

# PARENTS' AGREEMENT

## Terms and Conditions

Please read this document carefully, before signing and returning the slip at the bottom.

The following document is a brief overview of some of our key policies. Our Policies and Procedures are subject to review and are available for you to look at and refer to at any time. By signing this document you agree to not only these terms, but all future versions. Please ask a member of staff for further details.

### **Managing Change**

Every long-term contract must contain reasonable provisions for change. This School, as any other, is likely to undergo a number of changes during the time a child is a Pupil here: for example, there may be changes in the staff, and in the premises and facilities and their use, in the curriculum and the size and composition of classes, and in the School Rules and Regulations and disciplinary framework and the length of school terms. Fee levels will be reviewed each year and there will be increases from time to time. Whenever practicable, however, Parents will be given a term's notice of a change of policy which would have a significant effect on their child's education or pastoral care.

### **Documents Referred to**

Parents and Pupils have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions before they accept the offer of a place. Those documents, together with these Terms and Conditions, may undergo reasonable change from time to time, as circumstances require, so as to ensure that the School, its culture, ethos and resources are properly managed, and so as to promote good order and discipline throughout our school community, and to ensure compliance with the law.

### **Definitions**

- “we or the “School” means Norman Court School (Company Number 8514712)
- “terms and conditions” means the terms and conditions of admission contained within this document and referred to in the registration card, as amended from time to time
- “registration form” means the registration form provided by the School to which parents agree when accepting a place at the School for their child
- “you” or the “parents” means each person who has signed the registration card as parent or guardian of a child or who with the School’s written consent has subsequently assumed parental responsibility for the pupil
- “child” means a child of whatever age admitted by the School to be educated
- “deposit” means the sum set out in the Schedule of Fees
- “fees” means the sum set out in the Schedule of Fees as amended from time to time
- “Head” means the person appointed by the Trustees to be responsible for the day to day management of the School and includes those to whom the duties of the Head have been delegated
- “Schools rules” means the code of conduct and customs, copies of which are the child’s classroom and in their school planner.
- “term” means the periods when the School is in session notified to parents via the website

## **Registration and Admission**

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 Registration Fee paid. Admission will be subject to the availability of a place and the Pupil's satisfying the admission requirements at the time. A deposit will be required to secure your child's place.

Note: "Admission" occurs when Parents accept the offer of a place. "Entry" is the date when the Pupil attends the School for the first time under this contract.

## **Health and Safety Policy**

Norman Court School puts the Health and Safety of the children first at all times. All possible efforts are made to ensure that the school is a safe and healthy learning and working environment. There are many ways that we try to do this for example the staff have high standards of personal hygiene and practice, in particular hand washing, and maintaining a clean environment. Fire drills are held at regular intervals following the procedures posted on the notice boards. Members of staff have Paediatric First Aid training and this is regularly updated. An Accident book is kept in which details of accidents on premises are recorded. We expect you, as parents, to notify us of any medical or other condition affecting your child and to provide us with emergency contact numbers. If necessary we will provide your child with a 'Health Care Plan'. We realise that all children have minor illnesses that do not prevent them from attending school but we do also realise that all children are vulnerable and can contract illnesses from each other. If your child is ill and you are unsure whether he/she should be brought to school or not please call or see our Health Protection Agency Posters for more information.

In signing this Agreement you are consenting to your child receiving First Aid at school and/or to be treated by a doctor should an emergency arise. Every effort will be made to contact parents before such action is taken.

Norman Court School and its representatives cannot be held liable for accidents arising outside the school premises during dropping off or collection time. Your child is handed over on entry/exit; it is therefore your responsibility to care for your child's safety from that point.

## **The School's Care and Education of Your Child**

### **Physical contact**

You consent to your child receiving such physical contact as may be lawful, appropriate and proper for teaching and to provide comfort in distress or to maintain good order.

### **Health problems**

It is a condition of your child joining the School that you complete and submit to the School a medical questionnaire in respect of your child, together with your consent for the School to dispense appropriate medication. You undertake to inform the School of any health or medical condition or allergy that your child has or subsequently develops, whether long-term or short term, including any infections.

You undertake to inform the School of any specific educational difficulties that your child has or subsequently develops whether long-term or short-term, and to provide copies of any report from an Educational Psychologist or similar.

## **Medication Policy**

Children may receive prescribed medicines at the school, administered by members of staff. Details must be given and recorded in the Medicine Record book.

If it is an 'on-going' prescription medication such as an inhaler to control asthma, a 'Health Care Plan' should be completed by the child's form teacher, alongside parents.

Medicines are stored in their original containers, clearly labelled (prescription label) and inaccessible to children. Medicines are not administered unless a doctor has prescribed them for that child. The parent gives prior written permission to administer any medication \*(this is a mandatory requirement). Written records are kept of all medicines administered to children and parents sign the record book to acknowledge the entry.

