Terms and Conditions

I GENERAL

These Terms and Conditions reflect the long-established custom and practice of independent schools, and together with the Offer Letter, Acceptance Form, Admission Deposit, Fees Schedule and all Invoices issued by L'Ecole des Petits Ltd form the basis of a legal contract for educational services. For clarity, these Terms and Conditions constitute a binding contract between the School and the Parents. They apply to the scholastic year in which they are issued by the School and accepted in writing by the Parents, and thereafter the contract shall remain in full force and effect for as long as the Child continues to attend the School, unless and until it is replaced or superseded by a subsequent version of the Terms and Conditions issued by the School.

Teachers will only take responsibility for Pupils during official school hours.
Pupils will not be admitted to the premises before the doors are open, or kept after closing times, except children registered for extended hours, i.e. **"Garderie"**.

In case of emergency or non-attendance, the School must be informed immediately.
Absences or late attendance must be notified by telephone or email to the School at the earliest opportunity, and by 10 am at the latest. Recurrent lateness or repeated absences are unacceptable and will not be permitted. Where such patterns of attendance arise, the School reserves the right to take appropriate action.

II HEALTH & MEDICAL

Any Pupil badly hurt or seriously ill will be transported by ambulance to the nearest hospital. Parents will be notified immediately.
In the case of a medical emergency, the Parents authorise the Management to consent on their part to the Pupil receiving emergency medical treatment by an appropriately qualified person, as necessary for the Pupil's wellbeing and if the parents cannot be contacted in time.
In case of normal illness or signs of any contagious disease, including conjunctivitis, gastroenteritis and head lice, the Pupil will be sent home, and will only **be readmitted to the School with a medical certificate of clean health**.
Pupils who have not been vaccinated may attend this School, but the School will accept no liability for any eventualities that may arise from this position.

For administering medicine at School, the Parents are required to fill in the school authorisation form beforehand.
Parents will be asked to provide information concerning the Pupil's health and wellbeing before entry to the School. The Parents must, as soon as they can, disclose to the School in confidence and in writing any known medical condition, health issue or allergy affecting the Pupil or which the Pupil subsequently develops; any history of learning difficulty; any disability or special educational need; any behavioural and social difficulty; or any change in family circumstances that could affect the Pupil's wellbeing.

III CONFIDENTIALITY & LEGALITY

The Parents authorise the Management to impart confidential information on a "need-to-know" basis where necessary to protect the Pupil's health and wellbeing or to avert a perceived risk of serious harm occurring to the Pupil or another person at the School.

In the case of children who attended another school prior to registering with us, we reserve the right to contact such School in the interest of the Child's further education, to request information such as, but not limited to, safeguarding, progress reports, exclusions and observations.

Under The Education Regulations 2016, schools are now legally required to notify their Local Authority of every new entry to the admission register within five days of the Pupil being enrolled. In addition to this, withdrawal from the school register must also be notified to the Local Authority, providing the name and address of the new School, and confirmation of the Parent's ongoing address at that time, no later than the date on which the Pupil is removed from the roll. All such

information will be treated as confidential under the rules of the General Data Protection Regulation. Any change in circumstances or personal details must be provided to the School in writing at the time of change.

IV COLLECTION OF PUPILS

Pupils will only be allowed to leave the School with a parent, a nanny or any other authorised person.
Any other person coming to collect a Pupil, including friends, family and other Parents, must have written authorisation from the Parents.
New nannies must be introduced to the teachers by the Parents.

For essential reasons of safety, Parents must not allow their children, **under any circumstances**, to play with any school equipment in the playground (slide, climbing frame, cycles and scooters….) once they have been collected from their teachers. Once a Pupil has been collected from the teacher, **the Parent is responsible for the Child and his/her actions and safety, even while still on the school premises**. The School will accept no liability for any event that may befall the Child once he/she has been handed over by the teacher.

V SCHOOL OUTINGS

All Pupils will participate in day educational visits whilst at the schools, the costs of which are included in the term fees. Where a trip involves an overnight stay (Classe Verte for example) or a trip abroad, there will be an extra cost, notified to the Parents in advance. The Pupil is subject to school rules in all respects whilst on a school trip.

VI PHYSICAL CONTACT & SPORTS

The Parents consent to such physical contact as may be appropriate and proper and good practice for teaching and instruction and for providing comfort to a Pupil in distress as well as maintaining safety and good order. Parents also consent to their Child participating in both contact and non-contact sports and other activities as part of the normal School and extra-curricular programmes and acknowledge that while the School will provide appropriate supervision, the risk of injury cannot be excluded.

