



FALKNER HOUSE
PARENT - SCHOOL CONTRACT

FALKNER HOUSE

Falkner House offers an academic education in a home setting. Standards are high and teaching methods are forward-looking within a traditional framework. The School prides itself on its broad curriculum with an emphasis on the early acquisition of the basic skills. Falkner House is a Christian school where all faiths and nationalities are very welcome.

Principal: Mrs Anita Griggs 19 Brechin Place London SW7 4QB tel: +44 (0) 20 7259 2492

Falkner House operates on two sites:-

19 Brechin Place: an independent preparatory school for girls aged 4 - 11 and a nursery school for boys and girls aged 3 - 4.

Headteacher: Mrs Flavia Rogers

20 Penywern Road: an independent pre-preparatory school for boys aged 4 - 11.

Headteacher: Mrs Eleanor Dixon

Falkner House aims to:

- ensure that all children achieve a high standard of work across the curriculum
- provide a broad curriculum with progression through the years
- provide a caring and happy atmosphere
- provide an appropriate set of expectations for each individual child
- develop self-confidence and self-esteem
- encourage an ability to form easy relationships with both peers and adults
- encourage a sense of individual pride in all school and personal activities
- instil a wide variety of life skills

Queries and Complaints

All complaints will be dealt with in accordance with the School's Complaints Procedure. Concerns should be addressed as follows:

- Those relating to administration of fees and other charges to the bursar.
- Academic work or treatment in class to the form teacher.
- Safety, care, behaviour or discipline to the Headteacher.

PARENT SCHOOL CONTRACT

Definitions

Acceptance Documentation: The acceptance form document under which a place for the Pupil has been accepted in writing.

Deposit: The sum paid when accepting the offer of a place in either the Nursery or the Main School.

Headteacher: The Headteacher of the School. The Headteacher's duties may be delegated to suitable members of the staff.

Members of Staff: The members of staff of the School employed to undertake all educational and support duties as specified by the Headteacher.

Parents: Those individuals with parental responsibility for the Pupil. Under this Parent School contract, the School is entitled to treat as Parents those who have signed the Acceptance Documentation.

Principal: person designated by Falkner House LLP to be the school principal.

Pupil: A child who has been offered a place at the School which has been accepted under and in accordance with this Parent School Contract.

School, or Falkner House: Falkner House LLP or, where relevant, the school operated by Falkner House LLP at 19 Brechin Place SW7 4QB or 20 Penywern Road SW5 9SU. Falkner House LLP is a limited liability partnership registered in England and Wales at 19 Brechin Place London SW7 4QB under registered number OC370021.

School Policies

The following Falkner House policies and information are available both at the School office and on the website www.falknerhouse.co.uk and shall be considered as incorporated in this Parent School Contract:

- Admissions Policy
- Assessment Policy
- Behaviour Policy
- Catering and Food Hygiene Policy
- Child Protection Policy
- Complaints and Concerns Policy and Procedures
- Curriculum Policy
- Early Years Policy (EYFS exempted)
- Educational Visits Policy
- Equal Opportunities Policy (including disability, EAL, gifted, learning support)
- Fire Policy
- Internet Security and Data Protection Policy and Pupil Code of Conduct
- Legionella Policy and Procedures
- Manual Handling Policy
- Marking Policy
- Personal, Social, Health and Economic Education (PHSEE) Policy, Syllabus and Scheme of Work
- Recruitment, Selection and Disclosure Policy
- Risk Assessment, Health and Safety and First Aid Policy
- School Dog Policy
- Security Policy
- Visiting Speaker Policy
- Senior School Results
- Staff Code of Behaviour
- Staff List and Qualifications

This Parent School Contract between Falkner House and each Parent explains what Falkner House expects of Parents and what Parents can expect of Falkner House. It does not affect statutory rights. To protect both parties, a waiver of these terms and conditions is effective only if given in writing by the Headteacher.

