

# Springmead School

## Terms and Conditions

- The School:** Springmead School is an independent school for boys and girls from the age of 2 to 11. The school is constituted as a limited company without charitable status. The Principals are responsible for all aspects of the school and delegate certain duties to members of the staff.
- Admission:** Admission will be at the discretion of the Principals following a satisfactory interview with the parents and the child. Priority may be given to: siblings; children whose parents are intending them to attend our school from nursery through to the preparatory school; families who will fully and enthusiastically contribute to the wider life of the school; and children whose parents support our School Travel Plan by attending by sustainable means of transport. The Commencement Pack provides further details of the School Travel Plan. We do not discriminate on grounds of sex, race or religion. At present, we have limited facilities only for children who have a disability or special educational needs.
- Offer of a Place:** A legally binding contract is made on the basis of these Terms and Conditions of Admission when we offer you a place for your child and you accept that offer. It is a condition of acceptance that you pay an Acceptance Deposit (see fee sheet). This is a part prepayment of the first term's fees which will be credited to the account without interest for the first term of main school (Reception to Year 6). Should the child, for whatever reason, not start the main school then the deposit is retained by the school. **Offer of a place in the nursery only:** The Principals can make an offer that is for a place in nursery and not main school; the type of offer will be clearly indicated in the offer letter. The Acceptance Deposit for Nursery only is a part prepayment of the first term's fees which will be credited to the account without interest for the first term of Nursery. Should the child, for whatever reason, not start the Nursery then the deposit is retained by the school.
- Cancellation:** A term's written notice must actually be received by the Principals if you wish to cancel a place that you have accepted. If you cancel your acceptance less than a term before the entry date or your child does not join the school after the place has been accepted and not cancelled, a term's fees will be payable and the deposit will be credited to the account. If you cancel acceptance with more than a full term's notice before entry you will not be required to pay a term's fees but the deposit will be retained by the School. Cases of serious illness or genuine hardship may receive special consideration on written request.
- Withdrawal:** A term's written notice must be actually received by the Principals before a child is withdrawn from the school or a term's fees in lieu of notice will become due and payable as a debt. No other notice is valid.
- Education and Welfare:** We will do all that is reasonable to safeguard and promote your child's welfare, education and pastoral care. We will respect your child's human rights and freedoms balanced with the needs and rules of our school community and the rights and freedoms of others.
- Parents:** We expect you as parents to support and uphold the good name and reputation of the school and the lawful authority of the Principals and the staff and to ensure that your child attends school, wears school uniform and behaves in an appropriate way in accordance with the school rules having regard to his/her age.
- Your Child:** Integrity, manners and good discipline are fundamental to our ethos. Children are expected to take a full part in the activities of the school, to attend on each school day, to be punctual,

to respond to instruction, to work hard and to be well behaved. Valuable property should not be brought into school. Your child's property must be clearly marked to identify its owner.

9. **School discipline:** Positive behaviour management techniques will be used in accordance with our Behaviour and Discipline Policy. In some circumstances appropriate, lawful sanctions may be applied in line with the Behaviour and Discipline Policy.
10. **Disclosures:** We need to be told in confidence about any known medical condition, health problem or allergy affecting your child. We also need to be told of any family circumstances or Court Order that may affect your child while in our care.
11. **Fees:** 'Fees' means all sums due and owing to the school at any time and must be paid promptly (including fees in lieu of notice if incurred) termly in advance, by the first day of term. Extras and the cost of repairing or replacing property which has been wilfully damaged are also payable on delivery of an invoice. Fees are payable by the parents individually and jointly and by any third party who has agreed to make or assist with payment. The child may be excluded from the school at any time when fees are unpaid. The right is reserved to charge interest at 1.5% per month on unpaid fees. No remission of fees will be made for absence due to sickness or any other cause except at the sole discretion of the Principals.  
**Children in receipt of Nursery Education Funding (N.E.F.):** The school charges fees in excess of Nursery Education Funding. This pays for the additional services we provide beyond the basic entitlement such as subject specialist teachers, swimming, lunch and transport.
12. **Fee increases:** Fees are subject to reasonable increases from time to time (normally once per year) with a term's notice.
13. **Removal:** The Principals have the right to ask you to remove your child from the school if, in their opinion, it is necessary in the interests of either the child or the school. No remission of fees will be granted for the remainder of a term during which a child has been suspended or removed from the school for disciplinary reasons. Before making a final decision to ask you to remove your child on a permanent basis the Principals will discuss the situation with you and will consider carefully any representations you wish to make. It may be necessary for your child to be removed on a temporary basis while these discussions are concluded.  
**Review:** You may ask for a review of a decision to require removal of your child. **The request must be made as soon as possible and in any event within seven days of the decision being notified to you.** The Review will be carried out by a panel appointed by the School. You will be entitled to know names of the people who make up the Review Panel.  
**Review Procedure:** The Principals will advise you of the procedure (current at that time) under which such a review will be conducted by a panel of up to three people. If you request a Review, your child will be suspended from School until the decision to require removal is set aside or confirmed. While suspended, the child shall remain away from School and will have no right to enter school premises during that time without written permission from the Principals. The Review Panel will make recommendations to the Principals and the Principals will make the final decision taking those recommendations into account.
14. **Special Precautions:** Any circumstances giving rise to the need for special precautions to be taken for the protection of your child must be notified immediately in writing to the Principals and by a personal visit in case of emergency.
15. **Emergency Treatment:** It is a condition of your child's attendance that the Principals have full authority to give consent, if you cannot be contacted in time, to the carrying out of any emergency medical treatments or procedures which are certified by a medical practitioner to be necessary for your child's safety.

