

Terms and Conditions

Introduction:

The School means *The Lloyd Williamson Schools* including the following sites:

77 St Charles Square, London W10 6EB
206-208 Latimer Rd, London W10 6QY

The Parents means *any person who has signed the Child Registration Form and have accepted responsibility for a child's attendance at this School.*

Parents are legally responsible, individually and jointly, for complying with their obligations under these **Terms and Conditions**. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which may justify withholding information to safeguard the interests and welfare of the child.

1. The **Terms and Conditions**, set out below, reflect the custom and practice of independent schools. They form a legal contract between the parents and the School. These **Terms and Conditions** also facilitate the stability, forward planning, resourcing and development of the Schools.
2. The Prospectus describes the broad aims of the School and gives a clear indication of its ethos. The Prospectus is not part of any legal agreement between the Parents and the School.
3. It is assumed that students will progress through the School and remain until the end of Year Eleven unless we are informed other wise and notice is given by the parents.
4. The School requires a contract to be agreed upon and signed for each individual child for whom a place at the School is accepted.

School and Educational Matters:

5. The School is open from 0830 to 1530 for classes (1600 for Upper School). The After School Club finishes at 17.15 and children must be picked up and be off the premises by 1800. Late charges will apply to the parents of those children not picked up by this time.
 - a. 1800 – 1810: £5.00
 - b. 1810 – 1830: £15.00
 - c. 1830 onwards: the above charges plus an additional £1.00 per minute.
 - d. The School is under obligation to notify Social Services if students are collected late on a regular basis, or in the event of them being on the school premises after 1830 without specific notification from the parents and permission from the Headteacher.
6. If it is necessary for someone unknown to the School to pick up your child after school, advance warning must be given to one the Administrators in the School Office, giving the name of the designated person, the date/dates when this will happen and whether or not they would like to use the school password or a password of their own choosing. The School may contact the Parents in person if there is a concern about this.
7. It is a responsibility of the Parents to advise the School about any changes in the custodial circumstances of their children. This would need to be confirmed in writing by both signatories of the current contract. Where this is not possible, legal documentation must be provided by the relevant Parent.
8. Children are expected to attend school during termtime. Maximum advance notice of planned absence is required in writing, addressed to the Headteacher, but the School

will not be able to authorise the absence in the school register.

9. In the event of a student being unwell and unable to attend school, Parents must let the School know where possible before 9.00am or as soon as is practicable. Children should be kept off for the minimum amount of time, but until they are considered to be no longer infectious, and/or are well enough to attend.
10. The School will be closed on every Bank Holiday. The School is also closed for the days between Christmas and the New Year. Parents of Nursery children who attend on a full-time basis should make themselves aware of when the School is closed. Parents of those children who attend The Schools on a term-time basis should make themselves aware of term dates. Holiday Club is provided at an additional cost for those students who are term time only.
11. It may become necessary to close the school on short notice, for the welfare of its Staff and/or students, due to unforeseen circumstances. Maximum advance warning will be given and every attempt will be made to keep the school open where possible. There will be no refund of fees in such emergency situations.
12. Parents warrant that their children will take a full part in the activities of the School and ensure that their child will maintain appropriate standards of punctuality, discipline and dress. The correct uniform must be provided and worn by the student.
13. Parents are expected to give their support and encouragement to the broad aims of the School, as expressed in the prospectus, and to promote its good name and reputation. The School places great importance on a strong and open relationship with parents. Discreet and supportive involvement within the school is welcome. This involves providing support and supervision with any homework tasks, including reading.
14. Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and for providing comfort to a pupil in distress, to maintain safety or in connection with the student's health and welfare.
15. The School is a totally smoke-free environment. Parents agree to a NO SMOKING OR VAPING POLICY inside, or in near proximity to entrance areas to the buildings.
16. The School will not tolerate bullying in any form. Parents may speak to a member of staff concerning problems with any student's behaviour, be they perpetrator or victim. Appropriate levels of confidentiality will be maintained. The School, at the discretion of the Headteacher, will investigate and deal with such issues on an individual basis, promptly. The ultimate censure is exclusion from the school. There will be no refund of fees for the period of the exclusion, whether the exclusion is short-term or permanent.
17. The School does not tolerate shouting or intimidating, abusive language on the School premises. The School reserves the right to ask parents or visitors to leave the School buildings should such an incident occur.
18. The School may have pets, including (but not limited to) dogs, guinea pigs and fish. Parents must mention any allergies to any animals. Parent must also inform the school/nursery should the child have any fears relating to animals. Permission to be in contact with the

