

**TERMS & CONDITIONS  
2023-2024**

**INTRODUCTION – The parties**

→ La Petite Ecole Bilingue - Stewart International School, an independent nursery and primary school registered under DFE number 202/6002 and URN 138 777 (Kentish Town school), DFE number 207/6001 and URN 138 599 (Kensington Primary) and URN EY466266 (Cambridge Gardens Nursery), together hereafter referred to as “**LPEBL**” or “**the School**”

AND

→ The parents/ responsible persons named in the School Place Offer form, together hereafter referred to as “**the Parent**” or “**the Parents**”, as applicable.

**ARTICLE 1 - PARENTAL AUTHORITY**

- a) The Parents declare that they have joint legal parental responsibility; or
- b) If only one Parent is named in the School Place Offer, that Parent declares that he/she has sole legal parental responsibility under a court order (a copy of the court order must be provided).

The Parents are jointly and severally responsible for complying with their obligations under these Terms and Conditions.

The School expects the Parents to communicate with each other and to agree on their child’s education. The School will be entitled to accept instructions from either Parent without reference to the other. Special dispositions can be put in place in the case of parents who are separated according to a court order, provided that a copy of such court order has been given to the School.

**ARTICLE 2 - SCHOOL POLICIES**

The Parents confirm that they have submitted a School Place Offer form in respect of the pupil named therein (the “**Pupil**”), that the information in the School Place Offer form is complete and accurate and that they agree and consent to the terms of the School Place Offer form, these Terms & Conditions and its annexes (including the Financial Policy, the Admission Policy and any other policies available from time to time on the school’s website, each as may be amended from time to time together, the “**Policies**”). The Parents acknowledge and agree that the School Place Offer Form, these Terms and Conditions and the Policies form part of the binding agreement between the School and the Parents.

The Policies may be updated during the course of the academic year, in which case the updated versions shall be made available on the School’s website.

**ARTICLE 3 – APPLICATION PROCESS**

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**3 – 1 Pre-application**

Parents are required to complete an online pre-application form: [PRE APPLICATION FORM](#)

On receipt of the completed form, children will be placed on the waiting list and parents sent written confirmation of the registration. The pre-application procedure is free of charge.

**3 – 2 Admissions Procedure**

In the winter preceding the year of entry, parents of children on the School's waiting list will be asked to send their child's last school report. Children may be invited to an informal interview with the Headteacher (which may be arranged via skype for children living abroad).

1. The main points of entry are in Nursery and Reception.
2. Basic academic standards are required to be met for late entry (from Year 1 and above), to ensure that new pupils will be able to access the curriculum and to ensure that they can assimilate easily into the established year group.

**Equality & Diversity**

LPEBL is committed to equal treatment for all and welcomes applications from girls and boys with a range of backgrounds, regardless of race, ethnicity, religion, disability or social background. This enriches our community and prepares our children for today's world.

**Special Education Needs & Disabilities**

LPEBL welcomes pupils with disabilities and/or special educational needs, providing that the Learning Support Department can offer the support that is needed and that the school site can accommodate them. We strongly advise parents of children with special educational needs or physical or mental disabilities to discuss their children's requirements with the school to determine if the school can make adequate provision for him/ her. It is crucial that parents provide a copy of an educational psychologist's or medical report if they have one. The school will discuss thoroughly with parents (and their child's medical advisers, if appropriate) the adjustments that can reasonably be made for the child if he/ she becomes a pupil at the school. Parents should contact the School as soon as possible if they or their child require reasonable adjustments to be made during the admissions process.

**Sibling Policy**

We give priority to children who have a sibling in the School or who have a family connection to the School.

**3 – 3 Formal Offer of a Place**

- a) In the winter preceding the year of entry, the School will make formal offers by email to all candidates on the firm entry list. The online Place Acceptance Form will be valid for ten days. Parents will be asked to:
  - i. complete the Place Acceptance Form (parents are required to read the School's Terms & Conditions, Financial Policy and Admission Policy)
  - ii. pay an enrolment fee of £1,200 (£600 for entries in Year 6) (the "**Registration Fee**") to confirm their acceptance of a place. This Registration Fee is non-refundable in any circumstances and non deductible from the child's tuition fees.

