



## PARSONS GREEN PREPARATORY SCHOOL

### Standard Terms and Conditions

#### 1. INTRODUCTION

- 1.1. These terms and conditions and the signed "Acceptance Form" together constitute the legally binding contract for educational services made between the Parents and the School in relation to the Pupil ('**Parent Contract**'). To the extent that there is any conflict between the terms of this agreement and the terms of the Acceptance Form, this agreement shall prevail.

#### 2. DEFINITIONS

- 2.1. '**Fee**' the School's tuition fees and deposits plus any extra fees or costs incurred by, or on behalf of, the Pupil.
- 2.2. '**Parent**', '**Parents**' or '**you**' – any person who has signed the Acceptance Form and/or who has accepted responsibility for the Pupil's attendance at the School.
- 2.3. '**Pupil**' – the child named on the Acceptance Form.
- 2.4. '**School**' - Eridge House Ltd (trading as Parsons Green Preparatory School) of 1 Fulham Park Road, London SW6 4LJ.

#### 3. ADMISSION TO THE SCHOOL

- 3.1. Pupils are admitted to the School in line with the School's Admissions Policy, copies of which are available to view via the website and from the School office.
- 3.2. A non-refundable registration fee is payable by the Parents when a Registration Form is forwarded to the School to cover administration costs. Registrations will not be processed until the registration fee has been received.
- 3.3. Following the offer of a place, Parents are required to complete an Acceptance Form to secure the place for the Pupil. This should be returned to the School with a deposit. The deposit shall only be refunded if the pupil has started at the school and the Parents have given the required notice in writing under clause 10.1. If the deposit is due to be refunded then it will be offset against the final bill issued after the Pupil has left the School.
- 3.4. In the event that the Pupil fails to take up the place at the School following the return of the Acceptance Form, a full term's Fees in lieu of notice will be due to the School and the deposit shall not be refunded. These provisions shall apply irrespective of whether any notice by the parents has been given save for the circumstances set out under clause 3.5.



- 3.5. If the Parents of a Pupil who is due to start at the School in Reception at the start of the academic year fails to take up the place at the School following the return of the Acceptance Form, then the Parents shall not be required to pay a full term's Fees as set out under clause 3.4 so long as the Parents have given one term's notice in writing, such notice to have been received by the School before the first day of the Summer Term, the dates can be found on our website. For the avoidance of doubt the deposit shall not be refunded to the Parents.

#### 4. FEES

- 4.1. Fees for each term (with the exception of New Entry children) are payable before the first day of term. Liability for the payment of Fees is joint and several for the Parents of the Pupil.
- 4.2. New Entry fees are payable by 1 June prior to joining. This is the only time school fees need to be paid before the start of term.
- 4.3. Fees must be paid even in the case of the Pupil's absence due to injury, illness or any other cause.
- 4.4. Fees may be paid in 6 instalments, with each payment being due before the first day of each term and half-term. Fees paid by instalment are subject to a surcharge of 3%. An agreement by the School to accept payment of Fees by standing order, or by direct debit, or by any other method for payment of fees by instalment will automatically cease in the event of any default for 30 days or more.
- 4.5. The School reserves the right to increase Fees at any time, though Parents will be given at least one term's notice in writing.
- 4.6. If payment is not received by the School by the second day of Term, a charge of £50.00 shall be levied. For each further week the fees remain unpaid, an additional £25.00 shall be charge. All such charges shall be recoverable by action if necessary and Parents shall be liable to pay all costs, fees, disbursements, and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid fees regardless of the value of the School's claim.

#### 5. LIMITATION OF LIABILITY

- 5.1. The School does not accept responsibility for accidental injury or loss or damage of property. Items of value should not be brought to school. All property should be clearly marked with the owner's name. The School undertakes to maintain such insurances as are required by law. All other insurances are the responsibility of the Parents.
- 5.2. Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.



## 6. THE SCHOOL'S OBLIGATIONS

- 6.1. While the School will use its reasonable endeavours to educate pupils by means of tuition and extra-curricular activity in accordance with the traditions of the School and good practice in the education of young people, it will not be liable for any failure of the Pupil to attain any academic or other standard.
- 6.2. The School reserves the right to make alterations at any time to the way in which the School is run, its situation or any part of it and to any other aspect of the School, its management or organisation, without affecting these terms and conditions.
- 6.3. Information provided to Parents and others concerning the character, examination performance and further education prospects of Pupils will be given in good faith, but without liability on the part of the School.
- 6.4. The School will monitor the Pupil's progress at the School and produce regular written reports.

