

STANDARD TERMS AND CONDITIONS

1. **The Nursery**
The Nursery is Rivington Park Independent School & Nursery . It is assumed that a pupil will, subject to conduct and academic ability, progress through the Nursery and complete the final year in pre-school.
 - A) **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 Nursery have been responsibly delegated.
 - B) **The Parents** are those who have parental responsibility for the pupil and these referred to at clause 4 c) of these standard terms and conditions individually and jointly. Parents are expected to give their support and encouragement to the aims of the nursery and to uphold and to promote its good name.
 - C) **Our Aims:** The aims of the Nursery are described in the Brochure. In addition the Nursery aims to strike the balance between academic and practical work, physical education, moral and spiritual development and the pursuit of leisure activities. We are committed to high standards of teaching and care and we welcome parental contact. The Nursery is an 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.
 - D) **Changes at the Nursery** A successful nursery must initiate and respond to change. The offer of a place and its acceptance are given on the basis that, in the interests of the nursery as a whole, reasonable changes may be made from time to time to these standard terms and conditions., to the size and location of the nursery, to its premises and facilities, to the academic and games curriculum and structure and composition of classes and the way the nursery is run, to the rules and disciplinary framework, to the length of school terms and the length of the nursery day and to any other aspect of the nursery. Fee levels will be reviewed each year and their will be reasonable fee increases from time to time. If the ownership or legal status of the School or Nursery changes, the School or Nursery's rights and obligations under the standard terms and conditions will be deemed assigned to the new entity. Parents would be consulted and/or given adequate notice of any significant proposals or change of policy likely to affect the school or Nursery community as a whole.
 - E) **The Standard Terms and Conditions.** We believe that these standard terms and conditions reflect the custom and practice of independent schools over many years. The rules about change and about notice and fees in lieu of notice and the other rules set out are provided in good faith. They promote the stability, forward planning, proper resourcing and development of the nursery. 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 by the Head Teacher personally. The *Fees List* and the *Codes of Conduct*, as varied from time to time, are part of these Terms and Conditions. Nothing in these standard terms and conditions affects the statutory rights of parents or pupils.

2. **Care and Good Discipline**
 - A) **Parents' Authority:** The parents authorise the Head Teacher while *in loco parentis* or acting on behalf of a pupil who has reached the age of 16, to take and/or authorise in good faith all decisions that safeguard and promote the pupil's welfare. Parents give consent to such physical contact as may be lawful, appropriate and proper for teaching and for providing comfort to a pupil in distress or to maintain safety and good order or in connection with the pupil's health. (Corporal punishment is *not* used). The Head Teacher may also consent on behalf of the parents to the pupil receiving emergency medical treatment including blood transfusions within the united Kingdom, general anaesthetic and operations under NHS or at a private hospital, where certified by a person who is appropriately qualified, necessary for the pupil's welfare and if parents cannot be contacted in time. The Head Teacher to give regard to the consents and permissions agreed to by parents of Nursery children on admission or subsequently notified.

3. **Admission and Entry to the Nursery**
 - A) **Registration:** Pupils will be considered as candidates for admission and entry to the Nursery when the Registration Form has been completed and returned to us and the non-returnable registration fee paid. Admission and entry will be subject to the availability of a place and the pupil satisfying the admission requirements at the time. The school operates an equal opportunities policy.
 - B) **Offer of a place:** If, in due course, a place is offered, this will be confirmed in writing by the Head Teacher to the parents.

4. **Fees and Extras**
 - A) **Items Covered:** *Fees* cover the normal curriculum including class music, drama and games together 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 agent of the parents. **Damage** done by a pupil, other than fair wear and tear, may be separately invoiced and must be paid for as an extra.
 - B) **Payment of fees and extras:** Each invoice must be paid in accordance

- Conduct and Attendance:** We attach importance to courtesy, integrity, manners and good discipline. Parents warrant that the pupil will take a full part in the activities of the school, will attend each school day, will be punctual, will work hard, will be well behaved and will comply with the Codes of Conduct about the wearing of uniform. All pupils will receive health and life skills education appropriate to age in accordance with the curriculum from time to time.
- The Pupil's Health:** The Head Teacher may at any time require a medical opinion or certificate as to a pupil's general health. The age of the pupil will be calculated in accordance with UK custom. Parents will be asked to complete a form of medical declaration concerning the pupil's health and must inform the head teacher in writing if the pupil develops any known medical condition, health problem or allergy or will be unable to take in part in games or sporting activities or has been in contact with infectious diseases.
- Conduct of the School:** The Head Teacher is responsible for the care and good discipline of pupil's while 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 Teacher 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 clause 6 below. The Head Teacher Is not responsible, unless negligent, for a pupil who is absent from school in breach of school discipline. It is a condition of remaining in school that parents and the pupil (including a pupil aged 16+) accept the school regime and the Rules (in so far as they are lawful and reasonable) as to appearance and dress, and the rules of school discipline that apply from time to time.
- The Codes of Conduct:** Each school pupil is supplied with a copy of the Codes of Conduct giving information about the ethos, activities and rule at the School. The purpose of the Codes is to help every pupil to know what is expected and to encourage courtesy and consideration for others. Each pupil *and parents* should read the Codes.

