



PARENT / GUARDIAN CONTRACT AND FINANCIAL TERMS AND CONDITIONS

1.0 Introduction

These Terms and Conditions: together with:

- the letter of offer
- the conditions of bursary award if applicable;
- the Application Form (including the Terms and Conditions of Registration); and
- the fees list

form the basis of a legally binding contract between the parent(s)/guardian(s) and the School for the provision of educational services. These Terms and Conditions are intended to promote the education and welfare of Students and the stability, forward-planning, proper resourcing and development of the School. Reasonable changes may be made to these Terms and Conditions, the fees list and the conditions of bursary awards (if applicable) from time to time to reflect changes in the law or in custom and practice at the School.

2.0 Terminology

The School means Wynstones school as a whole, including Kindergarten, Lower, Middle and Upper School.

The School is constituted as a company limited by guarantee with charitable status.

The Trustees are appointed at the Annual General Meeting and are responsible for the governance of the School.

The parent(s)/guardian(s) or means any person who has signed the Acceptance Form.

Parent(s)/guardian(s) are legally responsible for complying with their obligations under these Terms and Conditions.

Those who have “parental responsibility” (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information, e.g. to safeguard the welfare and best interests of the child.

The Student is the child named on the Application Form. The age of the Student will be calculated in accordance with UK custom.

Fees and Notice: The rules concerning fees and notice are of particular importance and are set out at sections 5 and 6 below.

Our Aims: The aims of the School are described on the School’s website.

Changes at the School: This school, as with any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in staff, premises, facilities and their use, in the curriculum and the size and composition of classes, in the school Rules and Policy, the disciplinary framework, the length of school terms and the length of the school day. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

Consultation: It is not practicable to consult with parent(s)/guardian(s) and Students over every change that may take place. Whenever practicable, the School will use reasonable endeavours to ensure that parent(s)/guardian(s) will be consulted and provided with reasons for the change and where possible given at least a term’s notice of a change of ethos or culture, a change in any physical aspect of the School which would have a significant effect on their child’s education or pastoral care, or a change of ownership of the School.

Parent(s)/guardian(s) have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions.

3.0 Admissions

Registration and admission: Applicants will be considered as candidates for admission and entry to the School when the Application Form has been completed and returned to us and the non-returnable Application Fee paid. Admission will be subject to the availability of a place and the School being able to safely offer an education (including any reasonable adjustment of its provision).. Admission occurs when the parent(s)/guardian(s) accept the offer of a place and pay the Application Fee. Entry occurs on the date when the Student attends the School for the first time under these terms and conditions.

Equality: The School is an independent Steiner Waldorf day school for boys and girls aged from 3 - 16 years. The School welcomes staff and children from many different ethnic groups and backgrounds. Human rights and freedoms, equality and diversity are respected and celebrated.

Application Fee: A non-refundable Application Fee of £300 per child, will be payable at the time of submission of the application for a place at Wynstones.

4.0 Fees

4.1 Fees

Fees include the Application Fee, the tuition fees, fees for extra costs or extras such as clubs, trips, equipment, photographs or other items ordered by the parent(s)/guardian(s) or the Student, or charges arising in respect of damage where the Student alone, or with others, has caused wilful loss or damage to school property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in the payment of fees or late payment charges if incurred.

4.2 Payment of Fees

The parent(s)/guardian(s) jointly and severally agree to pay the fees applicable to each term directly to the School. Except where a separate agreement has been made between the parents/guardians and the School for the deferment of payment of fees, fees for each term are due and payable as cleared funds before the dates attached to their payment method choice. At the beginning of a school year parents are obliged to state which payment method they will be using and follow the requirements involved.

Application fees are payable on submission of an application form to the School.

Extras, such as clubs, trips, equipment, photographs or other items ordered by parents, guardians or students are payable following the month of invoice.

For tuition fees, monthly payers must set up a standing order (a reference may be requested by the School at any time) and payment must be made by the specified date. If payment is not made, it falls into the terms of late payment, see section 4.8.

Termly payers must pay by the 1st of the first month in which the term begins, normally this will be September, January and April.

Annual payers must pay by the 1st of the first month in which the school year begins, normally this will be September.

If an item on the fees invoice is under query, the balance is still due until a decision is made.

4.3 Discounts

The discounts that may be applied for are a sibling discount, staff discount and bursaries. A discount is also available for paying school fees annually in advance.

4.3.1 Sibling Discount: The fees for the eldest child in your family enrolled at the school are chargeable at the full rate; subsequent children are entitled to 4% discount. In the event that the eldest child leaves the school (either through graduation or a change of setting) the next eldest child reverts to full fees whilst all subsequent children remain entitled to the 4% sibling discount.

4.3.2 Staff Discount: Staff discount is available to any member of staff on the monthly payroll. The amount is set and reviewed by the Director of Finance and Resources and may be a pro rata amount depending on job role and hours worked.

4.3.3 Bursaries: Parent(s)/Guardian(s) may apply for a bursary with this process opening in May in the academic year prior to the period for which the bursary will apply. This is a means tested discount of up to 50% of tuition fees. The discount is only applicable to tuition fees and not any other charges. (Refer to the Bursary Policy on the website).

4.4 Payment of Fees by a third party

An agreement with a third party (such as an employer, grandparent, step-parent without legal parental responsibility or third party credit provider) to pay the fees or any other sum due to the School does not release the parent(s)/guardian(s) from liability if the third party defaults. This does not affect the operation of any other of these terms and conditions. The School reserves the right to refuse a payment from a third party.

4.5 Indemnity

The parent(s)/guardian(s) shall indemnify the School against all losses, expenses (including legal expenses) and interest suffered or incurred by the School if the School is required to repay all or part of any sum paid to it by a third-party credit provider.

4.6 Refund or waiver

Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund, fees will not be refunded or waived:

- If the Student is absent through illness
- If a term is shortened or a holiday extended
- If the Student is released home before or after public examinations or otherwise before the normal end of a term
- If the School is temporarily closed due to adverse weather conditions
- For any reason other than exceptionally and at the sole discretion of the Principal and Director of Finance and Resources in a case of genuine hardship

4.7 Withdrawal of registration for non-payment

The School reserves the right to temporarily withdraw a Student's registration on three days' written notice if fees are overdue for payment. If the Student's registration is temporarily withdrawn for a period of 28 days, he / she will be deemed withdrawn without notice and a term's fees in lieu of notice will be payable. Withdrawal of registration in these circumstances is not a disciplinary matter and the right to a Trustee Review will not normally arise. The School may withhold any information, character references or property while fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the child.

4.8 Late payment

Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the parent(s)/guardian(s) and the School, simple interest may be charged on a day-to-day basis on fees which are unpaid within the agreements made at the beginning of the School year. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the School of a default. The parent(s)/guardian(s) shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid fees regardless of the value of the School's claim.

4.9 Part-payment

Any sum tendered that is less than the sum due and owing may be accepted by the School on account only. Late payment charges may be applied to any unpaid balance of fees, as set out in clause 4.8.

4.10 Appropriation

Save where the parents/guardians expressly state the contrary, the School shall allocate payments made to the earliest balance on the fees account. The parent(s)/guardian(s) agree that a payment made in respect of one child may also be appropriated by the School to the unpaid account of any other child or charge of the parent(s)/guardian(s).

4.11 Fees increases

Fees are reviewed annually and are subject to increase from time to time. Fees are advertised on the School website.

4.12 Information about fees

The parent(s)/guardian(s) consent to the School making enquiries of the Student's previous schools for confirmation that all sums due and owing to such schools have been paid. The parent(s)/guardian(s) also consent to the School informing any other school or educational establishment to which the Student is to be transferred if any fees of Wynstones are unpaid.

4.13 Anti-money laundering

The School reserves the right to obtain satisfactory evidence, such as sight of a passport, of the identity of a person who is paying fees.

4.14 Fees following expulsion

If the Student is excluded, there will be no refund of the fees for the current or past terms. There will be no charge to fees in lieu of notice but, save for any contrary provisions in any other agreement made between the parent(s)/guardian(s) and the School, all arrears of fees and any other sums due to the School will be payable.

4.15 Hardship Fund

In the event of emergency or unexpected financial hardship, parent(s)/guardian(s) can apply for a hardship discount to be applied to their account. This needs to be in writing to the Director of Finance and Resources.

5.0 Leaving Wynstones

5.1 Notice

In order to cancel or withdraw your child/ren's place from Wynstones, written notice of one term is required and must be given before the first day of a term and expiring at the end of that term.

5.2 Definition of Notice

Notice means (unless the contrary is stated in these terms and conditions) one term's written notice given by both parent(s)/guardian(s), one of the parent(s)/guardian(s) with the prior written consent of the other parent/guardian before the first day of term, addressed to and received by either the Principal and/or Vice Principal. It is expected that the parent(s)/guardian(s) will consult with the Principal before giving Notice to withdraw the Student.

5.3 Waiver of Notice

In rare circumstances, where it is deemed necessary either for financial or pedagogical reasons, the School reserve the right to waive a notice period at the discretion of the Principal, Vice Principal and/or Director of Finance and Resources.

5.4 Provisional notice

Provisional notice is valid only for the term in which it is given and may not be given in two consecutive terms. Provisional notice must be given in writing and received by the Principal personally or the Director of Finance and Resources on the Principal's behalf.

5.5 Fees in lieu of notice

In circumstances where the parent(s)/guardian(s) have not given a term's written notice, fees in lieu of notice means fees in full at the rate applicable for the next term following withdrawal and not limited to the parent(s)/guardian(s) contribution in the case of an award or concession. One term's fees in lieu of notice represents a genuine pre-estimate of the School's loss in these circumstances, and sometimes the actual loss to the School will be much greater. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.

5.6 Definition of Cancellation

'Cancellation' means the cancellation of a place at the School which has been accepted by the parent(s)/guardian(s) and which occurs before the Student enters the School or where the Student does not enter the School.

5.7 Termination by the School

The School may terminate the agreement on one term's notice in writing sent by ordinary post. The School will not terminate this agreement without good cause and full consultation with the parent(s)/guardian(s) and also the Student (if of sufficient maturity and understanding). Any outstanding fees will remain payable by the parent(s)/guardian(s).

6.0 Fees and charges

6.1 School Fees 2021/2022

An Application fee of £275 is payable with the submission of the Application form.

| Class | Year | Termly Fees (3 equal payments) |
|--------------------|-------------------------------|--------------------------------|
| Kindergarten | Nursery, Reception and Year 1 | £2,995 |
| Class 1 | Year 2 | £3,325 |
| Class 2 | Year 3 | £3,675 |
| Class 3 | Year 4 | £4,025 |
| Class 4 | Year 5 | £4,375 |
| Class 5 | Year 6 | £4,725 |
| Class 6 – Class 10 | Year 7 - 11 | £5,075 |

Annual and monthly payment options are also available. Please contact the Admissions team for more information. Supplementary fees for Learning Support and Specialised Educational Provision are in addition to the above.

6.2 Disbursement Costs (Extras)

Extra charges will be invoiced at Half Term (for the 1st half of Term and Pre-Booked Extras) and at the end of Term (for the 2nd half of Term).

6.3 Annual Class Trips

A School trip that is estimated to cost over £50 will be communicated to families, with a predicted cost by 15th November of each year. An invoice for the predicted cost will be raised in the November, but the full payment and/or deposit will not be due for payment until a specified date later in the year.

Parent(s)/guardian(s) can then choose to pay this in instalments or in full but must use the payment reference provided in the communication. One month before the trip (occasionally this will have to be after the trip) a final balance will be calculated and communication detailing a credit or debit sent to

families. Families can choose to receive a monetary refund for overpayment or a credit on their account, or in rare circumstances will receive an additional invoice to make up the cost. Please Note: If full payment is not made before the trip the child will not be able to attend.

