

St. Joseph's Preparatory School

Terms and Conditions



'School' means St Joseph's Preparatory School as now or in the future constituted.

'Head teacher' The Head teacher is the person appointed by the school to be responsible for the pupil and includes those to whom any of the duties of the Head teacher or the school have been delegated.

'Pupil' means the pupil named in the Acceptance Form.

'Term' means each of the three terms in the School year – Autumn, Spring and Summer. The duration of a term and the time when it starts and ends are at the discretion of the Headteacher. The School Year is deemed to start on 1st September.

'Fees' means School Fees at the rate, which is set from time to time, and current at the start of each term together with any extras.

'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 actually received by the Head teacher at the school address. No other notice will suffice. Notices must be hand delivered or sent by recorded or guaranteed delivery post to the School address. Notices via e-mail or Fax will not be accepted.

'A Term's Notice' means given before the first day of term and expiring at the end of that term.

'Provisional Notice' is valid only for the term in which it is given and only when written and accepted in writing by the Headteacher.

'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.

'The Parent/s' are those who have parental responsibility and those referred to at clause 1 of these terms and conditions. Parents are expected to give their support and encouragement to the aims of the School (the aims of the school are contained in the school prospectus) and to uphold and promote its good name and its Catholic Ethos; to support the pupil's education at home and to ensure that the pupil maintains appropriate standards of punctuality, language, discipline, behaviour and dress.

The Fee's List is the notification sent out to all parents before the start of the academic year stating all fees for that forthcoming year.

The Standard Terms and Conditions

We believe that these standard Terms and Conditions reflect the customs and practice of independent schools for many generations. The rules about change and about notice and fees in lieu of notice and the other rules set out below are provided in good faith. They promote stability, forward planning and the proper resourcing and development of the School. They also help to protect parents from increases in fees and liabilities caused by the defaults of others. Any waiver is effective only if given in writing to the Headteacher personally. **The Fees List** and the School Rules, as varied from time to time, are part of those Terms and Conditions. Nothing in these Terms and Conditions affects the statutory rights of parents.

Aims The aims of the school are detailed in the Prospectus. In short the school aims to strike the balance between academic and practical work physical education, moral spiritual and cultural development and the pursuit of leisure activities. We are committed to high standards of teaching and care and welcome parental contact. The school is a Christian environment in which pupils are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.

1. Entry to School

• Formal Agreement

The offer of a place and the parents' acceptance are set out in a letter of offer from the School and the prescribed Acceptance Form signed by the parents, which together constitute a formal agreement. The agreement is made on the basis of these Terms and Conditions, which may be varied from time to time as circumstances require. In entering this agreement the parents consider it to be both necessary and of benefit to the pupil to attend the School. Entry to the School is at the discretion of the Headteacher and Governors.

• School Rules and Discipline

We attach importance to courtesy, integrity, manners and good discipline. The pupil is expected to take a full part in the activities of the school, to attend punctually on each school day and to comply with the Schools Rules. Each pupil and parent is given a copy of the prospectus, which contains information about the ethos, and rules of the school.

- Termination by the School** – The school may terminate this agreement on one term's written notice.

2. Registration Fee and Deposits

• Administration Fee

This is payable at the time of original application and will not be refunded under any circumstance.

• Registration Fee

The amount of the deposit is £350 for the School, which will be repaid (less any accounts or charges) on leaving. Until the pupil leaves, the School has the right to apply deposits to all proper purposes of the School and/or to any unpaid account of pupils within the same immediate family. Interest will not accrue on the deposits and the deposit will not be refunded in the case of absence through sickness.

• Canceling Acceptance

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

3. Fees and Extras

- **Items Covered**

Fees cover the normal curriculum activities and tuition with most books and stationery. Other items incurred by the School or the pupil may be charged as Extras. The pupil is for these purposes the agent of the parents. Damage done by a pupil, other than fair wear and tear, may be separately invoiced and must be paid as an extra.

- **Fees**

Fees are payable on the first day of term.

- **By whom payable**

The liability to pay fees is the joint and several liability of each person who has signed the Registration Form as father, mother, step-parent or guardian, having legal or de facto responsibility for the pupil.

- **Payment of fees by a third party**

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

- **Installment Arrangements**

An agreement by the School to accept payment of fees by standing order or direct debit or any other arrangement for payment of fees by instalments will cease automatically in the event of any default for 30 days or more. On ceasing, the full amount of fees then due shall be payable forthwith as a debt and interest will start to accrue.

- **Refund and Appropriation of Fees**

Fees including pre-paid consumables (whether or not consumed) will not be remitted for absence through sickness or any other cause. In particular, no claim shall arise for remission of fees if for any reason a term is shortened or a vacation extended. The School reserves the right of appropriation of all payments that are made on behalf of pupils belonging to the same immediate family.

- **Review of Fees**

Fees are normally reviewed once per year. Any increase in fees will usually be upon three months notice but the right is reserved to increase fees at any time without notice and without any other of the terms and conditions being affected.

