



St Philomena's Catholic School

"A Catholic foundation and ethos, welcoming all traditions, faiths and denominations."

Frinton-on-Sea

Terms and Conditions

St. Philomena's Terms and Conditions

1) St. Philomena's School

- (a) The School is St. Philomena's School Limited and its Governing Body as they are now or in the future constituted. When a child enters the School it is assumed that she/he will in due course complete her/his primary education at St. Philomena's School subject to conduct and academic attainments.
- (b) The Headteacher is the person appointed by the Governing Body to be the person responsible for the pupils which includes any to whom the duties of Headteacher or Governing Body has been responsibly delegated.
- (c) The Parents are those who have parental responsibility and those referred to as clause 4(d) of these terms and conditions individually and jointly. Parents are expected to give their support and encouragement to the aims of the School and to uphold and promote its good name; to continue the child's education at home and to ensure that the child maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and hygiene.
- (d) Catholic Ethos: The School aims to be a community within the wider Catholic body which promotes by its teaching, relationships and worship, the following of Christ by its members. The whole curriculum and way of life of the School is designed to foster spiritual development and to enable pupils to grow in every way to Christian maturity. It is rooted in a religious understanding of life based on the Gospel. The School's Vision Statement is displayed throughout the school.
- (e) Our Aims: The aims of the School are described in the Prospectus. Overall St Philomena's School aims to strike the balance between academic work, practical work, creativity, physical education, moral and spiritual development – the development of the 'whole child'. We are committed to high standards of teaching and care and we welcome parental contact. The School is an environment in which pupils are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.
- (f) Changes at the School: A successful school must initiate and respond to change. The offer of a place and its acceptance are given on the basis that, in the interests of the School as a whole, reasonable changes may be made from time to time to these standard terms and conditions, to the size and location of the School, to its premises and facilities, to the curriculum and the structure and composition of classes and the way the School is run, to the rules and disciplinary framework, to the length of the school terms and the school day and to any other aspect of the School. Fee levels will be reviewed each year and increased as necessary. If the ownership or legal status of the School changes, the School's rights and obligations under these Terms and Conditions will be deemed assigned to the new entity. Parents would be consulted and/or given adequate notice of any significant proposals or change of policy likely to affect the school community as a whole.
- (g) The Standard Terms and Conditions: We believe that these standard terms and conditions reflect the customs and practice of independent schools for many generations. The rules about change and about notice and fees in lieu of notice and the other rules set out above are provided in good faith. They promote stability, forward planning and the proper resourcing and development of the School. They also help to protect parents from increases in fees and liabilities caused by the defaults of others. Any waiver is effective only if given in writing by the Headteacher personally. The Fees List as varied from time to time, is part of these Terms and Conditions. Nothing in these Terms and Conditions affects the statutory rights of parents.

2) Care and Good Discipline

The Parents hereby confirm that they accept the authority of the Headteacher and of other members of staff on the Headteacher's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each pupil and the School community as a whole. The School's disciplinary policy which is current at the time applies to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.

- (a) **Parents' Authority:** The parents authorise the Headteacher while in loco parentis to take and/or authorise in good faith all decisions that safeguard and promote the welfare of the pupil. Parents' consent to such physical contact as may be lawful, appropriate and proper for teaching and to provide comfort to a pupil in distress or to maintain safety and good order. (Corporal punishment is not used). Parents' consent also to emergency medical treatment, including blood transfusions within the United Kingdom, general anaesthetic and operation under NHS or at a private hospital where certified by a person who is appropriately qualified, necessary for the pupil's welfare and if parents cannot be contacted in time, unless the School has it on record that such treatment is not to be given. Parents' consent to their child participating in contact and non-contact sports and other activities as part of the normal School and extra-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
- (b) **Conduct and Attendance:** We attach importance to courtesy, integrity, manners and good discipline. The pupil is expected to take a full part in the activities of the School, to attend punctually on each school day, to work hard, to be well behaved and to comply with the school's Uniform Policy.
- (c) **The Pupil's Health:** The Headteacher may at any time require a medical opinion or certificate as to the pupil's general health. Parents must inform the Headteacher in writing if the pupil has any known medical condition, health problem or allergy or be unable to take part in games or sporting activities or has been in contact with infectious diseases. The pupil must not be sent to School if unwell.
- (d) **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety or any change in the financial circumstances of parent/s of pupil awarded a bursary by the School.
- (e) **Conduct of the School:** The Headteacher is responsible for the care and good discipline of pupils while they are in the charge of the School or its staff and for the day to day running of the School and the curriculum. The Headteacher is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of school discipline, and removal or expulsion under clause 6 below. The Headteacher is not responsible, unless negligent, for a pupil who is absent from the School in breach of school discipline. It is a condition of remaining at the School that parents and the pupil accept the school regime and code of behaviour (in so far as they are lawful and reasonable). There is a strict Anti-bullying Policy which would be enforced by expulsion if necessary.
- (f) **The school's Pupil Behaviour Policy:** Pupils are made aware of this policy – orally for the youngest pupils and copies are maintained in classrooms. Regular reminders are given on a whole school basis - in Assemblies. The purpose of the

