school. Cases of serious illness or genuine hardship may receive special consideration on written request.

(d) If you wish to

(i) withdraw your child from the nursery or pre-school you shall give either 6 weeks written notice to that effect or shall pay to the school 6 weeks fees in lieu of notice. 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 date due.

(ii) reduce the number of sessions in nursery or pre-school you shall give 6 weeks written notice to that effect or shall pay to the school 6 weeks fees based on the sessions contracted at the time immediately prior to your request to amend such sessions.

As staffing levels are arranged according to the pre-determined sessions, if your child is unwell or unable to attend that session for any reason, then the session will be charged in full and no refund of nursery fees will be made. Unattended sessions may not be used on an alternative day.

5. School Rules

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.

6. Disciplinary Procedures

(a) The Head may at his/her discretion suspend or expel your child from the school if he/she considers that your child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory or if the pupil, in the judgement of the Head, is unwilling or unable to profit from the educational opportunities offered and in the reasonable opinion of the Head the removal is in the school's best interests or those of your child or other children.

(b) The Head may at his/her discretion require you to remove your child if the behaviour of you or either of you is in the opinion of the Head 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 Head exercise his/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. However, in such circumstances fees in lieu of notice will not be payable.

(d) The School Regulations and Code of Conduct set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension 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 Disciplinary Procedure.

- (f) The decision to exclude or suspend a pupil and the manner and form of any announcement shall be in the sole discretion of the Head. In no circumstances shall the school or its staff be required to divulge to parents or others any confidential information or the identities of pupils or others who have given information which has led to an expulsion or suspension.
- (g) A pupil who has been withdrawn, excluded or suspended from the school has no right to enter school premises without the written permission of the Head.

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 from the time of joining the school until the end of his or her preparatory schooling.
- (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, and 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) 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, providing comfort to a pupil in distress, 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.
- (e) If your child requires urgent medical attention while under the school's 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, blood transfusions within the United Kingdom or operation) recommended by a doctor.
- (f) 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. We reserve the right to make changes to any aspects of the school, including the curriculum.
- (g) We shall monitor your child's progress at the school and you will receive a formal written report not less than twice a year at Key Stage 2 or once a year at Key Stage 1. 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. If your child needs long-term SEN support then this will be chargeable. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the school cannot provide adequately for your child's special educational needs.
- (h) Religious observance at the school shall be conducted in accordance with the school Rules.
- (i) The school adheres to a non-discriminatory policy on the grounds of religion, sexual orientation, colour and disability.

8. The Parents' Obligations

- (a) It is a condition of your child's joining the school that you complete and submit to the school a medical questionnaire in respect of your child. You 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. The Head may at any time require a medical opinion or certificate as to the pupil's general health.

(b) You undertake to inform the school of any situations where special arrangements may be needed in relation to your child, eg dietary requirements.

(c) 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.

(d) 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.

(e) We cannot accept any responsibility for the welfare of your child while off the school premises unless he is taking part in a school activity or 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 the progress of your child you must inform school without delay. Complaints should be made in accordance with the school's Complaints Procedure.

(g) When in the school grounds parents are requested to drive slowly and with caution, when parking or setting off. Please pay extra attention when approaching the zebra crossing allowing people to cross. The school accepts no responsibility for loss or damage to vehicles or contents. Please note, before children are 'handed over' or after they are collected from staff, parents/guardians are responsible for their safety and children must be carefully supervised. Please do not allow children to walk/run freely around the car park areas. Parents are to leave the school site as soon as they have dropped off or collected their child. Arrangements for parental access to the school are set by the Headmaster and are made to maximise the security and safety of children within the school and, as such, must be respected and adhered to by all parents.

9. Insurance

Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in school/nursery fees.

The school does not, unless negligent, accept responsibility for accidental injury, loss or damage of property. The school undertakes to maintain those insurances that are prescribed by law. All other insurances are the responsibility of parents including insurance of pupil's personal property whilst at school or on the way from school or on any school sponsored activity away from the school. The school is not the agent of the parents for purposes related to insurance.

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 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 are or your child is alleged to have suffered resulting from a reference or report given by us.

(b) You consent to us holding and making use of personal information relating to your child whilst he or she is at the school and after he or she has left for the purposes of safeguarding and promotion of the welfare of the child and communicating and managing relationships with pupils and former pupils of the school.

(c) Where parents are separated or divorced, reports and other information will be sent to the person with whom the pupil normally resides. Duplicate reports will be sent on request to those with parental responsibility.

11. Special precautions

(a) The Head needs to be aware of any matters that are relevant to the pupil's security and safety. The Head must therefore be notified in writing immediately of any court orders, variations of court orders or situations of risk in relation to a child for whom any special safety precautions may be needed. A parent may be excluded from school premises if the Head acting in a proper manner, considers such exclusion to be in the best interests of the pupil, other pupils or parents, or of the school.

(b) The Head must be notified in writing immediately if a pupil will be residing other than with a person who has parental responsibility.

(c) When both parents will be absent from the pupil's home for a 24 hour period or longer, the school requires, in writing, the name, address and telephone number for a 24 hour contact of the adult to whom parental responsibility has been delegated in loco parentis.

12. Changes in Ownership etc

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.

13. Communications

All notices required to be given under these terms and conditions must be given in writing. Notices must be hand delivered or sent by recorded or guaranteed delivery post. 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. You undertake to notify the school of any change of address and e-mail address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the school to the address or e-mail address shown in its records.

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 give you reasonable notice of any such modifications.