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- iii. Provide a copy of both parents' passports.
  - iv. Provide a copy of their child's passport.
  - v. In case of divorce or separation, provide a copy of the court order settling the custody arrangements or a letter signed by both parents detailing the agreed custody arrangements.
- b) In May preceding the year of entry, parents will be asked to pay a £1000 advance on First Term fees. This advance is non refundable and will be deducted from the tuition fees for the Autumn term of the child's year of entry.

**3 – 4 Re-enrolment**

- a) Every year in the Spring Term, parents of existing pupils will be sent a Re-Enrolment form, which they will be asked to complete in order to secure their child's place for the next academic year.
- b) In May, parents who have previously confirmed their child's place will be asked to pay a £1000 advance on First Term fees for the next academic year. This advance is non refundable and will be deducted from the tuition fees for the Autumn term of the next academic year.

If parents fail to complete one or the other step, the child shall be automatically withdrawn from the school's register for the following academic year. The £1000 advance is not refundable in any circumstances even if Parents later choose to withdraw their child.

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**ARTICLE 4 - SCHOOL FEES**

- a) The School fees can be found on the School's website.
- b) The school year is divided into three periods called terms, as follows:

<b>Term</b>	<b>Period</b>	<b>To be paid</b>		<b>Deadline</b>
<b>Term 1</b>	September October November December	<b>40% of annual school fees</b>	<b>£1000</b> advance on first Term	To be paid in May for re-enrolments or upon enrolment, as applicable <u>(not refundable)</u>
			Balance due on First term fees	To be paid by end of September
<b>Term 2</b>	January February March	<b>30% of annual school fees</b>		To be paid by end of January
<b>Term 3</b>	April May June	<b>30% of annual school fees</b>		To be paid by end of April

- c) The Parents agree jointly and severally to pay the applicable school fees at the times stated in the calendar above. The school reserves the right to refuse to admit a child if fees have not been paid, even during the course of the school year.
- d) Fees are reviewed annually and are subject to increase from time to time. Parents are made aware of school fees for the next year during the Summer term of the preceding year.
- e) There is a 10% discount from the second child. This discount is applied to school fees for full-time attending pupils only and is not applicable to any other fees such as after-school care or Wednesday clubs.
- f) Fees for any started term will not be refunded and remain retained by the school. In case there has been a legal decision for the child to change school, the fee for the term currently in process remains due to the school.
- g) Tuition fees will be payable in full for intakes occurring within the 1st period of each term (cf. school calendar available on the school's website). For intakes occurring after the 1st period, tuition fees are calculated pro-rata the attendance of the child.

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- h) The School reserves the right to exclude the Pupil if school fees are overdue for payment after the third written notice. If the Pupil is excluded for a period of 30 days, he / she will be deemed withdrawn without notice and a term's fees in lieu of notice will be payable in accordance with Article 6 below. The school may withhold any information, character reference or property while the fees remain unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the pupil.
- i) Barring serious motives or force majeure circumstances, the School shall not refuse to school a child if the Parents have paid the school fees on time and as due, except where there has been a legal decision ordering that the child be schooled in another establishment.
- j) The Financial Policy forms part of these Terms & Conditions and sets out all the financial dispositions to which the Parents consent.

**ARTICLE 5 – ATTENDANCE, DRESS AND BEHAVIOUR**

- a) The Parents undertake to ensure that the Pupil attends school regularly throughout each term (dates of which will be published well in advance). All pupils are required to participate in all school subjects including games and other out of school activities.
- b) The Parents should obtain a prior written authorization from the Headteacher for any planned leave of absence. Leave of absence shall be granted entirely at the Headteacher's discretion. The Headteacher will not authorise absences if she believes it is to the detriment of a child's education.
- c) School fees will not be refunded where the child is absent due to sickness or for any other reason.
- d) The Parents undertake to ensure that the Pupil conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.

**ARTICLE 6 - TERMINATION**

- a) The School requires not less than a full term's notice in writing, received by the Headteacher not later than three days after the beginning of a term, before a pupil is withdrawn from the School. Failing such notice or if the Pupil is excluded for more than 28 days for non-payment of Fees as set out in Article 4, fees in lieu of notice will be due and payable as a debt immediately. Fees in lieu of notice means fees in full at the rate applicable for the next term following withdrawal. 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.
- b) If Parents withdraw their child during the course of a term, LPEBL has to be notified in writing, giving details of the next school the Pupil will attend. The school will invoice the fees for the whole term and a term's fee in lieu of notice shall be payable immediately if the 90 days notice period is not complied with.

