

Higham Road  
 Barton le Clay  
 Bedford MK45 4RB  
 Phone no: 01582 882054  
 Email: admin@orchardschool.org.uk



## Application Form to join Orchard School

[to be completed by parents or guardians] **PLEASE USE BLOCK CAPITALS**

Surname of child: \_\_\_\_\_

First names (in full): \_\_\_\_\_

Name generally used \_\_\_\_\_

Date of birth: \_\_\_\_\_ Boy:                  Girl:

Please enclose a copy of the birth certificate



Nationality: \_\_\_\_\_ Proposed date of admission: \_\_\_\_\_

Mon    Tues    Weds    Thurs    Fri

Attendance: Term Time\*      All Year

Days required:

Day Length: 9:00-15:30

\*Option to book holiday club if required

(Not transferrable)

8:00-17:45

Parents' Details:	Parent 1	Parent 2
Title:		
Surname:		
First Names:		
Address:		
Postcode:		
Occupation:		
Employer:		
Nationality:		
Home tel:		
Work tel:		
Mobile:		
E-mail		
Emergency contact:	<b>1</b>	<b>2</b>
Name:		
Tel:		
Emergency Email:		

Please state who has parental responsibility for the child and (if applicable), who has legal contact. If a third person is involved, please also give their details below:

\_\_\_\_\_

Contact Numbers: Home tel: \_\_\_\_\_ Work tel: \_\_\_\_\_

Mobile: \_\_\_\_\_ E-mail: \_\_\_\_\_

Please mention here the names of any other members of the family attending the school or applying for entry, or any other connection with the school: \_\_\_\_\_

**Please make sure that we are always notified (preferably in writing) not less than 24 hours in advance of the name and address of any adult who is due to collect your child.** \_\_\_\_\_

Is English your child's first language? *(If not, please state his/her first language)*

Do you wish to make use of the Government's Nursery Grant Scheme, giving you **up to** 15 hours a week (term time only) of funded tuition for 3 and 4 year olds? \_\_\_\_\_

**Declaration**

We accept a place for the above named child be registered as a pupil of Orchard School, we have read and accept the terms and conditions of the Parent School Contract and agree to abide by them AND we will make a non-refundable Application fee payment of £150.00 by bank transfer to:

Account Name - Orchard Prep Ltd. Sort Code - 30-66-76  
 Account Number - 80104368 Reference - Child's Name

We understand that:

1. By accepting this place at the School, we will be bound by School's terms and conditions for the provision of educational and care services.
2. We give permission for Orchard to obtain credit and identity reports on myself/ourselves should it be deemed necessary at any time whilst our son/daughter is a pupil at the School.

<b>First signature</b>		<b>Second signature</b>	
<b>Date:</b>		<b>Date:</b>	
<b>Name in full:</b>		<b>Name in full:</b>	
<b>Relationship to child:</b>		<b>Relationship to child:</b>	

