



AL-KHAIR PREPARATORY & SECONDARY SCHOOLS

TERMS & CONDITIONS & FEES POLICY

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Contents:

Schedule I: Al-Khair Preparatory & Secondary Schools Terms & Conditions	2
Terms	2
School Rules	2
Disciplinary Procedures	2
The School Obligations	3
The Parents' Obligations	3
Insurance.....	4
Confidentiality and References.....	4
Intellectual Property Rights.....	4
Changes in Ownership	4
Communications.....	5
Interpretation	5
Jurisdiction and Governing Law.....	5
Variations	5
Disputes	5
Schedule I: Al-Khair Preparatory & Secondary Schools Fees Policy.....	6
Registration	6
Deposit	6
Tuition Fees.....	6
Payment Schedule	7
Payment Methods.....	8
Recovery of unpaid fees	8
Reduction or refund of fees	8
Written Notice Period.....	9



Schedule I: Al-Khair Preparatory & Secondary Schools Terms & Conditions

Terms

"we" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires;

"you" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or who with the School's written consent has subsequently assumed parental responsibility for such child.

The Acceptance Form, the Schedule I – Al-Khair School Fee Policy, the School Rules, the Complaints Procedure and these terms and conditions constitute the terms of a contract between you and Al-Khair Preparatory & Secondary Schools. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

School Rules

It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular, you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.

The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules.

The School reserves the right to monitor your child's email communication and internet use for the purpose of ensuring compliance with the School Rules.

Disciplinary Procedures

The Head may in his/her discretion require you to remove or may suspend or expel your child from the School if he/she considers that your child's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.

The Head may in his/her discretion require you to remove or may suspend or expel your child if the behaviour of you or either of you is in the opinion of the Head unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.

Should the Head exercise his/her right under sub-clause 3(a) or 3(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable). However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.

The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.

The review of serious disciplinary matters is governed by the Complaints Procedure.



The School Obligations

Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her preparatory/secondary schooling. However, the School shall not be obliged to permit your child to enter the secondary school unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances.

While your child remains a pupil of the School, we undertake to exercise reasonable skill and care in respect of his or her education 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.

In order to fulfil our obligations, we need your cooperation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.

We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

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 we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.

Although our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing it does not form part of the contract between you and the School. We reserve the right to make changes to any aspects of the School, including the curriculum. We will give parents a term's notice of any changes at the School including changes in the curriculum that we regard as significant to your child, and where practicable will consult with parents on such changes.

We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. Any formal assessment must be arranged by you at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.

Religious observance at the School shall be conducted in accordance with the School Rules.

The Parents' Obligations

At all times, to fully adhere to all aspects of the school contract as specified in Clause 1(b) above, and includes the Schedule I - Al-Khair School Fee Policy.

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.

You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.

The School will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of both such persons. Unless other arrangements are agreed between you and the School we shall be entitled to treat any communication from the School to any such person as having been made to both of them.

The Head must be informed in writing of any reason for your child's absence from School. School's prior consent should be sought for absence from the School.

We cannot accept any responsibility for the welfare of your child while off the School premises unless he/she is taking part in a school activity or otherwise under the supervision of a member of the School staff.

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

Insurance

You must make your own insurance arrangements if you require cover for your child's person or property while at School. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.

Confidentiality and References

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

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

Intellectual Property Rights

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

Changes in Ownership

For the purposes of reconstruction 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.

Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance 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 and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

Interpretation

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

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.

Variations

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will give you at least a term's notice of any such modifications.

Disputes

The school reserves the right to exclude children of those parents who cause disruption to the running of the school or cause the school to fall into disrepute.

This includes but is not exclusive of scenarios such as parents who are abusive. The school takes a zero tolerance approach to any form of abuse, be it physical, verbal or written to any of its staff, pupils or other parents/guardians.

Furthermore, slander and defamation will not be tolerated. This includes spreading unfounded rumours which cause the school to fall into disrepute and/or brings negative publicity to the school through verbal, printed or electronic format.

Parents are reminded that there is an existing school complaints policy which must be adhered to. Unless this policy is followed not only will we be unable to deal with your complaint, but we may suspend or dismiss your child even if your complaint is valid.



Schedule I: Al-Khair Preparatory & Secondary Schools Fees Policy

Registration

A non-refundable registration fee of **£60** is payable on submitting an admission registration form. The registration form will not be processed by the school if the registration fee is not included. The Registration fee is a one off payment to cover the administrative cost for admission test, interview and other administrative procedures. This must be paid at the time of submitting the application.

Deposit

After the entrance test and subsequent interview, any offer of a place for your child at the School is accepted by the written confirmation and paying the deposit. An Advance deposit of **£800** must be paid to confirm your child's place and before the child can start attending the school. In the case of application withdrawal (by the parents), the Advance Deposit is refundable when a written cancellation is received within 7 calendar days from the date of the acceptance offer letter issued by the school.

The deposit held will be refunded or go towards the payment for the last term the child is at the school provided a full term's notice (four months) has been given in writing prior to your child leaving the school. (Please refer to section 8 below).

Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained the prior written consent of both the School and the remaining parent.

Tuition Fees

Al-Khair School is a fee paying Independent Islamic Preparatory & Secondary School. The school is solely financed by tuition fees. The school is fully registered with DFES. Therefore, anyone wishing to send his/her child to Al-Khair Schools is liable to pay the full fees according to agreed terms & conditions in the Schedule I: Al-Khair School Fee Policy.

