



BIRKENHEAD SCHOOL

CONDITIONS OF ADMISSION

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CONDITIONS OF ADMISSION

These Conditions of Admission form part of the contract between Parents and the School. For existing pupils, these conditions of admission supersede earlier versions with effect from the academic year commencing in September following the date of publication, shown at the foot of this page. For pupils intending to enter the School, these conditions take effect from the date on which the Contract is signed.

The School's prospectus, website and other published material are not contractual documents. Anyone seeking to place reliance on a matter contained within other materials, or on comments made by staff or pupils should seek written confirmation of that matter before contracting with the School.

1. Definitions

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

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| “Nursery Manager” | - the Manager of the Birkenhead School Nursery |
| “Bursar” | - the School Bursar |
| “Parents”/ “You” | - together the pupil's parents or legal guardian or other persons with parental responsibility for the pupil who are contracting with the School. |
| “School” | - Birkenhead School, which comprises the Nursery, Prep (Pre-Prep to Y6) and Seniors (Y7 to the U6th). |
| “Fee/Fees” | - fees relating to tuition, including certain books, stationery and some “all year” trips, but excluding the cost of School lunches, individual music lessons, certain School trips and School holiday activities. |
| “Charges” | - charges made for lunches and other items not included in “Fees”, including interest charges, where applicable. |
| “Term” | - a period which begins on the date published in the School calendar and which ends on the day before the start of the next term. |

The School reserves the right to make reasonable changes to its terms and conditions from time to time.

2. Reservation Charge

A charge of £300 is payable for the reservation of a firm place at the School.

Cancellation of such a reservation will result in the charge being forfeited and applied by the School towards the administrative costs of dealing with such cancellation. Should the School decline to offer a pupil a place then the Reservation Charge shall be returned.

The charge will be held as a deposit for the duration of the pupil's attendance at the School. Unless given as a gift to support other pupils, the Reservation Charge will be returned within a reasonable period when a pupil leaves the School, provided that all fees and charges have been paid.

No interest will be paid on any Reservation Charge.

3. Overseas Pupils

For reasons of admission, where a pupil's normal residence is outside the United Kingdom, the right is reserved by the School to charge for fees due to the UK Visas and Immigration Service (or similar body) and/or to require payment of a full term's fees as a deposit.

4. Fees and charges

Fees, lunch, learning support sessions and bus charges are calculated on a termly basis and are payable in advance. Charges for extras are payable as advised. No reduction of fees or lunch charges is made for non-attendance. Each person who has signed the contract is liable for the whole of the fees and charges due.

Withdrawal from the provision of optional services such as music tuition, transport (to/from School) and study sessions requires a full term's notice otherwise a further full term's charges will be applied. Such notice must be received by the peripatetic music teacher (in the case of music tuition) or the Administration Team in the Prep Office or Lodge from the Parents before the first day of the term prior to withdrawal.

The School reserves the right to increase fees and fixed charges on giving to you at least one full term's notice.

5. Method of payment

All payments should be made by direct debit. Fees and catering charges are paid by fixed direct debit, and other charges by variable direct debit. The School adheres to the direct debit guarantee which means that no payment will be collected without notice to you or authorisation by you and, if an error is made by the School or your bank, you are guaranteed a full and immediate refund. If parents are unwilling to pay by direct debit, payment must be made by cheque, debit card or direct transfer to the School's bank account. Payment of fees and charges cannot be accepted by credit card or in cash. **Direct debit is by far the best method of payment for both School and parents.**

6. Timing of payment

Fees and Catering charges

Paying termly

Direct debits will be collected on September 5th, January 5th and April 5th, irrespective of the actual start dates of the relevant terms. Parents who do not pay by direct debit should pay the sums shown on their fee bill by the due date shown.

Paying monthly

For those paying by direct debit the School offers the option of payment of each term's fees and lunch charges by four equal monthly instalments. This is at no extra cost but must be agreed with the Bursar in advance. Payments will be collected on either the 5th day or the 20th day of each month, July to June. You can select either date at the outset, but once chosen, the date cannot be changed until the start of the next academic year.

Other charges (such as those for extras)

Other charges will be notified in writing, either on the termly fee bill, an interim fee bill or separately. Irrespective of whether you pay fees and catering charges termly or monthly, other charges will be collected monthly. This is most conveniently done by direct debit (using the same mandate as used for fees and lunch charges), and payment will be collected on the 20th day of each month.

For parents who do not pay fees and catering charges by direct debit, it is still possible to use a direct debit mandate for the payment of other charges and this is recommended. If payment is not made by direct debit, charges must be paid promptly by debit card or cheque.