## Medical Questionnaire for Parents of New Pupils

<b>SURNAME:</b>		<b>FIRST NAMES:</b>	
<b>DATE OF BIRTH:</b>		<b>YEAR OF ENTRY:</b>	
<b>RECORD OF NHS RECOMMENDED IMMUNISATIONS:</b>			
<b>TYPE</b>		<b>DATE</b>	
Diphtheria, tetanus, whooping cough, polio			
Haemophilus influenza type B (Hib)			
Pneumococcal infection			
Meningitis C			
Measles, mumps, rubella			
<b>PLEASE GIVE DETAILS OF THE FOLLOWING:</b>			
Any allergies or sensitivities to food, medication, pets or to insect stings:			
How do any allergies or sensitivities manifest themselves? <i>(We require medical reports from either GP or Consultant to verify condition and treatment)</i>			
Please list any special dietary requirements:			
Does your child require any special adjustments to be made? Does he or she have a disability or special education need? If so, please describe them briefly:			
<i>(We always invite parents of children with a disability to visit before their child joins, so that we can agree jointly a protocol for the management of his/her condition)</i>			
Any chronic or recurring medical conditions needing regular or occasional medication or treatment:			
<i>(We always invite parents of children with medical conditions to visit before their child joins, so that we can agree jointly a protocol for the management of his/her condition)</i>			
I/We agree to the School Nurse, in an emergency, dispensing the following medication(s) to my child in accordance with a mutually agreed protocol.			
<ul style="list-style-type: none"> <li>•</li> </ul>			
We require your written consent for <u>every</u> prescribed medicine before we can give it to your son or daughter)			
History of any serious illnesses or injuries requiring admission to hospital:			
Any other conditions that might affect your child in his or her school life, for example ADHD:			
Are there any psychological factors that affect your child of which we should be aware?			
Does your child have regular dental checks?			
Does s/he have any impairment to her/his hearing?			
Does your child have any visual impairment?			
Does s/he have regular eye tests?			
Does your child require glasses?			
Do you have private medical insurance?			
The name, address and telephone number of your family GP:			
The name and contact details of your Health Visitor:			

**PLEASE COMPLETE THE FOLLOWING SECTION**

**CONSENT TO EMERGENCY TREATMENT**

I/ We authorise the Headmistress, or an authorised deputy acting on her behalf to *consent* on the advice of an appropriately qualified medical specialist *to my/our child receiving emergency medical treatment, including general anaesthetic and surgical procedure* under the NHS if the school is unable to contact me/us in time.

Signature of both parents \_\_\_\_\_

or guardian:

Print names: \_\_\_\_\_

Date: \_\_\_\_\_

**CONSENT TO GENERAL TREATMENT AND TO FIRST AID**

I/We give consent for my/our child receiving all the general health care and first aid services provided at the School under the supervision of the qualified School Nurse or a qualified Paediatric First Aider.

He/she may/may not be given first aid treatment by any qualified member of staff.

*In the event of an emergency non- prescriptive medicine can be given after other methods to relieve pain and temperature have been exhausted if the disclaimer printed below has been completed and signed.*

*He/she will only be given non-prescribed medicines, such as [Paracetamol Suspension](#), with your prior written consent (see above).*

*The School will always inform parents about any injury (however minor), first aid treatment or medication given to a pupil, or if a child develops symptoms of illness or infection at school.*

Signature of both parents \_\_\_\_\_

or guardian:

Print Names: \_\_\_\_\_

Date: \_\_\_\_\_

# Confidential Information Form

## Ethnic Monitoring Form

Please complete this form and submit it with your Application Form. It will be kept separately and will not be used in the process of allocating places in the School. The form will only be used to monitor the effectiveness of the school's Equal Opportunities Policy.

The Ethnic Origin of the child is--

### White (Please Tick)

White British

White Irish

Any other White background

### Mixed

White and Black Caribbean

White and Black African

White and Asian

Any other mixed background

### Asian or Asian British

Indian

Pakistani

Bangladeshi

Any other Asian background

### Black or Black British

Caribbean

African

Any other Black background

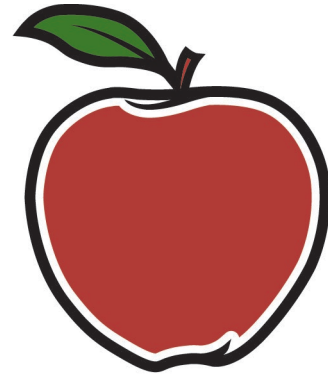
### Other ethnic groups

Chinese

Any other ethnic group

Thank you for completing this form.

