



ST FRANCIS SCHOOL

Marlborough Road Pewsey Wiltshire SN9 5NT

Terms and Conditions

1. GENERAL

- 1.1 We are Hayfran Trust, which trades as St Francis School and Little Saints Nursery, a charitable company limited by guarantee with company number 02164880 and registered office at Haybrook House, Marlborough Road, Pewsey, Wiltshire SN9 5NT. In these terms and conditions, we are described as “**The Nursery**”, “**The School**”, or “**We**”/“**Us**”. If you have any questions about these terms and conditions, or you wish to make a complaint about The Nursery, please contact us. To do so, please either telephone the Headmaster on 01672 563228 or write to him at headmaster@st-francis.wilts.sch.uk or Haybrook House, Marlborough Road, Pewsey, Wiltshire SN9 5NT.
- 1.2 The offer of a place and its acceptance by the Parents by completing the acceptance of place form gives rise to a legally binding contract between You and Us on the basis of these terms and conditions.

2. DEFINITIONS

The following definitions and rules of interpretation shall apply in these terms and conditions:

“**Fee**” and “**Fees**” where used in these terms and conditions include each of the following charges where applicable: tuition fees; fees for extra tuition; fees for learning support; other extras such as clothing and equipment, photographs and other items ordered by the Parents or the Pupil and charges arising in respect of educational visits, and damage where the Pupil alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded) and late payment surcharges if incurred.

“**force majeure**” shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, snow, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

“**Governors**” are the trustees of the School.

“**Headmaster**” is the person appointed by the Governors to be responsible for the day-to-day running of the School and that expression includes those to whom any duties of the Headmaster have been delegated.

“**Parents**”/“**You**” means those who have signed the acceptance of place form as Parents or guardians and/or who have accepted responsibility for the Pupil's attendance at the School. The Parents or guardians are jointly and severally responsible for complying with their obligations under these terms and conditions.

“**Policies**” means any policy or policies of the School published from time to time including but not limited to policies set out on the School website.

“**Pupil**” is the child named on the acceptance of place form as the Pupil.

“**Fees in lieu of notice**” means Fees in full for the term of notice at the rate that would have applied had the Pupil attended and not limited to the parental contribution in the case of a Scholarship, Exhibition, Bursary or other award or concession.

“**term**” means an academic term at the School the dates of which will be notified to you from time to time.

3. REGISTRATION AND ADMISSION

- 3.1 Children will be considered as candidates for admission to the School when the registration form has been completed and returned to the School with a non-returnable registration fee of £75.
- 3.2 An offer of a place will be subject to the availability of a place and a child satisfying the admission requirements at the time.
- 3.3 “**Admission**” occurs when Parents accept the offer of a place by signing and returning the acceptance of place form together with a confirmation of place payment of £500.
- 3.4 “**Entry**” is the date when the Pupil attends the School for the first time under this contract.
- 3.5 The confirmation of place payment shall be refunded when the pupil leaves the school, provided a full term's notice has been provided

4. MOVING UP THE SCHOOL

- 4.1 It is assumed that each Pupil who satisfies the relevant criteria at the time will progress through the School and will ultimately complete Year 8.
- 4.2 Parents must give no less than a full term's notice (expiring at the end of a term) in writing to the Headmaster if they do not intend their child to proceed to the next term applicable to the Pupil. Where a full term's notice is not given you agree that you will pay a full term's fees in lieu of notice and that that sum will become immediately payable. Fees in lieu of notice will not be payable if the Parents serve a notice to withdraw their Pupil on the School within two weeks of receiving a notice from the School under clause 5.7.
- 4.3 Parents may revoke a notice given under clause 4.2 at any time up to the commencement of the next term applicable to the Pupil and provided there is still a place available in the year group. However such notice may only be revoked for two terms in succession.

