FCJ PRIMARY, PRE SCHOOL
& LITTLE COMPNAIONS NURSERY

Terms and Conditions of Acceptance

1. DEFINITIONS

1.1 **'School'** is FCJ Primary, Pre School and Little Companions Nursery, situated at Deloraine Road, St. Saviour, Jersey.

1.2 **'Headteacher'** is the person appointed by the Governors of the School to be responsible for the day-to-day management and leadership of the School, including anyone to whom such duties have been duly delegated.

1.3 **'Parents'** are those who have parental responsibility for the pupil and those referred to in these Terms and Conditions individually and jointly. Parents are expected to give their support and encouragement to the aims of the School and to ensure that the pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.

1.4 **'Child'** means any child of whatever age admitted by the School to be educated.

1.5 **'Complaints Procedure'** is the School's procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School.

1.6 **'Acceptance Form'** means the form provided by the School for Parents to complete when the School agrees to accept a child. Completion of the form is a condition of acceptance.

1.7 **'School Rules'** means the rules of the School, a copy of the current version of which is provided to each child on entry and is sent to Parents with the letter offering a place at the School. Those rules may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. Parents will be given notice of such amendments.

1.8 **'Notice to be given by Parents'** means one term's written notice addressed to and actually received by the Headteacher. Notice given verbally, or by telephone, or by any other means or to any other person will not count as acceptable notice.

1.9 **'Term'** means a term of the School as notified to parents from time to time.

1.10 **A 'term's notice'** means notice given not later than the first day of the term preceding the term to which the notice relates.

2. ACCEPTANCE AND ENTRY TO THE SCHOOL

2.1 **Registration:** Pupils will be considered as candidates for admission to the School when the Registration Form has been completed and received with a non-refundable registration fee.

2.2 **Acceptance and Entry:** This will be subject to the availability of a place and the pupil satisfying the admission criteria at the time. Confirmation of acceptance of the child is given when Parents complete the Acceptance Form and pay the required deposit. The deposit is credited to the fees due for the first term. The deposit is not refundable if your child does not take up the place at the School.

3. FEES AND EXTRAS

3.1 **Items covered:** Fees cover the normal curriculum together with most books and stationery. Additional payments are due for some after-school clubs or for educational visits and transport. This list is not exhaustive. Other items incurred by the School or the pupil may be charged as Extras. The pupil is for these purposes an 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.

3.2 **Payment of the Fees and Extras**: Fees are payable by Direct Debit or direct transfer. Fees will not be refunded or waived for absence through sickness or if a term is shortened or vacation extended: or for any other reasons except in the sole discretion of the Headteacher.

3.3 **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.

3.4 **Late Payment**: We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees remain unpaid or there is a persistent default in relation to supplemental charges. The right is reserved to make late payment charges composed of simple interest calculated on a daily basis from the due date and all administration and legal costs in relation to any sums that are unpaid by the due date. 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 daily. These conditions are intended to protect those parents who pay fees on time and to safeguard the School against consequences of the defaults of others. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.

3.5 **Assisted Places:** An Assisted Places Scheme exists to help Catholic families who wish to send their child to FCJ Primary School but who may find difficulty in meeting the fees in full. Details and Terms and Conditions of the scheme are obtainable through the parish priests.

3.6 **Instalment arrangements**: An agreement by the School to accept payment of fees by standing order or direct debit or any other arrangement for payment of fees by instalment is concessionary and will cease automatically in the event of any default for 30 days or more. On ceasing, the full amount of fees then due shall be payable forthwith as debt and interest will start to accrue.

3.7 **Review:** The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will be sent to you prior to the end of the penultimate term before the increase is to take effect.

4. EVENTS REQUIRING NOTICE IN WRITING

4.1 **Definitions:** Notice shall not be deemed to have been received by the School unless the Parents have received written confirmation from the Headteacher or School Business Manager confirming receipt of notice. Fees in lieu (of notice) means fees in full for the period of notice, at the rate that would have applied had the pupil attended and limited to the parental contribution in the case of an assisted place.

4.2 **Cancelling acceptance**: One term's fees (less deposit held) will be immediately payable by the Parents if, for any reason, they cancel their acceptance of a place less than one term before entry, or the pupil does not join the School after a place has been accepted. Parents who withdraw giving one term's notice before entry will not have to pay fees in lieu but the deposit will be retained by the School. Cases of serious illness or genuine hardship may receive special consideration on written request.

4.3 **Withdrawal from the School**: One term's notice must be given before a pupil is withdrawn from the School or Parents must pay the School a term's fees in lieu of notice, at such a rate as would have been charged for the final term of provision if a term's notice had been given. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given. The School's affairs are

organised on a termly basis and it is not possible for the Parents to reduce the amount of fees due or to obtain a refund of fees by withdrawing the child part way through a term.

5. REMOVAL AT THE REQUEST OF THE SCHOOL

5.1 **Removal at the request of the school**: The Headteacher may in their discretion require you to remove or may suspend or expel a child from the School if they consider that the child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Headteacher, the removal is in the School's best interests or those of the child or other children.

5.2 The Headteacher may in their discretion require you to remove or may suspend or expel a child if the behaviour of one or either of the Parents is in the opinion of the Headteacher unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of the School staff or to bring the School into disrepute.

