

ENROLMENT DOCUMENT

ACCEPTANCE OF A PLACE AT ST COLUMBA'S SCHOOL

Name of child

Date of entry

Year group on entry

NOTES

1. Please note that completion and signing of this document by you will result in your having a legally binding contractual relationship between you and St Columba's School.
2. This document must be completed, signed and returned by the date indicated on the School's letter of offer, failing which the offer of a place at the School will be deemed to have been declined and the offer may be withdrawn. If you cannot return this document by this date, please contact the School office for advice.
3. Please ensure that you complete both copies of this document; the first copy is for the School's use, the second is for you to retain.
4. Please read carefully the explanatory note entitled "The Children (Scotland) Act 1995".
5. If you are in any doubt about how you should complete any of the sections, please do not hesitate to contact the Admissions Secretary.
6. A copy of the School's Admission Policy is available on request.

ACCEPTANCE FORM

Please tick appropriate box for enrolment to: St Columba's Senior School

St Columba's Junior School

Date of acceptance _____

PUPIL, FAMILY AND EMERGENCY CONTACT DETAILS

CHILD:

Forename(s)	Date of Birth
Surname	Admission Year (e.g. 2009)
Known as	Year Group on entry
Gender	

Child's Home Address
Home Tel No.
Email

Name	Date of Birth	Present School
Brother/Sister		
Brother/Sister		
Brother/Sister		

MOTHER:	FATHER:
Title	
Forename(s)	
Surname	
Work Tel No.	
Work Email	
Mobile Tel No.	
Occupation	

EMERGENCY CONTACT (if additional to above)

Name	Relationship	
Address		
Home Tel No.	Work Tel No.	Mobile Tel No.

GUARDIANSHIP, SEPARATION or DIVORCE

This section must be completed where the child has a legal guardian or where the child's parents are separated or divorced. If these circumstances are not applicable, indicate by writing 'N/A' in this box

--

Name and address of Non-resident Parent
(if not shown over)

Relationship to child

--

Does the child have a guardian?
(please tick box)

Yes	No	(if yes, please give details below)

	LEGAL GUARDIAN:	GUARDIAN/SCHOOL CONTACT:
Name		
Home Address		
Home Tel No.		
Home Email		
Work Tel No.		
Mobile Tel No.		
Work Email		

Are there any Court Orders relating to: (please tick box)

Custody	Access	Residence

Please give details of any such Court Orders in force (especially with regard to any restriction of access).

The School **must** be provided with a copy of any Court Order which stipulates restriction of access.

If possible, please state where the child resides during the week, at weekends and in the school holidays.

During the week	
At weekends	
School holidays	

To whom should copies of the following be sent? (please tick below)

	Mother	Father	Legal Guardian	Other
School Reports				
Fee Notices				
School Correspondence				

ADDITIONAL CONFIDENTIAL INFORMATION

If you would like us to be aware of any other factors which may affect your child in the School, please note them here:

Parents are assured that sensitive information relating to any pupil’s personal or family circumstances will be handled with discretion by guidance staff.

Telephone lists may be prepared from the information given above, for use by parents, particularly in year groups with significant new pupil intakes. Please write to the School if you do NOT wish your details to be included.

If the information given changes in any way either before or after your child joins the School, please notify the School as soon as possible. The School will maintain records of information in relation to your child in manual and electronic form. In signing this Acceptance Form, you are agreeing to the School maintaining these records in line with the Data Protection Act.

Signature(s) of Parent(s) or Guardian _____ Date _____

_____ Date _____

ENROLMENT AGREEMENT

Acceptance of a place at St Columba’s School
To St Columba’s School Ltd.

1 Parents’ Interpretation and Construction

I/We _____ and _____

MOTHER’S FULL NAME AND ADDRESS

FATHER’S FULL NAME AND ADDRESS

[Both parents’ full names must be inserted, except in the case of a single-parent family] confirm that I/We am/are the parent/parents of the child named below (the “Child”) and/or the person/persons having parental rights in respect of him/her and accept the place offered to my/our child at St Columba’s School.

