



## Ashbridge School Terms & Conditions

1. These Terms and Conditions are necessary in order to maintain our high standards and to ensure children derive the maximum benefit from their attendance at Ashbridge School. We reserve the right to change or amend these at any time.
2. References to “us”, “we”, “Ashbridge”, “Ashbridge School” or “school” in these Terms and Conditions shall mean Ashbridge School Limited a private limited company incorporated under the laws of England & Wales with company registration number 03695177 and whose registered office is Ashbridge Lindle Lane, Hutton, Preston, Lancashire, PR4 4AQ and the term “our” shall be construed accordingly (i.e. that which belongs to Ashbridge School Limited).
3. References to you in these Terms and Conditions shall mean you the parent, parents, legal guardian or legal guardians of the child named in the School Enrolment Form section of these Terms and Conditions and the term “your” shall be construed accordingly.
4. Any reference to “in writing” shall include email.
5. These Terms and Conditions consist of the above School Enrolment Form, the terms and conditions set out herein and any of the school’s policies and procedures which are in place from time to time.
6. ADMISSIONS / SCHOOL DAY and ATTENDANCE

We offer :

- Full time Primary School education from 4 to 11 years.
- *Entry into the school is in consultation with the Headteacher following initial visits and assessment.*
- An extended school day that runs from 8:45 to 15:45, Monday to Friday.
- *Children attend full time with absences only on medical /ill health grounds or as a result of authorised absence by the Headteacher.*
- A school year that is organised into 3 terms; Autumn, Spring and Summer.
- Inclusive Before and After School Care exclusively to children who attend the school.
- *The service operates from 7:00 – 8:45 and 15:45 – 18:00 each day.*
- A Holiday Care service during all of the school’s holidays.
- *This service is available to children of Primary School age. Hours are from 7:00 – 18:00.*
- *Attendance is subject to availability and the fee prevailing and notified to you at the relevant time will be payable for each day.*
- *Please note: If children leave the school to move to another independent school before the end of Year 6 this service is not available.*

### 7. REGISTRATION, FEES, PAYMENT AND NOTICE PERIOD

- All fees referred to in these Terms and Conditions are for the academic year commencing in 2022. Fees may change for future academic years and if you are applying for a place more than one academic year in advance you ought to be aware of this.
- All applications for a child’s place in Reception class must be submitted by no later than 14<sup>th</sup> November the year before entry and the school will notify you within 7 days of this date if your child has been offered a place.
- For all pupils joining in the midst of an academic year enrolment forms will be accepted at any time and places allocated following site visits and assessments.
- A non-refundable fee of £100 is payable on submission of the School Enrolment Form, the school cannot process any application until this has been paid.
- A deposit equivalent to the fee for one term (the “**Deposit**”) is also due within 14 days of the school offering your child a place.
- The Deposit is held on the account until the final term of Year 6 or, if leaving the school before this point, held until the child leaves providing full and proper notice has been given.
- For pupils who will be joining from an Ashbridge Nursery, the Deposit can be paid in 4 equal instalments each of which will be payable on 30<sup>th</sup> November, 1<sup>st</sup> February, 1<sup>st</sup> June and 1<sup>st</sup> July.
- For all other pupils (i.e. those not joining from the Ashbridge Nursery) the Deposit must be paid in 2 equal instalments each of which will be payable on 30<sup>th</sup> November and 1<sup>st</sup> February.
- For pupils applying after 30<sup>th</sup> November a payment schedule will be set up depending on the date of application. In all cases, the Deposit must be paid in its entirety prior to the child commencing school.
- For all pupils joining in the midst of an academic year the Deposit must be paid in its entirety prior to the child commencing school.
- Fees are payable in advance and a signed direct debit mandate must always be in place however we do accept a variety of childcare vouchers and tax free childcare as supplementary fee payment options

Current School fees are inclusive of:

- First class teaching, resources and equipment.
- Daily Before and After School Care.
- All meals and snacks.
- Non-prescription medications, where authorised.

**Fees for the academic year 2022-2023 will be £3588 per term.**

This inclusive package equates to £897 per month. Fees are reviewed annually and information regarding future changes for the following academic year are published in the preceding Autumn term.

