

Terms and Conditions

Nursery

Whole Day Place*



*A copy of this is published in the following forms:
Document sent to all parents on acceptance
The school's internet website
The school's intranet*

Last updated by: November 2016

1. Definitions

(a) In these terms and conditions

"Acceptance Form" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"child" means a child of whatever age admitted by the School to be educated;

"the Complaints Procedure" is the School's procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School;

"additional charges" means the charges made to cover the costs for services provided that are extra to those required and covered by the Early Years Funding scheme;

"Head" means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

"term" means a term of the School as notified to parents from time to time;

"terms and conditions" means these terms and conditions as amended from time to time;

"we" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires;

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or a person who, with the School's written consent, replaces a person who has signed the Acceptance Form.

"Whole Day Place" means a place offered in the Nursery for pupils attending from 8.40am up to 3.30pm daily.

(b) The Acceptance Form, the Schedule of Fees, the Code of Conduct, the Complaints Procedure and these Terms and Conditions constitute the terms of a contract between you and Truro School. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance of a Whole Day Place in the Nursery

- (a) An offer of a Whole Day Place for your child in the Nursery at the School is accepted by completion of the acceptance form.
- (b) The offer of any place into the Nursery (pupils aged 3 to 4 years) does not constitute an offer of a place into Prep School at age 4, but does give priority for a place, with places offered during the Nursery year.

3. Additional Charges

- (a) All the costs incurred in the usual course of the education by the School of your child for those hours not funded by the Early Years Funding scheme, shall be met by the additional charges unless otherwise notified by the School. These hours are specifically from 8.40am to 12.30pm for those parents claiming the free hours (12.30pm – 3.30pm) funded by the Local Authority, and from 8.40am to 3.30pm for those parents who decide not to claim the free hours funded by the Local Authority.
- (b) The persons who have signed the Acceptance Form remain liable to the School for the additional charges due, unless the School has agreed in writing to look exclusively to any other person for payment of these.
- (c) Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained the prior written consent of both the School and the remaining parent.
- (d) All additional charges shall be payable on or before the first day of each term, in advance.

Any additional charges that arise during the term that are not anticipated at the start of each term (e.g. for Tea Club attendance) shall be invoiced after the end of each term and will be shown on the following term's invoice and are payable in full, on the first day of the following term.

An administration charge of 1.5% of the payment value is payable for all credit card payments.

Any 'unpaid' cheques will incur an administration fee of £25.

The School accepts childcare vouchers, issued under the Government's childcare voucher scheme, from the majority of childcare voucher providers. Vouchers may only be received by the School for additional charges invoiced.

If childcare vouchers are not being used in full or in part for payment, parents may elect to pay additional charges by direct debit either:

- i) Termly by three instalments payable on the first day of each term, in advance
 - ii) Monthly (in advance) by twelve instalments starting on 1 August and thereafter at monthly intervals with a final instalment on 1 July in the following year.
- (e) We reserve the right to refuse to allow your child to attend the School while additional charges remain unpaid.
 - (f) Payment of additional charges must be made through an English bank.
 - (g) The School aims to give reasonable notice of increases in the cost of the additional charges, but reserves the right to increase these at shorter notice if this is unavoidable.

(h) The School shall be entitled to charge interest on overdue accounts at a rate of 1.5% compound per month. This interest charge is without prejudice to the School's right to withdraw a place from, or to refuse admission to, a pupil whose fees are not paid by the first day of term.

Data Protection: in accordance with the requirements of the Data Protection Act, notice is hereby given that names, addresses and contact details of former pupils may be published in TSA and School newsletters and publications unless instructions are received otherwise.

4. Notice Requirements

(a) If you wish to withdraw your child from the Nursery you are asked to give the School notice in writing at the earliest opportunity prior to your child's last day.

(b) Places for the School's Reception year group (for pupils aged 4 on September 1st) will be offered in the Spring Term of the Nursery year, with priority given to parents of pupils already attending the Nursery. Places can only be guaranteed for those parents who return the Acceptance Forms with the Guarantee fee of £500 by the deadline set by the school.

5. Disciplinary Procedures

(a) The Head may require the withdrawal at any time of a pupil whose conduct or effort is in the Head's opinion unsatisfactory (where the Head judges that a pupil's conduct damages good order or breaks the School Rules, or brings the name of the school into disrepute, on or off school premises and in or out of school hours), or if she considers that such withdrawal is in the best interests of the pupil or of the school, or when a parent's behaviour in relation to the school, the Head or the staff is unreasonable.

(b) The review of serious disciplinary matters is governed by the Parents' Complaints Procedure.

