



Terms and Conditions of Admission to The Daiglen School

The admissions policy of The Daiglen School ("the School") is designed to ensure that all children entering the School will flourish here. The curriculum and structure of the School is designed to enable pupils to meet entry requirements for Public School at age 11. In the junior school (Years 3-6) the curriculum is subject based and demands high standards of personal commitments and discipline from all our pupils, and help and support from parents. Please read the admissions policy, available on our website or on request from the School office.

- ❖ **Pre-Admission:** Evidence of the child's age is required on registration. Parents must provide evidence in the form of an original birth certificate or current passport.
- ❖ **Agreement:** a legally binding agreement is made with the School when this form is signed and any other documentation required by the Headteacher is received by the School on or before the date specified. The agreement will remain in force until the child completes year 6 unless it is terminated before then in accordance with this agreement.
- ❖ **Deposit:** A deposit is payable on acceptance of a place at the School and will not be refunded if the place is not taken up. The deposit will be held by the School until the child's final term in Year 6 and £500 less disbursements will be refunded as soon as possible after this.
- ❖ **Parental Responsibility;** each person with parental responsibility for the child must sign this agreement. Parents will notify the Headteacher of any parental responsibility agreement or court order relating to the pupil and will send copies of the same. The School will treat each person with parental responsibility as having equal rights to relevant information about the child (subject to any data protection restrictions). The School expects that parents will consult each other in relation to decisions about the child and accordingly will treat any instruction or request as having been given on behalf of all those with parental responsibility.
- ❖ **Change in circumstances:** Parents must notify the School immediately of any change in circumstances which might affect the child whilst at School. In the case of shared responsibility, the School must be notified on which days the child lives at which address.
- ❖ **Payment of fees:** Parents jointly and individually agree to pay the fees applicable to each term in each School year directly to the School. Fees fall due for payment by you on the first day of the term to which they relate. We may not allow your child to attend the School if you do not pay on time.
- ❖ **Payment of fees by a third party:** An agreement with a third party (such as an employer, grandparent, step-grandparent without parental responsibility) to pay the fees or any other sum due to the School does not release the parents from liability if the third party does not pay, unless an express release has been given in writing, signed by the Headteacher. The School reserves the right to refuse a payment from a third party.
- ❖ **Late payment:** Simple interest may be charged on a day-to-day basis on fees which are unpaid. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis which represents a genuine pre-estimate of loss to the School. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid fees regardless of the value of the School's claim.
- ❖ **Adjustment to Fees:** Fees may be adjusted annually. Apart from exceptional cases, notice of any alteration will be given not later than one month before the first day of the term for which they are payable.
- ❖ **Notice:** A full term's notice in writing is required if the parents wish to withdraw the child who has entered the School. Failure to provide such notice will render a full term's fees payable. A term's written notice means notice given before the first day of a term and expiring at the end of that term.

- ❖ **Cancelling Acceptance:** The cancellation of a place after acceptance can cause long-term loss to the School if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is fees for between one and five years. Nonetheless, the School agrees to limit the liability of the Parents to:
 - i) One term's fees at the rate payable for the term of entry (not limited to the parental contribution in the case of any Award, eg scholarship or bursary), less the deposit, payable as a debt if less than a term's written notice has been given; or
 - ii) The full amount of the deposit if more than a term's written notice has been given.

Cases of serious illness or genuine hardship may receive special consideration on written request.

- ❖ **Discontinuing extra tuition (including peripatetic music tuition):** A term's written notice is required to discontinue extra tuition or a term's fees for the extra tuition will be immediately payable as a debt.
- ❖ **Refund or Waiver:** Save where there is a legal liability under a court order or under the provision of the agreement to make a refund fees will not be refunded or waived if:

- i) The child is absent through illness; or
- ii) A term is shortened or a vacation extended; or
- iii) The pupil is released home before the normal end of a term; or
- iv) The School is temporarily closed due to adverse weather conditions or any other reason beyond the School's reasonable control, or
- v) For any reason other than exceptionally and at the sole discretion of the Governing Body in a case of genuine hardship.

- ❖ **Absence:** Parents should note that in the event of unauthorised absence for a continuous period of 10 days or more or irregular attendance, the Headteacher is legally obliged to inform Essex County Council.

