



# STELLA MARIS SCHOOL

St Johns Road, Heaton Mersey, Stockport SK4 3BR Tel: 0161 432 0532

Headteacher: Mrs Norah Johnson

## TERMS AND CONDITIONS

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### 1 The School

**1.1 Ethos of the School:** Stella Maris School is a Catholic school committed to providing the highest standard of education and pastoral care for all its pupils both within and outside the classroom. Pupils are given every encouragement to achieve their potential in all areas and to become mature, independent learners in an environment that is both challenging and supportive. Pupils are expected to treat others with respect and tolerance. The School welcomes close co-operation between Parents and staff.

**1.2 Aims of the School:** The School aims:

- 1.2.1 to create a caring and supportive environment in which every member of the School community, pupils and staff, is well known and well supported and individual needs are met;
- 1.2.2 to ensure the highest quality of teaching and learning across a broad curriculum to help pupils to an excellent standard of academic achievement; to foster an intellectual curiosity, a love of learning, independence of mind and individual responsibility;
- 1.2.3 to encourage respect for self and others, acceptance of responsibility for one's actions and an awareness of, and sensitivity to, the needs of others within the School and local communities and globally;
- 1.2.4 to maintain and develop strong links with parents, past members of the School and the local community;
- 1.2.5 to raise the profile of the School, locally and nationally;
- 1.2.6 to maintain and develop the resources and facilities to enable the School to fulfil its aims.

**1.3 Changes at the School:** Acceptance of any offer of a place is given on the basis that, where the School considers that a change in the operation of the School or the academic programme is required, the School reserves the right to make such reasonable changes as the School deems fit. The School will attempt to provide as much notice as possible and will also seek to consult with Parents where significant changes are proposed.

### 2 Responsibilities of the Head teacher

**2.1** The Head teacher is appointed by the Trustees. Her primary responsibilities are:

- 2.1.1 the operation of the School and the curriculum;

2.1.2 the care and conduct of the pupils while they are within the control of the School or its staff. The Head teacher is authorised to take any action to safeguard or promote the pupils' welfare;

2.1.3 any sanction including exclusion for non-payment of fees or required removal of a pupil, suspension or expulsion under Clause 6;

**2.2 Delegation:** Any of the Head teacher's responsibilities including those listed in Clause

- 2.2.1 may be delegated to an appropriate member or members of staff.

### 3 Obligations of the Parent

**3.1** Parents warrant that the pupil will:

- 3.1.1 participate fully in School life
- 3.1.2 be well-behaved and courteous to others
- 3.1.3 attend each School lesson or session punctually
- 3.1.4 work hard and complete their homework on time
- 3.1.5 comply with the School Rules

**3.2** Parents also warrant that they will:

- 3.2.1 support the pupil's education at home
- 3.2.2 pay the Fees punctually
- 3.2.3 support the aims of the School

### 4 Admission to the School

**4.1 Registration:** The School operates an equal opportunities policy. The School will consider candidates for admission to the School when a completed Application Form has been returned to the School and the application fee paid. Admission will then be subject to the availability of a place and the pupil satisfying the admission requirements at the time. The Parents will be responsible for payment of a term's fees under clause 7.1 in the event of a cancellation once the application fee has been paid.

**4.2 Offer of a Place and Application Fee:** An offer of a place is accepted by the School only when the Parents pay the application fee as stated in the offer letter. The application fee will **not** be refunded if the place is not taken up save in exceptional circumstances. The application fee will only be returned if either parent requests within 3 months of a pupil's departure from the School at the end of Year 6 to a secondary education establishment failing which the application fee will be transferred to the School Funds.

**4.3 Progression through the School:** Subject to satisfaction of internal examination and entry

requirements, the School assumes that a pupil will progress from the Nursery Section, through the Infants Section to the Juniors Section of the School. For the avoidance of any doubt, Parents must give a Term's Written Notice if that is not the pupil's or their intention.

## 5 Fees

**5.1 Items Covered:** Fees cover:

- 5.1.1 the normal curriculum requirements including Public Examination fees but excluding fees for re-sits or re-marks.
- 5.1.2 the loan of textbooks, stationery.

**5.2 Additional expenditure:** Any additional expenditure incurred by the School or for the benefit of the pupil will be separately invoiced including any damage done by a pupil (other than fair wear and tear) or non-return of School property and is payable within 28 days of receipt of the invoice.

**5.3 Payment of fees:** The preferred method of payment is by direct debit either once a term or by instalments (see 5.9) otherwise fees must be paid in full on or before the commencement of each term together with any sums due and outstanding from the previous term. Should Annual fees not be made in full before the commencement of the Academic Year, an email address must be provided to the Secretary to the Trustees in order for a Direct Debit instruction to be implemented. A pupil may be excluded from the School by the Head teacher at her discretion at any time if fees or any additional sums are outstanding and, if such sum remains outstanding 28 days after exclusion, the pupil will be deemed withdrawn without notice by the Parents. Fees will not be refunded or waived for absence through sickness, or in the event of removal, suspension or expulsion under Clauses 6.1 and 6.2, or because of a change in the duration of the term or vacation, or if a pupil is released home for study leave before and during Public Examination sessions before the normal end of term or for any other cause except at the sole discretion of the Head teacher. Should payment of fees not be forthcoming and in agreeing to the terms and conditions, you agree that we may, at our discretion, make relevant searches with credit reference agencies in respect of all persons named on the application form and responsible for payment.

**5.4 Lunches:** Pupils are required to have lunch at the School unless the Head teacher's prior approval is obtained. The School must be notified in writing if a pupil must follow a special diet prescribed by a Doctor or in accordance with a pupil's religious beliefs and the School Secretary will make the necessary arrangements.

**5.5 Responsibility of Payment:** Persons who have signed the Acceptance Form or have parental responsibility for the pupil or have paid any fees are jointly and individually responsible for payment of the fees. The School may withhold any information or property while fees are unpaid.

**5.6 Review of Fees:** There will be an annual review of fees and Parents will be given a full term's notice prior to the commencement of the School Year in September. No further review of fees will take place during the School Year save in exceptional circumstances. In this event the

School will attempt to provide as much notice as possible and will also seek to consult with Parents.

**5.7 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 any person in Clause 5.3 from any liability to pay fees unless an express release has been given in writing signed by the Head teacher.

**5.8 Late Payment:** The School will charge interest calculated on a daily basis at the rate of 8% over the base rate from time to time of the School's bankers on all outstanding sums and will charge any administration, debt collection and legal costs incurred in dealing with such outstanding sums. The School may commence debt collection or legal proceedings to recover outstanding sums and costs. Cheques delivered at any time after the commencement of term will be presented immediately and will not be considered as payment until cleared. Any monies tendered that are less than the sum due may be accepted by the School on account of the full liability which will remain due and outstanding.

**5.9 Instalment Arrangements:** An agreement by the School to accept payment of fees by direct debit instruction over 10 months or any other arrangement for payment of fees by instalments is a concession and can be terminated at any time such as in the event of a payment default for 28 days or more. Such an arrangement attracts a handling charge. If the agreement is terminated by the School or the Parents, the full amount of fees then due shall be payable immediately and interest will start to accrue under Clause 5.8.

## 6 Removal, Suspension and Expulsion of a Pupil and Review

**6.1 Removal at the Request of the School:** The Head teacher may require Parents at any time to remove the pupil, without refund of fees, temporarily or permanently from the School if, after consultation with a Parent, he reasonably believes that the conduct or progress of the pupil has been unsatisfactory or that the pupil is unwilling or unable to profit from the opportunities at the School, or a Parent has treated the School or members of its staff unreasonably and in any such case removal is considered to be justified. Any outstanding sums (including any fees to the end of that Term) will be payable in full to the School within 28 days of the date the pupil leaves the School.

**6.2 Suspension and Expulsion:** The Head teacher can suspend or expel a pupil at any time if he reasonably believes that the pupil has behaved in a manner (whether in or out of term time or on or off School premises) which is a serious breach of the School Rules or damages the School's reputation. The Head teacher and or Trustees can by mutual agreement can also suspend a pupil pending or during any investigation into a breach of discipline. Such action will only be taken in serious circumstances. The manner and form of any announcement following suspension or expulsion shall be in the sole discretion of the Head teacher and or Trustees

- 6.2.1 Fees will not be refunded for the period of suspension.

- 6.2.2 There will be no refund of fees following an expulsion and all outstanding sums (including any fees to the end of that Term) must be paid to the School within 28 days of the date the pupil leaves the School.
- 6.2.3 Should there be a breach of contract by the fee payer; the Trustees reserve the right to suspend the pupil until payment is received

**6.3 Disclosure of Confidential Information:** Subject to the Data Protection Act 1998 and regulations the reunder as amended from time to time as referred to in Clause 9.10, the School is not obliged to respond to any requests by Parents or others for any confidential/personal information including the identities of pupils or anybody who has provided information resulting in a required removal, suspension or expulsion.

