



## MEMORANDUM OF TERMS AND CONDITIONS (1<sup>st</sup> March 2018)

### 1. **Definitions**

- (a) In these Terms and Conditions, the following words and expressions shall have the following meanings:
- "Enrolment Form" means the form provided by the School for parents to complete when accepting a place for a pupil at the School;
- "acceptance" means acceptance by you of a place at the School in accordance with the provisions of Clause 2 (b) below;
- "pupil" means a pupil admitted by the School to be educated;
- "deposit" means the sum set out in the Enrolment Form and Schedule of Fees (as amended from time to time);
- "fees" means the School fees at the rate which is set from time to time and current at the start of each term;
- "Joint Head Teachers" means the two people appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;
- "School Policies" means the policies produced by the School including, but not limited to, discipline, pastoral care and as may be amended from time to time, which are available for inspection by parents on request to the Joint Head Teachers;
- "School" means St Teresa's Catholic School;
- "term" means a term of the School as notified to parents from time to time (Trinity/Advent/Lent Terms);
- "a term's notice" means notice given not later than the first day of the term preceding the term to which the notice relates;
- "Terms and Conditions" means these terms and conditions as amended from time to time;
- "we" means the School or its duly authorised representative, as the context requires;
- "you" or the "parents" means each person, jointly and severally, who has signed the Enrolment Form as a parent or guardian of a pupil or who has notified the School in writing that he/she/they has/have subsequently assumed parental or guardianship responsibility for such a pupil.
- (b) The Enrolment Form, the Schedule of Fees, the School Policies and these Terms and Conditions constitute the terms of a contract between you and the School. It is not intended that the terms of the contract shall be enforceable by the pupil or by any other third party.

### 2. **Acceptance and Deposit**

- (a) On registration a non-refundable Registration Fee is payable when the Registration Form is sent to the School. Its acceptance records that the name of a pupil is on the Registration List but it does not constitute an offer of a place at the School.
- (b) An offer of a place for the pupil at the School is accepted by your completing the Enrolment Form and paying the deposit.
- (c) The deposit is not refundable if the pupil does not take up a place at the School (except where the School fills the vacancy created by your child's withdrawal in which case the School shall refund the deposit to you less its costs in administering your dealings with the School as a reasonable estimate of those costs. You should be aware that, in the event of a late withdrawal, it is very unlikely that the School would be able to fund a replacement.) The deposit amount will form part of the general funds of the School. The deposit will be credited, without interest, to the leavers Fee Note, less any amounts owing following the pupils final term in Year 6. The same will apply if a pupil leaves prior to the end of Year 6, assuming the correct notice requirements are met as set out in the Memorandum of Terms and Conditions, and no other monies is outstanding.

### 3. **School Fees**

- (a) All the costs incurred in the usual course of the education by the School of the pupil, including the provision of any necessary educational materials, shall be met by the fees unless otherwise notified by the School.

- (b) The persons who have signed the Enrolment Form are liable for the whole of the fees due and any supplemental charges under these Terms and Conditions.
- (c) If the pupil has been awarded a bursary, your liability will be for the amount of fees due after taking account of that bursary. A bursary may be withdrawn with immediate effect if, in the opinion of the Joint Head Teachers, the pupil's attendance, progress or behaviour no longer merits the continuation of the bursary. Any withdrawal of a bursary will not operate so as to increase the fees due in respect of a term which has already commenced.
- (d) Each invoice must be paid in full before the first day of term ("the due date") by Direct Debit, by cheque (so long as the school is in receipt of funds before the first day of term) or an approved instalment plan. For the avoidance of doubt, payment of fees by the due date shall be of the essence. Without prejudice to the School's common law rights and remedies, any failure to pay an invoice by the due date will constitute a material breach of this agreement for the purposes of clause 15 (a) below.
- (e) The School reserves the right to refuse to allow the pupil to attend the School or to withhold any references while fees or supplemental charges remain unpaid. We reserve the right to charge interest at the rate of 4% per annum above the National Westminster Bank base rate on late payment. All costs incurred in the collection of unpaid fees, including the School's administrative costs and any costs and disbursements paid to Solicitors acting on behalf of the School, shall be recoverable in full from you as a debt. You consent to our informing any other school or educational establishment to which you propose to send the pupil of any outstanding fees.
- (f) The fees are normally reviewed annually no later than the end of the Trinity Term and may be increased by such amount as the School considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due, although the School reserves the right to increase fees by not more than 10% of the current rate at any time without notice.
- (g) Fees and any prepaid supplemental charges will not be reduced as a result of absence due to illness or otherwise.

