



# CASTLE PARK SCHOOL



## Terms and Conditions

### “The Parent Contract”

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#### A Introduction

1 **Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out at **Sections G & H** below.

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circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety.

#### B Admission and Entry to the School

2 **Offer of a Place and Deposit:** A deposit (“**Acceptance Deposit**”) as shown on the Fees List for the relevant year will be payable when Parents accept the offer of a place. Half of the deposit is credited against the Pupil's fees for the first term attended; the balance will be repaid by means of a cheque issued by the School as soon as possible after the pupil's departure from the School and when it has been established to the School's satisfaction that all liabilities to it have been discharged. Acceptance of an offer of a place means that all policies established by the School are accepted by the Parent(s). In the event of a conflict between these Terms and Conditions and any other documents published by the School these Terms and Conditions have priority.

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**Confidentiality:** The Parents authorise the Head to override their own and (so far as they are entitled to do so) a Pupil's rights of confidentiality, and to impart confidential information on a “need-to-know” basis where necessary to safeguard or promote a Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the Pupil may have. The School reserves the right to monitor the Pupil's e-mail communications and internet use.

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**Residence during Term Time:** The School must be notified in writing if a pupil will be residing during term time under the care of someone other than a parent.

#### C Pastoral Care

3 **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family, or any family

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**Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the School should be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.

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**Contact Details:** Parents shall provide up to date contact details of a close relative or friend who may be contacted in an emergency if parents are not contactable

**Photographs:** It is the custom and practice of most independent schools, and

of this School, to include some photographs or images of pupils in the School's promotional material such as the prospectus and website. We would not disclose the name or home address of a child without the Parents' consent.

Parents who do not want their child's photograph or image to appear in any of the School's promotional material must make sure their child knows this and must write immediately to the Bursar requesting an acknowledgement of their letter.

- 9 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 10 **Pupil's Personal Property:** Pupils are discouraged from bringing in to School any personal property including money, mobile phones, computers, and are responsible for the security and safe use of all watches, calculators, musical instruments and sports equipment, and for property lent to them by the School. The School does not accept responsibility for loss of or damage to any and all of pupils' property. Parents are advised that these items can be readily insured under their normal household insurance policy.
- 11 **Insurance:** Parents are responsible for insurance of the Pupil's personal property whilst at school or on the way to and from school or any school-sponsored activity away from school premises. From time to time the School can, via its insurance brokers, offer other forms of insurance such as personal accident benefits or fee remission insurance, but the School does not accept a contractual duty to do so.

Parents may obtain further information on application to the School Office.

## D Health and Medical Matters

- 12 **Medical Declaration:** Parents will be asked to complete a form of medical declaration concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious diseases. The Parents accept that the School will rely on this information which therefore must be correct and updated as required.

## E Educational Matters

- 13 **Organisation:** The School reserves the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the school community as a whole. Parents who have concerns about their child's education or progress should make an appointment to meet their child's Form Teacher or contact the Head, via the School Office.

Our policy on class organisation may change from year to year and from time to time. We reserve the right to assign pupils to classes in accordance with the expertise and professional judgment of the Head and relevant members of staff. The School does not entertain conversation with parents on class choice. Parents are expected to give educators the level of respect commensurate with their expertise and professional judgement.

14 **Progress Reports:** The School monitors the progress of each Pupil and reports regularly to Parents.

15 **Personal Skills and Health Education:** All pupils will receive health and life skills education appropriate to their age in accordance with the curriculum and with the School's Christian ethos from time to time.

16 **Learning Difficulties:** The School will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

17 **Screening for Learning Difficulties:** The screening tests available to Schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that a pupil has a learning difficulty. A formal assessment can be arranged by the School at the Parents' expense or by the Parents themselves.

18 **Information about Learning Difficulties:** Parents must notify the Head in writing if they are aware or suspect that a pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. Parents may be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the School cannot provide

adequately for a pupil's special educational needs. The parents agree to withdraw their child in the event of such a request being made.

19 **School Trips:** A variety of school trips will be provided for your child while a pupil here. Bills include a charge to cover the cost of School trips and outings. Parents' prior consent will be sought for a trip. The Pupil is subject to school discipline in all respects whilst engaged in a school trip.

