

Terms and Conditions

These terms and conditions govern the contract between you and our school.

The "Terminology"

The term "School" or "Setting" is used here to refer to either or all Chelsea Pre-Prep Limited, Kingsland Pre-Prep Limited, Grand West Pre-Prep Limited and Archmore Gardens Pre-Prep Limited.

The term "Parents" or "You" refers to each person who has signed the School's Form of Undertaking. The Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions.

The term "Parental Responsibility" refers to those who have "parental responsibility" (i.e. legal responsibility for the child) and 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 interests and welfare and best interests of the child.

The term "Child" refers to the child named on the Form of Undertaking.

The term "Head" or "Head Teacher" refers to the Head Teacher of either School and who is responsible for the day-to-day running of the School and, that expression includes those to whom any duties of the Head have been delegated.

The "Small Print"

Your acceptance of our terms is initiated at the Offer/Acceptance stage. These Terms and Conditions reflect the custom and practice of independent schools and nurseries for many generations and together with the Offer Letter, Form of Undertaking, any invoice issued by the School and the Fees information they form the basis of a legal contract for our educational services. These Terms and Conditions are intended to promote the education and welfare of each child and the stability of the day to day running of our Schools as well as assisting with forward planning and managing resourcing and staffing requirements.

Before accepting the offer of a place, parents are encouraged to read our Policies and Fees information which are accessible online via our parents' portal in the School's website, hardcopies can also be asked for at the Office of each School.

1. Registration and Admission:

Families will be registered for admission and entry to our School (Chelsea Pre-Prep, Kingsland Pre-Prep, Grand West Pre-Prep, Archmore Gardens Pre-Prep) when the Registration Form has been completed and returned to us, and the non-returnable Registration Fee paid. The registration fee, payable when initially applying for a place at the School, is non-refundable and covers the cost of processing an application. It does not guarantee a place being offered for your child at either School.

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We welcome applications for admission from all sections of society and do not discriminate on grounds of disability, race, and religion, social or cultural background or any protected characteristic as defined by the Equality Act 2010.

Admission will be subject to the availability of a place, due to a large amount of registrations the School will close a particular year's intake up to 2 years in advance. Places are offered first to siblings and then to children whose birth dates and gender can balance our classes.

Offers are made over a year in advance for every intake. We only offer places for the Autumn term of each year and children need to have turned 2 by the 31st of August to be eligible for that year's intake. We expect all our children to attend either School for two academic years.

"Admission" occurs when Parents accept the offer of a place and pay the deposit. "Entry" occurs on the date when the child attends the School for the first time under these terms and conditions.

A deposit ("Acceptance Deposit") as shown on the Form of Undertaking will be payable when Parents accept the offer of a place. The deposit is not refundable if you withdraw your acceptance and your child does not take up a place at either School.

The deposit will form part of the general funds of the School until it is refunded on the last day of your child's final term with our School. However, the deposit will only be refunded provided your child has attended the School for at least 6 terms and, there are no other sums due to the School on your child leaving. Should your child leave before the end of the sixth term then the deposit will not be refunded. However, if your child will be attending the School for longer than 6 terms, the deposit will be refunded in the Summer term of their final year, providing all the conditions above have been adhered to.

Cancelling a place which had already been accepted has a negative impact on our School. As such, parents will be liable for the full first term's fees if less than a term's notice of cancellation has been given (after 31st of March prior to the child starting).

2. Fees:

Payment of Fees: The Parents jointly and severally agree to pay the Fees applicable to each term directly to the School. Fees are reviewed annually and are subject to increase with one term's notice period.

Fees shall always be paid each term in advance by bank transfer, unless otherwise stated. The fees are due on the first day of that term. For example, Spring term fees will be due in the first week of January. As an exception to the above, the fees for the Autumn term for children moving from 1st years to 2nd Years will be due by 1st July. The Autumn term fees for our new starters will be due by 1st June prior to their September start.

Refunds cannot be arranged in the case of absence of a child, or when your holidays do not coincide with ours or if we need to close the school due to severe disruption (e.g. severe weather conditions, heating failure, Force Majeure).

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3. Late payments & Late Collection of children:

Because of the administrative burden that late fees represent, the Schools reserve the right to charge £25.00 per day, from the first day a payment is overdue, for all late payments. These will be invoiced separately and if it is your last term at our Schools it will be deducted from your Deposit. If termly fees remain unpaid after 30 days, this will result in the exclusion of your child.

The repeated or consistent late collection of your child may also include a late collection fee.

4. Exclusion for non-payment:

If termly fees remain unpaid 30 days after the due date this will result in your Child being excluded from our Schools and the loss of any sibling policy priority place. The Rocket Productions Business Manager will notify the Parents in writing of any exclusionary action.

5. Notice Requirements:

One clear school term in advance is required in writing of a child leaving or withdrawing from the School. A term's notice means written notice given to the Head Teacher, not later than the first day of the term before the term to which the notice relates. For example, to not be liable for the Summer term fees, the last day we can accept notice is the day prior to the start of the Spring term. If the required notice period is not given, you will still be liable for fees. The deposit remains non-refundable regardless of when notice is served.

6. Conduct and Minimum Attendance:

Children are expected to attend regularly, and the School has the right to refuse admission to, or send home, any child if it considers such action is necessary, (e.g. sickness, etc.) If your child is unable to attend, please notify the School's office by telephone, email or via Famly, as educational settings are required to monitor attendance.

Attendance Expectations

We offer a two-year programme. Families are expected to commit to the full programme. Attendance requirements are as follows:

First Year

- Under 3 Years Old: Minimum attendance of 5 mornings per week.
- Term after Turning 3: Minimum attendance of 4 mornings and 1 full day per week.

Second Year

- Autumn Term: Minimum of 2 full days.
- Spring Term: Minimum of 3 full days.
- Summer Term: Minimum of 3 full days.

Afternoons (1st year only)

For Afternoon children the minimum attendance is 3 afternoon sessions per week. In the term after they turn 3 the minimum attendance is 4 afternoon sessions per week.

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Changes to attendance patterns must be requested via the school office and are subject to availability. If you would like to change or increase your child's attendance pattern within the School, please contact the Office to arrange this, this is subject to availability. Every term you will be reminded to do this.

We expect children to adhere to the School code of conduct which promote courtesy, good manners, kindness, integrity and respect for others. We expect everybody at our Schools to be kind, honest, considerate, courteous, responsible, co-operative and friendly. Bullying, harassment, victimisation and discrimination will not be tolerated at our Schools. We ask families to address our staff in a respectful manner as we believe that all adults should be role-models for children.

Our Schools have the right for the immediate exclusion or refuse future terms admission to any child it considers such action necessary, including due to the behaviour of a Parent deemed to be unreasonable and/or likely to adversely affect the progress of the Child or any other children at the School or the well-being of School staff or to bring the School into disrepute.

7. Loss and Damage:

The School does not, unless negligent, accept responsibility for accidental injury or loss of property. The School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of the parents, therefore the School shall not be liable for loss or damage to property in the possession of children attending any of our Schools or during activities or outings organised by us. Clothing should be suitable for the child's age as it may get stained, wet or damaged.

8. Our Commitment:

Chelsea Pre-Prep, Kingsland Pre-Prep, Grand West Pre-Prep & Archmore Gardens Prep-Prep will do all that is reasonable to safeguard and promote your child's welfare and wellbeing. We will respect your child's rights and freedoms which must, however, be balanced with the lawful needs and rules of our School community, the Early Years Foundation Stage Requirements, and the rights and freedoms of others.

We are committed to high standards of teaching and care. The School will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which nurtures, challenges and meets each child's needs, interests and individual stage of learning and development.

We will promote an inclusive and respectful environment where adults and children can feel safe, valued and secure. We also welcome and encourage parental involvement not only with their child's class but as part of our School community.

9. Your Commitment:

It is a condition to joining our Schools that parents agree to these terms and conditions. Accepting a place with us means you accept these terms and conditions.

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We ask parents to inform us of any known medical condition, health problem or allergy affecting their child as well as any additional needs, so we can best plan to support your child. At present, our physical facilities for people with disabilities are limited but we will do all that is reasonable to ensure that the School's culture, policies and curriculum are made accessible to all children and their families, and "reasonable adjustments" will be explored to allow us to cater adequately for your child if possible. For more information please read our Disability Policy and Disability Equality Duties.

Likewise, we ask parents to inform us of any family circumstances or court order which might affect the child's welfare and wellbeing.

Parents are asked to inform the Schools of any change of address or home telephone number as soon as it occurs and keep the office advised on mobile phone numbers and email addresses, including at least two additional emergency contacts.

Bullying, harassment, victimisation and discrimination will not be tolerated at our Schools. We ask families when joining our schools to ensure they address our staff, children and other parents/carers in a respectful manner, we believe that all adults should be a role-model for children. Any disagreements with our staff can be discussed calmly and privately in the Office or with the Head if necessary.

The Parents accept the authority of the Head, and of other members of staff on the Head's behalf, to take all reasonable disciplinary or preventative actions necessary to safeguard and promote the welfare of each child, staff, other parents/carers and the School community as a whole.

10. Complaints:

Any question, concern or complaint must be notified to the School as soon as practicable. A copy of our Complaints Policy can be found on the parent's portal online or at the School's office. Please make sure you follow the stages in our Policy.

If Parents have a concern about any issue highlighted within we ask them to seek clarification of the matter from the Head in writing prior to entering into this Agreement. Care has been taken to use plain language in these terms and conditions, if any words infringe any 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.

11. Change

It may be necessary to make changes to certain aspects of the School such as changes to our facilities, staff, approach, size and composition of classes, rules, regulations and policies. Parents understand that it is not practicable to consult with parents over every change that may take place.

12. Data protection and Safeguarding:

It is a requirement of the UK General Data Protection Regulation and of our registration with the Information Commissioners Office (ICO) to provide you with information about the details the School keeps about you and your child/ren. We ensure that all data we collect about you and your child/ren is treated confidentially and safely stored. Parents are asked to read our Privacy Notice along with signing all necessary Consent Forms before starting in our School.

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All schools are under a legal obligation to report to the appropriate authorities any incident or concerns of a child who may have been abused, neglected or in some other way harmed either physically or emotionally. This may be done without informing the parent or carer, in accordance with our Safeguarding Policy and EYFS.

As part of our Safeguarding and Child Protection Policy, parents accept not to use their mobile phones or recording devices whilst at our Schools unless consent has been given (i.e. we might allow taking photos during an activity organised by a parent or during special events such as Sports Day, etc.). We also ask parents not to share emails and media from our Schools if it contains any sensitive data not directly related to their child. Confidentiality also covers parents/carers and staff not divulging personal or confidential information related to our schools.

13. Medical Care:

Parents must comply with the School's recommendations which may include a reasonable decision to release your child home when he or she is unwell and to not attend School if it is part of the Public Health Agency list of specific contagious conditions. You can read our Illness Policy, Medicines and Medical Conditions or visit the NHS website information, a printable version from the UK Health Security Agency can be found here: https://khub.net/documents/135939561/735696704/HPECS+guidance+Exclusion+table.pdf/7829f6cb-6040-c703-b938-fb764683aaec (please note this may not be the most up to date version).

Parents will be informed of accidents happening at School and will be required to sign an accident form (via Famly or paper copy if unavailable). For accidents of a more serious nature, involving emergency first aid or hospital treatment, all attempts will be made by the School to contact the parents. However, if parents cannot be contacted on time, Parents hereby authorise the Head to consent on their behalf to their child receiving emergency medical treatment where certified by an appropriately qualified person as necessary for their child's welfare.

Failure to disclose medical needs could impact the School's ability to safely care for the child.

14. Employment of our school staff by parents:

Chelsea Pre-Prep, Kingsland Pre-Prep, Grand West Pre-Prep and Archmore Gardens Pre-Prep, take pride in their staff and will always seek to protect our quality of education and care. Therefore, to ensure a safe and fair relationship between children and teachers in the School environment, we ask parents not to directly employ our staff for any purpose during the school week and term-time and, to not directly employ their child's teacher.

15. Events beyond the control of the parties:

Force Majeure: An event beyond the reasonable control of the School or the Parents is a Force Majeure Event and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak, repeat or rolling outbreaks of epidemic or pandemic of disease, failure of utility service or transportation, chemical or biological contamination, governmental order or regulation.

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Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the "force majeure", the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the "force majeure".

Notification: If the School is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that school shall immediately notify the parents in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

Continued Force Majeure: If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

Termination: If the Force Majeure Event continues for a total period greater than 240 days, the party in receipt of notification may terminate this contract by providing at least three working days' notice in writing to the other party.

16. Copyright:

We are a creative bunch at Chelsea Pre-Prep, Kingsland Pre-Prep, Grand West Pre-Prep, Archmore Gardens Pre-Prep and Rocket Productions, so we reserve sole copyright in any literary, musical, dramatic or artistic work created by the School or by a Child for a purpose associated with the artistic or cultural life of the School. The School will otherwise acknowledge the right of the child to assert copyright in work of which the pupil is the sole author. Thank you!