

## **Mayfield Preparatory School**

### **Terms and Conditions**

#### **A INTRODUCTION.**

1. These Terms and Conditions form the basis of a legal agreement between the parents of pupils who have accepted the offer of a place and the Mayfield Preparatory School ("the School") for the provision of educational services at the School. They are intended to promote the education and welfare of each pupil. They may be subject to reasonable change from time to time and notice will be given to parents.
2. Documents are referred to both in these Terms and Conditions and also in the Acceptance Form. Although those documents do not form part of the legal contract between the School and the pupils and parents, they are readily available from the School.
3. The School aims to provide a safe and caring environment and ensure the welfare, health and safety of its pupils. Parents should be aware, however, that where it appears to a member of the school staff that a child may have been abused, the School is under a legal requirement under its local child protection procedures to report its concern immediately to the Social Care Department for the area where the child lives.

#### **B TERMINOLOGY.**

1. Mayfield Preparatory School is a co-educational independent school for pupils from ages 2 to 11. It is an established member of the Queen Mary's Schools' Foundation, which is a registered charity under charity number 529001, registered with the Charity Commission. The other schools in the Queen Mary's Foundation are The Queen Mary's High School and The Queen Mary's Grammar School, which are both companies limited by guarantee and are Academies. They are both selective schools that set their own entrance examination. There is no automatic entitlement to a place at either of the High School or the Grammar School if a pupil attends Mayfield.
2. *The Governing Body:* There is an established Board of Governors who are appointed from time to time under the terms of the governing instrument. The Governing Body is responsible for the governance of the School, and for setting the fees and for the continued development of the School.
3. The Head Teacher is responsible for the day to day running of the School.
4. *The Clerk to the Governors.* As a member of the Foundation, the School enjoys the services of the appointed Clerk to the Governors who is presently Mr. Charles Underwood whose address is Whitehouse Ridsdale, 26 Birmingham Road, Walsall, WS1 2LZ, telephone 07803 710154.
5. *The Responsible Officer* (also commonly called the "Bursar") is presently Mr. Andrew Phillips, of Whitehouse Ridsdale, 26 Birmingham Road, Walsall WS1 2LZ, telephone 01922 721752. He is responsible for the financial management of the School
6. "*The Parents*" / "*You*" means any person who has signed an Acceptance Form and/or who has accepted responsibility for a child's attendance at this School. Parents are legally

responsible, jointly and individually, for complying with their obligations under these Terms and Conditions. Those who have parental responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a Court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare of the child.

7. *Acceptance Form:* This is the form that is signed by the parents to accept the offer of a place at the School, and which when signed becomes a binding contract which is governed by these Terms and Conditions.

## **C ADMISSION AND ENTRY TO THE SCHOOL.**

1. Following an initial enquiry, a child's name is entered on the enquiry register and a letter of confirmation is sent to parents. Priority is given to siblings of children already in the school. When a place is available in the Early Years Foundation Stage (pre-nursery nursery and reception) the child and parents will be invited to an interview with the Head Teacher. A place may be offered, based on observing the child interacting with children of the appropriate academic year, references from the candidate's previous school/nursery (if applicable) and a satisfactory meeting with the Head Teacher. When a place is available in Key Stage 1 and Key Stage 2 (Year 1 to Year 6) the child would be required to attend for a trial day during which English, Mathematic assessments will be made. The day will be spent with children with the appropriate academic year. Parents of the child will be invited to an appointment with the Head Teacher. A place may be offered, subject to satisfactory performance in the assessment, references from the candidate's previous school/nursery (if applicable) (and which may include a satisfactory reference about payment of any fees) and a satisfactory meeting with the Head Teacher.
2. *Equal Treatment:* Our aim is to encourage applications from candidates with as diverse a range of backgrounds as possible. This enriches our community and is vital in preparing our pupils for today's world. The school is committed to equal treatment for all, regardless of race, gender, ethnicity, religion, sexual orientation or social background. The School welcomes pupils with special education needs, provided that we can offer them the support that the pupil requires. At present our physical facilities for the disabled are limited but the School will do all that is reasonable to ensure that the school's culture, policies and procedures are made available to children who have disabilities to comply with our legal and moral responsibilities under the Equality Act 2010. We will discuss thoroughly with parents and their medical advisers the adjustments that can reasonably be made for the child if he/she becomes a pupil at the School.
3. *Offer of a Place and Deposit:* When an offer of a place is made, parents are requested to complete an Application Form. The school has experienced some difficulties with parents who accept a place, but then do not enter their child at the school. The resulting work to contact parents who are on the waiting list (often at short notice) is time-consuming and inconvenient. As a result, the governors have decided that the arrangements for a deposit will be as follows:
  - a. A total of £500 deposit will be due to the school, of which £100 is payable at the time the offer of a place is accepted;
  - b. The balance of £400 will be due not less than one full term before the child is due to enter the school, and if such deposit is not paid, the offer of a place will be

