



## **ST BERNARD'S PREPARATORY SCHOOL**

### **The Terms and Conditions of the Parental Contract**

Last review: Lent 2021

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### Mission Statement

**With God as our shelter and Christ as our guide, the mission of St Bernard's Preparatory School is to educate towards love and service to God, each other and the wider community. Through our broad balanced curriculum we will develop an understanding of each faith and the values We share. We will treat each person with respect, knowing we are special and unique.**

**St Bernard's is part of the St Benedict's family of schools. All schools in the group share a similar Catholic and Benedictine/Bernardine ethos.**

### 1. Introduction

**1.1 Terms and conditions:** These terms and conditions reflect the custom and practice of independent schools and together with:

- the Registration Form;
- the Letter of Offer;
- the Acceptance Form;
- these Terms and Conditions;
- the Medical Questionnaire;
- the Consent to Emergency Treatment;
- the Conditions of Award (if applicable);
- the Fees structure;
- the Home/School Agreement;
- the Complaints Policy.

They form the basis of a legally binding contract between you and the School for the provision of educational services. These terms and conditions are intended to promote the education and welfare of Pupils and the stability, forward-planning, proper resourcing and development of the School. It is not intended that the terms of the contract shall be enforceable by your child or by any other party.

**1.2 Prospectus and website:** The School website contains a number of policies and procedures which are available for you to view. Printed copies are available from the School office on written request. The School website and prospectus are not contractual documents.

**1.3 Documents referred to:** Before accepting the offer of a place, Parents and Pupils receive a copy of the Home/School Agreement and the Fees list. Parents also have an opportunity, on request, to see any of the other documents referred to in these terms and conditions.

**1.4 Ethos:** The ethos of this School is to foster good relationships between members of Staff, the Pupils themselves and between members of Staff and the Pupils. The ethos reflects our Catholic faith and is promoted throughout the School curriculum and by observance of the tenants of the Catholic faith. Bullying, harassment, victimisation and discrimination will not be tolerated. The School and its Staff will act fairly in relation to Pupils and Parents and the School expects the same of Pupil and Parents in relation to the school.

## **2. Terminology**

**2.1** “Acceptance Form” means the form provided by the School for Parents to complete when accepting a place for a child at the School.

**2.2** ‘The Complaints Policy’ is 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. A copy of the policy is available on the School’s website or from the School office on request.

**2.3** ‘Deposit’ means the acceptance deposit sum set out in the fees list for the relevant year.

**2.4** ‘Exclusion’ or ‘exclude’ means that the Pupil may not return to School until arrears of fees have been paid. It may also be used as a general expression covering suspension, expulsion or removal.

**2.5** ‘Expulsion’ means that the Pupil has been required to leave (or been asked to leave) the School permanently, usually as a disciplinary sanction.

**2.6** ‘Fees’ means the fees set out in the fees list.

**2.7** ‘Fees in lieu of notice’ means fees in full for the term of notice at the rate that would have applied for the final term had the Pupil attended.

**2.8** ‘Governing Body/Board of Governors/Governor(s)’ means the Governors of St Bernard’s Preparatory School who are appointed from time to time by the Trustees and who are responsible to the Trustees for the governance of the school.

**2.9** ‘The Head’ means the person responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Head have been delegated.

**2.10** Use of the word ‘including’ shall mean and be construed such that examples that are given are not intended to be exclusive or limiting examples of the matter in question.

**2.11** ‘Notice to be given by Parents’ means (unless the contrary is stated in these terms and conditions) a term’s notice. It is expected that Parents will consult with the Head before giving notice to withdraw a Pupil.

**2.12** ‘The Parents/You’ means any person who has signed the acceptance form and/or who has accepted responsibility for a child’s attendance at the School. Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions. Those who have “parental responsibility” (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.

**2.13** ‘The Pupil is the child named on the acceptance form. The age of the Pupil will be calculated in accordance with UK custom.

**2.14** ‘Removal’ means the Head has required the Parents to remove the Pupil from the School permanently.

**2.15** ‘The School rules’ means the rules of the School as set out in the Home/School agreement, a copy of which is provided to each child on entry and is sent to Parents with the letter offering a place at the School. Those rules are supplemented by the rules set out in the Behaviour Policy and may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. Parents will be given notice of such amendments.

*St Bernard’s Preparatory School is committed to safeguarding and promoting the Welfare of children and Young people and expects all staff and volunteers to share this commitment. It is our aim that all pupils fulfil their potential.*

**2.16** 'The School/We/Us' means St Bernard's Preparatory School as now or in the future constituted. The school is constituted under the charity called 'Trustees of St Benedict's School Ealing' registered with the Charity Commission under registered charity number 1148512 acting under its charitable trusts.

**2.17** 'Suspension' means that the Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a panel review but without further disciplinary consequences, unless notified otherwise.

**2.18** 'Term' means a term of the School as notified to Parents from time to time.

**2.19** 'Terms and conditions' means these terms and conditions as amended from time to time.

**2.20** 'A term's notice' means written notice given not later than the first day of the term preceding the term to which the notice relates, addressed to and received by the Head personally or signed for by the Head's secretary or the Bursar on the Head's behalf.