- 4.4 A full term's notice must be given in writing if the Parents wish to cancel a place, which they have accepted, or if Parents wish to withdraw a Pupil who has entered the School.
- 4.5 If the Parents cancel their acceptance of a place less than a term before the entry date or the Pupil does not join the School after a place has been accepted and not cancelled, then you agree that a term's Fees will be payable and the confirmation of place payment will be forfeited. Parents who cancel acceptance on more than a full term's notice before entry will not be required to pay Fees in lieu of notice but you agree that the confirmation of place payment may be retained by the School.
- 4.6 In order for the School to be able to properly engage specialist teaching staff you agree that where a Pupil has additional tuition (e.g. learning support tuition) a full term's written notice is required to discontinue that extra tuition, or where a full term's notice is not given, you agree that you will pay a term's Fees for the extra tuition in lieu of notice and that that sum will be immediately payable.
- 4.7 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 confirmation of place payment would be refunded without interest less any outstanding balance of the account. The School's policies and procedures in relation to expulsion and required removal can be obtained from the Bursar.

5. FEES

- 5.1 The Parents undertake to pay to the School the Fees, which apply and are due and owing from time to time. Fees are due and payable before the commencement of the relevant school term, at the rate notified by the School in accordance with clause 5.7.
- 5.2 Fees will not be refunded or waived for (a) absence through sickness; (b) if a term is shortened or a vacation extended; (c) if a Pupil is released home after public examinations or otherwise before the normal end of term (provided that the School remains open to a pupil who wishes to stay at school during that period).
- 5.3 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 Governors' review will not arise. The School may withhold any information or property while Fees are unpaid but will not do so in a way that would cause direct and identifiable prejudice to the legitimate rights and interests of the Pupil. A Pupil who is excluded at any time when Fees are unpaid will be *deemed withdrawn* without notice twenty-eight days after exclusion and a term's Fees in lieu of notice will be payable in accordance with clause 4.2.
- 5.4 The School shall be entitled to charge interest on any unpaid Fees at a rate of 2% above the Base Rate of the Bank of England per month.
- 5.5 Any payment made in respect of one Pupil may be appropriated by the School to the unpaid account of any other Pupil of those Parents.
- 5.6 An agreement with a third party (such as a grandparent) to pay the Fees or any other sum due to the School does not release the Parents from liability under these terms and conditions. The School reserves the right to refuse a payment from a third party.
- 5.7 Fees are reviewed annually and are subject to increase from time to time. A term's notice in writing will be given to the Parents of a change to the Fees.

6. FORCE MAJEURE

- 6.1 In the event of a force majeure event arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give Parents notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure.
- 6.2 Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues.

7. LIMITATION OF LIABILITY

- 7.1 This clause 7 sets out the entire financial liability of the School (including any liability for the acts or omissions of its employees, agents, consultants and subcontractors) to the Parents in respect of:
- (a) any breach of these terms and conditions; and
 - (b) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these terms and conditions.
- 7.2 Nothing in these terms and conditions limits or excludes the liability of the School for any damage or liability incurred by the Parents as a result of fraud or fraudulent misrepresentation by the School. Further nothing in these terms and conditions excludes or limits the liability of the School in relation to death or personal injury arising out of the negligence of the School.
- 7.3 Subject to clause 7.2:
- (a) the School shall not be liable for any special, indirect, consequential or pure economic loss, loss of opportunity, costs, damages, charges or expenses;
 - (b) the School's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of these terms and conditions shall be limited to the amount of Fees paid by the Parents to the School in respect of the relevant Pupil at the time of the relevant claim.

8. POLICIES

- 8.1 These terms and conditions should be read in conjunction with and incorporate the provisions set out in the Policies published by the School. The Policies are available on request to the Bursar and the Parents accept all obligations set out in the Policies. The Policies may be updated from time to time and where Policies are changed Parents will be notified via the School's website, newsletter or such other briefing as the School deems appropriate. The provisions of an updated policy shall take immediate effect. We will use the personal information relating to You and the Pupil that You provide to Us in accordance with Our Policy on data protection and in order to provide education services to You and the Pupil and to process payment of the Fees.
- 8.2 In the event of a conflict between these terms and conditions and the provisions of the Policies, the terms and conditions set out herein shall take precedence.

9. JURISDICTION

This contract is governed exclusively by English law and any dispute arising out of or in connection with these terms and conditions shall be settled under the exclusive jurisdiction of the courts of England and Wales.