



# Terms and Conditions

16th March 2018

Mission Statement: To maximise the potential of our children through partnership, within a challenging and supportive Christian community.

## 1. INTRODUCTION

1.1 These terms and conditions reflect the custom and practice of independent schools, and are intended to promote the education and welfare of each Pupil and the stability, forward planning and development of the School and Nursery. Together with the Parent Handbook, any letter of offer and any acceptance form signed by the Parents, these terms and conditions form the legally binding contract for educational services made between the Parents and the School and Nursery in relation to the Pupil.

1.2 Your attention is drawn to the provisions of paragraph **10 Fees and 11 Termination**.

## 2. DEFINITIONS AND INTERPRETATION

In these terms and conditions the following words and expressions shall have the following meanings:-

**“Academic Year”** means the year in which the school is open to teach Pupils which currently runs from September to the following July in each year.

**“Application for Admission”**  
the application by the Parent seeking a place for the Pupil at the School

**“Acceptance Form”** the document produced by the School which, once signed, confirms acceptance of the School’s offer of a place at the School for the Pupil.

**“Admission”** occurs when Parents accept the offer of a place.

**“Fee” and “Fees”** where used in these terms and conditions include each of the following charges where applicable i) registration fee, ii) acceptance deposit, iii) tuition fees, iv) extras such as, but not limited to, uniform, music lessons, clubs and activities, trips and outings, v) late payment charges including interest. Each term’s fees accrue separately and the fees payable in respect of each term will be included in an invoice sent to the persons who signed the Acceptance Form or such other person(s) who from time to time are contractually liable to the School in respect of the fees.

**“Handbook”** the handbook of the School entitled “Parents & Carers” - a selection of information designed to help families settle into the routine of school life at Mylnhurst.

**“Headteacher”** the Headteacher of the School or the person who is the acting Headteacher

**“Notice”** notice in writing.

**“Parent(s)” or “you”** includes parents and/or guardians of a Pupil and/or any person who has signed the acceptance form and/or has accepted responsibility for a child’s attendance at the School.

**“Pupil”** a child who attends the School.

**“the School”** Mylnhurst Preparatory School and Nursery.

**“Term”** a period or periods in the Academic Year as notified from time to time which currently run from :  
September to December ( Autumn Term)  
January to Easter ( Spring Term)  
Easter to July ( Summer Term)

**“Term’s Notice”** means written notice given before the first day of a term and expiring at the end of that term.

## 3. APPLICATION FOR ADMISSION AND ENTRY

**3.1 Registration and Admission:** Applicants will be considered as candidates for admission and entry to the School when the Application for Admission has been completed and returned, and the non-refundable registration fee paid. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the time.

**3.2 Offer of a Place and Acceptance Deposit:** An acceptance deposit of such amount as may from time to time be determined by the School will be payable when the Parents accept the offer of a place. The acceptance deposit will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School when the Pupil leaves the School subject to 11.4 and 11.6. Until credited, the acceptance deposit will form part of the general funds of the School.

**3.3 Direct Debit Mandate:** The Pupil may not join the School until the Parents have returned to the School a duly completed direct debit mandate, or

**3.4** The Parents may pay by bank transfer **before the first day of the Term for which the fees are due**. Payment in cash or by cheque is not acceptable.

## 4. ATTENDANCE

4.1 Unless the School is negligent or in breach of its statutory duty it is not able to accept responsibility for the welfare and safety of Pupils who arrive before the start time period of the school day and for those Pupils who depart after the specified time at the end of the school day. You will be advised of those specified times which will apply from time to time unless special activities are organised outside these specified times in which case you will be advised.

4.2 No Pupil may leave the School during school hours without your agreement and that of the Headteacher.

4.3 Attendance at the annual Prize Giving held during the Summer Term is compulsory.

## 5. CORRESPONDENCE

5.1 All academic correspondence should be addressed to the class teacher or to the Headteacher.

5.2 All financial correspondence should be addressed to the finance department.

## 6. UNIFORM

Pupils are required to attend School dressed in the correct school uniform.

## 7. PROPERTY

7.1 All clothing and personal property of Pupils should be clearly marked with their name. No valuables should be brought into School and unless the School is negligent or is in breach of a statutory duty it takes no responsibility for the loss of personal property.

7.2 Pupils and Parents are responsible for the safe use and security of any property lent to them by the School and undertake to return such property in its original condition when the Pupil leaves the School.

7.3 **Personal Data:** The Parents for themselves and on behalf of the Pupil authorise the School to process personal data (including financial and sensitive personal information) as is deemed necessary for the legitimate purposes of the School. The School will process personal data about the Parents and the Pupil in accordance with the Data Protection legislation in force at the time.

## 8. JEWELLERY

Watches may be worn in Preps 5 and 6 only. All other jewellery must be worn in accordance with the regulations set out in the School Handbook.

## 9. PARKING

9.1 Cars are strictly prohibited from parking or driving within the School grounds.

9.2 In the interests of road safety and good neighbourliness Parents are reminded that when collecting and delivering Pupils to and from School they need to exercise care and consideration for others when parking. Yellow and zig zag lines outside the School entrances must be kept clear at all times.

## 10. FEES

10.1 The fees determined by the School from time to time are payable by Parents **on or before the first day of the Term for which they are due**. Subject to clause 10.5 the School reserves the right to refuse entry to any Pupil until the proper fees have been paid in full. The Parents are not deemed to have paid a sum to the School until the School is in receipt of the cleared funds in its bank account.