**2.21** 'Withdrawal' means the Parents have withdrawn the Pupil from the School.

### **3. Admission and entry to the School**

**3.1 Registration and admission:** Applicants will be considered as candidates for admission and entry to the School when the registration form has been completed and returned to us with the non-returnable registration fee paid. Admission will be subject to the School's Admission Policy, the Pupil and the Parents satisfying the admission requirements at the relevant time and availability of a place. Admission occurs when the Parents accept the offer of a place. "Entry" is the date when a Pupil attends the School for the first time under these terms and conditions.

**3.2 Equal treatment:** The School is a day school for boys and girls aged from two years and six months to eleven years. The School has a Catholic ethos and welcomes Staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. We will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities. We will comply with our legal and moral responsibilities, wherever reasonable and adequate adjustment can be made, in order to accommodate the needs of applicants, Pupils and members of Staff.

**3.3 Offer of a place and deposit:** A deposit, as shown on the fees list for the relevant year, will be payable when you accept the offer of a place and submit the acceptance form. The deposit will be repaid by means of a credit without interest at the end of the child's final term at the School. Until credited, the deposit will form part of the general funds of the School.

**3.4 Offer a place in the Early Years Department:** When a child is offered a place in Pre-Early Years, (Pre-Nursery) Early Years 1 (Nursery) or Early Years 2 (Reception), this does not guarantee a place in Year 1. There will be a review before the start of the Pentecost term (summer) in Early Years 2.

**3.5 Immigration:** The School is not currently a registered UK Border Agency sponsor. It is your responsibility at all times to ensure that your child has the appropriate immigration permission to reside in the United Kingdom and to study at this School.

### **4. The School's obligations**

**4.1** 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/her preparatory schooling.

**4.2** While your child remains a Pupil of the School, we undertake to exercise reasonable skill and care in respect of his/her education and welfare in our provision of an educational environment and teaching of a range, standard and quality which is suitable for each Pupil in keeping with the School's Mission Statement and legislation applicable from time to time. 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.

**4.3** We cannot accept any responsibility for the welfare of your child while off the School premises unless your child is taking part in a School activity or otherwise under the supervision of a member of School Staff.

**4.4 Physical contact:** in accordance with the law, the School will not subject your child to corporal punishment. You consent to such physical contact with your child as may be appropriate and proper for teaching and instruction and/or providing comfort to your child if in distress and/or to maintain safety and good order and/or in connection with your child's health and welfare. You also consent to your child participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme, which may entail some risk of physical injury.

**4.5 Medical treatment:** 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 under the National Health Service or at a private hospital recommended by a doctor, including anaesthetic or operation or a blood transfusion, unless you have previously notified us that you object to blood transfusions.

**4.6 Pupil's Health:** the Head may at any time require a medical opinion or certificate as to your child's general health, where the Head considers that necessary as a matter of professional judgement in the interests of the child and/or the School. A Pupil of sufficient age and maturity is entitled to insist on confidentiality which can nonetheless be overridden in your child's own interests or where necessary for the protection of other members of the School community. Such information will be given and received on a confidential 'need-to-know' basis.

**4.7 Progress reports:** We shall monitor your child's progress at the School and produce termly written reports. Any information supplied to you concerning your child's progress will be given conscientiously and with reasonable care and skill but without liability on the part of the School. 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. The School reserves the right to charge for the provision of additional teaching.

**4.8 Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the School community as a whole. Our policy on setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the Pupils and may take into account management of friendship groups. If you have specific requirements or concerns about any aspect of your child's education or progress, you should contact the School as soon as possible.

**4.9 Sex education:** From time to time, Pupils in Years 5 and 6 will receive health and life skills education appropriate to their age in accordance with the curriculum unless you have given formal notice in writing that you do not wish your child to take part in this aspect of the curriculum.

## **5. The Parents' obligations**

**5.1** In order to fulfil our obligations, we need your co-operation including and in particular by fulfilling your own obligations under these terms and conditions:

- encouraging your child in his/her studies and giving appropriate support at home;

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- keeping the school informed of matters which affect your child;
- maintaining a courteous and constructive relationship with School Staff;
- providing co-operation and assistance to the School to ensure (so far as is reasonable, appropriate and/or necessary) that your child can participate and benefit from the School's provision of education in accordance with the terms of this agreement, including where the School wishes to provide such education remotely;
- attending meetings and otherwise keeping in touch with the School where your child's interests require it;
- ensuring prompt payment of all fees and sundries and informing the School promptly of any financial circumstances which would prevent prompt payment.

**5.2 Medical information:** it is a condition of your child's joining the School that you complete and submit to us a medical questionnaire in respect of your child. You undertake to inform the School (and provide, whether upon further request by the School or otherwise, any reports or other materials relevant to the same) of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections or illness inhibiting participation in games or sporting activities. If the School so requires, due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the school until such time as the health risk has been averted. In such circumstances, we shall endeavour to continue providing education to your child remotely (including, for example, by sending you/your child work assignments electronically or by post).

**5.3 Special arrangements:** You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.

**5.4 Learning difficulties:** You undertake to inform the School of any history of a learning difficulty on the part of your child or any member of his/her immediate family. You undertake to inform the School of any family circumstances or court order which might affect your child's welfare or happiness, or any concerns about your child's safety and you must provide us with copies of all written reports and other relevant information. If, in the professional judgement of the Head, the School cannot provide adequately for your child's special educational needs, you may be asked to withdraw your child without being charged fees in lieu of notice.

