



Terms and Conditions

1st January 2025

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 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 in relation to the Pupil.

1.2. Your attention is drawn to the provisions of clauses **9 Fees and 10 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.

“**Deposit**” has the meaning set out in clause 3.2.

“**Fee**” and “**Fees**” where used in these terms and conditions include each of the following charges where applicable i) registration fee, ii) Deposit, iii) tuition fees, iv) school lunches, (v) extras such as, but not limited to, uniform, music lessons, clubs and activities, trips and outings, and vi) 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 (which includes email).



“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.

“VAT” means value added tax or any equivalent tax chargeable in the UK.

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 £300, or such other amount as is stipulated by the School, will be payable when the Parents accept the offer of a place at the School (the **Deposit**). The Deposit shall be payable within 5 days following the School's notification to you that it is owed. If the Deposit is not paid in accordance with this paragraph 3, the School does not guarantee a place for a Pupil. The 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 at the end of Prep 6. For the avoidance of doubt, the Deposit will not be repaid in any other circumstances. Unless and until credited, the Deposit will form part of the general funds of the School.
- 3.3. **Payment method:** The Pupil may not join the School until the Parents have either (i) returned to the School a duly completed direct debit mandate; or (ii) paid by bank transfer **before the first day of the Term for which the fees are due**. For the avoidance of doubt, 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 without limitation 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.
- 7.4. 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 Handbook.

8. PARKING

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



- 8.2. 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.

9. FEES

- 9.1. 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 9.5 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.
- 9.2. All Fees and any other amounts payable under these terms and conditions are exclusive of amounts in respect of VAT and any other taxes that may be payable from time to time, and you shall be liable to pay said VAT and/or any other taxes to the School at the prevailing rate.
- 9.3. The costs of school lunches are included in the fees charged, and such lunches are compulsory.
- 9.4. 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.
- 9.5. 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.
- 9.6. **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.
- 9.7. **Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the School on account only.
- 9.8. **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.



- 9.9. **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 without limitation 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.
- 9.10. **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.
- 9.11. **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.
- 9.12. **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.
- 9.13. **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 8% 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. The School are also entitled to claim all costs, disbursements, fees and charges including legal fees and costs reasonably incurred by the School in recovery of any unpaid fees regardless of the value of the School's claim.
- 9.14. **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.
- 9.15. **Withdrawal of a Pupil in response to a Fee Increase:** Following receipt of Notice pursuant to clause 9.14, Parents have twenty-eight days to decide whether they wish to withdraw a Pupil from the School in response to the impending Fee increase. If Parent(s) decide to withdraw their child from the School, a Term's Notice must be given to the School in accordance with clause 10.1 below. If no Notice is served pursuant to



this clause **9.15** during the twenty-eight-day period, Parents will be deemed to have accepted the impending Fee increase.

10. TERMINATION

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

- 10.1.1. to cancel a place which they have accepted;
- 10.1.2. to withdraw the Pupil after entry.

A Notice served under this clause 10.1 must be addressed to the Headteacher of the School, and shall be:

- delivered by hand or by pre-paid first-class post or other next working day delivery service at the School's registered address; or
- sent by email to the following address: headmaster@mylnhurst.co.uk.

Any notice shall be deemed to have been received:

- if delivered by hand, at the time the notice is left at the proper address;
- if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second business day after posting; or
- if sent by email, at the time of transmission, or, if this time falls outside School opening hours, when school opening hours resume.

This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

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.

10.2. 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.**

10.3. 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.

10.4. 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** which follows the term in which the Pupil is withdrawn. By way of illustrative example, if a Pupil is withdrawn on less than a Term's Notice during the Summer Term, in addition to payment of the Fees for said Summer Term, Fees for the subsequent Autumn Term will also be payable in accordance with this clause **10.4** in lieu of notice.



- 10.5. The charge of Fees in lieu of notice pursuant to clauses **10.2, 10.4** and **10.6** 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.
- 10.6. 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.

11. FORCE MAJEURE

If the provision of teaching services is prevented or delayed by causes beyond the School's control (including without limitation 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.

12. 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.

13. 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.

14. AMENDMENTS

- 14.1. 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.
- 14.2. If there are any inconsistencies or conflict between the terms of these terms and conditions and the Handbook, these terms and conditions shall take precedence.

15. GENERAL CONTRACTUAL MATTERS

- 15.1. 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.



15.2. Jurisdiction: The contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales. Both the Parents and the School irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation.