

# The Belvedere Preparatory School LLP

## TERMS AND CONDITIONS

PLEASE DETACH THESE BEFORE RETURNING THE ACCEPTANCE FORM TO THE SCHOOL AND KEEP THEM FOR FUTURE REFERENCE

### 1. DEFINITIONS

In these Terms and Conditions, the following expressions have the following meaning:

<b>Acceptance Form</b>	the form of acceptance that refers to these Terms and Conditions as the basis of your contract with the School.
<b>Additional Charges</b>	items not included in the Fees, for example, breakfast/after school care and clubs, residential visits, uniform, individual lessons or additional tuition, specialist services, lunch.
<b>Deposit</b>	a sum of money held by the School for the purpose of setting off the parent's financial liabilities to the School arising as a result of the Parent or Payer's breach of this Agreement payable on account in accordance with Clause 4. The value of the Deposit is as fixed from time to time by the School and published on the Website.
<b>Default Event</b>	the failure of the Payer to pay fees on or before the date they are due which triggers that Term's Fees to be immediately payable.
<b>Direct Debit Mandate</b>	the Direct Debit form provided with the Acceptance form to facilitate the payment of Fees.
<b>Fees</b>	the Fees for the School published from time to time on the Website in consideration of tuition (other than extra subjects and individual lessons or support and any additional fees applicable to these lessons).
<b>Fixed Period of Exclusion</b>	exclusion from the School premises for any period fixed by the Head and confirmed in writing.
<b>Head</b>	the Head Teacher/Principal of the School (or person acting as Head Teacher) from time to time.
<b>Parent</b>	one or more of the signatories to the acceptance form, also referred to as 'you' or 'your'.
<b>Payer</b>	the signatory or signatories to box C of the Acceptance Form and to the Direct Debit mandate (if applicable) who are responsible for the payment of Fees to the School.
<b>Permanent Exclusion</b>	removal from the School roll.
<b>Pupil</b>	the person stated at section A of the acceptance form.
<b>School</b>	The Belvedere Preparatory School LLP
<b>School Rules</b>	School Rules/ Codes of Conduct/ Policies and Regulations from time to time.
<b>School Office</b>	the School's office situation at 23 Belvidere Road, Princes Park, Liverpool L8 3TF
<b>Term</b>	the academic Term(s) of the School as varied from year to year, the dates of which are available on the Website from time to time. The academic year is typically comprised of three Terms.
<b>'this Agreement'</b>	means the contract between the Parent (and Payer if they are not the same) and the School for the provision of schooling for the Pupil as governed by these Terms and Conditions.
<b>Junior School</b>	Reception Class to Year 6.

### 2. AGREEMENT

A legally binding Agreement is made when the completed Acceptance Form, Deposit and the Direct Debit mandate are received by the School on or before the date specified by the Head.

- (a) In entering into the Agreement the Parent and the Payer agree that they and the Pupil will:
- be bound by the School Rules and by these Terms and Conditions; and;
  - support the School in maintaining its ethos and good standards of behaviour.
- (b) The rights of the School under this Agreement will not be waived even if these Terms and Conditions are not enforced.

### (3) DEPOSIT

- (a) The Parent must pay a Deposit in order to accept the Pupil's offer of a place at the School.
- (b) The School will keep the Deposit if the place, as formally offered to the Pupil in the Acceptance Form, is not accepted.
- (c) The School may elect in its sole discretion to waive the Deposit if the Pupil is awarded a bursary.
- (d) The Deposit will be held by the School on account for the purpose of offsetting financial obligations owed to the School arising from the Parent's or Payer's breach of this Agreement.
- (e) The Parent and/or Payer will receive no interest on the Deposit.
- (f) The Deposit will only be refunded if your child completes Junior School at the Belvedere Preparatory School (i.e. departure at the end of the final Term of Year 6).