**5.5 Confidentiality:** You authorise the Head to over-ride his/her own and (so far as he/she is entitled to do so) a Pupil's rights of confidentiality and to impart confidential information on a 'need-to-know' basis where necessary to safeguard or promote a Pupil's welfare or to avert a perceived risk of serious harm to your child or to another person at the School. In some cases, members of Staff may need to be informed of any particular vulnerability your child may have.

**5.6 Communication of instructions :** where more than one person has signed the acceptance form, the School is entitled to assume that signatories have consulted with each other in so far as decisions regarding the Pupil are concerned and treat any instruction, authority, request or prohibition received from any signatory as having been given on behalf of all such persons. This does not apply to the giving of notice or cancellation of acceptance of a Pupil's place or the withdrawal of a Pupil from school.

**5.7 Absence:** 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 first for absence from School.

**5.8 Head's authority:** You authorise the Head to take and/or prioritise in good faith all decisions which the Head considers on proper grounds will safeguard and promote your child's welfare.

**5.9 Absence of Parents:** when both Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer, the School must be informed in writing of the name, address and telephone contact number of the adult who will have care of the Pupil.

**5.10 Education guardians:** a Pupil of any age whose Parents are resident outside the United Kingdom must have an education guardian in the United Kingdom who has been given the legal authority to act on behalf of both Parents in all respects and to whom the School can apply for authorities when necessary.

**5.11 Transport:** You consent to your child travelling on any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed to drive a vehicle of that type.

**5.12 Pupil's personal property:** Pupils are responsible for the security and safe use of all their personal property including but not limited to money, watches, computers, calculators, musical instruments, telephones, uniform, sports equipment and for property lent to them by the School.

**5.13 Insurance:** Parents are responsible for the insurance of the Pupil's personal property whilst at School or on the way to and from school or at any School sponsored activity away from the School premises.

**5.14 Liability:** 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 a Pupil or Parents or for loss or damage to property.

**5.15 Parent complaints:** if you have cause for concern on a matter of safety, care, discipline or progress of your child, you must inform the School without delay. Any complaints should be made in accordance with the School's Complaints Policy.

## **6 Behaviour and discipline**

**6.1 School regime:** You accept that the School will be run in accordance with the authorities delegated by the Trustees and the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner.

**6.2 Conduct and attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. You warrant that your child 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 School rules regarding the wearing of uniform.

**6.3 School rules:** You are requested to read the School rules carefully with your child before you accept the offer of a place. It is a condition of remaining at the School that your child complies with the School rules.

**6.4 School discipline:** You hereby confirm that you accept the authority of the Head and of other members of Staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of your child and the School community as a whole. The School's current disciplinary procedures applies to all Pupils when they are on School premises, in the care of the School, wearing School uniform or otherwise representing or associated with the School.

**6.5 Investigative action:** Any complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure Parents are informed as soon as reasonably practicable if it becomes clear that the Pupil may face a formal disciplinary action and also to make arrangements for the Pupil to be accompanied and assisted by a parent, education guardian or a teacher of the Pupil's choice.

**6.6 Divulging information:** except as required by law, the School and its Staff shall not be required to divulge to Parents or others any confidential information or the identities of children or others who have given information which has led to any complaint or which the Head has acquired during an investigation.

**6.7 Email communications:** subject to applicable data protection legislation, the School reserves the right to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School rules and for the safety of all Pupils.

**6.8 Sanctions:** the School's current procedures on sanctions are available to Parents on request before they accept an offer of a place. These procedures and related policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include withdrawal of privileges or suspension or alternatively being removed or excluded.

**6.9 Suspension and exclusion:** the Head may at his/her discretion suspend or, in serious/persistent cases, exclude the Pupil if he/she reasonably considers that the Pupil's conduct or behaviour (including conduct or behaviour out of School)) is unsatisfactory and the suspension/exclusion is in the School's, Pupil's or other children's best interests.

**6.10 Removal due to the conduct of Parents:** subject to School policies, the Head may require Parents to remove their child from the School or may exclude Parents from School premises and/or School events if he/she reasonably considers that their behaviour or conduct is unreasonable and/or :

- adversely affects (or is likely to affect) the Pupil's or other children's progress at the School;
- adversely affects (or is likely to affect) the wellbeing of the School Staff;
- brings (or is likely to bring) the School into disrepute;
- is not in accordance with the Parents' obligations under these terms and conditions.

For the avoidance of doubt, the School considers regular non-payment of fees to fall into this category.

**6.11 Removal due to non-payment of fees:** The School retains the right to remove Pupils from school in the event of non-payment of fees. See Debtors' Policy for conditions.

**6.12 Removal in other circumstances:** the Head may, at his/her discretion, require Parents to remove their child from the School if he/she reasonably considers that the Pupil's attendance or progress is unsatisfactory and in the Head's reasonable opinion, the removal is in the School's, Pupil's or other children's best interests.

**6.13 Fees following removal or exclusion:** if the Pupil is removed or excluded pursuant to clauses 6.9, 6.10 or 6.11, there will be no refund or remission of fees or supplemental charges for the current or past terms (whether paid or payable). There will be no surcharge to fees in lieu of notice but all arrears of fees and any other sums due to the school will be immediately payable.

