



ST. DOMINIC'S
PRIORY SCHOOL

TERMS AND CONDITIONS of Pre School

1. Definitions

(a) In these Terms and Conditions

"Acceptance Form" means the form provided by the Pre School for the parents to complete when accepting a place for their child at the Pre School;

"child" means a child of whatever age admitted by the Pre School to be educated and includes any pupil aged 16 or over;

"the Complaints Procedure" is the Pre School's procedure for review of treatment of serious disciplinary matters and related decisions, as amended from time to time, a current copy of which is available upon request from the Pre School;

"deposit" means the sum set out in the Schedule of Fees;

"due date" is the date upon which the payment of fees, interest and other monies becomes payable;

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

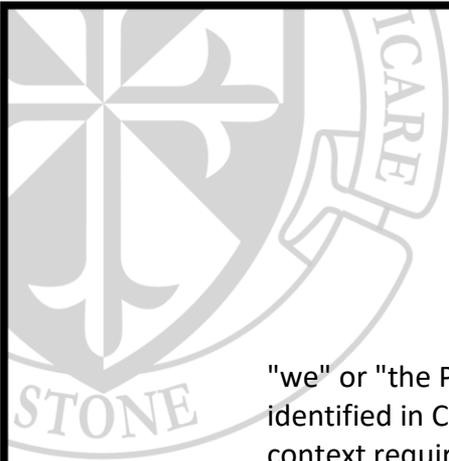
"Head" means the person appointed by the Governors of the Pre School to be responsible for the day-to-day management of the Pre School, including anyone to whom such duties have been duly delegated;

"Pre School Rules" means the rules of the Pre School, a copy of the current version of which is provided to each child on entry and is sent to parents with the letter offering a place at the Pre School, as those rules may be amended from time to time;

"term" means a term of the Pre School as notified to the parents from time to time;

"a term's notice" means notice given not later than the first day of term preceding the term to which the notice relates;

"terms and conditions" means these terms and conditions as amended from time to time;



ST. DOMINIC'S
PRIORY SCHOOL

"we" or "the Pre School" means the legal entity carrying on as the Pre School as identified in Clause 1 (b) below, or its duly authorised representative, as the context requires;

"you" or "the parents" means each person who has signed the Acceptance Form as parent or guardian of a child or who with the Pre School's written consent has subsequently assumed parental responsibility for such child;

- (b) The Acceptance Form, the Schedule of Fees, the Pre School Rules, the Disciplinary Procedure and these Terms and Conditions constitute the terms of a contract between you and St. Dominic's Priory Pre School, 21 Station Road, Stone, Staffordshire, ST15 8EN, Registered Charity Number 1141147. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

- (a) An offer of a place for your child at the Pre School is accepted by your completing the Acceptance Form and paying the deposit of £250.
- (b) The deposit is not refundable if your child does not take up a place at the Pre School. The deposit will form part of the general funds of the Pre School which will be refunded when your child leaves.

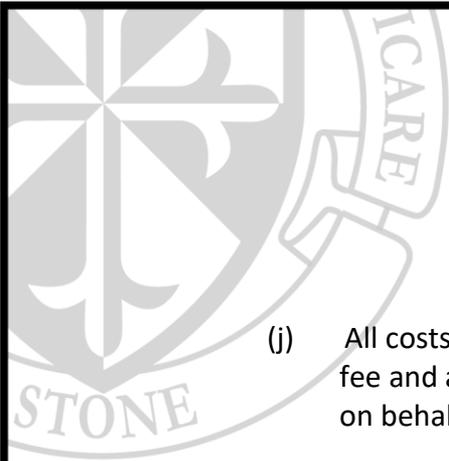
3. Pre School Fees

- (a) All the costs incurred in the usual course of the education by the Pre School of your child, including the provision of any necessary educational materials, shall be met by the fees unless otherwise notified by the Pre School.
- (b) Any extra-curricular activities such as private music lessons, trips and visits in which you agree your child may participate shall be deemed to be supplemental to items met by the fees and charged accordingly. In particular, any additional charges incurred by the Pre School in providing for the special educational needs of your child shall be charged as supplemental to the fees.



ST. DOMINIC'S
PRIORY SCHOOL

- (c) NEF Nursery Education Funding – You will receive a credit note for the funding, which will reduce the cost of the termly pre-school fee.
- (d) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the Pre School for the whole of the fees and supplemental charges due, unless the Pre School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.
- (e) Each invoice must be paid in full before the first day of each term or, if fees are paid by direct debit, in monthly instalments (each instalment being due on the first working day of each month) with supplemental charges being collected at the start of each term.
- (f) We reserve the right to refuse to allow your child to attend the Pre School or to withhold any reference while fees or supplemental charges remain unpaid. You consent to our informing any other Pre School or educational establishment to which you propose to send your child of any outstanding fees. If payment is not made on the due date the Pre School shall be entitled, without limiting any other rights it may have, to charge a late payment fee in the sum of £200. We may make an interest charge of 4% (four per cent) above the base rate of the Pre School's bank on any late payment.
- (g) The fees will be reviewed from time to time and may be increased by such amounts the Pre 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. (If we give you notice of an increase in fees which exceeds 10% you will be entitled to withdraw your child from the start of the following term without giving a term's notice or paying fees in lieu, provided that you give notice of the withdrawal within 21 days from the date when notice of the increase is given).
- (h) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise.
- (i) In the event of repeated late payment of fees we may insist on the provision of a Guarantor for outstanding and ongoing fees to facilitate your child's continued attendance at the Pre School.



