



# LALEHAM LEA

## Catholic Independent School

29 Peaks Hill  
Purley  
Surrey  
CR8 3JJ

Telephone: 020 8660 3351  
Secretary@lalehamlea.co.uk  
[www.lalehamlea.co.uk](http://www.lalehamlea.co.uk)

### Nursery Application Form

Surname of child \_\_\_\_\_

First name \_\_\_\_\_

Preferred name \_\_\_\_\_

Date of birth (certificate required) \_\_\_\_\_

Religion \_\_\_\_\_

Ethnicity  
(for census purposes) \_\_\_\_\_

Nationality  
(to ensure Tier 4 compliance) \_\_\_\_\_

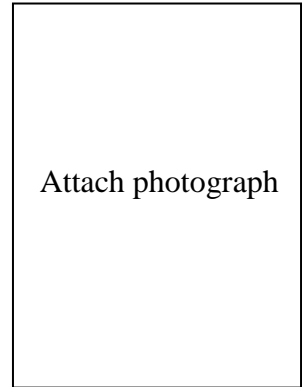
Country of Origin of Passport  
(to ensure Tier 4 compliance) \_\_\_\_\_

Church and date of Baptism (Certificate required) \_\_\_\_\_

Agreed date of admission \_\_\_\_\_

Does your child have an Education, Health and Care Plan?

\_\_\_\_\_



Parent/Guardian

Parent/Guardian

Name \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Home Tel \_\_\_\_\_

\_\_\_\_\_

Daytime Tel \_\_\_\_\_

\_\_\_\_\_

Mobile \_\_\_\_\_

\_\_\_\_\_

E-mail \_\_\_\_\_

\_\_\_\_\_

## Name and address of current school or nursery

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We/I hereby give permission for the Headteacher to request our child's records from the school/nursery named above.

We/I\* hereby accept the offer of a place at the Nursery for

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with effect from the \_\_\_\_\_ of \_\_\_\_\_ 20\_\_\_\_ and make payment of £100 in respect of the school deposit (refundable subject to Laleham Lea School's Terms and Conditions)

We/I\* acknowledge and agree that we have entered into a binding contract with the School and agree to be bound by the terms and conditions as varied from time to time and referred to below in this Application Form. In particular, we/I\* agree to pay the fees and supplemental charges as soon as they fall due.

We/I acknowledge that we have read the School's Privacy Notice.

We/I\* acknowledge receipt of a copy of the current School Rules. We/I\* agree that both we/I\* and our/my\* child are bound by and must observe the School Rules as varied from time to time.

## Terms and Conditions

### Introduction

Laleham Lea School is a community in which staff, parents and pupils subscribe to a common ethos of Christian values and share an understanding of consideration and respect for others. Staff work in partnership with parents to ensure that their children receive the best possible education and experience of school life. The school thrives because all pupils are valued and because their needs, both educational and social, are catered for in a safe and happy environment.

When you return the Application Form, these Terms and Conditions form a binding contract between you and Laleham Lea School, by which you confirm your intention to support us by encouraging your child to fulfil his or her academic potential within the School's disciplinary structure, which is necessary for the general well-being of the pupils and the School. It is not intended that this contract shall be enforceable by your child or by any other third party.

### 1. The School's Commitments

a. The School is committed to standards of excellence in all areas of the curriculum, as well as in all social, cultural and sporting activities.



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- b. The School is committed to a personalised approach to each child's learning and individual development, which will be carefully monitored by the staff.
- c. The School is committed to the spiritual development of all children in the spirit of the love of God, Our Father, as expressed in the teachings of the Catholic Church.

### 2. Entry requirements

#### a. The Nursery

- i. A Registration Form must be returned to the School together with a Registration fee of £100 (this is non-refundable)
- ii. To accept the offer of a place you must complete and return the Nursery Application Form with a refundable deposit of £100
- c. If the Nursery is unable to offer your child a place, your deposits will be refunded.
- d. If your child does not take up the place reserved for him/her deposits will not be refunded. In addition, parents will be required to pay in full, the first term's fees if they withdraw their child without giving one full term's written notice.
- e. All deposits will form part of the general funds of the School until they are credited without interest to the payment of the last term's fees or other sums due to the school prior to your child's departure.

#### b. The School

- i. A Registration form must be returned to the school together with a Registration Fee of £100 (this is non-refundable).
- ii. To accept the offer of a place you must complete and return the School Application Form together with the School Deposit (refundable) of £500.
- c. If the School is unable to offer your child a place, your deposits will be refunded.
- d. If your child does not take up the place reserved for him/her deposits will not be refunded (including Reception Class). In addition, parents will be required to pay in full, the first term's fees if they withdraw their child without giving one full term's written notice.
- e. All deposits will form part of the general funds of the School until they are credited without interest to the payment of the last term's fees or other sums due to the school prior to your child's departure.

