

Atelier 21 Future School Terms and Conditions

1. Introduction

These terms and conditions tell you on what basis we provide educational services and reflect the custom and practice of many independent schools. Please read these terms and conditions carefully before you accept our offer of a place at the School for your child. If you have any questions regarding these terms and conditions please contact the School Business Manager.

Together with any letter of offer and any acceptance form signed by you, these terms and conditions form the legally-binding contract for educational services made between you and the School in relation to your child, otherwise referred to as “the Contract”

These terms and conditions supersede any previously in force. Headings are for ease of reading only and are not otherwise part of the terms and conditions. Any examples given are by way of illustration only and are not exhaustive.

2. Definitions

“**acceptance form**” means the document produced by the School for parents to complete and which once signed confirms acceptance of the School’s offer of a place at the School for the Pupil.

“**admission**” occurs when Parents accept the offer of a place.

“**acceptance deposit**” means the amount set out and referred to as the deposit in the Acceptance Form and that is separately set out in the Schedule of Fees

“**entry**” is the date when the Pupil attends the School for the first time pursuant to the Contract.

“**permanently exclude**” means that the Pupil has been expelled from the School or otherwise required to leave by the School.

“**Fee**” and “**Fees**” means the termly fees set out in the Schedule of Fees

“**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 the School that term

“**Proprietor**” means the owner of the school, who is responsible for the governance of the School.

“**Head of School**” means the person who has overall executive responsibility for the running of the School.

“**the Parents**”, “**you**” or “**yours**” means any person who has signed the acceptance form and/or who has accepted responsibility for a child’s attendance at the School.

“the Pupil”, “child” or “your child” is the child or person named on the acceptance form, admitted by the School to be educated.

“registration form” means the document produced by the school for parents to complete that initiates the admissions process

“the School”, “we” and “us” means Atelier 21 Future School, a trading name for Atelier 21 Ltd, a company registered in England and Wales. Our company number is 12422435 and our registered office is Broadfield House, Broadfield Park, Brighton Road, Crawley, West Sussex, England, RH11 9RZ.

“supplemental charges” means items that are payable by you either to the School or to a third party that are in addition to the Fees.

“suspension” means that a pupil has been sent or released home by reason of non-payment of Fees.

A “term’s notice” means written notice given not later than the first day of term before the term to which the notice relates.

“withdrawal” means that the Parents have withdrawn the Pupil from the School .

3. Acceptance and Deposit

- 3.1 Applicants will be considered as candidates for admission and entry to the School when the registration form has been completed and returned to us. Upon registration you and your child shall be required to visit the school for a taster day and/or meeting with the Head of School for the purpose of ensuring that you fully understand the School’s ethos and teaching approach.
- 3.2 Admission will be subject to the availability of a place and you and your child satisfying the admission requirements at the time.
- 3.3 An offer of a place at the School is accepted by you upon completion and return of an Acceptance Form.
- 3.4 The offer of a place and its acceptance by you gives rise to a legally binding contract between you and the School. Only you and the School are parties to the Contract. Your child is not a party to and may not enforce the Contract.
- 3.5 You are legally responsible, individually and jointly, for complying with your obligations under the Contract. The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form in respect of your child as having been given on behalf of all persons who have signed the Acceptance Form.
- 3.6 An acceptance deposit will be payable when you accept the offer of a place. **The acceptance deposit is non-refundable in the event your child does not take up a place at the School.** The only exception to this will be where the School fills the vacancy created by your child’s withdrawal, in which case the acceptance deposit shall be refunded, less any administrative costs, or reasonable estimation of such costs. The acceptance deposit will form part of the general funds of the School and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the School when your child leaves the School.

