

# CHISWICK & BEDFORD PARK PREPARATORY SCHOOL

## TERMS & CONDITIONS



### 1. Definitions

(a) In these terms and conditions

"**Acceptance Form**" means the form set out on the reverse side of the offer letter 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 3 or over;

"**the Behaviour and Discipline Policy**" sets out the rules of the School, a copy of the current version of which is posted on the School's website [www.cbpps.school.co.uk](http://www.cbpps.school.co.uk). Those rules may be amended from time to time for legal, safety or other substantive reasons or to assist the proper administration of the School;

"**the Complaints Procedure**" is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. A copy of the procedure is available on the School's website. from the School at any time upon written request;

"**deposit**" means the sum set out in the Schedule of Fees;

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

"**Headmistress**" means the person appointed by the Proprietors and Directors 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;

"**Schedule of Fees**" means the published note of the School's prevailing fees;

"**term**" means a term of the School as notified to parents from time to time;

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

"**terms and conditions**" means these terms and conditions as amended from time to time;

"**we**" or the "**School**" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires; and

"**you**" or the "**parents**" means each person who has signed the Acceptance Form as parent or guardian of a child or a person who with the School's written consent replaces a person who has signed the Acceptance Form.

Use of the word "**including**" shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

(b) The Acceptance Form, the Schedule of Fees, the Behaviour and Discipline Policy, the Complaints Procedure and these terms and conditions form the terms of a contract between you and Chiswick & Bedford Park Preparatory School Company 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 Deposit and One Term's Fees**

(a) An offer of a place for your child at the School is accepted by your submitting the duly completed Acceptance Form and paying the deposit. In the first quarter of the calendar year that your child is due to start at the School you are required to pay one term's fees.

(b) The deposit shall not be refundable if your child does not take up his/her place at the School.

The deposit shall not be refundable if your child attends the Nursery and does not progress to the Reception Class and complete one full term in the Reception class.

The deposit will form part of the general funds of the School until it is refunded (Forms Reception to Form 6), without interest, in the child's final term provided other sums due to the School are paid.

The term's fees shall only be refundable in the circumstances set out in clause 2(c) below.

(c) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit and one term's fee, but before your child starts at the School you shall give written notice to that effect. If such notice is received by the School the deposit will be forfeited in accordance with Clause 2(b) above, but no further fees will be payable. However, should the School fill the vacancy (in strict order of available places) created by your child's withdrawal, the School shall refund the payment of a term's fee, or part of, less its costs in administering its dealings with you or a reasonable estimate of those costs.

Subject to the remainder of this clause 2(c) and 2(d), if no notice is received, the payment of one term's fee will not be refunded and, if not yet paid shall be payable and shall become due and owing to the School as a debt.

(d) A sibling priority place is dependent upon the older child/children and all siblings remaining at Chiswick & Bedford Park Preparatory School until the end of Year 6 for girls and the end of Year 2 for boys, and if, after a sibling priority place has been offered, the family situation regarding any of these aspects changes, then the sibling priority place will be withdrawn. In this circumstance, the sibling deposit is not refundable, and any sibling fee paid will be returned only if the vacancy created by your child's withdrawal is filled.

(e) The term's fees payable under this clause 2(a) shall be charged at the rate of the term in which he/she will enter the school if it has been determined or an estimated rate if it has not been determined.

## ENTRY AT NURSERY STAGE

**On acceptance of a place pay deposit**

**In the first  $\frac{1}{4}$  of the calendar year of entry pay the first term's fee**

<b><u>Does not enter Nursery</u></b>	<b><u>Attends Nursery but leaves before end of Autumn term in Reception</u></b>	<b><u>From end of Autumn term in Reception onwards</u></b>
<b>Deposit is not refundable. 1st term's fee refunded only if place is filled.</b>	<b>Deposit not refundable. Full term's notice required in writing or a full term's fee due in lieu of correct notice.</b>	<b>Deposit returned (without interest) at any time if a term's notice is given in writing and all outstanding charges are paid.</b>

## ENTRY FROM RECEPTION TO F6

**On acceptance of a place - pay deposit plus 1 term's fee. Deposit is not refundable if child does not enter school. Term's fee refund if the school fills the place.**

**When child is already in the school - Deposit is returned at the end of the term that the child leaves the school if a term's notice is given in writing and all outstanding charges are paid.**

### **3. School Fees**

(a) 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 public 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.

(b) 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.

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

If your child has been awarded a scholarship or bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn if, in the opinion of the Headmistress, your child's attendance, progress or behaviour no longer merits the continuation of the award but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Headmistress that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance.

(c) Each term's fees accrue separately and the fees payable in respect of each term fall due on the first day of that term (subject to clause 2 above) 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. The fees must be paid in full either by cheque, by direct bank transfer or childcare vouchers by the first day of the term to which the invoice relates and will be reduced by a published amount if paid by 6 p.m. on that day.

(d) For pupils leaving the school at any time, all outstanding fees and any other outstanding charges, must be paid no later than the last day that the pupil attends the school.

(e) Any and all supplemental charges for extra-curricular activities for each term (and for other charges that were agreed during the previous term) will be listed separately on the fees invoice and such invoice shall be sent to you before the start of the next term. All such supplemental charges must be paid in full either by cheque or direct bank transfer by the first day of the then forthcoming term.

(f) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees remain unpaid and/or there is a persistent default in relation to the payment of supplemental charges.

(g) The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable.

(h) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness, or otherwise. No refund will be made by the school for unforeseen/unavoidable closure.