- withdrawn and the payment of the £100 will not be refunded to compensate the school for the costs of administration; and
- c. If the child does not attend the school, the whole of the paid deposit will not be refunded, to compensate the school for the administrative costs incurred;
  - d. The balance of the deposit of £400 would be credited against the first term's fees.
  - e. Withdrawals upon notice or for exceptional reasons will be considered by the governors, who shall have the right to refund some or all of the deposit as they feel is appropriate.
4. *Fluency in English:* In order to cope with the high academic and social demands of the School, pupils must be fluent English speakers. Normally pupils should have been brought up and educated in the English medium before coming to the school. Extra support in English as an Additional Language (EAL) may be arranged at the parents' expense. Young children admitted should where possible be toilet trained.
5. Candidates who are unsuccessful in obtaining a place can be placed onto a waiting list if they indicate that they wish to do so.

**D ETHOS**

Mayfield Preparatory School has a happy, caring, family atmosphere incorporating the traditional values of respect and courtesy. Whilst respecting the beliefs of others in our community, the school is based on Christian principles.

**E PASTORAL CARE.**

1. Pastoral care is a thread that runs throughout all aspects of life at the school, and is aimed towards the happiness, success, safety and welfare of each pupil and the integrity of the school community. We will do all that is reasonable to safeguard and promote your child's welfare and provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's human rights and freedoms, though these must be balanced with the lawful needs and rules for our School community and the rights and freedoms of others.
2. We have a complaints procedure which can be sent to you on request.
3. *Head's Authority:* The parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the pupil's welfare.
4. *Physical Contact:* Whilst it is accepted that physical punishment is not permitted, parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a pupil in distress or to maintain safety and good order, or in connection with the pupil's health and welfare. The parents also 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. 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 parents.

5. *Confidentiality:* The parents authorise the Head 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 of 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 pupils' e-mail communications and internet use within the School.
6. *Communication with Parents:* With the exception of communication regarding cancellation, withdrawal and notice of withdrawal, the School will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person.
7. *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 press releases, brochures and the website. We would not disclose the name or home address of the 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 Head requesting an acknowledgement of their letter.
8. *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.
9. *Pupil's Personal Property:* Pupils are responsible for the security and safe use of all of their personal property including money, watches, computers, musical instruments, mobile phones and sports equipment, and for property lent to them by the School. The parents must be responsible for insurance of the personal property while at school or on the way to or from school or on any school-sponsored activities away from school premises.
10. *Liability:* Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the pupil or parents or for the loss or damage to property.
11. *Emergency Medical Treatment:* Parents authorise the Head to consent on behalf of the parents to the pupil receiving emergency medical treatment (including blood transfusions) within the United Kingdom, including general anaesthetic and operations under the National Health Services or at a private hospital where certified by an appropriately qualified person necessary for the pupil's welfare and if the parents cannot be contacted in time.
12. The Head may at any time require a medical opinion or certificate as to the pupil's general health where the Head considers that necessary as a matter of professional judgment in the interests of the child and/or the School.