In this Agreement (unless there is something in the subject or context inconsistent therewith)

- (a) references to the “Parents” are references to those parties signing this Agreement as parents
- (b) the “School” means (as the context requires) either St Columba’s School Limited (Company Number SC016856) or the school facilities operated by St Columba’s School Limited from time to time
- (c) the “Board” means the Board of Directors of the School
- (d) words importing the singular number only shall include the plural number and vice versa and
- (e) where at any time there are more than one person included in the expression the “Parents” obligations contained in this Agreement which are expressed to be made by the Parents in relation to payment of sums (including fees, interest and other charges) shall be binding jointly and severally on such persons and their respective executors and representatives whomsoever without the necessity of discussing them in their order.

The current rules and regulations of the School applicable to pupils at the School and to parents of pupils at the School, (the “School’s Code of Conduct”), including the School’s Policy on the Suspension and/or Permanent Exclusion of pupils, (the “School’s Policy on Suspension and Permanent Exclusion”), are available on request from the School. Such rules, regulations and policies are subject to revision and amendment from time to time, and a copy of them can be obtained by Parents on request from the School.

(Child’s Full Name) _____

2 Duration of this Agreement

This Agreement will apply for the duration of the Child's attendance as a pupil of the School (Junior and Senior).

3 Fees and Related Matters

3.1 For the purposes of this Clause 3:

"one full term's notice" means

- (a) in a case where a child is withdrawn from the School by Parents at the end of a term, that notice of withdrawal must be received by the School prior to the commencement of the term ending on the date of withdrawal of that child from the School;
- (b) in all other cases where a child is withdrawn from the School by Parents, that notice of withdrawal must be received by the School before the commencement of the term immediately preceding the term containing the date of withdrawal of that child from the School; and
- (c) in a case where the School terminates this Agreement by notice given pursuant to Clause 3.9 below that such notice of termination must have been given by the School to the Parents (or either of them) before the commencement of the term ending with the date of such termination;

"term" means a term of the School as notified by the School to the Parents from time to time; and

"full session" means each academic year of 3 terms commencing with the term immediately following the School summer holidays.

3.2 The Parents shall pay all fees, interest and any other charges (including administration charges) which fall due by the Parents in terms of this Agreement and in the event that payment of fees and other charges fall more than one month in arrears administration charges may be levied at the discretion of the School.

3.3 The Parents shall give not less than one full term's written notice to the School of withdrawal of their Child from the School and undertake, within 28 days of demand by the School, to pay to the School one full term's fees in lieu of notice if:

3.3.1 one full term's written notice of withdrawal is not received by the School; or

3.3.2 the Parents accept a place at the School but withdraw their Child from the School prior to their Child's attendance at the School.

3.4 Fees (at the rate per child intimated by the School from time to time to parents generally) are payable for each full session and Parents, when submitting this Agreement to the School, shall intimate to pay such fees either by a single annual sum to be paid in full before the end of September or by the Direct Debit Scheme of 10 monthly instalments from September to June. If the Parents elect monthly instalments the Parents shall complete and deliver a Direct Debit Mandate to the School.

3.5 Any Direct Debit Mandate delivered by the Parents to the School may be used by the School to take fee payments for their Child and any siblings or other children subsequently enrolled by the Parents at the School and variations to the payment terms described in this Clause 3 and/or such Direct Debit Mandate may only be made with the prior consent of the School.

3.6 The Parents shall, upon demand, pay interest to the School at the rate of 2% per month on any sum due in terms of this Agreement which is not paid by the due date for payment of the same and that during the period from such due date until the School receive payment of such sum in full.

3.7 Fees and other charges will not normally be reduced as a result of absence due to illness or otherwise and without prejudice to the foregoing generality no reduction of fees will be made in respect of a period during which the Child is absent from School (whether as study leave before or during public examinations or following such examinations or as a result of suspension and/or permanent exclusion from the School as described at Clause 4 below or otherwise).