**6.14 "Leaving status":** The expression leaving status refers to whether the Pupil has been withdrawn, removed or excluded and to the record which will be entered on the Pupil's files as the reason for leaving. It refers to the Pupil's status as a leaver and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil as well as the financial status of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Head with the Parents and, where appropriate, with the Pupil.

**6.15 Review procedure:** all reviews of disciplinary decisions will be dealt with in accordance with the School's Complaints Policy, available on the School website or from the School office.

**6.16 Complaints concerning disciplinary procedures:** any complaint regarding any disciplinary matter should be made in accordance with the School's published Complaints Policy.

## **7 Provisions for giving notice**

**7.1** It is expected that you will consult with the Head before giving notice to withdraw a Pupil.

**7.2 Cancelling acceptance:** the cancellation of a place which has been accepted is normally a breach of contract which can cause long term loss to the School if it occurs after other families have taken their decisions about schooling for their children. If you cancel your 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 and not cancelled, a term's fees will be payable and shall become due and owing to the School as a debt. The term's fees will be charged at the rate of the term your child was due to start and the deposit will be credited without interest to such payment of the term's fees 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. Parents who cancel acceptance on more than a full term's notice before entry will not be required to pay fees in lieu of notice but the deposit will be retained by the School.

**7.3 Withdrawal by Parents:** if you wish to withdraw your child 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 such rate as would have been charged for the final term of provision if a term's notice had been given.

**7.4 Discontinuing extras:** a term's written notice is required to discontinue extra tuition or other activities charged for as supplemental or a term's fees in lieu of notice for the extra tuition or other activities in which your child has ceased to participate will become due and owing to the School as a debt.

**7.5 Debt due and owing:** in cases under this section, where a term's notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as 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.

**7.6 Termly basis:** the School's affairs are organised on a termly basis and 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 ceasing to participate in an activity part-way through a term.

## **8 Fees**

**8.1 Fees:** 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 and as outlined in the list of fees, shall be met by the fees unless otherwise notified by the School.

**8.2 Supplementary items:** any extra-curricular activities to which you agree in advance, such as private music lessons, trips and visits, shall be deemed to be supplementary to any items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School providing for any special educational needs for your child shall be charged as supplementary to the fees.

**8.3 Joint and several liabilities:** each person who has signed the acceptance form is liable for the whole of the fees due and any supplementary charges. The persons who have signed the acceptance form remain liable to the School for the whole of the fees and all supplementary charges due, unless the School has expressly agreed in writing with the persons who have signed the acceptance form to look exclusively to another person for payment of the fees or any part of them. Where two Parents have signed the acceptance form, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained the prior written consent of both the School and the remaining parent.

**8.4 Bursary:** if your child has been awarded a bursary, your liability will be for the amount of fees due after taking account of the amount awarded.

**8.5 Payment:** You undertake to pay the fees applicable in each School year. Each term's fees accrue separately and the fees payable in respect of each term fall due on the first day of that term and will be included in an invoice sent to those persons who signed the acceptance form or such other person(s) the School has agreed shall pay the fees.

The fees must be paid in full by the first day of term to which the invoice relates. If one or more items on the invoice are under query, the balance must be paid in full.

**8.6 Supplementary charges:** any and all supplementary charges for extra-curricular activities for each term and for any other charges that were agreed during the previous term will be invoiced each term using *ParentMail*. All such supplementary charges must be paid in full within 30 days of invoicing.

**8.7 Payment by instalments:** payment by instalments can be arranged through the Bursar.

**8.8 Educational visits:** a variety of educational visits will be provided for your child while a Pupil at the School. The cost of some educational visits will be charged as an extra through *ParentMail*. Parents' prior consent will be sought for each visit. All educational visits abroad or any in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. Your child is subject to School rules in all respects whilst engaged in a School trip or visit. All additional costs of special measures, such as medical costs, taxis, air fares or professional advice necessary to protect your child's safety and welfare or to respond to breaches of discipline will be charged to Parents prior to the visit taking place.

**8.9 Refund/waiver:** fees and educational visits will not be refunded or waived for absence through sickness or otherwise. In the event that any term is shortened or a vacation is extended and/or the School is temporarily closed due to adverse weather conditions, no reduction of fees will be made in respect of such periods spent at home.

**8.10 Exclusion for non-payment:** We reserve the right to exclude a Pupil and/or terminate these terms and conditions where fees or supplementary charges are unpaid. Please refer to the Debtors' Policy.

**8.11 Late payment:** We will make an interest charge of 5% per annum from the due date, and a late payment fee of £50.00 will be applied to your account for each invoice. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees. You also consent to the School making enquiries of your child's previous school(s) to ascertain whether any sums are due and owing to them.

**8.12 Part payment:** any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of fees.

**8.13 Appropriation:** You agree that the School shall allocate payments made to the earliest balance on the account and any payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of yours.

**8.14 Payment of fees by a third party:** an agreement with a third party, such as a grandparent, to pay the fees or any other 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 other of these terms and conditions. The School reserves the right to refuse payment from a third party.

**8.15 Fee increases:** fees are reviewed annually in March and are subject to increase from time to time as the School considers reasonable. We shall give at least one term's notice of any increase in the fees.

**8.16 Money laundering:** from time to time the School may need to obtain satisfactory evidence, such as a copy of a current passport, of the identity of the person(s) who is/are paying the fees. The School does not accept cash for payment of School fees in any circumstances.