**F EDUCATIONAL MATTERS.**

1. The School reserves the right to organise the curriculum and its delivery in a way which, in the professional judgment of the Head, is most appropriate to the School community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes amongst the pupils. Any parent who has specific requirements or concerns about any aspect of education or progress should contact the Head or a senior member of the School.
2. *School Trips:* A variety of school trips may be provided for your child while a pupil here. The cost of certain school trips will be charged as an extra and added to your bill. Such trips will be notified to you in advance, and the cost will be payable in advance. The pupil is subject to school discipline in all matters while engaged on a school trip. Any additional cost or special measures (such as medical costs, taxis, air fares or professional advice) necessary to protect the pupil's safety and welfare or to respond to breaches of discipline, will be added to the bill.
3. *Sports and other Club Commitments:* Subject to any agreement to the contrary exercised at the Head's sole discretion, the parents will ensure that a pupil's participation in school sports or events takes precedence over commitments to sports and other clubs outside the School.
4. The School monitors the progress of each pupil, and reports regularly to the parents.
5. *Personal, social, health and economic education:* As part of the PSD (Personal and Social Development) and pervading the whole curriculum and school life, pupils are encouraged to be independent and responsible members of the school community, be positive and active members of a democratic society, develop self-confidence and self-esteem and make informed choices regarding personal and social issues, make the most of their abilities, develop a healthy lifestyle, be aware of safety issues, develop good relationships with other members of the school and the wider community, respect others regardless of race, gender or disabilities, and respect religious and cultural diversity. From entry into school, pupils will learn about their own personal growth and how they are changing. Older pupils will also learn in gender-specific classes about the physical changes that occur as they reach puberty and become young adults. Pupils will be encouraged to learn about important issues within the school, the local area and the outside world, including news, current affairs, the environment and finance, in order to prepare them for their future.

## **G BEHAVIOUR AND DISCIPLINE.**

1. The School has a discipline and exclusion policy and parents are specifically invited to consider this so as to make themselves familiar with the school's expectations and the rewards and sanctions available, including the risk of suspension, or permanent exclusion.
2. *Conduct and Attendance:* We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the pupil will take a full part in the activities of the school, will attend school each day, be punctual, will work hard, will be well behaved and will comply with the School regulations and code of conduct about the wearing of uniform.

3. *School Discipline:* The parents confirm that they accept the authority of the Head and any other members of the staff on the Head'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 on the way to or from School, or otherwise representing or associating with the School.
4. Investigations into a complaint which could lead to expulsion, removal or withdrawal of the pupil in any of the circumstances contained within the discipline and exclusion policy or as outlined below will be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the parents or educational guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of a parental educational guardian, the pupil will be assisted by an adult (usually a teacher) of his/her choice.
5. *Divulgng Information:* Except as required by law, the School and its staff should not be required to divulge to parents or others any confidential information or the identities of pupils or others who have given information which has lead to the complaint of which the Head has acquired during an investigation.
6. *Permanent Exclusion:* A pupil may be formally excluded permanently 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. It is reserved for the most serious breaches. The Head will act with procedural fairness in all such cases. The Head's decision will be subject to a review by a Pupil Discipline Committee of the Governing Body which will be convened by the Clerk. Parents will have the right to make representations to the Committee. If a pupil is permanently excluded there will be no refund of any fee. All arrears or fees and any other sums due to the School will be payable.
7. Parents may be required, during or at the end of term, to remove a pupil, temporarily or permanently from the School if, after consultation with the pupil and/or the parent, the Head 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 opportunity and/or community life offered by the School, or if a parent has treated the School or members of its staff unreasonably. In these circumstances, parents may be permitted to withdraw a pupil as an alternative to removal being required. The Head shall act with procedural fairness in such cases, and shall have regard to the interest of the pupil and parents.
8. An exclusion from school (other than a permanent exclusion) means that a pupil has been sent home for a limited period either as a disciplinary sanction or pending the outcome of an investigation. In such circumstances, the parents have a right to have the matter reviewed by the Pupil Discipline Committee.
9. The Head may also exclude a pupil from extra-curricular activities or school trips, in which case there is no right to a review by the governors.