- **Preparatory Tuition Fees are £4800 for the academic year Sep 2022- Aug 2023 with the following discount rates:**

Child No	Discount %	Payable Fees %
Child 1 (Eldest)	0%	100%
Child 2	10%	90%
Child 3	15%	85%
Child 4 or more	20%	80%



- **Secondary Tuition Fees are £5280 for the academic year Sep 2022- Aug 2023 with the following discount rates:**

Child No	Discount %	Payable Fees %
Child 1 (Eldest)	0%	100%
Child 2	10%	90%
Child 3	15%	85%
Child 4 or more	20%	80%

All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials, shall be met by the fees unless otherwise notified by the School.

If a student joins the school during term time e.g., between September and December, parents have to pay a full term's fee which is non-refundable.

All fees are reviewed annually and a periodical increase may be applied with a terms notice. We shall endeavor to give at least a term's notice of any increase in the fees. If we give you notice of an increase in fees which exceeds over 10%, you will be entitled to withdraw your child from the start of the following term without giving a term's notice or paying fees in lieu, provided that you give notice of the withdrawal within 21 days from the date when notice of the increase in fees is given.

Additional charges are payable for extra-curricular activities such as school trips, certain school events and etc. Such extra-curricular activities in which you agree your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees. Parents will be notified as these charges become payable.

When your child leaves the school, if there are any outstanding fees remaining the school reserves the right to withhold GCSE/GCE results, internal exam results and progress reports until the outstanding balance has been fully cleared.

If enrolment is completed before and including the 15th of the month, full monthly fees will be charged. For enrolment between the 16th to the 31st of the month fees will be reduced to 50% for that particular month.

If your child is admitted before the half term of the Summer Term the full term's fees will be charged. However, if your child is admitted after the half term you will be invoiced for the remaining term months only.

Payment Schedule

For the smooth running of the school, the parents are strongly advised to make full payments at the beginning of the Academic year i.e. by 1st September. However, in difficult circumstances, parents would be allowed to pay in three termly instalments; first instalment by 1st September, second instalment in 1st January & third instalment by 1st April. If that is still difficult then the third



and final option is 12 equal monthly instalments by standing order with 1st payment due from 1 September and tenth and last payment due by 10th August.

- Annually: Full years' tuition fee payment by 1st September
- Termly: 3 equal instalments due by the 1st September, 1st January, 1st April
- Monthly (over 12 months): 12 equal instalments by standing order with 1st payment due from 1 September and tenth and last payment due by 10th August.

Payment Methods

All fee MUST be made by Direct Debit, Standing Order, Bank Transfer. Card and Cash payments are **NOT** accepted. For the tuition fee, please contact finance team on accounts@alkhairschool.org.uk to obtain your payment reference for making payments online or via standing orders.

Recovery of unpaid fees

We reserve the right to refuse to allow your child to attend the School or to withhold any references, certificates, information and property while fees remain unpaid or there is a persistent default in relation to supplemental charges. We may ask you to pay surcharges that the school has accrued as a result of your late payment. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.

Non-payment of fees will result in the immediate implementation of the school's debt collection procedures which will result in your child's exclusion from school, and may subsequently result in the permanent withdrawal of your child's / children's place at the School which will be offered to someone on our waiting list. If this happens to re-admit your child, you will have to pay admission fee of £150 and the arrears in full. Continued non-payment may result in referral of your account to our chosen third party debt collection agency or company / legal firm specialising in school fee recovery. We reserve the right to subsequently pursue legal action and to notify Credit Reporting Agencies of non-payment.

We will pursue parents for non-payment of fees and parents assume full responsibility for all costs related to the pursuit of fees including but not limited to legal fees, and any additional costs incurred in that process.

The school may disclose facts regarding unpaid fees to the new school that the child (children) attend or proposes to attend.

Reduction or refund of fees

Fees will not be refunded or waived for absence through sickness, or absence due to term time holidays, or other authorised leave of absence. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.



There will be no refund of fees if a child is removed permanently from the school on the basis that his/her conduct has been unsatisfactory (whether on or off school premises, or in or out of term time), or has been prejudicial to the good order or reputation of the school, and that the continued presence of the child is incompatible with the interest of the school. There will be no refund of fees in these circumstances (and all unpaid fees must be settled) and fees in lieu of notice will not be charged.

If under the School Disciplinary Procedures, the Head exercises his/her discretion to require you to remove or may suspend or expel your child from the School, you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable). In such circumstances the charging of fees in lieu of notice and any refund will be at the Head's discretion.

As the School's affairs are organised on a termly basis it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

Written Notice Period

Parents / guardians must give a term's written notice by email to primaryattendance@alkhairschool.org.uk for Preparatory School and to secondaryattendance@alkhairschool.org.uk for secondary schools before withdrawing their child / children from the school or a term's fees will be payable in lieu.

If you wish to withdraw your child from the School (other than at the normal leaving date) you shall either give a term's written notice to that effect or shall pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a half term's notice to that effect or shall pay to the School a half term's charges for the activity in which your child has ceased to participate.

Written notices received in the first week of a term for the next term will be accepted. Notices handed in after the first week for the next term will not be classed as being received a term in advance and therefore a full term's fees will be payable.

Only written notices emailed to the relevant school will be deemed valid and those notices given orally, to any member of staff (including staff from the senior management team), will not be accepted.