**8.17 Legal costs:** unless we expressly agree otherwise in writing with you, should we reasonably and properly incur any costs, including reasonable legal costs and/or in any event being such costs that would be allowable by courts

if judgement was made in the School's favour, in recovering or attempting to recover fees or any supplementary charges from you or either of you, as the case may be, and any interest applied to such amounts.

## 9 Confidentiality, references and data protection

**9.1 Data protection:** the School will process personal data about you and your child in accordance with the *Data Protection Act 1998* and any subsequent updates to the law. You consent to the School processing such personal data as set out in these terms and conditions and in order to comply with any court order, legal, regulatory or good practice requirement to perform our obligations under these terms and conditions and where otherwise reasonably necessary for the School's purpose. You acknowledge and agree that those persons who have parental responsibility for your child are entitled to receive relevant information about your child from the School, including School reports, correspondence and other materials relating to your child's progress, development and/or education generally. The School shall therefore disclose such information as a matter of routine to such persons unless the School is restricted from doing so by a court order or similar direction or by any other legal requirement of obligation, for example under the *GDPR*.

**9.2 Photographs and filming:** You consent to the School making use of information relating to your child, including photographs and video recordings and relating to you, whilst your child is at the School and after your child has left, for the purposes of:

- (i) Managing relationships between the School and current Pupils and Parents;
- (ii) Promoting the School to prospective Pupils and Parents;
- (iii) Publicising the School's activities;
- (iv) Communicating with the School community and the body of former Pupils.

In respect of points (i), (iii) and (iv) above, this includes the use of such information by the School in/on the School prospectus, website and social media channels, in whatever format or medium. Should Parents wish to withdraw such consent, it must be done so in writing.

**9.3 Updating details:** You undertake to confirm or update as necessary and when requested such information about you and/or your child that is held by the School and in any event inform the School of any change to your or your child's circumstances, including and where applicable, in connection with an entitlement to enter and/or reside in the United Kingdom or to information about you or your child that has been previously notified to the school, including relevant contact details.

**9.3 Reports and references:** information supplied to you and others concerning the progress and character of your child will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. You consent to the School supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied shall be confidential.

## 10 General contractual matters

**10.1 Management:** it is our intention that the terms and conditions will always be operated so as to achieve a balance of fairness between the rights and needs of the Parents and Pupils and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.

**10.2 Legal contract:** the offer of a place and its acceptance by you give rise to a legally binding contract on these terms and conditions.

**10.3 Intellectual property:** the School reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or the work of a Pupil in

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conjunction with any member of Staff and/or other Pupils at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged your child's role in the creation/development of intellectual property. Copyright in your child's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer-generated material belongs to your child. Such work, with the exception of examination scripts, may be returned to your child when it is no longer required for the purposes of assessment or display. You consent for yourself and on behalf of your child (so far as you are entitled to do so) to our retaining such work at School premises until, in our professional judgement, it is appropriate to release the work to your child. We will take reasonable care to preserve your child's work undamaged but cannot accept liability for loss or damage caused to this or any other property of your child by factors outside the direct control of the Head and Staff.

**10.4 (i) Change:** this School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in Staff, in the premises, facilities and their use, in the curriculum and the size and composition of classes, in the School rules and policies, in the disciplinary framework and the length of the School terms. Fee levels are reviewed each year and there will be reasonable fee increases from time to time.

**(ii) Changes and the prospectus:** the prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, from time to time, it may be necessary to make changes to any aspect of the School, including the curriculum or the manner of providing education for your child, including by providing such education remotely whilst your child remains at home when, for example, where the School is required to close the School premises and we reserve the right to do so. For this reason, please ask the School if there is anything of particular concern to you contained within the prospectus, which may not reflect recent changes in the current version.

**(iii) Constitutional change:** for the purposes of constitutional changes to or amalgamation of the School, we reserve the right to transfer the undertaking of the School to any other natural or legal person and to assign the benefit of this contract in connection with any such transfer and/or to amalgamate the School with any other educational institution. Where appropriate we will inform and consult with all Parents in relation to such changes.

**10.5 Consultation:** it is not practicable to consult with Parents and Pupils over every change that may take place. Whenever practicable, you will be consulted and given at least a term's notice of a change of policy or a change in any physical aspect of the School which would have a significant effect on your child's education or pastoral care.

**10.6 Representations:** the School's prospectus and website describe the broad principles on which the School is operated and gives an indication of its history and ethos. The prospectus and website are not part of any agreement between the Parents and the School and will be maintained as up-to-date as reasonably possible. Parents wishing to place a specific reliance on a matter contained in the prospectus, on the website or from a statement made by a member of Staff or Pupil during the course of a conducted tour of the school or a related meeting should seek written confirmation of that matter from the Head before entering this agreement.

**10.7 Third party rights:** only you and the School are parties to this contract. Neither your child nor any other third party is a party to it and neither shall have any right to enforce any part of it.

**10.8 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, unless other arrangements are agreed between us. We shall be entitled to treat any communication from the School to any person who has signed the acceptance form as having been made to both or all such persons. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

**10.9 (i) Cancellation:** the School shall be entitled to cancel this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations under this or any similar agreement with the School and have not, in the case of a breach which is capable of remedy, remedied the same within 14 days of a notice from the School requiring

it to be remedied, including, for the avoidance of doubt, persistent non-payment or material default under these terms and conditions. For the purposes of illustration only and without limitation, the following circumstances would typify what the School is likely to regard as material breach entitling it to terminate this agreement:

- failure to pay any fees or supplementary charges on time;
- you, as opposed to your child, acting in such a way as to give the Head cause to require removal of your child under clause 6.10 of these terms and conditions;
- any other circumstance where your child is excluded from the School in accordance with these terms and conditions, including the School rules;
- failure or refusal to compete and submit to the School a medical questionnaire in respect of your child.