*Orchard School is a Data Controller for the purposes of the Data Protection Act 1998. Any personal information supplied on this form will be processed in accordance with the principles of the Act.*



**ORCHARD  
SCHOOL**

# Terms and Conditions of the Parent School Contract

(EYFS, Key Stage 1 & Key Stage 2)

# Orchard School

## **PARENT-SCHOOL CONTRACT**

### **1 Introduction**

#### **1.1 Terms and Conditions**

Together with the Application Form signed by the Parents and Fees List they form the basis of a legally binding contract between the Parents and Orchard Prep Ltd. for the provision of educational and care services. These terms and conditions are subject to revision from time to time and are intended to promote the education and welfare of the Pupils and the stability, forward planning, proper resourcing and development of Orchard School and Nursery.

#### **1.2 Prospectus and Website**

The prospectus and website of the School are not contractual documents. Please see clause below for further information.

#### **1.3 Fees and Notice**

The rules concerning fees and notice are of particular importance and are set out below.

#### **1.4 Managing change**

The School is likely to undergo a number of changes during the time your child is a Pupil. Please see below for further details of the changes that may be made and the consultation and notice procedures that will apply.

#### **1.5 Documents referred to**

Before completing the Application Form parents have an opportunity to see any of the documents referred to in these Terms and Conditions. The Schools' website contains a number of policies and procedures that can be viewed by parents. Printed copies are available from the School office upon written request.

### **2 Terminology**

#### **2.1 "The School" / "We" / "Us"**

*means Orchard Prep Ltd trading as Orchard School & Nursery as now or in the future constituted (and any successor). References to "School" shall include the "Nursery", unless otherwise stated. The School is constituted as a company limited by shares regulated by its Memorandum and Articles of Association.*

#### **2.2 "The Headmistress"**

*is the person appointed to be responsible for the day to day running of the School.*

#### **2.3 "The Parent(s)" / "You"**

*means any person who has signed the Application Form and/or who has accepted responsibility for a child's attendance at the School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Fees payable by a third party (for example an employer, grandparent or step parent with Parental Responsibility) will be subject to a separate agreement between the School, the Parents and the third party. Parents are expected to give their support and encouragement to the aims of the School, and to ensure that the Pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.*

#### **2.4 "Parental Responsibility"**

*means those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.*

## **2.5 The “Pupil”**

*means the child named on the Application Form.*

## **2.6 The “School Community”**

*Means the pupils, parents, staff and volunteers*

## **3 Admission and Entry to the School and Nursery**

### **3.1 Admission and Entry:**

Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time and having paid the non-returnable registration fee. “Admission” occurs when the Parent completes and returns the Application Form. “Entry” is the date when the Pupil attends the School (including Pre-Prep, i.e. Russets) or Nursery for the first time (as appropriate) under this contract.

### **3.2 Equality:**

The School has a Christian ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will 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 legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants, Pupils and members of the staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

## **4 Pastoral Care**

### **4.1 The School’s commitment:**

We will do all that is reasonable to safeguard and promote the Pupil’s welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil’s human rights and freedoms, which must, however, be balanced with the lawful needs and rules of the School community and the rights and freedoms of others.

### **4.2 Complaints:**

Any question, concern or complaint about the pastoral care of safety of a Pupil or any educational issue or other matter connected to the School must be notified to the School as soon as practicable. A copy of the School’s Complaints Policy (Procedure) can be supplied on request.



#### **4.3 Headmistress's authority:**

The Parents authorise the Headmistress to take and/or authorise in good faith all decisions which the Headmistress considers on proper grounds will safeguard and promote the Pupil's welfare.

#### **4.4 Ethos:**

The ethos of the School is to foster good relationships between members of staff, the pupils themselves, between members of staff and pupils and between members of staff and parents. Bullying, harassment, victimisation and discrimination by any member or members of the school community will not be tolerated. The School and its staff will act fairly in relation to the Pupils and the Parents and we expect the same of Pupils and the parents in relation to the School or its staff.