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- c) LPEBL may terminate the contract at any time by notice in writing without any obligation to return any fees or deposit paid by parents if the Pupil or the Parents find themselves in breach of the Terms & Conditions.
- d) Any withholding or misrepresentation of information or facts about the family or the child is considered as a breach of contract with LPEBL. As a consequence, LPEBL will have the right to terminate the contract and keep any paid sum.

**ARTICLE 7 – CHANGE**

The Parents acknowledge and agree that the School, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the School rules and procedures, the disciplinary framework, and the length of School terms. In addition, there may be the need to undertake a corporate reorganisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the School.

**ARTICLE 8 – HOLIDAY CAMPS AND ACTIVITIES**

Given the difficulties linked to the organisation by the School of holiday camps and activities, it is understood and agreed by the parties hereto that corresponding fees for such holiday camps and activities are payable in advance and are due in full to the School, including where the Parents subsequently decide not to send their child to such activity/ camp. However, such fees shall be refunded in full if the activities/camp are not provided by the School.

**ARTICLE 9 – INFORMATION FOR PARENTS**

- a) The following documents can be found on the School website and are available on inspection in hard copy at the School:
- Safeguarding Policy
  - Admissions Policy
  - Behaviour Policy (including policy on exclusion)
  - Anti Bullying Policy
  - Health and Safety Policy
  - Curriculum Policy
  - EAL policy
  - SEND policy (including arrangements for pupils with EHC plans)
  - First Aid Policy
  - Complaints Policy (the number of complaints registered under the formal complaints procedure during the preceding school year is 0)
- b) **Head:** The Head Teacher as at the date of this Policy is Natasha Henderson-Stewart and can be contacted by phone on 020 8960 2725 or via post at 85 Clarendon Road W11 4XQ.



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- c) **Proprietor:** The proprietor is Anne Henderson-Stewart and can be contacted by phone on 020 8960 2725 or via post at 85 Clarendon Road W11 4XQ.
- d) **School ethos and aim:** The principal aim of our school is to offer a broad and balanced bilingual curriculum in a happy, caring and intellectually stimulating environment. We aim for every pupil to feel a valued member of the school community and to have a sense of being personally nurtured. We recognise our responsibility to safeguard and promote the welfare of all our pupils by protecting them from physical, sexual or emotional abuse, neglect and bullying. Our Curriculum Policy can be found on the School website and is available for inspection at the School.

**Reviewed March 2023**

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**Annex 1**

**PRIVACY NOTICE FOR PARENTS AND PUPILS**

LPEBL is committed to protecting the privacy and security of personal information. This privacy notice describes how we collect and use personal information about pupils, in accordance with the General Data Protection Regulation(UK GDPR), section 537A of the Education Act 1996 and section 83 of the Children Act 1989.

Following Brexit, Regulation (EU) 2016/679, General Data Protection Regulation (GDPR) is retained EU law and known as UK GDPR. The UK GDPR sits alongside an amended version of the Data Protection Act 2018 that relate to general personal data processing, powers of the Information Commissioner and sanctions and enforcement. The GDPR as it continues to apply in the EU is known as EU GDPR.

**1. Who Collects This Information**

The Head Teacher oversees this role. This means that we are responsible for deciding how we hold and use personal information about pupils and parents.