**(ii)** Either party may cancel this agreement forthwith by notice in writing without prejudice to other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound up for any reason.

**(iii)** For the avoidance of doubt this agreement shall end at the end of your child's schooling.

**10.10 Interpretation:** these terms and conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context are for ease of reading only and not otherwise part of the terms and conditions. Examples given in these terms and conditions are by way of illustration only and are not exhaustive.

**10.11 (i) "Force majeure":** in this agreement force majeure shall mean any cause beyond a party's control, including, for the avoidance of doubt, Acts 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.

**(ii)** 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/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. The School shall use its best endeavours during the continuance of the force majeure to provide educational services, including by providing appropriate educational services remotely.

**(iii)** Subject to the above, if the School is prevented from performing all of its obligations as a result of a force majeure for a continuous period greater than six months, the School shall notify you 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 agreement on written notice and without giving a term's notice or paying fees in lieu of notice.

**(iv)** Subject to clause 8.9, in the event that your child is unable to or is likely not to be able to attend the School due to reasons of his/her severe ill-health or physical impairment caused by a force majeure, you shall give the School notice in writing of such circumstances and the following provisions shall apply:

- You shall, in consultation and co-operation with the School, use all reasonable endeavours to mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement in any way that is reasonably practicable in the circumstances, such that your child can participate and benefit from the provision of education by the School, including, for example, participating remotely;
- You shall resume the performance of the obligations as soon as reasonably possible;
- In circumstances where, following the efforts made and steps taken under clause 10.11 (iv), your child is not able to participate and benefit from any level of provision of education by the School, then you shall not be liable for non-performance of your obligations, including the obligation to pay fees, pro-rated accordingly, during the continuance of the force majeure;
- In the event of the force majeure continuing to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months, you shall discuss with the School a solution by which this agreement may be performed and, following such discussions, you shall be entitled to cancel the agreement on written notice and without giving a term's notice or paying a term's fees in lieu of notice.

**10.12 Consumer protection:** if any words alone or in combination infringe the *Unfair Contracts Terms* in the *Consumer Contracts Regulations 1999* 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 deemed fair.

**10.13 Jurisdiction:** This contract was made at the School and is governed exclusively by English law. Parties agree to submit to the exclusive jurisdiction of the English courts.

**10.14 Variation:** We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications with one term's notice.

Please can parents sign the contract below and return to the school office.

.....

Childs name .....

Parents Signature.....

Date .....

**St Bernard's Preparatory School**  
**Hawtrey Close**  
**Slough**  
**SL1 1TB**  
**Telephone 01753 521821**  
**Email [head@stbernardsprep.org](mailto:head@stbernardsprep.org)**  
**[bursar@stbernardsprep.org](mailto:bursar@stbernardsprep.org)**  
**Website [www.stbernardsprep.org](http://www.stbernardsprep.org)**

## APPENDIX 1: LIST OF FEES 2019-2020

### ST BERNARD'S PREPARATORY SCHOOL



#### Fee Structure September 2019 - July 2020

Early Years Dept (Full-Time) £3,060 per term inclusive of lunch

Early Years Dept (Part-Time) Pro-Rata - *Over Six Sessions per Week* Or £33.00 per session-*Less Than Six Sessions*

Years 1 and 2 £3,250.00 per term inclusive of lunch

Years 3 and 4 £3,500.00 per term inclusive of lunch

Years 5 and 6 £3,650.00 per term inclusive of lunch

There will be a fee reduction of £125.00 for a second child

£140.00 for a third child

£160.00 for a fourth child

#### **Payment terms**

Please note that fees are due no later than the FIRST DAY of each term and should be paid by bank transfer or PayPal. Payments received by the school must cover the invoice total after bank or Paypal transaction fees have been deducted.

**\*\*PLEASE NOTE CHANGE OF BANK ACCOUNT\*\***

**All fees paid by bank transfer must be sent to Barclays Bank Sort Code 20-72-17 Account Number 30588172 with your child's name as the reference.**

#### **Additional Charges**

Pupils from Lower Trans upwards are required to purchase, for their personal use, a School Fountain pen, a Bible, an Atlas, Dictionary and Test Preparation Materials. These items must be purchased through the school. Homework club charges are applicable from 3.45pm at a cost of £8 per session. Music lessons & After School Clubs are charged by the external provider.

#### **Advance Payments**

Parents have the option to pay school fees in advance, for which a small reduction will be offered, subject to approval by the Governors. Reductions will be comparable to current BOE interest rates.

#### **Monthly Payments**

If you wish to pay monthly please contact the Bursar.

#### **Debt Policy**

St Bernard's Debt Policy is strictly adhered to. Late payment and interest charges will apply on all accounts that are not paid on time. The school will seek payment through third party debt agencies in the event of non-payment of fees. Full details are available on the school website.