-dance with the terms on the fee account. A pupil may be excluded from the Nursery at any time when fees are unpaid and will be *deemed withdrawn* without notice 28 days after exclusion. (Then a calendar months fees in lieu of notice will be payable) The School is agent only in respect of any goods and services which are supplied by a third party via the School to parents or pupils. Fees will not be waived or refunded for absence through sickness.

C) **Responsibility for payment:** Fees are the joint and several responsibility of each person who has signed the Childcare Agreement Form or who has parental responsibility for the pupil or has paid any fees or has returned the pupil to school or given instructions in relation to the pupil. The school may withhold information or property while fees are unpaid.

D) **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 and signed by the Head Teacher. The school reserves the right to refuse a payment from a third party. All such payments are accepted in good faith.

E) **Late Payment:** Where the Nursery fees have not been received by the THIRD WORKING DAY OF THE MONTH ongoing charges in relation to overdue invoices will be levied comprising simple interest calculated on a daily basis at 1.5% per month and all administrative and legal costs in relation to any sums that are unpaid by the due date. It is agreed that the amount of all late payment charges should reflect the commercial rates that would be applied by financial institution in a case of unauthorised and unsecured borrowing. Such charges will be recoverable by action if necessary. The cost of recovery and enforcement action is also recoverable. Cheques delivered at any time after the first day of term will be presented immediately and will not be considered as paid until cleared. Any sum tendered that is less than the sum due and owing may in event only be accepted by the school on account only. The contents of clauses 4 and 5 of these terms and conditions are intended to protect those parents who pay fees on time and to safeguard the School against the consequences of the defaults of others.

F) **Instalment arrangements:** These arrangements are only possible by prior arrangement with the school which will charge a service fee which is currently 3% for organising and administering the WEEKLY payment system.

5 Events requiring Notice in Writing

A) Definitions

Notice to be given by parents means (unless the contrary is stated in these terms and conditions) a CALENDER MONTHS written notice addressed to and actually received by the Head Teacher with a copy sent to the Financial Administrator. No other notice will suffice. Notices must be hand delivered or sent by special or guaranteed delivery posted to the school address.

'Term' means the period between and including the first and last days of each school term.

'A Term's Notice' means notice given before the last day of the term preceding the final term to be attended or treated in lieu of notice. Last day to receive notice is as follows:

Final day of Autumn Term to leave last day of Spring Term.

Final day of Spring Term to leave last day of Summer Term.

Final day of Summer Term to leave last day of Autumn Term in the following academic year.

'Fees in lieu (of notice)' means fees in full for the MONTH of notice at the rate that would have applied had the pupil attended. Where parents are admitted on the TERM TIME only childcare service. A full Terms notice or fees in lieu of notice are required.

B) **Cancelling Acceptance:** A Month's fees will be immediately 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 nursery

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 of notice.

Withdrawal from Nursery: A CALENDER MONTHS notice must be given before a pupil is withdrawn from the Nursery or a calendar month's fees in lieu will be immediately due and payable as a debt at the rate applicable at the date of invoice whether or not the place can be filled. The pupil's decision to withdraw from the school shall, for these purposes, be treated as a withdrawal by the parents. The School Year is deemed to start on 1st September 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.

Discontinuing Extra's: A term's written notice is required to cancel music lessons or lessons in respect of private tuition.

Notice by the School: The school may terminate this agreement on one month's written notice sent by ordinary post and otherwise under clauses 6a) and b) below.

6. Removal and Expulsion of a Pupil

Removal at the Request of the School: Parents may be required, during or at the end of term, to remove the pupil, without refund of fees, temporarily or permanently from the School if, after consultation with a parent, the Head Teacher is of the opinion that the conduct of the pupil has been unsatisfactory or if the pupil, in the judgement of the Head Teacher, is unwilling or unable to profit from the educational opportunities offered (or a parent has treated the School or members of its staff unreasonably) and in any such case removal is considered to be warranted. In the event of removal fees in lieu of notice will not be charged but all outstanding fees will be payable in full.

Expulsion: A pupil may be expelled at any time if the Head teacher is reasonably satisfied that the pupil's conduct (whether on or off school premises or in or out of term time) has been prejudicial to good order or school discipline or to the reputation of the School. The Head Teacher will act fairly and in accordance with the principles 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). Fees in lieu of notice will not be charged.

Discretion of the Head Teacher: The decision to exclude, suspend or require removal of/ or expel a pupil and the manner and form of any announcement shall be in the sole discretion of the Head Teacher. In no circumstances shall the School or its staff be required to divulge to parents 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 Head Teacher has acquired during an investigation.

Where notice has been provided by a parent of the intention to withdraw a pupil the school reserves the right to require the withdrawal to be effective immediately if, in the judgement of the Head Teacher, the conduct of either the pupil or parent is damaging to the school, other pupils or otherwise in the best interests of the parties concerned. In these circumstances fees in lieu of notice remain due.