## 7. PARENTS' OBLIGATIONS

- 7.1. The Parents agree to:
  - 7.1.1. fulfil their obligations under the Parent Contract (including paying Fees on time);
  - 7.1.2. do all that they reasonably can to ensure the Pupil attends each school day, is punctual and appropriately dressed;
  - 7.1.3. keep the School informed of matters affecting the Pupil of which the School needs to be aware; and
  - 7.1.4. provide cooperation and assistance to the School to enable the Pupil to participate and benefit from the School's provision of education, including attending meetings and keeping in touch with the School.
- 7.2. Parents are required to complete a "Medical Treatment in School" form when the Pupil starts at the School, together with a consent form for sight and hearing tests, a Dietary Requirements form, and an Asthma form, where applicable.
- 7.3. Parents must inform the School Office in writing if the Pupil has a known disability, medical condition or an infectious/contagious disease or illness.
- 7.4. Parents must inform the School Office immediately in writing of any court orders relating to the Pupil where the School is implicated e.g., concerning parental responsibility, residence, contact, prohibited steps, or any situations of risk. A personal visit to the Head should be made in case of urgency.



- 7.5. Parents must inform the School Office immediately in writing if for any reason the Pupil is to be removed from the School's premises during the school day.
- 7.6. If, during the school week, both Parents will be absent from the Pupil's home for a 24 hour period or longer, the School requires, in writing, the name and address of the adult to whom parental responsibility has been delegated "in loco parentis" and a telephone number on which they can be reached 24 hours a day.
- 7.7. By signing the Acceptance Form, the Parents are confirming that the Pupil has the right to live and study at the School. Provision of false information about the Pupil's nationality or immigration status is a material breach of the Parent Contract.

## 8. PUPIL HEALTH AND WELLBEING

- 8.1. Pupils with an infectious disease or illness must comply with the quarantine regulations as advised by the School's medical advisor.
- 8.2. Periodically the School will provide confidential notice to teaching staff outlining any Pupil disabilities, illnesses, allergies or other conditions of which the School has been notified and which the staff need to be aware in order to discharge their duty of care.
- 8.3. Parents will be informed as soon as possible if the Pupil needs medical attention. In an emergency, the School, "in loco parentis", will act in accordance with procedures laid down by a medical practitioner as necessary for the Pupil's safety and wellbeing.

## 9. PUPIL ABSENCE

- 9.1. Pupils may not be absent from School without the prior permission of the Head, except in the case of illness, when the School should be notified by telephone before 9.00am. Confirmation of the absence should be handed in on the Pupil's return to School, using the "Absence Due to Illness" form. These forms are circulated at the beginning of the academic year and are also available to download from the School's website.

## 10. TERMINATION BY THE PARENTS

- 10.1. A full term's notice in writing is required if the Parents wish to withdraw the Pupil. 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. For example, intention to leave at the end of the Spring Term must be received before the first day of the Spring Term. The receipt of such notice must be acknowledged by the School and it is the responsibility of the Parent(s) to ensure that notice has been acknowledged by the School.
- 10.2. If the Parents fail to follow the notice requirements in clause 10.1 a term's Fees will be immediately payable in lieu as a debt and the deposit shall not be refunded.



- 10.3. Where Fees for a term have not been paid in full by the end of the half-term break in that term, the Pupil will be deemed to be automatically withdrawn from the School after that half-term break. In such a case a term's Fees in lieu will be payable.

## 11. TERMINATION BY THE SCHOOL

- 11.1. The School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid, if:

- 11.1.1. you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
- 11.1.2. the Pupil is excluded from the School;
- 11.1.3. you (or either of you) make a serious misrepresentation of facts or circumstances to us, or withhold important information from us, about you and/or the Pupil or that is relevant to the provision of education by the School to the Pupil (such as misrepresenting whether by act, omission or withholding of information on your part that you and/or the Pupil is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/the Pupil is not);
- 11.1.4. you fail or refuse to complete and submit to the School a medical questionnaire in respect of the Pupil and/or you fail or refuse to complete and submit a parental absence form;
- 11.1.5. you (or either of you):
  - (a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this Parent Contract;
  - (b) are otherwise unable to pay your debts as they fall due;
  - (c) are the subject of a bankruptcy petition or order; or
  - (d) enter into an individual voluntary arrangement.
- 11.1.6. the Head considers that your behaviour or conduct (or the behaviour or conduct of one of you) is unreasonable; and/or adversely affects (or is likely to adversely affect) the Pupil's or other children's progress at the School, and/or is not in accordance with your obligations under this Parent Contract;
- 11.1.7. in the Head's reasonable opinion you have behaved unreasonably towards any member of the School staff; or
- 11.1.8. in the Head's reasonable opinion you have, or the Pupil has, acted in a manner that has brought, or is likely to bring, the School into disrepute.



