



PRIORY SCHOOL
EDGBASTON

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PRIORY SCHOOL

EDGBASTON

TERMS & CONDITIONS

Priory School Terms & Conditions

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A / Introduction

- 1. These Terms and Conditions** reflect the custom and practice of independent schools for many generations. Taken together with the Acceptance Form, the School Rules, the Fees Information and the Complaints Procedure, they form the terms of a legal contract between Priory School Edgbaston Trustees Limited and the Parents. The Terms and Conditions are intended to promote the education and welfare of each Pupil and the stability, forward-planning, proper resourcing and development of the School.
- 2. Our prospectus and website** are not contractual documents. Please see Section J for further information.
- 3. Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out at **Sections H & I below**.
- 4. Managing Change:** This School, as any other, is likely to undergo a number of changes during the time your child is a Pupil here. Please see **Section J** for further details of the changes that may be made and the consultation and notice procedures that will apply.
- 5. Documents referred to:** Before accepting the offer of a place, Parents and Pupils receive a copy of the School Rules and the Fees Information. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions. Please now refer to **Section J**.

B / Definitions

- 6. “The School”/”We”/”Us”** means Priory School as now or in the future constituted. The School is constituted as a charitable company limited by guarantee regulated by its Memorandum & Articles of Association.
- 7. “Governing Body”/”Board of Governors”/”Governor/s”** means the Governors of Priory School who are appointed from time to time under the terms of the governing instrument referred to above and who are responsible for the governance of the School.
- 8. “The Head”** is responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head or of the Governing Body have been delegated.
- 9. “The Parents”/”You”** means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child’s attendance at this School or a person who, with the School’s written consent, replaces a person who has signed the Acceptance Form. Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions. Those who have “parental responsibility” (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.
- 10. “The Pupil”** is the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with UK custom.

11. **“Term”** means a term of the School as notified to parents from time to time.
12. **“Terms and Conditions”** mean these terms and conditions as amended from time to time.
13. **The “Fees Information”** means the published note of the School’s prevailing fees, including the Registration Fee, Acceptance Fee and New Starter Deposit.

C / Admission and Entry to the School

14. **Registration and Admission:** Applicants 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. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. **“Admission”** occurs when Parents accept the offer of a place and pay both the Acceptance Fee and the New Starter Deposit. **“Entry”** is the date when a Pupil attends the School for the first time under this contract.
15. **Equal Treatment:** The School is a mainstream day school for girls and boys aged 3 months to 18 years. The School has a Christian ethos but welcomes Staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School’s culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under the Special Educational Needs & Disability Act 2001 in order to accommodate the needs of Applicants, Pupils and members of the Staff who have disabilities for which, after reasonable adjustments, we can cater adequately.
16. **Offer of a Place and Deposit:** An Acceptance Fee and a New Starter Deposit will be payable when Parents accept the offer of a place. The Acceptance Fee will be set out in the Fees Information, which will be amended from time to time. There are different levels of standard New Starter Deposit on entry into Priory Poppets, the Preparatory School and the Senior School respectively. The School also reserves the right to vary the level of the New Starter Deposit in individual cases. The New Starter 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. Until credited, the New Starter Deposit will form part of the general funds of the School.

D / Pastoral Care

17. **Meaning:** Pastoral care is a thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each Pupil and the integrity of the School community.
18. **Our Commitment:** We will do all that is reasonable to safeguard and promote your child’s welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child’s human rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others.