School's Policy is to help every pupil to know what is expected and to encourage courtesy and consideration for others. Each pupil and parent should read the School Policy.

- (g) Confidentiality: The Parents authorise the Headteacher to override their own and (so far as they are entitled to do so) the Pupil's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the pupil's welfare or to avert a perceived risk of serious harm to the pupil or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the pupil may have. The School reserves the right to monitor the pupil's e-mail communications and internet use.
- (h) Parents are expected to co-operate with the School, to support their child's learning and ensure the correct uniform is worn.

3) Admission and Entry to the School

- (a) Registration: Pupils will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable administration fee paid. Admission and entry will be subject to the availability of a place and that the pupil satisfies the admission requirements at the time. The payment of the administration fee does not guarantee a place. The School operates an Equal Opportunities Policy.
- (b) Offer of a Place and Deposit(s): If, in due course, a place is offered, the deposit will be payable when parents accept the offer. Details of deposits are set out in the Fees List. The Acceptance Deposit will be repaid by means of a credit without interest put against the final invoice after leaving. The Deposit shall only be refunded when all fees due have been received by the school. Until credited it will form part of the general funds of the School.
- (c) Attendance: Children are admitted to the School at any stage, subject to space, although the majority of our pupils join the School in the Early Years Department. In the half term prior to admission the pupils attend a half or full induction day per week. This is free of charge. Upon admission pupils attend school full-time. Parents should follow the School's Absence Procedure in the event of pupils' illness etc. Pupils should not be absent from school during term time for holidays, as this can be detrimental to the pupil's progress. Any requests for absence must be in writing to the Headteacher in advance. Any request for absence will be judged upon its merits and the School may object to the child being absent from School.

4) Fees and Extras

- (a) Items covered: Fees cover the normal curriculum including class music, drama and games together with most books and stationery. Most school club activities e.g. chess, needlework, science or football are also covered. Other items such as individual music tuition incurred by the School or the pupil may be charged as Extras. The pupil is for these purposes agent of the parents. Damage done by a pupil, other than for wear and tear, may be separately invoiced and must be paid as an Extra.
- (b) Payment of fees and extras: Each invoice must be paid on or before the first day of term. A pupil may be excluded from School at any time when fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion. (Then a term's fees in lieu of notice would be payable). In the event of failure of payment refer to Debt Collection Policy. The School is agent only in respect of any goods and services which are supplied by a third party via the School to parents or pupils. Fees will not be refunded or waived for absence through sickness; or if a term is

shortened or a vacation extended; or if a pupil is released home before the normal end of term or for any other cause.

- (c) Fees are due and payable on or before the commencement of the School term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid. It is the parents'/carers' responsibility to make sure that they have received a bill.
- (d) Responsibility for payment: Fees are the joint and several responsibility of each person who has signed the Acceptance Form or who has parental responsibility for the pupil or has paid any fees or has knowingly returned the pupil to the School or given instructions in relation to the pupil. The School may withhold any information or property while fees are unpaid.
- (e) Payment of fees by a third party: An agreement with a third party to pay the fees or any other sum due to the School does not release parents from any liability under these terms and conditions unless an express release has been given in writing signed by the Business Manager. The School reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.
- (f) Late Payment: Should a payment of fees not be made prior to the commencement of term then an additional charge of £50 shall be made. This charge is made so as to offset additional costs of debt management and to help protect the interests of those parents who do pay fees on time. In addition the right is reserved to make late payment charges composed of simple Interest calculated on a daily basis at 1.5% per month, from the first day of each term, and all administration and legal costs in relation to any sums that are unpaid by the due date. It is agreed that the amount of all late payment charges should reflect the commercial rates that would be applied by a financial institution in a case of unauthorised and unsecured borrowing. Such charges will be recoverable by action if necessary. Cheques delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. Any sum tendered that is less than the sum due and owing may in any event be accepted by the School on account only. The rules in clauses 4 and 5 of these terms and conditions are intended to protect those parents who pay fees on time and to safeguard the School against consequences of the defaults of others.
- (g) Instalment arrangements: An agreement with School Fee Plan or similar body to pay by standing order or direct debit or any other arrangement for payment of fees by instalments will cease automatically in the event of default for 30 days or more. On ceasing, the full amount of fees then due shall be payable forthwith as a debt and interest will start to accrue.
- (h) Exclusion for Non-Payment: The right is reserved on 3 days' written notice to exclude the Pupil while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to a Governors' Review will not normally arise but the Chairman of Governors has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the Parents. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil. A pupil who has been excluded at any time when fees are unpaid will be *deemed withdrawn* without notice twenty-eight days after exclusion. (Then a term's Fees in lieu of notice will be payable in accordance with the policy.) In the event of failure of payment refer to Debt Collection Policy.