**2. The Categories of Pupil Information That We Collect, Process, Hold and Share**

We may collect, store and use the following categories of personal information about you and/or your child:

- Personal information such as name, pupil number, date of birth, gender and contact information;
- Emergency contact and family lifestyle information such as names, relationship, phone numbers and email addresses;
- Characteristics (such as ethnicity, language, nationality, country of birth and free school meal eligibility);
- Details of previous / future schools and UPN (Unique Pupil Number);
- Attendance details (such as sessions attended, number of absences and reasons for absence);
- Performance and assessment information;
- Behavioural information (including exclusions);
- Special educational needs information;
- Relevant medical information;



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- Images of pupils engaging in school activities, and images captured by the School's CCTV system;
- Recordings of pupils and/or parents from the School's video conferencing platform;
- Information about the use of our IT, communications and other systems, and other monitoring information;
- Special categories of personal data (including ethnicity, relevant medical information, special educational needs information, religious beliefs, information relating to keeping you safe, Religious/Cultural or medical dietary requirements);

### **3. Collecting This Information**

Whilst the majority of information you provide to us is mandatory, some of it is provided to us on a voluntary basis. In order to comply with the General Data Protection Regulation, we will inform you whether you are required to provide certain pupil information to us or if you have a choice in this. It is important that the personal information we hold about you is accurate and current. Please keep us informed if your personal information changes during your working relationship with us.

### **4. How We Use Your Personal Information**

We hold pupil data and use it for:

- Pupil selection (and to confirm the identity of prospective pupils and their parents)
- Providing education services and extra-curricular activities to pupils, and monitoring pupils' progress and educational needs;
- Informing decisions such as the funding of schools;
- Assessing performance and to set targets for schools;
- Safeguarding pupils' welfare and providing appropriate pastoral (and where necessary medical) care;
- Support teaching and learning;
- Managing internal policy and procedure;
- Enabling pupils to take part in assessments, to publish the results of examinations and to record pupil achievements;
- To carry out statistical analysis for diversity purposes;
- Legal and regulatory purposes (for example child protection, diversity monitoring and health and safety) and to comply with legal obligations and duties of care;
- Enabling relevant authorities to monitor the school's performance and to intervene or assist with incidents as appropriate;

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- Making use of photographic images of pupils in school publications, on the school website and on social media channels;
- Security purposes, including CCTV; and
- Where otherwise reasonably necessary for the school's purposes, including to obtain appropriate professional advice and insurance for the school.

**5. The Lawful Basis on Which We Use This Information**

We will only use your information when the law allows us to. Most commonly, we will use your information in the following circumstances:

- Consent: the individual has given clear consent to process their personal data for a specific purpose;
- Contract: the processing is necessary for a contract with the individual;
- Legal obligation: the processing is necessary to comply with the law (not including contractual obligations);
- Vital interests: the processing is necessary to protect someone's life.
- Public task: the processing is necessary to perform a task in the public interest or for official functions, and the task or function has a clear basis in law; and
- The Education Act 1996: for Departmental Censuses 3 times a year. More information can be found at: <https://www.gov.uk/education/data-collection-and-censuses-for-schools>.

We need all the categories of information in the list above primarily to allow us to comply with legal obligations. Please note that we may process information without knowledge or consent, where this is required or permitted by law.

**6. Sharing Data**

We may need to share your data with third parties where it is necessary. There are strict controls on who can see your information. We will not share your data if you have advised us that you do not want it shared unless it's the only way we can make sure you stay safe and healthy or we are legally required to do so. We share pupil information with:

- the Department for Education (DfE) - on a statutory basis under section 3 of The Education (Information About Individual Pupils) (England) Regulations 2013;
- Ofsted or ISI;
- Other Schools that pupils have attended/will attend;

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- NHS;
- Welfare services (such as social services);
- Law enforcement officials such as police, HMRC;
- Local Authority Designated Officer;
- Professional advisors such as lawyers and consultants;
- Support services (including insurance, IT support, information security); and
- The Local Authority.

Information will be provided to those agencies securely or anonymised where possible. The recipient of the information will be bound by confidentiality obligations, we require them to respect the security of your data and to treat it in accordance with the law. We may transfer your personal information outside the UK and the EU. If we do, you can expect a similar degree of protection in respect of your personal information.

### **7. Why We Share This Information**

We do not share information about our pupils with anyone without consent unless otherwise required by law. For example, we share students' data with the DfE on a statutory basis which underpins school funding and educational attainment. To find out more about the data collection requirements placed on us by the DfE please go to <https://www.gov.uk/education/data-collection-and-censuses-for-schools>.

### **8. Storing Pupil Data**

The School keeps information about pupils on computer systems and sometimes on paper. Except as required by law, the School only retains information about pupils for as long as necessary in accordance with timeframes imposed by law and our internal policy. Full details on how long we keep personal data for is set out in our record keeping policy.