19. **Complaints:** Any question, concern or complaint about the pastoral care or safety of a Pupil must be notified immediately to a member of Staff or in the case of a grave concern must be notified in writing to the Head and/or by telephone or fax in a case of emergency. A copy of the School's current Complaints Procedure will be supplied on request and is freely available on the School's website.
20. **Pupils' Rights:** A Pupil of sufficient maturity and understanding has certain legal rights which the School must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural or adoptive parents. If a conflict of interests arises between a Parent and a Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parent.
21. **Head's Authority:** The Parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the Pupil's welfare.
22. **Ethos:** The ethos of this School must be such as to foster good relationships between members of the Staff, the Pupils themselves and between members of the Staff and Pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its Staff will act fairly in relation to the Pupils and Parents and we expect the same of Pupils and Parents in relation to the School. In order to fulfil our obligations, we need your co-operation 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; providing co-operation and assistance to the School to ensure (so far as is reasonable and in appropriate and/or necessary circumstances) that your child can participate and benefit from the School's provision of education to your child in accordance with the terms of this agreement, including where the School wishes to provide such education remotely; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
23. **Physical Contact:** In accordance with the law, we will not subject your child to corporal punishment. Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a Pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare. 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.
24. **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety. Parents undertake to update, where necessary, such information about you and/or your child that is held by the School and, in any event, inform the School of any change to your or your child's circumstances (including, where applicable, in connection with an entitlement to enter and/or reside in the United Kingdom), or to information about you or your child, that has previously been notified to the School, including relevant contact details.

- 25. Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) a Pupil's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote a Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's e-mail communications and internet use for the purpose of ensuring compliance with the School Rules.
- 26. Leaving School Premises:** We will do all that is reasonable to ensure that your child remains in the care of the School during school hours but we cannot accept responsibility for a Pupil who leaves School premises in breach of School Rules and Regulations and we are not legally entitled to do so in the case of a Pupil aged 16 years or over.
- 27. Residence During Term Time:** Pupils are required during term time and at weekends, exeats (permitted periods of time away from school) and half term, to live with a Parent or legal guardian or with an education guardian acceptable to the School. The Head must be notified in writing immediately if a Pupil will be residing during term time under the care of someone other than a Parent.
- 28. Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.
- 29. Education Guardians:** A Pupil of any age whose Parents are resident outside the United Kingdom must have an education guardian in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility during exeats, half term or the holidays for Pupils whose Parents are resident abroad and the Parents and guardians of such Pupils must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardians rests solely with the Parents but the School may be able to assist, by providing Parents with the names of agencies or individuals who have acted as guardians in the past. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian.
- 30. Photographs:** It is the custom and practice of most independent schools, and of this School, to include some photographs or images of Pupils in the School's promotional material such as the prospectus and website. We would not disclose the name or home address of a child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and must write immediately to the Pupil Relations Officer requesting an acknowledgement of their letter.
- 31. Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 32. Pupil's Personal Property:** Pupils are responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the School.

33. **Insurance:** Parents are responsible for insurance of the Pupil's personal property whilst at school or on the way to and from school or any school-sponsored activity away from School premises. From time to time the School can, via its insurance brokers, offer other forms of insurance such as personal accident benefits or fee remission insurance, but the School does not accept a contractual duty to do so. Parents may obtain further information on application to the Finance Manager.
34. **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property.

E / Health and Medical Matters

35. **Medical Declaration:** Parents will be asked to complete a form of medical declaration concerning the Pupil's health and 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.
36. **Medical Care:** Parents must comply with the School Medical Officer's quarantine regulations as varied from time to time.
37. **Pupil's Health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers that necessary as a matter of professional judgement in the interests of the child and/or the School. A Pupil of sufficient age and maturity is entitled to insist on confidentiality which can nonetheless be overridden in the Pupil's own interests or where necessary for the protection of other members of the School community.
38. **Medical Information:** Throughout a Pupil's time as a member of the School, the School Medical Officer shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil's own interests or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, "need-to-know" basis.
39. **Emergency Medical Treatment:** The Parents authorise the Head to consent on behalf of the Parents to the Pupil's receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

F / Educational Matters

40. **Our Commitment:** Within the published range of the School's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Pupil and to provide education to at least the standard required by law in the particular circumstances, and often to a much higher standard.

