



Standard Terms and Conditions

Introduction

These Standard Terms and Conditions ('the STC') are intended to govern the education and welfare of each pupil and the stability, proper resourcing and development of St George's Preparatory School Limited ('the school'). This document replaces all Standard Terms and Conditions previously in force.

The offer of a place at the school and its acceptance by the parents gives rise to a legally binding contract. The school reserves the right to vary the STC document or to cancel the contract giving one term's notice (or earlier should exceptional circumstances prevail).

The term 'parents' includes one or both parents and / or legal guardians or those who have legal parental responsibility for the child ('the Pupil'). Parents are legally responsible, individually and jointly, for complying with their obligations under the STC. The term 'Parents' Fee Account (PFA)' relates to an account opened in the name of the parents when the first child of a new family joins the School and it records all financial transactions between the School and the parents.

Registration and Admission to the School

Following initial discussions with the Headmaster, should a place at the school be available, admission is confirmed and a place at school reserved on submission of the completed registration and admission forms signed by the parents along with payment of the combined registration and admissions fees prevailing at that time.

The admission fee for all school years from LDB to Year VI is equal to one half of a full term's fees of the relevant year group. The admissions element of this payment will be deducted from the Parents' fee account when the pupil's final term's fees are invoiced prior to them leaving the school but will be forfeited if the pupil fails to take up their offered place.

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St George's
PREPARATORY SCHOOL
Preparing Children For Life

Standard Terms and Conditions

The combined registration and admission deposit for a place in Little Dragon's Nursery is a set fee irrespective of the number of sessions that will be attended. This fee will be based on the rate prevailing at the time.

Each parent or legal guardian with parental responsibility for the education of the pupil must sign the admission form. Should any changes to the account holder's information be subsequently required, this must be submitted to the school in writing and agreed by all parties.

Disclosure

Parents must, as soon as possible, disclose to the School any known medical condition, health problem, contact with infectious diseases or allergy affecting the Pupil, any history of learning or behavioural difficulties on the part of the pupil or any member of his/her immediate family, or any circumstances or court order which might affect the pupil's welfare, safety or happiness. All information held by the school will be treated confidentially.

Parents are responsible for providing up to date information as, and when, requested and must, as soon as possible, notify the school of any changes in their own or the pupil's circumstances. The school is unable to accept responsibility for any subsequent issues that may arise where they have not been supplied with current information.

Confidentiality

The school will take care to preserve the confidentiality of information concerning all Pupils and their families. Parents consent, on behalf of themselves and the pupil, to the school obtaining, holding, using and communicating, on a need-to-know basis, confidential information which, in the opinion of the Headmaster, is material to the safety and welfare of the pupil and others. In addition, parents consent to the school communicating with any other school or child care facility which the

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pupil attends or has attended, or which a parent proposes the pupil should attend, about any matter concerning the pupil or about payment of fees.

Photographs and Other Images

It is the practice of the school to include some photographs or images of pupils in promotional material, such as the prospectus, website, local and social media. The school has a policy on the use of images and conditions of use and a copy is given to parents when the pupil enters school. Parents who do not want the pupil's photograph or image or the pupil's name to appear in any of the school's promotional material or in other media must give written notice to that effect, on the appropriate form issued by the school.

Data Protection

The school complies with data protection legislation and has its own GDPR Policy in place (refer to the School website). Those who have "parental responsibility" (i.e. legal responsibility for the Pupil) are entitled to receive relevant information concerning the pupil unless a court order has been made to the contrary or there are other reasons which justify the school withholding information to safeguard the welfare and best interests of the pupil.

Pupil's Personal Property

Pupils are responsible for the security, care and safe use of all their personal property including, but not limited to, uniform, money, watches, computers, calculators, musical instruments and sports equipment. Pupils are also responsible for property lent or hired to them by the School.

Liability

The School does not accept responsibility for accidental injury or any other loss caused to pupils, parents or any other visitor or for loss or damage to their property.

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Insurance

Parents are responsible for the insurance of pupils' personal property whilst at school or on any school-sponsored activity away from the school premises.

Collection of Pupils

It is the responsibility of the parents to make appropriate arrangements to collect pupils at the end of the school day if they are unable to do so themselves and to notify the school accordingly.

Transport and Educational Visits

The school provides opportunities for educational visits and the participation in sports lessons and fixtures at locations away from school premises. When the pupil enters school, parents are requested to give consent for the pupil to participate in school-promoted activities and to travel by school transport or appropriate alternative transport. Parents who do not want the pupil to participate in such activities or travel by school transport must give written notice to that effect, on the appropriate form.

Where additional charges are required to cover the cost of any educational visits, parents will be invoiced appropriately and undertake to pay all extra charges in full (unless prior written agreement is made with the school in an appropriate time scale regarding the pupil's non-participation in the visit).

Reports and References

Information supplied to parents and others concerning the progress and character of pupils, about examination and further education prospects and any references, will be given conscientiously and with all due care and skill but otherwise without liability on the part of the school.

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Educational Needs

The School will do all that it perceives reasonable for each pupil to detect and deal appropriately with any "educational need". The school's teaching staff is not, however, qualified to make a formal diagnosis of conditions, such as those commonly referred to as dyslexia, or of other learning difficulties. The screening tests which are available to the school are indicative only and not infallible. A formal assessment may be arranged by the parents at their own expense.

Parents must notify the Headmaster, in writing, if they are aware or suspect that a pupil has any special educational needs. In that event, the parents must provide the school with copies of all written reports and other relevant information.