- No reduction of any fees will be made for any absence during school term times.
- Attendance is recorded when children arrive and leave and parents/guardians need to inform us if a child is to be absent for any reason.
- Early drop off and late pick up charges apply at a cost of £5 for every 15 minutes. For example:
  - 18:01 – 18:15 - £5
  - 18:16 – 18:30 - £10 etc
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#### 8. NON-PAYMENT OF FEES

- In the event of a direct debit payment failing on the day it is due a fee of £20.00 will be payable.
- If any payment is not made on the date it is due a fee of £25.00 will be payable.
- Any payment that is due and which is not made within 21 days of the date it is due will result in the child's place being temporarily withdrawn for a maximum period of 5 days until such payment is made. A fee of £100.00 will be payable to reinstate the child and end the suspension.
- If the overdue payment is not made before the 5 day suspension period ends the child's place will be permanently withdrawn.
- If payments are not paid within 21 days of their due date on more than 3 occasions during a single calendar year the child's place will be permanently withdrawn.

#### 9. MEALS AND SNACKS

- A healthy, no-added sugar, nutritionally balanced menu is offered to all children and all food is prepared on the premises.
- Copies of menus are available and special arrangements can be made to accommodate individual dietary requirements on medical or religious grounds only, in consultation with parents/guardians. Vegetarian and vegan diets can also be catered for upon request.
- The school reserves the right to not offer a place at the school if it feels it cannot meet a child's dietary needs.
- Children are offered porridge in in school before 7:45, mid-morning snack, hot lunch and sandwiches in after-school care.
- Food and drink apart from water must not be brought into school.

#### 10. SICKNESS AND MEDICATION

- It is not our policy to administer medicines to children. However, if requested to do so by parents/guardians we will administer prescription medications wherever possible but reserve the right to refuse a request to administer medicines whilst a child is in our care. No non-prescription medicine is to be brought into school. If it is agreed that medication may be administered, a signed form must be completed by the parent/guardian confirming authorisation (please see our Medical Needs policy for further information).
- Children with certain illnesses or conditions must not attend school for the time stated in the Medical Exclusion Times Policy, available on the website. Specifically, children with sickness and/or diarrhoea must remain at home until 48 hours after symptoms have passed. For any illnesses requiring government intervention, their guidance must be followed at all times.
- If a child becomes sick during attendance, we reserve the right to call for emergency assistance if necessary and remove them from the school in order for them to be taken to hospital. Permission for this is requested on the enrolment form.
- If a child has an accident whilst attending, a record is made and parents/guardians or those designated to collect the child are informed. Full details of accident procedures are enclosed within the Welcome Pack.

#### 11. ADMISSION POLICY ON OVERSUBSCRIPTION

- Our admission policy, available on the company website, sets out the requirements of enrolment and allocation of places if a year group is oversubscribed.

#### 12. WITHDRAWALS AND FEES ON WITHDRAWALS

- Should you decide to remove your child from the school, you may withdraw their place by giving the school one full term's notice in writing of your intention to do so and all fees due to the school will be payable up to and including the end of such notice period. Should one full term's notice not be given, the school will have the right to retain the Deposit in its entirety. The school may also at its discretion offset any part of the Deposit you have paid against the fees that are due and charge you the balance.
- For the avoidance of doubt the latest you can serve any such notice is the final day of the preceding school term from the term your child will leave the school. By way of example if you wanted your child to leave at the end of the Spring term then the latest you could serve the notice would be the last day of the Autumn term.
- Whether or not a child continues to attend during the term when notice has been given payment of all fees for that term without deduction or set off must be made.
- Should the school decide to remove your child, other than due to a child's special educational, learning or developmental needs, in accordance with its Exclusion Policy, all fees payable up to and including the date the child leaves the school will be payable and all of the Deposit shall be retained by the school.
- A child's place may be withdrawn if the school decides (acting reasonably) that it cannot continue to adequately provide for and meet a pupils' particular special educational, learning or developmental needs. Full details can be found in the school's admission policy. In such circumstances the Deposit will be returned to you and all fees due up to and including the date the child leaves the school will be payable.

