

## Caversham Preparatory School

### Standard Terms and Conditions

**1. School**

**2. The School** is Caversham Preparatory School, an operating division of Innova Schools as now or in the future constituted and acting by the Directors. It is assumed that a pupil will, subject to conduct and academic ability, progress through the School and complete the final year in the Year Six Class of the School.

**3. The Head** is the person appointed by the School to be responsible for the pupil and includes those to whom any of the duties of the Head or the School have been responsibly delegated.

**4. The Parents/s** are those who have parental responsibility for the pupil and those referred to at clause 19. of these terms and conditions individually and jointly. Parents are expected to give their support and encouragement to the aims of the School and to uphold and promote its good name to continue the pupil's education at home and to ensure that the pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.

**5. Our Aims:** The School aims to strike the balance between academic and practical work, physical education, moral and spiritual development and the pursuit of leisure activities. We are committed to high standards of teaching and care and we welcome parental contact. The School is an environment in which pupils are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.

**6. Changes in the School:** A successful school must initiate and respond to change. The offer of a place and its acceptance are given on the basis that, in the interests of the School as a whole, reasonable changes may be made from time to time to these standard terms and conditions, to the size and location of the School, to its premises and facilities, to the academic and games curriculum and the structure and composition of classes and the way the School is run, to the rules and disciplinary framework, to the length of the school terms and the school day and to any other aspect of the School. Fee levels will be reviewed each

year and there will be reasonable increases from time to time. Parents will be given one term's notice, when practicable, of changes that may significantly affect the school community as a whole.

**7. The Standard Terms and Conditions:** We believe that these standard terms and conditions reflect the customs and practice of independent schools for many generations. The rules about change and about notice and fees in lieu of notice and the other rules set out below are provided in good faith. They promote the stability, forward-planning, proper resourcing and development of the School. Any waiver is effective only if given in writing by the Head personally. The Fees List, as varied from time to time, is part of these Terms and Conditions. Nothing in these Terms and Conditions affects the statutory rights of parents.

**8. Care and Good Discipline**

**9. Parents' Authority:** The parents authorise the Head while in loco parentis, to take and/or authorise in good faith in all decisions that safeguard and promote the pupil's welfare. Parents give consent to such physical contact as may be lawful, appropriate and proper for teaching and for providing comfort to a pupil in distress or to maintain safety and good order or in connection with the pupil's health. The Head may also consent on behalf of the parents to the pupil receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under NHS or at a private hospital where certified by a person is appropriately qualified, necessary for the pupil's welfare and if parents cannot be contacted in time.

**10. Conduct and Attendance:** We attach importance to courtesy, integrity, manners and good discipline. The pupil is expected to take a full part in the activities of the School, to be punctual, to work hard, to be well behaved and to comply with the School Rules about the wearing of uniform.

**11. The Pupil's Health:** Parents must inform the Head in writing if the pupil develops any known medical condition, health problem or allergy or will be unable to take part in games or sporting activities or has been in contact with infectious diseases. Pupils must not be sent to school if unwell.

**12. Conduct of the School:** The Head is responsible for the care and good discipline of pupils while they are in the charge of the School or its staff and for the day to day running of the School and the curriculum. The Head is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of school discipline, and removal or expulsion under clauses 36-38 below. The Head is not responsible, unless negligent, for a pupil who is absent from the School in breach of school discipline. It is a condition of remaining at the School that parents and the pupil accept the school regime and the Rules (in so far as they are lawful and reasonable) as to appearance and dress and the rules of school discipline that apply from time to time.

**13. Admissions and Entry to the School**

**14. Registration:** Pupils will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable registration fee paid. The Registration Form acknowledges that these Terms and Conditions have been accepted by Parent as the basis for the contract with the school. Admission and entry will be subject to the availability of a place and the pupil satisfying the admission requirements at the time. The School operates an equal opportunities policy. The School must be informed if a candidate for admission is registered with, or on the waiting list for another school as a higher rate of fees deposit is required in these cases.

**15. Offer of a Place and Deposit/s:** If, in due course, a place is offered, the deposit/s will be payable when parents accept the offer. Details of deposits are set out in the Fees List as varied from time to time. The Acceptance Deposit will be repaid by means of a credit without interest to the final payment of fees or other sums due to the School on leaving after Year Six until credited it will form part of the general funds of the School. Deposits paid for pupils who fail to take up the place or leave the school before the end of Year Six, for whatever reason (unless under section 37), will be retained by the school.