Bursaries

The Trustees of the Jersey Educational Trust offer a limited number of bursaries to enable pupils to attend or continue at the School who would otherwise be unable to do so for financial reasons. Further information can be obtained from the Bursar's Office.

Scholarships

Annually, and also from time-to-time, the school (Headmaster) awards a limited number of scholarships to pupils who are able to demonstrate exceptional academic, sporting or musical prowess, or who would contribute positively to the life of the school.

Fees

The standard termly fees include refreshments and lunches for pupils remaining at the school all day, all classroom books and supplies and activities taught within the school timetable. Certain

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activities and musical tuition will be individual to the pupil and extra charges will be made accordingly. A current list of standard and individual fees can be obtained from the Bursar's office.

School fees are set in advance for the academic year and although the intention will be to maintain fee levels throughout, this will depend on a regular review of the School's finances and local economic factors. The School therefore reserves the right to alter any fee or charge accordingly.

Discounts on standard termly fees (based on the prevailing rate at the time) are available for alumni and to siblings of an older Pupil already in the School. This discount is not available where any pupils in the family are already in receipt of a bursary or a scholarship.

All available discounts (including bursaries and scholarships) may be withdrawn if any fees (including extras) for the Pupils are not paid when they fall due for payment.

Occasionally activities are arranged away from the School's premises and a charge may be made. These costs, together with any extra tuition fees, will be charged to the Parents' fee account.

If at any time and for any reason, including fire, health & safety, weather or medical circumstances, the school is forced to close the site, alternative business continuity arrangements will be made for the education of the children. Under such circumstances, normal school fees will be applicable, and parents undertake to settle their account in full in line with these STCs.

Payment of Fees

Payment of each term's fees and any extra charges from the preceding term is due on presentation of the invoice. If parents are paying standard fees termly, settlement is due not later than the first day of that term.

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Currently, the school's preference is for parents to pay basic tuition fees (excluding extras) by monthly standing order spreading the cost over ten months. Under this scheme standing order payments are due on or before the first day of each month between September to June. Any extras are charged by termly invoice and are due no later than the first day of the term following the invoice date. The school is constantly reviewing appropriate payment methods and will update the STC document as changes are introduced. Further details of the current payment methods can be obtained from the Bursar's office.

An agreement with a third party to pay the fees or any other sum due to the School does not release the Parents from any liability under these terms and conditions unless an express release has been given in writing signed by the Headmaster or the Bursar.

Where fees are overdue, the School reserves the right to exclude the Pupil until payment is made. A late payment administration charge will be payable on any balance of fees which remains outstanding after the due date at the prevailing rate notified by the School from time-to-time. All expenses incurred by the School in connection with the recovery of any amount overdue whether school fees, additional administrative costs or other expense including legal and Court fees and disbursements will be payable on an indemnity basis by the Parents or other responsible party. A payment made in respect of one Pupil may be appropriated by the School to the unpaid account of any other Pupil of those Parents.

Where a Pupil is excluded due to non-payment of fees the School reserves the right to vary the STC in force with that Pupil's Parents before accepting the Pupil for readmission. Where any part of invoiced school fees have not been paid in accordance with the STC, such action may constitute breach of contract and the School reserves the right to vary the STC with, and take appropriate action against, such Parents with immediate effect.

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Discontinuing Extra Charges

A half-term's written notice is required to discontinue any extra tuition, coaching or service charged by the School (music tuition). Unless proper and timely notice is given, the charge for the half-term will remain due for payment and parents undertake to settle their accounts in full.

Notice

A full term's notice of withdrawal of a pupil must be given in writing and received by the school on or before the first day of the pupil's final term. Notice should be addressed to the Headmaster and will be acknowledged by him in writing. Written provisional notice of a pupil's withdrawal will be acceptable where a final decision has not been made. Such provisional notice must be reconfirmed on or before the first day of each term thereafter failing which the notice will lapse.

Unless proper notice is given, a fee in lieu of notice will apply and is due for full settlement whether the pupil attends the school or not. The fee in lieu of notice will be equivalent to the pupil's final term's fees. Should notice be received (in writing) during the term, this fee will be adjusted to ensure that no more than the equivalent of a full term's fees are charged.

Exclusion

Following appropriate consultation with the school, parents may be required to remove a pupil, either temporarily or permanently, from the school. This may occur at any time during or at the end of a term if the Headmaster is of the opinion that the conduct or progress of the pupil has been unsatisfactory; that a parent has treated the school or its employees unreasonably; or if school fees remain unpaid. If a pupil is excluded in these circumstances, outstanding fees will be payable in full and no claim shall arise for the return of any portion of the fees for that period.

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Unless there are exceptional circumstances the decision to remove a pupil, including the manner and form of any announcement shall be at the sole discretion of the Headmaster. Unless required by law, the school shall not be required to divulge to parents (or others) any confidential 'third party' information acquired by the school during the investigation leading to the removal of a pupil.

In the event of a pupil's exclusion, the Headmaster will advise the parents of the appeal procedure, available under the school's Exclusion Policy, to enable a review of the decision by the Board of Directors.

Representations

The prospectus, parent handbook and website describe the broad principles on which the School is presently run and give an indication of the School's history and ethos. Although believed to be correct at the time of printing, these do not form part of this agreement between the Parents and the School.

Force Majeure

In circumstances where there is educational disruption and the school is unable to provide any form of alternative schooling for the children then a force majeure will apply. No party shall be liable to the other for any delay or non-performance of its obligations under this Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, terrorism, flood, explosion, health emergencies or civil commotion.

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