

The Belvedere Preparatory School LLP

TERMS AND CONDITIONS

PLEASE DETACH THESE BEFORE RETURNING THE ACCEPTANCE FORM TO THE SCHOOL AND KEEP THEM FOR FUTURE REFERENCE

1. DEFINITIONS

In these Terms and Conditions the following expressions have the following meaning:

Acceptance Form	the attached form.
Additional Charges	items not included in the Fees, for example, breakfast/after school care and clubs, residential visits, uniform, individual lessons or additional tuition, specialist services, lunch.
Deposit	the sum payable on account in accordance with Clause 3.
Fees	the published fees for the School which cover tuition (other than extra subjects and individual lessons or support and any additional fees applicable to these lessons).
Fees in lieu of notice	the full fees for a School Term with no allowance for Scholarship, or other financial assistance or bursary.
Fixed Period of Exclusion	exclusion from the School premises for any period fixed by the Head and confirmed in writing.
Head	the Head Teacher/Principal of the School (or person acting as Head Teacher) from time to time.
Parent	one or more of the signatories to the acceptance form.
Payer	the signatory or signatories to the Direct Debit mandate.
Permanent Exclusion	removal from the School roll.
Pupil	the person described in section A of the acceptance form.
School	The Belvedere Preparatory School LLP
School Rules	School Rules/ Codes of Conduct/ Policies and Regulations from time to time.
School Office	the School's office situation at 23 Belvidere Road, Princes Park, Liverpool L8 3TF
Term	the academic Terms of the School as varied from year to year.
Junior School	Reception Class to Year 6.

2. AGREEMENT

- (a) A legally binding Agreement is made when the completed Acceptance Form, Deposit and the Direct Debit mandate are received by the School on or before the date specified by the Head.
- (b) In entering into the Agreement the Parent and the Payer agree that they and the Pupil will:
 - (i) be bound by the School Rules and by these Terms and Conditions; and
 - (ii) support the School in maintaining its ethos and good standards of behaviour.
- (c) The rights of the School under this Agreement will not be waived even if these Terms and Conditions are not enforced.

3. DEPOSIT

- (a) A Deposit is payable on acceptance of a place at the School.
- (b) It will not be refunded if the place is not taken up by the Pupil.
- (c) The Deposit may be waived by the Head in respect of a Pupil award a bursary.
- (d) The Deposit will be held whilst your child remains in School. The Deposit will be refunded once all financial and any other obligations to the School have been met.
- (e) No interest will be paid on the Deposit.
- (f) The Deposit will not be refunded if your child does not complete their whole education at the Belvedere Preparatory School (departing at the end of academic year of Year 6).

4. FEES

- (a) Fees are payable Termly in advance by direct debit on the 1st day of each Term. For the avoidance of doubt, all signatories to the Declaration in Box C are jointly and severally liable for the Fees.
- (b) By arrangement with the School each Term's Fees may be paid by direct debit by means of 10 equal monthly instalments (Sept to June). If the direct debit mandate is not accepted by the Payer's bank or if it is cancelled by the Payer before the whole Term's Fees have been paid, the outstanding Fees remain due in accordance with (4a) above and must be paid immediately.
- (c) A completed direct debit mandate must accompany the Acceptance Form. (Once the direct debit mandate has been established any amendments must be received by the School Office at least 2 months before the charge is to take effect.)
- (d) An annual administration fee is chargeable.
- (e) An administration charge will be applied for payments refused by the Payer's bank.
- (f) Fees invoices will be issued annually before the start of the Autumn Term in respect of the Fees for the following School year. Fees are payable whether or not an invoice is received and payment which is not in accordance with these Terms and Conditions will be a breach of this Agreement.
- (g) Although payable Termly, Fees are calculated on an annual basis and apportioned over the School Terms. No reduction will be made for Terms where teaching is reduced because of public examinations, external assessments or matters outside the control of the School.
- (h) Payment of Fees will not be accepted in cash or by credit card.
- (i) Additional Charges (including lunches) will be collected by the School under the same conditions as set out in (4b). All pupils are required to take lunch.
- (j) The School reserves the right to increase Fees and Additional Charges providing that no less than one full Term's notice is given.
- (k) The School reserves the right to inform any fee paying school to which the pupil transfers of any Fees which are outstanding.
- (l) The School reserves the right to conduct credit checks on either the Payer or Parent.

5. INTEREST ON OVERDUE FEES

The School reserves the right to charge interest on Fees which are overdue after the first day of Term and Additional Charges not paid within 30 days of the date of the request for payment at the rate of 4% above The Royal Bank of Scotland plc base rate from time to time unless they are being paid and continue to be paid under instalment arrangements referred to in 4(b) above.

6. RETAINING FEE

If the Parent wishes a place to be kept for a Pupil who will be absent for up to a year, the Head's written consent must be obtained and a retaining fee equivalent to a full Term's Fees paid prior to the Pupil's absence. It will be forfeited if the Pupil does not return unless a full Term's written notice is given that the place is no longer required. The form to which the Pupil is admitted on returning to School will be at the discretion of the Head and will depend on the Head's assessment of the standard of the Pupil's work. Any written notice given by the Parent to the School under this clause must be made in accordance with clause 8(f).

7. EXTRA SUBJECTS

Although the School may offer facilities for Pupils to take extra subjects, for example individual music tuition, any contract for those subjects is between the Parent and visiting teacher and charges for extra subjects are collected by the visiting teacher.

8. WITHDRAWAL AND TERMINATION

By a Parent

- (a) A full Term's written notice that the Pupil will not be returning to the School after the end of a Term must be received by the School from the Parent on or before the first day of that Term.
- (b) Subject to the terms of 8(e) below, if a full Term's written notice is not received by the School pursuant to 8(a) above, an administration charge of £150 will be payable by the Parent to the School within 7 days of the date of the written notice.

- (c) Following receipt of the written notice in accordance with 8(b), the School will use reasonable endeavours to find a replacement pupil for the Pupil.
- (d) If, following the School carrying out its obligations under 8(c) above, the School is:
 - (i) unable to find a replacement pupil, a Term's Fees in lieu of notice less the amount of the administration charge set out in 8(b) above will be due from the Parent to the School as a debt; or
 - (ii) able to find a replacement pupil, no further amounts will be payable by the Parent to the School under this Clause.
- (e) If provisional written notice is received by the School on or before the first day of Term, the School may, in its discretion, accept this in lieu of a full Term's notice provided that it is confirmed in writing no later than the last day of the first half of Term.
- (f) Any written notice sent by a Parent to the School under this clause 8 must be addressed to the School for the attention of the Head and sent by special delivery or recorded delivery. Any notice shall be deemed to be received by the School on signature of a delivery receipt.

By the School

- (e) If in the Head's considered opinion the Parent's behaviour is unreasonable and is likely to affect adversely the Pupil or other pupils or staff at the School, or bring the School into disrepute, or if the Head feels that the necessary relationship of trust and confidence between the parties has irreparably broken down, the School can require the Parent to withdraw the Pupil without notice. The Parent will be permitted a reasonable opportunity (determined by the Head) to make written representations to the Head and, if the Parent wishes, to the Chairman of the School Board in such circumstances before the length or permanence of the withdrawal is confirmed. The decision of the Head or the Chairman of the School Board (if the latter is involved by the Parent) will be final.
- (f) The School may terminate the contract and require a Pupil to be withdrawn if that Parent has failed to meet their obligations to pay Fees in respect of that Pupil.
- (g) In all cases of required withdrawal, full Fees remain payable for the Term in which it occurs.

9. EXCLUSION

- (a) The Pupil may be excluded for a fixed period of time and/or permanently excluded for breach of School Rules.
- (b) In all cases of Fixed Period or Permanent Exclusion full Fees will remain payable for the Term in which it occurs.

10. CONTINUITY OF EDUCATION

Continuity of education is anticipated normally throughout each age range (i.e. pre-school and preparatory school) unless in the opinion of the Head after due deliberation the Pupil will not benefit from continuing to be educated at the School or has not attained a sufficiently high standard of work or behaviour for continuation. If this is the case, then no less than one Term's written notice will be given to the Parent or Guardian on or before the first day of that Term.

11. EMERGENCY CLOSURE

If the School has to close temporarily due to emergency, the School Term will not be extended, nor will any part of the Term's Fees or additional charges if a cost has been incurred by the school be refunded.

12. EXAMINATIONS

The Head shall have the right not to enter a Pupil for an examination if in the opinion of the Head after due deliberation it is deemed not in the Pupil's best interest to do so.

13. MEDICAL

- (a) The Parent will supply details of the Pupil's medical history in the form requested by the School and will notify the School immediately if there are any changes to the information supplied in this form or if the Pupil contracts any medical condition specified to the Parent by the School.

- (b) The Parent agrees to the Pupil being medically examined in accordance with arrangements made from time to time by the School.
- (c) The Parent grants the Head (or the person with responsibility for the Pupil at the relevant time) full authority to give consent to the carrying out of any emergency medical treatment or anaesthetic certified by a medical practitioner to be necessary for the Pupil, if the Parent cannot be contacted immediately by the School.

14. PARENTAL RESPONSIBILITY AND COURT ORDERS

- (a) The Parent will notify the Head immediately of any parental responsibility agreement or court order relating to the Pupil (e.g. residence, contact, prohibited steps, specific issues or periodical payments) and send the Head a copy of the same. In the absence of any such court order, the School will treat each person with parental responsibility as having equal rights to receive relevant information about the Pupil on request (unless in the Head's discretion it is not in the Pupil's best interests to do so).
- (b) In signing any form of consent requested by the School, the Parent or person with whom the Pupil lives is responsible for ensuring that all other consents required by law have been obtained.

15. COMPLAINTS

Complaints will be dealt with in accordance with the School's published procedure in force from time to time, a copy of which can be obtained from the School website.

16. INSURANCE

Pupils' personal property is not covered by the School's insurance when on School premises. The School does not accept responsibility for loss of or damage to a Pupil's personal property on the School premises or on School visits.

17. DATA PROTECTION

Personal data provided by or relating to the Parent, Payer or Pupil will be used by the School for the purposes of fee billing and collection; maintaining pupil records; providing information to third parties (e.g. DCSF, Welsh Assembly Government, UCAS) as required in connection with the provision of the Pupil's education; statistical analysis; market research; communications including School publications and promotional material; and any other purpose as notified by the School to the Information Commissioner.

18. INDEMNITY

The Parent shall indemnify the School against all liabilities, costs and expenses (including but not limited to all court fees, legal costs and interest (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) incurred by the School arising out of or in connection with the School pursuing a Parent in respect of any outstanding amounts owed to the School under these Terms and Conditions.

19. VARIATIONS OF THE TERMS AND CONDITIONS OF THE AGREEMENT

The offer and acceptance of a place are made on the basis that any successful school needs to develop and the School may make reasonable changes to these Terms and Conditions on giving at least one Term's notice in writing. Parents, the Payer and the Pupil will inform the School promptly of any changes to the details contained in the Acceptance Form.