3.8 Fees will be reviewed by the School from time to time and may be increased from time to time by such amount as the Board considers necessary.

3.9 The School may at any time terminate this Agreement with effect from the end of a term by giving one full term's notice to that effect to the Parents (or either of them).

3.10 The Child may be suspended or permanently excluded from the School at any time when fees are unpaid and will be deemed to be withdrawn from the School without notice 28 days after either suspension or permanent exclusion. If the Pupil is so withdrawn, one full term's fees in lieu of notice will be payable.

4 Behaviours

4.1 The Parents shall, for so long as the Child is a pupil at the School, comply with the rules and regulations of the School applicable to Parents of pupils at the School and shall ensure the punctual and regular attendance of the Child at such classes, examinations, sports and other activities as are required by the School, including activities outwith the normal school day. Further, the Parents shall familiarise themselves (and familiarise the Child) with the School's Code of Conduct, which must be adhered to at all times.

4.2 The Child shall, for so long as he or she is a pupil at the School, comply with the rules and regulations of the School applicable to pupils at the School and be subject to any disciplinary sanctions imposed by the School (with the Child to agree, upon the Child reaching the age of 16 years, directly to be bound by such rules and regulations and to be subject to any disciplinary sanctions imposed by the School). Further the Child agrees to familiarise his/herself with the School's Code of Conduct and to adhere to its terms.

4.3 In accordance with the School's Policy on Suspension and/or Permanent Exclusion the Rector, the Senior Depute Director and/or the Head of the Junior School ("the Senior Staff") shall be entitled to suspend the attendance of the Child at the School for such period or periods as they see fit, and the Child shall not be entitled to attend the School during any period of suspension.

4.4 In accordance with the School's Policy on Suspension and/or Permanent Exclusion the Rector, with the approval of the Chairman of the Board, shall be entitled to permanently exclude or require the withdrawal of the Child from the School and the Child shall cease to be a pupil at, and shall not be entitled to attend, the School as from the date of the permanent exclusion or the date of the required withdrawal.

- 4.5 Without prejudice to 4.2 and 4.4 above, the Child may be liable to immediate permanent exclusion if he or she is in serious breach of the School's rules and regulations (for example, if the Child is found to be in possession of or to be using illegal drugs while at the School or at any function attended by the Child as a pupil of the School or whilst the Child is travelling to or from School or in connection with the School).
- 4.6 The School shall not be held liable for any loss, financial or otherwise, resulting from a pupil's suspension or permanent exclusion. Any decision arrived at by the Senior Staff, and the Rector with the approval of the Chairman of the Board as the case may be (subject to the Appeals Procedure set out in the School's Policy on Suspension and/or Permanent Exclusion) shall be final and binding.
- 4.7 The School shall be entitled to monitor the Child's e-mail communication and internet use on School premises for the purposes of ensuring the safety of the Child and other pupils of the School and to ensure compliance with the School's Acceptable Use of ICT Policy.
- 4.8 The Parents shall inform the School of any health or medical condition or allergy that the Child has or develops (whether long-term or short-term) and of transmittable infection or infectious disease which the Child has or may develop.
- 4.9 Unless and until the Parents notify the Rector in writing or as agreed by the School, the Child will participate, whilst he or she is at the School or in the care of or under the supervision of the School, in contact sports and in other sports and activities some of which may involve some risk of physical injury. St Columba's has a commitment to team sports and activities. If the Child is selected to represent the School (including sports and activities outwith the normal school day), he/she must do so. In circumstances where the Child requires leave of absence from such fixture/activity, a formal request should be made to the teacher in charge timeously. As this is a key part of the fabric of the School and failure to participate (if selected) could impact adversely on the School and/or other pupils, any failure by the Child to participate in team sports and activities without good cause may lead to suspension and/or exclusion in terms of the School's Policy on Suspension and/or Permanent Exclusion.
- 4.10 The Parents agree to accept rules that the School may have from time to time for parents (e.g. on being advised by the School of changes in circumstance, on car parking, delivering and collecting children).

5 Child Not Living At Family Home

The Parents, as soon as practicable, shall notify the School if their Child is not living permanently in the family home.

6 Medical Matters

- 6.1 The Parents will advise the School in writing of any disability that the Child has or develops and of any medical condition or specific circumstances of which the Parents think the School should be aware and the School can rely on the information so provided until the Rector is notified in writing by the Parents of any change in such information, the Parents shall inform the Rector in writing of any change in such information.
- 6.2 If the Child requires a medical examination or treatment, the Child's consent must be obtained if the Child is aged 16 or over. A Child under 16 can give consent where, in the opinion of a qualified medical practitioner, the Child is capable of understanding the nature and possible consequences of the procedure or treatment. The decision on the capacity or otherwise of the Child to consent is made by the medical practitioner. No examination or treatment can take place if the Child is considered competent to make a decision and if the Child refuses consent.
- 6.3 In the event of an emergency or in the event of an injury or to illness of the Child whilst he or she is at the School or in the care or under the supervision of the School there is difficulty or likely to be undue delay in contacting the Parents or the Parents cannot be contacted by the School, the Rector or any teacher at the School may consent to such medical treatment, including anaesthetic, surgery or blood transfusion, as may be necessary for the well being of the Child in the opinion of a qualified medical practitioner.
- 6.4 The School may, in accordance with its Alcohol and Drugs Policy and at the discretion of the Rector, require the Child to undergo drugs testing in the interest of both the Child and the wider school community. The Parents consent to their Child undergoing such testing as the School may require and accept that any use by the Child of drugs identified by such testing may result in the suspension or permanent exclusion of the Child from the School.

7 Data Protection etc.

- 7.1 Information processed by the School (whether in this Agreement or otherwise):
 - 7.1.1 may constitute "personal data" for the purposes of the Data Protection Act 1998 ("the 1998 Act");
 - 7.1.2 will be stored in the School's educational, financial and administrative databases, in either manual or electronic form; and
 - 7.1.3 will be processed and, if required, transferred to third parties, in pursuance of the educational interests of the Child and the pursuance of the business, financial and wider educational activities of the School.
- 7.2 The Parents:
 - 7.2.1 consent to personal data pertaining to them and/or their child being processed by the School in order to allow it to undertake its business and educational activities, including the effective provision of educational, welfare and medical services; to administer the admissions process; to record academic progress; to administer and collect fees and charges and operate the payroll; to ensure compliance with legal and other obligations; to facilitate communications and mailings, enabling the provision of references and certificates; to assist with fund raising by the School, Former Pupil activities, research and archiving;
 - 7.2.2 accept that circumstances may arise whereby the School may also need to store and process certain categories of "sensitive personal data" (as defined by the 1998 Act), pertaining to the Parents or their Child;
 - 7.2.3 consent to the School storing and/or processing such sensitive personal data if the School deems it necessary; and
 - 7.2.4 consent to the provisions of the School's Data Protection Policy which is subject to revision and amendment from time to time, and a copy of which can be obtained by Parents on request from the School.