6. The School's Obligations

(a) Subject to these Terms and Conditions, the School undertakes to accept your child as a pupil of the School for the duration of the Nursery year.

(b) While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.

(c) We undertake not to subject your child to corporal punishment.

(d) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic, blood transfusion or operation) recommended by a doctor.

(e) The School prospectus and other published information are produced in good faith as a portrait of the School. Such material does not form part of the contract between parents and the school. From time to time it may be necessary to make changes to any aspects of the School, including the curriculum, and we reserve the right to do so. However, we will give parents notice of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.

(f) We shall monitor your child's progress at the School and provide regular feedback. We shall advise you if we have any concern about your child's progress

7. Parent's Obligations

(a) Parents and pupils are required to assist the Head at all times in her duty of care for the safety and welfare of all pupils - as laid down by the school in its safety policies and rules.

(b) If any court orders, or home situations that put the pupil at risk, arise during the course of the pupil's membership of the school, parents are required to notify the Head. You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.

(c) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.

(d) Parents give consent to lawful and appropriate physical contact in the course of teaching, providing comfort in distress, or medical care, or in the interests of safety and good order.

(e) In order that the School fulfils its obligations, it needs the co-operation of parents, in particular by: fulfilling your own obligations under these Terms and Conditions; encouraging your child in his or her education, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.

(f) The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of both such persons. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to both of them.

(g) Parents undertake to keep the School informed about absences due to illness or other problem. Requests for absence for reasons other than illness should be made in writing to the Head.

(h) We cannot accept any responsibility for the welfare of your child while off the School premises unless she/he is taking part in a school activity or otherwise under the supervision of a member of the School staff.

(i) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.

(j) Parents give consent to the use of photographs of their children in publications (including electronic media) that record school news or promote the school. In the case of electronic media the School will try to avoid identification by name of pupils that appear in pictures.

(k) Parents give consent to the use of their child's information for the purposes of reporting assessment data to either the Local Authority or other government departments. The school will not place individual pupils' assessment information in the public domain.

8. Insurance

(a) You must make your own insurance arrangements if you require cover for your child's person or property while at School. Your child is included in a personal accident insurance scheme, the charge for which is included in the Fees. Full policy details are available on the School's website. It is a parental responsibility to check the level of cover provided in the personal accident insurance and make your own insurance arrangements for additional cover if that is your wish.

(b) No employee of the School is qualified to give financial advice to parents, or to recommend insurance, financial or other schemes, relating to fees and pupil welfare. Parents should seek independent advice prior to making any decision on such matters.

9. Personal Property

(a) The School cannot accept responsibility for damage or loss of personal effects. It is a parental responsibility to insure against all forms of damage or loss while the pupil is at school, on the journey to and from school, and during off-site activities organised by the school, even when items are left "in the safe-keeping" of members of staff.

(b) The security and safe use of all personal property is the responsibility of the pupil. All property must be clearly marked with the owner's name.

10. Confidentiality and References

(a) The school will do all it can to respect the confidentiality of pupils and their families. Parents consent to the School holding confidential information about a pupil of any age whilst he or she is at the School and after he or she has left if such information is required for the welfare and safety of that or any other pupil in the school, for providing references or for communications between the pupil and the Former Pupils' Association.

(b) Communication with other schools: parents consent to the passing on of information about a pupil between Truro Prep School and any other school that the pupil currently attends, or proposes to attend.

(c) In the case of references provided by the school to educational institutions, and other agencies, we will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given or correct statements of fact contained in any reference or report given by us.

11. Guardianship

If parents go away during term-time and leave their child under the care of friends or relatives, the school must be informed in writing stating clearly who is taking care of the child, the dates of the arrangement along with relevant contact details for emergencies.

12. Changes in Ownership etc

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform and consult with all parents in relation to such changes.

13. Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

14. Interpretation

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

15. Jurisdiction and Governing Law

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

16. Variations

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

17. School Policy Documents

All school policies are available for inspection by parents on request: please email Head's Secretary prepenquiries@truroschool.com with any request.

In addition, some of the most important policies can be found on the school internet site: <http://www.truroschool.com/school/info/policies.asp>

These are as follows:

- Anti-Bullying
- Anti-Racism
- Safe-guarding and Child Protection
- Parental Complaints Procedure
- Terms & Conditions of Acceptance

Also available on the website are:

- Shared Values for Methodist Education (our mission statement)
- Admissions Procedures
- Curriculum Statements

Further information and guidance about the routines of the school can be found in the Class Handbook (received by all new pupils when they enter the school).

Truro School is a Registered Charity No 306576