



## **Azbuka Foundation**

### **Terms and Conditions**

Any Parent who has signed the documents in the Admission Pack is presumed to have read and accepted the below Terms & Conditions. The Offer Letter, the Admission Pack and the Terms & Conditions and its associated policies are the basis of the legal contract between the School and the Parent/s.

#### **1. Definitions**

1.1 Unless the context otherwise requires the following words shall have the following meanings:

“Admission Pack” is the packet of documents sent to the Parent/s when a child is offered a place in the School and which is to be filled out, signed by all Parents with legal and financial responsibility for a child, and returned to the School to accept the place in accordance with the School’s Admissions Policy.

“Calendar” refers to the School’s term times and holidays for the relevant academic year and is published on the School’s website.

“Registration Deposit” (Administration fee) is a non-refundable fee made in accordance with clauses 5.1.

“Main School Deposit” is a refundable deposit set out in the Fees and Financial Policy of the School, and held in accordance with clauses 5.2 - 5.6.

“Extras” include items or services incurring a charge not included in the fees payable for the Student’s place at the School and shall include but not be limited to items listed in clause 6.13.

“Fees” means the fees payable for the Student’s place at the School at the rate which is set annually and is current at the start of each Term together with any Extras but exclusive of any Value Added Tax that may become chargeable.

“Parent/s” means any one or more of the persons referred to in the Admission Pack as a parent, and may include stepparents and guardians who have legal and financial responsibility for the student.

“Published Information” includes the prospectus, all School forms, documents and promotional materials, including those found on the School’s website and official social media sites (eg Facebook, Instagram, Twitter) but not the School policies listed at 1.2.



“School” means Azbuka Russian English Independent School (143048), which includes the Nursery and Primary School, a UK-registered charity ([1153976](#)) governed by the Board of Governors/Trustees (the Board)

“School Account” means the account specified in the Admissions Pack which can also be obtained from the School office on request.

“Student” means the child named as the Student in the Admission Pack.

“Term” means each of the three terms in the School Calendar; Autumn, Spring and Summer. The dates are published on the School website and made available from the school office.

## 1.2 School policies

The main School policies are available at [azbukafoundation.org](http://azbukafoundation.org). The full set of policies are made available from the School office on demand and free of charge. The policies and procedures are reviewed regularly by the Board. Students and Parents agree to consult and abide by the School’s policies and procedures.

## 2. Notice

- 2.1. Events requiring written notice, including withdrawal of a Student in line with clause 8 below or changes to the circumstances of the Student or Parent/s, including changes relating to address, any other contact details, right of residence in the UK, changes to Nursery attendance days or times, special educational needs and disabilities, or other disabilities or medical needs must be given in writing to the Senior Management (the Head Teacher or Head of Admin) by e-mail, pre-paid post, or hand delivery.
- 2.2. Notice is not deemed to be given until the School confirms receipt.
- 2.3. Verbal notice will not be deemed effective notice.
- 2.4. The postal address of the School is Studland Hall, Studland Street, Hammersmith, London W6 0JS or as otherwise notified to the Parent/s from time to time. The postal address, email and other contact details of the Parent/s or any other person is deemed to be the address given on the Admission Pack or (if different) the last address of the Parent/s of which the School was notified in writing and for which notice the School sent a confirmatory email.



### **3. Entry to the School**

- 3.1. Entry to the School will be determined in accordance with the School's Admissions policy. The School is committed to ensuring equality of opportunity for all Students and Parents irrespective of age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership or pregnancy and maternity.
- 3.2. Parent/s should inform the School during the registration process if their child has any special educational needs and disability (SEND) or disability, providing also documentation relating to medical circumstances, and stating any adjustments required. The School will make all reasonable adjustments during the interview and/or admissions process for children with SEND or disability.
- 3.3. Thereafter, and especially if their child is accepted as a Student, Parent/s must ensure the documentation provided to the School relating to medical circumstances remains current by giving notice in line with clause 2.
- 3.4. The School has a limited number of places available and where it is over-subscribed it may use its discretion to select those children to whom it will offer a place. In exercising its discretion, the School will give priority to the following children, in this order: 1. siblings of a current Student; 2. children of teachers of the School, and/or 3. Children with Russian language or heritage, particularly children who speak Russian in the home.
- 3.5. The decision on whether or not to offer a place at the School to a particular child is final and unappealable. At Parent/s' request, unsuccessful applicants may be placed on the reserve list.
- 3.6. Successful applicants will receive an official letter offering a provisional place, together with an Admission Pack. Parent/s must sign and return all of the documents in the Admission Pack to the School together with the Main School Deposit. This shall constitute the Student's acceptance of a place at the School, creating a formal contract between the Parent/s and the School.
- 3.7. The contract is made on the basis of these terms and conditions alone which may be varied from time to time, in accordance with clause 13.3.
- 3.8. In entering this contract the Parent/s consider it to be both necessary and of benefit to the Student to attend the School.