## 12. SPECIAL EDUCATIONAL NEEDS AND DISABILITY

- 12.1. You must inform the School of any situations where any special arrangements may be needed in relation to the Pupil. The School shall advise you if we have any concern about the Pupil's progress but we do not undertake to diagnose dyslexia or other conditions.
- 12.2. Any formal assessment or diagnosis that may be required by the School at its sole discretion must be obtained at your expense. If you refuse to permit or pay for any such formal assessment or diagnosis, the Head may require you to remove the Pupil in which case no notice or fees in lieu of notice will be required.
- 12.3. Any additional provision that is required to identify or meet particular needs over and above that which is provided generally for the benefit of pupils, and in particular any one-to-one tuition will be charged additionally to the fees. If the School has entered a contract with a third party to make such additional provision, and you withdraw the Pupil from the School midway through an academic year, the School reserves the right to charge you for the cost of that provision up to the earliest date on which the said contract can be terminated after you have given notice of withdrawal.
- 12.4. If the Head reasonably concludes after consultation with you that the School cannot provide adequately for the Pupil's needs, you may be required to remove the Pupil in which case no notice or fees in lieu of notice will be required.
- 12.5. The School will take such steps and make such reasonable adjustments as may be required by law to make provision for any disability that the Pupil may have.

## 13. DATA PROTECTION

- 13.1. The School will need to use information relating to the Pupil and the Parents (including names, contact details, school records, photographs and video recordings) whilst the Pupil is at the School and after the Pupil has left, for fulfilling the School's obligations under the Parent Contract and for various purposes connected with the running of the School including: managing relationships between the School and current pupils/parents; assessing eligibility for scholarships; promoting the School to prospective pupils/parents; publicising the School's activities; fundraising; communicating with the School community and alumni body and maintaining the School's historical archives. This may include use by the School of such information in the School's prospectus and other promotional material, on the School's website and via the School's social media channels.
- 13.2. The School will process personal data about the Parents and the Pupil in accordance with the applicable data protection legislation. The School will process such personal data in order to comply with any court order, request from or referral to an appropriate authority or legal, regulatory or good practice requirement; to perform the School's obligations under the Parent Contract and for the purposes set out in the Parent Contract; and where otherwise reasonably necessary for the School's legitimate purposes. The School's privacy



notice, as amended from time to time, is available on the website and gives further information about the School's use of personal data and the rights of data subjects.

- 13.3. Parents should notify the School in writing if they do not wish photographic, film or other images of the Pupil to appear in any of the School's promotional material (including its prospectus and website) or in communications with alumni, donors and feeder schools or to be shared with any other school with whom the School carries on joint activities or educational programmes.

#### 14. GENERAL CONDITIONS

- 14.1. The School reserves sole copyright in the performance (including any recording of such performance) of any musical, dramatic or artistic work by the School or by Pupils for purposes associated with the artistic or cultural work of the School.
- 14.2. This agreement together with the Acceptance Form constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.
- 14.3. The School will give the Parents a term's notice of any change to these terms and conditions.
- 14.4. No one other than a party to this agreement shall have any right to enforce any of its terms.
- 14.5. Neither the School nor the Parents will be liable if they are unable fully or promptly to perform their obligations under this Parent Contract as a result of any of the following circumstances which are beyond their control, provided they do everything they reasonably can to prevent or mitigate their effect: fire, flood, storm, bad weather (including heavy snow disrupting transport) or other act of God, pandemic or epidemic of any disease, industrial action, war, riot, civil unrest, compliance with any law or governmental order terrorist threat or incident, or chemical or biological contamination ("Force Majeure Event"). Fees will not be refunded or waived if the School has to close for a period due to a Force Majeure Event.
- 14.6. In the event of a Force Majeure Event, the School shall give the Parents written notice specifying the circumstances giving rise to the Force Majeure Event. The School shall use its reasonable endeavours to provide educational services (including by providing appropriate educational services remotely). If the School is prevented from performance of all of its obligations as a result of a Force Majeure Event for a continuous period greater than three months, the School shall notify the Parents of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be



entitled to cancel the Parent Contract on written notice and without giving a term's notice or paying fees in lieu.

- 14.7. This agreement and any dispute or claim 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. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation.

We have read, understood and agree to the above terms and conditions:

Parent 1's signature: .....

Print Name: .....

Date: .....

Parent 2's signature: .....

Print Name: .....

Date: .....