#### **4.5 Physical Contact:**

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. Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal School programme or extra-curricular programme. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

#### **4.6 Disclosures:**

Parents must, as soon as possible, disclose to the School in confidence:

- 4.6.1 any known medical condition, health problem or allergy affecting the Pupil; or
- 4.6.2 any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family; or
- 4.6.3 any disability, special educational need or any behavioural emotional difficulty and/or social difficulty on the part of the Pupil; or
- 4.6.4 any family circumstances or court order which might affect the Pupil's welfare or happiness; or
- 4.6.5 any concerns about the Pupil's safety; or
- 4.6.6 any change in the financial circumstances of the Parents in receipt of a concession from the School.

#### **4.7 Confidentiality:**

The Parents authorise the Headmistress to override their own and (so far as they are entitled to do so) the Pupil's rights to 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, members of staff may need to be informed of any particular vulnerability the Pupil may have.

#### **4.8 Special Precautions:**

The Headmistress needs to be aware of any matters that are relevant to the Pupil's safety and security. The Headmistress must be notified immediately and be in receipt of any court orders in relation to the pupil and receive in writing information of any situation of risk for which special safety precautions may be needed. Parents may be excluded from School premises if the Headmistress, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or any other member of the School Community.

#### **4.9 Communication with Parents:**

Communication from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents. This does not apply to the cancellation of a place or the withdrawal of the Pupil from the School. Any notice of cancellation or notice of withdrawal of the Pupil shall be made by responsible parent or Parents.

#### **4.10 Absence of parents:**

When both Parents will be absent from the Pupil's home overnight or for a twenty four hour period or longer, the Headmistress must be told in writing the name, address and telephone number for twenty four hour contact with the adult who will have the care of the Pupil.

#### **4.11 Late and Non-Collection of Children**

Occasionally delays are unavoidable though Parents must keep the School informed of difficulties resulting in late collections. Persistent lateness in collecting a child is very serious and if all reasonable attempts fail to make contact with Parents or their authorised persons when a child has not been collected it is our duty to contact Children's Social Care and Emergency Duty Team for Bedfordshire and Luton who will take over the responsibility for the child.

#### **4.12 Photographs or images:**

It is the custom and practice of most independent Schools, and of our School to include some photographs or images of Pupils in the School's promotional material such as the prospectus and the website. If the Parents do not want the Pupil's photograph or image to appear in any of the School's promotional material they must write immediately to the Headmistress requesting an acknowledgement of their letter.

#### **4.13 Pupil's personal property:**

Pupils of an appropriate age or, in the case of younger children, their parents, are responsible for the security and safe use of all personal property and are responsible for ensuring that all property is clearly marked with the owner's name.

#### **4.14 Insurance:**

The Parents are responsible for insurance of the Pupil's personal property whilst at School or on any School-sponsored activity from School premises.

#### **4.15 Liability:**

Unless negligent or guilty of some other wrong doing causing injury, loss or damage the School does not accept responsibility for accidental injury or other loss caused to the Pupil of the Parents or for loss or damage to property.

### **5 Health and medical Matters**

#### **5.1 Medical Declaration:**

Before the Pupil enters the School, Parents will be asked to complete a Confidential Information Form concerning the Pupil's health and must inform the Headmistress in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.

#### **5.2 Pupils Health:**

The Headmistress may, at any time, require a medical opinion or certificate as to the Pupil's general health where the Headmistress considers it necessary as a matter of professional judgement in the interests of the Pupil and/or the School community.

#### **5.3 Medical Information:**

Throughout the Pupil's time as a member of the School, the School shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interest or necessary for the protection of other members of the School community. Such information will be given and received on a confidential, "need to know" basis.

#### **5.4 Emergency medical treatment:**

The Parents authorise the Headmistress, or her delegated appointee, to consent on their behalf to the Pupil receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations performed by the National Health Service or at a private hospital and where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

### **6 Educational matters**

#### **6.1 Provision of education:**

Within the published range of the School's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Pupil and to provide education to at least the standard required by law in the particular circumstances.

