



TERMS AND CONDITIONS

Introduction

These Terms and Conditions together with the Offer, the Acceptance Form and Fees and Financial Conditions Schedule form the basis of a legally binding contract between Parents and the School for the provision of educational services. The School's website does not constitute a contractual document.

Definitions

The singular shall include the plural.

- **“The School”** is the Avenue Nursery and Pre-Preparatory School, 2 Highgate Avenue, Highgate N6 5RX operated by Cantabile Limited, a company registered in England and Wales under registration number 5477547.
- **“The Principal”** means the person with overall responsibility for the running of the School.
- **“The Head”** means the person who has been appointed by the Principal for the day to day running of the School as now or in the future constituted and any successor.
- **“Staff”** shall include permanent staff, peripatetic staff, temporary staff, and/or trainee staff.
- **“We”** means the School and its Staff.
- **“Carer”** means any person who has been appointed by the Parents to collect their child from the School.
- **“You”** or the **“Parent(s)”**: means every person who has signed the acceptance/entry form as parent or guardian or has Legal Responsibility for the prospective pupil. Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions.
- **“Legal Responsibility”** means responsibility as the biological parents of a child, whether they are married or not and anyone who has parental responsibility for a child although not a biological parent.
- **“Deposit”** means a sum, in the amount set out in the School's Offer of a place at the School, payable on acceptance of such offer in order to secure the place offered.
- **“Doctor”** means the medical practitioner whose name appears on the Registration, Consent and Medical Form or any other medical practitioner in the same practice.

1. Entry to the School.

- a. **Registration.** A completed registration form, together with a non-refundable current registration fee, is required in order to register for entry to the School. The registration form is available on the School's website. Registration is not a guarantee of a place in the School.
- b. **Offer of a place.** An offer of a place at the School (**“Offer”**) is made in writing to the Parents of the child in question. The dated offer letter will enclose forms for completion and return to the School.
- c. **Acceptance.** Acceptance of the School's Offer is made by completion and return of the acceptance form (which is sent with the Offer) (**“Acceptance Form”**) and payment of a Deposit, which is not refundable if the pupil does not take up the place offered.
- d. **Acceptance Deposit.** The Deposit will be repaid to the Parents when the pupil leaves the School, if and only if all the relevant notice provisions in paragraph 3 of the School's Terms and Conditions (Notice Period for Withdrawal of a Pupil) have been satisfied.



- e. **Other Forms.** After the Acceptance Form has been duly completed and received by the School office, you will be sent certain other forms (including a Registration, Consent and Medical Form) for completion.
- f. **Unconditional Offer to Join Reception.** During the Spring Term, Parents of Nursery pupils will receive unconditional offer letters for their child to join Reception (“**Unconditional Offer to Join Reception**”) in the upcoming Autumn Term. Each child’s place in Reception will be secured only if the Acceptance Form (enclosed with the Unconditional Offer to Join Reception) and additional deposit (“**Additional Deposit**”) is received by the School office by the date indicated in the Unconditional Offer to Join Reception (“**Unconditional Offer Acceptance Date**”). Upon receipt of acceptance of such offer, your original Deposit, along with Additional Deposit, will be transferred to secure your child’s place in Reception.

2. Fees and Financial Responsibility

Fees and Extras

a. Items covered.

- i. **Fees.** Fees cover payment for the normal school curriculum as taught together with most books, stationery and such like items. In addition, the fees include a contribution to the cost of School trips organised for your child and the full cost of regular off-site activities made available for Reception, Year 1 and Year 2 children. Lost or damaged articles of School property may be charged as Extras.
- ii. **Extras.** These include, but are not restricted to, the cost of School hats and caps (which are supplied through the School office), payment for events held at the School (in respect of which your attendance is voluntary), and any other sums which may become due in respect of events held at the School.
- iii. **Lunches.** This is a service run independently of the School and any arrangement you make is between you and the provider.

b. By whom Payable.

- i. **Responsibility.** The Fees are the joint and several liability of every person who signed the Acceptance Form or any other person who has with the written consent of the School, accepted responsibility for the payment of Fees. You will be notified of the Fees due by invoice before the end of the previous term.
- ii. **VAT on Fees:** Parents of children in Reception, Year 1, and Year 2 are responsible for paying any VAT due on fees, at the prevailing rate for the relevant period, as applicable.

c. When Payable.

- i. Each invoice must be paid in full on or before the first day of term. We reserve the right to refuse to allow a pupil to attend the School while any fees remain unpaid.
- ii. **Late payment of fees.** We reserve the right to charge interest and an administration charge of £100 (plus VAT if applicable) for late payment of fees.
- iii. **Outstanding Fees.** You consent to us, at our discretion, informing any other school or educational establishment to which you propose to send your child after leaving the School of any fees outstanding owed to the School before departure.

- d. **Fees Refund** Fees and pre-paid Extras will not be refunded in respect of any period or periods of absence from the School under any circumstances.



- e. **Fee Increases.** The School will inform Parents of any fee increase during the Summer Term. The School reserves the right to increase the Registration Fee or Deposit payable at any time.

3. **Notice Period for Withdrawal of a Pupil.**

- a. The School requires one full term's notice, alternatively one term's fees in lieu of notice, to be received at the School before the removal of a pupil from the School by their Parents. For the avoidance of doubt, "one full term" runs from the first day of term to the last day of a term and not a period covering parts of two terms. "Notice" means a term's written notice given by:
 - i. both Parents or
 - ii. one Parent with the prior written consent of the other Parent; or
 - iii. any other person with Legal Responsibility.

before the first day of term. Written notice is to be addressed to and received by the Principal, or the School office on the Principal's behalf. It is expected that the Parents will consult with the Head or Principal before giving notice to withdraw a pupil.

- b. Provided that proper notice has been given in accordance with paragraph 3 (a) above, the Deposit will be set off against the final term's fees (which fees may be subject to VAT). Any surplus monies held by the School following set off of the Deposit will be paid back within 30 days of the last day of the pupil's final term. If proper notice is not received, both the Deposit and any Additional Deposit shall be retained by the School and any fees for the following term will be owed in addition.
- c. If Parents have accepted an Unconditional Offer to Join Reception, but subsequently wish to withdraw their child from Reception for the upcoming Autumn Term, the School requires written notice addressed to the Principal or the School office on the Principal's behalf to be received at the School on or before the Unconditional Offer Acceptance Date. If such notice is not received on or before the Unconditional Offer Acceptance Date or is received after such date, the Deposit will be retained. If notice is received after the start of the summer term and the pupil does not take up their accepted place in Reception, one full term's fees, less the Deposit, will be payable.

4. **Exclusion or Suspension of a Pupil.**

- a. The Principal may in their absolute discretion suspend a pupil from the School, for a defined period or exclude them permanently, if the Principal considers that:
 - i. attendance, progress or behaviour of a pupil has been significantly unsatisfactory, or
 - ii. the behaviour of the Parent(s), or either of them, or of any person having Legal Responsibility for a pupil, towards the Principal and/or any member of the Staff is (or has been) in the opinion of the Principal, rude or aggressive.
- b. During any period of suspension or upon any exclusion there will be no entitlement to any refund of fees, Deposit, Additional Deposit and/or extras which have been paid.



5. School Rules and Discipline.

- a. The School's Behaviour Management Policies which are current at the time apply to all pupils. These are available to read on the School's website.
- b. It is a condition of remaining at the School that each pupil shall attend it regularly and punctually and that the pupil shall comply with its rules of appearance, dress and behaviour.

6. The School's Care and Education of your Child

- a. **Organisation.** We reserve the right to organise the curriculum and its delivery in a way which is most appropriate to the School community as a whole. Our policy on class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils. Any Parent who has specific requirements or concerns about any aspect of their pupil's education or progress should contact their child's teacher or any other appropriate member of Staff, as soon as possible, or contact the Principal/Head in the case of serious concern.
- b. **Physical contact.** You consent to your child being exposed to such physical contact from members of the Staff as may be lawful, reasonable and proportionate for safety and for maintaining good order.
- c. **Urgent Medical Care.** Should the pupil require urgent medical attention and we are unable to contact you, we shall be authorised to make any decisions regarding their treatment on your behalf in as far as practicable in consultation with the Doctor whose name appears on the Registration, Consent and Medical Form.
- d. **Health Issues.**
 - i) It is a condition of the pupil joining and continuing to remain at the School that you complete, submit and review as necessary a full and up to date medical history of the pupil, providing any information regarding the pupil's health as may be necessary. This should include any known learning difficulty, medical condition, health problem or allergy affecting the pupil of which we should be aware. This information will be held in confidence.
 - ii) It is your responsibility to inform the School in as soon as possible by telephone/email to the School Secretary if your child is unable to attend School through illness.
 - iii) In the case of an infectious illness, the School office/the Principal/the Head **must** be informed as soon as possible by telephone/email.
- e. **Court Orders.** The Principal must be notified in *writing immediately* of the making of any court order affecting the pupil and the effects of such an order. Furthermore, The Principal has the right to read a copy of any such court order, if he/she so desires. In the light of a court order, a Parent may be excluded from the School premises if the Principal considers it to be in the best interests of the pupil or the School.
- f. **Absence.** Permission for the absence of a pupil from the School must first be obtained in writing from the Principal, save for absence through illness (see above). If a pupil has been absent from School without authorisation from the Principal, a letter of explanation for the unauthorised absence must be given to the Principal as soon as reasonably practicable.
- g. **Principal's/Head's Authority.** The Parents authorise the Principal/Head to take and/or authorise in good faith all decisions which they consider on proper grounds will safeguard and promote the pupil's welfare and/or that of the School.