**APPENDIX 3: ACCEPTANCE FORM**

**ST BERNARD'S PREPARATORY SCHOOL  
HAWTREY CLOSE  
SLOUGH SL1 1TB  
Telephone: 01753 521821 Email: [Head@stbernardsprep.org](mailto:Head@stbernardsprep.org)**

**ACCEPTANCE FORM  
Accepting the offer of a place**

Child's Full Name:	Male/Female (please delete as applicable)
Name Generally Used:	Date of Birth:
Date of Entry:	Today's Date:

I/We HEREBY ACCEPT the place which has been offered to us for our child (named above), on the terms of the letter containing that offer and the Terms and Conditions referred to in it.

I/We HEREBY DECLARE individually and jointly that:

- Terms and conditions:* Before signing this form, I/ We have read and understood and we agree to the St Bernard's School Terms and Conditions which will undergo reasonable change from time to time. I/We have retained a copy of the Terms and Conditions with our records.
- Disabilities & Learning Difficulties:* I/We have already provided details of any learning difficulty or disability giving rise to a special educational need (for example, dyslexia, dyspraxia, attention deficit disorder, visual or hearing impairment or any conditioning requiring use of a wheelchair). I/We attach in confidence details of any relevant information received subsequently.
- Medical matters:* I/We have already supplied to the school on the Registration Form in confidence all relevant information about any medical condition, health problem, or allergy which affects my/our child and/or which may prevent my/our child from taking a full part in the school's academic and games/sports curriculum and outdoor activities.
- Religion:* I/We have already provided details to the school and on the Registration information regarding my/our religion (and my/our child's, if different to one or both of ours.) I/We have also stated the relevant denomination within our declared faith.
- Parental Responsibility:* I/We both have parental responsibility / Legal Responsibility for my/our child. I/we both agree that our child should attend this school. No other person has parental responsibility for my/our child.  
I/We will inform the school if my/our child is to reside with any person other than those named on this acceptance form. I/We have informed the school if there are any court orders in relation to my/our child's welfare, for example, as to parental responsibility, residence, contact, prohibited steps, specific issue orders.

6. *School Fees:* I/we will inform the school if it is proposed that anyone other than us will pay or guarantee payment of the fees. Payment of fees by a third party is subject to Clause 4.2 of the Parental Contract. I/We confirm that fees payable to our child's current and any previous schools have been paid or will be paid in full before our child enters St Bernard's Preparatory School. I/We consent to the school making enquiries of our child's current or previous schools for confirmation that all sums due and owing to such school/s have been paid and I/ we consent to your informing any other school or educational establishment to which I/we propose sending our child if any fees of this school are unpaid. I/we have informed the school if either parent or person responsible for payment of fees is an undischarged bankrupt or subject to an individual voluntary arrangement.
7. *Cancellation/Withdrawal:* I/We will not cancel our acceptance of this place or withdraw my/our child from the school without first giving a full term's written notice or paying a term's fees in lieu of notice in accordance with the Terms and Conditions referred to above.
8. *Documents:* I/We confirm that before signing this form, I/we have seen or had an opportunity to see all the documents referred to in the Terms and Conditions.

I/We also understand and support the view that the school will provide teaching in and an understanding of the Roman Catholic Faith. I/We am/are happy for my/our child to receive this teaching and to also play a full and active part in the various Christian festivals, drama productions and assemblies which may include song, dance, prayer and reading from the Old and New Testaments. I/We also understand that my/our child will receive factual instruction in other major world religions.

I/WE HEREBY GIVE THE FOLLOWING CONSENT on behalf of myself/ourselves and (so far as we are entitled to do so) on behalf of my/our child:

1. *Data Protection:* I/We consent to the school (through the Headteacher as the person responsible) obtaining, using and holding "personal data" including "sensitive personal data" such as medical information, to be processed lawfully and fairly in accordance with GDPR, for the purposes of safeguarding and promoting the welfare of my/our child and ensuring that all relevant legal obligations of the School and ourselves are complied with.
2. *Educational Visits & Transport:* I/We consent to my/our child taking part in educational visits which do not involve an overnight stay or travel abroad and I/we consent to my/our child being carried by public transport or school transport driven in a responsible manner by an adult who is suitably qualified and insured.

The School holds a valid Consumer Credit Licence and may reasonably require me/us to provide the Bursar with an up-to-date Credit Report (including a credit score) on myself/ourselves at any time after I/we have accepted the offer of a place whilst our son/daughter is a pupil at the School.

### **Present School**

If applicable, please give the name and address of the present school (with dates):

Name of School: \_\_\_\_\_ Name of Headteacher: \_\_\_\_\_

Address: \_\_\_\_\_

Dates: \_\_\_\_\_

**Special Circumstances:** Please inform us in a covering letter if:

- Any person named in this form expects to change address during the next 12 months.
- The child may be unable to play a full part in the games and sporting curriculum of the School.
- There is any reason to suspect that the child has any learning difficulties or special educational needs, or if there is a family history of any learning difficulty.

**Declaration**

I/We HAVE READ AND AGREE THE Standard Terms and Conditions attached and understand they may undergo reasonable change from time to time as circumstances require. I/We accept the offer of a place as set out in the Letter of Offer. This acceptance will not be withdrawn or cancelled without one term's calendar notice, or fees paid in lieu. I/We certify that fees of the current and any previous school **have been** paid and that the child **has not** been excluded or removed from any school for misconduct, and I/We confirm that all information requested above has been provided. A cheque for the Acceptance Deposit in accordance with the Fees List is enclosed.