### 13. SAFEGUARDING AND CHILD PROTECTION

- The school has a duty of care to all children and act in accordance to national and local safeguarding and child protection procedures. Where we have reason to believe that a child may be at risk, we have a duty to refer this to the appropriate authority. This is clearly defined within the company safeguarding policies and permission to share information in such circumstances is requested on the enrolment form.

### 14. PERSONAL PROPERTY, VALUABLES, UNIFORM and BELONGINGS

- All school uniform is compulsory and must be purchased from the agreed supplier to maintain standards and consistency of presentation.
- All property and clothing should be clearly marked with the child's name.
- For safety and security children should not bring valuables or money at any time unless specifically requested.
- We do our utmost to take care of children's belongings but regret that no responsibility can be accepted for them.

### 15. CAR PARKING AND SAFETY

- Parents may use the customer car parks but are requested to drive slowly at no more than 5mph and with caution, especially when parking or setting off. If parking away from the premises, consideration should be shown to ensure the safety, comfort and convenience of neighbours.
- All vehicles are parked at owner's risk and the school accepts no responsibility for loss or damage to vehicles or contents whilst on our premises.
- Please note, before children arrive or after they are collected from staff, parents/guardians or designated persons are responsible for their safety and children must be carefully supervised. Gates and doors must be closed after passing through.

### 16. OUTINGS OFF THE PREMISES

- We regularly take children off the premises for educational visits. Due care and attention is given to risk assessment and safety. Permission for such outings is requested on the enrolment form. Further details will also be issued at the time.

### 17. CONTACT DETAILS

- Full details of parent/guardian addresses, places of work, contact numbers and email addresses must be supplied before a child may attend.
- Details of any changes in circumstances or person/contact information must be provided immediately in writing.

### 18. CANCELLATION

- If at any time following formal acceptance of a place and before the start date it is decided for whatever reason not to take up the place then a total of 13 weeks fees, being equivalent to a third of the annual school fee, will be payable no later than 4 weeks prior to the start date.

### 19. CANCELLATION OF DIRECT DEBIT MANDATE

- A mandatory direct debit for the payment of fees is required at all times, including if fees are paid with childcare vouchers or tax-free childcare.
- Should the direct debit be cancelled, a fee of £25 will be charged to your account. A new direct debit mandate must also be put in place by the 1<sup>st</sup> of the next month. Should the direct debit not be in place by the 1<sup>st</sup> of the next month a further £25 fee will be charged to your account.

### 20. SCHOOL POLICIES AND PROCEDURES

- You agree to adhere to all of the school's policies and procedures in place from time to time including but not limited to:
  - Medical Exclusion Procedures
  - Exclusion Policy
  - Diversity and Equal Opportunities
  - Business Disruption and Critical Incident Policy and Plan
  - Admissions Policy and Procedures
  - Behaviour Management Policy and Procedures
  - Attendance Policy and Procedures
- To this extent we advise you to read and understand the policies and procedures which can be found on the school's website. Please note the school reserves the right to amend its policies and procedures whenever and however it deems appropriate.

#### 21. FORCE MAJEURE

- If the school or any part of the school is closed due to circumstances occurring which are beyond the reasonable control of the school including but not limited to:
  - acts of God, flood, drought, earthquake or other natural disaster;
  - epidemic or pandemic;
  - terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - nuclear, chemical or biological contamination or sonic boom;
  - any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; or
  - collapse of buildings, fire, explosion or accident,then all fees which the school at its sole discretion deems payable for the delivery of education will be payable. Please refer to the school's Business Disruption and Critical Incident Policy and Plan for practical guidance should such an event occur.

#### 22. WAIVER

- A waiver of any right or remedy under these Terms and Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- A failure or delay by the school to exercise any right or remedy provided under these Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms and Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

#### 23. SEVERANCE

- If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- If any provision or part-provision of these Terms and Conditions is deemed deleted we shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended result of the original provision.

#### 23. ENTIRE AGREEMENT

- These Terms and Conditions constitute the entire agreement between us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to their subject matter.

#### 24. ENTIRE AGREEMENT

- These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

#### 25. JURISDICTION

- You and we irrevocably agree with each other that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or their subject matter or formation.