- ❖ **Medical:** Parents will supply details, including any reports, of the child's medical history in the form requested by the School and will notify the School immediately if there are any changes to this information. Such information will include any health or medical condition, special educational need(s), disability and/or allergy.

- ❖ **Illness or Accident:** In case of illness or accident, parents must be prepared to collect their child from School. Emergency numbers must be available to the School. In extreme cases, following all reasonable attempts to contact parents or guardians for consent for emergency medical treatment, the Headteacher or member of the SLT is authorised to give valid consent to any such treatment, including anaesthesia or surgery, recommended by any qualified medical practitioner.

- ❖ **Liability:** The School cannot accept liability for any theft, loss or damage to property belonging to the parents or the child.

- ❖ **Attendance:** Children must attend regularly and punctually on all days on which the School is open. The School cannot take responsibility for any children on the School premises outside School hours unless they are taking part in a supervised activity arranged by the School.

- ❖ **Disciplinary Powers:** The Headteacher or in his/her absence a member of the SLT shall have full disciplinary powers over pupils in the School. All pupils must comply with the School procedures and regulations currently in force, and parents are expected to support the School's decisions in this respect.

- ❖ **Withdrawal and termination by the School:** The School may terminate this agreement with immediate effect on written notice to parents if:

- i) the information provided by the School is incomplete or inaccurate;
- ii) in the opinion of the Headteacher, the pupil will not benefit from continuing to be educated at the School;
- iii) the pupil is excluded for a breach of the School procedures and regulations;
- iv) Parents fail to meet their obligations to pay fees;
- v) the parents' behaviour is unreasonable and/or is likely to affect the pupil or other pupils or staff at the School and/or bring the School into disrepute; and/or
- vi) if the Headteacher feels the necessary relationship of trust and confidence has broken down.

You are entitled to have any disciplinary matters or decisions taken by the School and/or Head under this paragraph reviewed. Any such review shall be governed by the Complaints Procedure. In all cases of exclusion and withdrawal by the School, full fees remain payable for the term in which it occurs less the deposit.

- ❖ **Complaints:** complaints will be dealt with in accordance with the School's complaints procedure, a copy of which can be found on the School's website.
- ❖ **Data Protection:** We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School. We will process your personal data in accordance with the Data Protection Act 1998 (as amended or superseded, including from 25 May 2018 the General Data Protection Regulation) and other related legislation, and our privacy notices for parents and pupils, which can be found on our website.
- ❖ **Changes in ownership:** For the purposes of constitutional changes to the School or amalgamation of the School with another we may transfer the undertaking of the School to another person or organisation. We will notify you if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.
- ❖ **Variation of the terms and conditions:** the School may make reasonable changes to these terms and conditions, giving, where possible, at least one term's notice in writing.
- ❖ **Right to cancel:** You have the right to cancel this contract within 14 days "the Cooling Off Period", without giving any reason. The Cooling Off Period will expire after 14 days from the formation of this contract. To exercise the right to cancel, you must inform us of your decision to cancel this contract by a clear statement (e.g. by letter or e-mail). You may, if you wish, use the attached cancellation form at Appendix A, but this is not obligatory. If you cancel this contract, we will reimburse to you all payments received from you. If your child has started to attend the School, you will be responsible for such proportion of the fees as apply to the school days attended within the Cooling Off Period.

Declaration

By signing this declaration we confirm that we have read and understood and individually and together agree to the terms and conditions above. We note that we are jointly and individually liable for the payment of fees, additional charges and any fees in lieu of notice. We confirm that all information supplied by us to the School is complete and accurate.

Full Name of Child

Signed:
Parent 1

.....
Parent 2

.....
Any other individual with parental responsibility for the child

APPENDIX A
CANCELLATION FORM

[Please complete and return this form only if you wish to withdraw from the contract]

To: Mrs P Dear
Daiglen School
Address: 8 Palmerston Rd, Buckhurst Hill IG9 5LG
Telephone: 020 8504 7108
Email: pdear@daiglenschool.co.uk

[I/We] hereby give notice that [I/We] cancel [my/our] contract for the provision of education for our child [NAME], entered into on [DATE]

Name(s):

Address (s):

Signature(s):

Date: