



**ALTRINCHAM PREPARATORY SCHOOL LTD**

**TERMS AND CONDITIONS**

**August 2023**

## Altrincham Preparatory School Ltd.

### Terms and Conditions

#### 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 child at the School;

**"child"** means a child of whatever age admitted by the School to be educated including the Nursery and Pre-School;

**"The Complaints Procedure"** means the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the School. It does not form part of the contract between you and the School. A copy of the most up-to-date procedure is on the School's website and is otherwise available from the School at any time upon request;

**"deposit"** means the sum set out in the Schedule of Fees;

**"fees"** means the fees set out in the Schedule of Fees as amended from time to time;

**"Head"** means the person appointed by the Governors 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 provided to each child on entry and is sent to parents with the letter offering a place at the School. These rules may be amended from time to time. Parents will be given notice of such amendments;

**"term"** means a term of the School as notified to parents from time to time;

**"a term's notice"** means **written** notice given not later than before the first day of the term preceding the term to which the notice relates;

**"terms and conditions"** means these terms and conditions as amended from time to time;

**"we"** or the **"School"** means the legal entity carrying on as the School as identified 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 child or someone who, with the School's written consent, has subsequently assumed parental responsibility for such child and thereby replaces the person who has signed the acceptance form.

b. We are Altrincham Preparatory School Limited a company registered in England and Wales, number 00314852 and our registered office is at Marlborough Road, Bowdon, Altrincham, Cheshire WA14 2RR.

c. The **Acceptance Form**, the **Schedule of Fees**, the **School Rules** and these **Terms and Conditions** (as in each case may be varied from time to time) form the terms of an agreement (the **"contract"**) between you and the School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

#### 2. Acceptance and Deposit

- (a) An offer of a place for your child at the School is accepted by submitting the completed Acceptance Form and paying the deposit. The acceptance form must be signed by both parents, or by all those having legal parental responsibility for the child.
- (b) The deposit is **not refundable** if your child does not take up a place at the School. The deposit will form part of the general funds of the School until it is refunded or credited against any fees or sums due to the school at the time of your child's leaving, unless you have indicated, in writing, that you wish to donate the deposit to the School's development fund. No interest is payable to you, upon a deposit held by the school.

#### 3. Withdrawing your Acceptance of a Place before your child joins the School

- (a) If you wish to withdraw your acceptance of a place AFTER submitting the Acceptance Form and paying the deposit but BEFORE your child starts at the School you must give us written notice before the first day of the term preceding the term in which your child was due to start **or pay to the School a term's fees in lieu of notice.**

*This means that if, for example, your child is due to start at the School in September (at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of a place before the first day of the preceding term (i.e. the final term of the previous academic year) or pay the fees in lieu of notice.*

- (b) If you do not provide us with such written notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees shall be payable by you and shall become due and owing to the School as a debt. The term's fees shall be charged at the rate applicable for the term when your child was due to start. The School shall credit the deposit you have paid (without interest) to the payment of the term's fees you will owe us (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees).
- (c) If you accept a place and /or pay the deposit after the first day of the term preceding the term when your child is due to start at the school, and you withdraw such acceptance before he starts then you will be liable to pay a term's fees in lieu of notice.

#### **4. School Fees**

- (a) The fees include all the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials, unless otherwise notified to you by the School at any time either in the Schedule of fees or otherwise.
- (b) Any extra-curricular activities such as private music lessons, trips and visits shall be deemed to be supplemental to items met by the fees and charged for accordingly. All public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.
- (c) Where you have two or more children, between pre-school and year 6, attending the school at the same time, the school may allow a sibling discount of 10% off the fees of the younger child. No such allowance will be allowed during any time when only one child is in attendance.
- (d) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. 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 agreed in writing to look exclusively to any other person for payment of the fees or any part of them.
- (e) All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be invoiced separately and such invoice shall be sent to you before the start of the next term. All such supplemental charges must be paid in full on or before the payment due date specified on the invoice.
- (f) Each invoice for fees must be paid in full on or before the last day of the first week of term. However, the school will accept payment by bank transfer or direct debit in 10 monthly instalments (each instalment being due on the first working day of each month). By written agreement with the School these payments can be spread over 12 months. These concessions can be withdrawn by the school at any time but will automatically cease in the event of default for 30 days or more. On the instalment arrangement ceasing, the full amount of fees and extras then due shall be payable forthwith. The school will charge interest on unpaid fees and supplementary charges at the rate of 10% per annum calculated on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. **You must pay the School the interest together with the overdue amount.**
- (g) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees or supplemental charges remain unpaid. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental payments, including fees in lieu of notice. We also reserve the right to check that all fees, including fees in lieu of notice have been settled with any other school prior to your child being admitted to the school.
- (h) Unless we expressly agree otherwise in writing with you, you will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal and other costs and disbursements and costs paid to any tracing agent or other person incurred by the school in tracing your whereabouts in addition to any costs that would be allowable by the courts if judgment was made in the School's favour).
- (i) The fees will be reviewed from time to time and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term.
- (j) Fees and any supplemental charges will not normally be reduced as a result of absence due to illness or otherwise.