The School reserves the right to make an administrative charge of £25 for any payment refused by the payer's bank to cover both bank fees and the administration involved in chasing the overdue payment

7. Invoices

Invoices for fees and charges are sent out before the start of each term. If you pay by direct debit the invoice is for information only, and monies due will be collected via the direct debit. We will send you a schedule of the direct debit payments. If Parents do not pay by direct debit, all items on the invoice should be paid by the due date shown on the invoice. Parents who pay by instalments may sometimes see positive or negative figures on their invoices in the 'outstanding from previous fee bills' box. This relates to the mismatch between monthly and termly payments and will often be resolved by the continuing direct debit schedule. If there is any doubt, contact should be made with the Finance Office.

8. Interest and Recoverable Costs

The School reserves the right to charge interest on fees and charges which are overdue. The operative rate will be shown on the invoices sent termly and is available, on application, from the Bursar's Office. The School is entitled to recover, on an indemnity basis, all legal fees and other expenses incurred in pursuing payment of any overdue fees and other contractual sums payable.

9. Appropriation / Set Off of Payments

A payment made in respect of one Pupil may be appropriated or set off by the School to the unpaid account of any other Pupil of those Parents. The School may at any time appropriate or set off any payment made in respect of any Fee/charge against any other Fee. The Parents agree that where any Fee is in arrears or unpaid, the School may use any other payment received as payment or part payment of any such Fee arrears.

Any payment used as payment or part payment of Fees in arrears may therefore leave the declared purpose of the payment as unpaid. For example, where monies are paid for a School trip, but there are Fees in arrears, the School may use such payment against the Fees in arrears. The charge for the School trip will be considered unpaid which may cause a pupil to be refused participation in the trip while Parents remain liable for the costs of cancellation.

10. Payment of Fees by a Third Party

An agreement with a third party (such as a grandparent / company) to pay the Fees or charges due to the School does not release the Parents from liability if the third party defaults. Further, it does not affect the operation of any other of these terms and conditions unless as express release has been given in writing, signed by the Bursar. The School reserves the right to refuse payment from a third party.

11. Withdrawal of a pupil from the School

It is expected that parents will consult with the Headmaster or Head of Prep before giving notice to withdraw a Pupil. Parents must give one full term's written notice of their intention to withdraw a pupil from the School. Such notice must be received by the Headmaster or Head of Prep from the Parents before the first day of the term prior to withdrawal.

If provisional written notice is received by the Headmaster or Head of Prep before the first day of term to the effect that a pupil may be withdrawn at the end of that term (for example where relocation to another area is being contemplated), the School may, **at its discretion**, accept this instead of a full term's notice, provided that it is confirmed in writing no later than the last day of the first half of term. Such notice is only valid for the one term for which it is given.

Upon receipt, written notice will be acknowledged in writing by the Headmaster or Head of Prep within 14 days.

The School accepts pupils on the basis that they will remain until they have completed two years of Sixth Form study at School (assuming they meet the relevant criteria for progression – see clause 16). Accordingly, Parents wishing to withdraw their child prior to completion of two years of Sixth Form study must give notice in accordance with the above. Please note that notice, as described, must be given for pupils in Y6 who do not intend to progress to Y7 and pupils in Y11 who do not intend to progress to the Sixth Form.

A pupil's decision to withdraw from the School shall, for these purposes, be treated as a withdrawal by the Parents.

12. “Fees in lieu of notice”

If a full term's written notice is not received by the Headmaster or Head of Prep, one term's fees in lieu of notice will be due from the Parents to the School as a debt. In addition, if a pupil is withdrawn part-way through a term, the full fee for that term is also due. Fees in lieu of notice also apply if a pupil does not take up their place at the School (following the place being confirmed by signed contract).

“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, bursary or sibling discount. The charge of a term's fees represents a genuine pre-estimate of the School's loss in the circumstances where such “fees in lieu” apply – sometimes the loss will actually be greater. This contractual term is necessary to promote stability and the School's ability to plan its staffing and other resources.

13. Refund / Waiver

Fees/charges will not be waived for absence through sickness; or if a pupil is released home after public examinations or otherwise before the normal end of term (provided that the School remains open to the pupil) or for any cause other than by exception at the sole discretion of the Headmaster. This clause is necessary so that the School can properly budget for its expenditure and seeking to ensure that the cost of individual default does not fall on other parents.

14. Suspension and Exclusion

In the event that any fees or charges remain unpaid fourteen days after their due date, other than with the express agreement of the Bursar, the School has the right to suspend a pupil until such arrears have been paid or arrangements agreed with the Bursar for their payment. Any pupil who remains suspended for non-payment of fees or charges for more than fourteen days shall be deemed to have been withdrawn from the School without notice, so that, in addition to any fees and charges owing, one term's fees in lieu of notice will be due from the Parents to the School as a debt.