41. **Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the Pupils and may take into account management of friendship groups. Any Parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's tutor, or any other appropriate member of Staff, as soon as possible, or contact the Head in the case of a grave concern.
42. **Progress Reports:** The School monitors the progress of each Pupil and reports regularly to Parents by means of grades and full written reports.
43. **Sex Education:** All Pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time, unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the curriculum.
44. **Public Examinations:** The Head may, after consultation with a Parent and Pupil, decline to enter a Pupil's name for a public examination if, in the exercise of professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the Staff.
45. **Reports and References:** Any reference supplied by us shall be confidential. Information supplied to Parents and others concerning the progress and character of a Pupil, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill. However, we cannot be liable for any loss you have or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
46. **Learning Difficulties:** The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our Staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
47. **Screening for Learning Difficulties:** The screening tests available to schools are indicative only, they are not infallible. Parents will be notified if a screening test indicates that a Pupil has a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
48. **Information about Learning Difficulties:** Parents must notify the Head in writing if they are aware or suspect that a Pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a Pupil's special educational needs. Remedial teaching provided by the School will be charged as an extra.

- 49. Moving up the School:** It is assumed that each Pupil who satisfies the relevant criteria at the time will progress through the School and will ultimately complete the Upper Sixth Year (Year 13). However, the School shall not be obliged to permit your child to enter the sixth form unless satisfied that it is appropriate to do so having regard to his/her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the Sixth form after the results of GCSE or equivalent examinations are known, and may make entry to the Sixth form conditional upon the results of such examinations. Parents will be consulted before the end of the Spring Term in Year 11 if there appears to be any reason why the Pupil may be refused a place at the next stage of the School. Parents must give a term's notice in writing (i.e. before the start of the Summer Term in Year 11) in accordance with the Provisions about Notice (in section H) if they do not intend their child to proceed to the next stage of the School, or a term's Fees in lieu of notice will be payable.
- 50. School's Intellectual Property:** The School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of a Pupil in conjunction with any member of Staff and/or other Pupils at the School for a purpose associated with the School. The School will recognise any intellectual property rights vested in your child.
- 51. Pupil's Original Work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at school premises until, in our professional judgement, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head and Staff.
- 52. Educational Visits:** A variety of educational visits will be provided for your child while a Pupil here. Parents' prior consent will be sought for any visit. Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. The Pupil is subject to School discipline in all respects whilst engaged in a School trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill.

G / Behaviour and Discipline

- 53. School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of a Pupil is at issue.

- 54. Conduct and Attendance:** It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules about the wearing of uniform. The cost of any uniform supplied by the School due to Pupils not complying with the School Rules about the wearing of uniform will be added to the bill.
- 55. School Rules:** The School Rules and Regulations which apply are set out in the Homework Diary and other documents published from time to time. Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.
- 56. School Discipline:** The Parents hereby confirm that they accept the authority of the Head and of other members of Staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the School community as a whole. The School's disciplinary policy which is current at the time applies to all Pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.
- 57. Investigative Action:** A complaint or rumour of misconduct will be investigated. A Pupil may be questioned and his/her locker or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by a Parent, education guardian or a teacher of the Pupil's choice.
- 58. Procedural Fairness:** Investigation of a complaint which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of a Parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.
- 59. Divulging Information:** Except as required by law, the School and its Staff shall not 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 the complaint or which the Head has acquired during an investigation.
- 60. Drugs & Alcohol:** A Pupil may be given the opportunity to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