4. Parent Obligations

- 4.1 You agree to:
 - cooperate with the School and School Staff in good faith;
 - fulfil your obligations under the Contract (including paying Fees on time);

- do all that you reasonably can to ensure your child takes a full part in the activities of the School;
- do all that you reasonably can to ensure your child attends each School day, is punctual and appropriately dressed for the activities in which they will be engaged;
- do all that you reasonably can to ensure that your child applies themselves, complies with the School's Behaviour Management Policy;
- encourage you child in their studies and give them appropriate support at home;
- maintain a courteous and constructive relationship with School staff;
- provide cooperation and assistance to the School to enable your child to participate and benefit from the School's provision of education (including where the School wishes to provide such education remotely);
- attend meetings and otherwise keep in touch with the School;
- keep the School informed of matters affecting you child of which the School needs to be aware and ensure that all details or other information notified or otherwise disclosed to the School about your child is accurate, truthful, and not misleading and that relevant details and information (or changes to it) are not withheld; and
- provide to the School such information as we may reasonably require about your child, including but not limited to:
 - any known medical condition, health problem, allergy, or diagnosed dietary requirement;
 - any prescribed medication;
 - any lack of any vaccination which the child would ordinarily have by their age;
 - any family circumstances or court orders which might affect the child's welfare or happiness;
 - any concerns about the child's safety

4.2 You shall inform the School of any change in the your or your child's circumstances of which the School reasonably needs to be aware (including, where applicable, any change to the child's entitlement to enter, reside and/or study in the United Kingdom); and any change to information about you or the child that has previously been notified to the School, such as contact details, including e-mail, and those of any authorised persons who may collect the child on your behalf. Parents must ensure that these details are accurate and keep these details up-to-date, by promptly informing the School whenever they change.

4.3 You must notify the School of your child's health/medical conditions or special educational needs. It is a condition of your child's joining the School that you complete and submit to the School a medical Care Plan Form in respect of your child, when required. You must inform the School of any health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, or that you suspect, whether long-term or short-term, including any infections. You must also provide, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the above.

4.4 If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit them to return to the School until such time as the health risk has passed, or in accordance with government guidelines. Where it is considered appropriate in such circumstances the School will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

4.5 You must notify us of any special arrangements needed for your child. You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare.

- 4.6 We are entitled to expect that Parents have consulted with each other regarding decisions relating to their child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned.
- 4.7 We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).
- 4.8 You must notify us of your child's absence from School. The School must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- 4.9 Complaints should be made in accordance with the School's Complaints Policy, a copy of which is available upon request from the School Office or on the School's website.

5 The School's Obligations

- 5.1 Subject to these terms and conditions, the School will accept your child as a pupil of the School from the time of joining the School until the end of Year 11.
- 5.2 While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School. We cannot accept any responsibility for the welfare of your child while off the School premises unless your child is taking part in a school activity or otherwise under the supervision of a member of School staff.
- 5.3 Unless you notify us to the contrary, you consent to your child participating, under supervision, in normal sports and activities which may entail some risk of physical injury.
- 5.4 If your child requires urgent medical attention while under the School's care, we will if practicable try to obtain your prior consent. However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a paramedic, doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion).
- 5.5 If your child becomes ill while under the Schools' care we will contact you or the emergency contact indicated on the Pupil Admission Form. You must inform us immediately of any changes to these emergency contact details.
- 5.6 Our website and brochure and other materials describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises)).
- 5.7 We will give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect.
- 5.8 We will monitor your child's progress at the School and produce regular written reports in accordance with the School's Assessment Policy, a copy of which is available upon request from the School Office or on the School's website.

6 Data Use and Protection

- 6.1 The School will need to use information relating to you and your child (including names, contact details, school records, photographs and video recordings) whilst your child is at the School and after your child has left, for various purposes connected with the running of the School and to meet our various obligations under law, and in accordance with various requirements and standards.
- 6.2 The School will process personal data about you and your child in accordance with the applicable data protection legislation. The School will process such personal data in order to comply with any court order, request from or referral to an appropriate authority or legal, regulatory or good practice requirement; to perform the School's obligations under the Contract and for the purposes set out in the Contract; and where otherwise reasonably necessary for the School's legitimate purposes.
- 6.3 The School's privacy notice gives further information about our use of personal data and the rights of data subjects is available from the School Office and on the School website.
- 6.4 We use observations including photographs to record your child's development, subject to you providing your consent on the Pupil Admission Form. We may also take photographs and/or videos of your child for promotional, training and/or display purposes. If you do not wish for your child to be included in such photographs or videos, you must inform us using the relevant section of the Pupil Admission Form.

