



ST MICHAEL'S

PREPARATORY SCHOOL

STANDARD TERMS AND CONDITIONS

1) **The School**

- a) The School is run by **St Michael's School Limited ("St Michael's School")** The Trustees also act as the Board of Governors and are drawn from a cross-section of different professional backgrounds.
- b) **Our Aims:** The aims of the School are to provide a well rounded education for children between the ages of 3 and 14 based on Christian values and, in particular, to prepare children for the appropriate entrance examinations to independent schools in the United Kingdom, as well as for entry to secondary schools within the Channel Islands. The School aims to strike a balance between academic and practical work, physical education, moral, cultural and spiritual development and the pursuit of leisure activities. The School is committed to high standards of teaching and care and welcomes parental contact. The School's environment encourages pupils to participate in work and leisure activities with enthusiasm and commitment and to behave with courtesy, tolerance and understanding, respecting the needs of others.
- c) **Your Role as Parents:** We see the education of your child as a partnership between the School and parents. You are expected to give your support and encouragement to the aims of the School and to uphold and promote its good name; to continue your child's education at home and to ensure that your child maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.

2) **Pupil Care and Discipline**

- a) **Supervision:** The School will provide supervision by staff from 08.15 until ten minutes after the end of a normal School day. The School cannot accept responsibility for pupils who arrive at School before 08.15, and all pupils must be collected by no later than ten minutes after the end of their normal School day, unless by special arrangement with the School.
- b) **Illness:** Children should not be brought to School when sick. The School provides the services of a School Nurse to deal with minor ailments and injuries, but the School does not have the facilities to accommodate sick pupils. If a pupil becomes ill during the course of the day the School Nurse may request that alternative arrangements are made for the pupil.
- c) **Parents' Authority:** While children are at School, and during School trips, staff will be entitled to take, in good faith, all decisions that in their reasonable opinion safeguard and promote the pupil's welfare. Parents expressly consent to such physical contact as may be lawful, appropriate and proper for teaching and to provide comfort to a pupil in distress or to maintain safety and good order, or in connection with the pupil's health. (Corporal punishment is not used.) Parents are required to leave emergency contact numbers with the School, but should the School be unable to contact parents at the appropriate time, after reasonable endeavor, then parents expressly delegate authority to the Head, or their most senior available staff member, to give consent to emergency medical treatment, including blood transfusions, general anaesthetic and operations, if deemed necessary for the pupil's welfare. School reserves the right to monitor pupils' email communications and internet use on school premises and parents are strongly advised to do the same at home.
- d) **Data Protection:** Information you provide will be processed for educational purposes. To ensure confidentiality and privacy, all processing will be carried out under the requirements of the Data Protection (Jersey) Law 2018, which includes the General Data Protection Regulations (GDPR). Information may occasionally be disclosed and used outside St Michael's School where it is considered to be in the pupils' best interests. For example, the Government of Jersey termly census and future school references. Your child's name and image may also be included in School and other publications where this is considered not to be against their interests. Parents who object to this course of action **MUST inform the School in writing**. The School will not add children's names to photographs on our website. The School's Privacy Policy can be viewed on the website (www.stmichaels.je), or on request. All parents are required to complete a photo permissions form on admission of their child/ren to the School.
- e) **School Trips:** From time to time children take part in School trips using the School minibuses in which each child will have their own seat with seatbelts. Occasionally, depending on numbers, children are transported in staff cars or in the cars of parents helping with the trip. **Parents who object to their children using the above forms of transport MUST inform the School in writing.**
- f) **The School Rules:** School Rules are displayed in each classroom in the School and discussed with the pupils at the start of each term and as necessary during Form Periods. The main points of the rules are given overleaf but these may be varied from time to time.
- g) **Conduct and Attendance:** The School attaches importance to courtesy, integrity, manners and good discipline. Pupils are expected to take a full part in the activities of the School, to attend punctually on each school day, to work hard, to be well behaved and to comply with the School Rules about the wearing of uniform. All pupils will receive health education (PSHE) appropriate to their age in accordance with the curriculum.
- h) **The Pupil's Health:** The Head may at any time require a medical opinion or certificate as to the pupil's general health. Parents must inform the Head in writing if the pupil has any known medical condition, health problem or allergy or has been in contact with infectious diseases. Parents must also notify the School, in writing, and, if necessary with a doctor's certificate, of their child's inability to take part in games or sporting activity. Pupils may never declare themselves 'off games' without proper adult confirmation.
- i) **Conduct of the School:** It is a condition of remaining at the School that parents and the pupil accept the School regime and the Rules as to appearance and dress and the rules of School discipline that apply. Children are expected to use electronic communication appropriately.
- j) **Bullying:** The School enforces a sensitive and caring anti-bullying policy. The staff investigate every case of unhappiness and distress and monitor unthinking and anti-social behaviour. The School may institute counselling in consultation with the parents involved. Suspension and, as a very last resort, expulsion, may be necessary to enforce the School's policy.