- school animals is assumed unless a parent states otherwise.
19. Physical punishment is not used at the Schools. The Parents hereby confirm that they accept the authority of the Headteacher and all other members of staff, on the Headteacher's behalf, to take all other reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each student and the School community as a whole. The School's *Behaviour Policy* applies to all students when they are on the School premises, or in the care of the School, or otherwise representing or associated with the School.
 20. The School cannot accept liability for the loss of, or damage to, items of value brought by the children into the Schools.
 21. The School accepts no responsibility for lost or damaged items of school uniform. All school uniform worn by the students should be clearly labelled with the child's name.
 22. Parents agree to their children being involved in school trips, PE lessons and play, with authorised staff, on or off the school premises. Appropriate notice will be given to parents about planned trips and parents may be asked to provide a packed lunch. For special trips, where extra costs are incurred, parents will be given maximum possible notice and payment will be expected in advance of the trip. The student is subject to school rules and discipline measures in all respects whilst engaged in a school trip.
 23. Parents agree to the distribution of their names and telephone numbers to other parents of children in their class. This is to facilitate communication between parents. Parents may object to this and must do so in writing to the Head of Operations.
 24. It is the custom and practice of most independent schools, and of this school, to include some photographs or images of pupils – taken by authorised staff or by an official photographer – to be used in the school's print and promotional material, including websites. Such photographs will not be used for any other purpose. There will be no disclosure of name or contact details. Parents who do not want their child's photograph or image to appear in promotional material may opt out using the consent forms regularly circulated to parents. If the School does not hear from you, it will be deemed that the Parents' consent has been given.
 25. The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality suitable for each student. The School reserves the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Headteacher and authorised teaching staff, is most appropriate to the school community as a whole.
 26. The School monitors the progress of each student and Student Progress Reports will be produced at the end of the Autumn and Summer terms. These are provided to parents.
 27. Information supplied to Parents and others, in the form of reports and references, concerning the progress and character of a student will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School.
 28. The School provides, with some discretion, a limited number of places for children with Special Educational Needs. Parents must notify the Headteacher in writing if they are aware, or suspect, that their child has a learning difficulty. Parents must provide the School with copies of all written reports and information. Parents may be asked to find alternative schooling if, in the professional judgement of the Headteacher and SENCo and after consultation with the Parents, the School cannot provide adequately for a student's Special Educational Needs.
 29. Parents will be notified if it appears their child is significantly falling behind with their studies or academic progress, or if formal assessment by an Educational Psychologist is advisable. The Parents, at their own expense, will arrange such assessments.
 30. School staff are not qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, dyspraxia or other learning difficulties.
 31. This school, as any other, is likely to undergo a number of changes at any given time while your child is a student. Some of the changes, may include: changes in staff, premises, facilities and their use, curriculum, size and composition of classes and the length of the school day or school terms, though not an exhaustive list.
 32. Parents may be required, during or at the end of term, to remove the student, without refund of Fees, temporarily or permanently from the School if, after consultation with the Parents, the Headteacher is of the opinion that the conduct of the student is considered to be in serious breach of the School's *Behaviour Policy*, or if a parent has treated the School or members of staff unreasonably and in any such case removal is considered to be warranted. The Deposit will not be refunded in the event of removal from the School and Fees in lieu of notice will be charged and all outstanding Fees and Applicable Charges will be payable in full.
 33. The Headteacher may require parents to remove a pupil when there has been a breakdown in the relationship between the pupil and/or parent(s) and the School. This may manifest itself in a number of ways, including: unreasonable behaviour or conduct of parents which adversely affects (or is likely to adversely affect) their child's or other children's progress at the school, or the wellbeing of staff and/or brings (or is likely to bring) the school into disrepute; parent(s) not supporting the school in behaviour management; vexatious behaviour, such as parents repeatedly bringing unsubstantiated claims; When a pupil has brought a malicious or unjustified allegation against a member of staff; other circumstances where the Headteacher (after appropriate consultation) is satisfied that it is not in the best interests of the pupil, or of the School, that the child remains at the School.
 34. **Financial Matters:**
Fees cover the *normal curriculum* including books and stationery, except Years 7 onwards, where the Parents provide a pencil case and relevant stationery in consultation with the School.

Applicable Charges are: *Registration Fee, Deposit, Fees for Extra Tuition, Extras* such as clothing and equipment, photographs, and other items ordered by the parent or student and *charges arising in respect of school trips*, and *damage* where a student alone, or with others, has caused wilful loss or damage to school property or the property of any other person (reasonable wear and tear excluded) and *late payment charges* if incurred.

Term means the period between, and including, the first and last days of each school term.

Term's notice means notice given before the first day of term and expiring at the end of term.

Fees in lieu of notice means Fees in full for the term of notice at the rate that would have applied had the student attended.
 35. Parents undertake to pay the Fees and Applicable Charges in each school year as billed. Fees are due and payable on the first day of the term to which they relate. Fees can be paid in monthly instalments by standing order payable on the first of each month with

- prior permission of The Head of Operations. School Fees are the responsibility of each person who has signed the Registration Form and the **Terms and Conditions**. The School may withhold any information, or property, while Fees remain unpaid.
36. Parents must declare that they have no outstanding Fees due at any previous nursery or school.
 37. The Registration Fee is not refundable. The Deposit will be refunded (£400) when the Fees for the student's final term, and any outstanding debts, are fully paid and cleared.
 38. Interest may be charged on a day-to-day basis on Fees which are unpaid and therefore deemed a *late payment*. The rate of interest charged will be at up to 2% per month, which is a genuine pre-estimate of the cost to the School of a default.
 39. Payments by Credit or Debit Card are accepted, these may incur a handling charge, payable at the time of payment.
 40. A full term's notice (or 3 months for all year round places) must be given in writing (addressed to and personally received by) the Headteacher, should Parents decide to withdraw a student. No other notice will suffice. It is expected that Parents will consult with the Headteacher before giving notice to withdraw their child. If correct notice is not given, a full term's Fees and any Applicable Charges will be payable and the Deposit is forfeit. Any outstanding monies are payable prior to your proposed and agreed leaving date. Unpaid debts will be referred to County Court or a Debt Collection Agency. Associated costs and accrued interest will be added to the bill.
 41. Should Parents wish to cancel a place at the School, which has been accepted with a deposit, a full term's notice (or 3 months for all year round places) must be given in writing, addressed to and actually received by, the Headteacher. No other notice will suffice. If correct notice is not given, a Term's Fees and any Applicable Charges will be payable and the Deposit will be forfeited. Parents who cancel acceptance on more than a full term's notice will not be required to pay Fees in lieu of notice but the deposit will be retained by the School.
 42. The School reserves the right, with three days written notice, to exclude a student while Fees are unpaid. Where students are excluded for more than 28 days, for non-payment of Fees by the Parents, Fees in lieu of notice (in addition to the debt already incurred) will be immediately due and payable as a debt at the rate applicable to the term in question. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the student.
 43. An agreement with a third party to pay the Fees or any other sum due to the School does not release Parents and others from any liability under these **Terms and Conditions** unless an express release has been given in writing, signed by the Headteacher or Head of Operations. The School reserves the right to refuse a payment from a third party.
 44. A full term's written notice to either the Headteacher or Head of Operations is required to discontinue extras, such as music tuition otherwise Parents will be invoiced a full term's charges at the applicable rate.
 45. Sibling discounts are concessionary and will cease once there is only one sibling remaining at the School.
 46. Money Laundering: Legislation requires the School, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.
 47. Fee levels will be reviewed before September each year.
- General Contractual Matters:**
48. Parents who apply for their child/children to join the School from Year 1 upwards must disclose previous school placements on the **Child Registration Form**. Failure to disclose this information may result in the School being unable to confirm their place.
 49. The offer of a place at *The Lloyd Williamson Schools* and its acceptance by the Parents give rise to a legally binding contract on the terms of these **Terms and Conditions**.
 50. The School may terminate this agreement on one term's written notice or otherwise under point 33. The School would not terminate the contract without good cause and full consultation with the Parents. Where a serious breach of the **Terms and Conditions** of this contract occurs, the School reserves the right to terminate the contract with immediate effect. In such a case, the Deposit will not be refunded and outstanding Fees and Applicable Charges will be payable forthwith.
 51. Any personal information provided to the School by the Parents is strictly private and confidential. Such information is for the sole use of *The Schools*. Under the [UK GDPR](#) Act, January 1, 2021, this information will not be used for any other purpose other than its use in School.
 52. Notices given to the Parents by the School under these **Terms and Conditions** shall be sent in writing to the address notified to the school by The Parent.
 53. These **Terms and Conditions** supersede those previously in force. Examples given in the **Terms and Conditions** are by way of illustration only and are not exhaustive.
 54. If, in any circumstance, a student attends the School without the Parents having signed the **Terms and Conditions**, attendance by the student will be deemed as the Parents' acceptance of all the **Terms and Conditions** as stated in points 1-55.
 55. This contract was made at the School and is governed exclusively by English law.

I/We have read and agree to these Terms and Conditions, and understand that reasonable changes may be made from time to time, as considered appropriate.

Full Name of Child:

**First Signature:.....
(Parent/Guardian One)**

**Second Signature:.....
(Parent/Guardian Two)**

Name in Full:.....

Name in Full:.....

Relationship to Child:.....

Relationship to Child:.....

Dated:

Dated:.....