(Both Parents/Guardians to sign).

First Signature:	Second Signature:
Name in Full:	Name in Full:
Relationship to the child:	Relationship to the child:
Contact Telephone No.	Contact Telephone No.
Address:	Address (if different)
Date:	Date:

Please return this form and your cheque to the Registrar together with a letter addressed to the Headteacher confirming your acceptance. Any new information following submission of this form should be directed to the Registrar as soon as possible.

**The offer of a place will not be confirmed until the School has considered the information on this form.**

Appendix 4: Home School agreement

## St Bernard's Preparatory School



## Home School Agreement

Name of pupil \_\_\_\_\_

*St Bernard's Preparatory School is committed to safeguarding and promoting the Welfare of children and Young people and expects all staff and volunteers to share this commitment. It is our aim that all pupils fulfil their potential.*

# St Bernard's Preparatory School

## Home School Agreement

### Mission Statement

**With God as our shelter and Christ as our guide, the mission of St Bernard's Preparatory School is to educate towards love and service to God, each other and the wider community. Through our broad balanced curriculum we will develop an understanding of each faith and the values We share. We will treat each person with respect, knowing we are special and unique.**

**St Bernard's is part of the St Benedict's family of schools. All schools in the group share a similar Catholic and Benedictine/Bernardine ethos.**

This agreement has been drawn up in consultation through the Governing Body and the Leadership Team.

Our school's principal aims are:

- To initiate worship, celebration and prayer within the curriculum as a natural part of school life
- To value everyone as unique and individual and made in the likeness of God, happy with the person they have become
- To nurture a love of learning and to develop, as fully as possible, each child's academic potential and talents
- To generate an understanding of the need for care and consideration for others within our community and wider world
- To provide a broad, balanced and challenging curriculum, enriched with extra –curricular experiences and opportunities for learning. These will be appropriated to the needs of the individual pupil to enable each to achieve his or her full potential academically, spiritually, morally, socially and physically

We can achieve these aims by working in partnership with all parents, in support of their own child. Our aim with this agreement is to state clearly our commitments as a school to both parents and Pupils. In sharing with you our expectations of our pupil, we seek your support.

Please sign and return **one** copy of this agreement which will then be kept on file in the school.

**Pupils - I will:**

- Partake in school Masses or acts of worship to my full potential
- Show respect for God, for others and self-respect
- Be polite, caring and helpful
- Have respect for the environment
- Do all my work to the best of my ability
- Keep to the school policy and code of conduct
- Ensure my homework is completed to a high standard
- Wear my full school uniform with pride and be tidy in appearance
- Bring all the equipment I need for lessons and activities
- Ensure that all letters (either from home or school) are given to the person that they are intended for
- Use my best effort, energy and sportsmanship in all competitive activities, including physical education and games, both as an individual and as part of a team

Name of pupil \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

**Parents/ Carers - We will:**

- Support the school by promoting the ethos of the Catholic School
- See that our child attends school regularly and punctually, in the correct uniform and is properly equipped
- Make the school aware of anything that might affect our child's learning or behaviour
- Support the teaching of Religious Education by teaching basic prayers as provided by you and by encouraging our pupil in daily prayer
- Support the teaching of Literacy and Numeracy by listening to our child read and encouraging good reading habits, by talking to them about their writing and by taking opportunities to show them how numbers work
- Support the School's Homework Policy and the learning of times tables, number bonds and spellings
- Notify the school promptly of any reason for absence
- Notify the school with change of address and contact numbers
- Keep the school informed of the medical needs of our child
- Attend meetings/ discussions about our child's progress
- Support the code of conduct in the school car park and on school premises

Parents' Names \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## School Car Park Code of Conduct

- At all times, please consider carefully the safety of pedestrians when parking or driving in the car park or the vicinity of our school
- At all times, please be courteous and consider the needs of other road users in the car park or the vicinity of our school. Please do not cause unnecessary obstruction to other users
- Please whenever possible use the available parking at *Sainsbury's*, which helps to relieve the pressure during afternoon collection
- Please observe the road traffic regulations in the vicinity of our school:
  1. Comply with the 5mph speed limit
  2. Ensure all children are supervised in and around the car park at all times
  3. Put pedestrians first when manoeuvring in the car park
  4. Give way to school minibuses
  5. Report any accidents to the school office immediately
- Please park within the clearly marked bays within the confines of our school car park. If the bays are full please find alternative parking outside the school gates
- Please do not obstruct access to disabled parking bays or prevent emergency vehicles access to the school
- Supervise your children closely at the front of the school
- Leave the car park promptly once you have collected your child(ren).

### **Do not park within the confines of the clearly marked access areas**

#### **The school will aim to:**

- Foster in your child a love of God, others and themselves
- Achieve high standards of learning and behaviour
- Care for your child's safety, security and happiness
- Ensure that your child achieves his/ her potential as a unique individual and as a valued member of the school community
- Arrange opportunities for you to discuss your child's progress or any concerns or problems that affect your child's behaviour or work
- Set, mark and monitor homework appropriate to your child's needs
- Keep you informed about school life
- Provide written reports on your child's progress and development
- Provide a broad and balanced curriculum

Signature \_\_\_\_\_ Headmaster \_\_\_\_\_ Date \_\_\_\_\_