

BROOMFIELD HOUSE SCHOOL

Terms and Conditions

1 Definitions

- 1.1 "Acceptance Form" means the attached form
- 1.2 "Deposit" means the sum payable on account in accordance with Clause 3
- 1.3 "Fees" means fees in accordance with the School's tariff and the expression includes extra charges where appropriate
- 1.4 "Head" means the person exercising the function of Head Teacher
- 1.5 "Parent(s)" means any person signing this agreement who has parental responsibility for the child and includes any person such as a guardian who we are told in writing has authority to make decisions on which the School can act
- 1.6 "Proprietor" means Norton York or such other person or company that may be the proprietor (owner) of the School from time to time, including Broomfield House School Ltd (Company No: 03726646)
- 1.7 "School" means Broomfield House School acting by the Proprietor
- 1.8 "School Rules" means the rules of Broomfield House School to include the code of conduct, policies and regulations
- 1.9 "we", "our" or "us" means the School
- 1.10 "you" means the Parent(s) signing this agreement

2 Agreement

- 2.1 A legally binding agreement is made when the completed Acceptance Form and the Deposit are received by the School on or before the date specified by the Head.
- 2.2 This agreement is subject to the policies and procedures of the School and these may be changed at the discretion of the School.
- 2.3 Subject to what follows, this agreement will continue for as long as your child is in the School and will end at the end of the last term in Year 6. Unless otherwise agreed by the Head in advance and in writing, all pupils are admitted to the School in the expectation that you will keep them in the School until the end of Year 6 unless your personal circumstances change so that this becomes impracticable.
- 2.4 Each Parent signing this agreement accepts full responsibility under it. This means that, subject to any relevant order of the court, we can act on instructions or requests from either Parent at our discretion as we think to be in the interests of the child. However, all those who have signed the Acceptance Form must give notice to bring this agreement to an end.
- 2.5 It is intended that the terms of this agreement should only be enforced by you or us and no-one else will acquire any rights under it.

3 Deposit

- 3.1 You must pay the Deposit of £1250 on acceptance of a place at the School.
- 3.2 Subject to the provisions relating to termination and withdrawal below, the Deposit is returnable once your child has attended the School for 9 consecutive terms. It will be credited against your account for your child's final term as soon as reasonably practicable (less any outstanding charges) and otherwise is non-returnable. No interest will be paid on the Deposit.

4 Fees

- 4.1 Fees are payable by the Parents individually and jointly, and by any third party who has agreed with the School in writing to make, or assist with, payments.
- 4.2 Fees are payable before the first day of the term for the whole term even if your child is not at School for any reason at that time. If they are not paid on time we may require you to remove your child from the School until they are paid. No refund of Fees will

be made if for any reason your child does not complete or is absent for any part of the term.

- 4.3 Charges for extra services or items supplied by the School must be paid in advance where these can be calculated.
 - 4.3.1 Half a term's notice must be given to cancel the following extra-curricular activities/clubs: Art, Cookery, Dance, Drama, Drum, Football, Netball, Spanish, Technokids, Athletics, Karate and Fencing Clubs and Before and After School Care.
 - 4.3.2 A clear term's notice must be given if you want to cancel any other extra-curricular activity/club not listed in clause 4.3.1. including instrumental music lessons.
- 4.4 We may inform other schools or educational establishments to which you propose to send your child of any outstanding Fees or additional charges.
- 4.5 Fees may be increased at any time. A clear term's notice of the increase will be given where possible.
- 4.6 We may charge interest at 2% per month on Fees not paid before the first day of term and you must pay all costs that the School reasonably incurs in connection with the collection of unpaid Fees.

5 Termination and Withdrawal by Parents

- 5.1 A full term's written notice that your child will not be returning to the School after the end of a term must be received by the Head from the Parent on or before the first day of that term.
- 5.2 If a full term's written notice is not received by the Head a term's Fees in Lieu of Notice will be due to the School as a debt at such rate as would have been charged for the final term of provision if a term's notice had been given.
- 5.3 In cases under clause 5.2 above, the Fees in Lieu of Notice will become payable to the School on the first day of the term which would have been the final term of provision if a term's notice had been given.
- 5.4 Fees in Lieu of Notice must be paid by bank transfer.
- 5.5 Written notice will be acknowledged in writing by the Head within seven days of receipt. The Parent must contact the School promptly if no such acknowledgment is received.

6 Termination and Withdrawal by the School

- 6.1 The School may terminate the agreement if the information provided to the School before your child joins is incomplete or inaccurate or any additional information indicates that your child would not be suited to the education provided by the School.
- 6.2 The School may give no less than one term's written notice to the Parent if, in the opinion of the Head, after due deliberation, your child will not benefit from continuing to be educated at the School or has not attained a sufficiently high standard of work or behaviour for continuation into the next school year.
- 6.3 If in the Head's considered opinion the Parent's behaviour is unreasonable and is likely to affect adversely your child or other pupils or staff at the School, or bring the School into disrepute, or if the Head feels that the necessary relationship of trust and confidence between the parties has irreparably broken down, the School may give notice that it will terminate the agreement immediately.
- 6.4 The School may terminate the agreement and require your child to be withdrawn if you have failed to meet your obligations to pay Fees in respect of your child.
- 6.5 In all cases of termination by the School, full Fees remain payable for the term in which it occurs.
- 6.6 You are entitled to have any disciplinary matters or decisions taken by the School and/or Head under this paragraph reviewed. Any such review shall be governed by

the Complaints Procedure. In all cases of exclusion and withdrawal by the School, full Fees remain payable for the term in which it occurs less the Deposit.

7 The School's Obligations

- 7.1 While your child remains a pupil of the School, we will use reasonable professional skills to provide your child with a good education. The School does not, however, guarantee that your child will reach any particular level of attainment or be able to go on to any particular school.
- 7.2 We will monitor your child's progress at the School and produce regular written reports. We will advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other conditions. A formal assessment can be arranged either by you or by the School at your expense. It is your responsibility to disclose any known needs or disabilities when applying for a place.
- 7.3 While your child remains a pupil of the School, We will exercise reasonable skill and care in respect of his or her 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.
- 7.4 Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- 7.5 The School takes care over its prospectus and issues it in good faith but it does not form part of this agreement. Our prospectus describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child.
- 7.6 The Head has the overall responsibility for running the School, for the maintenance of standards of behaviour and academic achievement and for the welfare of all the pupils
 - 7.6.1 s/he, under the direction of the Proprietor, has control of the curriculum. S/he decides what and how subjects are taught.
 - 7.6.2 s/he has the right to exclude a pupil. This will only be used in cases of serious misconduct examples of which are provided in the School's published exclusions policy, a copy of which can be obtained from the School Office.

8 The Parents' Obligations

- 8.1 You confirm that the information you have given the School about your child is accurate.
- 8.2 In entering into the agreement the Parent/s agree that they and their child will:
 - 8.2.1 be bound by the School Rules and by these Terms and Conditions;
 - 8.2.2 support the School in maintaining its ethos as set out in its prospectus and policy statements and in maintaining good standards of behaviour and conduct for pupils and parents. Policies and procedures may be changed as part of the general development of the School and to facilitate the School achieving its aims and objectives. Support of the ethos of the School involves you supporting the School in achieving high standards of behaviour and achievement;
 - 8.2.3 make sure that your child attends regularly, punctually and in School uniform;
 - 8.2.4 help the School to meet its responsibilities by bringing to the Head's attention as soon as practicable any concerns you have about your child or about the way the School is dealing with him or her. This is particularly important if you feel that your child may have educational needs that are not being met;

8.2.5 inform the School promptly of any changes to the details contained in the Acceptance Form including address, telephone numbers and email addresses; and

8.2.6 attend the regular parents' meetings if possible and to respond as quickly as is practicable to any specific request from the School for a meeting with you.

9 **Insurance**

Pupils' personal property is not covered by the School's insurance when on School premises. The School does not accept responsibility for loss or damage to a pupil's personal property on School premises or on School visits. You should make sure that you have your own insurance cover. All property (including clothing) should be clearly marked with your child's name.

10 **Complaints**

Complaints will be dealt with in accordance with the School's published procedure in force from time to time, a copy of which can be found on the School's website or obtained from the School office.

11 **Medical**

11.1 It is a condition of your child's joining and remaining at the School that you complete and submit to the School our Pupil Information Form, including full answers to our medical and dietary questions in respect of your child. You must notify the School of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops. You must notify the School immediately of any changes to the information supplied or if your child develops health problems that may be relevant to the way the School looks after your child.

11.2 The Parent grants the Head (or the person with responsibility for your child at the relevant time) full authority to consent to the carrying out of any emergency medical treatment or anaesthetic certified by a medical practitioner to be necessary for your child, if the Parent cannot be contacted immediately by the School.

11.3 We reserve the right to administer basic first aid and treatment where necessary in accordance with our first aid and medication policy, which can be found on our website.

12 **Temporary Closure**

If the School has to close temporarily due to circumstances beyond the School's control, the School will use reasonable endeavours to continue to provide educational services, but the School term will not be extended, nor will Fees be refunded.

13 **Data Protection**

13.1 The School will process personal data about you and your child in accordance with the Data Protection Act (as amended or superseded, including from 25 May 2018 the General Data Protection Regulations) and other related legislation. We will process such personal data:

13.1.1 as set out in this clause, and in our Privacy Notice which is available on our website as may be amended from time to time;

13.1.2 in order to comply with any court order or legal, regulatory or good practice requirement; and

13.1.3 to perform our obligations under this contract, and where otherwise reasonably necessary for our purposes.

13.2 We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. This will include name, contact details, school records, photographs and video recordings, both whilst your child is at the School and after he or she has left, for the purposes of:

- 13.2.1 managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
- 13.2.2 promoting the School to prospective pupils/parents;
- 13.2.3 publicising the School's activities; and
- 13.2.4 communicating with the school community and the body of former pupils.
- 13.2.5 communicating with Government agencies as required by legislation.

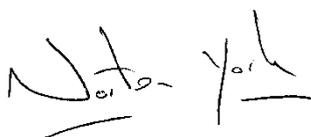
14 **Changes in ownership**

For the purposes of constitutional changes to the School or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation. We will notify you if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

15 **Variation of Terms and Conditions**

We reserve the right to update and/or amend these terms and conditions on giving at least one term's notice in writing.

Signed by.

A handwritten signature in black ink, appearing to read 'N. York' with a horizontal line underneath.

Headteacher