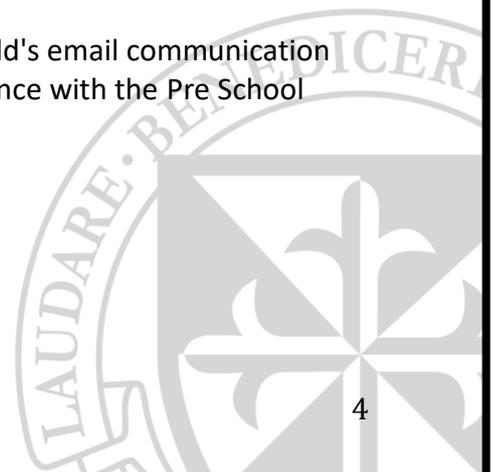
- (j) All costs incurred in the collection of unpaid fees including late payment fee and any costs and disbursements paid to solicitors and/or others acting on behalf of the Pre School shall be recoverable in full.

4. Notice Requirements

- (a) If you wish to:
 - (i) withdraw your child from the Pre School (other than at the normal leaving date); or
 - (ii) 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 Pre 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 Pre School as a debt on the first day of the term, which would have been the final term of provision if a term's notice had been given.
- (b) You acknowledge that the Pre 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 your child or by your child's ceasing to participate in an activity part-way through a term.

5. Pre School Rules

- (a) It is a condition of remaining at the Pre School that your child complies with the Pre School Rules, as amended from time to time. In particular, you undertake to ensure that your child attends Pre School punctually and that your child conforms to such rules of appearance, dress and behaviour, as shall be issued by the Pre School from time to time.
- (b) The Pre School reserves the right to monitor your child's email communication and internet use for the purpose of ensuring compliance with the Pre School Rules.





ST. DOMINIC'S
PRIORY SCHOOL

6. Disciplinary Procedures

- (a) The Headteacher may, in his/her discretion, require you to remove or may suspend or expel your child from the Pre School if she/he considers that your child's attendance, progress or behaviour (including behaviour outside Pre School) is seriously unsatisfactory and in the reasonable opinion of the Headteacher the removal is in the Pre School's best interests, or those of your child or other children.
- (b) The Headteacher may, in his/her 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 Headteacher unreasonable and affects or is likely to affect adversely the child's or other children's progress at the Pre School or the well-being of the Pre School staff or to bring the Pre School into disrepute.
- (c) Should the Headteacher exercise his/her 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 paid or due and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable.
- (d) The Pre School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Headteacher 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 Pre School may be taken into account.
- (e) The Pre School will act in a way which is fair when taking decisions under Clause 6. The review of serious disciplinary matters is governed by the Complaints Procedure.

7. The Pre School's Obligations

- (a) Subject to these terms and conditions, the Pre School undertakes to accept your child as a pupil of the Pre School from the time of joining the Pre School until the end of his or her primary/secondary Pre Schooling.
- (b) While your child remains a pupil of the Pre School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during Pre School hours and at other times when your child is permitted to be on Pre School premises or is participating in activities organised by the Pre School.



ST. DOMINIC'S
PRIORY 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 Pre School informed of matters which affect your child; maintaining a courteous and constructive relationship with Pre School staff; and attending meetings and otherwise keeping in touch with the Pre School where your child's interests so require.
- (d) In accordance with the law we undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). 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 while under the Pre School's care, we will if practicable attempt to gain your prior consent. However, should we be unable to contact you we shall be authorised to make a decision on your behalf should consent be required for urgent medical treatment (including anaesthetic or operation) recommended by a doctor.
- (f) Although our prospectus describes the broad principles on which the Pre 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 Pre School. We reserve the right to make changes to any aspect of the Pre 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 your child's progress at the Pre School and produce regular written reports. We shall advise you if we have any concern about your child's progress and will advise you if it is necessary to undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the Pre 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 Head the severity of the special need is such that the Pre School cannot provide adequately for your child's educational needs.
- (h) Religious observance at the Pre School shall be conducted in accordance with the Pre School Rules.



ST. DOMINIC'S
PRIORY SCHOOL

8. The Parents' Obligations

- (a) It is a condition of your child's joining the Pre School that you complete and submit to the Pre School a medical questionnaire in respect of your child. You undertake to inform the Pre 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.
- (b) You undertake to inform the Pre School of any situations where special arrangements may be needed in relation to your child.
- (c) The Pre School shall be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of each such person. Unless other arrangements are agreed between you and the Pre School we shall be entitled to treat any communication from the Pre School to any such person as having been made to each of them.
- (d) The Headteacher must be informed in writing of any reason for your child's absence from Pre School. Wherever possible the Pre School's prior consent should be sought for absence from the Pre School.
- (e) We cannot accept any responsibility for the welfare of your child while off the Pre School premises unless s/he is taking part in a Pre School activity or otherwise under the supervision of a member of the Pre School staff.
- (f) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the Pre School without delay.

9. Insurance

Your child is included in an obligatory personal accident insurance scheme, the charge for which is a supplement to the fees.



ST. DOMINIC'S
PRIORY SCHOOL

10. Confidentiality and References

- (a) 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 a reference or report given by us.

- (b) You consent to us making use of information relating to your child whilst s/he is at the Pre School and after she/he has left for the purpose of communicating and managing relationships with pupils and former pupils of the Pre School.

11. Intellectual Property Rights

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

12. Changes in Ownership etc.

For the purposes of reconstruction or amalgamation we reserve the right to transfer the undertaking of the Pre 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 Pre 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 Pre School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the Pre 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 Headteacher and sent to the Pre 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.



ST. DOMINIC'S
PRIORY SCHOOL

15. Jurisdiction and Governing Law

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

16. Variations

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