

# Widford Lodge

## PREPARATORY SCHOOL



# Parent Agreement

Reviewed and ratified by staff and Proprietor: May 2019  
Review date: May 2020

**The Parents' attention is drawn in particular to clauses 3.2, 3.3, 5.12 and the entirety of clause 9 (inclusive)**

## **1 Terminology**

- 1.1 **The School or We or Us:** means Widford Lodge School Limited trading as Widford Lodge Preparatory School as now or in the future constituted (and any successor).
- 1.2 **The School Headteacher:** the person who is Headteacher of the School and that expression includes those to whom any duties of the School Headteacher have been delegated.
- 1.3 **School Premises:** means the premises from which the School operates.
- 1.4 **The Parents or You:** means any person who has signed this agreement. If there is more than one Parent as more than one individual has signed this agreement as "parent", they shall be legally responsible, jointly and severally, for the obligations of the Parents under this agreement.
- 1.5 **Parental Responsibility:** 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.
- 1.6 **The Child:** is the child named at the end of this agreement.

## **2 The School**

- 2.1 **Our aims:** The School aims to educate its pupils through a broad and balanced curriculum so that they can meet the challenges of the wider world. Children of all abilities are educated in a purposeful, safe and secure environment where emphasis is placed on the traditional values of honesty, courtesy and respect of self and others.

## **3 Entry to the School**

- 3.1 Both admission and entry to the School will be subject to the availability of a place at the School.
- 3.2 To apply for a place for your Child at the School, the Parents must return the School's Admission Registration Form and pay the non-refundable registration fee. The amount of the non-refundable registration fee is as stated on the Admission Registration Form. The Admission Registration Form should be sent to Admissions at the School. The return of the Admission Registration Form and the payment of the registration fee does not guarantee the Child a place at or admission to the School.
- 3.3 **Admission:** Admission of the Child to the School occurs when the Parents:
- 3.3.1 accept the offer made by the School in writing of a place for the Child at the School in writing; and

- 3.3.2 pay the non-refundable confirmation fee, which will be the amount communicated to the Parents by the School; and
- 3.3.3 pay a term's Fee in advance by the date notified to the Parents by the School.
- 3.4 **Entry:** Entry to the School is the date when the Child attends the School for the first time.
- 3.5 **Change:** Acceptance of a place at the School is on the basis that reasonable changes may be made from time to time to this agreement, to the level of Fees or to the curriculum or to the structure and composition of classes or to the length of the School day. Notice of any significant change will be given as soon as practicable.

#### **4 Fees**

- 4.1 **Fees:** In this agreement, Fees means the termly charge set by the School for the provision of education to the Child by the School and attendance by the Child at the School. Parents will be informed of any extra costs such as day trips or external activities, which parents are responsible for paying in advance of the activity taking place. The School may charge and raise an invoice to the Parents for:
  - 4.1.1 books or other School property not returned by the Child or the Parents; and/or
  - 4.1.2 School property, including but not limited to School buildings, destroyed or damaged by the Child or the Parents.
- 4.2 **Payment of Fees:** Fees are reviewed annually. You will be given notice of any variation in fees, not later than the last day of the preceding term. The Parents agree 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 term to which they relate.
- 4.3 **Third party arrangements:** An agreement entered into by the Parents with a third party (such as 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 the terms and conditions contained in this agreement, unless an express release has been given in writing, signed by the School Headteacher. The School reserves the right to refuse a payment from a third party.
- 4.4 **Refund or waiver:** Any waiver of the terms and conditions contained in this agreement is only effective if given in writing by or on behalf of the School Headteacher. Fees will not be refunded or waived for absence through sickness or any other reason. This rule is necessary so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other parents. No compensation will be paid or refund given if a School session or services are cancelled due to any reason beyond the control of the School, such as technical problems or weather conditions. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be

responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances, the School will endeavour to provide alternative educational activities where possible.

- 4.5 If the School is prevented from performance of all of its obligations as a result of an event for a continuous period greater than six months, the School shall notify you of the steps it plans to take to ensure performance of the agreement after such period and you shall then, following receipt of such notice, be entitled to end the agreement on written notice and without giving a term's notice or paying fees in lieu of notice.
- 4.6 **Late payment:** 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 2% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default and is protecting the legitimate interest of being paid Fees which assist in the day to day administration of education by the School. Parents will be liable either individually or joint and severally (as the case may be) to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid Fees regardless of the value of the claim the School may have.
- 4.7 **Exclusion for non-payment:** The Child may be excluded from the School on three days written notice when fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion. A terms fees will be due in lieu of notice in addition to the outstanding fees.
- 4.8 **Payment details:** payments due to the School by Parents under this agreement or from time to time due to the School by Parents must be made to the School paid by BACS to Widford Lodge School Ltd, Account number: 89355040, Sort Code: 60-05-13. The Parents should use the Child's name as reference when making any payment.