**16. Fees and Extras**

**17. Items Covered:** Fees cover the normal curriculum within the school, together with most books and stationery. Other costs incurred by the School or the pupil may be charged as Extras. The pupil is for these purposes agent of the parents. Damage done by a

pupil, other than fair wear and tear, may be separately invoiced and must be paid as an extra. School Fees are invoiced in advance and extras in arrears. If a child needs additional support be it the classroom or in extra tuition it will be billed as an extra

**18. Payment of fees and extras:** Each invoice must be paid within 7 days of presentation or by the due date whichever is later. A pupil may be excluded from the School at any time when fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion. (Then a term's fees in lieu of notice will be payable.) The School is agent only in respect of any goods and services which are supplied by a third party via the School to pupils or their parents. Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or for any other cause except in the sole discretion of the Head. Payment using Child Care Vouchers can only be taken for School Care/Club Extra Charges.

**19. Responsibility for payment:** Fees are the joint and several responsibility of each person who has signed the Registration or Acceptance Form or who has parental responsibility for the pupil or has paid any fees or has returned the pupil to the School or given instructions in relation to the pupil. The School may withhold any information or property while fees are unpaid.

**20. Payment of fees by a third party:** An agreement with a third party to pay the fees or any other sum to the School does not release parents from any liability under these terms and conditions unless an express release has been given in writing signed by the Bursar. The School reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.

**21. Late Payment:** The right is reserved to make late payment charges composed of a simple interest calculated on a daily basis at 0.5% per week, from the first day of each term, and all administration and legal costs in relation to any sums that are unpaid by the due date. It is agreed that the amount of all late payment charges should reflect the commercial rates that would be applied by a financial institution in a case of unauthorised and unsecured borrowing. Such charges will be recoverable by action if necessary. Cheques delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. Any sum tendered that is less than the sum due and owing may in any event be accepted by the School on account only. The contents of clauses 16 to 35 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.

**22. Scholarships and Bursaries:** Every scholarship and bursary is subject to high standards of behaviour, attendance and work. The terms of a scholarship or bursary are set out in the offer letter to parents, however the financial benefits become repayable, at the school's discretion, should the pupil be withdrawn during the bursary or scholarship period

**23. Instalment arrangements:** An agreement by the School to accept payment of fees by standing order or direct debit or BACS or any other arrangement for payment of fees by instalments is concessionary and will cease automatically in the event of any default for 7 days or more. On ceasing, the full amount of fees then due shall be payable forthwith as a debt and interest will start to accrue.

**24. Events Requiring Notice in Writing**

**25. Definitions**

**26.** *Notice to be given by parents means (unless the contrary is stated in these terms and conditions) a term's written notice signed by both parents and addressed to and actually received by the Head. No other notice will suffice. Notices must be hand delivered or sent by recorded or guaranteed delivery post to the school address. Notices delivered during school holidays will be deemed to have been delivered on the first day of term.*

**27.** *Provisional Notice* is valid only for the term in which it is given and only when written and accepted in writing by the Head.

**28.** *Terms* means the period between and including the last days of consecutive school terms.

**29.** *A Term's notice* means notice given before the last day of term and expiring at the end of the next term.

**30.** *Half a Term's Notice* means notice given before the first day of term expiring at half term, or notice given before half term expiring at the end of term.

**31.** *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 and not limited to the parental contribution in the case of a scholarship, bursary or assisted place.

**32. Cancellling Acceptance:** A term's fees (less deposit/s held) will be 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 notice before entry will not have to pay fees in lieu but the deposit will be retained by the School. Cases of serious illness or genuine hardship may receive special consideration on written request.

**33. Withdrawal from the School:** A term's notice must be given before a pupil is withdrawn from the School or a term's fees in lieu will be due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled. To comply with Children Missing in Education 2016 statutory guidance, the notice must be signed by both parents and contain details of the pupil's next school. Email or verbal notices are not acceptable. The School Year is deemed to start on 1<sup>st</sup> September in each year. At the school's discretion the school may charge back the difference between the short term fee rate and the standard 7 year rate for the academic year concerned. Any additional discounts may also be clawed back in full. The school reserves the right to bill for notice fees immediately after withdrawal from the school especially if the current fees account is in default. A "Notice to Withdraw" cannot be issued to the school if the fees invoice for the current term is unpaid. The main reason for these rules is to ensure that the School has sufficient notice with which to plan fee levels, other resources and the curriculum and that fee levels reflect the parental commitment to the school. *An example might be a parent wishing to take up a place in the maintained sector would have to move quickly in order to secure the place and has not given notice. Consequently the bill for the term in which the pupil is withdrawn is paid plus the notice term is billed the end of term as normal. This notice fees bill will include extras from the last term. Difficulty arises when the parent decides to move the pupil during the school holidays as notice cannot be given during these times. Thus the parent will have to pay the outstanding bill by the first day of term and the notice term will also have to be paid when it is presented.*

**34. Discontinuing Extras:** Half a term's written notice is required to discontinue an extra or half a term's fees for the extra will be payable in lieu as a debt.

