



FOREST PREPARATORY SCHOOL

MOSS LANE, TIMPERLEY, ALTRINCHAM, CHESHIRE, WA15 6LJ.

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TERMS AND CONDITIONS

1. Definitions

“Admission Form” means the form provided by the School for parents to complete when accepting a place at the School.

“child” means a child of whatever age admitted by the School to be educated.

“deposit” means the sum set out in the Registration Form, completed when a child is registered to attend the School.

“fees” means the fees set out in the schedule of fees as amended from time to time.

“Headteacher” means the person appointed to be responsible for the day to day management of the School and includes those to whom the duties of the Headteacher have been delegated.

“term” means the periods when the School is in session notified to parents from time to time.

“Terms and Conditions” means these Terms and Conditions of admission as amended from time to time.

“we” or the “School” means Forest Preparatory School.

“you” or the “parents/guardians” means each person who has signed the Admission Form as parent or guardian of a child or who with the School’s written consent has subsequently assumed parental responsibility for the pupil.

2. Entry to the School

(a) Acceptance of a Place

An offer of a place for your child at the School is accepted by signing the Registration Form and paying the deposit, which is not refundable if your child does not take up the place, nor if your child leaves before the Reception class. The deposit is credited without interest and minus any outstanding monies when your child leaves.

(b) Decision not to take up the place

If following an acceptance of a place offered you later decide to not take up the place, the School must be informed by the first day of the Summer Term in the calendar year your child is due to start. Failure to provide this notice will result in you owing to the school one full term’s fees. The deposit remains non-refundable regardless of when you inform the school of your decision not to take up the place.

3. Fees and Extras

(a) Items Covered

Fees cover the School’s normal curriculum (together with most books, stationery and lunch where applicable). Other items such as private music lessons, trips and visits which you agree your child may participate in and certain other extra curricular activities may be charged as extras. Lost or damaged articles of School property may be charged as extras.

(b) By whom payable

Each person who has signed the Admissions 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 Admissions 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 Admissions Form to look exclusively to any other person for payment of the fees or any part of them.

(c) When payable

Each invoice must be paid either:

- (a) in full on or before the first day of term; or
- (b) on receipt when it relates to extras, e.g. after school club, Late Stay, etc.

(d) Recovery of Unpaid Fees

We reserve the right to refuse to allow your child to attend the School while fees remain unpaid. We may make an interest charge of 5 per cent per month or part thereof on late payment. We reserve the right to charge for costs incurred when pursuing the recovery of fees due. You consent to us advising any other school or educational establishment of any outstanding fees.

(e) Review of Fees

We have the right to review the fees for a term by giving you notice in writing at any time up to the last day of the preceding term. We shall try, however, to give not less than one full term’s notice of alteration to the fees.

- (f) **Refund of Fees**
Fees and prepaid extras will not be remitted from absence through sickness or any other cause. In particular fees and prepaid extras will not be remitted if for any reason a term is shortened or a holiday extended.
- (g) **Sibling Discount**
For a third child in the same family there is a reduction of 10% per term and for a fourth and subsequent child there is a reduction of a further 10%.

4. Events Requiring Notice in Writing

You must give one term's written notice or payment in lieu (the receipt of which is confirmed by us) in the following cases: (a) Withdrawal of your child other than at the end of his/her preparatory schooling; and
(b) Discontinuance of an extra

For the avoidance of any doubt, one full term is the first day of term to the last day of a term and not any period overlapping two terms.

5. Removal or Suspension of a Child

The Headteacher may at his/her absolute discretion require you to remove or may suspend or expel your child from the School if he/she considers that:

- (a) your child's attendance, progress or behaviour is unsatisfactory in any way, or a risk to staff and other children, and in the opinion of the Headteacher the removal is in the School's best interest or those of your child or other children.
- (b) your child's behaviour off the school premises and in or out of the term time be such that, in his/her opinion, it brings the School into disrepute.
- (c) the behaviour of the parents, or of either parent, is unreasonable and affects or is likely to affect adversely the child's and/or other children's progress at the School or in the opinion of the Headteacher is a risk to staff, children or other parents.
- (c) A child may be excluded through the 'Special Measure' procedure (see Behaviour Policy).
- (d) Should the Headteacher exercise his/her right under sub clause 5(a), 5(b) or 5(c) above you shall not be entitled to any refund or remission of fees or extras paid or due. The deposit will be forfeited but fees in lieu of notice will not be charged.
- (e) The School Behaviour Policy sets out examples of offences likely to be punishable by suspension and expulsion.
- (f) In the event of an expulsion parents may, within 14 days of notice of the expulsion being sent to them, apply in writing for a review of the decision to be made in accordance with the School's Complaints Policy as published from time to time.

6. Home/School Agreement and Discipline

- (a) It is a condition of remaining at the School that the terms of the Home/School Agreement are complied with. This may be amended from time to time. In particular you undertake to ensure that your child attends School punctually and regularly throughout each term 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) If there are reasonable grounds for suspecting that your child has been using illegal drugs the Headteacher may require your child to submit to testing for drugs in accordance with procedures approved by a medical practitioner.

7. The School's Care and Education of your Child

- (a) **Physical Contact**
You consent to your child receiving such physical contact as may be lawful, appropriate and proper for teaching and to provide comfort in distress or to maintain good order. Staff ensure their behaviour and actions do not place pupils or themselves at risk of harm or allegations of harm to a pupil e.g. in one-to-one tuition (unless the door is open), sports coaching, conveying a pupil by car (unless by prior agreement with parents and the Headteacher), engaging in inappropriate electronic communication with a pupil, avoiding touching pupils (unless absolutely necessary for teaching purposes and even then, being extremely careful that it is not inappropriate), ensuring staff dress professionally.
- (b) **Urgent Medical Care**
If your child requires urgent medical attention while at School all reasonable efforts will be made 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 anaesthetic or operation) recommended by a doctor.
- (c) **Health Problems**
You undertake to inform the School of any health or medical condition or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.
- (d) **Court Orders**
The Headteacher must be notified in writing immediately of any court orders in relation to your child. A parent may be excluded from School premises if the Headteacher acting properly considers such exclusion to be in the best interests of a child or the School.

(e) Absence
The Headteacher must be informed in writing of the reason for any absence from School by your child. Wherever possible the School's prior consent should be sought for absence from the School. If your child leaves the school during the school day then the 'guardian at the time' collecting him/her is required to complete the "Signing out Book" situated in the office, giving details of why and where he/she is going. The School does not accept responsibility for the welfare of your child off the school premises other than for a school activity.

(f) Personal Property
The School does not accept responsibility for personal property.

(g) Complaints and Bullying
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 relation to alleged bullying we cannot be held responsible for failing to address a situation of which we are not aware.)

Complaints should be made in accordance with the School's Complaints Policy as published from time to time.

(h) Curriculum
It is our policy to educate each child through a broad and balanced curriculum. Although our prospectus and website describe the broad principles on which the School is presently run and is believed to be correct at the time of publishing, they do not form part of the agreement between us. We reserve the right to make changes to any aspects of the School including the curriculum if we feel that it is necessary or right to do so. We will give parents a term's notice of significant changes in policy likely materially to affect the School community.

(i) Progress Reports and Special Educational Needs
We shall monitor your child's progress at School and produce two interim reports (Kindergarten – Year 6) and a full written report annually. 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 learning difficulties. A formal assessment can be arranged either by you or the School at your expense. We would be prepared to support any advice given as far as possible but you may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Headteacher the School cannot provide adequately for your child's special educational needs. The deposit would be refunded in these circumstances.

8. General

(a) Insurances
You must make your own insurance arrangements if you require cover for your child's property while at School. Your child may be included in the Pupils' Personal Accident Insurance Scheme, the charge for which is shown on the invoice for school fees.

(b) Confidentiality and References
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. You agree to inform us of any applications made by or on behalf of your child to any other school or educational establishment.

(c) Copyright and Patent
We shall recognise any intellectual property rights vested in your child. Your child's photograph or school work will not be used on the School's website, in any publication or any advertisement without your prior consent.

(d) Consumer Protection
If any part of these terms and conditions infringe the Unfair Terms in Consumer Contracts Regulations 1994 or any other legal provision they shall be treated as severable and shall be replaced with words which give as near as may be fair the original meaning.

(e) Change of Address
You undertake to notify the School of any change of contact details, e.g. address, telephone number, etc.

(f) Interpretation
Headings and sub-headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

(g) Proper Law and Forum
The contract between you and the School (of which these Terms and Conditions form a part) is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

(h) Variations
These terms and conditions may be varied from time to time.