- 7.3 The Parents consent:
- 7.3.1 to information being stored and processed by the School ("stored information") in accordance with the terms of the 1998 Act, on the understanding that information will not be passed on to third parties for commercial or other use not associated with the provision of education or the pursuit of the School's business and educational activities;
- 7.3.2 to stored information being accessed, transferred to, stored and processed by personnel and bodies authorised to undertake official school business, including the School's Former Pupils' Association and its office holders, and any statutory or other official bodies, should the School consider such access, transfer, storage and processing to be in the educational interest of the Child or necessary for the business, financial and wider educational activities of the School; and
- 7.3.3 to the School contacting the Parents without notice at any of the addresses, e-mail addresses, telephone numbers or fax numbers which the Parents have provided, should it be necessary.
- 7.4 In line with the School's Data Protection Policy, Parents may seek access under the terms of the 1998 Act to any personal data held by the School concerning the Parents or their Child by submitting a formal request in writing to the Rector. The School will in that event effect full disclosure within the period specified by statute, the foregoing being without prejudice to rights and obligations of the Parents and/or the School under the 1998 Act.
- 7.5 If the Parents reside or move outwith the European Economic Area, the Parents consent to the transfer outwith the European Economic Area of personal data pertaining to the Parents or their Child which may be necessary for the furtherance of their Child's education and the legitimate pursuit of the School's business.
- 7.6 The Parents:
- 7.6.1 consent to the School supplying information and a reference in respect of their Child to any educational institution which the Parents propose their Child to attend, on the understanding that
- (a) each reference supplied by the School shall be confidential, and
- (b) the School will take care to ensure that all information that is supplied relating to their Child is accurate and any opinion given on his/her character, and ability or aptitude for certain courses is fair;
- 7.6.2 accept that the School is not liable for any loss the Parents or their Child may be alleged to have suffered as a result of opinions reasonably given or correct statements of fact contained in any reference or report given by the School; and
- 7.6.3 consent to the School making use of information relating to their Child for the purposes of providing references, whilst he or she is at the School and/or after he or she has left the School.
- 7.7 The School may make reasonable use of any photograph or electronic image of the Child in the School's publicity and marketing material.

8 Miscellaneous Matters

- 8.1 The School reserves the right (in line with the School's Child Protection Policy) to refer any matter, which in the opinion of the Rector requires to be referred, to the relevant authorities including the Social Work Child Protection Officer for the Council area in which the Child is resident, the Reporter to the Children's Panel and/or the Police.
- 8.2 The Parents shall, on request, complete and submit to the School a medical questionnaire in respect of their Child and agree to inform the School of any health or medical condition, disability or allergy which their Child has or subsequently develops (whether long-term or short-term and including any serious infections or notifiable diseases).
- 8.3 The Parents shall inform the School of any situations where special arrangements may be needed for their Child.
- 8.4 The Parents shall inform the School in writing of any reason for their Child's absence from School and shall seek the School's prior consent, where possible, for their Child's absence from the School for reasons other than illness.
- 8.5 The School does not accept any responsibility for the welfare of the Child while outwith the School's premises unless he or she is taking part in a school activity or otherwise under the supervision of a member of the School's staff.
- 8.6 The Parents shall make their own insurance arrangements in the event that the Parents require insurance cover for their Child's person or property while at School. All pupils at the School are included in an obligatory personal accident insurance scheme, (the cost of which is included in the School's fees) and details of which are sent to parents at the commencement of each session.
- 8.7 The School reserves 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.
- 8.8 The School may change or add to this Agreement from time to time for legal, safety or other substantive reasons in order to assist the proper delivery of education at the School and will use reasonable endeavours to provide the Parents with a minimum of one term's prior notice of any such modifications.
- 8.9 The Parents shall notify the School in writing of any change in the information which the Parents have provided to the School in relation to their Child.
- 8.10 This Agreement is subject to Scots Law and the Parents agree to submit to the exclusive jurisdiction of the Scottish courts in the event of any dispute regarding its meaning and effect.
- 8.11 The Parents shall purchase a Debenture at a cost of £350 within 28 days after acceptance of their Child's place at the School. On request the School will return such amount to the Parents within 28 days of the date of their Child's departure from the School.

Both Parents/Legal Guardians/persons having parental rights and responsibilities in respect of the Child must sign the Agreement unless the Child is from a single-parent family. This Agreement becomes effective upon signature by the Parents. Those signing this Agreement are jointly and severally liable to the School for all fees and additional charges due. Where two parties have signed as Parents, one of them may withdraw from the contract thereby created with the School by submitting a full term's notice, provided always that such withdrawing party has obtained the prior, written consent of both the School and the other Parent.

