



St Philomena's School  
Frinton-on-Sea

## **Terms and Conditions**

## **1) St Philomena's School**

- (a) The School is St. Philomena's School Limited and its Governing Body as they are now or in the future constituted. When a child enters the School it is assumed that they will in due course complete their primary education at St Philomena's School subject to conduct and academic attainments.
- (b) The Headteacher is the person appointed by the Governing Body to be the person responsible for the pupils which includes any to whom the duties of Headteacher or Governing Body has been responsibly delegated.
- (c) The Parents are those who have parental responsibility and those referred to at clause 4(d) 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 child's education at home and to ensure that the child maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and hygiene.
- (d) Catholic Ethos: The School aims to be a community within the wider Catholic body which promotes by its teaching, relationships and worship, the following of Christ by its members. The whole curriculum and way of life of the School is designed to foster spiritual development and to enable pupils to grow in every way to Christian maturity. It is rooted in a religious understanding of life based on the Gospel. The School's Values are displayed throughout the school.
- (e) Our Aims: The aims of the School are described in the Prospectus. Overall St Philomena's School aims to strike the balance between academic work, practical work, creativity, physical education, moral and spiritual development; the development of the 'whole child'. We are committed to high standards of teaching and care and we welcome 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.
- (f) Changes at the School: A successful school must initiate and respond to change. The offer of a place and its acceptance are given 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 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 increased as necessary. 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.
- (g) 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 above are provided in good faith. They 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 Headteacher personally. The Fees List as varied from time to time, is part of these Terms and Conditions. Nothing in these Terms and Conditions affects the statutory rights of parents.

## **2) Care and Good Discipline**

The Parents hereby confirm that they accept the authority of the Headteacher and of other members of staff on the Headteacher's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each pupil and the School community as a whole. The School's disciplinary policy which is current at the time applies to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.

In order to fulfil our obligations, we need parents' co-operation, including in particular by: fulfilling their own obligations under these terms and conditions; encouraging their child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect their child; maintaining a courteous and constructive relationship with all School staff; providing cooperation and assistance to the School to ensure (so far as reasonable and in appropriate and/or necessary circumstances) that their child can

participate and benefit from the School's provision of education to their child in accordance with the terms of this agreement, including where the School wishes to provide such education remotely; and attending meetings and otherwise keeping in touch with the School where their child's interests so require.

- (a) **Parents' Authority:** The parents authorise the Headteacher while in loco parentis to take and/or authorise in good faith all decisions that safeguard and promote the welfare of the pupil. 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. (Corporal punishment is not used). Parents consent also to emergency medical treatment, including blood transfusions within the United Kingdom, general anaesthetic and operation under NHS or at a private hospital where certified by a person who is appropriately qualified, necessary for the pupil's welfare and if parents cannot be contacted in time, unless the School has it on record that such treatment is not to be given. Parents consent to their child participating in contact and non-contact sports and other activities as part of the normal School and extra-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
- (b) **Conduct and Attendance:** We attach 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, to be well behaved and to comply with the school's Uniform Policy.
- (c) **The Pupil's Health:** The Headteacher may at any time require a medical opinion or certificate as to the pupil's general health. Parents must inform the Headteacher in writing if the pupil has any known medical condition, health problem or allergy or be unable to take part in games or sporting activities or has been in contact with infectious diseases. The pupil must not be sent to School if unwell.
- (d) **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the pupil, any history of a learning difficulty on the part of the pupil or any member of their immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety or any change in the financial circumstances of parent/s of pupil awarded a bursary by the School.
- (e) **Conduct of the School:** The Headteacher 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 Headteacher 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 Headteacher 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 regime and code of behaviour (in so far as they are lawful and reasonable). There is a strict Anti-Bullying Policy which would be enforced by expulsion if necessary.
- (f) **The School's Pupil Behaviour Policy:** The School's Code of Conduct is displayed in every classroom. Pupils are familiar with the Code of Conduct as regular reminders are given on a whole school basis in assemblies. The purpose of the School's Policy is to help every pupil to know what is expected and to encourage courtesy and consideration for others. Each pupil and parent should read the School Policy.
- (g) **Confidentiality:** The Parents authorise the Headteacher to override their own and (so far as they are entitled to do so) the Pupil's rights of confidentiality, and to impart confidential information on a 'need-to-know' basis where necessary to safeguard or promote the pupil's welfare or to avert a perceived risk of serious harm to the pupil or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the pupil may have. The School reserves the right to monitor the pupil's e-mail communications and internet use.
- (h) Parents are expected to co-operate with the School, to support their child's learning and ensure the correct uniform is worn.

### **3) Admission and Entry to the School**

- (a) **Registration:** Pupils will be considered as candidates for admission and entry to the School when the Registration Form has been completed and returned to us and the non-returnable administration fee paid. Admission and entry will be subject to the availability of a place and that the pupil satisfies the admission requirements at the time. The payment of the administration fee does not guarantee a place. The School operates an Equal Opportunities Policy.

- (b) Offer of a Place and Acceptance Fee(s): If, in due course, a place is offered, the acceptance fee will be payable when parents accept the offer. Details of deposits are set out in the Fees List. Until credited it will form part of the general funds of the School. The Acceptance Fee will be repaid (less any amounts owed to the school) by means of a bank transfer without interest paid within three months of the child leaving the school.
- (c) Attendance: Children are admitted to the School at any stage, subject to space, although the majority of our pupils join the School in Reception. In the half term prior to admission the pupils attend a half or full induction day. This is free of charge. Upon admission pupils attend school full-time. Parents should follow the School's Absence Procedure in the event of illness etc. Pupils should not be absent from school during term time for holidays, as this can be detrimental to the pupil's progress. Any requests for absence must be in writing to the Headteacher in advance. Any request for absence will be judged upon its merits and the School may object to the child being absent from School.

#### **4) Fees and Extras**

- (a) Items covered: Fees cover the normal curriculum including text and exercise books. Most after school club activities are also covered. Other items such as individual music tuition, external examination fees and diagnostic testing fees incurred by the School or the pupil may be charged as extras. The pupil is for these purposes agent of the parents. Damage done by a pupil, other than for wear and tear, may be separately invoiced and must be paid as an extra.
- (b) Payment of fees and extras: Each invoice must be paid **before** the first day of term. Payment of fees must be paid by card payments or bank transfer; payments by cash or cheque will not be accepted. A pupil may be excluded from School at any time when fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion. (Then a term's fees in lieu of notice would be payable). In the event of failure of payment refer to Debt Collection Policy. The School is agent only in respect of any goods and services which are supplied by a third party via the School to parents or pupils. Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a pupil is released home before the normal end of term or for any other cause.
- (c) Fees are due and payable before the commencement of the School term to which they relate. If one or more items on the invoice are under query, the balance of the bill must be paid. It is the parents'/carers' responsibility to make sure that they have received a invoice.
- (d) Responsibility for payment: Fees are the joint and several responsibility of each person who has signed the Acceptance Form or who has parental responsibility for the pupil or has paid any fees or has knowingly 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.
- (e) 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 Business Manager. The School reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.
- (f) Late Payment: Should a payment of fees not be made prior to the commencement of term then an additional charge of £100 shall be made. This charge is made so as to offset additional costs of debt management and to help protect the interests of those parents who do pay fees on time. In addition the right is reserved to make late payment charges composed of simple Interest calculated on a daily basis at 1.5% per month, from the first day of each term, and all administration and legal costs in relation to any sums that are unpaid by the due date. It is agreed that the amount of all late payment charges should reflect the commercial rates that would be applied by a financial institution in a case of unauthorised and unsecured borrowing. Such charges will 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 in clauses 4 and 5 of these terms and conditions are intended to protect those parents who pay fees on time and to safeguard the School against consequences of the defaults of others.
- (g) Instalment arrangements: An agreement with School Fee Plan or similar body to pay by standing order or direct debit or any other arrangement for payment of fees by instalments will cease automatically in the event of default for 30 days or more. On ceasing, the full amount of fees then due shall be payable forthwith as a debt and interest will start to accrue.

- (h) Exclusion for Non-Payment: The right is reserved on 2 days written notice to exclude the Pupil while fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to a Governors' Review will not normally arise but the Chairman of Governors has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the Parents. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Pupil. A pupil who has been excluded at any time when fees are unpaid will be *deemed withdrawn* without notice twenty-eight days after exclusion. (Then a term's Fees in lieu of notice will be payable in accordance with the policy.) In the event of failure of payment refer to Debt Collection Policy.

## **5) Events Requiring Notice in Writing**

- (a) Definitions: Notice to be given by parents means (unless the contrary is stated in these terms and conditions) a term's written notice addressed to and actually received by the Headteacher by the first day of the term at the end of which the pupil will leave. No other notice will suffice. Notices must be hand delivered or sent by recorded or guaranteed delivery post to the School address. Term means the period between and including the first and last days of each school term and does not include holidays. 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.
- (b) Withdrawal from the School: A term's notice must be given 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 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 and Expulsion of a Pupil**

- (a) Removal 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 Headteacher is of the opinion that the conduct or progress of the pupil has been unsatisfactory or if the pupil, in the judgement of the Headteacher, is unwilling or unable to profit from the educational opportunities offered (or a parent has treated the School or members of its Staff unreasonably) and in any such case removal is considered to be warranted. The Acceptance Deposit will be refunded in the event of removal at the request of the School and fees in lieu of notice will not be charged but all outstanding fees would be payable in full, without liability on the part of the School.
- (b) Expulsion: A pupil may be expelled at any time if the Headteacher 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 Headteacher 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) The Acceptance Deposit will not be returned/credited but fees in lieu of notice will not be charged.
- (c) Discretion of Headteacher: The decision to exclude, suspend or require removal or expel a pupil and the manner and form of any announcement shall be in the sole discretion of the Headteacher. In no circumstances shall the School or its staff be required to divulge to parent/s 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 which the Headteacher has acquired during an investigation.
- (d) Review: In the event of exclusion or of a pupil's removal being required, the Headteacher will advise parents of the procedure under which a written application for a review of the decision may be made.
- (e) Access: A pupil who has been withdrawn, excluded, suspended, removed or expelled from the School has no right to enter the School premises without the written permission of the Headteacher.

## **7) General Conditions**

- (a) Special Precautions: The Headteacher needs to be aware of any matters that are relevant to the pupil's security and safety. The Headteacher 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 Headteacher, acting in a proper manner, considers such exclusion to be in the best interests of the pupil or of the School.

- (b) **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.
- (c) **Liability and Insurances:** 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 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 purpose related to insurance.
- (d) **Personal Property:** Pupils are responsible for the security and safe use of all personal property and 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 Headteacher or School Secretary.
- (e) **Concerns:** Parents, who have cause for serious concern as to a matter of safety, care or quality of education must inform the Headteacher without delay.
- (f) **'Complaints Procedure'** means the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the School. It is not intended to form part of the contract between the parent and the School. A copy of the most up-to-date procedure is available on the School's website and available from the School at any time upon request.
- (g) The School is a mainstream one with a Catholic ethos but welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. Despite the physical limitations at the school we strive to do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our responsibilities under the Special Educational Needs & Disability Act 2001 in order to accommodate the needs of pupils and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately.
- (h) **Special Needs:** The School works closely with the parents and any outside agencies to ensure that the individual needs of the pupils are met. Each pupil's progress is monitored and they may take part in screening assessments in order to identify their needs. Parents will be invited to discuss their child's progress if it appears that the pupil is falling behind with studies or displays any other causes for concern regarding general development. The School does not, however, undertake to diagnose conditions such as those commonly referred to as dyslexia, dyscalculia, dyspraxia, attention deficit disorder or poor visual acuity. The School will, on request, advise parents as to how they may, at their own expense, obtain specialist advice.
- (i) **Medical Supervision:** The Headteacher may at any time require a medical certificate as to the general health of the pupil or (where grounds for suspicion exist) to require the pupil to give a biological sample under medical supervision to test for the use of illegal drugs or other substances damaging to health. Such sample will not form part of the pupil's permanent medical record.
- (j) **Confidentiality:** The parents' consent 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.
- (k) **Examinations, Reports and References:** The School will enter a pupil's name for an examination if the Headteacher is satisfied that such 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 where parents are separated or divorced, reports and other information will be sent to both parents.
- (l) **Copyright:** The School reserves sole copyright in any literary, musical, dramatic or artistic work created by the School or by a pupil for purposes 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.
- (m) **Transport:** The Parents' consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type

- (n) 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.
- (o) Photographs: It is the custom and practice of most independent schools, and of this School, to include some photographs or images of pupils in the School's promotional material such as the website and social media. We would not disclose the name or home address of a child without the parents' consent. Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and must write immediately to the Headteacher requesting an acknowledgement of their letter.
- (p) 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.
- (q) Jurisdiction: This contract was made at the School and is governed exclusively by English Law and the Courts of England.

### **8) Force Majeure (ie Circumstances Beyond Our Control)**

In this agreement "force majeure" shall mean any cause beyond a party's control, including, for the avoidance of doubt, acts of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

- (a) In the event of a force majeure 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. 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. The School shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).
- (b) Subject to Clause 8(a), if the School is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the School shall notify parents of the steps it shall take to ensure performance of the agreement and parents shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying fees in lieu.
- (c) In the event that a child is unable to attend (or is likely not to be able to attend) the School due to reasons of their severe ill-health or physical impairment caused by a force majeure, parents shall give the School notice in writing of such circumstances and the following provisions shall apply:
  - a) Parents shall, in consultation and cooperation with the School, use all reasonable endeavours to mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement in any way that is reasonably practicable in the circumstances (such that the child can still participate and benefit from the provision of education by the School, including for example participating remotely); and resume the performance of the obligations as soon as reasonably possible;
  - b) In circumstances where, following the efforts made and steps taken under Clause 8.c.a, a child is not able to participate and benefit from any level of provision of education by the School then parents shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and
  - c) in the event of the force majeure continuing to prevent a child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six months parents shall discuss with the School a solution by which this agreement may be performed and,

following such discussions, parents shall be entitled to cancel the agreement on written notice and without giving a term's notice or paying a term's fees in lieu.

*We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications a minimum of ten days prior to the beginning of the ultimate term before the modifications are to take effect.*

*St Philomena's School Limited: a company limited by guarantee. Registered in England No. 2071112.  
Registered Charity No. 298635.*

*(October 2022 - to be reviewed October 2025)*