#### **4. Notice Requirements**

- (a) In the event that you should wish to withdraw the pupil from the School (other than at the normal leaving date) at any time after acceptance of a place, you shall:
  - (i) either give a term's notice to that effect (with the fees applicable to such notice period continuing to be payable in full and the pupil being entitled to attend during the notice period) 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 if a term's notice had been given. The amount of fees in lieu of notice which you will be liable to pay will be calculated depending on whether fees from (b) or (c) below apply.
  - (ii) Such notice must be given in writing to the Joint Head Teachers.
  - (iii) You acknowledge that the School's affairs are organised on a termly basis and that it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing the pupil.
- (b) In the event that you should wish to withdraw the pupil from an activity charged as a supplemental, you shall:
  - (i) either give a half term's notice to that effect (with the fees applicable to such notice period continuing to be payable in full and the pupil being entitled to attend during the notice period) or shall pay to the School a half term's fees in lieu of notice, at such rate as would have been charged for the half term if a half term's notice had been given.
  - (ii) Such notice must be given in writing to the School Office.
  - (iii) You acknowledge that the School's supplementary activities are organised on a half termly basis and that it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing the pupil or by the pupil ceasing to participate in an activity part-way through a half term.
- (c) In the event that you should wish to withdraw the pupil from Peripatetic Music Lessons or Ballet Lessons, notice periods will be advised separately on application by the Head of Music or the Ballet Teacher.

#### **5. School Policies**

It is a condition of remaining at the School that parents and pupils comply with the School Policies as amended from time to time. In particular you undertake to ensure that the pupil attends School punctually and that the pupil conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.

#### **6. Disciplinary Procedures**

- (a) At the discretion of the Joint Head Teachers you may be required to remove the pupil or the pupil may be temporarily or permanently excluded from the School if the Joint Head Teachers considers that the pupil's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and, in the

reasonable opinion of the Joint Head Teachers, the removal is in the School's best interests or those of the pupil or other pupils.

- (b) At the discretion of the Joint Head Teachers you may be required to remove the pupil, who may be temporarily or permanently excluded, if the behaviour of you or either of you is in the opinion of the Joint Head Teachers unreasonable and affects or is likely to affect adversely the pupil's or other pupil's progress at the School or the well-being of School staff or to bring the School into disrepute.
- (c) If the circumstances set out in sub-clause 6(a) or 6(b) above occur, you will not be entitled to any refund or remission of fees or supplemental charges paid or due and the deposit will be forfeited. However, in such circumstances, fees in lieu of notice will not be payable.
- (d) The School's Policies set out examples of behaviour likely to result in the temporary or permanent exclusion of a pupil from the School. These examples are not exhaustive, and in particular the Joint Head Teachers may decide that temporary or permanent exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- (e) In the event of an exclusion being required, the Joint Head Teachers will advise you of the procedure under which an appeal against the decision may be made.

