



# ST EDMUND'S COLLEGE & PREP SCHOOL

## **Parent Contract**

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**Independent Day and Boarding School for Boys and Girls**

**St Edmund's College & