

St Martin's Preparatory School's Terms and Conditions

<i>Please read these terms carefully before you accept our offer of a place at the school for your child.</i>		which you propose to send your child of any outstanding monies owed to the school. You also consent (if necessary) to permit our Credit Control Department to carry out a search (at any time) with a credit reference agency, keep a record of that search and may share that information with other businesses. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid monies or supplemental charges from you (including reasonable legal costs).		pupil of the school from the time of joining the school until the end of his or her time at the end of the school. However, the school shall not be obliged to permit your child to move between educational stages unless the school is satisfied that it is appropriate for your child to do so and the school will notify you in writing if it is not appropriate for your child to proceed from one stage to the other (the transition between education stages within the school (such as from Nursery to Preparatory, Preparatory to Senior, or Senior to Sixth Form) shall apply where applicable and as provided by the school. For schools without all specified stages, this clause shall apply only to those transitions available within the school's current educational structure).	
1. Definitions					
1.1.	Meanings of some words and phrases we use in these terms and conditions.				
In these terms and conditions some words and phrases have particular meanings, and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here. Please take note of them.		4.5.	Charges will be reviewed annually (immediately if UK legislation changes) and may be increased by such amount as the school considers reasonable.	8.2.	The scope of our duty to exercise reasonable skill and care for your child's education and welfare.
1.1.1.	" registration form " means the form provided by the school for parents to complete when applying for a place for their child at the school.	4.6.	No charges will be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations, there is no reduction in charges.		
1.1.2.	" child " means a child of whatever age admitted by the school to be educated.	4.7.	If the School at any time assesses (or HMRC at any time determines) that any of the Services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable charges for those Services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant charge and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.		While your child remains a pupil of the school, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on school premises or is participating in activities organised by the school. We cannot accept any responsibility for the welfare of your child while off the school premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of school staff.
1.1.3.	" complaints procedure " means the school's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the school. It does not form part of the contract between you and the school. A copy of the most up-to-date procedure is on the school's website and is otherwise available from the school at any time upon request.	5. Notice requirements		8.3.	Consent to participation in contact sports and similar activities.
1.1.4.	" contract " has the meaning given in Clause 1.3 below.	5.1.	Notice to withdraw your child from the school.		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.
1.1.5.	" deposit " means the amount set out and referred to as the deposit in the registration form.		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 penalty equivalent to a full term's charges, at the rate applicable in the schedule of charges.	8.4.	What happens if your child needs urgent medical attention?
1.1.6.	" charge " and " charges " includes all the costs incurred in the usual course of the education of your child, including tuition fees, supervision (including boarding supervision), any necessary educational materials (including licenses and subscriptions), swimming, assessment charges and includes optional charges for food, routine transport in the school day and building maintenance funds.	5.2.	This means that if, for example, you wish to withdraw your child with effect from the start of an academic year, at the start of an academic year, you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (i.e. the final term of the preceding academic year).	8.5.	If your child requires urgent medical attention while under the school's care, we will if practicable attempt to obtain your prior consent. However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).
1.1.7.	" head " means the person appointed by the Governors of the school from time to time to be responsible for (or to share in the responsibility for) the day-to-day running of the school, including anyone to whom such duties have been delegated.		Where applicable, if you wish to change your child's place at the school from a boarding to a day place you shall either give a term's notice or shall pay to the school the difference between the boarding and the day or weekly boarding rate.		Our right to make changes at the school.
1.1.8.	" schedule of charges " means the published note of the school's prevailing charges notified to you from time to time and a copy of which remains available on the school's website and from the school at any time upon request.	5.3.	Where the relevant penalty must be paid.		Our website 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 (including by providing such education remotely (whilst your child remains at home, for example, where the school is required to close the school premises)).
1.1.9.	" school rules " means the rules of the school and guidance for parents as 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. A copy of the current version is available on the school website.		Where an appropriate Notice to Withdraw has not been given, a request for payment will be issued and will be payable on a 7 day notice period or before the child leaves the school.	8.6.	Monitoring your child's progress at the school.
1.1.10.	" term " means a term of the school year as notified to parents from time to time.	5.4.	Notice to withdraw your child from participating in an activity covered by a supplemental charge.		We shall monitor your child's progress at the school and produce regular written reports and the opportunity for consultations with teachers. We shall advise you if we have any concern about your child's progress, but we do not undertake to diagnose any specific learning conditions. A formal educational psychologist assessment or other assessments can be arranged either by you or by the school at your expense. You may be asked to withdraw your child without being charged any penalty charges if in the opinion of the school, the school cannot provide adequately for your child's special/additional educational needs.