### 3. School & Nursery Fees

- a. All costs incurred in the usual course of the education by us of your child, including the provision of any necessary educational materials, shall be met by the fees unless otherwise notified by the School.
- b. Any extra-curricular activities, such as additional private lessons, trips or visits in which you agree your child may participate, shall be deemed to be supplemental to items met by the fees and charged for accordingly either by the School or by the supplier of the service.
- c. Each person who has signed the Application Form is liable jointly and severally for the whole of the fees and any supplemental charges due, unless the School has agreed in writing to look exclusively to any specific person for the payment of the whole or any part of the fees. In addition, each person who has signed the Registration Form will 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 invoices regardless of the value of the claim.

d. Each invoice for fees must be paid in full on or before the first day of term (unless prior arrangements have been made with the School Business Manager) and all supplemental charges must be paid within 7 days of their notification. Unpaid fees and charges attract interest at the Statutory Interest Rate (currently 8%) from the date of invoice to the date of payment as well as an administration charge of £10 per item of correspondence related to the unpaid sums due.

e. The School reserves the right to refuse to allow your child to attend the School and to withhold any references while fees or supplemental charges remain unpaid.

f. A remission of fees or supplemental charges for the whole or any part of a term cannot normally be allowed for reason of absence through illness, infection or any other cause. Parents should consider taking out insurance against such an eventuality.

g. Fees will be reviewed from time to time and will be increased by such amount as the School considers reasonable giving, whenever possible, one full term's written notice. If less than one term's notice is given and the increase is higher than the published rate of inflation, then you will be entitled to give notice, within 21 days of the notice of increase, of withdrawal of your child from the School from the start of the following term without penalty.

#### **4. Notice requirements and Termination**

a. You understand and agree that all School affairs are organised on a termly basis and that all contracts arranged for your child continue for the minimum of one term and that you cannot reduce the amount of fees due or obtain a refund of fees or charges by your child's ceasing to participate part-way through a term.

b. If you wish to withdraw your child from the School (other than at the normal leaving date at the end of Year 6) you must give at least one full term's written notice to that effect to the Headteacher. If you withdraw your child giving a shorter or no notice period you will remain liable to pay one full term's fees in respect of the contractual notice period.

c. If you wish to withdraw your child from activities attracting a supplemental charge, you shall give the school such notice or pay such charges as have been previously notified to you in connection with such activity.

#### **5. School Rules**

a. It is a condition of remaining at the School that you and your child comply with the School Rules as amended from time to time as well as any Class Rules displayed by your child's class teacher. In particular, you undertake to ensure that your child attends School punctually, fully equipped for the day and dressed in the prescribed school uniform with all homework duly completed.

b. You undertake to ensure that your child understands the Rules relating to appearance, dress, diligence, courtesy and good behaviour.

c. The Head teacher may suspend or exclude your child from the School for persistent breaches of the School Rules, but only if this is in the best interests of the child or the other children at the School or the School in general.

d. Disciplinary and Complaints Procedures are available from the School.

#### **6. The School's Obligations**

a. While your child remains a pupil at Laleham Lea School, we undertake to exercise reasonable skill and care in respect of his/her education, safety and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School off the school premises but under appropriate supervision.



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- b. We shall monitor your child's progress at the School, regularly producing written reports and holding parent-teacher meetings so that together we can work to help your child achieve his/her full potential. We shall advise you if we have any concern about your child's well-being or progress, but we do not undertake to diagnose dyslexia or other specific learning difficulties.
- c. If your child is unable to access or work within the curriculum without individual support, the School will suggest that a formal assessment be arranged at your expense and at your request, we will organise additional individual help for your child (either during and/or outside of school hours) for a supplemental charge. If, in the opinion of the Head teacher, the School cannot adequately provide for your child's special educational needs, you may be asked to withdraw your child in which case this contract will be terminated and your deposits will become refundable.
- d. Religious education and observance at the School shall be conducted in accordance with the precepts of the Catholic faith. All children are expected to participate in religious education lessons and services, although due consideration will be given to any children who have not been baptised in the Catholic faith.
- e. Our prospectus and web site are a general statement of the principles on which the School is run and although believed to be correct at the time of publication they do not form part of the contract between you and the School. We reserve the right to make changes to any aspects of the School and curriculum in order to improve or develop the pupils' education. We will advise parents of significant changes and when practicable we will also consult with you.
- f. If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you or your emergency contact, this contract authorises us to make the decision on your behalf if consent is required for urgent treatment, including anaesthetic or other treatment, as recommended by a doctor.