7 Force Majeure

- 7.1 Neither you nor the School will be liable if they are unable fully or promptly to perform their obligations under the Contract as a result of any of the following circumstances provided they do everything they reasonably can to mitigate their effect: accident, fire, flood, storm, bad weather (including heavy snow disrupting transport) or other Act of God, pandemic or epidemic of any disease (including but not limited to COVID-19), industrial action, war, riot, civil unrest, terrorist threat, attack or incident, chemical or biological contamination, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority). (Please see clause 15.10)

8 Food and Dietary Requirements

- 8.1 We will work with you to provide suitable food for your child, if they have a special dietary requirement or any allergies as diagnosed by a doctor or dietician. All reasonable care will be taken to ensure that your child does not come into contact with certain foods with support from parents.

9 Off-site Activities, Trips and Visits

- 9.1 Your child will be able to participate in a variety of School trips and educational visits whilst at the School. The cost of some activities, trips and visits will be charged as an extra, and where required the cost will be payable in advance. Parental consent is required for all trips away from the usual school premises. For off-site activities that are regular and in the local vicinity this consent can be given via a general consent within the Pupil Admissions Form. School trips abroad or those in the United Kingdom involving public transport or an overnight stay will be the subject of a separate agreement and consent from you.

10 Transport

- 10.1 You consent to your child travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

11 Insurance and Liability

- 11.1 You child is responsible for the security and safe use of all their personal property (including bicycles, money, watches, computers, calculators, etc) and for property lent to them by the School.
- 11.2 You are responsible for insurance of your child's personal property whilst at the School or on the way to and from School or any School-organised activity away from School premises.
- 11.3 Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to you or your child, or for loss or damage to property, or loss of profits, or consequential loss. We shall not be liable for any loss of earnings or loss of profits should your child become ill whilst under the School's care. We shall not be liable for any loss or damage to any motor vehicle sustained whilst on our premises or on route to or from our premises.

12 Welfare and Safeguarding

- 12.1 The School will do all that is reasonable to safeguard and promote your child's welfare. You consent to such physical contact as may accord with good practice, and be appropriate and proper for teaching and instruction and for providing comfort to a Pupil in distress, or to maintain safety and good order, or in connection with your child's health and welfare, for example the provision of First Aid. For the avoidance of doubt, corporal punishment is prohibited.
- 12.2 We will make sunscreen available to all Pupils for self-application on necessary days, and EYFS staff may assist EYFS pupils with applying sunscreen to exposed skin as required, unless you ask us not to.
- 12.3 We have a legal and moral obligation to report to the relevant authorities any suspicions we have that a Pupil has suffered neglect or abuse, or is suspected to be at risk of suffering neglect or abuse, and when necessary we may contact the relevant authorities without your consent and /or without informing you.

13 Termination by the Parents

- 13.1 A term's notice must be given in writing if you wish:
- to cancel a place which you have accepted;
 - to withdraw your child after Entry; or
 - your child to discontinue extra tuition that is being charged for by the School.
- 13.2 Notice must be addressed to the Head of School. You are reminded that a "term's notice" means written notice given not later than the first day of term before the term to which the notice relates.
- 13.3 If you cancel you acceptance of a place less than a term before the entry date or your child does not join the School after a place has been accepted but not cancelled, a term's Fees will be payable and the deposit will be credited to you account.
- 13.4 Parents who cancel their acceptance of a place on more than a full term's notice before entry will not be required to pay Fees in lieu of notice but the deposit will be retained by the School.
- 13.5 If your child is withdrawn on less than a term's notice Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question. In these circumstances, the deposit will be credited to your account
- 13.6 The charge to Fees in lieu of notice in paragraphs 13.3 and 13.5 above is necessary to promote stability, to enable the School to plan its staffing and other requirements. Cases involving serious hardship will receive special consideration on written request and provided you provide full disclosure of your financial circumstances.