3.9. This contract continues for the duration of the Student's enrolment in the school, until the end of the final day of enrolment, unless earlier terminated in accordance with these terms and conditions, or for as long as there are outstanding matters to be resolved.

#### **4. School Rules and Discipline**

4.1 The Parent/s and the Student will at all times comply with all rules, regulations and customs in relation to the School's teaching, organisation, management, attendance and its discipline of the Student, as set out in the School's Rules for Students, Behaviour and anti-bullying policies, Attendance Policy, the Code of Conduct for Parent/s, Carers and Visitors policy, or other policies published on the website, as amended from time to time.

4.2 The Parent/s and Students are responsible for making themselves familiar with such policies at all times and the Parent/s shall be deemed to have full knowledge thereof.

4.3 The School is responsible for the care and good discipline of the Students and for all matters affecting the day to day running of the School including exclusion or suspension of a Student. The School's decision on disciplinary matters is final and the Parent/s and the Student accept the authority of the School in this regard.

#### **5. Registration Deposit and Main School Deposit**

5.1 The Registration Deposit is payable at the time the Parent/s submit the signed Short Registration Form. It is non-refundable and does not guarantee the offer of a place.

5.2 The Main School Deposit ("Deposit"), payable only if the Student has accepted the offer of a place, is retained by the School for the duration of the Student's enrolment, and will not be refunded for any reason during enrolment, whether or not the Student is in actual attendance. The School has the right to apply Deposits in the discharge of such sums as may be due to the School by the Parent/s, whether for charges relating to this Student or any sibling Students.

5.3 Any Deposit left over at the end of the Student's enrolment may be reclaimed by the Parent/s by writing to the School (via the Admissions Office) requesting a refund provided they give a full term's notice. Otherwise, the Deposit is forfeited and becomes the property of the School.

5.4 The Deposit will not accrue interest.

5.5 The School reserves the right to retain the Deposit if the Student is enrolled for less than a year unless this has been declared and agreed by the School at the time of registration. Where a



Student is withdrawn from the Nursery within the first two weeks of their first term, in line with clause 8.3 below, the Deposit will be forfeited and become the property of the School.

- 5.6 The School reserves the right to deduct from the Deposit any outstanding charges made for lost or damaged school materials or property.

## 6. Fees and Extras

The School year consists of three Terms and Fees for each term must be received in cleared funds in the School's account by the first day of the term.

- 6.2. If the Student's Fees have not been paid by the due dates, the School will send a written reminder that payment is overdue to the Parent/s. If the outstanding Fees are not paid within 15 days of the date the reminder was sent, the School reserves the right to re-allocate the Student's place to the next suitable applicant and to disenroll the Student who will no longer be entitled to attend the School.
- 6.3 If the Fees have not been paid in full by the start of Term, and the School has not yet exercised its rights under 6.2 above, the School may then or later exclude the Student from the School until payment has been received in full. For the avoidance of doubt, if the School chooses to delay the exercise of their rights under 6.2, this does not prevent the School from exercising those rights at a later date.
- 6.4 Extras and any loss or expense suffered by the School due to the act or omission of the Student will be invoiced either as they arise or at the end of the Term when incurred and must be paid within 30 days of the date of the invoice.
- 6.5 The Parent/s, the Student and any person who has agreed to pay or guaranteed payment of the Fees in respect of the Student, whether as principal, agent or trustee, each have joint and several liability to pay the Fees.
- 6.6 The School may withhold references while Fees remain overdue.
- 6.7 The School reserves the right to exercise a lien for unpaid and overdue Fees over any property of the Student brought onto School premises, and the School will be entitled to dispose of or sell such property privately or by auction to redeem its lien, so long as it has given or tried to give the Parent/s notice of its intention to do so, such notice to be given by Recorded Postal Delivery to the Parent/s' current address, as registered with the School, and provided that the



School does not dispose or sell the property any earlier than 21 days after the date the School placed the notice in the Recorded Postal Delivery.

