



Elmhurst School
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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 help also to protect parents from increases in fees and liabilities caused by the default of others. Any waiver is effective only if given in writing by the Head personally. Nothing in these terms and conditions affects the statutory rights of parents.

1. Definitions

- a) In these terms and conditions
"Acceptance Form" means the form provided by the school for parents to complete when accepting a place for their boy at the school.
"Boy" means a boy of whatever age admitted by the school to be educated.
"The Complaints Procedure" is the schools procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time, a current copy of which is available on request from the school.
"deposit" means the sum to be paid to secure a place offered at the school.
"fees" means the fees set out in the Schedule of Fees as amended from time to time.
"Head" means the person appointed by the Proprietors of the school to be responsible for the day to day management of the school, including anyone to whom such duties have been duly delegated.
"School Rules" means the rules of the school, a copy of the current version of which is sent to parents with the letter offering a place at the school, as those rules may be amended from time to time. Parents will be given notice of such amendments.
"term" means the period between and including the first and last days of each school term.
"a term's notice" means notice given in writing not later than the first day of the term preceding the term to which the notice relates.
"terms and conditions" mean these terms and conditions as amended from time to time.
"we" or "the school" means the legal entity carrying on as the school as defined in Clause 1(b) below, or its duly authorised representative, as the context requires.
"you" or "the parents" means each person who has signed the Acceptance Form as parent or guardian of a boy or who, with the schools written consent, has subsequently assumed parental responsibility for such boy.
- b) The Acceptance Form, the Schedule of Fees, the School Rules, the Disciplinary Procedure and these terms and conditions constitute the terms of a contract between you and Bloomwood Educational Ltd.

It is not intended that the terms of the contract shall be enforceable by your son or by any other third party.

2. Registration

Boys will be considered as candidates for admission and entry to the school 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 boy satisfying the admission requirements at the time. The school operates an equal opportunities policy.

3. Acceptance and Deposit

- a) An offer of a place for your son at the school is accepted by you completing the Acceptance Form and paying the deposit.
b) The deposit is not refundable if your son does not take up the place. The deposit is credited without interest and minus any outstanding monies when your son leaves.

4. School Fees

- a) All the costs incurred in the usual course of the education by the school of your son, including the provision of any necessary educational materials and a cooked school lunch, shall be met by the fees unless otherwise notified by the school.
b) Any extra curricular activities such as clubs, trips and visits in which you agree your son may participate might be deemed to be supplemental to items met by the fees and charged for accordingly at the time of the event. Any additional charges incurred by the school in providing for the special educational needs of your son shall be charged as supplemental to the fees or paid by you directly to the Specialist concerned. Private individual music instrumental lesson fees should be paid directly by you to the specialist concerned at the commencement of each term.
c) Damage done by a pupil, other than fair wear and tear, may be separately invoiced and must be paid as an extra.
d) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. In the event of a default in the payment of fees and supplemental charges, each of you is also liable to pay all debt collection and legal costs, fees, disbursements and charges reasonably incurred by the school (including irrecoverable VAT) in relation to recovery of any unpaid debts owed by you by the signatory(s) to the school, regardless of the value of the claim. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has expressly agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the fees or any part of them.
e) Each invoice must be paid in full by the first day of term, or, if fees are paid by Holmwoods Term Time Credit direct debit, in monthly instalments (each instalment being due on the first working day of each month).
f) We reserve the right to refuse to allow your son to attend the school or to withhold any references while fees or supplemental charges remain unpaid. We reserve the right to levy a late payment fee of £75 per pupil for any fee not paid by the first day of term. You consent to our informing any other school or educational establishment to which you propose to send your son of any outstanding fees.
g) The fees will be reviewed each Easter for rises the following September and may be increased by such amounts as the school considers reasonable particularly taking into account the teachers annual rise in salary, employers superannuation and NI Contributions and other running costs of the business. We shall endeavour to give at least a term's notice of increases in the fees due for the September term and will hold the fees fixed for the academic year, although we reserve the right to give a term's notice to increase fees within the academic year in exceptional circumstances.
h) Fees and supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. Holmwoods fees remission insurance may be taken by the parents to claim back fees during periods of absence through illness.