## 5 Pastoral care

- 5.1 **Welfare of the Child:** We will do all that is reasonable to safeguard and promote the Child's welfare and to provide pastoral care to at least the standard required by law. We will respect the Child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community and the rights and freedoms of others.
- 5.2 **Physical contact:** The 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 child in distress or to maintain safety and good order, or in connection with the Child's health and welfare.
- 5.3 **Concerns or complaints:** Any question, concern or complaint must be made to the School Headteacher. A copy of the School's complaints procedure is available on the schools website, or can be provided on request.

- 5.4 **Disclosures:** The Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Child, or any contact the Child may have had with infectious diseases, or any family circumstances or court order which might affect the Child's welfare or happiness, or any concerns about the Child's safety.
- 5.5 **Special precautions:** The School Headteacher must be notified in writing immediately of any court orders or situations of risk in relation to the Child for which any special precautions may be needed.
- 5.6 **Belongings:** The Child should not bring money, valuables, sweets or toys with them to the School, as the School does not accept responsibility for loss or damage to such items unless it would be unlawful to exclude such responsibility. The Parents are asked to supply the School with named sun cream in the spring and summer for use on their Child only.
- 5.7 **Collection:** The Child must either be collected by one of the Parents or an alternative collector authorised by the Parents. The Parents must supply information in accordance with the School's security procedures for collection as required by the School from time to time.
- 5.8 **Dietary requirements:** The Parents should advise the School in writing of any dietary requirements or allergies. All reasonable care will be taken to ensure that the Child does not come into contact with certain foods.
- 5.9 **Transport:** The Parents consent to the Child travelling by any form of public transport and / or in a motor vehicle driven by a member of staff who is duly licensed and insured to drive a vehicle of that type.
- 5.10 **Communications from parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the School to be received from both Parents. This requirement does not apply to the giving of Notice for the cancellation of the place or the withdrawal of the Child from the School. Those persons who are required to consent to or to give Notice of cancellation or withdrawal are set out in Section 9.
- 5.11 **School's Liability:** Unless it would be unlawful to exclude or restrict such liability or we are negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Child or Parents or for loss or damage to property.

## **6 The School's Obligations, Powers and Entitlements**

- 6.1 The School will exercise due skill and care in respect of the education provided by the School. The obligation will apply during school hours and at other times when the Child is participating in activities organised by the School.

- 6.2 The School will report to you on the progress made by the Child, including written annual reports and consulting with Parents at parents' evenings. Representatives of the School will also liaise with Parents as and when is appropriate.
- 6.3 Unless the Parents notify the School to the contrary in writing, the Parents' consent to the Child participating, under supervision, in contact sports and other sports and activities which may entail risk of physical injury.
- 6.4 The School is entitled to:
  - 6.4.1 determine the curriculum of the School generally and for the Child specifically, subject to any relevant laws applicable to the School;
  - 6.4.2 determine the facilities to be provided by the School;
  - 6.4.3 determine the composition and size of teaching groups at the School, subject to any relevant laws applicable to the School;
  - 6.4.4 act at all times as it considers appropriate in the best interests of the Child. The welfare of the Child is paramount and subject to any relevant laws, the School may override the Parent's wishes where it thinks appropriate to do so;
  - 6.4.5 set and enforce regulations relating to the behaviour of pupils at the School;
  - 6.4.6 set and modify policies and procedures at the discretion of the School Headteacher of the School and/or the Proprietor of the School; and
  - 6.4.7 consider the needs and entitlements of individual pupils in the context of its responsibility to other pupils, its staff and the community generally.

## **7 Parents' Obligations**

- 7.1 By entering into this agreement, the Parents agree:
  - 7.1.1 to accept the School Headteacher's authority. The School Headteacher is responsible for the care and discipline of pupils while they are in the charge of the School or its staff and for the day to day running of the School and the curriculum. The School Headteacher is responsible for the imposition of any sanctions, which will be issued in accordance with the relevant policies of the School which by signing this agreement the Parents confirm they have read, understood and accepted;
  - 7.1.2 that the Child must comply with the School's rules and take full part in the activities of the School. The Child must attend school regularly and promptly, work hard, behave well and conform to the School's uniform requirements;
  - 7.1.3 to maintain a constructive relationship with the School by, for example, encouraging the Child in their studies, keeping the School informed of matters which may affect the Child, providing co-operation to the School to ensure the Child can benefit from the School's provision of education and attending

meetings and responding to communication from the School where it is in the Child's interest for the Parents to do so;

- 7.1.4 to notify the School of the Child's special educational needs (if any);
- 7.1.5 to conduct themselves or him/her self (as the case may be) appropriately while on the School's premises and in communication with members of the School's staff;
- 7.1.6 that the Child may take part in offsite activities that form part of the curriculum, for example sports fixtures, offsite rehearsals for musical events and other local trips without specific permission being sought for each such occasion from the Parents. For educational visits involving a significant journey via coach or public transport, the Parents' specific consent will be sought.
- 7.1.7 to provide prompt and full information regarding any absence of the Child from the School;
- 7.1.8 to read all the policies of the School, which can be found on the School's website. By signing this agreement the Parents confirm they have read, understood and accepted all School policies; and
- 7.1.9 to notify the School, as soon as possible, of any change of address or other contact details. It is the Parents' responsibility to ensure that the School holds current contact details. Failure to do so may result in the School being unable to contact Parents to offer or confirm a place at the School.