- 6.8 For information on the option to pay Fees by instalment, please consult the Fees page on the School's website or School's office.
- 6.9 For information on payment of annual Fees in advance, please contact the School Office. Any scholarships, bursaries and any ex gratia awards or allowances which have been made may be withdrawn by the School at any time if in the opinion of the School the aims and objectives of the scholarship or bursary are not being met and the School further reserves the right to require repayment in full from the Parent/s in the event of the Student being withdrawn with or without notice or removed from the School before the end of the School's final year.
- 6.10 Any bursaries granted are subject to annual review by the School.
- 6.11 All Fees, including Extras and incidental fees, will not be reimbursed for any absence of the Student through sickness or any other reason, except in cases of genuine hardship and only when approved by the Head or the Board. In particular no claim shall arise for a refund of Fees if for any reason a Term is shortened or a vacation extended at the School's discretion or if the School is closed for reasons outside of its control.
- 6.12 The School may allocate payments made by Parent/s to the payment or part payment of any outstanding or due invoice relating to any Students belonging to the same immediate family.
- 6.13 The Fees do not include the cost of the following activities or services and additional charges shall be raised for each which the Parent/s or other fee payer shall be liable to pay within 30 days of such additional charge being raised (unless otherwise notified to the Parent/s) or they shall be added to the invoice for the Fees for the Term in which those costs are incurred. This includes, but is not limited to:
  - 6.13.1 examinations or other certificates;
  - 6.13.2 costs associated with re-marking of external examinations;
  - 6.13.3 School lunches;
  - 6.13.4 music lessons; visiting teachers
  - 6.13.5 extra curricular activities (only some of which incur an additional charge);
  - 6.13.6 external assessments;
  - 6.13.7 Uniforms;
  - 6.13.8 Textbooks;



6.13.9 compulsory and optional residential trips and some optional day trips. Please note that Students who are in arrears in paying Fees must clear these debts before being allowed to book and participate in optional school excursions and trips and any refunds are subject to the terms and conditions for each trip.

6.14 The full list and details of additional charges referenced in clause 6.13 are available upon enquiry at the School.

6.15 The School will give the Parent/s a full term's notice if the School of a six percent or greater increase to the Fees.

6.16 Except as expressly stated otherwise in the Schedule of Fees, all of the Fees are exclusive of VAT and any other taxes, which will be added (where applicable). You may be required to reimburse the School for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the School for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from HMRC in respect of that VAT. If the School at any time assesses (or HMRC at any time determines) that any of the Services supplied by the School under this contract are subject to VAT, and the School has not already charged you VAT on the applicable Fees for those Services, the School will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the School notifying you.

6.17 The School reserves the right to carry out a credit reference check on the Parent/s or any guarantor.

## **7. Visas and Right to Reside**

7.1 Offers of places and continuing enrolment at the School are subject to the Student and accompanying family members having appropriate residency rights or visas that are compliant with UK Border Authority requirements.

7.2 Thereafter, the Parent/s must ensure that notice of any change to the Student's residency rights or visas is given to the School in line with clause 2.

7.3 The School may exclude the Student if the Student or Parent/s fail to provide the necessary evidence of right of residency in line with clause 9.

## **8. Withdrawing a Student**



- 8.1 A full Term's notice, given in line with clause 2, is required from the Parent/s to the School if the Parent/s wish to cancel their acceptance of an offer to take a place at the School prior to the Student commencing enrolment at the School, or alternatively one Term's Fees will be payable to the School in lieu.
- 8.2 Once the Student has commenced their enrolment at the School, Parent/s must give one full Term's written notice, in line with clause 2, before withdrawing the Student from the School or a Term's Fees will be payable in lieu of notice. There is no refund for any portion of the term in which the Student leaves the school. The School reserves the right to retain the Deposit for enrolments of less than one academic year.
- 8.3 As an exception to the general requirement to give a full Term's notice before withdrawal, where a Student entering the Nursery does not settle in well, the Student may be withdrawn from the School by the Parent/s without giving a full Term's notice, so long as the Student is withdrawn within the first two weeks of the start of their first Term.
- 8.4 If the family's circumstances change and they wish to withdraw their notice, they must do this in writing (by letter or e-mail) to the Head Teacher.
- 8.5 If notice of the withdrawal of a Student is given and the Parent/s subsequently decide to send their child to the School the following Term, the Registration deposit will, at the discretion of the school, become payable again as if the Student is a new student.
- 8.6 Any waiver of the requirements of this clause 8 will be effective only when written and signed by the Head Teacher.
- 8.7 Where a Student is withdrawn, the School reserves the right not to readmit the Student for one year.

## **9. Removal of a Student by the School**

- 9.1 The School has the right to direct the Parent/s to permanently remove a Student from the School where, in the reasonable opinion of the School, it is in the interests of the Student and/or the School including but not limited to such circumstances where:
  - 9.1.1 the Student or Parent/s has failed to abide by the Code of Conduct;
  - 9.1.2 the relationship between the Parent/s and the School has broken down;
  - 9.1.3 the Fees are unpaid;
  - 9.1.4 the Student has been excluded; or





- 9.1.5 The Student or Parent/s undermine the philosophy and ethos or charitable objective of the School.
- 9.1.6 The School considers that the continued attendance of the Student at the School is not in the Student's, any other individual attending the School's or the staff employed by the School's best interests, or the School does not consider that the Student can engage with the community at the School in a way that the School considers would be beneficial for the Student, or the School does not consider that it can fully meet the needs of the Student.
- 9.2 There will be no refund of Fees for the balance of the Term when such request is made part way through a Term but the Parent/s will not be liable to pay an additional Term's Fees in lieu of notice.
- 9.3 The decision to direct the removal of the Student from the School and the manner and form of any announcement shall be made in line with the School's policies and procedures, Rules for Students and Code of Conduct for parents. Under no circumstances shall the School be required to divulge to Parent/s any confidential information or the identities of Students or others who have given information which has led to the direction for removal or which the Head has acquired during an investigation.
- 9.4 A Student who has been either temporarily or permanently withdrawn, excluded, suspended or expelled from the School has no right to enter the School premises without written permission of the Head.

## **10 Recovery of Unpaid Fees**

- 10.1 If for any reason any payment is not received into the School account and cleared funds when due the School reserves the right to charge interest at 2% per month on any unpaid Fees including any Fees in respect of which an instalment arrangement has been terminated.
- 10.2 The Parent/s or other fee payer as designated in the documents in the Admission Pack shall be responsible for all reasonable costs incurred in the collection of unpaid Fees including the School's administrative costs and any costs and disbursements incurred with lawyers or debt collection agencies acting on behalf of the School, including but not limited to commission payable to a Debt Collection agency.



10.3 The School reserves the right to charge an administration fee of £50 for any Fees that are overdue and/or for every cheque that is returned unpaid by the payer's bank.

## **11 Special Circumstances**

11.1 The School must be notified in writing immediately of any court orders in relation to the Student including without limitation as to parental responsibility, residence, contact, prohibited steps, specific issues or periodical payments. It is the responsibility of the Parent/s to inform the School immediately in writing and by a personal visit in case of urgency if the School is required to take any special precautions for the protection of the Student or if circumstances arise such that any Parent/s may be unable to pay fees in the future.

11.2 The Parent/s hereby grant to the Head authority to give consent in loco parentis to the carrying out of any emergency medical treatments or procedures which are certified by a medical practitioner to be necessary for the safety of the Student.

11.3 The Head must be given notice, in line with clause 2, of any existing or new medical condition, allergy, disease or illness (especially if infectious or contagious), except for illnesses expected to last no more than 14 days, such notice to take effect only once the School has sent a confirmatory email acknowledging receipt.

11.4 If both Parents, a single parent, or the sole designated guardian will be absent from their given address as notified to the School on the Admission Pack or as otherwise notified to the School in line with clause 2, for more than 48 hours during Term time, the School must be notified in line with clause 2 of the name, address and telephone number of a guardian resident in the United Kingdom who is acceptable to the School.

11.5 Parent/s who have cause for concern in relation to the care, discipline or progress of a Student are directed to the School's Complaints Procedure available from the Office or on the School's website.

## **12 Intellectual Property Rights**

12.1 The School retains the intellectual property rights in the design of the School curriculum and materials and approach used to teach and provide cultural enrichment to the Students.

12.2 The School acknowledges that the copyright in a work of which the Student is the sole author shall vest in the Student.



- 12.3 The copyright in work produced in collaboration with others where the contributions of each author are not distinct shall be held by the joint authors.
- 12.4 The School acknowledges the right of the Student to assert his or her rights and generally to be identified as the author of any such work.
- 12.5 The School shall honour the right of the Student to be named as the inventor in any application for a patent relating to an invention devised solely by the Student and as the joint inventor in any application for a patent relating to an invention devised jointly by the Student and any other person.
- 12.6 The School may retain the originals or copies of Students' work unless return of the work is requested by the Student or Parent/s.
- 12.7 For the purposes of this clause 12 the Student and/or Parent/s agrees to indemnify the School for and against all liabilities arising from an infringement of intellectual property rights belonging to a third party.
- 12.8 The School reserves the right to require Parent/s and/or Students to remove School content or the School name from personal Social Media sites.