The school reserves the right to terminate this agreement in circumstances where the conduct of a parent is deemed to be damaging to the school and its reputation. This severe sanction will not be implemented without prior warning from the school to the parent concerned about the precise nature of the unacceptable conduct and having extended an opportunity for the inappropriate action on the part of the parent to cease. In these circumstances if termination of this agreement is subsequently necessary the pupil is deemed to have been withdrawn with immediate effect and fees in due of notice are due in full.

Review: In the event of expulsion or of a pupil's removal being required, the Head Teacher will advise parents of the procedure (of which copies are available on request) 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 school premises without the written permission of the Head Teacher.

7. **General Conditions**

- A) **Special Precautions:** The Head Teacher needs to be aware of any matters that are relevant to the pupil's security and safety. The Head Teacher must therefore be notified in writing immediately of any court orders or situations of risk in relation to a pupil for whom special safety precautions may be needed. A parent may be excluded from school premises if the Head Teacher, acting in a proper manner, considers such exclusion to be in the best interests of the pupil or the school.
- B) **Leaving School Premises** A pupil is required to complete a signing out book providing details of mode of travel and the address and contact number where the pupil can be contacted when not at school premises. The School is not, however, able to prevent a pupil leaving school premises in breach of school rules and is not legally entitled to do so with a pupil aged 16+.
- D) **Residence during Term Time:** The Head teacher must be notified in writing immediately if a pupil will be residing other than with a person who has parental responsibility. **Absence of Parents:** When both parents will be absent from the pupil's home for longer than 24hrs, the school requires in writing, the name, address, and telephone number of the 24 hour contact of the adult to whom parental responsibility has been delegated *in loco parents*.
- E) **Liability and Insurance:** The School does not, unless negligent, accept responsibility for accidental injury or loss of property. The school undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of parents including insurance of the pupil's personal property whilst at school or on the way to or from school or on any school sponsored activity. The School is not an agent of the parents for any purpose related to insurance.
- F) **Pupil's Personal Property:** Pupils are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly marked with the owners name. A pupil may not bring any item of equipment on to school premises which runs off mains electricity.
- G) **Concerns/ Complaints:** Parents who have cause for serious concern to a matter of safety, care or quality of education must inform the Head Teacher without delay.
1. *They should, in the first instance discuss the matter with the Head Teacher who will investigate any concerns or complaints and ensure that they are resolved to the satisfaction of both parties*
2. *If the matter can not be resolved to the satisfaction of both parties, or the parents/ guardians wish for the matter to be reviewed, they should apply in writing to the Chair of Governors (details available from the school office).*
- D) **Progress Reports:** The School monitors each pupil's progress and parents will receive written reports each year.
- E) **Learning Difficulties:** Parents will be notified if it appears that formal assessment by an educational psychologist is advisable or if a pupil is falling behind with studies. Parents will be asked to withdraw the pupil without being charged fees in lieu of notice if, in the opinion of the head Teacher the School can provide adequately for a pupil's special educational needs.
- F) **Confidentiality:** The school will take care to preserve the confidentiality of all information concerning the pupil and parents. The parents, however, consent on behalf of themselves and the pupil to the School (through the Head Teacher, as the person responsible) obtaining, holding and communicating, on a 'need to know' basis, confidential information which, in the opinion of the Head Teacher, is material to the safety and welfare of the pupil and others, including a pupil aged 16 and over. The parents consent to the School communicating with any other school which the pupil attends or which the parents propose the pupil should attend about any matter concerning the pupil or the payment of fees, whether or not the information passing is also held in machine-readable form.
- G) **Examinations, Reports and References:** The School will enter a pupil's name for an examination if the Head Teacher is satisfied that such is in the best interests of the pupil. Information supplied to parents and others concerning the progress and character of a pupil and about examination, further education and career prospects and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. Where parents are separated or divorced, reports and other information will be sent to the person with whom the pupil normally resides. Duplicate reports will not be sent, except with the agreement of all those with parental responsibility.
- H) **Intellectual Property Rights:** The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of a pupil in conjunction with any member of staff of the School and/ or other pupils at the School for a purpose associated with the School. Any use of any such intellectual property rights by a pupil is subject to the terms of a licence to be agreed prior to the use between the pupil, his/her parents and the school. The School will allow the pupil's role in creation/ development of intellectual property rights to be acknowledged.
- I) **Brochure:** The brochure 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 brochure is not part of any agreement between the parents and the school. Parents wishing to place specific reliance on a matter contained within the brochure should seek written confirmation of that matter before entering this agreement.
- J) **Consumer Protection:** Care has been taken to use plain language in these terms and conditions and to explain the reasons for any of the terms that may appear one-sided. If any word/s, alone or in combination, infringe the *Unfair Terms in Consumer Contracts Regulations 1994* or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
- K) **Interpretation:** These terms and conditions supersede those in the brochure and elsewhere and will be construed as a whole. Headings are for ease of understanding only and are not otherwise part of the terms and conditions.
- L) **Jurisdiction:** This contract was made at the School and is governed exclusively by English Law.
- M) **Variations:** The School reserves the right to make reasonable modifications to these terms and condition from time to time. The school will give parents a terms' notice of any such modifications.