- 61. Terminology:** In these Terms and Conditions “**Suspension**” means that a Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Governors’ Review. “**Withdrawal**” means that the Parents have withdrawn the Pupil from the School. “**Expulsion**” and “**Removal**” mean that the Pupil has been required to leave (“**asked to leave**”) the School permanently in the circumstances described below. “**Released home**” means that the Head has consented to the Pupil being away from School for a specified period of time. “**Exclusion**” means that the Pupil may not return to School until arrears of fees have been paid. “Exclusion” may also be used as a general expression covering any or all of the other expressions defined in this clause.
- 62. Sanctions:** The School’s current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School or external community, detention for a reasonable period, withdrawal of privileges, suspension, or alternatively being removed or expelled.
- 63. Expulsion:** A Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of School discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. Parents will be given a copy of the review procedure current at the time. The Head’s decision shall be subject to a Governors Review if requested by a Parent. The Pupil shall remain away from School pending the outcome of the Review (see “Governors’ Review” below).
- 64. Fees after Expulsion:** If the Pupil is expelled, there will be no refund of the New Starter Deposit or of Fees for the current or past terms, but the overseas element (if any) of the New Starter Deposit, and the unspent balance of any lump sum prepayment will be refunded without interest. There will be no charge to Fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable.
- 65. Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the School, if, after consultation with a Pupil and/or Parent, the Head is of the opinion that by reason of the Pupil’s conduct or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, or if a Parent has treated the School or members of its Staff unreasonably. In these circumstances, Parents may be permitted to withdraw the Pupil as an alternative to removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School (see “Governors’ Review” below).
- 66. Fees Following Removal:** If the Pupil is removed or withdrawn in the circumstances described above, the rules relating to Fees and New Starter Deposit shall be the same as for expulsion save that the New Starter Deposit will be refunded without interest.

- 67. Leaving Status:** The expression “leaving status” has reference to whether the Pupil has been expelled, removed or withdrawn, and to the record which will be entered in to the Pupil’s file as to the reason for leaving, and the Pupil’s status as a leaver, and the transfer of the Pupil’s work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil’s leaving. These and any other relevant matters of leaving status will be discussed by the Head with the Parents and, where appropriate with the Pupil, at the time of the Head’s decision.
- 68. Confidentiality and references:** Parents consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Such information may include details of outstanding fees.
- 69. Governors’ Review:** Parents may ask for a Governors’ Review of a decision to expel or require the removal of a Pupil from the School (but not a decision to suspend a Pupil unless the suspension is for 11 school days or more, or would prevent the Pupil taking a public examination). **The request must be made as soon as possible and in any event within seven days of the decision being notified to the Parents.** Parents will be entitled to know the names of the Governors who make up the Review Panel and may ask for the appointment of an independent panel member nominated by the School and approved by the Parent (approval not to be unreasonably withheld).
- 70. Review Procedure:** The Head will advise the Parents of the procedure (current at that time) under which such a review will be conducted by a panel of up to three Governors (including an independent member if requested). If Parents request a Governors’ Review, the Pupil will be suspended from School until the decision to expel or remove has been set aside or upheld. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Head. A Governors’ Review will be conducted under fair procedures in accordance with the requirements of natural justice.
- 71. Complaints Procedures:** A complaint about any matter of School policy or administration not involving a decision to expel or remove a Pupil must be made in accordance with the School’s published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

H / Provisions About Notice

- See also section F “Moving up the School” and section G.

- 72. Notice to be given by Parents means** (unless the contrary is stated in these terms and conditions) a **term’s written notice addressed to and received by the Head personally** or signed for by the Head’s secretary or the Finance Department on the Head’s behalf. It is expected that Parents will consult with the Head before giving notice to withdraw a Pupil.
- 73. Provisional notice** is valid only for the term in which it is given and only when written and accepted in writing by the Head personally or the Head’s deputy duly authorised for this purpose.