(i) You will pay and compensate the School for all reasonable legal and other costs and expenses incurred by the School as a consequence of any breach of these terms and conditions by you and such costs and expenses shall be borne by you jointly and severally unless a court otherwise orders.

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

(a) If you wish to withdraw your child from the School (other than at the normal leaving date/Girls end F6 Boys end F2), you shall either give a term's notice to that effect or shall pay to the School a term's fees 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.

(b) In cases under (a) above, 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.

(c) If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a full term's notice to that effect or shall pay to the School a full term's charges for the activity in which your child has ceased to participate.

(d) The School's affairs are organised on a termly basis and 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.

## **5. Behaviour and Discipline Policy**

(a) It is a condition of remaining at the School that your child complies with the Behaviour and Discipline Policy, as amended from time to time. In particular, you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.

(b) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the Acceptable Use Policy & Agreement.

## **6. Disciplinary Procedures**

(a) The Headmistress may in her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if she considers that your child's attendance, progress or behaviour (including behaviour outside school) is unsatisfactory and in the reasonable opinion of the Headmistress the removal is in the School's best interests or those of your child or other children.

(b) The Headmistress may in her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child, and/or may exclude either or both of you from the School premises if the behaviour of you or either of you is, in the opinion of the Headmistress, 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 Headmistress exercise 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 due (whether paid or payable) and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.

(d) The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 6. The review of serious disciplinary matters is governed by the Complaints Procedure.

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

(a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her preparatory schooling (Year 6 for girls; Year 2 for boys).

(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 accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury. Reasonable physical contact with pupils during the school day may be exercised in accordance with the School's Physical Contact with Children in School Policy in line with Government recommendations.

(d) 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 recommended by a doctor, including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions).

(e) Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. We will give parents notice of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.

(f) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress, but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Headmistress the School cannot provide adequately for your child's special educational needs.

(g) Religious observance at the School shall be conducted in accordance with the Collective Worship and School Assembly policies.

## **8. The Parents' Obligations**

(a) In order to fulfil our obligations, we need your co-operation, including 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; providing cooperation and assistance to the School to ensure (so far as 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.

(b) It is a condition of your child's joining the School that you complete and submit to the School a Special Circumstances Form in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or due to a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted. In such circumstances, if requested, we shall endeavour to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).



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

(d) The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons.

(e) 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.

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

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

## **9. Insurance**

You must make your own insurance arrangements if you require cover for your child's person or property while at School or for the payment of fees due to absence of your child or closure of the School premises (no refund will be made by the school for unforeseen/unavoidable closure).

## **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 conveyed in accordance with the Data Protection Act 2018. 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 or your child is alleged to have suffered resulting from opinions reasonably given in correct statements of fact contained in any reference or report given by us.

(b) You will complete a consent form at the beginning of the academic year stating your consent preferences so that the School can make use of information relating to your child whilst he or she is at the School (including photographs and video recordings) and after he/she has left for the purposes of (i) promoting the School through external events/concerts and including through the School's prospectus (in whatever format or medium) website and advertisement (ii) managing relationships between the School and current pupils, (iii) providing references and (iv) communicating with the body of former pupils.

(c) You undertake to (i) confirm (or update, if necessary), when requested, such information about you and/or your child that is held by the School and (ii) in any event, inform the School of any change to you 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, health and special circumstances.

(d) The School will process personal data about you and your child in accordance with the Data Protection Act 2018.

## **11. Intellectual Property Rights**

We shall recognise any intellectual property rights vested in your child.

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

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.

### **13. Cancellation**

(a) 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 one occasions; (ii) you (as opposed to your child) acting in such a way as to give the Head cause to expel your child under Clause 6(b) of this agreement; (iii) any other circumstance where your child is expelled from the School in accordance with the terms of this agreement (including the Behaviour and Discipline Policy); and (iv) failure or refusal to complete and submit to the School a Special Circumstances Form in respect of your child.

(b) Either party may cancel this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

(c) For the avoidance of doubt, this agreement shall end at the end of your child's schooling.

### **14. Force Majeure (i.e. circumstances beyond our control)**

14.1 In this agreement "force majeure" shall mean any cause beyond a party's control, including, for the avoidance of doubt, acts 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 or strike action by staff.

14.2 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 you 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/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. The School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

14.3 Subject to Clause 14.2, if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the School shall notify you of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying fees in lieu.

14.4 Subject to Clause 3(h), 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 14.4(a), 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; and

(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.

## **15. Communications**

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the 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 third day after posting.

## **16. Interpretation**

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

## **17. 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.

## **18. Variations**

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. These changes can be seen on the school website.

Our prospectus and website are not contractual documents.

The School has a non-denominational, caring ethos but welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights are respected. 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 Equality Act 2010 in order to accommodate the needs of applicants, pupils and members of the staff who have disabilities for whom, after reasonable adjustments, we can cater adequately in accordance with school policies.

**Birth Certificate:** The Acceptance form must be accompanied by a copy of your child's Birth Certificate.

**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.

**Behaviour & Discipline Policy:** Parents are requested to read the Behaviour & Discipline Policy carefully with the pupil before they start at the School. This policy contains a section on Rewards and Sanctions and is available on the School's website.

**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 unforeseen/unavoidable closure); or for any cause other than exceptionally and at the sole discretion of the Directors 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 and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out in Section G above) apply when a pupil is expelled or removed, i.e. asked to leave.

1<sup>st</sup> September 2020