**35. Notice by the School:** The School may terminate this agreement on one term's written notice sent by post or electronic mail and otherwise under clauses 37. and 38. below.

**36. Removal and Expulsion of a Pupil**

**37. Removal at the Request of the School:** Parents may be required, during or at the end of a term, to remove the pupil, without refund of fees, temporarily or permanently from the School, if after consultation with a parent, the Head is of the opinion that the conduct or progress of the pupil has been unsatisfactory or if the pupil, in the judgment of the Head, is unwilling or unable to profit from the educational opportunities offered (or a parent has treated the School or members of its staff unreasonably) and in any such case removal is considered to be warranted. The Acceptance Deposit will be refunded in the event of removal from the School and fees in lieu of notice will not be charged but all outstanding fees will be payable in full.

**38. Expulsion:** A pupil may be expelled at any time if the Head is reasonably satisfied that the pupil's conduct (whether on or off school premises or in or out of term time) has been prejudicial to good order or school discipline or to the reputation of the School. The Head will act fairly and in accordance with the procedures of natural justice and will not expel a pupil other than in grave circumstances. There will be no refund of fees following expulsion (and all unpaid fees must be paid). The Acceptance Deposit will not be returned/credited; but fees in lieu of notice will not be charged.

**39. Discretion of Head:** The decision to suspend, require removal or expel 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 suspension, the requirement to remove or expulsion or which the Head has acquired during an investigation.

**40. Review:** In the event of expulsion or of a pupil's removal being required, the Head will advise parents of the procedure (of which copies are available on request) under which a written application for a review of the decision may be made.

**41. Access:** A pupil who has been withdrawn, excluded, suspended, removed or expelled from the School has no right to enter school premises without the written permission of the Head.

**42. General Conditions**

**43. Special Precautions:** 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 or situations of risk in relation to a pupil 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 or of the school.

**44. Residence during Term Time:** The Head must be notified in writing immediately if a pupil will be residing other than with a person who has parental responsibility.

**45. Absence of Parents:** 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 24 hour contact of the adult to whom parental responsibility has been delegated in loco parentis.

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

**47. Pupils' Personal Property:** Pupils are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly marked with the owner's name.

**48. Concerns/Complaints:** Parents who have cause for serious concern as to a matter of safety, care or quality of education must inform the Head without delay.



**49. Progress Reports:** The School monitors each pupil's progress and each term, parents will receive a written report on the pupil's progress.

**50. Learning Difficulties:** Each pupil will be 'screened' for learning difficulties at 6+ and at key stages thereafter. Parents will be notified if it appears that formal assessment by an educational psychologist is advisable or the pupil is falling behind with studies. A formal assessment can be arranged by the School at the parents' expense, or by the parents. Our staff are not, however qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties. Parents will be asked to withdraw the pupil without being charged fees in lieu of notice if, in the opinion of the Head, the School cannot provide adequately for a pupil's special educational needs.

**51. Confidentiality:** The School will take care to preserve the confidentiality of information concerning the pupil and parents. The parents, however, consent on behalf of themselves and the pupil to communication, on a 'need-to-know' basis, of confidential information which, in the opinion of the Head, is material to the safety and welfare of the pupil and others. The parent's consent also to the School communicating with any other school which the pupil attends or which a parent proposes the pupil should attend about any matter concerning the pupil or about payment of fees, whether or not the information passing is also held in machine-readable form.

**52. Examinations, Reports and References:** The School will enter a pupil's name for an examination if the Head is satisfied that such is in the best interests of the pupil. Information supplied to parents and others concerning the progress and character of a pupil and about examination, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

**53. Intellectual Property:** The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of a pupil in conjunction with any member of staff of the School and/or other pupils at the School for a purpose associated with the School. Any use of any such intellectual property rights by a pupil is subject to the terms of a licence to be agreed prior to the use between the pupil, his/her parents and the School. The School will allow the pupil's role in creation/development of intellectual property rights to be acknowledged.

**54. School Policies and Prospectus:** The policies and prospectus describe the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of printing, the policies and prospectus are not part of any agreement between the parents and the School. Parents wishing to place specific reliance on a matter given in the policies and prospectus should seek written confirmation of that matter before entering this agreement.

**55. Consumer Protection:** Care has been taken to use plain language in these terms and conditions and to explain the reasons for any of the terms that may appear one-sided. If any word/s, alone or in combination infringe the Unfair Terms in Consumer Contracts Regulations 1994 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original means as may be fair.

**56. Interpretation:** These terms and conditions supersede those in the prospectus and elsewhere and will be construed as a whole. Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of the terms and conditions.

**57. Jurisdiction:** This contract was made at the School and is governed exclusively by English Law.