h. **Special Need**

- i. We (the School) are not qualified to diagnose dyslexia or other learning or behavioural difficulties in children. However, we shall advise you if we have any particular concerns about your child and assist you in obtaining appropriate diagnosis should it become necessary.
- ii. **‘The Cantabile® Care Programme’ (CCP).**
 - We offer additional Speech and Language Therapy and Occupational Therapy sessions for any pupil whom we think would thereby benefit. This is available under the “The Cantabile® Care Programme”.
 - *Group* sessions are held regularly with both a visiting Speech and Language therapist and an Occupational Therapist.
 - Any such additional *one to one* sessions will be charged directly to the Parents by the therapists concerned. Further details regarding the CCP may be obtained from the School office.

7. **Collection of Pupils from School.**

- a. It is **very important** that all Parents/Carers confirm daily at drop-off who is authorised to collect their child so that the teacher can record on the “Collect” list ensuring it is up to date and accurate. This informs us as to who will be collecting the pupil. If a change to the collection arrangements occurs after drop-off, the Parent/Carer must contact the school by telephone and give details of revised arrangements.
- b. Anyone proposed for collecting a pupil who is hitherto unknown to the School or its Staff should be brought to the school on a previous occasion and introduced to the relevant Staff. The School must be informed in writing of the name, status and contact telephone number and photograph of such person.

8. **Communication with Parents.**

- a. It is essential that Parents keep the School office informed of any changes in home or email address or home or mobile telephone numbers et cetera. in the event that we need to contact you, including the contact details of any person who will be picking up the pupil. This is a contractual duty on their part. Communication or instructions from one of the Parents or any person with Legal Responsibility shall be deemed by the School to be received from both Parents. Regular correspondence from the School to Parents is posted on the School’s website in the Parental Log-in area.
- b. **Absence:** Parents must inform the School if they are absent from the child’s home overnight or longer and provide contact details for the adult responsible for the child during that period.
- c. **Absence of Parents.** The School must be informed when both Parents are to be absent from the pupil’s home overnight or for a twenty-four hour period or longer. The School must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have care of the pupil during that period.

9. **General Matters**

- a. **Complaints Procedure for Parents.** The School has a complaints procedure for Parents which should be referred to in the event that a complaint or concern arises. The Parental Complaints Policy is available from the School’s website or can be provided by the School office on request.



- b. **Personal property.** The School does not accept any responsibility/liability for personal property brought onto the School premises. All personal items (including school uniforms) must be clearly and adequately labelled.
- c. **Insurance.** The School maintains a school and college insurance policy issued by Ecclesiastical, policy number 02/ISS/0349054. A copy of this policy is available for inspection.
- d. **Data Protection.** The School is registered under the Data Protection Act, with registration number Z9595877. By signing the Acceptance Form or by agreeing to be bound by these Terms and Conditions the Parents of behalf of themselves and as far as they are able on behalf of the pupil, consent to the processing by the School of personal information including financial information relating to the Parents and sensitive personal information relating to the Parent and/or pupil as is deemed necessary and legitimate.
- e. **Confidentiality and references.** You consent to the School providing relevant information about the pupil to any intended educational institution of which the School has been informed, upon its request for such information.
- f. **Right to receive information.** Those who have Legal Responsibility are entitled to receive relevant information concerning the pupil whether or not they are 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 best interests and welfare of the pupil.

10. Variation of Terms

All or part of these Terms and Conditions may be subject to variation at the sole discretion of the School from time to time. Such variations shall become effective 7 days after the notification to Parents via email (including where such email contains a link to the updated terms on the School's website). The latest version of these Terms and Conditions can be found [here](#).

11. Acknowledgement of Responsibility:

By signing the Acceptance Form, Parents acknowledge their responsibility to pay any applicable VAT on fees for children in Reception, Year 1, and Year 2, as required by law.

12. Law and Jurisdiction:

These Terms and Conditions are governed by the laws of England and Wales, and any disputes shall be resolved through the courts of England and Wales or, if all parties consent, via arbitration.

October 2024