- 13.7 Where reasonably practicable, you will consult with the Head of School before giving notice to withdraw your child from the School.
- 13.8 If your child is suspended from the School for 14 consecutive days by reason of non-payment of Fees by you, your child will be deemed to have been withdrawn by you (without notice) on the expiry of that 14 day period, unless the School agrees otherwise. In these circumstances, a term's Fees in lieu of notice will be payable by you.
- 13.9 You may end this contract at any time by notice in writing to the School if you have a legal right to end the contract because of something the School have done wrong; or if the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

14 Termination by the School

- 14.1 The School may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:
- you do not make a payment to us when it is due and you still do not make payment within 14 days of us reminding you that such payment is due;
 - you make a serious misrepresentation of facts or circumstances to us, or you withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child;
 - you are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
 - you otherwise do not comply with (i.e. you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head of School's reasonable discretion, the School is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.
- 14.2 The school may exclude your child, either for a fixed period (fixed-term exclusion) or permanently in accordance with the School's Exclusion Policy, a copy of which is available upon request from the School Office or from the School's website. Fees are payable during fixed-term exclusions, see para 15.10
- 14.3 The School will not permanently exclude your child without good cause. In the event your child is permanently excluded you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded, and the deposit will be forfeited meaning that the School will retain the deposit.
- 14.4 For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the School's final invoice or at the end of your child's schooling at the end of Year 11, whichever is the later.
- 14.5 Once this contract ends, it will not affect any legal rights or obligations that either you or the School have that may already have arisen. After this contract ends, you and the School will keep any rights we have under general law.

15 Fees

- 15.1 The Fees include the cost incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials.
- 15.2 Certain services, (i.e. school transport service, after school club) or extra-curricular activities (i.e. private music lessons) are supplemental to the Fees and are referred to as supplemental charges. Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees.

- 15.3 Each term's Fees accrue separately and the Fees payable in respect of each term will be included in an invoice sent to the persons who signed the Acceptance Form.
- 15.4 Invoices will be sent not less than 14 days before the first day of the School term to which they relate.
- 15.5 Fees are due and payable on the day before the first day of the School term to which they relate.
- 15.6 You are not deemed to have paid a sum to the School until the School is in receipt of the cleared funds in its bank account.
- 15.7 Fees must be paid in full by bank transfer. All payments should reference your child's first initial and surname. Payment by cash or cheque is not acceptable.
- 15.8 Each person who has signed the acceptance form is jointly and severally liable for the whole of the Fees. The persons who have signed the Acceptance Form remain liable to the School for the Fees, unless the School has expressly agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the Fees.
- 15.9 You believe you are able to pay the Fees and confirm that you are not in arrears in paying fees to any other school or educational establishment. You must notify the School if you become aware of circumstances which may prevent you from promptly paying the Fees. The School reserves the right to carry out credit-reference checks in respect of the Parents (including by making enquiries of other schools) and you agree to sign any documentation and give any consents required for this purpose.
- 15.10 Fees will not be refunded or waived:
- for absence through sickness or injury; or
 - if a pupil is released home after public examinations or otherwise before the normal end of term; or
 - if the School has to close for a period due to health risk, bad weather or any of the other circumstances mentioned in clause 7.1 (Force Majeure); or
 - if your child is subject to exclusion in accordance with the Schools' Exclusion Policy.
- 15.11 Subject to prior arrangement with the Proprietor, Fees can be paid in equal monthly instalments for the term to which they relate. Monthly instalment must be paid at the beginning of the month to which they relate.
- 15.12 Fees are normally reviewed once a year and may be increased by such amount as the School considers reasonable. Any increase in Fees will usually be on a term's notice. If less than a term's notice is given by the School in respect of a tuition fee increase of greater than 8%, notice of withdrawal given by you within 21 days after notice of the increase was received will not incur a term's Fees in lieu of notice.
- 15.13 A discount of 5% will be applied to each sibling's account. Siblings are defined as children living at the same address who share one or both parents or adoptive parents.
- 15.14 The School may be required in some circumstances to obtain satisfactory evidence of the identity of a person who is paying Fees in respect of anti-money laundering. For the avoidance of doubt, the School cannot accept payment in cash.
- 15.15 You agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of yours.
- 15.16 An agreement with a third party (such as a grandparent or other relative) to pay the Fees or any other sum due to the School does not release you from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Proprietor. The School reserves the right to refuse a payment from a third party.
- 15.17 An administration charge of 1% will be added to the balance of Fees not paid on the first day of term, i.e a late payment charge. This charge will be applied to any unpaid balance of Fees including fees that you have arranged to pay by instalments. In addition, interest may be charged

by the School on a day-to-day basis on Fees which are not paid on the due date for payment until payment in full. The maximum rate of interest that the School may charge will be 1.25% per calendar month.

- 15.18 The School reserves the right to suspend your child while Fees remain unpaid by giving you not less than two days' written notice. Whilst your child is suspended:
- you shall ensure that your child is appropriately supervised and does not come into School; and
 - the School shall have no obligation to provide your child with any teaching or other support.
- 15.19 If your child is suspended for 14 consecutive days by reason of non-payment of Fees, your child will (unless the School agrees otherwise) be deemed to have been withdrawn by you without notice.
- 15.20 If you fail to pay any sum due to the School on or before the due date for payment, you shall (on demand) reimburse the School in respect of any reasonable costs and expenses (including legal fees) that the School incurs as a result of your default and/or any action taken by the School to recover the debt from you.
- 15.21 If you wish to withdraw your child from an activity charged for as supplemental, you must either give a term's notice to that effect or shall pay to the School as a debt a term's charges for the activity in which your child has ceased to participate.
- 15.22 The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

16 General

- 16.1 Our marketing materials (brochure, website, etc) describe the broad principles on which the School is presently run and gives an indication of our ethos. Whilst believed to be correct and accurate, our marketing materials do not form part of the Contract. You may not place specific reliance on a matter contained in our marketing materials nor on any statement made by a member of staff or pupil during the course of a tour of the School or a related meeting unless you have obtained written confirmation of that matter or statement from the Head of School before signing the acceptance form.
- 16.2 The Head of School may exclude you from the School premises if the Head considers such exclusion to be in the best interests of your child or the School.
- 16.3 We reserve the right to change or add to these terms and conditions where such a need arises from changes in regulations or legislation affecting us, or for safety or other substantive reasons, or in order to assist the proper delivery of education at the School. The School will give you a term's notice of any variation to these terms and conditions.
- 16.4 The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.
- 16.5 If we choose not to enforce any part of this contract, or delay enforcing it, this will not constitute a waiver of our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.
- 16.6 All notices required to be given under the Contract must be given in writing. You must promptly notify the School of any change of address (whether postal or email) of any person who has signed the acceptance form. Notices will be sent by the School by post and/or email to the postal and/or email address shown in its records and (unless other arrangements are agreed between you and the School) the School shall be entitled to treat any notice given by the School

to any person who has signed the acceptance form in respect of the Pupil as having been given to both or all such persons.

- 16.7 Notices that you are required to give under the Contract must be addressed to the Head of School and sent by post and/or email. A notice sent to the Head of School by email must be sent to the email address shown on the School's website. If sent by first class post, a notice shall be deemed to have been given on the second working day after posting. For these purposes "working day" means a day which is not a Saturday or Sunday, nor an English bank holiday.

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