



HEATHSIDE SCHOOL  
HAMPSTEAD

# Terms and Conditions

# Introduction

Heathside School is a strong and successful community. It thrives because parents, pupils and staff share an understanding of its aims and subscribe to a common ethos, chiefly of respect and consideration for others. Staff and parents work in partnership to ensure that pupils receive the best possible education and experience of school life in an environment that is built on the principles of honesty, co-operation and support for fellow learners.

Your child joining Heathside implies your acceptance of these Terms and Conditions, and you are indicating your intention to support us by encouraging your child to fulfil his or her academic potential and to accept the rules of school discipline, which are deemed necessary for the general well-being of the School.

## The School's Obligations and Commitments

While your child remains a pupil of Heathside, we agree to exercise reasonable skill and care in respect of his or her education and welfare. The obligation will apply during school hours and at other times when your child is participating in activities organised by the School.

We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have concerns about your child's progress, but we do not undertake to diagnose dyslexia or other specific learning difficulties. If your child is unable to access or work within the curriculum without individual support, we will request a formal assessment and may suggest individual support within or outside the school. A formal assessment can be arranged either by you or by the School at your expense. If in our opinion the school cannot provide adequately for your child's special educational needs, you may be asked to withdraw your child without being charged fees in lieu of notice.

We undertake not to subject your child to physical contact except where such contact is lawful and may be deemed appropriate for teaching, or to provide comfort to a pupil in distress, or to maintain safety and good order.

If your child requires urgent medical attention while under the School's care, we will, if possible, attempt to obtain your prior consent. However, should we be unable to contact you, with reference to the information provided on the Medical Consent Form, we shall be authorised to make the decision on your behalf should consent be required for urgent treatment including anaesthetic or operations recommended by a doctor.

# The Parents' Obligations and Commitments

In order to fulfil our obligations and commitments, we rely on your co-operation. We anticipate that you will ensure that your child attends regularly and punctually, adhering to the published term dates, and that you support our expectation that pupils are diligent, courteous and well behaved and comply with the School Rules, including those concerning appearance and the wearing of uniform. We anticipate that you will encourage your child to work hard in order to achieve the best academic result of which he or she is capable; that you will inform us about any matters which may affect your child in order that we may provide appropriate support; that you will maintain a constructive relationship with the School staff and meet or communicate with them whenever it is in your child's interest to do so.

Unless you notify us to the contrary in writing, you consent to your child's participating, under proper supervision, in contact sports and in other normal sports and activities that may entail some risk of physical injury.

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

We must be informed (and may require confirmation in writing) of any reason for your child's absence from School. Whenever possible, our prior consent should be sought for absence.

In the interests of each child, his or her parents or guardians are expected to communicate with each other and to reach agreement about decisions affecting their child's education. We will be entitled (unless notified otherwise) to accept instructions from, rely on information provided by and make arrangements concerning the child with any one such parent.

## Acceptance and Deposit

An offer of a place for your child at Heathside must be accepted in writing along with a commitment to pay the first term's fees in full and accompanied by payment of the required deposit.

On acceptance of the place, you become liable for the full fees for the first term.

# School Fees

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

Any parent who has accepted a place for their child at Heathside is liable for the whole of the fees due and any supplemental charges.

Each invoice must be paid in full by the due date, which is always before the start of term.

We reserve the right to refuse to allow your child to attend the school or to withhold any references while fees remain unpaid. There may be an administrative charge for late payments. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.

The fees will be reviewed from time to time and may be increased by such amount as we consider necessary.

# Extra-Curricular Activities

For extra-curricular activities, such as private music lessons or visits for which you give permission, the costs shall be deemed to be supplemental to items met by the fees and charged accordingly.

# Special Educational Needs and Disability

For children requiring additional support delivered by external agencies (Wave 3), parents will meet with the SENDCo and agree to the additional provision and associated additional fee required. The School reserves the right to charge for the provision of additional teaching where it is lawful to do so.

# Notice requirements

If you wish to withdraw your child from the School, you shall either give a full term's notice (before the beginning of the final full term your child will attend) to that effect, or shall pay us a full term's fees in lieu of notice, at such a rate as would have been charged for the final term of provision if a full term's notice had been given.

# Provisions About Notice

- 1 **Notice** means (unless the contrary is stated in these terms and conditions) a **term's written notice** given by;
  - 1.1.1 both Parents; or
  - 1.1.2 one of the Parents with the prior written consent of the other Parent; and
  - 1.1.3 in either case the prior written consent of any other person with Parental Responsibility where appropriate.