### **7. The Parents' Obligations and Commitments**

- a. It is a condition of your child's joining the School that you complete and submit to the School a Medical Questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires, due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted.
- b. You agree to inform the School about any matters which may affect your child so that we may give him/her appropriate support or any situations where special arrangements may be needed in relation to your child or any changes of address, home and work phone numbers, e-mail address or emergency contact details.
- c. As primary educators of your child you undertake to take an active interest in his/her education and you agree to attend all meetings concerning his/her education. You undertake to communicate with the School whenever it is in your child's interest to do so and to encourage your child to work hard and to support him/her at home so he/she can work to the best of his/her ability.
- d. You agree to co-operate with the School by ensuring that he/she attends regularly adhering to the published term dates. The School must be informed in writing of any reason for your child's

absence from School and you should seek our prior consent for all planned absences.

e. Unless you notify us to the contrary in writing, you consent to your child's participating, under proper supervision, in contact sports and in other usual school sports and activities that may entail some risk of physical injury

f. In the interests of each child, parents are expected to agree all decisions affecting their child's education. Unless you notify us otherwise in writing, the School is entitled to accept instructions from, rely on information provided by and make arrangements concerning the child with any person who has signed the Registration Form.

g. If you have any cause for concern as to the safety, care or discipline of your child you must inform the School without delay. Complaints should be made in accordance with the School's policy.

## **8. Insurance**

You must make your own insurance arrangements if you require cover in excess of statutory requirements for your child's person or property while at School or participating in activities organised by the School.

## **9. Confidentiality and References**

a. You consent to our supplying information and a reference in respect of your child to any educational institution at which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information supplied relating to your child is accurate and any opinion given on his/her character and ability or aptitude for certain subjects is fair. However, we cannot be liable for any loss you are or your child is alleged to have suffered resulting from any reference or report given by us.

b. You consent to us making use of information relating to your child whilst he or she is at the School and after he/she has left for the purposes of managing relationships between the School and current pupils, providing references and communicating with the body of former pupils.

## **10. Data Protection**

The School aims to ensure that all personal data collected about pupils and parents (and other individuals) is collected, stored and processed in accordance with the General Data Protection Regulation (GDPR) and the expected provisions of the Data Protection Act as set out in the Data Protection Act 2018. Please ensure that you have read and understand the following policies on our website:

- Privacy Notice for Parents/Carers
- Data Protection Policy
- Data Retention Policy
- eSafety Policy

## **11. Intellectual Property Rights**

We shall recognise any intellectual property rights vested in your child.

## **12. Changes in Ownership etc.**

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution subject to the prior agreement of the Trustees of the Catholic Archdiocese of Southwark.



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### 13. Termination

- a. The School shall be entitled to terminate this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied (including for the avoidance of doubt non-payment of fees or supplemental charges or default under these terms and conditions).
- b. For the avoidance of doubt, this agreement shall terminate at the end of your child's schooling and no later than the end of the summer term of the academic year in which your child attains the age of 11 years.

### 14. Force Majeure

- a. In this agreement "force majeure" means any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes of any kind; act of God, war, terrorism, riot, civil commotion; the act of any government or quasi-government authority (including the refusal or revocation of any licence, consent or permit); explosion, accident, fire, flood, storm; power failure or failure of telecommunications lines; pandemic or epidemic of any disease, chemical or biological contamination).
- b. In the event of a force majeure arising the School shall use its best endeavours to provide educational services. The School shall not be liable if it cannot deliver some or all educational services because of an event of force majeure provided that it gives written notice specifying the nature and extent of the relevant circumstances.
- c. If the School is prevented from performance of its obligations for a continuous period of three months, either party may terminate the contract by giving written notice to the other, following which termination neither you nor the School shall have any liability save in respect of liabilities accrued before termination.

### 15. Communications

All notices required to be given under these terms and conditions may be given by e-mail, but must be confirmed in writing. You undertake to notify the School of any change of address of any person who has signed the Application Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Head Teacher and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the third day after posting.

### 16. Interpretation

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

### 17. Jurisdiction and Governing Law

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

**18. Variations**

We reserve the right to make reasonable changes to these terms and conditions from time to time. The School will give you one full term’s notice of any such modifications.

Signed by: .....  
Parent/Guardian\* Date

.....  
Parent/Guardian\* Date

\* Please delete as appropriate

***[NB: Each person with parental responsibility for the child is required to sign this Acceptance Form.]***

**Data Protection Statement**

For the purposes of the GDP Regulations May 2018 (the ‘Regulations’), Laleham Lea School is the data controller in relation to all personal information you provide on this form. Laleham Lea School is committed to protecting your privacy and processing such personal information in a manner which meets the requirements of the Regulations. For more information about Laleham Lea’s privacy policy please refer to <http://www.lalehamlea.co.uk>