10.2 The costs of school lunches are included in the fees charged, and such lunches are compulsory.

10.3 As long as payment is made by the due date for payment, the School operates a reduction in fees scheme for the second or any subsequent siblings of a Pupil attending the School at the same time in accordance with the fee schedule published from time to time.

10.4 Although not obliged to do so, in its discretion the School may allow the fees for a whole Academic Year to be paid by twelve monthly instalments by **Direct Debit**. The School will charge an administration fee of £24 for this facility which will be included in the first payment to be made. The facility for payment by direct debit may not be available to Parents who have previously defaulted on the payment of fees due.

10.5 **Instalment Arrangements:** An agreement by the School to accept the payment of Fees by instalments is concessionary and may be terminated by the School in the event of default for thirty days or more. On termination, the full amount of Fees then due shall be payable forthwith as a debt.

10.6 **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only.

10.7 **Joint and Several Liability:** Each person who has signed the Acceptance Form is jointly and severally liable for the whole of the Fees. The persons who have signed the Acceptance Form remain liable to the School for the Fees, unless the School has expressly agreed in writing with the persons who signed the Acceptance Form to look exclusively to any other person for payment of the Fees.

10.8 **Warranty:** The Parents believe that they are able to pay the Fees and confirm that they are not in arrears in paying fees to any other school or educational establishment. The Parents must notify the School if they become aware of circumstances which may prevent them from promptly paying the Fees. The School reserves the right to carry out credit reference checks in respect of the Parents (including by making enquiries of other schools) and the Parents agree to sign any documentation and give any consents required for this purpose. The School further reserves the right to inform other schools of unpaid Fees should the Pupil(s) be transferred and enquiries be made of the School.

10.9 **Money Laundering:** The School may be required in some circumstances to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees. For the avoidance of doubt, the School cannot accept payment of Fees in cash.

10.10 **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 the Parents.

**10.11 Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent or other relative) to pay the Fees or any 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 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.

**10.12 Late Payment Charges:** If Fees are paid later than the due date then the School, without affecting any other right it may have, may charge an administration fee of £25 and interest (both before and after any judgement) on the amount unpaid at a rate of 4% per annum above the current base rate of National Westminster Bank plc or such other clearing bank as it shall nominate from time to time until payment is made in full.

**10.13 Fee Increases:** The School reserves the right to increase Fees from time to time by giving to Parents Notice of at least twenty eight days plus one Term of the date upon which the increase is to take effect. The increase will only take effect at the beginning of a Term. If Parents decide that in the light of any increase in Fees they wish to withdraw a Pupil from the School the Parents will then have at least one month to find an alternative school for the Pupil.

## 11. TERMINATION

**11.1 Term's Notice:** A Term's Notice must be given **in writing** if the Parents wish

- i) to cancel a place which they have accepted;
- ii) to withdraw the Pupil after entry.

**Notice must be addressed to the Headteacher. The Parents are reminded that a "Term's Notice" means written notice given before the first day of a Term and expiring at the end of that Term.**

**11.2** 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 but not cancelled, a Term's Fees will be payable** less the deposit which will be credited to the Parents' account.

**11.3** Parents who cancel their acceptance of a place **on more than a full term's notice before entry** will not be required to pay Fees in lieu of notice. In these circumstances, the deposit will be refunded to the appropriate party.

**11.4** If the Pupil is withdrawn **on less than a Term's notice, Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the Term in question.** In these circumstances, the deposit **will not** be credited to the Parents' account.

**11.5** The charge to Fees in lieu of notice in paragraphs 11.2 and 11.4 above is necessary to promote stability, to enable the School to plan its staffing and other requirements and to enable the School to maintain its academic and cross curricular standards.

**11.6** If the Pupil is **suspended from the School for fourteen consecutive days by reason of non payment of Fees by the Parents, the Pupil will be deemed to have been withdrawn by the Parents without notice on the expiry of the fourteen day period unless the School agrees otherwise.** In these circumstances, a Term's Fees in lieu of notice will be payable by the Parents, and the deposit **will not** be credited to the Parents' account.

## 12. FORCE MAJEURE

If the provision of teaching services is prevented or delayed by causes beyond the School's control (including fire, war, civil disorder, industrial dispute, acts of Government, acts of God and outbreaks of disease) teaching may be suspended by the School on giving notice in writing to the Parents.

## 13. EXCLUSION

Pupils will not be excluded otherwise than by the Headteacher. The Headteacher will exercise this power only for a serious breach or repeated breaches of the school rules in accordance with the Behaviour and Discipline Policy.

## 14. IN CASE OF EMERGENCY

Unless the School receives written authorisation to the contrary, it shall administer emergency medical treatment (e.g. CPR) if Parents cannot be contacted in time for prior consultation. All administration of treatments and medicines is in line with the School's First Aid Policy which is available for viewing via the School website or through the school office.

## 15. AMENDMENTS

These Terms and Conditions shall continue to apply during the period a Pupil attends the School. These Terms and Conditions and the Handbook may be amended by the School from time to time as it shall think fit but no amendment shall take effect until notice of such amendment has been given to Parents and such amendment shall only take effect from a date not less than one Term from the date of the notice.

## 16. GENERAL CONTRACTUAL MATTERS

**16.1 Legal Contract:** The offer of a place and its acceptance by the Parents gives rise to a legally binding contract between the School and the Parents.

**16.2 Jurisdiction:** The contract is governed exclusively by English law.