Part 1: Accepting a Place and Payment of Fees

a. Offer of a Place, Deposit and cancellation

When accepting the offer of a place at the School, a Deposit is payable at the time of submitting the Acceptance Documentation. The Deposit is not refundable if the Pupil does not take up the place at the School; however, if the School fills the vacancy created by the Pupil's withdrawal, the School may, at its discretion, refund the Deposit less the School's administration costs of finding a suitable replacement for the Pupil. Such costs will vary according to the ease and speed of the process. The suitability of the replacement is solely at the School's discretion. The foregoing should be read subject to the matters set out in the next paragraph.

Where Parents do not give at least a full term's notice to cancel acceptance of a place at the School (the Notice Requirement), then the fees for the first term that the Pupil would otherwise have attended at the School shall remain payable as a debt to the School (the Debt). In certain circumstances and solely at its own absolute discretion, the School may choose to waive the Notice Requirement and to agree to forgive all or part of the Debt. As a mechanism for settling the Debt, the School is entitled to retain the Deposit and credit it to its own account. In all cases, the Notice Requirement shall be met only if notice of cancellation is given in writing by both Parents and before the first day of the full term preceding the first term that the Pupil would otherwise have attended at the School.

b. Withdrawal of a Pupil

If for any reason Parents decide to withdraw the Pupil from the School, (once the Pupil has started) then a full term's notice must be given or the Parents will be required to pay to the School a full term's fees in lieu of notice (at the rate of the final term's fees) as a debt less any Deposit held. Please note that notice periods are calculated on the basis of full terms and notice cannot be given in respect of a half-term. In all cases, notice of withdrawal must be given in writing by both Parents.

c. Provisional Notice

In exceptional cases, where there is a valid reason for uncertainty about the Pupil's future at the School, the School may (at its sole discretion) accept provisional notice of the Parents' intention to cancel/withdraw the Pupil's place at the School. This is valid only for the term in which it is given and a term's notice is still required.

Provisional notice must be given in writing and acceptance is at the Headteacher's discretion. The Headteacher reserves the right at any stage during the term in which provisional notice has been given, to require the Parents to confirm in writing that the notice is to become unconditional.

d. Repayment of Deposit

The Deposit will be returned by means of a credit to the relevant invoice issued on the Pupil's last day at the School and used, if appropriate, to offset fees or other sums due to the School accrued during the Pupil's last term.

e. Payment of Term Fees

An invoice for the Pupil will be issued in advance of each term and payment is due on or before the first day of the term to which the invoice relates. Term fees include the normal curriculum tuition and include lunch, most books and stationery together with Personal Accident Insurance.

f. Music Lessons

Fees for music lessons will be invoiced in advance where possible and payment is due on or before the first day of the term to which the fees relate. Parents agree to give at least a full term's notice in writing to withdraw the Pupil from individual music lessons. If less than a full term's notice is given, then the full fee for the following term will be payable and no refund for the current term will be made. Should withdrawal from individual music lessons be as a result of consultations between the Parents and the School, then a refund may be made but always at the School's sole discretion.

g. Additional sums and damage

Charges incurred for extra items in the current term which have been agreed and/or notified in advance will be added to the following term's invoice. Such additional charges could include iPad, extra books, after school clubs, music lessons, examination fees and outings, together with any

other costs incurred as a result of normal school activity and must be paid on or before the first day of the following term (or, in respect of the last term, will be deducted from the Deposit) being held.

Parents will be charged for the cost of replacing/repairing, as applicable, items lost or damaged by the Pupil as a result of carelessness, negligence or misbehaviour. Such charges will be added to the following term's invoice and must be paid on or before the first day of the following term (or, in respect of the last term, will be deducted from the Deposit being held).

h. Early Years Education Grant

Parents of Nursery or Reception pupils who are eligible to receive a Local Authority Early Years Education Grant will be notified by the School of the amount prior to the start of each appropriate term. The sum advised will be used to reduce the term's fees and will be itemised on each appropriate invoice subject to completion by the parents concerned of the applicable formalities.

i. Responsibility for payment of Fees and other sums

Each of the Parents who have signed the Acceptance Documentation will be jointly and severally liable to pay in full the fees and other sums payable in respect of that the Pupil under the Parent School Contract.