**H      NOTICE.**

1. *Notice to be given by the parents* means (unless the contrary is stated in these Terms and Conditions) **a term's written notice addressed and actually received by the Head**. It is expected that parents will consult with the Head and/or the Responsible Officer/Bursar before giving notice to withdraw a pupil.
2. 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.
3. "A term's notice" to be given by parents means notice given 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 has been accepted, or if parents wish to withdraw a pupil. In such a case, if that notice is not given, the term's fees are nonetheless payable.
4. *Cancelling Acceptance:* Cancellation of a place which has been accepted can cause long term loss to the School. The School agrees to limit the parents' liability to a full term's fees, unless a term's notice has been given. In cases of serious illness or genuine hardship, special consideration may be given.
5. *Withdrawal by Parents:* If a pupil is withdrawn on less than a term's notice, the fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question, and 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. It is expected that a parent or duly authorised guardian will in every case consult personally with the Head or through the Head's authorised deputy or the Responsible Officer before notice of withdrawal is given.
6. *Termination by the School:* The School may terminate this agreement on one term's written notice sent by ordinary post or on less than one term's notice in a case involving permanent exclusion or required removal (as described in Clauses G6 and G7 above). The School will not terminate the contract without good cause and full consultation with parents and also the pupil (if of sufficient maturity and understanding) and would offer the parents a chance to have the decision reviewed by the Pupil Discipline Committee if a decision was made to terminate.

## I FEES.

1. Details of the current fees are contained with the prospectus and the parent information pack which may be obtained from the School Office.
2. The fees will vary from time to time, although notice of at least one term will be given of any variation (usually in February or March to take effect in the following September).
3. Parents undertake to pay the fees applicable in each school year. All fees are payable before the commencement of the school term to which they relate. Fees may be paid by cheque, standing order or through electronic transfer. If one or more items on the bill are under query, the balance of the bill must be paid.
4. Fees will not be refunded or waived for absence through illness or if a term is shortened or a vacation extended. Where there is a case of genuine hardship or where there is a legal

liability under a Court order or under the provisions of this contract to make a refund, the matter will be considered exceptionally by the Head and the Responsible Officer.

5. Exclusion for Non-Payment: The Responsible Officer and the Clerk to the Governors reserve the right upon 3 days written notice to exclude a pupil while fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to a review by the Governors will not normally arise. However, the Chair 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 28 days after exclusion, in accordance with these Terms and Conditions at Clause H5.
6. Simple interest may be charged on a day to day basis on fees which are unpaid. The rate of interest charged will be at up to 1.5% per month which is a genuine pre-estimate of the cost to the School of a default. Cheques and other instruments delivered at any time after the first day of term will be presented immediately but will not be considered as payment until cleared.
7. Payment of fees by third party does not release any parent from liability if the third party defaults. In exceptional circumstances a release may be given in writing signed by the Clerk to the Governors or the Responsible Officer.

#### **J EVENTS BEYOND THE CONTROL OF THE PARTIES.**

1. An event beyond the reasonable control of a party to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
2. 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 shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
3. Continued Force Majeure: If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under the clause above shall notify the other of the steps to be taken to ensure performance of this agreement.

#### **K GENERAL MATTERS.**

1. The offer of a place and acceptance by the parents gives rise to a legally binding contract on the terms of these Terms and Conditions.
2. The contract was made at the School and it is governed by the Law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.
3. *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 words above or in combination infringe present legislation of England or Wales they should be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. If any parent (or any pupil) wishes to have any matters explained, they should make contact either with the Head, or the Clerk to the Governors or to the Responsible Officer.

4. It is not practicable to consult with parents and pupils over every change that may take place. However, the School will use reasonable endeavours to ensure that parents are consulted and where possible given at least a term's notice of any change of policy, change of any physical aspect of the School which would have a significant affect on their child's education, or on any change in governance.
5. *References given by the School.* The school reserves the right to provide accurate references about pupils and parents (including any details about fees) to any other school or college to which a pupil of Mayfield has applied or is proposing to apply.

Dated: March 2015