

# L'ÉCOLE DES BENJAMINS

## CONDITIONS OF ADMISSION

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- 1 **The School:** L'École des Benjamins is an independent day nursery for boys and girls aged 5 months - 6 years and include the Nursery and the Day Nursery, Les Petits Benjamins. The School is constituted as a limited company. The Principal is responsible for all aspects of the School and delegates certain duties to members of the staff.
- 2 **Admission:** Parents seeking a place for their child are asked to complete a Registration Form. Children will be considered for a place in the order in which their names were registered but priority will be given to children who will progress through the School and may be given to siblings, children who are suitable for full time attendance and children whose parents can bring them to school and collect them each day. Admission will be at the discretion of the Principal following a satisfactory interview with the parents and the child. Subject to this, we aim for equal numbers of boys and girls in each year group, and we do not discriminate unfairly on grounds of sex, race or religion. At present, we have limited facilities only for children who have a disability or special educational needs.
- 3 **Offer of a Place:** A legally binding contract is made on the basis of these Conditions of Admission when we offer you a place for your child and you accept that offer. It is a condition of acceptance that you pay a deposit of **£500.00** which will be part of the School's general funds and will be refunded or credited to fees for the term in which your child leaves the School.
- 4 **Education and Welfare:** We will do all that is reasonable to safeguard and promote your child's welfare and will provide education and pastoral care to at least the standard required by law and often to a much higher standard. We will respect your child's human rights and freedoms which must, however, be balanced with the needs and rules of our School community and the rights and freedoms of others.
- 5 **Parents:** We expect you as parents to support and uphold the good name and reputation of the School and the lawful authority of the Principal and the staff and to ensure that your child attends School (unless unwell) and behaves in an appropriate way in accordance with the School Rules having regard to his/her age. The Principal must be informed in writing of any reason for a child's absence from the School.
- 6 **Your Child:** Courtesy, integrity, manners and good discipline are fundamental to our ethos. Children are expected to take a full part in the activities of the School, to attend on each school day, to be punctual, to respond to instruction, to work hard, and to be well behaved. Valuable property should not be brought into school. Your child's property must be clearly marked to identify its owner.
- 7 **School discipline:** Lawful and appropriate sanctions will be applied where necessary to maintain safety and good discipline in class and elsewhere in the School. Sanctions depend on the age of the child and may include an individual reprimand, a change of seat in the classroom, repeating work, additional work and withdrawal of privileges (e.g at break time). If these sanctions are insufficient, a pupil may be placed "on report" (and a note will be sent home to the parents) or suspended or required to leave.
- 8 **Disclosures:** We need to be told in confidence about any known medical condition, health problem, allergy or suspected learning difficulty affecting your child. We also need to be told of any family history of a learning difficulty and any family circumstances or Court Order which may affect your child while in our care, or your ability to make prompt payment of the Fees.