3) **Admission to School, Payment of Fees and Extras under terms and conditions at present available.**

- a) **Registration.** Places will be offered to children subject to availability and will be confirmed in writing.
- b) **Liability** to pay fees is the joint and several obligation of each person who has signed the entry application form or guaranteed payment of fees in respect of the child named on such form whether as principal, agent or trustee and/or every person or body having legal or de facto responsibility for the said child. Such person or body shall by virtue of such payment be deemed to have accepted the School's Standard Terms and Conditions.

- c) **Items Covered:** Fees cover the normal curriculum, including most afternoon activities and clubs organised by the School, together with most books and stationery. Various trips and visits are arranged and where required (including Activities Week, Enrichment Weeks, Music and Sports tours) will be separately invoiced and must be paid as an extra.
 - d) **IT:** A Chromebook is provided for each Year 5-9 pupil on entry. The device includes a 5-year insurance policy covering accidental damage. However, this policy is subject to strict contractual limitations. If a device suffers damage more than once within a single year, the parent/guardian is legally responsible for covering the full cost of any subsequent repairs or replacement parts. In such instances, an invoice will be issued to the parent/guardian for the applicable charges at the end of term, which must be settled before the beginning of the next term. Pupils in Year 4 and below will be provided with access to school-owned devices, such as iPads and Chromebooks, for use within the school environment and for specific educational activities. There is no charge for the provision or general use of these devices. Parents/guardians will be held responsible for the cost of repair or replacement of any School-owned device that is damaged due to negligence, misuse, or wilful act by the pupil. This includes, but is not limited to, damage to screens, keyboards, internal components, or loss of the device. The School reserves the right to determine the cause of damage and the appropriate repair or replacement cost. In such instances, an invoice will be issued to the parent/guardian for the applicable charges at the end of term, which must be settled before the beginning of the next term. Detailed information regarding charges for specific types of damage or loss is available upon request from the Finance Office.
 - e) **Registration Fee:** Is non-refundable. (a discounted fee is applicable to siblings).
 - f) **Confirmation Deposit:** To accompany the signed Acceptance Form. The Confirmation Deposit will be set against the first terms fees, unless the pupil doesn't take up the place, in which case it will be forfeited.
 - g) We require parents to inform the School at the outset of the application process about any needs which their child may have or any other significant matters which the School should reasonably be aware of because, for example, it would necessitate tailored provision and/or would materially impact on their child's attendance at School and/or ability to engage in day-to-day School life. The School may wish to discuss these matters with the parents and/or require some further information. Parents must ensure that information provided is accurate, complete and not misleading and relevant details and information (or changes to them) are shared in a timely and transparent manner. A failure to disclose relevant information and/or the provision of inaccurate, incomplete or misleading information may - in some cases - lead to the withdrawal of an offer or termination of a school place.
 - h) **Payment of fees and extras:** Fees must be paid in full before the start of term and by the due date stated on the termly fee invoice, except where advantage is taken of the School's Standing Order scheme, or any other arrangement agreed with the School. The School reserves the right to charge £50 on all overdue fees of 7 - 14 days, An additional £50 will be charged on overdue fees of 15 - 28 days. Interest will be charged at bank rate plus 8% on overdue fees of 29 or more days. The School may exclude a pupil where fees remain outstanding more than 30 days after the start of term, and the pupil will be deemed to have been withdrawn if fees are not paid in full within 30 days of exclusion. The School has an obligation to inform any other school to which you propose to send your child of any outstanding fees. Parents experiencing difficulty in paying fees owing to unforeseen circumstances are urged to discuss their situation with the Head at an early stage.
 - i) **Non-Refundability:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a pupil is released home after public examinations or otherwise before the normal end of term; or for any other cause except at the sole discretion of the Head. Parents are recommended to take advantage of the School's fees insurance scheme, and other pupil insurances, details of which are available from the Finance Office.
 - j) **Cheques:** Cheques should be drawn on a bank within the Channel Islands or within the United Kingdom, and will not be considered as payment until cleared.
 - k) **Withdrawal from School: A full term's notice must be given in writing before a pupil is withdrawn from the School or a term's fees in lieu will be due and payable.** Notice must be given no later than the last teaching day of the term preceding the term in which it is intended to take effect. If you intend to withdraw your child at the end of Year 6, notice must be given by the end of the Michaelmas Term preceding their withdrawal.
 - l) **SMS Alumni:** All pupils leaving the School will automatically become members of the SMS Alumni and may be contacted in the future concerning events at the School.
- 4) Removal, Suspension and Expulsion of a Pupil**
- a) **Removal at the Request of the School:** Parents may be advised to transfer their child to an alternative school because the style and demands of St Michael's School are not suited to their best interests, affecting confidence, progress and happiness. Parents may be required, during or at the end of a term, to remove their child, without refund of fees, temporarily or permanently from the School if, after consultation with parents, the Head is of the opinion that the conduct or progress of the pupil has been unsatisfactory or if the pupil, in the judgement of the Head, is unwilling or unable to profit from the educational opportunities and in any such case removal is considered by the Head to be warranted. In the event of removal from the School, fees in lieu of notice will not be charged but all outstanding items will be payable in full.
 - b) **Suspension and Expulsion:** A pupil may be temporarily suspended, or in serious cases expelled, at any time, if the Head is reasonably satisfied that the pupil's conduct (whether on or off School premises, or in or out of term time) has been prejudicial to good order or School discipline, or to the reputation of the School, **or in breach of the School Rules.** There will be no refund of fees following expulsion (and all unpaid fees must be paid); but fees in lieu of notice will not be charged.
 - c) **Discretion of Head:** The decision to exclude, suspend, or require removal or expel a pupil and the manner and form of any announcement, will be made by the Head after consultation with the Chair of Governors.
 - d) **Access:** A pupil who has been withdrawn, excluded, suspended, removed or expelled from the School has no right to enter school premises without the written permission of the Head.