5.3 Should the Headteacher exercise their right under sub-clause 5.1 or 5.2 above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable). However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.

5.4 The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Headteacher may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.

5.5 The review of serious disciplinary matters is governed by the Complaints Procedure.

6. INAPPROPRIATE USE OF SOCIAL MEDIA PLATFORMS

6.1 The School will always try to deal with concerns raised by parents in a professional and appropriate manner.

6.2 As a first step, the School will usually discuss the matter with the parent to try and resolve the matter and to ask that the relevant information be removed from the social networking site in question. In serious cases or cases of defamation, child/s enrolment will be ceased. If the parent refuses to do this and continues to use social networking sites in a manner the School considers inappropriate, the School will consider taking the following action:

6.2.1 Take legal advice and/or legal action where the information posted is defamatory in any way or if the circumstances warrant this;

6.2.2 Set out the School's concerns to the parent in writing, giving a warning and requesting that the material in question is removed;

6.2.3 Contact the Police where the School feels it appropriate – for example, if it considers a crime (such as harassment) has been committed; or in cases where the posting has a racial element, is considered to be grossly obscene or is threatening violence;

6.2.4 If the inappropriate comments have been made on a school website or online forum, the School may take action to block or restrict that individual's access to that website or forum;

6.2.5 Contact the host/provider of the Social Networking site to complain about the content of the site and ask for removal of the information;

6.2.6 Take other legal action against the individual.

7. THE SCHOOL'S OBLIGATIONS

7.1 Subject to these Terms and Conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her primary schooling.

7.2 While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.

7.3 In order to fulfil our obligations, we require your co-operation, in particular by: fulfilling your own obligations under these Terms and Conditions; encouraging your child in his or her studies and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; attending meetings and otherwise keeping in touch with the School where your child's interests so require.

7.4 We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and other normal sport activities which may entail some risk of physical injury.

7.5 If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.

7.6 Our website contains valuable information about all aspects of the School. It may be necessary to make changes to any aspects of the School, including curriculum, and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the website, as it may be that very recent changes are not reflected in the website. We will give Parents notice of any changes at the School including changes in the curriculum that we regard significant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.

7.7 We shall monitor your child's progress at the School and produce a written report at the end of the academic year. We shall advise you if we have any concern about your child's progress, but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School. Any costs incurred by the School for such an assessment will be charged to the Parents. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Headteacher the School cannot provide adequately for your child's special educational needs.

7.8 Religious observance at the School shall be conducted according to the rights and beliefs of the Roman Catholic Church.

8 THE PARENTS' OBLIGATIONS

8.1 You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including infections.

8.2 You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.

8.3 The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of both such parties. Unless other arrangements are agreed between you and the School, we shall be entitled to treat any communication from the School to any such person as having been made to both of them.

8.4 The Headteacher must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School. Parents will ensure that family holidays are booked to coincide with the School's holidays.

8.5 We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a School activity or otherwise under the supervision of a member of the School staff.

8.6 If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. Complaints should be made in accordance with the School's Complaints Procedure.

9. 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 or are advised by our legal representatives. All other insurances are the responsibility of Parents including insurance of the pupil's personal property while at school or on the way to and from school or any school sponsored activity away from the School. The School is not the agent of the Parents for any purpose related to insurance.

10. GENERAL CONDITIONS

10.1 **Special Precautions**: The Headteacher needs to be aware of any matters relating 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 any pupil for whom any special safety precautions may be needed. A parent may be excluded from the School premises if the Headteacher, acting in the proper manner, considers such exclusion to be in the best interest of the pupils at the School.

10.2 **Communications:** All notices required to be given under these Terms and Conditions must be given in writing. You undertake to notify the School of any changes of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these Terms and Conditions must be addressed to the Headteacher and sent to the School's address. Notice shall be deemed to have been given after the second day after posting.

10.3 **Pupil's Personal Property**: Pupils of an appropriate age or, in the case of younger children, their parents, are responsible for the security and safe use of all personal property and are also 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 Headteacher's prior written permission.

10.4 **Confidentiality and References**: The School will take care to preserve the confidentiality of information concerning the pupil and Parents. The Parents, however, consent on behalf of themselves and the pupil to the School (through the Headteacher, as the person responsible) obtaining, holding, using and communicating, on a "need-to-know" basis, confidential information which, in the opinion of the Headteacher, is material to the safety and welfare of the pupil and 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 also held in machine-readable form. The School cannot be liable for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given in (or correct statements of fact contained in) any reference or report given by us.

10.5 **Intellectual Property**: We shall recognise any intellectual property rights vested in your child.

10.6 **Change in Ownership etc:** For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform and consult with all parents in relation to such changes.

10.7 **Interpretation:** Headings in these Terms and Conditions are for ease of understanding only and do not form part of the Terms and Conditions.

10.8 **Jurisdiction:** The contract between you and the School is governed by Jersey Law. You agree with us to submit to the exclusive jurisdiction of the Jersey courts.

10.9 **Variations:** 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 prior to the end of the penultimate term before the modifications are to take effect.

11. SCHOOL POLICES AND PROCEDURES

Please refer to FCJ Primary School's website for all Polices and Procedures. Follow the link: School Policies