on or before the first day of Term **addressed to and received by the Head personally** or the Bursar on the Head's behalf. It is expected that Parents will consult with the Head before giving notice to withdraw the Pupil. The Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice.
- 2 **Acceptance of a place** in Heathside School's nursery provides an automatic route to the formal start of school in Reception, providing we can meet the child's needs. If Parents wish to withdraw their child and not take up the automatic transfer to Reception, proper Notice must be given.
- 3 **Provisional notice** is valid only for the term in which it is given and only when written and accepted in writing by the Head personally or the Head's deputy duly authorised for this purpose.
- 4 **Fees in lieu of notice** means Fees in full at the rate applicable for the next Term following termination by the parents on less than one full Term's Notice, or the Pupil is excluded for more than 28 days for non-payment of Fees. Fees in Lieu of Notice is not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. The Parents acknowledge that the requirement to pay one Term's Fees in lieu of Notice is necessary to promote financial stability at the School and to enable it to plan its staffing and other resources.
- 5 **"A term's notice"** to be given by Parents means notice given on or before the first day of a term and expiring at the end of that term. A term's notice must be given **in writing** if the Parents **wish to cancel a place** which they have accepted, or if Parents **wish to withdraw a pupil** who has entered the School.
- 6 **Cancelling Acceptance:** The cancellation of a place which has been accepted can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is fees for between one and 5 years. If the Parents wish to Cancel and terminate this contract at any time after the expiry to the 14-day cancellation period, they shall do so by either:
  - 6.1.1 Providing at least one Term's Written Notice. If the Parents Cancel by providing at least one Term's Written Notice the School shall retain the Acceptance Deposit only; or

6.1.2 Paying one Term's Fees in Lieu of Notice and the Acceptance Deposit shall be retained by the School.

Cases of serious illness or genuine hardship may receive special consideration on written request.

- 7 **Cancelling a Place offered in the Term Before Entry:** If the offer of a place is made within a Term of Entry, the Parents may Cancel and terminate this contract by notifying the School in writing at any time before Entry, but they shall pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt. The School reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.
- 8 **Withdrawal by Parents:** If the Pupil is withdrawn on less than a term's notice or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question unless the place is filled immediately and without loss to the School. The charge of a term's Fees represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
- 9 **Prior Consultation:** It is expected that a parent or duly authorised education guardian will in every case consult personally with the Head or with the Head's authorised Deputy before notice of withdrawal is given.
- 10 **Withdrawal by Pupil:** The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.
- 11 **Permanent Exclusion:** The Pupil may be formally expelled from the School if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of School discipline or a serious criminal offence. Permanent Exclusion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases and in consultation with the School's Governors. If the Pupil is excluded permanently, there will be no refund of the Deposit or of Fees for the current or past terms, but the unspent balance of any lump sum prepayment will be refunded without interest. There will be no charge to fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable.
- 11 **Removal of a Pupil in other circumstances:** The School reserves the right to remove a pupil if the School is not able to meet that pupil's needs, or the Headteacher is of the opinion that by reason of the Pupil's conduct or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School, or if a Parent has treated the School or members of its staff unreasonably. The parent or duly authorised education guardian will in every case be consulted personally by the Head or the Head's authorised Deputy before notice of removal is given. The fees for the term in which the child is removed will be forfeited but the deposit will be returned by the school.

# School Rules

All pupils and parents are expected to be familiar with the Behaviour Management Policy and any Class Rules displayed by your child's class teacher, and your child must comply with them (as amended from time to time).

The School has a Countering Bullying Policy, which may be enforced by a fixed-term exclusion whether internal or external or expulsion of a pupil who infringes it in a repetitive or serious manner.

## Disciplinary Procedures

The Headteacher may require you to remove, suspend or expel your child from the School, if it is considered that your child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and that your child's removal is in the School's best interests or in the best interests of your child or other children.

## Confidentiality and References

Any references 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.

## Events beyond the control of the Parties

- Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, drought, earthquake, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party (the Affected Party) shall as soon as reasonably practicable notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- Continued Force Majeure:** If the Force Majeure Event continues for a total period greater than 120 days from the date of notification, the party in receipt of notification under clause above may terminate this contract by providing at least

three working days' notice in writing to the other party. In the event that the contract is terminated in accordance with this clause, no additional sums will be payable by the Parents but all sums falling due prior to such termination will remain due and payable in accordance with these terms and conditions.

## General Contractual Matters

- 1 **Data Protection:** The School has a privacy notice which explains how the School will use the Parent's and the Pupil's personal data. This privacy notice is provided with the letter of offer. The privacy notice is also published on the School's website. The Parents must read these privacy notices in full before signing the acceptance form.
- 2 **Change:** The School, as any other, is likely to undergo a number of changes during the period of this contract. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School rules and procedures, the disciplinary framework, and the length of School Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this contract may be freely assigned to another party at the discretion of the School.
- 3 **Consumer Rights:** Care has been taken to use plain language and to give clear explanations in these Terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and conditions affects the Parents' statutory rights.
- 4 **Consultation:** It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, however, parents will be consulted and given at least a term's notice of a change of policy or a change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care. For example, notice would be given of a proposal to remove a subject from the curriculum.
- 5 **Information for Parents:** We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus / website / promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this contract, they should seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the School.
- 6 **Third Party Rights:** Only the School and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests



and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.

- 7 **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
- 8 **Jurisdiction:** This contract was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.