- e) Parents may be required by the Head at any time to remove their child from the School without refund of fees if in their opinion the parents, or either of them, the guardian or other person having responsibility for the child has acted unreasonably with regard to the School, its staff or pupils or generally in a manner which the Head considers detrimental to the well-being, reputation or general administration of the School.
- 5) **Individual Music or Lamda Lessons**
- a) If pupils miss a lesson through illness or unauthorised absence, it is not expected that the teacher should have to make up the lesson at another time. Teachers are asked to view prolonged pupil absence through illness sympathetically. If a teacher is absent, the lesson will either be made up at another time or no charge will be made.
- b) Parents are advised that **half a term's notice in writing** is required for the cessation of lessons, ie: by half term or end of term; lessons will be charged in lieu of notice. Any such requests should be addressed to the Head of Music or Head of Drama (for Lamda) who will pass this onto the individual teacher concerned.
- 6) **Other Points**
- a) **Marital breakdown:** In the interests of the child the Head should be informed of a marital breakdown or of marital difficulties at an early stage. Parents are also asked to notify the School of any incident or situation at home, however seemingly trivial, that might affect their child's happiness or behaviour at School.
- b) **Address/Residence during Term Time:** The Head must be notified in writing of any change of address or contact numbers. The Head must be notified in writing immediately if a pupil will be residing other than with a person who has parental responsibility.
- c) **Absence of Parents:** When both parents will be absent from the pupil's home for a 24-hour period or longer; the School requires, in writing, the name, address and telephone number for 24-hour contact of the adult to whom parental responsibility has been delegated.
- d) **Liability and Insurances:** The School does not, unless negligent, accept responsibility for accidental injury or loss of property. The School undertakes to maintain those insurances that are prescribed by law. All other insurances are the responsibility of parents including insurance of the pupil's personal property (eg laptop computers where authorised for use in School, musical instruments) whilst at School or on the way to or from School, or on any School sponsored activity away from the School. Pupils' belongings whilst on School trips are insured to a certain value under the School's travel insurance. Details of all insurance matters are available from the Finance Office.
- e) **Pupil's Personal Property:** Pupils are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly marked with the owner's name.
- f) **Concerns/Complaints:** The School has a complaints procedure in place, which is available to view on the School Website, or on request. Parents who have cause for serious concern as to a matter of safety, care or quality of education must inform the School in line with the procedure laid down.
- g) **Progress Reports:** The School monitors each pupil's progress and three times a year; parents will receive a report either in writing or at a meeting with the relevant teachers.
- h) **Learning Support:** Each pupil will be regularly monitored for learning support. Parents will be notified if it appears that formal assessment by an educational psychologist is advisable or the pupil is falling behind with studies. A formal assessment can be arranged by the School at the parents' expense, or by the parents, after consultation with the Head. The staff are not however qualified to make medical diagnosis of conditions such as those commonly referred to as dyslexia or other learning difficulties. If in the opinion of the Head a learning support need is revealed, which the School is not equipped to deal with, parents will be most strongly advised to make suitable alternative arrangements, for which the Head will offer their best advice.
- 7) **Secondary Education**
- a) **Common Entrance and Entrance to other Secondary Schools:** It is assumed that, subject to their parents remaining resident in the Island, a pupil will stay in the School until entry to Secondary School. It is recommended that parents discuss their plans for the secondary education of their children with the Head, and keep them informed of any changes to their plans at an early stage. Parents have every right to be expressing their hopes and expectations over the choice of future schooling. The School naturally respects these wishes, but it must retain a prime responsibility to offer professional advice in recommending what it perceives to be in a pupil's best interests.
- b) **References:** In the interests of the pupil the Head may supply information and a reference to any educational institution which you propose your child may attend and such reference shall be confidential between the School and such educational institution. The Head will take care to ensure that all information supplied is accurate and any opinion given on a pupil's ability and character is fair. Neither the School nor the Head will be liable for any decisions made by the educational institution resulting from opinions reasonably given in or correct statements of fact contained in any reference or report.
- 8) The School reserves the right to vary these terms and conditions from time to time and such variation will become effective on notification.

The Standard Terms and Conditions should be read in conjunction with the School's Policies and Procedures which are available to view via the School Website or on request.

St Michael's Preparatory School

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