5. Notice Requirements

- a) **Cancelled acceptance:** A term's fees will be payable by the parents if, for any reason they cancel their acceptance of a place or the pupil does not join the school after a place has been accepted. Cases of serious illness or genuine hardship may receive special consideration on written request.
- b) If you wish to withdraw your son from the school (other than at the normal leaving date) you shall either give a term's notice to that effect or shall pay to the school a term's fees in lieu of notice at the rate applicable on the date of the invoice, whether or not the place can be filled. Notice must be addressed to, and actually received by, the Head by the first day of the term at the end of which your son is to leave the school. No other notice will suffice. Notices must be hand delivered or sent by recorded or guaranteed delivery post to the school address.
In Special circumstances, provisional notice by the first day of term, which must be confirmed or otherwise by half-term, may also be accepted. 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.
- c) You acknowledge that the schools affairs are organised on a termly basis and that it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your son part way through a term.

6. School Rules

- a) The school rules shall be kept to the minimum compatible with good order and common sense.
- b) It is a condition of remaining at the school that your son complies with the school rules as amended from time to time. In particular you undertake to ensure that your son attends school punctually and that he conforms to such rules of appearance, dress and behaviour as shall be issued by the school from time to time.
- c) The school reserves the right to monitor your son's use of the Internet whilst in school.

7. Disciplinary Procedures

- a) We attach importance to courtesy, integrity, good manners and discipline. Your son is expected to play a full part in the activities of the school, to attend punctually, to work hard, to be well behaved and to comply with the school rules about the wearing of uniform.
- b) The Head may in his/her discretion require you to remove or may suspend or expel your son from the school if he/she considers that your son's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Head the removal is in the school's best interests or those of your son or other boys.
- c) The Head may, in his/her discretion require you to remove or may suspend or expel your son if the behaviour of you or either of you is in the opinion of the Head unreasonable and affects or is likely to affect adversely the child's or other children's progress at the school or the well being of school staff or to bring the school into disrepute.
- d) Should the Head exercise his/her right under sub clauses 6(b) or 6(c) above you will not be entitled to any refund or remission of fees paid or due, however in such circumstances fees in lieu of notice will not be payable.
- e) 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 Head. 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 has acquired during an investigation.
- f) In the event of expulsion or of a pupil's removal being required, the Head will advise parents of the procedure under which a written application for a review of the decision may be made.
- g) A boy 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.

8. The Schools Obligations

- a) Subject to these terms and conditions, the school undertakes to accept your son as a pupil of the school from the time of joining the school until the end of his preparatory schooling at the age of eleven.
- b) All children entering the school from Reception-Year 6 will be assessed prior to entry, to ensure the school is able to meet their needs.
- c) Children at Nursery level will have an ongoing assessment during the first term of entry. If it is found that the school is unable to meet their needs, then the parents will be informed by the end of the first term of entry.
- d) While your son remains a pupil of the school, we undertake to exercise reasonable skill and care in respect of his education and welfare. This obligation will apply during school hours and at other times when your son is permitted to be on school premises or is participating in activities organised by the school.
- e) In order to fulfil our obligations we need your co-operation, in particular by; fulfilling your own obligations under these terms and conditions; encouraging your son in his studies and giving appropriate support at home; keeping the school informed of matters which affect your son; maintaining a courteous and constructive relationship with school staff, and attending meetings and otherwise keeping in touch with the school where your son's interests so require.
- f) We undertake not to subject your son to corporal punishment, or to physical contact, except where such contact may be deemed appropriate for teaching purposes or to provide comfort to a pupil in distress, for the maintenance of good order, your son's safety or otherwise. Unless you notify us to the contrary, you consent to your son participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- g) If your child requires urgent medical attention while under the school's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including blood transfusions, anaesthetic or operation) recommended by a doctor.
- h) Although our prospectus describes the broad principles on which the school is presently run and is believed to be correct at the time of printing it does not form part of the contract between you and the school.
- i) We shall monitor your son's progress at the school and produce regular written reports. We shall advise you if we have any concern about your son's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the school at your expense.
- j) The Head may at any time when grounds for suspicion exist, require the pupil to give a biological sample under medical supervision to test for the use of illegal drugs or other substances damaging to health. Such sample will not form part of the pupil's permanent medical record.
- k) Parents may inspect upon request the following school documents:
 - i) school policy on the Curriculum.
 - ii) school policy on the Welfare, Health and Safety, including Child Protection and Anti bullying.
 - iii) school's Complaints procedure and the number of complaints registered under formal procedure during the preceding school year.
 - iv) a list of teaching staff currently employed at the school and a summary of their qualifications.
 - v) Developmental records, for example (EYFS profile) following a written request. Data Protection rules will be taken into account however should records refer to third parties.

