



# Harvington Prep School

## ADMISSIONS POLICY / Terms & Conditions

Applications for admission must be made on the electronic application form through the school's website, following which you will be invited to visit the school.

A non-refundable registration fee of £125 will be required should you wish to be considered for entry and this will cover the administration process and the assessment.

Once assessments have been carried out, places will be offered to children meeting the required standards in the order they are received. A deposit of £1,500 will secure the place within 6 weeks of the offer being made.

### Early Years

**Nursery** – informal assessment whilst spending the morning in school

**Transition** – informal assessment whilst spending the morning in school

Girls & boys from our nursery class will be expected to move into our Transition class in the September after they turn four.

Waiting list places will be offered in order of registration until the class is full with places secured by deposits. Parents with children still on the waiting list will be advised, although places may still become available due to withdrawal up until the beginning of the September term.

### Year 1 – Year 6

Parents will be advised on enquiry if a vacancy exists or is anticipated in all other classes. Assessments take place individually and at the level required for each year. From Year 1 written test papers will be given in English and mathematics with an informal interview with the class teacher.

At all levels a copy of the child's most recent school report will be requested.

## **TERMS & CONDITIONS 1. Definitions**

a) In these terms and conditions:

“Form of Acceptance” means the form provided by the School for parents to complete when accepting a place for their child(ren) 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, a current copy of which is available on request from the School;

“registration fee” means that sum set out in the schedule of fees to cover the cost of admission;

“deposit” means the sum set out in the Schedule of Fees to secure a place for your child at the School;

“fees” means the fees set out in the Schedule of Fees as amended from time to time usually on an annual basis or otherwise;

“Head Teacher” means the person responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

“Our Expectations” means the rules of the School; a copy of the current version is provided to each child on entry and is sent to parents with the letter offering a place at the School. The rules may be amended from time to time for legal, safety or other substantive reasons in order 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;

“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” or the “School” means the legal entity carrying on as the 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 Form of Acceptance as parent or guardian of a child or who with the School’s written consent has subsequently assumed parental responsibility for such child.

b) The “School” means Harvington Prep School, registered charity number 312 621.

c) The Form of Acceptance, the Schedule of Fees, Our Expectations, the Disciplinary Procedure 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 your child or by another third party.

## **2. Acceptance and Deposit a) Application of the registration process**

The registration fee is non-returnable and covers the cost of processing the admission and arranging the assessment. It does not secure a place for your child at the School

### **b) Acceptance of a Place**

An offer of a place for your child at the School is accepted by your completion and return to the School of the Form of Acceptance and payment of the deposit.

### **c) Application of the Deposit**

The deposit will form part of the general funds of the School and will be refunded, without interest, after the final term providing there are no other sums due to the School upon your child leaving.

## **3. School Fees a)**

All the costs incurred in the usual course of the tuition of a child by the School, including the provision of any necessary educational materials, shall be met by the fees unless otherwise notified by the School.

### **b)**

Any optional extras, such as private music lessons, or 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 for accordingly.

### **c)**

Each person who has signed the Form of Acceptance is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Form of Acceptance remain liable to the School for the whole of the fees and 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.

(If your child has been awarded a scholarship/bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn with immediate effect if, in the opinion of the Head Teacher, your child's attendance, progress or behaviour no longer merits the 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.)

### **d)**

Each invoice for fees must be paid in full before the end of the first day of term. Supplemental charges will be billed at convenient intervals and collected by direct debit in accordance with the particular invoice terms.

### **e)**

We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees or supplemental charges remain unpaid and overdue. This includes the settlement of fees due to other Independent schools. Defaulted or late payment will result in additional administration/collection fees and interest as outlined in the School's current Schedule of Fees at the relevant time. An administration charge will apply on any default of payment and any dishonoured cheques

**f)**

The fees will be reviewed annually and may be increased by such amount as the School considers reasonable. The School shall endeavour to give at least a term's notice of any increase in the fees but are not obliged to do so.

**g)**

Fees and any prepaid supplemental charges will not normally 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, no reduction of fees will be made in respect of such periods spent at home.

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

a) If you wish to:

(i) withdraw your child from the School or

(ii) withdraw your child from an activity charged for as an optional extra;

you must give a term's notice to that effect or pay to the School a term's fees for the term when, or the activity in which, your child has ceased to participate in lieu of notice, at such rate as would have been charged. 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 term which would have been the final term of provision if notice had been given.

Where two parents have signed the Form of Acceptance, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained prior written consent of both the School and the remaining parent.

b) You acknowledge 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 from the School or by your child's ceasing to participate in an activity partway through a term.

#### **5. School Rules**

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

#### **6. Disciplinary Procedures a)**

The Head Teacher may exclude for a fixed period of time or permanently exclude your child from the School if he/she considers that your child's attendance, progress or behaviour (including behaviour on the journey to and from School and outside of School) is seriously unsatisfactory and in the reasonable opinion of the Head Teacher the removal is in the School's best interests or those of your child or other children.

**b)**

The Head Teacher may at his or her discretion require you to remove or may exclude for a fixed period of time or permanently exclude your child if your behaviour is in the opinion of the Head Teacher unreasonable and affects, 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 Head Teacher exercise his or 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)**

Serious offences, as deemed by the Head Teacher, that relate to regular bullying (physical, emotional, racial, gender related, cyber use), physical fighting or inappropriate sexual behaviour are likely to be punishable by a fixed term or permanent exclusion. These examples are not exhaustive, and in particular the headmistress may decide that removal or 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)**

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.

**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 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 and supporting your child in his or her studies; 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.

**d)**

In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact, except where such contact may be deemed appropriate or 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 School's care, we will attempt to obtain your prior consent. 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)

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. We will give parents a term's notice of significant changes, and where practicable will consult with parents on such changes.

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 Head Teacher the School cannot provide adequately for your child's special educational needs.

## **8. The Parents' Obligations a)**

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. If the School so requires due to a health risk either presented by your child, by others or by reason of a virus, pandemic, epidemic or 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 been averted.

b)

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

c)

The School will be entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Form of Acceptance as having been given on behalf of all persons signing the Form.

**d)**

The School must be informed in writing via email 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. Parents are expected to arrange holidays outside of School term times.

**e)**

We cannot accept any responsibility for the welfare of your child 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 your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure copies of which are available in the school office and on the school's website.

## **9. Insurance**

You must make your own insurance arrangements if you require cover for your child's person or property while at 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. 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 an opinion, reference or report given by us.

**b)**

Unless notified in writing to the contrary, you consent to your contact details being forwarded to external companies where the school considers this necessary as per our privacy and GDPR policy.

**c)**

You consent to your contact details being circulated to parents of the same class, at the beginning of the year unless the school has been specifically requested not to do so in writing.

**d)**

Unless notified in writing to the contrary, you consent to your child's photo being used for marketing purposes for the school and in Newsletters and school magazines.

## **11. Intellectual Property Rights**

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

**11. Termination, Changes in Ownership etc** 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 fees or administration fee to you if you are in material breach of any of your obligations and have not 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).

For the purposes 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.

For the avoidance of doubt, this agreement automatically terminates at the end of your child's schooling.

In the event of a "force majeure" (any cause beyond a party's control including for the avoidance of any doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination) which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice specifying the nature and extent of the circumstances. 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.

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.

### **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 Form of Acceptance. 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 Head Teacher 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. Variations**

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