5) Events Requiring Notice in Writing

- (a) Definitions: Notice to be given by parents means (unless the contrary is stated in these terms and conditions) a term's written notice addressed to and actually received by the Headteacher by the first day of the term at the end of which the

pupil will leave. No other notice will suffice. Notices must be hand delivered or sent by recorded or guaranteed delivery post to the School address. Term means the period between and including the first and last days of each school term and does not include holidays. Fees in lieu (of notice) means fees in full for the term of notice at the rate that would have applied had the pupil attended.

- (b) **Withdrawal from the School:** A term's notice must be given before a pupil is withdrawn from the School or a term's fees in lieu will be due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled. The pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the parents. The main reason for these rules is to ensure that the School has sufficient notice with which to plan fee levels, other resources and the curriculum.

6) Removal and Expulsion of a Pupil

- (a) **Removal at the Request of the School:** Parents may be required, during or at the end of a term, to remove the pupil, without refund of fees, temporarily or permanently from the School if, after consultation with a parent, the Headteacher is of the opinion that the conduct or progress of the pupil has been unsatisfactory or if the pupil, in the judgement of the Headteacher, is unwilling or unable to profit from the educational opportunities offered (or a parent has treated the School or members of its Staff unreasonably) and in any such case removal is considered to be warranted. The Acceptance Deposit will be refunded in the event of removal at the request of the School and fees in lieu of notice will not be charged but all outstanding fees would be payable in full, without liability on the part of the School.
- (b) **Expulsion:** A pupil may be expelled at any time if the Headteacher is reasonably satisfied that the pupil's conduct (whether on or off school premises or in or out of term time) has been prejudicial to good order or school discipline or to the reputation of the School. The Headteacher will act fairly and in accordance with the procedures of natural justice and will not expel a pupil other than in grave circumstances. There will be no refund of fees following expulsion (and all unpaid fees must be paid) The Acceptance Deposit will not be returned/credited but fees in lieu of notice will not be charged.
- (c) **Discretion of Headteacher:** The decision to exclude, suspend or require removal or expel a pupil and the manner and form of any announcement shall be in the sole discretion of the Headteacher. In no circumstances shall the School or its Staff be required to divulge to parent/s or others any confidential information or the identities of pupils or others who have given information which has led to suspension, the requirement to remove or expulsion or which the Headteacher has acquired during an investigation.
- (d) **Review:** In the event of exclusion or of a pupil's removal being required, the Headteacher will advise parents of the procedure under which a written application for a review of the decision may be made.
- (e) **Access:** A pupil who has been withdrawn, excluded, suspended, removed or expelled from the School has no right to enter the School premises without the written permission of the Headteacher.

7) General Conditions

- (a) **Special Precautions:** The Headteacher needs to be aware of any matters that are relevant to the pupil's security and safety. The Headteacher must therefore be notified in writing immediately of any court orders or situations of risk in relation to a pupil for whom any special safety precautions may be needed. A parent may be excluded from school premises if the Headteacher, acting in a proper manner, considers such exclusion to be in the best interests of the pupil or of the School.

