

## **TERMS AND CONDITIONS OF ENTRY**

**\*\* Subject to revision\*\***

Revised December 2017

### **Norfolk House and Montessori House Limited**

**Registered Office: 1 Wolsey Road, Hampton Court, East Molesey, KT8 9EL. Company Registration Number: 06700115**

#### **1. DEFINITIONS**

**"The Head"** means the person responsible or has been delegated for the day to day running of the school.

**"We"** or the **"school"** means Norfolk House School being of Norfolk House School Limited.

**"You"** or the **"parent"** means each person who has signed the acceptance/entry form as a parent or guardian or assumed parental responsibility for the pupil.

#### **2. ENTRY TO THE SCHOOL**

**(a) Registration.** A non-refundable registration fee is required to apply for entry to the school.

**(b) Acceptance of the Place.** An offer of a place for your child at the School is accepted by signing the Acceptance Form and paying the deposit which is not refundable if your child does not take up the place. The deposit is credited without interest and minus any outstanding monies when your child leaves.

**(c) 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 books, stationery, lunch and other items (extras). Lost or damaged articles or school property may be charged as extras.

**(b) By whom payable.** This is the joint and several liability of each person who signed the acceptance/entry form or any other person who has with the consent of the School accepted responsibility for payment of fees.

**(c) When payable.** Each invoice must be paid in full before the first day of term or interest will be charged and any discount forfeited.

**(d) Recovery of Fees.** We reserve the right to refuse to allow a child to attend the School while fees remain unpaid. A late payment charge of £50 will be levied for each week the account is not paid. You consent to us informing any other school or educational establishment to which you propose to send you child of any outstanding fees. The signatory(s) to these terms and conditions shall be 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 the signatory(s) to the school, regardless of the value of the claim.

**(e) Fees refund.** Fees and prepaid extras will not be remitted in respect of a period away from school for any reason.

**(f) Sibling discount.** For a second and subsequent child in the same family there is a reduction of 10% per term.

**(g) Fee increases.** The school will inform you of any fee increase during the final week of the spring term. The school reserves the right to increase fees or payments for extras at any time.

#### **4. EVENTS REQUIRING NOTICE IN WRITING**

One full term's notice must be given or else payment in lieu for the early withdrawal of your child or 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 Head may in their absolute discretion as to the School's best interests or those of your child or other children require to remove or may suspend or expel your child from the School if the Head considers:-

(a) Attendance, progress or behaviour is significantly unsatisfactory.

(b) If behaviour off the school premises and in or out of term time be such that, in the opinion of the Head, brings the school into disrepute.

(c) If the behaviour of the parents, or either parent, is unreasonable and, in the opinion of the Head, affects or is likely to affect adversely the child's or other children at the school.

(d) Following the above there will be no entitlement to any refund or remission of fees or extras paid or due and the deposit will be forfeited.

(e) Expulsion would be for indecency, bullying, endangering self or others, racial or sexual harassment, disruption, swearing, insolence, repeated idleness, repeated lack of cooperation, a serious attack on another, or bring into school items, literature or substances (the Head may require him or her

to submit to testing for a substance with procedures approved by a medical practitioner, to which you here agree) which in the Head's opinion could endanger someone attending the School whether intended or otherwise and whether physically or otherwise.

(f) Complaints procedure must be completed within 14 days of notice of the expulsion being sent to the School Management Council (for Appeals) within that time, in writing.

#### **6. SCHOOL RULES AND DISCIPLINE**

It is a condition of remaining at the School that each child attends regularly and punctually; complies with the School rules and customs; Conforms to such rules of appearance, dress, and behaviour and does not commit breaches as stated in sub clause 5e above.

#### **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 maintaining good order or provide for his/her well-being.

**(b) Urgent Medical Care.** Should your child require urgent medical attention and we are unable to contact you we shall be authorised to make the decision on your behalf and as recommended by a doctor.

**(c) Health Problems.** It is a condition of your child joining the school that you complete, submit and review as necessary a full and up to date medical history of your child, providing any new information.

**(d) Court Orders.** The Head 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 head considers it to be in the best interest of a child or the School.

**(e) Absence.** Permission for absence must first be obtained in writing by the Head, save for illness. The Head must be informed in writing of the reason for any unauthorised absence from School by your child. A further letter needs to be given to your child's Class Tutor explaining the reason. As with all letters to the school please write on the front for whom it is intended, then your child's name and class below.

**(f) Holidays/Exeats.** If your child leaves the school during the school day then the 'guardian at the time' collecting him or her is required to complete the "Signing out Book" giving details of why and where he/she is going. We do not accept responsibility for the welfare of your child off the school premises other than for a school activity.

**(g) Complaints or if a bullying concern.** Any complaint or concern should be *made in writing* clearly addressed to 'The Head Teacher' and marked either 'Private' or 'Personal'. It is necessary to clearly state what or who the concern is about. Please refer to the Complaints Procedure Policy, a copy of which is available from the school office and on the website.

**(i) Progress Reports and Special Needs.** We produce regular written reports. We shall advise you if we have any concerns. We do not undertake to diagnose dyslexia or other specific learning difficulties. Assessment may be required by the School at your expense. You may be asked to withdraw your child if in the opinion of the Head the School cannot adequately provide for your child's special need. The deposit would be refunded in these circumstances.

**(j) The school does not accept responsibility for personal property.** All items should be clearly named.

#### **8. GENERAL**

**(a) Insurance.** You must make your own insurance provisions for your child's property and fees. The school operates a compulsory insurance scheme administered by HSBC of which full details are available from the secretary's office

**(b) Confidentiality & References.** You consent to our supplying information and a reference to any intended institution for your child, agreeing to inform the school of all applications.

**(c) Copyright & Patent.** You agree to allow us to use photographs of your child or samples of work for publicity. We recognise any intellectual property rights vested in him or her.

**(d) Customer Protection.** If any of these terms and conditions infringe the Unfair Terms in Consumer Contracts Regulations 1944 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 and contact numbers and Adults.** You undertake to notify the School of any change of address or other details.

**(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 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.** All or part of these terms and conditions may be varied from time to time.