### 3. FEES

- (a) The Payer must pay the Fees on or before the date they are due.
- (b) Fees are due Termly in advance by direct debit on or before the 1st day of each Term, subject to clause 4 (d).
- (c) A Default Event occurs if Fees are not paid in accordance with clauses 4 (a-b) subject to clause 4(d).
- (d) Alternatively to clause 4(a) the Payer may elect to pay each Term's Fees by direct debit by in 10 equal monthly instalments (September to June of each year) in which case they are due on the day specified on the Direct Debit Mandate of each month in which they are payable and if the School does not receive payment on the day specified in the Direct Debit Mandate, a Default Event occurs.
- (i) To pay by Direct Debit, a completed Direct Debit mandate must accompany the Acceptance Form.
- (ii) Once the Direct Debit mandate has been established, amendments to the details on the Direct Debit Mandate must be received by the School Office at least 2 months before the change is to take effect.
- (e) If a Default Event occurs then the Payer will pay to the School the total Term's Fees for the Term in which the Default Event occurred.
- (f) An annual administration fee of £150 is chargeable.
- (g) An administration charge will be applied for payments refused by the Payer's bank, proportionate to the extra work incurred by the School.
- (h) Fees invoices are issued annually before the start of the Autumn Term for the following School year and are apportioned over the School Terms. The Payer must pay Fees to the School whether or not an invoice is received and the Payer acknowledges that if they are uncertain about the sum of fees owed they can contact the School to clarify and uncertainty



23 BELVIDERE ROAD PRINCES PARK AIGBURTH LIVERPOOL L8 3TF

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Registered office: 3<sup>rd</sup> Floor Castle Chambers, 43 Castle Street, Liverpool, L2 9SH

about fees is no defence or mitigation to a contractual breach of these Terms.

- (i) No reduction in Fees will be made for Terms where teaching is reduced because of public examinations, external assessments or matters outside the control of the School.
- (j) Payment of Fees will not be accepted in cash or by credit card. Additional Charges (including lunches) will be collected by the School under the same conditions as set out in (4b). All pupils are required to take lunch.
- (k) The School reserves the unilateral right to increase Fees and Additional Charges in reasonable proportion to the School's outgoings providing that no less than one full Term's notice is given to the Parent and/or Payer of the Fee increase.
- (l) The School reserves the right to inform any fee-paying school to which the pupil transfers of any Fees which are outstanding.
- (m) The School reserves the right to conduct credit checks on the Payer or Parent.
- (n) If the Payer comprises more than one person those persons are jointly and severally liable for the Fees.

### 3. INTEREST ON OVERDUE FEES

The School reserves the right to charge interest on Fees owed following a Default Event at the daily equivalent rate of 4% above The Royal Bank of Scotland plc base rate per annum commencing the day of the Default Event.

### 4. RETAINING FEE

If the Parent wishes a place to be reserved for a Pupil who will be absent for up to a year, the Parent must seek the Head's written consent and pay a 'retaining fee' equivalent to a full Term's Fees as published from time to time on the Website, prior to the Pupil's absence. The 'retaining fee' will be forfeited if the Pupil does not return unless at least a further full Term's written notice is given to the Head that the place is no longer required. The form to which the Pupil is admitted on returning to School will be at the discretion of the Head and will depend on the Head's assessment of the standard of the Pupil's work. Any written notice given by the Parent to the School under this clause must be made in accordance with clause 8(f).

### 7. EXTRA SUBJECTS

Although the School may offer facilities for Pupils to take extra subjects, for example individual music tuition, any contract for those subjects is between the Parent and visiting teacher and charges for extra subjects are collected by the visiting teacher.

### 8. WITHDRAWAL AND TERMINATION

#### By the Parent

*Explanatory note: the School balances its resource provision and fee calculations with the number of pupils on the roll which dictates the School's income. Fluctuations in pupil numbers can therefore have a direct impact on the School's viability as a corporate entity. The School has a legitimate commercial interest in safeguarding the School's financial health by charging a term's fees and an administration charge in lieu of proper Notice of withdrawal of a Pupil.*

- (a) If a Pupil leaves the School before the end of year 6, the Parent and/or Payer must give Notice, in accordance with clause 8(c), to the School of the intended withdrawal of the Pupil from the School before the commencement of the departing Pupil's final Term at the School.
- (b) If the Pupil is withdrawn and Notice is not received by the School in accordance with 8(a), the Parent and Payer are jointly and severally liable to pay to the School the Fees for the Term which is the Pupil's final Term

at the School and an administration charge of £150. For the avoidance of doubt the fees payable under this clause are the full fees for a School Term as published from time to time on the Website with no allowance for Scholarship, or other financial assistance or bursary.

- (c) Notice under this clause 8 must be in writing (but not in electronic format) and addressed to the School 'for the attention of the Head' and sent by special or recorded delivery or delivered in person. Notice shall be deemed to have been received by the School only upon signature of a delivery receipt by the School.

#### By the School

- (d) If, in the Head's sole discretion, the Parent's behaviour is considered unreasonable and is likely to affect adversely the Pupil or other pupils or staff at the School, or bring the School into disrepute, or if the Head feels that the relationship of trust and confidence between the parties has irreparably broken down, the School may require the Parent to withdraw the Pupil without notice. The Parent will be permitted a reasonable opportunity (determined by the Head) to make written representations to the Head and, if the Parent wishes, to the Chairman of the School Board in such circumstances before the length or permanence of the withdrawal is confirmed. The decision of the Head or the Chairman of the School Board (if the latter is involved by the Parent) will be final.
- (e) The School may terminate this contract and require a Pupil to be withdrawn if the Parent and/or Payer has failed to meet their obligations to pay Fees in respect of that Pupil.
- (f) In all cases of a withdrawal by the School, the Parent and/or Payer must pay Fees for the Term in which the withdrawal occurs.

### 9. EXCLUSION

- (a) The Pupil may be excluded for a fixed period of time and/or permanently excluded for breach of School Rules.
- (b) In all cases of Fixed Period or Permanent Exclusion full Fees will remain payable for the Term in which it occurs.

### 10. CONTINUITY OF EDUCATION

Once the Pupil is accepted into the School, it is expected by the School that the Pupil will remain at the School until the end of year 6 for the benefit of their education, unless in the opinion of the Head after due deliberation the Pupil will not benefit from continuing to be educated at the School or has not attained a sufficiently high standard of work or behaviour for continuation. If this is the case, then no less than one Term's written notice will be given to the Parent or Guardian on or before the first day of that Term. For the avoidance of doubt, the Deposit will be refunded when the Pupil completes year 6.

### 11. EMERGENCY CLOSURE

If the School has to close temporarily due to emergency, the School Term will not be extended, nor will any part of the Term's Fees or additional charges if a cost has been incurred by the school be refunded.

### 12. EXAMINATIONS

The Head shall have the right not to enter a Pupil for an examination if in the opinion of the Head after due deliberation it is deemed not in the Pupil's best interest to do so.



### 13. MEDICAL

- (a) The Parent will supply details of the Pupil's medical history in the form requested by the School and will notify the School immediately if there are any changes to the information supplied in this form or if the Pupil contracts any medical condition specified to the Parent by the School.
- (b) The Parent agrees to the Pupil being medically examined in accordance with arrangements made from time to time by the School.
- (c) The Parent grants the Head (or the person with responsibility for the Pupil at the relevant time) full authority to give consent to the carrying out of any emergency medical treatment or anaesthetic certified by a medical practitioner to be necessary for the Pupil, if the Parent cannot be contacted immediately by the School.

### 14. PARENTAL RESPONSIBILITY AND COURT ORDERS

- (a) The Parent will notify the Head immediately of any parental responsibility agreement or court order relating to the Pupil (e.g. residence, contact, prohibited steps, specific issues or periodical payments) and send the Head a copy of the same. In the absence of any such court order, the School will treat each person with parental responsibility as having equal rights to receive relevant information about the Pupil on request (unless in the Head's discretion it is not in the Pupil's best interests to do so).
- (b) In signing any form of consent requested by the School, the Parent or person with whom the Pupil lives is responsible for ensuring that all other consents required by law have been obtained.

### 15. COMPLAINTS

Complaints will be dealt with in accordance with the School's published procedure in force from time to time, a copy of which can be obtained from the Website.

### 16. INSURANCE

Pupils' personal property is not covered by the School's insurance when on School premises. The School does not accept responsibility for loss of or damage to a Pupil's personal property on the School premises or on School visits.

### 17. DATA PROTECTION

Personal data provided by or relating to the Parent, Payer or Pupil will be used by the School for the purposes of fee billing and collection; maintaining pupil records; providing information to third parties (e.g. DCSF, Welsh Assembly Government, UCAS) as required in connection with the provision of the Pupil's education; statistical analysis; market research; communications including School publications and promotional material; and any other purpose as notified by the School to the Information Commissioner.

### 18. INDEMNITY

The Parent shall indemnify the School against all liabilities, costs and expenses (including but not limited to all court fees, legal costs and interest (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) incurred by the School arising out of or in connection with the School pursuing a Parent in respect of any outstanding amounts owed to the School under these Terms and Conditions.

### 19. VARIATIONS OF THE TERMS AND CONDITIONS OF THIS AGREEMENT

The offer and acceptance of a place are made on the basis that any successful School needs to develop and the School may make reasonable changes to these Terms and Conditions on giving at least one Term's notice in writing. Parents, the Payer and the Pupil agree to inform the School promptly of any changes to the details contained in the Acceptance Form.

THE BELVEDERE  
PREPARATORY SCHOOL

23 BELVIDERE ROAD, PRINCES PARK, AIGBURTH, LIVERPOOL L8 3TF  
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