74. **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, supported place, bursary or other award or concession. 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.
75. **"A term's notice"** to be given by Parents means notice given before the first day of a term and expiring at the end of that term. A term's notice must be given **in writing** if the Parents wish to cancel a place which they have accepted, or if Parents **wish to withdraw a Pupil** who has entered the School; or if, following the GCSE year or AS Level year, the **Pupil will not return for the following year** even if he/she has achieved the required grades; **or the Pupil wishes to discontinue extra tuition.**
76. **Cancelling Acceptance:** The cancellation of a place which has been accepted is normally a breach of contract which can cause long term loss to the School if it occurs after other families have taken their decisions about schooling for their children. If the Parents cancel their acceptance of a place less than a term before the entry date or the Pupil does not join the School after a place has been accepted and not cancelled, a term's Fees will be payable and the New Starter Deposit will be credited to the account (**and you hereby acknowledge and agree that the School shall be entitled to retain the New Starter Deposit on account of payment of the term's fees**). Parents who cancel acceptance on more than a full term's notice before entry will not be required to pay Fees in lieu of notice but the New Starter Deposit will be forfeited and retained by the School. Cases of serious illness or genuine hardship may receive special consideration on written request.
77. **Withdrawal by Parents:** If a Pupil is withdrawn on less than a term's notice, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question. The charge of a term's Fees represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its Staffing and other resources.
78. **Prior Consultation:** It is expected that a Parent or duly authorised education guardian will in every case consult personally with the Head or with the Head's authorised Deputy before notice of withdrawal is given.
79. **Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.
80. **Discontinuing Extras:** A term's written notice is required to discontinue extra tuition or a term's Fees for the extra tuition will be immediately payable in lieu as a debt.
81. **Termination by the School:** The School may terminate this agreement on **one term's written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal.** The School would not terminate the contract without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding), and would offer the Parents a Governors' Review of a decision to terminate. The New Starter Deposit would be refunded without interest less any outstanding balance of the account.

I / Fees

- 82. Meaning: “Fee” and “Fees”** where used in these terms and conditions refer to the fees set out in the current version of the Fees Information. For the avoidance of doubt the School makes separate charges for each of the following items where applicable: **Registration fee; Acceptance Fee; New Starter Deposit; Tuition Fees; Fees for extra tuition (for example speech lessons, swimming lessons); School Fund fee; charges for lunches and milk and juice; charges for aftercare services, including Homework Club; locker rental charges; charges for Personal Accident insurance, BUPA cover and fees protection (where taken); contribution to the School Parents Association; charges for damage where a Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) and late payment charges if incurred.**
- 83. Public examinations:** The School will make separate charges for public examinations (including re-sits) in respect of Pupils in the Senior School.
- 84.** Any extra-curricular activities such as private music lessons, trips and visits in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the Fees and charged for accordingly. In particular, all external examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees. This provision also covers charges for equipment, photographs and other items ordered by the Parent of the Pupil.
- 85. Payment:** 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 expressly agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the Fees or any part of them. Each term’s fees accrue separately and the fees payable in respect of each term fall due on the first day of that term and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the School has agreed shall pay the fees). If one or more items on the bill are under query, the balance of the bill must be paid. Whenever there is a request from Parents for financial support or some other indication of financial need arises, we may invite the Parents to a meeting with the Finance Department and, where necessary, with the Head, to discuss the payment of fees. As part of our assessment of the Parents’ ability to pay the Fees we may, with the consent of the Parents, carry out a credit check.
- 86. Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a Pupil is released home after public examinations or otherwise before the normal end of term (provided that the School remains open to a Pupil who wishes to stay at School during that period); or for any cause other than exceptionally and at the sole discretion of the Head in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the School can properly budget for its own expenditure on a termly basis and to ensure that the cost of individual default does not fall on other Parents. This applies also to any supplemental charges for activities in which your child participates. Separate rules (set out in Section G above) apply when a Pupil is expelled or removed, i.e. asked to leave.