### **13 General Data Protection Regulation 2018**

13.1 Personal data about the Parent/s and Student will be collected by the School from the Registration for Intake Form, the Short Registration Form, the Admission Pack and other information provided by the Parent/s/Student and otherwise. In respect of all such personal data, the Parent/s agree:

- 13.1.1 to the processing of all such personal data for the purposes of: (i) promoting the School to prospective students/Parent/s and publicising the School's activities; (ii) managing relationships between the School and current Students/Parent/s and the body of former Students; (iii) performing the School's obligations under this Parent School Contract (which may include processing sensitive personal data about the Student (such as medical details)); (iv) complying with any requirement of any applicable statute, regulation and guidelines; (v) protecting its (and others') property and rights; (vi) as otherwise agreed by the Parent/s (or, where validly consented to, the Student);



- 13.1.2 to the School taking photographs (and videos) of the Student (and, where applicable, the Parent/s) during the course of normal school activities, in School, on outings, visits or at sporting events and using these both when the Student is at the School and after the Student has left for the purposes set out above. This includes use of such information by the School in/on the School's prospectus (in whatever format or medium), the School's internal displays, the School's website, School's official social media accounts. Images may be printed or kept in digital format.
- 13.1.3 that each Parent is entitled to receive relevant information about the Student from the School (including reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons unless the School is restricted from doing so by a court order (or similar direction), of which it has been put on notice in writing, or by any other legal requirement or obligation (for example, under the Data Protection Act 1998);
- 13.1.4 that, subject to the restrictions in the above sub-clause, the School may pass on the personal data to a third party as follows (only): (i) where, in relation to processing the data as described above, the School subcontracts part of the work; (ii) where it is processed by the School's payment processing provider, bank and merchant bank for the purposes of processing payments; (iii) as agreed by the Parent/s; (iv) where requested by to do so to comply with safeguarding laws and guidelines, for example by sharing data with a social worker; or (v) where required to do so under any applicable statute, regulation and guidelines; and
- 13.1.5 that the School may use the personal data to make contact from time to time by post, e-mail or telephone for any of the above purposes, unless the Parent (or, where applicable, the Student) requests otherwise.
- 13.2 Parent/s (and, where applicable, Students) have rights to (subject to payment of an administration fee) access copies of their personal data and change the permissions given in respect of its processing.

## **14 General Conditions**



- 14.1 The School will teach the Student a Russian-English bilingual integrated curriculum, compliant with British Independent School Standards. It is important to note that it is not a preparatory school and does not necessarily cover the curriculum requirements for taking the 11+ examination or any other secondary school entrance test or examination. The School is not linked to any secondary school and does not guarantee an offer or priority status with respect to being offered a place at any secondary school.
- 14.2 If the School fails to insist that Parent/s or Students perform any of their obligations under these Terms and Conditions, or if the School does not enforce its rights or delays in doing so, those rights are not waived and may be enforced at any time. When the School does waive a specific instance of non-compliance, it will do so in writing, stating the scope of the waiver. A waiver for non-compliance on one occasion will not mean that the School will automatically waive any further non-compliance by the Parent/s or Student.
- 14.3 The School may in its discretion as the School considers reasonable vary any or all of these and any other terms and conditions or policies in place from time to time. Notice of any major changes will be posted on the School's website, or emailed to the Parent/s, and the School will assume that you accept these amendments unless you contact us in writing within 30 days of the date of any such notice given (if any).
- 14.4 The School reserves the right to make alterations at any time to the way in which the School is run, to the location of the School or any part of it and to any aspect of the School without reduction in Fees.
- 14.5 The Published Information contains some details of the School, ethos and philosophy, teaching and learning, overview of the curriculum, its history and facilities. Although the contents are believed to be accurate at the time of printing nothing contained in the Published Information shall form part of any Agreement between the School and the Parent/s or any other person and the Parent/s confirm that they have not relied on its contents in entering into this Agreement.
- 14.6 Written communications from the School will be sent via the School's email accounts, by ordinary pre-paid post and/or by handing personally to the addressee, as the School thinks most appropriate.
- 14.7 Complaints: The School has a Complaints Policy published on the School website.



14.8 Headings and subheadings are for ease of understanding only and do not form part of these terms and conditions. This document will be construed as a whole in conjunction with the Admission Pack and Offer Letter.

14.9 These Terms are governed by English law and all parties agree to submit to the non-exclusive jurisdiction of the English courts.

14.10 Although the School often provides documents or communications to Parent/s in both English and/or Russian, policies and legal documents will be prepared in English. The School is not responsible for providing translations nor the cost of obtaining a translator.