16. **Educational Visits:** A variety of educational visits will be offered to your child while a pupil at Springmead School. The cost of educational visits/trips is charged as an extra and added to the bill. **Parents' prior consent will be sought on an educational visit costing more than £30.** Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The Pupil is subject to school discipline in all respects whilst engaged on educational visits. All additional costs of 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.
17. **Confidential Information:** It is a condition of your child's attendance that we may disclose on a 'need-to-know' basis within or outside the school any confidential information or circumstances which may have a bearing on your child's health, safety and welfare.
18. **Learning Difficulties:** The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff are not, however, qualified to make a medical diagnosis of learning difficulties.
19. **Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that a pupil has a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.
20. **Information about Learning Difficulties:** Parents must notify the Principals in writing if they are aware or suspect that a pupil (or anyone in his/her immediate family) has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the Pupil, without being charged fees in lieu of notice if, in the professional judgement of the Principals and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide adequately for a pupil's special educational needs. Remedial teaching provided by the School will be charged as an extra.
21. **Concerns/Complaints:** The Principals must be informed immediately and in writing of any concern or complaint which has not been resolved informally to your satisfaction respecting the progress or care of your child. Our complaints procedure is available on request and on the school website [www.springmead.com](http://www.springmead.com).
22. **Liability and Insurance:** Unless we have been negligent, we do not accept responsibility for personal injury, loss or damage to property from any cause. Parents are responsible for arranging insurance cover for the belongings of their children. Nothing in these conditions affects your statutory rights.
23. **Prospectus:** The school prospectus is not apart of the contract between the school and parents. Although we believe its contents to have been correct at the time when it was printed, parents must seek written confirmation from the Principals of any matter on which they wish to place specific reliance before entering this contract.
24. **Transport:** It is a requirement of the school's planning consent that parents / guardians do not use Church Hill, Church Road and Castle Corner for vehicular access when dropping off or collecting their children. Failure to comply with this request could lead to the termination of this contract.
25. **Managing Change:** Every successful school must initiate and respond to change. Many aspects of the school may change during the time your child is a pupil here and we reserve the right to make lawful and reasonable changes. These Conditions of Admission will be brought up to date from time to time to take account of changes which have happened or which may occur in the future.

26. **School Policies:** *The school has a comprehensive range of policies that are available on request from the Principals. These can be supplied in large type if required. The list of school policies can be seen on the school website [www.springmead.com](http://www.springmead.com), with the following policies available to download: Admissions; Behaviour and Discipline; Child Protection; Complaints; English as an Additional Language; and Special Educational Needs.*
27. **Photographs:** *We like to include photographs or images of pupils in the School's promotional material such as the prospectus, website, press releases and videoed pupil performances. We would not disclose the home address of your child. If you do not want your child's photograph or image to appear in any of the School's promotional material please write to us explaining this and also make sure that your child knows your wishes.*
28. **Distribution list:** *To aid support and communication between yourself/yourselfs and the other families within your child's class, the school produces a class distribution list that will include your name(s), address and home phone number along with the contact details of the other families in the class. If you do not want to share your contact details in this way please write to us explaining your wishes.*
29. **General provisions:** *No act of forbearance or non-enforcement will waive the school's contractual rights. The Proper law of this Contract and the forum for resolving disputes shall be England.*

25<sup>th</sup> January 2010

**Springmead Preparatory School and Nursery**  
**Castle Corner, Beckington, Somerset, BA11 6TA, tel: 01373 831555**  
**web: [www.springmead.com](http://www.springmead.com), email: [info@springmead.com](mailto:info@springmead.com)**