

Thomas's London Day Schools

STANDARD TERMS AND CONDITIONS

1. Thomas's London Day Schools

- a) **The School** is Thomas's London Day Schools (which is the trading partnership of Mr and Mrs DL Thomas, Mr NTL Thomas and Mr BVR Thomas ("the Principals") which includes Thomas's, Battersea; Thomas's, Kensington; Thomas's, Clapham; Thomas's, Fulham, Thomas's Kindergarten, Pimlico; and Thomas's Kindergarten, Battersea and any other school operated by the Principals. It is assumed that a pupil will, subject to conduct and academic attainments, progress through the School and complete the Common Entrance Year.
- b) **The Head** is the person appointed by the Principals to be responsible for the pupil and includes those to whom any of the duties of the Head or the School have been responsibly delegated. The expression "the Head" in these terms and conditions includes the Heads of each individual school.
- c) **The Parent/s** are those who have parental responsibility and those referred to at clause 4 c) 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 pupil's education at home and to ensure that the pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.
- d) **Our Aims:** The aims of the School are described in the Prospectus. In addition, the School aims to strike the balance between academic and practical work, physical education, moral and spiritual development and the pursuit of leisure activities. We are committed to high standards of teaching and care and we welcome parental contact. The School is a private, self-regulating community, which respects the human rights of pupils and their parents, who in turn accept that the School's lawful policies, disciplines and rules must sometimes take precedence over the wishes of individuals. 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.
- e) **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 academic and games 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 there will be reasonable increases from time to time. 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.

- f) **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 below are provided in good faith. They promote stability, forward-planning and the proper resourcing and development of the School. They help also 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 Head personally. The *Fees Sheet* and the *School Rules*, as varied from time to time, are part of these Terms and Conditions. Nothing in these Terms and Conditions affects the statutory rights of parents.

2. Care and Good Discipline

- a) **Parents' Authority:** The parents authorise the Head while *in loco parentis* to take and/or authorise in good faith all decisions that safeguard and promote the pupil's welfare. 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 or in connection with the pupil's health. (Corporal punishment is *not* used.) The Head may also consent on behalf of the parents to the pupil receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations 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.
- 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 Rules about the wearing of uniform. All pupils will receive health education appropriate to age in accordance with the curriculum from time to time.
- c) **The Pupil's Health:** The Head may at any time require a medical opinion or certificate as to the pupil's general health. The age of the pupil will be calculated in accordance with UK custom. Parents must inform the Head in writing if the pupil has any known medical condition, health problem or allergy or will be unable to take part in games or sporting activities or has been in contact with infectious diseases.
- d) **Conduct of the School:** The Head 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 Head 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 Head 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 the Rules (in so far as they are lawful and reasonable) as to

appearance and dress and the rules of school discipline that apply from time to time.

- e) **The School Rules:** Each pupil is supplied with a copy of the School Rules giving information about the ethos and rules at the School. The purpose of the School Rules 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 Rules.

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 registration fee paid. Admission and entry will be subject to the availability of a place and the pupil satisfying the admission requirements at the time
- b) **Offer of a Place and Acceptance Deposit/s at the Preparatory Schools and Kindergartens:** The Acceptance Deposit is a sum of money payable on acceptance of a place. The Acceptance Deposit is retained by the School as part of its general funds but is returned (without interest) within three weeks of the end of the Pupil's final term less outstanding fees and charges and subject to correct notice. The fee sheet sets out the Acceptance Deposits payable. Please see clause 5b) for details of the treatment of the Acceptance Deposit when a place is accepted but then cancelled prior to Entry or the Pupil does not join the School.
- c) **Moving to a Thomas's Preparatory School:** A pupil who is moving from a Thomas's Kindergarten to a Thomas's Preparatory School will be required to show ability to do so, in both work and attitude. Admission to a Thomas's School does not confer the right to transfer to another Thomas's School.

4. Fees and Extras

- a) **Items Covered:** *Fees* cover the normal curriculum, including class music, drama, ballet, games, lunch and transport within the curriculum, together with most books and stationery. Other items incurred by the School or the pupil, including musical instrument tuition, the minibus home-to-school service, obligatory class trips to places of interest and most clubs after school may be charged as *Extras* in arrears. The pupil is for these purposes 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.
- b) **Payment of fees and extras:** Each invoice must be paid before the first day of term. A pupil may be excluded from the 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 will be payable.) The School is agent only in respect of any goods and services which are supplied by a third party via the School to pupils or their parents. 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 after public examinations or otherwise before the normal end of term; or for any other cause except in the sole discretion of the Head.
- c) **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 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.

- d) **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 one of the Principals. The School reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.
- e) **Late Payment:** The right is reserved to make late payment charges composed of either an administration charge (as set out in the *Fees Sheet*) and/or simple interest calculated on a daily basis at 1.5% per month, from the first day of each term, and all other 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. Cheques delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. 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.
- f) **Scholarships and Awards of Fees:** Every scholarship and award is subject to high standards of behaviour, attendance and work. The terms of a scholarship or bursary and in particular the terms upon which benefits may become repayable are set out in the offer letter (where applicable) to parents.

- g) **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 instalments 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 a debt and interest will start to accrue.

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 Head. No other notice will suffice. Notices must be hand delivered or sent by recorded or guaranteed delivery post to the school address.**

Provisional Notice is valid only for the term in which it is given and only when written and accepted in writing by the Head.

Term means the period between and including the first and last days of each school term.

A Term's Notice means notice given before the first day of term and expiring at the end of term. **Half a Term's Notice** means notice given before the first day of term expiring at

half term, or notice given before half term expiring at the end of term.

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 and not limited to the parental contribution in the case of a scholarship or award.

- b) **Cancelling Acceptance:** The Acceptance Deposit will be retained by the School in full if the Parents cancel their acceptance of a place before Entry or if the Pupil does not join the School unless the School is able to fill the place in the year group which the Pupil would have joined such that it is at maximum capacity on the first day of the term in which the Pupil would have entered the School. Maximum capacity is defined as having twenty full fee paying pupils enrolled and attending each form within the relevant year group. If these conditions are met, there will be no loss to the School and the Acceptance Deposit will be refunded less a cancellation administration charge (as detailed in the Fee Sheet) within 21 days after the commencement of the intended term of entry. Parents wishing to claim a refund of their Acceptance Deposit should ensure that the Accounts Office receive a signed Acceptance Deposit Refund Form (which parents can obtain from the Accounts Office at any time) at the start of the intended term of Entry. The Acceptance Deposit should only, therefore, be paid once a firm decision to join the School has been made. The School relies on commitments given when accepting places to budget for income and expenditure requirements each year. Cases of genuine hardship will be given special consideration on written request.
- c) **Withdrawal from the School:** A clear term's notice must be given to the Head in writing 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 **School Year** is deemed to start on 1 September in each year. 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.
- d) **Discontinuing Extras:** Half a term's written notice is required to discontinue an extra or half a term's fees for the extra will be payable in lieu as a debt.
- e) **Notice by the School:** The School may terminate this agreement on one term's written notice sent by ordinary post and otherwise under clauses **6 a) and b)** below.

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 Head is of the opinion that the conduct or progress of the pupil has been unsatisfactory or if the pupil, in the judgement of the Head, 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 from the School and fees in lieu of notice will not be charged but all outstanding fees will be payable in full.
- b) **Expulsion:** A pupil may be expelled at any time if the Head 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 Head 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 Head:** The decision to exclude, suspend or require removal or expel a pupil and the manner and form of any announcement shall be at the approval of the Head and at the sole discretion of two or less Principals. 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 Head has acquired during an investigation.
- d) **Access:** A pupil who has been withdrawn, excluded, suspended, removed or expelled from the School has no right to enter school premises without the written permission of the Head.

7. General Conditions

- a) **Special Precautions:** The Head needs to be aware of any matters that are relevant to the pupil's security and safety. The Head 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 Head, acting in a proper manner, considers such exclusion to be in the best interests of the pupil or of the School.
- b) **Residence during Term Time:** The Head must be notified in writing immediately if a pupil will be residing other than with a person who has parental responsibility.
- c) **Absence of Parents:** When both parents will be absent from the pupils' 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*.
- d) **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.
- e) **Pupils' 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 Head.
- f) **Concerns/Complaints:** Parents who have cause for serious concern as to a matter of safety, care or quality of education must inform the Head without delay.

- g) **Progress Reports:** The School wishes to monitor each pupil's progress and each term, parents will receive a report either in writing or at a meeting with the subject teachers.
- h) **Learning Difficulties:** Parents will be notified if it appears that formal assessment by an educational psychologist is advisable or the pupils is falling behind with studies. A formal assessment can be arranged by the School at the parents' expense, or by the parents. Our staff are not however qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, dyscalculia, attention deficit disorder or poor visual acuity or other learning difficulties. Parents will be asked to withdraw the pupil without being charged fees in lieu of notice if, in the opinion of the Head, the School cannot provide adequately for a pupil's special educational needs.
- i) **Biological Samples:** The Head may at any time when grounds for suspicion exist, 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 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 Head as the person responsible) obtaining, holding, using and communicating, on a "need to know" basis confidential information which, in the opinion of the Head, is material to the safety and welfare of the pupils 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 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 Head 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 without liability on the part of the School. Where parents are separated or divorced, reports and other information will be sent to the person with whom the pupil normally resides. Duplicate reports will not normally be sent unless agreed by all those with parental responsibility.
- l) **Intellectual Property:** The School reserves all rights and interests in any intellectual property rights arising as a result of the actions of a pupils in conjunction with any member of staff of the School and/or other pupils at the School for a purpose associated with the School. Any use of any such intellectual property rights by a pupils is subject to the terms of a licence to be agreed prior to the use between the pupil, the pupil's parents and the School. The School will allow the pupil's role in creation/development of intellectual property rights to be acknowledged.
- m) **Prospectus:** The prospectus describes the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of printing, the prospectus is not part of any agreement between the parents and the School. Parents wishing to place specific reliance on a matter given in the prospectus should seek written confirmation of that matter before entering this agreement.
- n) **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 Schools promotional and publicity material such as the prospectus, website, bulletins and the intranet. Parents who do not want their child's photograph or image to appear must make sure their child knows this and must write immediately to the Head of School requesting an acknowledgement of their letter.
- o) **Internet Use:** We attach great importance to pupils' use of the internet as part of the School curriculum. Parents who do not want their child to use the internet while at School must make sure their child knows this and must write immediately to the Head of School requesting an acknowledgement of their letter.
- p) **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 1999* 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.
- q) **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.
- r) **Jurisdiction:** This contract was made at the School and is governed exclusively by English Law.

Principals/Partners: Mr N Tobyn L Thomas, Mr Benjamin VR Thomas, Mr and Mrs David L Thomas