1.1.11.	" 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.	5.5.	If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a term's notice to that effect or shall pay to the school as a debt a term's charges for the activity in which your child has ceased to participate.	9. The parents' obligations	
1.1.12.	" terms and conditions " means these terms and conditions as 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.		Withdrawal part-way through a term does not reduce the amount you owe to the school.	9.1.	We require your co-operation.
1.1.13.	" we " or the " school " means the legal entity carrying on as the school as identified in Clause 1.2 below; and	6. School rules			In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the head and school staff need your co-operation, including by you fulfilling your own obligations under this contract.
1.1.14.	" you " or the " parents " means each person who has signed the registration form as a person with responsibility of the child.	6.1.	You and your child must comply with the school rules.	9.2.	Examples of the co-operation and assistance we require.
In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding and appreciation of what we are referring to. We do this by using the words "for example", "includes" or "including" and, because we do not intend for the examples given to be exhaustive, when we do use these words it means that the examples that are given are not exclusive or limiting examples of the matter in question.		6.2.	It is a condition of remaining at the school that you and your child do so. In addition, you promise to ensure that your child attends school punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue from time to time.	9.2.1.	maintaining a constructive relationship with school staff (including in instances where the school is exercising its rights and performing its obligations under this contract).
Also, in these terms and conditions we use headings to introduce the separate provisions. These headings are for ease of understanding only.		6.3.	We may undertake drugs testing of your child.	9.2.2.	encouraging your child in his or her studies and giving appropriate support at home.
1.2.	Who we are.		The school may undertake drugs testing of pupils in accordance with its drugs policy as set out in The Behaviour and Discipline Policy. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.	9.2.3.	keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay).
1.3.	Our contract with you.	7.	Suspension, exclusion and required removal	9.2.4.	ensuring that all details or other information notified or otherwise disclosed to the school about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld.
The registration form , the schedule of charges , the school rules , and these terms and conditions (as in each case may be varied from time to time) form the terms of an agreement (the " contract ") between you and the school. The most up to date version will be available on the school website. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.		7.1.	The head's discretion to suspend or exclude your child from the school.	9.2.5.	providing cooperation and assistance to the school so that your child can participate and benefit from the school's provision of education (including where the school may wish/need to provide such education remotely); and
2. Deposit		7.2.	The head may, in his or her discretion suspend or, in serious or persistent cases, expel your child from the school if the head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the school's best interests or those of your child or other children.	9.2.6.	attending meetings and keeping in touch with the school where your child's interests so require.
2.1.	The non-refundable status of the deposit.		Where you can find examples of offences punishable by suspension or expulsion.	9.3.	You must notify us of your child's health/medical conditions or special/additional educational needs.
2.2.	The deposit is <u>not refundable</u> if your child does not take up a place at the school.	7.3.	The Behaviour and Discipline Policy sets out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and the head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the school may be considered.		It is a condition of your child's joining the school that you complete and submit to the school a medical questionnaire in respect of your child. You must inform the school of any health or medical condition, special/additional educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the school or otherwise, any reports or other materials relevant to any of the same.
	How we use the deposit.		The head may in their discretion require you to remove your child from the school if the head considers that:	9.4.	Circumstances where we may require you to keep your child away from school.
3.	Withdrawing your acceptance of a place before your child joins the school	7.3.1.	your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the school, or the wellbeing of school staff; and/or brings (or is likely to bring) the school into disrepute; and/or is not in accordance with your obligations under this contract or because we have a legal right to end the contract because of something you have done wrong;		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 passed. Where it is considered appropriate in such circumstances we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
3.1.	The period of notice we require.	7.3.2.	your child's attendance or progress is unsatisfactory, and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children.	9.5.	You must notify us of any special arrangements needed for your child.
	If you wish to withdraw your acceptance of a place AFTER submitting the registration form and paying the deposit but BEFORE your child starts at the school you must give us written notice before the 1st of March preceding entry in September of that year. For Spring and Summer term entry, written notice must be given on the first day of the term immediately preceding the term in which your child was due to start.	7.4.	What happens if your child is suspended, excluded or removed from the school?	9.6.	You must inform the school of any situations where special arrangements may be needed in relation to your child, including in relation to their education or welfare.
3.2.	If we do not receive that period of notice.		Should the head exercise their right under either Clause 7.1 or Clause 7.3 above you will not be entitled to any refund or remission of any charges due (whether paid or payable). Also, where your child is expelled, or you are required to remove your child from the school the deposit will be forfeited meaning that the school will retain the deposit. If your child is expelled from the school no further penalty charge will be payable and any prepaid charges for the period after the expulsion will be refunded.		You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them.
4.	School charges, supplemental charges and payment	7.5.	Your right to have disciplinary matters or decisions reviewed.		You must inform the school if, at any time prior to or during your child's time at the school, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the school (including its premises) and/or the school's provision of education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) payment of charges. In any such circumstances you shall (whether upon request or otherwise) promptly provide the school with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof).
4.1.	Any extra-curricular activities such as private music lessons, school organised clubs and trips in which you agree your child may participate in shall be deemed to be supplemental to items met by the ordinary charges and charged for accordingly. In addition to this, charges incurred by the school in providing for special educational needs and exam costs shall be charged as supplemental to the charges.		You are entitled to have any serious disciplinary matters or decisions taken by the school and/or head under this Clause 7 reviewed and appealed to the school's directors (see the Admissions and Exclusions Policy).	9.7.	We are entitled to expect that parents have consulted with each other regarding decisions relating to your child.
4.2.	Each person who has signed the registration form is liable for all charges due and any supplemental charges, unless the school has agreed in writing to look exclusively to any other person for payment.	8. The school's obligations			You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the school, the school is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9.9 below, you (and each of you) accept that the school is entitled to
4.3.	All requests for payments must be made by the following dates: Autumn Term - 31st August; Spring Term - 31st December; Summer Term - 30th April. If payments are not received on time, a late penalty charge of £125 per week may be applied.	8.1.	The period of your child's schooling.		
4.4.	We reserve the right to refuse to allow your child to attend the school or to withhold any references while any charges remain unpaid. An interest charge of 3% above the Bank of England base rate will be incurred on any late payment (this is in addition to the late penalty charge of £125 as detailed in Section 4.3). You consent to our informing any other school or educational establishment to		Subject to these terms and conditions, the school will accept your child as a		

	treat:
9.7.1.	any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
9.7.2.	any communication from the school to one of you as having been given to both of you.
9.8.	We are entitled to require that notices of withdrawal must be signed by both parents.
	A notice of withdrawal of your child served under this contract (i.e. under any of Clauses 3 or 5) must be in writing and signed by each of you as the holders of parental responsibility for your child. The school shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice.
9.9.	You must notify us of your child's absence from school.
	The head must be informed in writing of any reason for your child's absence from school. Wherever possible the school's prior consent should be sought for absence from the school.
9.10.	Parents must notify us if they will be absent for a period of time.
	If at any time during your child's time at the school you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must inform the school in writing and provide the details required by the school as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
9.11.	Raising concerns with the school and making formal complaints.
	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 undue delay. Complaints should be made in accordance with the complaints procedure. A copy of the most up-to-date version of the complaints procedure is on the school's website and is otherwise available from the school at any time upon request.
10.	Insurance
	Insurance arrangements (effective 1 January 2025).
	Your child is included in an obligatory personal accident insurance scheme, the charge for which is billed to you by the school. Healthcare insurance is provided for boarders and is a separate charge to parents. This is obligatory although parents can make their own arrangements. A Refunds Scheme and Personal Effects insurance are charged to boarders although these two insurances are not obligatory and will be deleted from the request for payment should parents wish to cancel these insurances. These last two insurances are available to Parents of day children upon request.
11.	How we may use personal information: references, confidentiality and data protection
11.1.	Your consent to us providing a reference for your child.
	You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are, or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
11.2.	Your consent to us using information relating to your child for certain purposes connected with the running of the school.
	You consent to us making use of information relating to your child (including photographs and video recordings), and (where appropriate) relating to you, whilst your child is at the school and after he or she has left for the purposes of:
11.2.1.	managing relationships between the school and current pupils/parents and fulfilling our obligations under the contract with you.
11.2.2.	promoting the school to prospective pupils/parents.
11.2.3.	publicising the school's activities; and
11.2.4.	communicating with the school community and the body of former pupils.
	In respect of the above Clauses, this includes use of such information by the school in/on the school's promotional material (in whatever format or medium it is produced/made available), the school's website(s) and (where appropriate) the school's social media channels.
11.3.	You are required to update us of changes to information held, or in circumstances relating to, you and/or your child.
	You must:
11.3.1.	confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the school; and
11.3.2.	inform the school of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the school, including relevant contact details.