- 87. Exclusion for Non-Payment:** The right is reserved on 3 days written notice to exclude a Pupil while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to a Governors' Review will not normally arise but the Chairman of Governors has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the Parents. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil. A Pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion. (Then a term's Fees in lieu of notice will be payable in accordance with the Provisions about Notice in Section H.)
- 88. Late Payment:** A 15% surcharge may be levied on Fees which are unpaid. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and not treated as payment until cleared.
- 89. Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.
- 90. Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents.
- 91. Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Finance Director. The School reserves the right to refuse a payment from a third party.
- 92. Instalment Arrangements:** The School does not operate its own scheme for payment of Fees by instalment. Instead Parents can take advantage of the services of School Fees Plan (SFP) to enable payment of Fees and extras by instalments. Under the terms of this arrangement SFP enter into a credit agreement with the Parents, advance payment of the Fees to the School at the beginning of each term and then collect the amount due directly from the Parents by direct debit. SFP include a service charge, which is added to the monthly direct debit.
- 93. Composition Schemes** under which a lump sum prepayment for between one and five years is made by or on behalf of the Parents will be the subject of a separate contract which will provide, among other conditions, for a refund of the unused part of the prepayment in the event of the Pupil's leaving earlier than expected. Fees in lieu of notice (where applicable) and any other sum due to the School at that time will be deducted from the sum to be refunded.
- 94. Scholarships, Supported Places and Bursaries:** Every scholarship, supported place or bursary is a privilege and continuation of the award is subject to good progress, high standards of behaviour and attitude to learning on the Pupil's part and to the Parents' treating the School and our Staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. The value of a scholarship shall be deducted from Fees before any further concession is calculated or assessed.

- 95. Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If less than a term's notice is given of a fee increase greater than 8%, notice of withdrawal given within 21 days after notice of the increase was received will not incur a term's Fees in lieu of notice.
- 96. Money Laundering:** Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees. In accordance with advice from the Department for Children, Schools and Families, the School cannot accept cash payments of more than £500 for School fees. Payments exceeding £500 must be made through a bank account or by credit card or bankers' draft. Furthermore, in order to safeguard the safety of children, the School actively discourages the practice of Pupils bringing large sums of cash to School for the payment of fees.

General Contractual Matters

- 97. Management:** It is our intention that the terms and conditions will always be operated so as to achieve a balance of fairness between the rights and needs of Parents and Pupils, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.
- 98. Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.
- 99. Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the Staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and Regulations, the disciplinary framework, and the length of school terms. Fee levels will be reviewed each year and there will be reasonable increases from time to time.
- 100.** For the purposes of constitutional changes to the School 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. Where appropriate we will inform and consult with all parents in relation to such changes.
- 101. Consultation:** It is not practicable to consult with Parents and Pupils over every change that may take place. Whenever practicable, however, Parents will be consulted and given at least a term's notice of a change of policy or a change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care. For example, notice would be given of a proposal to remove a subject from the curriculum.

- 102. Cancellation:** The School shall be entitled to cancel this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this or any similar agreement with the School and have not (in the case of a breach which is capable of remedy) 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). For the purposes of illustration only (and without limitation), the following circumstances would typify what the School is likely to regard as a material breach entitling it to terminate this agreement: (i) failure to pay any fees or supplemental charges on time on more than two occasions; (ii) you (as opposed to your child) acting in such a way as to give the Head cause to expel your child under this agreement; and (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this agreement (including the School Rules).
- 103.** 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 and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the School to any person who has signed the Acceptance Form as having been made to both or all such persons. 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.
- 104. Representations:** Our prospectus and website describe the broad principles on which the School is presently run and give an indication of our history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus and website, or a statement made by a member of Staff or a Pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering this agreement.
- 105. Third Party Rights:** Only the School and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.
- 106. Interpretation:** These terms and conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions. Examples given in these terms and conditions are by way of illustration only and are not exhaustive.
- 107. Jurisdiction:** This contract was made at the School and is governed exclusively by English law. You agree with us to submit to the exclusive jurisdiction of the English courts.

