



Standard Terms and Conditions – The Parent Contract

1. The School

1.1. The School

The School is Fulham Prep School at 200 Greyhound Road - London W14 9SD and includes the Pre-Prep School at 47a Fulham High Street - London SW6 3JJ.

1.2. The Pupil

The pupil, subject to conduct and academic attainments, will progress through the school and if a boy, usually complete the year in which he attains 13 years or, if a girl, complete the year in which she attains 11 years (or if entering a 13+ examination, complete the year in which she attains 13 years).

1.3. The Head

The Head is the person appointed by the School to be responsible for the pupil and includes those to whom any of the duties and responsibilities of the Head or School have been properly delegated.

1.4. The Parent(s)

The parents are those who have parental responsibility and those referred to in clause 4.3 of these terms and conditions individually and jointly. Parents are expected to give their support and encouragement to the aims of the School and to uphold and promote its good name; to continue the pupil's education at home and to ensure that the pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.

1.5. Our Aims

The aims of the School are described in the Prospectus. In addition, the School aims to strike the balance between academic and practical work, physical education, moral and spiritual development and the pursuit of leisure activities. The School is committed to high standards of teaching and care and welcomes parental contact. The School is an environment in which pupils are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.

1.6. Changes at the School

A successful school must initiate and respond to change. The offer of a place and its acceptance are made on the basis that, in the interests of the School as a whole, reasonable changes may be made from time to time to these standard terms and conditions, to the size and location of the School, to its premises and facilities, to the academic and games curriculum and the structure and composition of classes and the way the School is run, to the rules and disciplinary framework, to the length of the school terms and the school day and to any other aspect of the School. Fee levels will be reviewed each year and there will be reasonable increases from time to time. If the ownership or legal status of the School changes, the School's rights and obligations under these terms and conditions, will be deemed assigned to the new entity.

Parents would be consulted and/or given adequate notice of any significant proposals or change of policy likely to affect the school community as a whole.

1.7. The Standard Terms and Conditions

We believe that these standard terms and conditions reflect the customs and practice of independent schools for many generations. The rules about change and about notice and fees in lieu of notice and the other rules set out below are provided in good faith. They are intended to promote stability, forward planning and the proper resourcing and development of the School. They also help to protect parents from increases in fees and liabilities caused by the defaults of others. Any waiver is effective only if given in writing by the Head personally. The fees list, as varied from time to time, is part of the terms and conditions. Nothing in these terms and conditions affects the statutory rights of parents.

2. Care and Good Discipline

2.1. Parents' Authority

The parents authorise the Head to act, where necessary, in loco parentis whilst the pupil is on the School premises and to take and/or authorise all decisions that safeguard and promote the pupil's welfare. Parents consent to such physical contact as may be lawful, appropriate and proper for teaching and to provide comfort to a pupil in distress or to maintain safety and good order. However, corporal punishment is not used in the School at any time. Parents also consent to emergency medical treatment within the United Kingdom including blood transfusions, general anaesthetic and operations under the NHS or at a private hospital where certified by a person who is appropriately qualified as being necessary for the pupil's welfare if parents cannot be contacted in time.

2.2. Conduct and Attendance

The School attaches particular importance to courtesy, integrity, manners and good discipline. The pupil is expected to take a full part in the activities of the School, to attend punctually on each school day, to work hard and to comply with all School rules about the wearing of uniform.

2.3. The Pupil's Health

The Head may, at any time, require a medical opinion or certificate as to the pupil's general health or any particular aspect of it. Parents must inform the Head in writing if the pupil has any known medical condition, health problem or allergy or has been in contact with infectious diseases or is unable for any reason to take part in games or sporting activities.

2.4. Conduct of the School

The Head is responsible for the care and good 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 Head is responsible also for the imposition of any sanction, including exclusion for non-payment of fees, suspension during investigation or following a breach of school discipline, and removal or expulsion under clause 6

below. The Headmistress is not responsible, unless negligent, for a pupil who is absent from the School in breach of school discipline. It is a condition of remaining at the School that parents and the pupil accept the School's regime and rules (insofar as they are lawful and reasonable) as to appearance and dress and the rules of school discipline that apply from time to time.

3. Admission and Entry to the School

3.1. Registration

Potential pupils will be considered formally as candidates for admission and entry to the School when the registration form has been completed and returned and the non-refundable registration fee has been paid. In the event that there is a greater number of pupils seeking entry to the School than the School has available places, registration will be at the sole discretion of the Head and she shall not be obliged to provide any explanation of her decisions in this respect. Admission and entry will be subject to the availability of a place and the pupil satisfying the admission requirements at the time. The school operates an equal opportunities policy.

3.2. Sibling entry

Preference will be given to younger brothers and sisters of children already within the School when allocating places. In the event of a sibling place being refused, the Head may in her sole discretion provide an explanation but is not obliged to do so.

3.3. Offer of a Place, Enrolment and Deposit

If in due course a place is offered, the deposit will be payable when parents accept the offer and must be received by the School together with the School's official Enrolment Form before the pupil is formally enrolled. Details of the deposit, which may be varied from time to time, are set out in the fees list. The deposit will be repaid, less any outstanding fees and/or extras, by cheque at the end of a child's time in the school, providing the correct notice has been given. In the event of a family having more than one child in the school, the deposit will be returned at the end of the youngest child's time in the school. Until returned it will form part of the general funds of the School.

4. Fees and extras

4.1. Items Covered

Fees as detailed on the School fees and charges list cover the normal curriculum together with most books and stationery. Other items incurred by the School or the pupil such as, but not limited to, lunch, snacks transport costs, School trips and clubs may be charged as extras. The pupil is for these purposes the agent of the parents. Damage done by a pupil, other than fair wear and tear, may be separately invoiced and must be paid as an extra.

4.2. Payment of fees and extras

Fees are due and payable on or before the first day of term. A pupil may be excluded from the School at any time if the fees are unpaid and will be deemed to have been withdrawn without notice 28 days after exclusion. The School is agent only in respect of any goods and services which are supplied by a third party via the School to pupils or their parents. Fees will not be waived or refunded for absence through sickness; or if a term is shortened or a vacation extended; or if a pupil is released home after

public examinations or otherwise before the normal end of term; or for any other cause whatsoever save in the sole discretion of the Head.

4.3. Responsibility for Payment

Fees are the joint and several responsibility of each person who has signed the Enrolment Form or who has parental responsibility for the pupil, or has paid any fees, or has returned the pupil to the School or given instructions in relation to the pupil. The School may withhold any information or property while fees are unpaid.

4.4. Method of Payment

The normal method of collection of School fees is by direct debit. The School understands that this method of payment is not always practical for all parents and requires that any exemption from the direct debit scheme is requested in writing to the finance office. The School reserves the right to charge an administration fee for any fees not paid by direct debit.

4.5. Payment of Fees by a third party

An agreement with a third party to pay the fees or any other sum due to the School does not release parents from any liability under these terms and conditions unless an express release has been given in writing signed by the Head or the Finance Administrator. The School reserves the right to refuse a payment from a third party. All such payments are accepted in good faith.

4.6. Late Payment

Fees are due on or before the first day of term. The School reserves the right to make a late payment charge on all fee invoices not settled by this date. Details of the late payment charge which will apply, which may be varied from time to time, are printed on the fee invoices, and the charge may be augmented by any amount necessary to cover administration and legal costs in relation to any sums that are unpaid by the due date. All such charges shall be recoverable by action if necessary. Any sum tendered that is less than the sum due and owing may in any event be accepted by the School on account only. The rules contained in clauses 4 and 5 of the Terms and Conditions are intended to protect those parents who pay fees on time and to safeguard the School against the consequences of the defaults of others.

4.7. Scholarships and Bursaries

Every scholarship and bursary is subject to high standards of behaviour, attendance and work. The terms of a scholarship or bursary and particularly the terms upon which benefits may become repayable are set out in the offer letter (if applicable) to parents.

4.8. Fee Payment arrangements

Any agreement by the School to accept payment of fees by any method other than direct debit or any other arrangement for payment of fees will cease automatically in the event of any default for 30 days or more. On ceasing, the full amount of fees then outstanding shall be payable forthwith as a debt and the late payment charge provisions will take effect where applicable.

5. Events Requiring Notice in Writing

5.1. Definitions

Notice to be given by parents' means (unless the contrary is stated in these terms and conditions) the following:

5.1.1. A term's notice means notice given on or before the first day of term, in writing, to expire at the end of term.

5.1.2. Half a term's notice means notice given on or before the first day of term, in writing, to expire at half-term, or notice given before half-term to expire at the end of term.

No other notice will suffice. Notices must be hand delivered or sent by recorded or guaranteed delivery post to the school address.

5.1.3. Provisional notice is valid only for the term in which it is given and only when written and accepted in writing by the Head, under the same conditions as under Notice above.

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

5.1.5. 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 or bursary.

5.2. Cancellation of Acceptance

Cancellation of a place which has been accepted is normally a breach of contract which can cause long term loss to the School if it occurs after other families have taken their decisions about schooling for their children. 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, a term's Fees will be payable and the deposit will be credited to the account. 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 the deposit will be retained by the School. Cases of serious illness or genuine hardship may receive special consideration on written request.

5.3. Withdrawal from the School

A term's notice must be given in writing before a pupil is withdrawn from the School or a term's fees in lieu will be due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled. The pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the parents. The School Year is deemed to start on 1 September in each year. The main reason for these rules is to ensure that the School has sufficient notice with which to plan fee levels, other resources and the curriculum.

6. Removal, Suspension and Expulsion of a Pupil

6.1. Removal and Suspension at the Request of the School

Parents may be required, during or at the end of a term, to remove the pupil, without refund of fees, temporarily or permanently from the School if, after consultation with a parent, the Head is of the opinion that the conduct or progress of the pupil has been unsatisfactory or if the pupil, in the judgement of the Head, is unwilling or unable to profit from the educational opportunities offered, or if a parent or pupil has treated the School or members of its staff unreasonably and if in any case removal is considered to be warranted. The acceptance deposit will be refunded in the event of removal from the School and fees in lieu of notice will not be charged but all outstanding fees for the Term in question will be payable in full.

6.2. Expulsion

A pupil may be expelled at any time if the Head is reasonably satisfied that the pupil's conduct (whether on or off school premises or in or out of term time) has been prejudicial to good order or school discipline or to the reputation of the School. The Head will act fairly and in accordance with the procedures of natural justice and will not expel a pupil other than in grave circumstances. There will be no refund of fees following expulsion (and all unpaid fees must be paid in full). The acceptance deposit will not be returned/credited; but fees in lieu of notice will not be charged.

6.3. Discretion of Head

The decision to suspend, require removal or expel a pupil and the manner and form of any announcement shall be in the sole discretion of the Head. In no circumstances shall the School or its staff be required to divulge to parents or others any confidential information or the identities of pupils or others who have given information which has led to suspension, the requirement to remove or expulsion or other information which the Head has acquired during an investigation.

6.4. Review

In the event of expulsion or of a pupil's removal being required, the parents may request for a review of the decision, such request to be made to the Head in writing within 30 days of the expulsion/removal.

6.5. Access

A pupil who has been withdrawn, suspended, removed or expelled from the School has no right to enter school premises without the written permission of the Head.

7. Data Protection

The School is registered as a Data Protection Controller and as such, receives and holds information on pupils in order to support their teaching and learning, to monitor and report on their progress, to provide pastoral care and to assess how well the School as a whole is doing. This information includes contact details, assessment results, attendance information, teaching and learning records, religious denomination, nationality, special educational needs and medical information.

8. General Conditions

8.1. Special Precautions

The Head needs to be aware of any matters that are relevant to the pupil's security and safety. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to a pupil for whom any special safety precautions may be needed. A parent may be excluded from school premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the pupil or of the School.

8.2. Residence during Term Time

The Head must be notified in writing immediately if a pupil will be residing other than with a person who has parental responsibility.

8.3. Absence of Parents

When both parents will be absent from the pupil's home for a 24 hour period or longer, the School requires, in writing, the name, address and telephone number for 24 hour contact of the adult to whom parental responsibility has been delegated in loco parentis.

8.4. Liability and Insurance

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 parents including insurance of the pupil's personal property whilst at the school or on the way to or from school or on any school sponsored activity away from the School. The School is not the agent of the parents for any purposes related to insurance.

8.5. Pupils' Personal Property

Pupils are responsible for the security and safe use of all personal property and they or their parents are responsible for ensuring that all such property is clearly marked with the owner's name. A pupil may not bring any item of equipment on to school premises which runs off mains electricity without the prior written permission of the Head.

8.6. Concerns/Complaints

Parents, who have cause for serious concern as to a matter of safety, care or quality of education should inform the Head without delay.

8.7. Learning Difficulties & Special Needs

Parents must notify the Head without delay in writing if they have any knowledge of or suspect that a pupil or anyone in his or her immediate family has a learning difficulty which amounts to a "special education need" (e.g. dyslexia). Parents agree to provide the School with copies of all written reports and other relevant information. The School undertakes to monitor each pupil's progress and will do all that is reasonable in the case of each pupil to detect and deal appropriately with a learning difficulty. Twice a year, parents will receive a report in writing and will have an opportunity to meet with the pupil's form and subject teachers. Parents will be notified if it appears that the pupil is falling behind with studies but the School's staff are not qualified to make a medical diagnosis of specific learning difficulty conditions including those commonly referred to as dyslexia, dyspraxia, dyscalculia, attention deficit disorder or poor visual acuity. The screening tests available to schools are indicative only, not infallible. The School will, on request, advise parents as to how they may, at their own expense, obtain specialist advice. SEN (Special Educational Needs) teaching provided by the School will be charged as an extra. Parents may be asked to remove a pupil, without being charged fees in lieu of notice if, in the professional judgement of the Head and after consultation with Parents and (where appropriate) the pupil the School cannot provide adequately for a pupil's special educational needs.

8.8. Confidentiality

The parents consent on the pupil's behalf to the School's staff, acting conscientiously and in a professional capacity, informing others and the Head and parents in confidence of any matter concerning the pupil which, in their opinion, is material to the safety and well-being of the pupil and/or others. The parents consent also to the School communicating with any other school which the pupil attends or which a parent proposes the pupil should attend about any matter concerning the pupil or about payment of fees, whether or not the information passing is in machine-readable form. In all other respects, the School will take care to preserve the confidentiality of information concerning the pupil and parents.

8.9. Examinations, Reports and References

The School will enter a pupil's name for an examination if the Head is satisfied that such examination is in the best interests of the pupil. Information supplied to parents and others concerning the progress and character of a pupil and about examination, further education and career prospects and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the School. Where parents are separated or divorced, reports and other information will normally be sent to the person with whom the pupil usually resides. Duplicate reports will be sent upon request at no extra charge.

8.10. Copyright

The School reserves sole copyright in any literary, musical, dramatic or artistic work created by the School or by a pupil for a purpose associated with the artistic or cultural life of the School but will otherwise acknowledge the right of the pupil to assert copyright in work of which the pupil is the sole author.

8.11. Prospectus and website

The prospectus and website describe the broad principles on which the School is presently run and give an indication of its history and ethos. Although believed correct at the time of publishing, the information contained in them does not form part of any agreement between the parents and the School. Parents wishing to place specific reliance on a matter given in the prospectus or on the website should seek written confirmation of that matter before entering this agreement.

8.12. Consumer Protection

Care has been taken to use plain language in these terms and conditions and to explain the reasons for any of the terms that may appear one-sided. If any word/s, alone or in combination, infringe the Unfair Terms in Consumer Contracts Regulations 1994 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.

8.13. Third Party Rights

Only the School and the parents are parties to this contract. The pupil is not a party to it. The acts and omissions of parents are binding on the pupil and vice versa as to any matter concerning behaviour, discipline and fees. All requests and authorities by the parents are treated as being made on behalf of the pupil and vice versa.

8.14. Interpretation

These terms and conditions supersede those in the prospectus and elsewhere and will be construed as a whole. Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of the terms and conditions.

8.15. Jurisdiction

This contract is governed exclusively by English Law and the courts of England