Other than with the express agreement of the Bursar, no pupil may return to School at the start of a new term if fees or charges from the previous term are owed to the School. In all cases of suspension and exclusion for disciplinary reasons full fees and charges will remain payable for the term in which the suspension or exclusion occurs.

15. Deferred Payment Scheme

Where there are outstanding fees and parents wish to seek assistance, the School may, if it considers it appropriate, offer the assistance of a deferred payment scheme. The scheme defers payment of fees according to an agreed schedule of payments. By way of security for the accruing debt, the School may require a charge in respect of the debt against any equity held in the Parents' property – or an equivalent form of guarantee. Early contact with the Bursar's Office is advised in these circumstances.

16. Academic Progress

Progress within Birkenhead School from Year 2 to Year 3, from Year 6 to Year 7 (Prep to Senior School) and Year 11 to Sixth Form is not automatic and depends on satisfactory academic progress and a good disciplinary record.

17. Special Educational Needs and Disability

The School is able to provide support for pupils in some cases of special educational needs and/or disability). Parents are asked to discuss any special needs with the Headmaster or Head of Prep prior to admission. The School will make any reasonable adjustments which pupils with a disability may require in order to receive the services provided at the School. Parents are asked to contact the Headmaster, Head of Prep or Nursery Manager to discuss any such special arrangements.

18. Lunches

School lunches are compulsory for all pupils except those in the Sixth Form. The Catering Manager will seek, on request, to meet requirements for special dietary needs. The charge for catering (including lunches) is shown on invoices and is subject to the same payment arrangements as fees. In the Nursery, catering is included within the fee.

19. School Trips

A variety of educational trips are provided for Pupils at the School. The costs of many of these are included within the Fees but some will be charged separately. Where trips are subject to charges and a Pupil's Fees are in arrears, the School reserves the right to refuse a Pupil's participation. (See also paragraph 9 above).

20. Personal Accident and Travel Insurance

The School maintains Personal Accident and Travel Insurance for its pupils. This provides some cover for Pupils whilst at School or engaged on School activities. Further details of this insurance may be obtained from the Bursar.

21. Personal Property

The School cannot accept responsibility for loss of clothing, money or other belongings, except where specifically entrusted to a member of staff. All items should be clearly marked with a pupil's full name. Parents may wish to arrange appropriate cover under their household insurance. The School's Insurance policy covers loss by fire, negligence or building defects only. The School accepts no responsibility for bicycles or other vehicles. Pupils should not bring unnecessary, expensive items of equipment into School. Parents are advised that excessive amounts of time will not be spent on investigating loss of such items.

22. School Rules and Policies

Pupils are required to abide by the School Rules and to observe other requirements, regulations and prohibitions which are contained in the booklet 'General Information and Policy Documents.' Where breaches of discipline occur, the Headmaster or Head of Prep has the right to exclude for a fixed term or, in the case of more serious misdemeanours, permanently. In such circumstances there will be no charge of "fees in lieu of notice" but all Fees for the term and any other sums due will remain payable.

The booklet referred to above also contains some of the School policies which are of wide interest to parents and pupils and further general information on various matters. A full list of School policies is available on request, and all policies may be inspected at School. The School reserves the right to vary its rules and policies from time to time.

23. Communication

The School will treat any communication from any person who has signed the contract as having been given on behalf of both such persons, unless notified otherwise. Unless other arrangements are agreed between Parents and the School, the School will regard any communication made to one person who has signed the contract as having been made to the others as well.

24. Data protection

The School is required to process relevant personal data regarding pupils and their parents or guardians as part of its operation and will take all reasonable steps to do so in accordance with its policy. Processing may include obtaining, recording, holding, disclosing, destroying or otherwise using data. In so doing, the School will, so far as is reasonably practicable, comply with the Data Protection Principles contained in the Data Protection Act.

The School will, from time to time, make use of personal data relating to pupils, their parents or guardians in the following ways:

- photographic images of pupils may be used in School publications and on the School website
- for fund-raising, marketing or promotional purposes and to maintain relationships with pupils of the School, including transferring information to any association, society or club set up for these purposes

Should you wish to limit or object to any such use, please notify the Headmaster or Head of Prep in writing.

25. Termination by the School

The School may terminate this agreement on one term's written notice sent by ordinary post or on less than one term's notice in the case of exclusion / expulsion. The School would not terminate the contract without good cause and appropriate consultation with Parents / Pupil.

26. Jurisdiction

This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.