**6.4 Review:** The procedure for a review of the decision for a required removal or expulsion of a pupil is available on request. Parents are not entitled to request a review of a decision to suspend a pupil.

**6.5 Access:** A pupil who has been withdrawn, excluded, removed, suspended or expelled from the School is forbidden from entering the School premises without the written permission of the Head teacher.

## 7 Events Requiring Notice in Writing

**7.1 Cancelling Acceptance:** Parents are required to pay a term's fees (less the application fee held). The School, in its discretion, may consider cases of serious illness or genuine hardship or employment relocation.

**7.2 Withdrawal from the School:** A Term's Written Notice must be given before a pupil withdraws from the School or the next term's fees will be immediately payable whether or not the place can be filled. The notice must be in writing (a letter) to the Head teacher/Trustees, and given on or before the last day of the preceding term in which it is intended to withdraw the child. The pupil's decision to withdraw from the School shall be deemed to be a withdrawal by the Parents. This is intended to ensure that the School has sufficient notice with which to plan fee levels, other resources and the curriculum.

**7.3 Notice by the School:** The School may terminate this agreement on one Term's Written Notice. This agreement is otherwise terminated immediately under Clauses 6.1 (in the case of a permanent removal) and 6.2 (in the case of expulsion) save for any outstanding sums (including any fees) which shall remain due and payable.

## 8 Health and Safety

**8.1 Medical Information:** Parents will complete a Health Record Form prior to entry and thereafter on an annual basis. The Head teacher can at any time require a medical opinion or certificate about the pupil's general health. Parents must inform the Head teacher in writing if the pupil develops any medical condition, health problem or allergy or has been in contact with infectious diseases or if the pupil will be unable to take part in sporting activities for

any significant period. Parents must comply with any School rules on the quarantine of pupils.

**8.2 Pupil's Health:** The Head teacher may consent on behalf of the Parents to the pupil receiving emergency medical treatment including blood transfusions where certified by a person who is appropriately qualified, necessary for the pupil's welfare and if Parents cannot be contacted in time.

**8.3 Further Information:** It is the parent's responsibility to keep personal and contact information up to date and must inform the Head teacher in writing of any matters which may require additional safety precautions such as any court orders or situations of risk or any special medicines to take in the event of illness. Any medication brought into School must be left with the School Secretary unless a self-administration form has been completed and signed by parents and the Head teacher or Form teacher. Photographic ID must be provided of parents and any additional adults that will be responsible for collection of pupils.

**8.4 Notice of Absence:** Parents must telephone the School on the designated absence line if a pupil is absent from School for medical reasons. Parents must ensure that the pupil has an explanatory letter to give to their Form teacher upon return to School. Advance notice of any medical appointments should be given in writing to the Form Tutor. Request for permission for absence for any non-medical reason should be put in writing to the Head teacher, except for days of religious observation for which notice should be given in writing to the Form Teacher.

**8.5 Health and Safety Policy:** The School has a Health and Safety policy for the safety of pupils, Parents, staff and visitors to the School. Parents and pupils must abide by the School's Health and Safety policy.

## 9 General Conditions

**9.1 Reasonable Restraint:** Parents authorise the School's staff to use appropriate physical restraint or contact needed for teaching, to comfort a pupil, to maintain safety and good order or in connection with the pupil's health. The School will not use corporal punishment.

**9.2 Off School Premises:** Pupils will adhere to the School Rules whilst in uniform when representing the School, travelling to or from the School or on School occasions. Pupils are also expected at all times to behave in a manner which does not damage the School's reputation when off the School premises.

**9.3 Absence of Person with Parental Responsibility:** When the person with parental responsibility for the pupil cannot be contacted 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 who is responsible for the pupil. In addition the Head teacher must be notified in writing immediately if a pupil is residing with a person who does not have parental responsibility.

**9.4 Liability:** The School is not liable for any injury or damage to or loss of property unless negligent. Pupils are

responsible for their own personal property which should be labelled with their name. The School is not responsible, unless negligent, for a pupil who is off the School premises.

**9.5 Insurances:** The School will maintain those insurances required by law. The School Fees do not include personal accident insurance cover which is the sole responsibility of Parents. Parents are responsible for the insurance of the pupil's personal property either on or off School premises.