**6.2 Organisation of the curriculum:**

We reserve the right to organise the curriculum and its delivery in a way that, in the professional judgement of the Headmistress, is most appropriate to the School community as a whole. Our policy on class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the Pupils. Any Parent who has specific requirements or concerns about any aspect of the Pupil's education or progress, they should contact the Pupil's teacher or contact the Headmistress in the case of a serious concern.

**6.3 Progress reports:**

The School shall monitor the Pupil's progress and shall report regularly to the Parents by means of assessments, parent evenings and full written reports.

**6.4 Reports and references:**

Information supplied to the Parents and others concerning the progress and character of the Pupil and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.

**6.5 Learning difficulties:**

The School shall do all that is reasonable to detect and deal appropriately with a learning difficulty, which is considered a 'special educational need'. The School staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

**6.6 Screening for learning difficulties:**

The screening tests available to Schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that a Pupil may have a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.

**6.7 Information about learning difficulties:**

Parents shall notify the Headmistress when completing the School's Confidential Information Form and subsequently in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide the School with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Headmistress and after consultation with the Parents, the School is unable to provide adequately for the Pupil's special educational needs. The School reserves the right to charge for the provision of additional teaching.

**6.8 Auxiliary aids and services:**

The School reserves the right to charge as an extra for auxiliary aids and services provided by the School for a Pupil with special education needs or a disability.

**6.9 Moving up the School:**

Subject to the Pupil satisfying the relevant criteria at the time, nursery pupils will progress through the School and will ultimately complete Year 4. The Parents will be consulted during this time if there appears to be any reason why the Pupil may be refused a place at the next stage of the School.

**6.10 Educational visits:**

A variety of educational visits will be provided for the Pupil. The cost of some educational visits will be charged as an extra and added to the bill. The Parents' prior consent will be sought for certain visits as notified from time to time. Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with the Parents and the cost of the trip will be payable in advance. The Parents agree that the Pupil will fulfil any commitment to an educational visit or co-curricular activity. The Pupil is subject to School discipline in all respects whilst engaged in a School trip. All additional costs of special measures (such as medical costs, taxis, airfares, 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. The School reserves the right to prevent the Pupil from participating in an educational visit if Fees are unpaid at the time.

## **7 Behaviour and Discipline**

### **7.1 School Regime:**

The Parents accept that the School will be run by the Headmistress who is responsible for the care and good discipline of the Pupils while they are in the charge of the School or its staff. The Headmistress is entitled to exercise a wide discretion in relation to the School's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of the Pupil is at issue.

### **7.2 Conduct and attendance:**

We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Pupil will take a full part in the School, will attend each School day, will be punctual, will work hard, will be well behaved and will comply with the School rules about the wearing of uniform and general appearance. The Parents also warrant that the Pupil, if selected for a team will represent the School in sporting or other activities.

### **7.3 School Rules:**

The School rules that apply are set out on the School website and other documents published from time to time. The Parents are requested to read these documents carefully with the Pupil (if appropriate) before they accept the offer of a place.

### **7.4 School Discipline:**

The Parents accept the authority of the Headmistress and other members of the staff on the Headmistress's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the School community as a whole. The School's behaviour and discipline policy, which is current at the time and published on the School's website, 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.

### **7.5 Investigative action:**

A complaint or rumour of misconduct will be investigated. Investigation of a complaint, which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below, shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the parents so that they can attend a meeting with the Headmistress before a decision is made in such a case.

### **7.6 Divulging Information:**

Except as required by law, the School and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of Pupils or others who have given information which has led to the complaint or which the Headmistress has acquired during an investigation.

### **7.7 Sanctions:**

The School's current policies on sanctions are available to the Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include requirement to undertake menial but not degrading tasks on behalf of the School or external community, withdrawal of privileges, suspension, or alternatively being removed or expelled

### **7.8 Definition of sanctions: In this clause of these Terms and Conditions:**

- 7.8.1 **Expulsion:** means that the Pupil is required to leave the School permanently in circumstances described in clause 7.9;
- 7.8.2 **Removal:** means that the permanent removal of the Pupil from the School is required in circumstances described in clause 7.11;
- 7.8.3 **Suspension:** means that the Pupil is sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation; and
- 7.8.4 **Withdrawal:** has the meaning set in clause 8.8.

### 7.9 Expulsion:

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 discipline. Expulsion is reserved for the most serious breaches. The Headmistress will act with procedural fairness in all such cases. The Headmistress's decision to expel shall be subject to a Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review.

### 7.10 Fees after expulsion:

If the Pupil is expelled, there will be no refund of Fees for the current or past terms. There will be no charge to Fees in lieu of notice but, save for any contrary provisions in any other agreement made between the Parents and the School, all arrears of Fees and any other sums due to the School will be payable.

### 7.11 Removal in other circumstances:

The Parents may be required to remove the Pupil permanently from the School if, after consultation with the Parents and, if appropriate, the Pupil, the Headmistress is of the opinion that:

- 7.11.1 by reason of the Pupil's conduct, behaviour 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
- 7.11.2 if the behaviour of either or both parents is, in the opinion of the headmistress, unreasonable and affecting or likely to affect adversely members of the school community.
- 7.11.3 if either parent libels the school in any way which damages its public reputation

In these circumstances, and at the sole discretion of the Headmistress, withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Headmistress shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and the Parents as well as those of the School. The Headmistress's decision to require the Removal of the Pupil shall be subject to a Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the School pending the outcome of the Review. See clause 7.14 and clause 7.15

### 7.12 Fees following removal:

If the Pupil is removed or withdrawn in the circumstances described in clause 7.11 above, the provisions relating to Fees shall be as set out in clause 7.10.

### 7.13 Leaving Status:

The School reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after expulsion, removal or withdrawal.

### 7.14 Review:

The Parents may request a review by a panel of senior members of staff of a decision to expel or require the removal of the Pupil from the School (but not a decision to suspend the Pupil unless the suspension is for 11 School days or more). The request shall be made as soon as possible and in any event within seven days of the Headmistress's decision being notified to the Parents. The Parents will be entitled to know the names of the members of the School Committee who make up the review panel and may ask for the appointment of an independent panel member nominated by the School and approved by the Parents, such approval not to be unreasonably withheld.

### 7.15 Review Procedure:

The Headmistress will advise the Parents of the procedure (current at that time) under which a Review shall be conducted by a panel of three members of the School committee (including an independent member if requested). If the Parents request a Review, the Pupil will be suspended from School until the Review

procedure has been completed. While suspended, the Pupil shall remain away from School and will have no right to enter School premises during that time without written permission from the Headmistress. A Review will be conducted under fair procedures in accordance with the requirement of natural justice.

#### **7.16 Complaints procedures:**

A formal complaint about any matter of School policy or administration not involving an Expulsion or Removal of the Pupil must be made in accordance with the School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

### **8 Provision about notice**

#### **8.1 Term:**

*means the period between and including the first and last days of the relevant School term i.e. autumn, spring and summer terms .*

#### **8.2 Notice:**

*means (unless the contrary is stated in these terms and conditions) two term's written notice given by all who have signed the Application Form before the first day of Term addressed and received by the Headmistress personally or the Bursar on the Headmistress' behalf. It is expected that the Parents will consult with the Headmistress before giving Notice to withdraw the Pupil.*

#### **8.3 Two Term's Written Notice:**

*means Notice given before the first day of a term and expiring at the end of that term. Two term's written notice must be given if the Parents wish to withdraw the Pupil who has entered the School.*

#### **8.4 Provisional Notice:**

*is valid only for the terms in which it is given and only when written and accepted in writing by the Headmistress personally or the Bursar on the Headmistress's behalf.*

#### **8.5 Fees in lieu of notice:**

*means Fees in full for the terms of notice at the rate that would have applied had the Pupil attended. Two Term's Fees in lieu of notice 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.*

#### **8.6 Cancellation:**

*means the cancellation of a place at the School which has been accepted by the Parents and which occurs before the Pupil enters the School or where the Pupil does not enter the School. Please see clause 3.1 for details of when entry to the School occurs.*

#### **8.7 Cancelling acceptance:**

The cancellation of a place after acceptance 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 five years. Nonetheless, the School agrees to limit the Parent's liability to two full Term's Fees at the rate payable for the term of entry payable as a debt if less than two Term's Written Notice of cancellation has been given, including where a place for Reception has been accepted by entering school in the Pre-Prep (Russet) class but not taken up. Cases of serious illness of genuine hardship may receive special consideration on written request.

#### **8.8 Withdrawal:**

*means the withdrawal of the Pupil from the School by the Parents with or without Notice required under these terms and conditions at any time after the Pupil has entered the School. Please see clause 3.1 for details of when Entry to the School occurs. Please also see clause 8.9, 8.10 & 8.11.*

#### **8.9 Withdrawal by the Parents:**

If the Pupil is withdrawn on less than two Term's Written Notice, or excluded for more than 28 days for non-payment of Fees, as set out in clause 9.5, Fees in lieu of notice will be immediately due and payable as a debt.

**8.10 Withdrawal by Parents from Pre-Prep (Russets) Class**

If a pupil who has entered the Pre-Prep (Russets) class is withdrawn from School the parents are liable for the first two terms school fees in the following autumn and spring term for the Reception Class.

**8.11 Withdrawal by Parents from Nursery**

If a pupil is withdrawn from Nursery a sixty day notice period is required as well as any liabilities resulting from Clause 6.9 and/or 8.10.

**8.12 Prior consultation:**

It is expected that the Parents, or duly authorised education guardian, will consult personally with the Headmistress or with the Headmistress's authorised deputy before Notice of Withdrawal is given by the Patents.

**8.13 Termination by the School:**

The School may terminate this contract on two Term's notice in writing sent by ordinary post or on less than two Term's notice in a case involving expulsion or required removal. The School will not terminate the contract without good cause and full consultation with Parents and the Pupil (if of sufficient maturity and understanding).

## **9 Fees**

### **9.1 Fees:**

May include alone or in combination any of the Application Fee, tuition fees, fees for extra tuition, clubs, other extras such as clothing equipment, photographs, or other items ordered by the Parents or charges arising in respect of educational visits, or damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) or late payment charges if incurred.

### **9.2 Fees for Late Collection of Children**

Discretionary charges may be levied if Parents or their nominated person are late in the collection of their child or children.

### **9.3 Payment of Fees:**

The Parents undertake to pay the Fees applicable to each Term directly to the School. Fees for each Term are due and payable as cleared funds before the commencement of the School term to which they relate. If an item on the bill is under query, the balance of the bill must be paid.

### **9.4 Payment of fees by a third party:**

An agreement with a third party (such an employer, grandparent or step-parent without parental responsibility) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the School. The School reserves the right to refuse a payment from a third party.

### **9.5 Refund or waiver:**

Fees will not be refunded or waived if:

- 9.5.1 the Pupil is absent through illness; or
- 9.5.2 a Term is shortened or a vacation extended; or
- 9.5.3 the School is temporarily closed due to adverse weather conditions; or
- 9.5.4 for any reason other than exceptionally, and at the sole discretion of the Headmistress, in a case of genuine hardship; or
- 9.5.5 there is a legal liability under a court order or under the provisions of this contract to make a refund.

See also clause 10 for information about events beyond the control of the parties.

### **9.6 Exclusion for non-payment:**

The School reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment to the School. If the Pupil is excluded for a period of 28 days, he will be deemed withdrawn without Notice and a Term's Fees in lieu of notice will be payable in accordance with clause 8. Exclusion in these circumstances is not a disciplinary matter and the right to a Review will not normally arise. The School may withhold any information, character references or property while Fees remain overdue to the School 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.