If the administration of prescription medicines requires technical/medical knowledge then individual training is provided for staff from a qualified health professional. Training is specific to the individual child concerned.

We are unable to administer non-prescription medicine. An exception to this is that if a child has a temperature (above 37.5) Calpol can be administered (a consent form is included in the Admissions pack when a child starts). This permission must be given. Additionally, before it is administered parents must give verbal permission again over the phone and the child has to be collected ASAP (within 2 hours.)

## **Court orders**

The Head must be notified in writing immediately of any court orders in relation to your child. A parent may be excluded from School premises if the Head acting properly considers such exclusion to be in the best interests of a child or the School.

## **Absence**

The Head, through the child's tutor, must be informed in writing of the reason for any absence from School by your child. Wherever possible prior consent should be sought for absence from the School. Where this prior consent has not been obtained we should be informed by telephone before 9.00am on the day of a pupil's absence. If your child leaves the School during the school day you are required to report to the School Office to "sign out" and, if returning during the same day, to "sign in" on his or her return.

## **Equal Opportunities**

Norman Court School respects and actively promotes the right of all individuals to develop to their full potential irrespective of their ethnic origin, cultural background, religion, linguistic background, life experience or disability. Through our Equal Opportunities policy we aim to value difference and diversity and benefit from them.

Norman Court School is committed to providing equality of opportunity for all children and families and will take positive action to eliminate discrimination in all areas of their work. The school works in accordance with all relevant legislation, directed by the Independent School Regulations.

## Collection of your Child

The school requires notice of any change of person collecting a child. This applies to regular arrangements such as a new child-minder or the one off occasion of a friend or neighbour coming to collect a child. Please inform the office. If an unexpected person arrives the child will not be released until permission has been obtained or the parent arrives.

## Procedure for Parent/Carer Failing to Collect Child

The child will be kept supervised. Parents will be contacted using available telephone numbers. If contact is unsuccessful the specified third party will be contacted. If a person not known to us arrives to collect the child, the child will not be handed over until a parent can give us a password, if necessary by telephone. The person must produce photo ID and the password.

This procedure applies even if the person is very well known to the child. The incident will be recorded.

The person collecting the child **MUST** be over 16 years of age.

If all above attempts fail and an hour passes with no explanation, Norman Court School will contact the Local Safeguarding Children's Board.

## Late Collection

To ensure that we comply with staffing ratios and our insurance policy we need parents to pick up their children promptly at the end of each day. If a child remains uncollected, a member of staff will remain with the child at all times. Please note that our 'late collection policy' states that *'A fee will be charged if parents are late in collecting their children. We will use our discretion for genuine reasons but for all other reasons late pick-ups will incur a fee of £1 per minute, with a minimum charge of £5.'*

The 'late collection fee' is so that Norman Court can pay staff members to stay with your child as per our procedure for Parent/Carer failing to collect child.

In the event of an unavoidable delay we ask parents to contact the school as soon as possible.

## Securing and School Fees

**Items covered:** Fees cover the School's normal curriculum together with most books and paper stationery. The fee is an annual charge payable in three equal instalments at the start of each term. Other items, such as trips and visits in which you agree your child may participate, and certain other extra-curricular activities may be charged as extras. In particular, public examination fees and any additional costs, which we might incur in providing for the special educational needs of a pupil, will be charged as extras.

**By whom payable:** The liability to pay fees and any extras is the joint and several liability of each person who has signed the registration of admission of pupil card or any other person who has with our consent accepted responsibility for the payment of fees in respect of your child.

**When payable:** Each invoice must be paid in full on or before the first day of term; or

**Recovery of unpaid fees:** If paying termly, fees are due in full on the 1<sup>st</sup> day of the school term. If paying monthly, fees are due in full on the 1<sup>st</sup> day of the month.

Should the fees not be paid by the date that they are due a late payment penalty of £100 per week will be incurred.

**Review of fees:** We have the right to review the fees for a term by giving you notice in writing at any time up to the last day of the preceding term. It is normal practice, however, to give one full term's notice of alteration to the fees.

**Refund of fees:** Fees and prepaid extras will not be remitted for absence through sickness or any other cause. In particular fees and prepaid extras will not be remitted if for any reason a term is shortened or a vacation extended. Your child may be given the option of study leave at home immediately before and during public examinations or "mock" examinations, and of staying at home following those examinations, and no rebate of fees will be made in respect of such periods spent at home.

When fees have been prepaid annually a pro rata refund will be made in the event of a pupil leaving the School, on condition that the required notice has been given in writing to the School.

**Exclusion for Non-Payment:** The right is reserved to exclude a pupil while fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to a Trustees' Review will not normally arise. A pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion.