## F Behaviour and Discipline

20 **School Regime:** The Parents accept that the School will be run in accordance with the authorities delegated by the Board of Directors to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies, regulations and regime and will exercise those discretions in a reasonable manner, and with procedural fairness when the status of a pupil is at issue.

21 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will take a full part in the activities of the School, will attend each school day, will be punctual, will work hard, will be well-behaved and will comply with the School Regulations regarding the wearing of uniform.

22 **School Regulations:** The School Regulations which apply are set out in the Parent Handbook and other documents published from time to time. Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.

- 23 **School Discipline:** The Parents hereby confirm that they accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the school community as a whole. The School's disciplinary policy which is current at the time applies to all pupils when they are on school premises, or in the care of the School, or wearing school uniform, or otherwise representing or associated with the School.
- 24 **Sanctions:** The School's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the School, detention for a reasonable period, withdrawal of privileges, fixed-term exclusion or alternatively being removed or permanently excluded from the School.
- 25 **Removal from School:** Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently, from the School, if, after consultation with a Pupil and/or Parent, the Head is of the opinion that by reason of the Pupil's conduct or progress the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities offered by the School, or if a parent has treated the School or members of its staff unreasonably, or in the event that the Head believes that there has been a breakdown in the required working relationship between the School and the Parents. In these circumstances, Parents may be permitted to withdraw the Pupil as an alternative to removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the School.
- 26 Without prejudice to the foregoing, the School may require Parents to remove the Pupil permanently from the School, without reason, thereby terminating this agreement, provided not less than a term's notice is given to the Parents by the School.
- 27 Parents must understand that Castle Park is a fee paying school and that the School is dependent on the payment of fees for its continuing existence; accordingly the ongoing payment of fees, in a timely fashion, for your child, is a condition for your child's ongoing enrolment as a pupil from time to time. A child can be removed for non-payment of fees by Parents or guardians and without prejudice to the School's entitlement to pursue such fees as an ordinary contractual debt.
- G Provisions re Notice**
- 28 Notice to be given by Parents means (unless the contrary is stated in these Terms and Conditions) a term's written notice addressed to and received by the Head personally or signed for by the Head's secretary or the General Manager on the Head's behalf.
- 29 **Provisional notice** is valid only for the term in which it is given and only when written and accepted in writing by the Head personally or the Head's deputy duly authorised for this purpose.

- 30 **Fees in lieu of notice** means Fees in full for the term of notice at the rate that would have applied had the Pupil attended.
- 31 **"A term's notice"** to be given by Parents means notice given before the first day of a term and expiring at the end of that term. A term's notice must be given in **writing** if the Parents **wish to cancel a place** which they have accepted, or if Parents **wish to withdraw a pupil** who has entered the School. For the purposes of clarification; notification given later than the first day of term will only take effect on the first day of the following term.
- 32 **Cancelling Acceptance:** The cancellation of a place which has been accepted is normally a breach of contract which can cause long term loss to the School if it occurs after other families have taken their decisions about schooling for their children. If the Parents cancel their acceptance of a place less than a term before the entry date or the Pupil does not join the School after a place has been accepted and not cancelled, a term's Fees will be payable as a debt and the deposit will be credited to the account in part satisfaction of that debt. Cases of serious illness or genuine hardship may receive special consideration on written request.
- 33 **Withdrawal by Parents:** If a pupil is withdrawn on less than a term's notice, Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question. This rule is necessary to promote stability and the School's ability to plan its staffing and other resources.
- 34 **Prior Consultation:** It is expected that a parent or duly authorised education guardian will in every case consult personally with the Head or with the Head's authorised Deputy before notice of withdrawal is given.
- 35 **Discontinuing Individual Music Tuition:** Half a term's notice is required in writing to the Director of Music to discontinue Individual Music Tuition or a half term's music tuition fee will become immediately payable in lieu as a debt. **"Half a Term's Notice"** means notice given before the first day of a half term and expiring at the end of that half term.
- H Fees**
- 36 **Meaning:** "Fee" and "Fees" where used in these terms and conditions include each of the following charges where applicable: Registration Fee; Acceptance Deposit; Tuition Fees; Fees for extra tuition; other extras such as clothing and equipment, photographs and other items ordered by the parent or the Pupil and charges arising in respect of school trips, and damage where a pupil 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) and late payment charges if incurred.
- 37 **Payment:** The Parents undertake to pay the Fees applicable in each school year. Fees are due and payable on the first day of the school term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid.
- 38 **Refund / Waiver:** Fees will not be refunded or waived for absence through sickness or for any cause other than exceptionally and at the sole discretion of the Board of Directors in a case of genuine hardship. This rule is necessary