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- 9 **Fees:** Nursery fees are payable termly in advance. Day Nursery fees are payable quarterly in advance. "Fees" mean all sums due and owing to the School (including fees in lieu of notice if incurred) at any time and must be paid promptly and by the **due date** (see clause 10 below). Extras including dancing, swimming, lunches for the Nursery and the cost of repairing or replacing property which has been wilfully damaged are also payable on delivery of an invoice. Fees are payable by the parents individually and jointly and by any third party who has agreed to make or assist with payment. The child may be excluded from the School at any time when fees are unpaid. The right is reserved to charge interest calculated daily at 2% per month on unpaid fees. No remission of fees will be made for absence due to sickness or any other cause except at the sole discretion of the Principal.
- 10 **Due dates:**  
**Nursery School Fees:**  
**New Parents date of Payment of the 1<sup>st</sup> Term fees are in full :**
- |                 |          |              |
|-----------------|----------|--------------|
| Start September | due date | 23 May       |
| Start January   | due date | 20 September |
| Start April     | due date | 20 January   |
- Existing Parents**
- |                             |                        |                           |                    |
|-----------------------------|------------------------|---------------------------|--------------------|
| 1st Term Invoice issue date | first week of June     | 1st Term Invoice due date | end of June        |
| 2nd Term Invoice issue date | first week of November | 2nd Term Invoice due date | mid-November       |
| 3rd Term Invoice issue date | mid-February           | 3rd Term Invoice due date | beginning of March |
- All Year Round Fees: Quarterly fees :  
18 June for the quarter starting 1 September;  
18 September for the quarter starting 1 December;  
18 December for the quarter starting 1 March;  
18 March for the quarter starting 1 June.  
Monthly fees : on 22<sup>nd</sup> or 3<sup>rd</sup> of each calendar month with Standing Order arrangements before child/ren' attendance.
- 11 **Fee increases:** Fees are subject to reasonable increase from time to time ( normally once per year) with or without a term's notice, although we will always try to give you as much notice as possible.
- 12 **Withdrawal from the Nursery:** A term's written notice must be actually received by the Principal before a child is withdrawn from the Nursery or a term's fees in lieu of notice will become due and payable as a debt. No other notice is valid. The School will not be required to mitigate its loss or give credit if the place has been filled. The expression "**a term**" means the period between and including the first and last days of each school term in our calendar.
- 13 **Withdrawal from the Day Nursery:** A quarter's written notice must be actually received by the Principal before a child is withdrawn from the Day Nursery or a quarter's fees in lieu of notice will become due and payable as a debt. No other notice is valid. The School will not be required to mitigate its loss or give credit if the place has been filled. The expression "**a quarter**" means the period between and including the first and last days of each 13 week period commencing on 1 September, 1 December, 1 March and 1 June.
- 14 **Removal:** The Principal has the right to ask you to remove your child from School if, in the opinion of the Principal, removal is necessary in the interests of either the School or the child. At least one term's notice would be given except in circumstances that the School reasonably considers to be grave. We will consult with parents before making this requirement but it could arise for example on the grounds of the child's or a parent's serious misconduct or if the child has learning difficulties requiring assistance that we are unable to provide. No remission of fees will be granted for the remainder of a term during which a child has been suspended or removed from the School for disciplinary reasons associated with the child or the parents.

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- 15 **Moving Up the School:** It is assumed that each pupil who satisfies the relevant criteria at the time will progress through the School and will ultimately complete La Grande Section. Parents will be consulted if there is any reason why he/she may be refused a place at the next stage of the School.
- 16 **Special Precautions:** Circumstances giving rise to the need for special precautions to be taken for the protection of your child must be notified immediately in writing to the Principal and by a personal visit in case of emergency.
- 17 **Emergency Treatment:** It is a condition of your child's attendance that the Principal has full authority to give consent, if you cannot be contacted in time, to the carrying out of any emergency medical treatments or procedures which are certified by a medical practitioner to be necessary for your child's safety.
- 18 **Confidential Information:** It is a condition of your child's attendance that we may disclose on a "need-to-know" basis within or outside the School any confidential information or circumstances which may have a bearing on your child's health, safety and welfare.
- 19 **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 school's promotional material such as the prospectus and website. We would not disclose the name or home address of a child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and must write immediately to the Principal requesting an acknowledgement of their letter.
- 20 **Concerns/Complaints:** The Principal must be informed immediately and in writing of any concern or complaint which has not been resolved informally to your satisfaction respecting the progress or care of your child. A copy of the School's current Complaints Procedure will be supplied on request.
- 21 **Liability and Insurance:** Except in a case of legal negligence or other wrongdoing on our part, we do not accept responsibility for personal injury or loss or damage to property from any cause. Parents are responsible for arranging insurance to cover the belongings of their children. Nothing in these conditions affects your statutory rights.
- 22 **Prospectus and Website:** The School Prospectus and website are not a part of the contract between the School and parents. Although we believe the contents to have been correct at the time when it was printed, parents must seek written confirmation from the Principal of any matter on which they wish to place specific reliance before entering this contract.
- 23 **General Information:** The Conditions of Admission the School Rules and the Fees List have contractual effect which will undergo reasonable change each year so that it is up to date. The remaining material only has contractual effect if it has a direct bearing on one of the conditions.
- 24 **Managing Change:** Every successful school must initiate and respond to change. Many aspects of the School may change during the time your child is a pupil here and we reserve the right to make lawful and reasonable changes to the curriculum, the education framework and activities of the School and to the premises, facilities and their use, and to the disciplinary rules and procedures and sanctions and the School calendar and timetable. These Conditions of Admission will be brought up to date from time to time to take account of changes which have happened or which may occur in the future. For information about fee increases please see **Clause 11** above.
- 25 **General provisions:** No act of forbearance or non-enforcement will waive the School's contractual rights. The Proper law of this Contract and the forum for resolving disputes shall be England.