## **7. The School's Obligations**

- (a) Subject to these Terms and Conditions, the School undertakes to accept the pupil as a pupil of the School from the time of joining the School until the end of his or her education.
- (b) We undertake to exercise reasonable skill and care in respect of the pupil's education and welfare whilst he/she remains a pupil of the School. This obligation will apply during school hours and at other times when the pupil is permitted to be on School premises or is participating in activities organised by the School.
- (c) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging the pupil in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect the pupil; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where the pupil's interests so require.
- (d) Unless you notify us to the contrary, you consent to the pupil participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (e) If the pupil 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 (including anaesthetic or an operation) recommended by a doctor. Under normal circumstances such treatment will be carried out under the NHS but the School may, at the discretion of the Joint Head Teachers, contract on your behalf for such treatment at a private hospital or clinic. This will be chargeable as an extra after every reasonable effort has been made to contact you.
- (f) We reserve the right to make changes to any aspects of the School, including the curriculum. We will give parents a term's notice of significant changes in the curriculum and where practicable will consult with parents on such changes.
- (g) We shall monitor the pupil's progress at the School and produce regular written reports. We shall advise you if we have any concern about the pupil'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. You may be asked to withdraw the pupil without being charged fees in lieu of notice if in the opinion of the Joint Head Teachers the School cannot provide adequately for the pupil's special educational needs.

## **8. Parents' Obligations**

- (a) You undertake to inform the School of any health or medical condition, disability or allergy that the pupil has or subsequently develops, whether long-term or short-term, including any infections.
- (b) You undertake to inform the School in writing of any situations where special arrangements may be needed in relation to the pupil.
- (c) The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Registration Form as having been given on behalf of each such person. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to each of them.

- (d) The School must be informed in writing of any reason for the pupil's absence from School. In normal circumstances, the School's prior consent should be sought for absence from the School.
- (e) We cannot accept any responsibility for the welfare of pupils while off the School premises unless he/she is taking part in a school activity or otherwise under the supervision of a member of the School staff
- (f) If you have cause for concern as to a matter of safety, care, discipline or progress of the pupil, you must inform the School without delay.

**9. Insurance**

You must make your own insurance arrangements if you require cover for the pupil's personal property while at School. The pupil is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.

**10. Confidentiality and References**

- (a) You consent to our supplying information and a reference in respect of the pupil to any educational institution which you propose the pupil may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to the pupil is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or the pupil is alleged to have suffered resulting from a reference or report given by us.
- (b) You consent to us making use of information relating to the pupil whilst he or she is at the School and after he or she has left for the purposes of communicating and managing relationships with pupils and former pupils of the School.

**11. Communications**

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School Office of any change of address of any person who has signed the Enrolment Form. Communications (including notices) will be sent by the School to the postal address and/or e-mail address shown in its records.

**12. Interpretation**

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

**13. Jurisdiction and Governing Law**

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

**14. Variations**

We reserve the right to make reasonable modifications to these terms and conditions from time to time. Where practical the School will give you a term's notice of any such modifications.

**15. Termination**

- (a) The School shall be entitled to terminate 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 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.
- (b) Either party may terminate this agreement forthwith by notice in writing without prejudice to its 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.
- (c) For the avoidance of doubt, this agreement shall terminate at the end of your child's schooling.

**16. Force Majeure**

- (a) In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act 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).
- (b) 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 minimise the effect of the force majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues. The School shall use its best endeavours during the continuance of the force majeure to provide educational services.

- (c) If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify you of the steps it shall take to ensure performance of the agreement.
- (d) In the event of a force majeure which affects your ability to perform any of your obligations under this agreement, you shall give the School notice in writing of the force majeure. You shall not be liable for non-performance of such obligations during the continuance of the force majeure but in the event of the force majeure continuing for more than four months, you shall discuss with the School a solution by which this agreement may be performed.

**17. Address for Correspondence**

Each written communication to the School shall be sent by ordinary pre-paid post or handed personally to the addressee. The postal address of the Joint Head Teachers is: St Teresa's School, Aylesbury Road, Princes Risborough, Bucks HP27 0JW. The postal address of the parent or any other person is deemed to be the address given on the Enrolment Form or (if different) the address shown on the School's Admission Register or the last known address notified in writing and recorded by the School.