- (b) Absence of Parents: When both parents will be absent from the pupils' home for a 24 hour period or longer, the School requires, in writing, the name, address and telephone number for 24 hour contact of the adult to whom parental responsibility has been delegated in loco parentis.
- (c) Liability and Insurances: The School does not, unless negligent, accept responsibility for accidental injury or loss of property. The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of parents including insurance of the pupil's personal property whilst at school or on the way to or from school or on any school sponsored activity away from the School. The School is not the agent of the parents for any purpose related to insurance.
- (d) Pupils' Personal Property: Pupils are responsible for the security and safe use of all personal property and parents are responsible for ensuring that all such property is clearly marked with the owner's name. A pupil may not bring any item of equipment on to school premises which runs off mains electricity without the prior written permission of the Headteacher or School Secretary.
- (e) Concerns: Parents, who have cause for serious concern as to a matter of safety, care or quality of education must inform the Headteacher without delay.
- (f) Complaints: Parents with a complaint are, in the first instance and without delay, to make contact with the relevant staff member or the Headteacher. If they are dissatisfied at this stage then they should outline the details of any complaint formally in writing addressed to the Headteacher. If they are not content with the response to this, then they may address the same complaint to the Chairman of the Board of Governors who will establish a sub-committee of the Board to investigate and respond on behalf of the Board. There can be no appeal against this committee's response. The School's Complaints Procedure is available on request from the School Secretary.
- (g) The School is a mainstream one with a Catholic ethos but welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. Despite the physical limitations at the school we strive to do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our responsibilities under the *Special Educational Needs & Disability Act 2001* in order to accommodate the needs of pupils and members of the staff who have disabilities for which, after reasonable adjustments, we can cater adequately.
- (h) Special Needs: The School works closely with the parents and any outside agencies to ensure that the individual needs of the pupils are met. Each pupil's progress is monitored and they may take part in screening assessments in order to identify their needs. Parents will be invited to discuss their child's progress if it appears that the pupil is falling behind with studies or displays any other causes for concern regarding general development. The School does not, however, undertake to diagnose conditions such as those commonly referred to as dyslexia, dyscalculia, dyspraxia, attention deficit disorder or poor visual acuity. The School will, on request, advise parents as to how they may, at their own expense, obtain specialist advice.
- (i) Medical Supervision: The Headteacher may at any time require a medical certificate as to the general health of the pupil or (where grounds for suspicion exist) to require the pupil to give a biological sample under medical supervision to test for the use of illegal drugs or other substances damaging to health. Such sample will not form part of the pupil's permanent medical record.
- (j) Confidentiality: The parents' consent to the School communicating with any other school which the pupil attends or which a parent proposes the pupil should attend about any matter concerning the pupil or about payment of fees, whether or not the information passing is in machine-readable form. In all other respects the School

will take care to preserve the confidentiality of information concerning the pupil and parents.

- (k) Examinations, Reports and References: The School will enter a pupil's name for an examination if the Headteacher is satisfied that such is in the best interests of the pupil. Information supplied to parents and others concerning the progress and character of a pupil and about examination, further education and career prospects and any references will be given conscientiously and with all due care and skill but otherwise where parents are separated or divorced, reports and other information will be sent to both parents.
- (l) Copyright: The School reserves sole copyright in any literary, musical, dramatic or artistic work created by the School or by a pupil for purposes associated with the artistic or cultural life of the School but will otherwise acknowledge the right of the pupil to assert copyright in work of which the pupil is the sole author.
- (m) Transport: The Parents' consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type
- (n) Prospectus: The prospectus describes the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of printing, the prospectus or website is not part of any agreement between the parents and the School. Parents wishing to place specific reliance on a matter given in the prospectus should seek written confirmation of that matter before entering this agreement.
- (o) Consumer Protection: Care has been taken to use plain language in these terms and conditions and to explain the reasons for any of the terms that may appear one-sided. If any word/s. alone or in combination, infringe the Unfair Terms in Consumer Contracts Regulations / 1994 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.
- (p) Photographs: It is the custom and practice of most independent schools, and of this School, to include some photographs or images of pupils in the School's promotional material such as the prospectus and website. We would not disclose the name or home address of a child without the parents' consent. Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and must write immediately to the Headteacher requesting an acknowledgement of their letter.
- (q) Interpretation: These terms and conditions supersede those in the prospectus and elsewhere and will be construed as a whole. Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of the terms and conditions.
- (r) Jurisdiction: This contract was made at the School and is governed exclusively by English Law and the Courts of England.

St. Philomena's School Limited: a company limited by guarantee. Registered in England No.2071112
Registered Charity No.298635

(October 2017 - to be reviewed October 2020)