#### **5. Notice Requirements**

- (a) If you wish to:

- a. withdraw your child from the School (other than at the normal leaving date); [or]
- b. withdraw your child from an activity charged for as supplemental

you shall either give a term's notice to that effect (in writing to the Head) or shall pay to the School a term's fees (or, as the case may be, a term's charges for the activity that your child has ceased to participate in) in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

*A term's notice means that, for example, if you wish to withdraw your child with effect from the start of the autumn term then you would need to tell us in writing that you wish to withdraw your child before the first day of the preceding summer term or pay the fees in lieu of notice referred to above.*

You acknowledge that the School's 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 child or by your child's ceasing to participate in an activity part-way through a term.

You also acknowledge that any notice given part way through a term will expire at the end of the term to which it relates and not part way through the term to which it relates so that a full term's fees are payable.

## **6. School Rules**

- (a) It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- (b) To ensure compliance with the School Rules on illegal drugs the Head may require your child to submit to testing for drugs in accordance with suitably approved procedures.
- (c) The School may, subject to applicable data protection legislation, monitor your child's email communication, internet use, and use of social media. We may do this for various reasons, including ensuring compliance with the School Rules.

## **7. Disciplinary Procedures**

- (a) The Head may in his discretion require you to remove or may temporarily or permanently exclude your child from the School if he considers that your child's attendance, progress or behaviour (including behaviour outside school) in or out of term time is seriously unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.
- (b) The Head may in his discretion require you to remove or may temporarily or permanently exclude your child 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.
- (c) Should the Head exercise his right under sub-clause 7(a) or 7(b) above you will not be entitled to any refund or remission of fees or supplemental charges paid. However, in such circumstances fees in lieu of notice will not be payable.
- (d) The School Rules set out examples of offences likely to be punishable by temporary or permanent exclusion. These examples are not exhaustive, and, in particular, the Head may decide that temporary or permanent exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- (e) You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this Clause 7 reviewed. Any such review shall be governed by the Complaints Procedure.

## **8. The School's Obligations**

- (a) Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his preparatory schooling.
- (b) While your child 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 child is permitted to be on School premises or is participating in activities organised by the School.
- (c) 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 child in his studies and giving appropriate support at home; keeping the School

informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require. Whilst we shall endeavour to place your child at a secondary school suitable to his ability and character, we cannot guarantee admission to any other school by virtue of your son's attendance at A.P.S..

- (d) We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (e) If your child requires urgent medical attention while under the School's care, we will, if practicable, attempt to obtain your prior consent. However, if it is not practicable to contact you, we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us in writing that you object to blood transfusions)).
- (f) 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. We reserve the right to make changes to any aspects of the School, including the curriculum. We will give parents a term's notice of significant changes in the curriculum and where practicable will consult with parents on such changes.
- (g) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child'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. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.
- (h) Religious observance at the School shall be conducted in accordance with the School Rules.

## **9. The Parents' Obligations**

- (a) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.
- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (c) 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 as having been made to each of them.
- (d) The Head must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (e) We cannot accept any responsibility for the welfare of your child 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.
- (f) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. In particular in respect to alleged bullying we cannot be held responsible for failing to address matters of which we are not aware.
- (g) You provide the Head with the name and address of the school to which your son is moving when he leaves. The school has a legal obligation to inform Children's Services if it does not know where a child is going/has gone.
- (h) You provide the Head with copies of any undertaking given to a Court relating to your child's education or school attendance or Court Orders relating to the child including Residence, Contact Prohibited Steps or Specific Issue Orders (whether interim or final) made under the Children Act 1989 or any supplementary or amending legislation forthwith upon such Orders being made by the Court.
- (i) You provide the Head with details in writing of any change of residential address (whether temporary or permanent) of you or your child forthwith upon such change taking place.
- (j) **Photography:** The school takes its duty of care towards its pupils seriously and exercises its responsibilities diligently. For this reason, you agree that you will not take unauthorised photographs or videos whilst your son is in school or on a school trip/visit.
- (k) **Recording of meetings, discussion and consultations:** There is no right for any individual to record a conversation with another without their consent. You hereby acknowledge this and agree that you, or anyone accompanying you, will not make electronic recordings of any meetings on school premises or conversations with any member of staff.

## **10. Force Majeure**

- (a) In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).
- (b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues. The School shall use its best endeavours during the continuance of the force majeure to provide educational services and normal fees will continue to be payable unless the school is unable to provide any educational services whatsoever.
- (c) If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify you of the steps it shall take to ensure performance of the agreement.
- (d) In the event of a force majeure which affects your ability to perform any of your obligations under this agreement, you shall give the School notice in writing of the force majeure. You shall not be liable for non-performance of such obligations during the continuance of the force majeure but in the event of the force majeure continuing for more than four months, you shall discuss with the School a solution by which this agreement may be performed.

## **11. Insurance**

You must make your own insurance arrangements if you require cover for your child's person or property while at School. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.

## **12. Confidentiality and References**

- (a) You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child 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 child 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 or your child 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 child 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.