9. The Parents Obligations

- a) You undertake to inform the school of any health or medical condition, disability, special education needs or allergy that your son has, or subsequently develops, whether long or short term, including any infections.
- b) The Head needs to be aware of any matters that are relevant to your son's security and safety. The Head must therefore be notified in writing immediately of any court

orders or situations of risk in relation to a pupil for whom any special safety precautions may be needed. A parent may be excluded from school premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the pupil or of the school.

- c) The Head must be notified in writing immediately if a pupil will be residing other than with a person who has parental responsibility.
 - d) When both parents will be absent from the pupils home for a 24 hour period or longer, the school requires, in writing, the name, address and telephone number for 24 hour contact of the adult to whom parental responsibility has been delegated in loco parentis.
 - e) The school will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of each such person. Unless other arrangements are agreed between you and the school we shall be entitled to treat any communication from the school to any such person has having been made to each of them.
 - f) The Head must be informed in writing of any reason for your son's absence from the school. Wherever possible the schools prior consent should be sought for absence from the school.
 - g) We cannot accept any responsibility for the welfare of your son while off the school premises unless he is taking part in a school activity or otherwise under the supervision of a member of the school staff.
 - h) If you have cause for concern as to a matter of safety, care, discipline or progress of your son you must inform the Head without delay.
 - i) All reasonable efforts will be made to ensure your son is punctually dropped off and collected at the appointed times at the beginning and end of each day. In the event that a boy is not collected at the appointed time, contact numbers provided (including emergency contact numbers if needed) will be used to arrange collection by appropriate and designated persons.
10. Insurance
- a) 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 pupils' personal property whilst at school or on the way to or from school, or on any school sponsored activity away from the school. The school is not the agent of the parents for any purpose related to insurance.
 - b) 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 owner's name. A pupil may not bring any items of equipment on to school premises which runs off mains electricity without the prior written permission of the Head.
 - c) Your son is included in an obligatory personal accident insurance scheme the charge for which is included in the Fees. Details are provided separately.
11. Confidentiality and References
- a) You consent to our supplying information and a reference in respect of your son to any educational establishment which you propose your son may attend. Any reference supplied by us shall be confidential. We shall take care to ensure that all information that is supplied relating to your son is accurate and any opinion given on his ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you are, or your son is, alleged to have suffered resulting from a reference or report given by us.
 - b) You consent to us making use of information relating to your son whilst he is at the school and after he has left for the purposes of communicating and managing relationships with pupils and former pupils of the school.
12. Changes at the School

A successful school 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 school 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 school, to its premises and facilities, to the academic and games curriculum and the structure and composition of classes and the way the school is run, to the rules and disciplinary framework, to the length of the school terms and the school day and to any other aspect of the school. If the ownership or legal status of the school changes, the school's rights and obligations under these 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 community as a whole.

13. Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the school of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the school to the address shown in its records.

14. Interpretation

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

15. Jurisdiction and Governing Law

The contract between you and the school is governed by English law. You agree with us to submit to the exclusive jurisdiction of the English courts.

16. Publicity

Would any parent who objects to their son being photographed let the School Office know.