- **Withdrawal from the School**

A term's notice must be given before a pupil is withdrawn from the School or a term's fees in lieu will be due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled. The School Year is deemed to start on 1st September in each year. The main reason for these rules is to ensure that the School has sufficient notice with which to plan fee levels, other resources and the curriculum.

4. Recovery of Unpaid Fees

- **Interest** - whether or not the pupil has been excluded the right is reserved to charge interest at 1.5% per month on unpaid fees including any fees in respect of which an installment has been terminated.

- **Costs** - all costs incurred in the collection of unpaid fees including the School's administrative costs and any costs and any costs and disbursements paid to solicitors acting on behalf of the school shall be recoverable in full.

5. Insurance

- **Personal Property** - parents are required to make certain that their own insurance will cover the pupil's personal property whilst at the School or on the way to and from School or on any School sponsored activity away from the School.

- **Non Agency** – the School does not undertake to provide or maintain any insurance covers beyond those prescribed by Law and in no circumstances will the School be constituted agent of the parents for insurance purposes. Parents must in each case satisfy themselves that the pupil has the cover required.

- **Court Orders and Precautions**

The Headteacher must be notified in writing immediately of any court orders in relation to the child for example as to parental responsibility, residence, contact, prohibited steps, specific issues of periodical payments. It is the responsibility of the parent to inform the Headteacher immediately and in writing and by a personal visit in case of urgency if the School is required to take any special precautions for the protection of the pupil.

6. Miscellaneous Conditions

- **Contact Telephone Number**

The School requires at all times, in writing, the name, address and telephone number for contact of parents or an adult to whom parental responsibility had been delegated in loco parentis. The school is to be notified immediately of any changes to the information provided.

- **Medical Conditions**

The head teacher may at any time require a medical opinion or certificate as to the pupils' general health. Parents must inform the Head teacher in writing if the pupil has 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.

- **Conduct of School**

The Headteacher is responsible for the care and good discipline of pupils whilst they are in the charge of the School or its staff, and for the day-to-day running of the School and the curriculum. The Head is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of School discipline and removal or expulsion under the clause below.

- **Removal of a Pupil**
Removal at the request of the School – parents may be required during or at the end of a term to remove the pupil without refund of fees, temporarily or permanently from the School if, after consultation with a parent, the Headteacher is of the opinion that the conduct of the pupil has been unsatisfactory or if the pupil, in the judgement of the Head, is unwilling or unable to profit from the educational opportunities offered (or a parent has treated the School or members of staff unreasonably) and in any such case removal is considered to be warranted. The Registration Fee will be refunded in the event of removal from the School and fees in lieu of notice will not be charged but all outstanding fees will be payable in full.
- **Expulsion of a Pupil**
A pupil may be expelled at any time if the Headteacher is reasonably satisfied that the pupil's conduct has been prejudicial to good order or school discipline or to the reputation of the School. The Headteacher will act fairly and in accordance with the procedures of natural justice and will not expel a pupil other than in grave circumstances. There will be no refund of fees following expulsion (and all unpaid fees must be paid). The Registration Fee will not be refunded /credited; but fees in lieu of notice will not be charged.
- **Discretion of Head**
The decision to exclude, suspend or require removal or expel a pupil and the manner and form of any announcement shall be in the sole discretion of the Headteacher. In no circumstances shall the School or its staff be required to divulge to parent/s or others any confidential information or the identities of pupils or others who have given information which has led to suspension, the requirement to remove or expulsion, or which the Headteacher has acquired during an investigation.
- **Review**
In the event of expulsion or of a pupil's removal being required, the Headteacher will advise parents of the procedure under which a written application for a review of the decision may be made.
- **Access**
A pupil who has been withdrawn, excluded, suspended, removed or expelled from the School has no right to enter the School premises without the written permission of the Headteacher.
- **Special Educational Needs**
The School carefully wishes to monitor each pupil's progress and each term, parents will receive a report either in writing or at a meeting with teachers. Parents will be notified if the School is concerned about the progress of a pupil. The School does not undertake to diagnose conditions such as those commonly referred to as dyslexia, dyscalculia, attention deficient disorder or poor visual activity. The School will, on request, advise parents as to how they may, at their own expense obtain specialist advice.
- **Variations**
The School may in its discretion and on such notice (if any as the School considers reasonable) vary any or all of these and its other Terms and Conditions from time to time. The School reserves the right to make reasonable changes at any time to the way in which the School is run, to the situation of the School and any part of it and to any aspect of the School without reduction in fees. Parents will be given adequate notice of any significant proposals or changes of policy included in these Standard Terms and Conditions.
- **Proper Law and Forum**
The Proper Law of this Agreement shall be that of England and the parties shall submit to the jurisdiction of the English Courts.
- **Prospectus**
The prospectus describes the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of printing, the prospectus is not part of any agreement between the parents and the school. Parents wishing to place reliance on a matter given in the prospectus should seek written confirmation of that matter before entering this agreement.