Signature _____ Date _____

Name in Block Capitals _____

Signature _____ Date _____

Name in Block Capitals _____

With effect from signature by the Parents of this Agreement by the date specified in the relevant letter of offer, the School undertakes to accept the Child as a pupil, to monitor the Child's progress to produce regular reports to the Parents, and to observe and honour the terms of its Commitment to Excellence as set out in this Agreement.

OUR COMMITMENT TO EXCELLENCE

St Columba's School combines a commitment to high academic standards with a desire to ensure that every individual pupil is provided with opportunities to develop every aspect of his/her character and personality. We believe that pupils are more likely to develop the self-confidence and sense of pride which will be essential for them in their adult lives if they have shown true commitment to their own academic and personal progress while they are in School. In particular, we have high expectations of our pupils and:

- we believe that pupils who show commitment to their academic studies are more likely to enjoy the satisfaction that comes from success and we believe it is our duty to provide a structured environment which encourages and supports such commitment
- when we accept a child into our School, we do so in the belief and expectation that he or she will benefit from and thrive in the academic environment which we provide. While this remains true for almost all pupils throughout their school careers, it must be understood that the academic curriculum provided by St Columba's may not be suitable for every pupil. In such circumstances pupils may be advised against remaining in the School. Such cases are extremely rare and parents are counselled and consulted before any such advice is given
- we believe that the right of each pupil to remain with us throughout their education must be qualified by the School's right to intervene if we believe that the interests of an individual or the School are not best served by continuing attendance
- our School is a community and we are very proud of the level of respect shown by all our pupils to other members of the School community. It is important that each pupil understands that his or her individual behaviour affects other pupils and teachers. If it becomes obvious that any child's attitude or behaviour compromises the interests of others, then we will protect the interests of those others

THE CHILDREN (SCOTLAND) ACT 1995

The Children (Scotland) Act 1995 gives a parent, in order that the parent can fulfil his or her parental responsibilities in relation to a child, the right to control, direct or guide the child's upbringing in a manner appropriate to the stage of the child's development.

For this purpose, a child is anyone under the age of 16 years.

The Act further provides that where two or more persons have a parental right in respect of a child, each of those persons may exercise that right without the consent of the other or others, unless any court decree or deed conferring the right of regulating its exercise otherwise provides.

In addition, the Act provides that a person who has parental rights in relation to a child shall not abdicate those rights to anyone else, but may arrange for some or all of those rights to be fulfilled or exercised on the person's behalf.

It is important for the School to know, in the case of each pupil at the School:

- a) who has the parental rights, in terms of the Children (Scotland) Act 1995, in respect of that pupil whilst that pupil is under 16 years;
- b) with whom the School should deal in respect of those rights, and to whom the School should disclose information pertaining to a pupil and
- c) whom the School should contact should any problem or emergency occur in respect of the pupil.

It is also important that any change in who has (or can exercise) parental rights in respect of a pupil, under the age of 16 years at the School is immediately brought to the School's attention, by notice to the Rector/Head of Junior School as appropriate.

A child's natural mother has parental rights in respect of the child unless a court decree otherwise provides. A child's natural father only has parental rights in respect of the child if the father is married to the child's natural mother at the time of the child's conception or subsequently, unless the father and mother have by deed, in terms of Section of the Children (Scotland) Act 1995, agreed that the father shall have parental rights in respect of the child, or a court has conferred parental rights and responsibilities on the father. A guardian appointed after a parent's death has parental rights in respect of a pupil. An adoptive parent has vested in him/her the full parental rights in respect of a pupil.

You should notify the School in writing, by a letter to the Rector/Head of Junior School, who may, in the event of any emergency and if the person/persons having parental rights in respect of the pupil cannot be contacted by the School, exercise those parental rights on behalf of such person/persons.

Senior School
Duchal Road Kilmacolm PA13 4AU
T: 01505 872238
F: 01505 873995
E: secretary@st-columbas.org

Junior School
Knockbuckle Road Kilmacolm PA13 4EQ
T: 01505 872768
F: 01505 874642
E: juniorexecutive@st-columbas.org