VII PHOTOGRAPHS

As is normal custom and practice in most independent schools, L'Ecole des Petits and L'Ecole de Battersea include some photographs or images of Pupils in the School's promotional material, for instance, the prospectus, website, bulletins and newsletters, and marketing and advertising literature. Before a Pupil may have their photo used by the School for this purpose, the School must have the consent of the Parents. Parents will be asked to complete a photo and video consent form – this will determine whether or not photographs or videos of your Child may be used by the School in these ways as stated on the form. The consent form will be valid throughout a Pupil's school cycle; however, consent may be amended or withdrawn at any time. If a Parent wishes to amend or withdraw consent during the academic year, a new consent form must be completed, signed, and handed in at the office.

VIII PERSONAL PROPERTY

The schools cannot accept responsibility for any losses by Pupils of their personal property. For this reason, it is recommended that children do not bring toys, jewellery, electronic equipment or any other objects to the School. **Please mark your Child's name** on all articles of clothing (hats, scarves, cardigans etc.) and on all other items (lunch boxes, satchels, bags etc.)

IX INSURANCE & LIABILITY

The Parents are responsible for insurance of the Pupil's personal property whilst at the School or on any school-related activity away from the school premises.
Unless the School is 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 the Pupil or Parents or for loss or damage to property.

X REGISTRATION

The registration fee for new children registering for 'Petite Section' is **£100 (VAT exempt),** for 'Moyenne Section' to 'CM2' **is £120 (incl. VAT)**. This is non-refundable.

XI ADMISSION & ADMISSION FEE

Admission is subject to the availability of a place and the admission requirements being satisfied at that time.
Admission occurs when Parents accept the offer of a place. The date of entry is the date that a Pupil attends or is due to attend for the first time under this contract.

A non-refundable admission fee, payable per Child, of £1,395 (VAT Exempt), for a 'Petite Section' start and **£1,674 (incl. VAT)** from 'Moyenne Section' to 'CM2'**;** is asked for **all new Pupils** on acceptance of a place at the School. Should the Pupil not attend the School after accepting a place, **the admission fee is not refundable**.

XII TERM FEES & NOTICE

The rules about fees, notice, and fees in lieu of notice are provided in good faith and are designed to help protect Parents from increases in fees and from liabilities caused by the default of others.
The Parents agree jointly and severally to pay the fees for each of the three terms, constituting the full year. Where the Parents make an agreement for a third party to pay the fees on their behalf, the Parents retain ultimate responsibility for the payment until the fees have been paid in full. The School reserves the right to exclude a Pupil with three (3) days written notice, while fees remain unpaid and overdue in accordance with the School's payment conditions as stipulated below. The Pupil is then deemed to be withdrawn from the School without notice 28 days after exclusion, and fees in lieu of notice will be payable as a debt for the following term's fees.

New Pupils. In the case of new Pupils starting in September, the first term's school fees, in accordance with the invoice received, must be paid by **1st April** prior to starting. If the fees are not received by this date, the Pupil will lose his/ her reserved place and the admission fee.
In the case of new Pupils starting during the school year, the fees are due at the time that the place is accepted by the Parents.
A new Pupil's term fees are not refundable and will still be payable as a debt if the Pupil does not attend the School at the expected time of entry.

Current Pupils. For all terms, **fees are due and payable by the end of the first week of each term** ⓘ. Fees for any term started are due in full.
Should a Pupil not return to School at the beginning of any term without providing the correct early termination notice (section XIII), then that term's fees will still be due in full.
Any **delay in payment** after the first week of the term will attract a penalty **surcharge of £50** for every two weeks delay. The accumulated shortfall of this surcharge must be paid together with the term fees.

ⓘ For the purpose of fees payment and giving notice of early departure (Clause XIII below) **Term 3 starts 1st APRIL**, each year, regardless of SPRING / EASTER holidays.

Fees will be charged in accordance with the fee scale published (by 15th March at the latest) in advance each year, and are subject to annual increases as the School determines at that time.

FEES ARE NOT REFUNDABLE IN THE EVENT OF ABSENCE OR REMOVAL OF A CHILD

Any Pupil enrolled full-time will not be able to switch to part-time (Fulham 2ndLB am only) or be entitled to a refund for part attendance.
A Pupil enrolled part-time will be able to, in exceptional circumstances, attend a full day by giving at least 24 hours' notice, but only if a place is available. The full-day fee will be applicable. (Fulham only)

The schools are registered as Independent Schools with the DfE and undergo OFSTED Inspections, but have an exemption from the Early Years Foundation Stage Profiles and therefore are unable to accept any local authority Nursery Grants. The schools do, however, accept employers' Childcare Vouchers or Tax-Free Childcare in accordance with UK Government policy. For more information on EYFS learning and development requirements - exemptions for providers,

please visit the government website https://www.gov.uk/government/publications/exemptions-from-the-eyfs-for-providers-and-individual-children .