11.4.	If the school takes up Tier 4 sponsorship, we need your consent to us providing certain information to UKVI.
	In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points- based system for immigration purposes, you consent to us notifying and/or supplying information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the United Kingdom Visas and Immigration (UKVI) unit of the Home Office (and to do so whether we actually sponsor your child or not).
11.5.	We will send information (e.g. school reports) about your child to both of you as a matter of course.
	You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the school (including school reports, correspondence and other materials relating to his or her 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 or obligation (for example, under the Data Protection Act 1998 (as amended or superseded)).
11.6.	The Data Protection Act 1998 and your consent to our processing of your/your child's personal data.
	The school will process personal data about you and your child in accordance with the Data Protection Act 1998 (as amended or superseded). You consent to us processing such personal data:
11.6.1.	in order to comply with any court order or legal, regulatory or good practice requirement; and
11.6.2.	to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes.
12.	Intellectual property rights
	We shall recognise any intellectual property rights created, generated or owned by or vested in your child.
13.	Changes in ownership, etc
	The circumstances in which we may transfer this contract to someone else.

	For the purposes of constitutional changes to the school (including changes to the legal entity that owns and runs 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 to let you know 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.
14.	Cancellation of this contract
14.1.	Our rights to end the contract.
	The school may end this contract at any time by notice in writing to you, without any obligation to return any deposit or any funds held to you, if:
14.1.1.	you do not make a payment to us when it is due, and you still do not make payment within seven (7) days of us reminding you that such payment is due; your child is expelled from the school.
14.1.2.	you are required to remove your child from the school, including circumstances where you (as opposed to your child) act in such a way as to give the head cause to require you to remove your child from the school under Clause 7.3.1 of this contract.
14.1.3.	you (or either of you) make a serious misrepresentation of facts or circumstances to us or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the school to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not);
14.1.4.	you fail or refuse to complete and submit to the school a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form.
14.1.5.	you (or either of you):
14.1.5.1.	are unable, following our request, to demonstrate that you will be able to pay the charges due under this contract;
14.1.5.2.	are otherwise unable to pay your debts as they fall due;
14.1.5.3.	are the subject of a bankruptcy petition or order; or
14.1.5.4.	you enter into an individual voluntary arrangement.
14.1.6.	you otherwise do not comply with (i.e. you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the head's reasonable discretion, the school is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.
14.2.	Your rights to end the contract.
	You may end this contract at any time by notice in writing to the school if:
14.2.1.	you have a legal right to end the contract because of something we have done wrong; or
14.2.2.	the school becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
14.3.	When this contract will end if not terminated early.
	For the avoidance of doubt, this contract shall end at the end of your child's schooling.
14.4.	Ending the contract will not affect any accrued rights.
	Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.
15.	Events outside of our, or your, control
15.1.	What we mean by an "event outside of our/your control".
	We mean any event beyond either your or our reasonable control including, by way of example and 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. In the remainder of this Clause 15 we shall refer to these as an "event".
15.2.	What happens if we are affected by an event outside of our control.
	If an event beyond our control arises which prevents or delays the school's performance of any of its obligations under this contract, the school shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the school has acted reasonably and prudently to prevent and/or minimise the effect of the event and subject to Clause 15.3, the school will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the school shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
15.3.	Events lasting more than 6 months.
	If the school is prevented from performing all its obligations as a result of an event for a continuous period of more than six (6) months, the school shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the school and without giving a term's notice or paying any penalty charges.
16.	Communications between you and the school
16.1.	Notices must be in writing.
	When this contract requires you or the school to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
16.2.	We will use the contact details held by the school to contact you.
	Communications (including notices) will be sent by the school to you at the address(es) shown in our records or using your other contact details included in our records. You must notify the school of any change of address(es) or other contact details.
16.3.	How to provide written notice to the school.
	Notices that you are required to give under these terms and conditions must be in writing addressed to the head and either:
16.3.1.	delivered by hand to the school;
16.3.2.	sent to the school by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
16.3.3.	otherwise sent to the school's address by first or second class post.
17.	The law that applies to this contract and where legal proceedings may be brought
17.1.	The law that applies to this contract.
	The contract between you and the school is governed by English Law and either you or the school must bring legal proceedings in respect of this contract in the English courts.
17.2.	Rights in relation to the enforcement of this contract.

18.	Changes to these terms and conditions
	Reserving the right to change these terms and conditions.
	We reserve the right to make reasonable modifications to these Terms and Conditions from time to time. Our Terms and Conditions alongside our school policies are published on our website. -