6.4 Theatre / Subject / Day Trips

Any other trips will be communicated throughout the year by the class or subject teacher. If there is a cost involved, monies will either be collected by the teacher or added to the extras bill at half term or at the end of term. Please Note: If full payment is not made before the trip the child will not be able to attend.

6.5 Loss, Breakages or Clothing

If an item provided to your child/ren is broken or lost, the replacement cost will be charges in extras.

If clothing has to be provided either through damage or through breaking of clothing rules, the cost will be added to extras bill.

6.6 Afternoon Care

Wednesday after school clubs are chargeable per term, at a cost of £54 per term.

Afternoon Care (Kindergarten and Class 1) is £15 per session, pre-booked half termly. Families can book ad-hoc sessions at a cost of £18.50 per session.

6.7 Exam Fees

Exam fees will be invoiced in the Summer Term at half term and/or the end of term. If there are particular resources required for the exam, this will be added to extras bill.

6.8 Special Educational Provision and Interventions

A range of interventions are available to support Students' wellbeing and progress, beyond the standard provision within the School's curriculum and Students' Individual Development Plans.

These include but are not limited to: Art Therapy, Speech Therapy and Play Therapy, and are charged at £35 per session in half-termly blocks.

Special Educational Provision incurs additional costs that can include the above interventions, as well as external tutors (provided at cost). Where 1:1 support for Students is required by either Learning Support Tutors or Higher Learning Support Tutors, these are established and arranged for periods of a half term at a time. The School meets part of the cost of these tutors, in order to ensure that children do not become dependent upon the provision, and in order to direct a range of staff as appropriate to support any individual Student. The half-termly cost to parents for the allocation of a (near) 1:1 Learning Support Tutor is £2,966 and for a Higher Learning Support Tutor is £3,275, or part thereof.

6.9. Concessions and Bursaries

6.9.1 Sibling Discount: A 4% fee reduction is available for all siblings of the eldest child enrolled at the School.

6.9.2 Bursaries: Fee Assistance is a means tested bursary offering up to 50% discount on annual School fees (excludes any extras charges). Terms and Conditions apply (Refer to the Bursary Policy W037 available on our website).

6.10 Leavers

A notice period of one term must be given. If a child is to leave before the notice period, the full termly amount will be payable.

6.11 Account and Debt Management

6.11.1 Account Statements: Account Statements will be issued termly to all parents/guardians.

6.11.2 Debt Management: A financial repayment plan may be arranged for the repayment of any outstanding debt. The decision on an acceptable financial plan will be based on the expectation of the repayment of all outstanding debt, together with maintaining full payment of ongoing tuition fees and any extras. This financial plan will remain in place until the debt is fully recovered regardless of whether or not the children are current Students.

This financial plan will be sent to parent(s)/guardian(s) (by email). The signed agreement must be returned within 10 days business days from the date of correspondence. Failure to return the signed agreement or adhere to the terms of the financial plan will result in termination of a school place at Wynstones, with one terms' notice.

On leaving Wynstones, any outstanding debt will remain payable at an agreed payment plan, the amount agreed being subject to discussions with the family. A settlement discount may be offered for clearing the debt within six months at the discretion of the Director of Finance and Resources.

Wynstones reserves the right to refer debt to an external debt collection company if financial agreements are not met.

6.12 Payment

Payment may be made by:

- By Cheque made payable to Wynstones Ltd (£25 charge for unpaid cheque)
- By Cash brought in person to the accounts office
- By Bank Transfer

| UK payment Bank account details: | Bank details to be used for International payments: |
|---|---|
| Bank Name: Triodos Bank Bank Address: Deanery Road Bristol BS1 5AS Wynstones Ltd. Account number 01702701 Sort Code 16-58-10 | Bank Name: National Westminster Bank Plc Bank Address: 250 Bishopsgate London EC2M 4AA Sort Code:60-00-04 Swift/BIC: NWBKGB2LGPL IBAN: GB98NWBK60000410018573 Reference: 01702701 Wynstones Ltd |