VAT on School Fees & Admission Fees

In accordance with current English tax law applicable from 1st January 2025, Value Added Tax (VAT) at the prevailing rate of 20% shall be applied to all termly school tuition fees and ancillary charges, including but not limited to school clubs, in respect of pupils enrolled in Moyen Section through to CM2. VAT shall also be applied to admission fees for new pupils entering these year groups. For pupils enrolled in Petit Section (Nursery), admission fees, school tuition fees, and ancillary charges shall not be subject to VAT.

XIII EARLY TERMINATION

The School requires **one full school term's notice in advance, in writing,** giving reasons, for the premature removal of the Pupil from either School. This should be addressed to and received by the Principal **before the start of the first day of the term,*** at the end of which the Child will be leaving, either by email, hand-delivered or sent by recorded or guaranteed delivery to the school address. When the Pupil is removed from the School, and late notice is provided, the School requires the following term's fees (fees in lieu of notice), which constitute a contractual debt, **to be paid in full at least fifteen (15) working days before the day of leaving the School**. Holiday periods do not constitute part of the term period for early termination purposes. For the avoidance of doubt, where Parents provide late notice of withdrawal during Term Three, or after the conclusion of Term Three during the holiday period, the Fees in Lieu of Notice provision shall continue to apply in accordance with Clause **XII (Fees & Notice).** In such circumstances, the debt due shall include the tuition fees for Term One of the following scholastic year. It is considered normal that the Parents consult with the Principal before giving notice of withdrawal of a Pupil.

*For the purpose of giving notice of withdrawal, **Term 3** starts **1st APRIL**, each year, regardless of SPRING / EASTER holidays.

Any bursaries offered or facilitated by the School are discretionary, and if a Pupil is withdrawn from School without giving the appropriate notice as per paragraph XIII, early termination fees in lieu of notice will be payable.

The School Principal reserves the right to request the removal of a Pupil from the School at any time should she judge this appropriate, effective from receipt of a recorded letter sent by the School. The school fees and admission fees will not be refundable in this instance.

XIV MOVING ON TO THE FRENCH EDUCATION SYSTEM

Under the directive issued by the Service Culturel de l'Ambassade de France, Pupils leaving L'Ecole des Petits (Ecole Homologuée) at the end of their scholastic stay, that is to say Grande Section for Fulham and CM2 for Battersea, will be guaranteed a place the following year at one of the AEFE French schools (eg. Lycée Français Charles de Gaulle or its annexes, CFBL, Lycée international de Londres W. Churchill.)

Any Pupils leaving L'Ecole at an earlier time **will not be guaranteed a place** in the AEFE schools included in the Charte des Ecoles Homologuées.

XV SCHOOL UNIFORM

The Battersea school uniform is compulsory to wear for all Pupils from CP up to CM2 in accordance with the published list with the supplier AlleyCatz. For the Classes Maternelles (Nursery) at Battersea and Fulham, the school smock is compulsory.

XVI INTERNET

Pupils are expected to use the Internet regularly as part of the school curriculum. The Parents consent to the Pupil's appropriate use of the Internet and the schools' IT network during their time at the School.

The School maintains a secure Internet filtering system for the protection of Pupils.

XVII SOCIAL NETWORKS & MEDIA

It is forbidden by the schools for any person, whether Parent, Pupil or a connected person, to comment on the schools and any children attending the schools in any way whatsoever, or to attach any photographic material of the schools or these children on any social networking site. (e.g. Facebook, Twitter etc.) or on any other media site in the public domain without the authorisation of the School.

XVIII ELECTRONIC EQUIPMENT

It is forbidden for any child to bring any electronic equipment into the School, be it a mobile, iPhone, iPad, laptop, camera, etc, without the express written authorisation in advance from the form teacher. Any such items found in the possession of a child will be confiscated and returned directly to the Parents by the Heads.

ACCEPTANCE

The terms and conditions set out in the School Regulations, Enclosures, and Registration Forms may be amended by the School from time to time. These provisions, subject to any such amendment, will apply during the whole of the period that a Pupil continues to be a member of the School. Admission to and remaining in the School for a Pupil is conditional upon acceptance of these terms and conditions and acceptance of the schools' Ethos, Rules, Aims, Values and Code of Conduct. By registering a child or children with L'Ecole des Petits Ltd and permitting their enrolment and education at either L'Ecole des Petits or L'Ecole de Battersea, the Parents acknowledge and agree that these Terms and Conditions constitute a legally binding contract between the Parents and the School. Such contract shall take effect upon enrolment, and acceptance of the School's services shall constitute agreement to be bound in full by these Terms and Conditions, whether or not a signed copy is returned by the Parents. School policies and Terms & Conditions are published on the school website and are also available on request from the school office.

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L'Ecole des Petits, L'Ecole de Battersea **School Terms & Conditions**

We have read and agree to the above terms and conditions.

Parent 1 signature:…… **Parent 2 signature:…….……..**

Print name:…… **Print name:……..**

Date:……