- so that the School can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out in **Section F** above) apply when a pupil is permanently excluded or removed, i.e. asked to leave.
- 39 **Exclusion for Non-Payment:** The right is reserved on 3 days written notice to exclude a pupil while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter but the Chairman of the Board of Directors has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the Parents. A pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice twenty-eight days after exclusion. (Then a term's Fees in lieu of notice will be payable in accordance with the Provisions about Notice in Section G.)
- 40 **Legal Fees:** Where the School deems it necessary to instigate legal proceedings to recover school fees (or other monies) owed to the School by the Parent, and Judgment is awarded in favour of the School, the Parent shall consent to an Order for Costs that the Parent pays the School's legal fees.
- 41 **Late Payment:** An administrative charge of €100 per month will be charged for Fees which are unpaid. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared.
- 42 **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 will be applied to any unpaid balance of Fees.
- 43 **Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of those Parents, at the complete discretion of the School.
- 44 **Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent or an employer) to pay the Fees or any other sum due to the School does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The School reserves the right to refuse a payment from a third party.
- 45 **Instalment Arrangements:** Save for payment made under the School's Direct Debit Scheme, an agreement by the School to accept payment of current and/or past Fees by instalments is concessionary and will cease automatically in the event of any default for thirty days or more. On ceasing, the full amount of Fees then due shall be payable forthwith as a debt and charges will accrue at the rate for Late Payment (see above).
- 46 **Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. A term's notice is given of a fee increase, at the complete discretion of the School.
- I **General Contractual Matters**
- 47 **Management:** It is our intention that the terms and conditions will always be

operated so as to achieve a balance of fairness between the rights and needs of Parents and Pupils, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our school community and to ensure compliance with the law.

48 **Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. 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 Regulations, the disciplinary framework, and the length of school terms. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

49 **Consultation:** It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, however, parents will be consulted and given at least a term's notice of a change of policy or a change in any physical aspect of the School which would have a significant effect on their child's education or pastoral care. For example, notice would be given of a proposal to remove a subject from the curriculum.

50 **Representations:** Our prospectus, website and school promotional material describe the broad principles on which the School is presently run and give an indication of our history and ethos. Although believed correct at the time of publication, the prospectus, website and school promotional material are not part

of any agreement between the Parents and the School. Parents wishing to place specific reliance on a matter contained in the prospectus, website, or promotional material or a statement made by a member of staff or a pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering this agreement.

51 **Third Party Rights:** Only the School and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.

52 **Interpretation:** These terms and conditions supersede those previously in force and will be construed as a whole and headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions. Examples given in these terms and conditions are by way of illustration only and are not exhaustive.

53 **Jurisdiction:** This contract was made at the School and is governed exclusively by Irish law. The Irish Courts have jurisdiction in respect of any disputes.

54 In the event of a Parent having a grievance in relation to these Terms and Conditions or the School's conduct towards a Pupil (being the child of that parent or any other pupil in the School) then said grievance should first be raised with the Head who shall deal with the matter in a reasonable manner and with procedural fairness. The Head shall, if necessary, meet the Parent or Parents in

question. The Head shall, if necessary, meet with the Pupil in question and may nominate a person or persons to carry out an investigation into the matter and to report to the Head as soon as reasonably practicable with their findings. In the event that the Head fails to resolve the grievance or any Parent is dissatisfied with the decision taken by the Head, then the Parent (or Parents) may lodge a

written grievance with the Board of Directors of the School. The Board of Directors shall consider the grievance as soon as practicable after receipt of the written grievance. The Board of Directors shall deal with the matter in a reasonable manner and with procedural fairness. The decision of the Board of Directors shall be final.

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**Registered Charity no:** CHY 5391

**Registered Company no:** 20117

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