j. Absence

The fees will remain payable in respect of any period of absence whether due to illness or any other reason or if a term is shortened, a vacation extended or if the Pupil is released home or excluded from School before the normal end of term.

k. Changes in Fees

The School will normally set the fees to cover a whole academic year, and changes will be notified to the Parents, usually with at least a term's notice. The School reserves the right to change the fees more often or on shorter notice if it is felt necessary. In the event that less than a term's notice is given, the Parents may withdraw the Pupil without payment of fees in lieu of a full term's notice provided that notice of termination is given within 21 days of the notice of the fees increase being given.

l. Payment of Fees

All fees and other sums payable to the School must be paid by Direct Debit to the account notified by the School unless agreed otherwise by the bursar.

m. Delays in Paying Fees

Payment of fees and other sums as set out above must be paid within the periods specified (or as otherwise agreed by the bursar).

In the event of late payment, interest will accrue on the outstanding amount at the rate of 3% over the Coutts Bank annual borrowing base rate calculated on a pro rata basis until cleared funds are received by the School. The amount accrued will be advised to the parents concerned and will be payable on demand. In the event that the School deems it necessary to commence legal proceedings to obtain payment, then the Parents will be liable for any additional reasonable costs incurred by the School as a result of commencing proceedings (including the legal advice taken).

If fees or other charges remain unpaid 30 days after they became due, then the School reserves the right to exclude the Pupil permanently from the School. This will not affect the amount that is owed to the School. The non-payment will be treated as a notice of withdrawal of the Pupil from the School. In calculating the fees payable in lieu of notice, notice of withdrawal will be deemed to have been received on the expiry of that 30 day period.

n. Bank charges

Should any Direct Debit claim or cheque presented in payment for fees or other sums payable to the School be returned unpaid, the School will pass on to the Parents any bank charge incurred by the School.

Part 2: School Discipline & Exclusion

a. Discipline

Parents accept that the pupils may be disciplined by means of verbal reprimand from Members of Staff and the Headteacher. Full details of the School's approach to discipline are given in the School's Behaviour policy, to which the Parents hereby agree.

b. Exclusion

The School reserves the right, at the sole discretion of the Headteacher, to suspend or, in serious or persistent cases, expel or require the removal of the Pupil from the School if, the Headteacher reasonably considers that:

- the Pupil's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of the Pupil or other pupils; or
- the Parents' (or either Parent's) behaviour or conduct: is unreasonable; and/or adversely affects (or is likely to affect adversely) the Pupil's or any other pupil's progress at the School, or the well-being of School staff; or brings (or is likely to bring) the School into disrepute; or is not in accordance with the Parents' obligations under this Parent-School Contract.

Should the Headteacher exercise the above rights of exclusion or required removal, then fees in lieu of notice will not be payable but the Deposit will be forfeited.

Part 3: Special Circumstances

a. Court Orders and Precautions

The Headteacher must be notified in writing immediately of any court orders (or undertakings given to the court) in relation to the Pupil that may affect the Parent/School relationship. These would include, for example (but without limiting the same) orders for parental responsibility, residence and contact.

b. SEN / Learning support / English as an additional language

The School has a rigorous admission policy to ensure that all pupils are at ease with the pace and scope of the curriculum. However, some pupils may need temporary external or internal learning support to ensure their happiness and success. The aim is to identify problems early in a child's school career, if need be after an assessment by an educational psychologist, so that extra help can be given promptly either by School staff or outside specialists. Parents are kept informed to ensure that home and school work closely together. In-house learning support is given by the form teacher, subject teacher or other member of staff as appropriate. External specialists and support may also be recommended. Such support is co-ordinated and monitored by the relevant pupil's form teacher who reports back at regular intervals to the Headteacher. Where necessary an Individual Educational Plan is prepared and is reviewed and monitored by the Headteacher. Annual Reviews are carried out for any child with Special Educational Needs or an Education, Health and Care Plan. Fees payable in respect of additional support (if any) shall be approved in advance by the Parents and paid as an additional sum under clause (g) of Part 1.