### **9. Automated Decision Making**

Automated decision making takes place when an electronic system uses personal information to make a decision without human intervention. We are allowed to use automated decision making in limited circumstances. Pupils will not be subject to automated decision-making, unless we have a lawful basis for doing so and we have notified you.

### **10. Security**

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We have put in place measures to protect the security of your information (i.e. against it being accidentally lost, used or accessed in an unauthorised way).

### **11. The National Pupil Database**

The NPD is owned and managed by the Department for Education and contains information about pupils in schools in England. It provides invaluable evidence on educational performance to inform independent research, as well as studies commissioned by the Department. It is held in electronic format for statistical purposes. This information is securely collected from a range of sources including schools, local authorities and awarding bodies. We are required by law, to provide information about our pupils to the DfE as part of statutory data collections such as the school census and early years' census. Some of this information is then stored in the NPD. The law that allows this is the Education(Information About Individual Pupils) (England) Regulations 2013. To find out more about the NPD, go to <https://www.gov.uk/government/publications/national-pupil-database-user-guide-and-supporting-information>. The department may share information about our pupils from the NPD with third parties who promote the education or well-being of children in England by:

- conducting research or analysis
- producing statistics
- providing information, advice or guidance

The Department has robust processes in place to ensure the confidentiality of our data is maintained and there are stringent controls in place regarding access and use of the data. Decisions on whether DfE releases data to third parties are subject to a strict approval process and based on a detailed assessment of:

- who is requesting the data
- the purpose for which it is required
- the level and sensitivity of data requested: and
- the arrangements in place to store and handle the data

To be granted access to pupil information, organisations must comply with strict terms and conditions covering the confidentiality and handling of the data, security arrangements and retention and use of the data.

For more information about the department's data sharing process, please visit:  
<https://www.gov.uk/data-protection-how-we-collect-and-share-research-data>

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For information about which organisations the department has provided pupil information, (and for which project), please visit the following website: <https://www.gov.uk/government/publications/national-pupil-database-requests-received> To contact DfE: <https://www.gov.uk/contact-dfe> Requesting Access to Your Personal Data Under data protection legislation, parents and pupils have the right to request access to information about them that we hold. To make a request for your personal information please contact the Head Teacher.

You also have the right to:

- Object to processing of personal data that is likely to cause, or is causing, damage or distress;
- Prevent processing for the purposes of direct marketing;
- Object to decisions being taken by automated means;
- In certain circumstances, have inaccurate personal data rectified, blocked, erased or destroyed; and
- Claim compensation for damages caused by a breach of the data protection regulations.

If you want to exercise any of the above rights, please contact the Head Teacher in writing. We may need to request specific information from you to help us confirm your identity and ensure your right to access the information (or to exercise any of your other rights). This is another appropriate security measure to ensure that personal information is not disclosed to any person who has no right to receive it.

## **12. Right to Withdraw Consent**

In circumstances where you may have provided your consent to the collection, processing and transfer of your personal information for a specific purpose, you have the right to withdraw your consent for that specific processing at any time. To withdraw your consent, please contact the Head Teacher. Once we have received notification that you have withdrawn your consent, we will no longer process your information for the purpose or purposes you originally agreed to, unless we have another legitimate basis for doing so in law.

## **13. Contact**

If you would like to discuss anything within this privacy notice or have a concern about the way we are collecting or using your personal data, we request that you raise your concern with the Head Teacher in the first instance. We have appointed a data protection officer (DPO) to oversee compliance with data protection



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and this privacy notice. If you have any questions about how we handle your personal information which cannot be resolved by the Head Teacher then you can contact the DPO on the details below:

-Data Protection Officer: Natasha Henderson-Stewart

Email: [nhs@lpebl-kt.com](mailto:nhs@lpebl-kt.com)

You have the right to make a complaint at any time to the Information Commissioner's Office, the UK supervisory authority for data protection issues at <https://ico.org.uk/concerns>.

### **14. Changes to This Privacy Notice**

We reserve the right to update this privacy notice at any time, and we will provide you with a new privacy notice when we make any substantial updates. We may also notify you in other ways from time to time about the processing of your personal information.