**9.6 Concerns and Complaints:** Parents who are concerned or have a complaint about any matter relating to the pupil should notify the pupil's Form Teacher in the first instance although all Parents have the right to raise matters directly with the Head teacher if they wish. A copy of the School's Complaints Procedure is available on request and can be downloaded from the School's website.

**9.7 Access to School Premises:** No person shall have access to the School premises except where prior arrangements have been made with the School Secretary. All visitors should report to Reception on arrival. Any Parent wishing to attend the School in order to discuss matters about the School or the pupil with any member of staff (including the Head teacher) must make a prior appointment through the School Office or directly with a member of staff.

**9.8 School Reports:** Parents will normally receive two written reports about a pupil's progress in each School Year which will be prepared with reasonable skill. Where Parents no longer live together, the report and other information will be sent to the person with whom the pupil normally resides. Duplicate reports will be sent on request.

**9.9 Specific Learning Difficulties:** The Head teacher is responsible for Special Educational Needs Coordination and will take all reasonable steps to identify dyslexia or other specific learning difficulties including those arising from pupils having English as an Additional Language. The School will inform the Parents if it appears that the pupil is falling behind with studies and may be able to advise about additional or qualified tuition but any formal assessment by an Educational Psychologist should be arranged by and paid for by the Parents. The School may be able to provide additional tuition although it is likely that the costs of such extra assistance will be required to be met by the Parents. In exceptional circumstances the Parents may be asked to remove the pupil under Clause 6.1 without being charged fees in lieu of notice although all outstanding sums (including fees to the end of that Term) will be payable in full. The School will provide opportunities for pupils identified as being Gifted & Talented in any areas of the curriculum.

**9.10 Confidentiality:** The School will protect the confidentiality of information about the pupil and Parents as far as is possible. Parents are required to consider the School's data protection policy and to respond in writing to the request for a signed record form.

**9.11 Examination and References:** A pupil will be entered for an examination if the Head teacher is satisfied that this is in the best interests of the pupil. The School will

supply information about academic ability, assessments, achievements and examinations and any references with reasonable care and skill but otherwise without liability.

**9.12 Intellectual Property Rights:** All intellectual property such as copyright works, designs and patents created by the pupil or in conjunction with others in pursuance of the pupil's studies shall be the property of the pupil.

**9.13 Interpretation:** If any word/s, alone or in combination are in breach of any provision of law, they shall not affect any of the other provisions of these terms and conditions which shall remain in force and such words shall be replaced with words which give as near the original meaning as may be fair.

**9.14 Jurisdiction:** This contract is governed solely by the law of England and Wales and the parties submit to that exclusive jurisdiction.

**9.15** School policies and procedures are available on the website.

## **10 Definitions**

In these terms and conditions the above words have the following meanings:

**10.1 'The School'** is Stella Maris School, Heaton Mersey, Stockport which includes the Nursery, Reception, Infants and the Juniors sections of the School.

**10.2 'The Parent(s)'** are those who have parental responsibility for the pupil and those referred to at Clause 5.5 of these terms and conditions individually and jointly.

**10.3 'Term'** means the period between and including the first and last days of each School term.

**10.4 'A Term's Written Notice'** means written notice given to expire at the end of term. Parental notice is only effective if received by the Head teacher on or before the last day of the preceding term in which it is intended to withdraw the child.

**10.5 'Fees in lieu (of notice)'** means fees for the term of notice at the full rate that would have applied had the pupil attended for that term ignoring the value of any discount that would have applied in the case of an assisted place or special arrangement.

**10.6 'The Terms and Conditions'**. These terms and conditions reflect the customs and practices of the School and are provided in good faith to assist the stability, resourcing and the development of the School and to protect Parents from increases in fees caused by the default of other Parents. Any release from any of these terms and conditions will only be binding if confirmed in writing by the Head teacher. Parents' statutory rights are unaffected by these terms and conditions.

**10.7 'The Prospectus'** describes the School's aims, history and practices but does not form part of the terms and conditions.

**10.8 'The School Rules'** inform every pupil about the School's requirements and expectations. Every pupil will

receive a copy of the School Rules which should be read and complied with by both the pupil and Parents.

**I declare that I have received, read, understood and agree to abide by the terms and conditions of Stella Maris School;**

**Name:** .....

**Signed:** .....

**Date:** .....