



## 1. Definitions

a) In these terms and conditions

**"Acceptance deposit"** means the sum set out in the Schedule of Fees which is payable when parents accept an offer of a place at the School;

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

**"the Complaints Procedure"** is the School's procedure for handling concerns or complaints regarding pastoral care, safety, educational issues or other matters affecting the School, as amended from time to time. A copy of the procedure is available from the School at any time upon written request; **"fees"** means the fees set out in the Schedule of Fees as amended from time to time;

**"Head"** means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

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

**"School Fee Plan"** the third party fee payment service provided by Premium Credit Ltd or such other provider as approved by the school from time to time;

**"School Rules"** means the rules of the School, a copy of the current version of which is provided to each child on entry and is sent to parents with the letter offering a place at the School, as those rules may be amended from time to time. Parents will be given reasonable notice of such amendments;

**"term"** means the period between and including the first day and last day of the relevant School term, as determined by the school from time to time;

**"a term's notice"** means written notice addressed to and received by the Head given by all those who sign the Acceptance Form before the last day of the term preceding the term to which the notice relates as published in the School calendar as amended from time to time;

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

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

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

b) The Acceptance Form, the Schedule of Fees, the School Rules, the Complaints Procedure and these terms and conditions form the terms of a contract between you and St Nicholas' School (Fleet) Educational Services Ltd (registered company no. 872200 and charity no. 307341). 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

- a) An offer of a place for your child at the School is accepted by your submitting the duly completed and signed Acceptance Form and paying the Acceptance deposit.
- b) The Acceptance Deposit is non-refundable if your child does not take up a place at the School. The Acceptance deposit will be treated as part of the School's general funds and will be held as collateral for any costs incurred on behalf of your child. The deposit will be offset against the final account, with any applicable refund issued after your child has left the school.
- c) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the Acceptance deposit but before your child starts at the School, you shall give written notice to that effect prior to the first day of the term immediately preceding the term in which child was due to start. If such notice is received by the School by that time, the Acceptance deposit will be forfeited in accordance with Clause 2(b) above, but no further fees will be payable. Subject to the remainder of this Clause 2(c), if such notice is received on or after that date (or if no notice is received), a term's fees shall be payable and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term when your child was due to start and the School shall credit the Acceptance deposit (without interest) to such payment of the term's fees (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you.

## 3. School Fees

- a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.
- b) 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, subject always to the School complying with its duties under the Equality Act 2010.
- c) Each person who has signed the Acceptance Form is liable, individually and jointly, for the whole of the fees due and any supplemental charges. The School may expressly agree 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. A separate agreement with a third party does not release the persons who signed the Acceptance Form from liability where the third party defaults.
- d) Fees are invoiced termly in advance, except supplemental charges which may be payable termly in advance or arrears. Each invoice must be paid in full in cleared funds on or before the first day of the then forthcoming term.
- e) Where parents wish to pay fees in instalments, this will be subject to a separate agreement with the School Fees Plan.
- f) Those parts of the fees in respect of the Nursery which are covered by childcare vouchers shall fall due on the due dates for payment provided by the relevant voucher company.



- g) If your child has been awarded a scholarship for the senior school or a 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 Head, 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 Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If, within 14 days following the withdrawal of a scholarship or bursary, a child is withdrawn from the School, no fees in lieu of notice will be payable.
- h) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees or supplemental charges remain unpaid. We may make an interest charge on late payment of ½% on a weekly basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. We also reserve the right to recover payment of all costs, fees and charges reasonably incurred in pursuing you for unpaid fees. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees or your payment history.
- i) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term.
- j) Fees and any supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations, no reduction of fees will be made.
- k) We reserve the right to exclude any of your child(ren) for non-payment of any fees due. We will give you 3 days' notice of a decision to exclude in these circumstances. Where fees remain unpaid and your child(ren) remain(s) excluded for more than 28 days, your child(ren) will be deemed withdrawn from the School without a term's notice. Fees in lieu will be payable in accordance with Clause 4(a).

## 4. Notice Requirements

- a) If you wish to:
  - i. withdraw your child from the School (other than at the normal leaving date); or
  - ii. withdraw your child from an activity charged as supplemental, you shall either give a full term's notice to that effect or shall pay to the School a term's fees or charges (as applicable) 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 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 full term's notice had been given.
- c) You are expected to consult with the Head before giving notice to withdraw your child from the School.
- 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. School Rules

- a) It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- b) The School may undertake drugs testing of pupils in accordance with any drugs policies with the aim of safeguarding the health and safety of all pupils.
- c) 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 School Rules.
- d) A list of School Rules can be found in the Parent Handbook on the Parent Portal.

## 6. Disciplinary Procedures

- a) The Head may at any time 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 Head the removal is in the School's best interests or those of your child or other children.
- b) The Head may at any time in her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child if you are in material breach of these terms and conditions or if the behaviour of you or either of you is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- c) Should the Head exercise 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 Acceptance deposit will be forfeited. Fees in lieu of notice will not be payable in such circumstances.
- d) Expulsion or withdrawal (whether required or not) will bring this agreement to an end upon the date of expulsion or withdrawal (as the case may be), without prejudice to any continuing obligation or remedy of either party.
- e) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- f) The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 6. Disciplinary matters and a review of a decision to expel or remove your child is governed by the School's Exclusions, Suspensions and Required Removal Policy. This policy applies to your child whenever they represent the School or are in the School's care, irrespective of whether they are on or off School premises.

## 7. The School's Obligations

- a) Subject to these terms and conditions (including, in particular, your continued payment of the fees), the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of her GCSE year. The School shall not be obliged to permit your child to progress throughout the School unless satisfied that it is appropriate to do so having regard to your child's academic attainments and all other relevant circumstances. The Head will consult with parents if she does not consider it to be appropriate for your child to progress to the next stage of the School.



- b) Continued progression throughout the School will not usually require parents to enter into a new contract for educational services.
- c) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of your child's education and welfare. This obligation will apply during school hours (which are determined by the school from time to time) and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. The Head is authorised generally to take decisions in good faith to safeguard and protect your child's welfare.
- d) 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. You acknowledge that risk of physical injury can not be eliminated.
- e) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you, the Head shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by an appropriately qualified doctor (including anaesthetic or operation).
- f) You authorise the Head to obtain a medical opinion of your child's health, where she considers it to be in the best interests of your child and/or members of the School.
- g) The prospectus and School website are not part of any contractual agreement between the parents and the School and you confirm that you have not relied on their contents in entering into these terms and conditions.
- h) 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 Head the School cannot provide adequately for your child's special educational needs, subject always to the School's obligations under the Equality Act 2010.
- i) We recognise that your child, if of sufficient age and maturity, has certain legal rights including entitlement to insist on confidentiality. The School will observe these rights which may take precedence over parents' rights.
- j) The School acknowledges that you are entitled to receive relevant information about your child unless the School considers there to be reasons for withholding relevant information from you, including the safeguarding and promoting of your child's welfare.
- k) Religious observance at the School shall be conducted in accordance with the School Rules.

## **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) 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 (at its own discretion) due to a health risk either presented by your child to others or presented to your child by others or by reason of 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 School determines that the health risk has been averted. In such circumstances we shall be entitled 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 in breach of School Rules.
- g) If you have cause for concern as to a matter of safety, care or progress of your child you must inform the School without delay. Such concerns or complaints should be made in accordance with the School's Complaints Procedure.
- h) You must inform the Head if your child is residing with someone other than you during term time. If both parents are to be absent from the child's home for more than 24 hours, you must notify the School of the person with care of your child.
- i) Parents are legally responsible, individually and jointly, for fulfilling their obligations under these terms and conditions.

## 9. Insurance

- a) 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. Your child is included in an obligatory personal accident insurance scheme, the cost of which shall be charged as included to the fees.

## 10. Confidentiality and References

- a) You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take 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 or correct statements of fact contained in any reference or report given by us.



- b) You consent to us making use of information relating to your child whilst he or she is at the School (including photographs and video recordings) and after he or she has left for the purposes of:
  - i. promoting the School to prospective pupils, including through the School's prospectus (in whatever format or medium) and website;
  - ii. managing relationships between the School and current pupils; providing references; and
  - iii. communicating with the body of former pupils.
  - iv. If you wish to limit or to object to such use, you should notify the Head in writing.
- 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 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.
- d) The School will process personal data about you and your child in accordance with the Data Protection Act 1998.

## 11. Intellectual Property Rights

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

## 12. Changes in Ownership etc

- a) 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.

## 13. Force majeure (i.e. circumstances beyond your or our control)

- a) Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable 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). In such circumstances the affected party shall be excused from performing their obligations under this contract, provided that if the period of delay or non-performance continues for six months, the party not affected may terminate this agreement by giving seven days' written notice to other party.

## 14. Communications

- a) 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. Notices will not be accepted by the School if sent by email.

## **15. Amendments to Services**

- a) 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 (including, but not limited to, providing such education remotely whilst your child remains at home, for example, where the School is required to close the School premises), and we reserve the right to do so. We will give parents reasonable 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.

## **16. Interpretation**

- a) 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**

- a) 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**

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