Part 4: Roles of the School and Parents

a. The School agrees to:

- educate the Pupil through a broad and balanced curriculum. A carefully planned programme of study aims to ensure steady and sustained progress;
- prepare the Pupil for entry to preparatory/senior schools as appropriate;
- respond to changes in the external environment, in legislation, and in the requirements of the other schools to which the Pupils may go. The School thus reserves the right to make changes in all aspects of the School, including the educational curriculum, if it is felt necessary or right for the School and its pupils;
- accept responsibility for the welfare of the Pupil from the start of the school day, including Early Birds and music lessons, to the end of the school day including Late Birds, music lessons and other organised activities;
- open the School on all days during term time. However, the Headteacher reserves the right to close the School if circumstances beyond her control mean that the School cannot be operated safely. In this event, the School is not obliged to make any refund or to extend the period of the normal term;
- monitor the Pupil's progress, give regular oral feedback and at least once a year to give a written report to both Parents (and if separated or divorced a copy will be provided to each Parent). Parents will be advised if there is any concern about the Pupil's progress but the School does not undertake to diagnose specific learning difficulties. However the School will, on request, advise the Parents as to how they may, at their own expense, obtain specialist advice. The School would be prepared to support that advice as far as possible;
- supply information and a reference for the Pupil in support of an application for admission to any educational institution. Any such reference will be confidential. The School will take care to ensure that all information supplied is accurate and that any opinion given on the Pupil's ability, aptitude and character is fair;
- inform the Parents of any illness or accident affecting the Pupil, that may occur during the School day, either at the end of the School day when the Pupil is collected or earlier if it is considered that the Pupil is not well enough to continue at the School, or in the event of a serious accident or illness. The School can ask for the Pupil to be taken home, or recommend that the Pupil be taken for medical attention. If appropriate, the School can ask for a medical opinion or a certificate on the health of the Pupil;
- preserve confidentiality of information concerning the Pupil and the Parents. However, the School (through the Headteacher) will obtain, hold, use and communicate on a "need to know" basis confidential information which, in the opinion of the Headteacher, is material to the safety and welfare of the Pupil and others. The School may also communicate with other schools which the Pupil has attended, attends or may attend, about any matter concerning the Pupil or the payment of fees; and
- take the necessary steps to ensure that whenever the Pupil is taking part in official school outings and visits, proper transport is arranged and that the Pupil is accompanied by responsible staff, who may be assisted by parents of other pupils.

b. The Parents (and each of them) agree to:

- ensure that the School holds up to date contact details for home and office: address, telephone, mobile and email;
- notify the School of arrangements made in the event of their temporary absence from home in terms of the details of the person taking responsibility for the Pupil in case of accident or illness;
- take responsibility for ensuring that the Pupil is delivered to the School in good time for the start of the day, and that he or she is collected promptly at the end of the school day;
- draw the Pupil's attention to the provisions of all relevant School Policies and ensure that he/she complies fully with them;
- take responsibility for ensuring that the Pupil attends the School on each day of each School term. Except in the case of illness, the Parents must obtain, in advance, the School's consent for any intended Pupil absence during the published School terms;
- advise the School as soon as possible before the start of the School day if the Pupil is unable to attend for any reason;
- inform the School if the Pupil is going to be collected by someone other than a Parent;
- the Pupil taking part in school outings and visits, details of which will be given to the Parents in advance, and agree he or she may travel by whatever means of transport is deemed appropriate by the School and to the Pupil participating in sporting activities, including swimming, which may take place off the School site and require transport;
- insure the Pupil's possessions and ensure that unsuitable items are not brought to School. The School will accept no responsibility for loss or damage to the Pupil's personal possessions, so far as permitted by law;
- inform the School immediately if the Pupil develops or is in contact with an infectious disease and, for the duration of any disease or illness, keep the Pupil at home until signed off by his or her GP or medical advisor. The School's medical advisor may be involved where appropriate;
- notify the School in writing of any existing or new medical condition or allergy whether short term or long term, and to explain what treatment has been prescribed, and, in the case of an allergy, what, if any, medication is to be administered in the event of an emergency or allergic reaction. Whilst the School will take every precaution following such notification, the School will not accept responsibility for the consequences of an allergic reaction, including to any food consumed by the Pupil, whether at the School or on an outing, visit or sporting fixture away from the School (so far as permitted by law);
- the Pupil, with the Headteacher's consent if neither of the Parents can be contacted in time, receiving emergency medical treatment at an NHS or private hospital, including blood transfusions (unless the Parents have previously notified the School that they object to blood transfusions), general anaesthetic and operations where certified by an appropriately qualified person that this is necessary for the Pupil's immediate welfare;
- allow Members of Staff and those assisting Members of Staff, to give the Pupil all the general health care and first aid services provided at the School under the supervision of an appropriately qualified First Aider;
- allow Members of Staff and those assisting Members of Staff, to have such physical contact with the Pupil as is necessary, proper and appropriate for teaching, to provide comfort, maintain safety and good order;
- allow the School to treat: (i) the decision of one Parent as binding on both Parents, unless the School is given express notice to the contrary; and (ii) a notification to one Parent as a notification to both Parents; and
- allow the School to supply information and a reference, in confidence, in respect of a request received from any educational institution to which they propose to send the Pupil.

Part 5: Data Protection

Personal data about the Parents and Pupil will be collected by the School from the registration form and Acceptance Documentation together with other information provided by the Parents/Pupil and otherwise. In respect of all such personal data, without prejudice to the provisions of Part 4, the Parents agree:

- to the processing of all such personal data for the purposes of: (i) promoting the School to prospective pupils/parents and publicising the School's activities; (ii) managing relationships between the School and current pupils/parents and the body of former pupils; (iii) performing the School's obligations under this Parent School Contract (which may include processing sensitive personal data about the Pupil (such as medical details)); (iv) complying with any requirement of any applicable statute, regulation and guidelines; (v) protecting its (and others') property and rights; (vi) as otherwise agreed by the Parents (or, where validly consented to, the Pupil);
- in addition to the above, to the School taking photographs (and videos) of the Pupil (and, where applicable, the Parents) during the course of normal school activities, in School, on outings, visits or at sporting events and using these both when the Pupil is at the School and after the Pupil has left for the purposes set out above. The above includes use of such information by the School in/on the School's prospectus (in whatever format or medium) and the School's website. Images may be printed or kept in digital format;
- that each Parent is entitled to receive relevant information about the Pupil from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons unless the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example under the General Data Protection Regulation 2018);
- that, subject as set out above, the School may pass on the personal data to a third party as follows (only): (i) where, in relation to the performance of the above, the School sub-contracts part of the work; (ii) by the School's payment processing provider, bank and merchant bank for the purposes of processing payments; (iii) as agreed by the Parents; or (iv) where required to do so under any applicable statute, regulation and guidelines;
- that the School may use the personal data to make contact from time to time by post, e-mail or telephone for any of the above purposes, unless the Parent (or, where applicable, the Pupil) requests otherwise; and
- that the School may disclose Parents' contact details to other parents in class address lists unless otherwise indicated in the Pupil Profile form signed by the Parents.

Parents (and, where applicable, pupils) have rights to (subject to payment of an administration fee) access copies of their personal data and change the permissions given in respect of the processing of it.

Further details of the School Data Protection and Privacy Policy can be found on the Falkner House website at www.falknerhouse.co.uk/brechin-place/policies

Part 6: General

a. Intellectual Property Rights

The School shall recognise any intellectual property rights vested in the Pupil.

b. Changes in Ownership etc

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of the contract formed between the Parents and the School in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

c. Interpretation

Headings in this Parent School Contract are for ease of understanding only and do not form part of this Parent School Contract.

d. Jurisdiction and Governing Law

The contract formed between the Parents and the School shall be governed by English law. The Parents agree to submit to the exclusive jurisdiction of the English courts.

e. Variations

The School reserves the right to change or add to the terms of this Parent School Contract from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send the Parents notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

f. Partial Invalidity

If any part of this Parent School Contract should prove to be invalid or unenforceable for any reason, that shall not affect the validity or enforceability of the remainder of this Parent School Contract.

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