### **Events Requiring Notice in Writing**

You must give a full terms notice in writing (the receipt of which is confirmed by us to make this effective) or payment in lieu in the following cases:

- i) withdrawal of your child other than at the end of Year 6; and
- ii) discontinuance of an extra.

It should be noted that individual music tuition is given by peripatetic music teachers, with parents contracting with the visiting teacher. The School is not involved in this contract.

## **Curriculum and the School Community**

It is our policy to educate each child through a broad and balanced curriculum. We reserve the right to make changes to any aspects of the School including the curriculum if we feel that it is necessary or right to do so. Where practicable, we shall give parents a term's notice of significant changes in policy likely to materially affect the School community.

Examples of these changes might be related to setting procedures, uniform, transport or the canteen.

### **Progress reports and Special Educational Needs**

We shall monitor your child's progress at School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific learning difficulties. A formal assessment can be arranged either by you or the School at your expense. We would be prepared to support any advice given as far as possible but you may be asked to withdraw your child without being charged fees in lieu of notice if, in the opinion of the Head, adequate provision cannot be made for your child's special educational needs. The deposit would be refunded in these circumstances.

## **School Rules and Discipline**

It is a condition of remaining at the School that your child complies with its rules, code of practice and customs as amended from time to time. In particular you undertake to ensure that your child attends School punctually and regularly throughout each term and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.

### **Removal or Suspension of a Child**

The Head may in his or her absolute discretion require you to remove or may temporarily or permanently exclude your child from the School if he or she considers that your child's attendance, progress or behaviour is seriously unsatisfactory, persistent and continues despite formal warnings.

The Head may in his or her absolute discretion require you to remove or may temporarily or permanently exclude your child from the School if his or her behaviour off the school premises and in or out of term time be such that, in his or her opinion, it brings the School into disrepute.

The Head may in his or her absolute discretion require you to remove or may temporarily or permanently exclude your child from the School if the behaviour of the parents, or of either parent, or of the guardian, is unreasonable and, in the opinion of the Head, affects or is likely to affect adversely the child's or other children's progress at the School.

Should the Head exercise his or her right under the statements above, you shall not be entitled to any refund or remission of fees or extras paid or due, unless these have been prepaid in respect of future terms. The deposit will be forfeited but fees in lieu of notice will not be charged.

Offences likely to be punishable by temporary or permanent exclusion include, but are not limited to, involvement in the use or possession of illegal substances, assault, vandalism, bullying and persistent infringement of the School's rules or non-acceptance of its code of practice and customs.

In the event of a permanent exclusion parents or guardians may within 14 days of notice of this exclusion being sent to the parents apply in writing to the Principal for a review of the decision to be made.

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 expulsion or required removal. The School would not terminate the contract without good cause and full consultation with parents and the pupil (where appropriate), and would offer the parents a Trustees' Review of a decision to terminate.

### **Staff**

In signing this Agreement parents agree not to approach the staff directly or indirectly for any contact details and private booking/employment. The Company asks for a nominal introduction fee for consensual full time or part time employment of a staff member, should this situation arise. The fee will be £1000.00 to release a member of staff.

### **Complaints and Bullying**

If you have cause for concern as to a matter of safety, care, discipline or progress of your child we should be informed without delay. In relation to alleged bullying it is vital that the school be informed promptly in order to address the situation. Details of our anti-bullying policy are available on request from the school office.

Details of complaints procedures can be found in the School's Complaints Policy. A copy of this is available from the School Office on request.

## General

**Insurances:** You must make your own insurance arrangements if you require cover for your child's property, including money, while at school. Pupils should not normally bring unreasonably large amounts of cash to school. If, under exceptional circumstances, this is necessary the monies should be deposited with a member of the senior management who will receipt the amount and return it at the end of the school day.

**Confidentiality and references:** You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his or her ability, aptitude for certain courses and character is fair, but cannot be liable for any loss your child is alleged to have suffered resulting from a reference or report given by us.

You agree to inform us of any applications made by or on behalf of your child to any other school or educational establishment.

**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 Office requesting an acknowledgement of their letter.

**Consumer protection:** If any part of these items and conditions infringe the Unfair Terms in Consumer Contracts Regulations 1994 or any other legal provision they shall be treated as severable and shall be replaced with words which give as near as may be fair to the original meaning.

**Change of address:** You undertake to notify the School of any change of address. Communications (including notices) shall be sent by the School to your address in the records.

**Interpretation:** Headings and sub-headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

**Proper law and forum:** The contract between you and the School (or which these terms and conditions form part) is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

## Variations

These terms and conditions may be varied from time to time by the School giving you notice in writing of the variations.

Please sign below, cut off and return this slip to the school office. This slip will be kept in your child's file.

*Updated January 2015*

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To: **Norman Court School**

I/We have understood the Parent's Agreement and agree to the terms and conditions as stated.

Child's Name:	Date:
Print Name:	Signed:

***Please sign and return to the school office***