108. “Force Majeure”: In this agreement “force majeure” shall mean any cause beyond a party’s control (including for the avoidance of doubt, strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination). In the event of a force majeure arising which prevents or delays the School’s performance of any of its obligations under this agreement, the School shall forthwith give the Parents notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. 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 that your child is unable to attend (or is likely not to be able to attend) the School due to reasons of his or her severe ill-health or physical impairment caused by a force majeure you shall give the School notice in writing of such circumstances and the following provisions shall apply:

- a. you shall, in consultation and cooperation with the School, use all reasonable endeavours to:
 - i. mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement in any way that is reasonably practicable in the circumstances (such that your child can still participate and benefit from the provision of education by the School, including for example participating remotely); and
 - ii. resume the performance of the obligations as soon as reasonably possible;
- b. in circumstances where, following the efforts made and steps taken under Clause (a) above, your child is not able to participate and benefit from any level of provision of education by the School then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure.
- c. in the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months you shall discuss with the School a solution by which this agreement may be performed and, following such discussions, you shall be entitled to cancel the agreement on written notice and without giving a term’s notice or paying a term’s fees in lieu.

Appendix I

Supplementary Terms and Conditions / Priory Poppets

Application of these terms and conditions:

These terms and conditions apply to all children in Kindergarten and Nursery.

Payment of Fees

Fees are due on or before the first day of each term as set out in the School Calendar.

For parents of children attending 51 weeks of the year the term includes the holiday period immediately following the current term. For example, the Summer term will begin after the Easter break (usually towards the end of April) and end after the Summer holidays (at the beginning of September).

Charges per term

Poppets charges are detailed on the fees list for the current School year. Attendance can be for term-time only (TTO) or 51 weeks of the year, and from 8am to 6pm or from 8.30am to 3.15pm each day. The charges are based on attendance for 5 days per week. Fees for children attending fewer than 5 days per week are apportioned appropriately (4/5th for 4 days and 3/5th for 3 days). The School's normal policy is that 3 days will be the minimum, although there may be exceptions to this policy, for example where we can only accommodate a child for 2 days due to capacity constraints.

Lunch charges are also based on 5 days per week and are apportioned in the same way for fewer days. Lunches are compulsory except on medical grounds.

Changing attendance times or the number of days

The number of days attended can be increased at any time provided there is sufficient capacity. Attendance can also move from 8.30am-3.15pm to 8am-6pm at any time. In these cases the increased charges for the remainder of the term will be reflected in the following term's bill.

The number of days attended may be reduced (to the minimum of 3 days), or a move from 8am-6pm to 8.30am-3.15pm attendance may be made, at any time. However, a reduction in the number of days or in the attendance times made during the course of a School term will not result in any reduction in the fee for the term in which the change is made. The reduced fee will only take effect at the start of the following term.

Parents must give written notice of the change to the Finance Department.

Changing the number of weeks

Changing from 51 weeks to TTO can be done at the start of any term, provided that written notice is given to the Finance Department before the start of the term in which the change is to take effect.

Changing from TTO to 51 weeks can be done for the Autumn or Spring terms by giving written notice in the same way.

However, please note that we do not allow a change from TTO to 51 weeks for the Summer term only.

Notice Periods

In accordance with Priory School's terms and conditions, a full term's written notice of withdrawal is required. Written notice must be given to the Admissions Registrar before the start of the term in which the child is to be withdrawn. The term dates are set out in the School Calendar.

Failure to give sufficient notice will result in a term's insufficient notice charge. The charge will be based on the current charge excluding lunches and extras.

Mid-term Starts

For children joining part way through a term the charge for the first term is calculated based on the number of weeks remaining in that term. If the child is to attend Poppets for 51 weeks of the year the number of weeks used will include the holiday period following the end of term date.

Because the charge for each term in the year is the same regardless of the number of weeks in the term, the first bill is calculated on the annual charge as follows:

1. The term's charge is multiplied by 3 to give the annual charge
2. The annual charge is divided by 36 (term time) or 51 to give the weekly charge
3. The weekly charge is then multiplied by the number of weeks remaining in the term

The same calculation is performed to calculate the lunch charge.

Swimming Lessons

Nursery Pupils (pre-Reception) may be given swimming lessons for a particular term. These lessons are charged as an extra and are compulsory where the child attends on the day of the week when the class goes swimming. There is no provision to opt out as care cannot be provided for a child left at the Nursery.