## **8 Health and medical matters**

- 8.1 **First Aid, accident reporting and medication policy:** The parties to the agreement will comply with the School's policy, available on the school website or provided by request.
- 8.2 **Medical information:** Throughout the Child's time as a member of the School, the School Headteacher shall have the right to disclose confidential information about the Child if considered to be in the Child's own interests 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.
- 8.3 **First aid provision:** The Parents consent to the Child receiving first aid treatment as and when necessary from an appropriately qualified person.
- 8.4 **Emergency medical treatment:** The Parents authorise the School Headteacher to consent on their behalf to the Child 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 Child's welfare, and if the Parents cannot be contacted in time or it is not practicable to contact the Parents.

## 9 Cancellation and withdrawal

9.1 **Notice:** means one term's written notice given by:

9.1.1 both Parents; or

9.1.2 one of the Parents with the prior written consent of the other Parent; or

9.1.3 any other person with Parental Responsibility,

and delivered to and actually received by the School's Headteacher before the first day of the preceding term. An acknowledgement of receipt must be requested and received. No other notice will suffice.

9.2 **Cancelling acceptance prior to Entry:** All Fees paid to the date of cancellation will be retained by the School in full if the Parents cancel their acceptance of a place for the Child at the School before Entry. The School relies on commitments given when accepting places to budget for income and expenditure requirements each year.

9.3 **Withdrawal after Entry:** Notice (as described in clause 9.1 above) must be given before the Child is withdrawn from the School after Entry or one term's Fees in lieu will be due and payable as a debt at the rate applicable on the date of invoice. Provisional notice is not accepted. No Fees already paid prior to withdrawal of the Child will be refunded to the Parents.

9.4 Cases of genuine hardship will be given special consideration on written request.

9.5 **Removal:** The Parents may be required to remove the Child, temporarily or permanently from the School, if, after consultation with the Parents, the School Headteacher is of the opinion that:

9.5.1 by reason of the Child's conduct, the continued presence of the Child is incompatible with the interests of the School;

9.5.2 a Parent has treated the School or members of its staff unreasonably;

9.5.3 a Parent's behaviour or conduct is unreasonable; and/or adversely affects (or is likely to adversely affect) the Pupil's or other children's progress at the School, and/or is not in accordance with your obligations under this contract; or

9.5.4 you make a serious misrepresentation of facts or circumstances to us, or withhold important information from us, about you and/or the Pupil or that is relevant to the provision of education by the School to the Pupil (such as misrepresenting whether by act, omission or withholding of information on your part that you and/or the Pupil is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/the Pupil is not).

The School is not obliged to provide notice under these circumstances. There will be no refund of fees but fees in lieu of notice would not be charged.



## 10 General conditions

- 10.1 **Data protection:** Widford Lodge School is committed to protecting the privacy and security of personal information. The Pupil Privacy notice describes how we collect and use personal information about pupils, in accordance with the General Data Protection Regulation (GDPR), section 537A of the Education Act 1996 and section 83 of the Children Act 1989. The Pupil Privacy notice is available on our website <https://widfordlodge.co.uk/wp-content/uploads/2018/06/Privacy-Notice-for-Pupils-and-Parents-.pdf> and describes, inter alia:
- the categories of information that we collect, process, hold and share;
  - how the School uses your personal information
  - the lawful basis on which the School use this information
  - the basis on which the School may share data.
- 10.2 **Insurances:** The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of the Parents.
- 10.3 **Management:** It is our intention that these terms and conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and children, and those of the School community as a whole. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.
- 10.4 **Consumer protection:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe the Consumer Rights Act 2015 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.
- 10.5 **Representations:** Although believed correct at the time of publication, the prospectus and School website are not part of any agreement between the Parents and the School.
- 10.6 **Third party rights:** Only the School and the Parents are parties to this contract. Neither the Child nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 10.7 **Assignment:** The School may assign this agreement to a third party or third parties without notice to or the consent of the Parents. The Parents may not assign this agreement to any third party or third parties without receiving the prior consent of the Parents.
- 10.8 **Governing law:** This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

Date .....

Child's Name .....  
(Please PRINT)

Signed by .....  
Parent  
PRINT name .....

Signed by .....  
Parent  
PRINT name .....

Signed by .....

NAME

For and on behalf of Widford Lodge School Limited