



Brookes Education Group UK Ltd

Terms & Conditions

1. Definitions

In these terms and conditions 'Enrolment Form' means the form provided by the School for parents to complete when accepting a place for their child at the School;

'**child**' means a child of whatever age admitted by the School to be educated;

'**the Complaints Procedure**' is the School's procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School;

'**deposit**' means the sum set out in the Schedule of Fees;

'**fees**' means the fees set out in the Schedule of Fees as amended from time to time;

'**Principal**' means the person appointed by Brookes Education Group UK Ltd of to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

'**The School**' means any class in either the Nursery, EYFS, Lower School or Senior school;

'**School Rules**' means the rules of the School, a copy of the current version of which is sent to parents with the letter offering a place at the School and is provided to each child on entry, as those rules 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. Parents will be given notice of such amendments;

'**term**' means a term of the School as notified to parents from time to time;

'**a term's notice**' means notice before 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**' or the '**School**' means the legal entity carrying on as the School or its duly authorised representative, as the context requires;

'**you**' or the '**parent**' means each person who has signed the Enrolment Form as parent or guardian of a child or who with the School's written consent has subsequently assumed parental responsibility for such child.

The enrolment form, the Schedule of Fees, the School Rules, the Complaints Procedure and these terms and conditions constitute the terms of a contract between you and Brookes Education Group UK Ltd. It is not intended that the terms of the contract shall be enforced by your child or by any other third party.





2. Acceptance and Deposit

An offer for a school place for your child at the School is accepted by you completing the enrolment Form and paying the non-refundable Application Fee.

A deposit is required for each child which will be applied to the first term's fees. One term's fees will be required in lieu of notice. Application Fee and Deposit amounts can be found on our website under the **Other Additional Fees** section at the bottom of the Fees page.

3. School Fees

All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials, swimming & lunches, shall be met by the fees unless otherwise notified by the School. The School reserves the right to adjust the curriculum at short notice on a day to day basis.

Included within the fees is pre-care from 8-8.30 am each school day and after-care 4-5.30pm each day for children in Reception upwards.

Late Collection will incur a cost. A charge of £15 will be made for collection between 5.30 pm and 6.00 pm. Collection after 6.00 pm will carry the charge of £22.80 for one child, £25.90 for two children per 15 minutes.

Any extra-curricular activities or items such as private music lessons, residential trips in which you agree (in writing only) your child may participate in shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examinations charges, entrance fees and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.

The persons who have signed the enrolment Form remain liable to the School for the whole of the fees and any supplemental charges due unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

Both parents must have signed the enrolment form. One of them may withdraw from the contract (after 1 year) with the School by submitting a term's notice provided they have obtained the prior written consent of both the School and the remaining parent. If your child has been awarded a scholarship/bursary, your liability will be for the amount of fees due after taking account of the award. An award may be withdrawn with immediate effect if, in the opinion of the Principal, your child's attendance, progress or behaviour no longer merits continuation of the award, but any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Likewise, all scholarships and bursaries are confidential and should not be discussed with any other parents. If, within 14 days following the withdrawal of a scholarship or bursary, a child is withdrawn from the School, no fees in lieu of notice will be payable.

Each invoice for school fees must be paid either in full before the first day of term or paid monthly, subject to an admin fee, through a 'School Fees Plan'. Details and terms and conditions are available from the Finance Officer. All fees from the previous term must be settled prior to the beginning of a new term. Late payment of fees will incur a £50 charge plus daily interest.

We reserve the right to exclude your child attending the School (without prior notice) or to withhold any reference whilst fees remain unpaid or there is a persistent default in relation to supplemental charges. We will make an interest charge of 4% above the base rate on late payments, and an administration charge of £10 per letter chasing payment. You consent to us informing any other school, nursery or educational establishment to which you propose to send your child of any outstanding fees or payment history. Any fees incurred by the School in the





pursuit of no or late payment will be passed on to the parents in full. Likewise, any bank charges due to dishonoured cheques, standing orders or direct debits which remain unpaid.

The fees will be reviewed from time to time 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 for a particular term, and in any event shall give you notice of any such increase not later than the final day of the preceding term.

Fees and any prepaid supplemental charges will not be reduced as a result of absence due to illness or otherwise, or if the curriculum has had to be varied.

The School will not refund any fees should the School be shut for any reason including bad weather or any other act of God.

4. Notice Requirements

1. If you wish to withdraw your child from the School you shall either give a term's notice to that effect 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 of provision if a term's notice had been given. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the new term which would have been the final term of provision if a term's notice had been given.

Notices are due before the first school day of every term. Notices given part way through a term will come into effect on the first day of the next term due to staffing arrangements.

Notices must be given in writing, signed and dated then posted to the Principal and received before the first day of each term.

Verbal terminations will not be accepted. Notices shall not be deemed to have been received unless acknowledged in writing by the Principal. The school does not accept rolling notices.

If you give notice to withdraw your child then decide to leave the child at the School the original letter will become null and void, and a new notice must be given then for any future withdrawal.

2. If you wish to withdraw your child from an activity charged for as supplemental (i.e. a music lesson or after school club), you shall either give a one full term's notice to that effect or shall pay to the School one term's charges for the activity in which your child has ceased to participate. Notice must be given prior to the start of any new term. Notices will only be accepted and take effect at the start of each new term. Notices must be given in writing to the Principal.
3. The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child ceasing to participate in an activity part-way through a term.

5. School Rules

It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular, you undertake to ensure that your child attends School punctually and that he/she conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.

The School reserves the right to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.





6. Disciplinary Procedures

- A. The Principal may, at their discretion, require you to remove or may suspend or expel your child from the School if they consider that your child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and, in the reasonable opinion of the Principal, the removal is in the School's best interests or those of your child or other children.
- B. The Principal may, at their discretion, require you to remove or may suspend or expel your child if the behaviour of you or either of you is in the opinion of the Principal unreasonable or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- C. Should the Principal exercise their right under Sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited. However, in such circumstance fees in lieu of notice will not be payable and any advanced fees will be refunded.
- D. The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Principal may decide that suspension or expulsion 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. The review of serious disciplinary matters is governed by The Complaints Procedure.

7. The School's Obligations

- A. Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her schooling.
- B. While your child remains a pupil of the School we undertake to 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 in 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 your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require and finally paying your bills on time.
- D. We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- E. If your child requires urgent medical attention whilst under the School's care we will, if practical, 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 operation) recommended by a doctor.
- F. Although our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing, it does not form part of the contract between you and the School. We reserve the right to make changes to any aspects of the School, including the curriculum.





- G. We shall monitor your child's progress at the School and produce regular written reports. 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 conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if, in the opinion of the Principal, the School cannot provide adequately for your child's special educational needs.
- H. Religious observance at the School shall be conducted in accordance with the School Rules. Parents have the right to withdraw their child from any of these activities.

8. The Parent's Obligation

It is a condition of your child joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.

You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.

The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the enrolment Form as having been given on behalf of both such persons. Unless other arrangements are agreed between you and the School, we shall be entitled to treat any communications from the School to any such person as having been made to both of them.

The Principal must be informed in writing of any reason for your child's absence or sickness from School. Wherever possible, the School's prior consent should be sought for absence from 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 the School Staff.

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. Complaints should be made in accordance with the School's Complaints Procedure.

9. Insurance

You must make your own insurance arrangements if you require cover for your child's property while at School.

The School will not accept liability for the following:

For any mechanical or electrical failure to vehicles nor any damage to the vehicle that is caused by nature or environment due to the vehicle being left in the car park. For any mechanical or electrical failure to vehicles whilst in our custody. Nor will the school accept liability for any damage, including damaged windscreens, other glass, punctured tyres, scratches and dents to the vehicle, other than where the same is proved and to the extent that is proved to be caused by the company's negligence.

In the event that your vehicle has broken into whilst on the premises, we cannot accept liability for broken windows, broken locks or any other damage to your vehicle and are not liable for the theft of any personal belongings or its contents. You should, therefore, ensure that all contents/valuables are removed from the vehicle. The School will not accept any liability for any pupils or parents personal effects whilst on the premises unless agreed in advance with the Principal.





10. Confidentiality and Reference

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 liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.

11. Intellectual Property Rights

We shall recognise any intellectual property rights vested in your child.

12. Changes in Ownership etc.

For the purpose of reconstruction or amalgamation, we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

13. Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School 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 address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Principal and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

14. Interpretation

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

15. 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.

16. Abuse, Threatening and Violent Behaviour

All staff and employees have a right to expect that their school is a safe place in which to work and that prompt and appropriate action will be taken on their behalf if they are subjected to harassment, abuse (physical, verbal or emotional), threats or violence by parents and other adults on school premises. Examples of such behaviour might include:

- Abusive, verbal and aggressive language or behaviour.
- Verbal harassment.
- Common Assault – involving the threat of immediate violence or causing minor injury such as a graze, reddening of the skin or minor bruise.
- Actual Bodily Harm – causing an injury which interferes with the health or comfort of the victim such as multiple bruising, broken tooth or temporary sensory loss.
- Grievous Bodily Harm – causing serious injury such as a broken bone or an injury requiring lengthy treatment.





- Racially aggravated form of assault where there is a racial element to the offence.
- The persistent raising of issues

Should an incident of this nature take place or is raised by any member of staff, the Principal will investigate any such allegation and may exclude or expel the children in question with or without notice.

17. Variation

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education and the running of the School.

18. Data Protection

You consent to us holding data relating to you and your child (including credit references, sensitive data relating to health, special needs, race and religion) to the extent necessary to enable us to care for your child, discharge our obligations to you and assess the financial risk of dealing with you.

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