### **9.7 Late payment:**

Save where alternative provision for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the School, 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 accruing on a daily basis, which represents a genuine pre-estimate of the cost to the School of a default. The Parents shall also be liable to pay all costs, fees and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees.



**9.8 Part payment:**

Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges will be applied to any unpaid balance of Fees.

**9.9 Appropriation:**

The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of the Parents.

**9.10 Instalment arrangements:**

An agreement by the School to accept payment of current and/or past and/or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

**9.11 Composition schemes:**

An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be subject of a separate agreement.

**9.12 Fee increases:**

Fees are reviewed annually and are subject to increase from time to time.

**9.13 Information about Fees:**

The Parent's consent to the School making credit check enquiries and approaching the Pupil's previous Schools for confirmation that all sums due and owing to such Schools have been paid. The Parents also consent to the School informing any other School or educational establishment to which the Pupil is to be transferred if any Fees of the School are unpaid.

**9.14 Money laundering:**

The School may need to obtain satisfactory evidence such as sight of a passport of the identity of a person who is paying Fees.

**10 Events beyond the control of the parties****10.1 Force majeure:**

An event beyond the reasonable control of the parties to this agreement is 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.

**10.2 Notification:**

If either party to this contract is, prevented from or delayed in carrying out its obligation under this contract 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.

**10.3 Continued force majeure:**

If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 above shall notify the other of the steps to be taken to ensure performance of this agreement.

**10.4 Termination:**

If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 10.3 may terminate this agreement by providing at least three working days' notice in writing to the other party.

## **11 General contractual matters**

### **11.1 Term Times**

School operates a three term i.e. autumn, spring and summer programme. Term dates and closures are included on the General Information of the School website. Both School and Nursery have an extended day provision opening at 8a.m. and closing at 6 p.m. for forty-eight weeks of the year. School and nursery close on all Bank Holidays, for the first two weeks of August and over the Christmas period. (See website for exact dates).

### **11.2 Nursery Sessions**

A minimum of two full days is required whilst attending under two years of age and a minimum of four sessions at three years of age. Attending other settings whilst at Orchard Nursery is not recommended. All meals and snacks are part of our holistic approach to the EYFS and are included in the fees.

### **11.3 Staff**

Staff are not permitted to enter into private arrangements with any parents of Orchard children without the prior written permission of the Headmistress. The Parent hereby acknowledges and agrees that Orchard School shall have no liability whatsoever in any private arrangements with a member of its staff.

### **11.4 Data protection:**

By signing the Application Form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and so far as they are able on behalf of the Pupil authorise the School to process the personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the School.

### **11.5 Change:**

The School, as any others, are likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, in the premises and sites, 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 for the School 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 agreement may be freely assigned to another party at the discretion of the School.

### **11.6 Consumer protection:**

Care has been taken to use plain language in these terms and conditions and to explain its provision. If any words alone or in combination infringe the Unfair Terms in Consumer Contracts Regulations 1999 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.

### **11.7 Consultation:**

It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that the Parents will be consulted and where possible give at least a Term's notice in writing of:

11.7.1 a change of policy; or

11.7.2 a change in any physical aspect of the School which would have a significant effect on the Pupils education or pastoral care.

### **11.8 Representations:**

The School's prospectus and website describe the broad principles on which the School is operated and gives an indication of its history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the School. If the Parents wish to place specific reliance on a matter contained in the prospectus, website or a statement made by a member of staff or a Pupil during the course of a visit to the School or during a meeting relating to an application for a place should seek written confirmation of that matter before entering into this agreement.

### **11.9 Third party rights:**

Only the School and the Parents are parties to this agreement. Neither the Pupil nor any third party is a party to it. No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

**11.10 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 not otherwise part of the terms and conditions.

**11.11 Jurisdiction:**

This agreement was made at the School and 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.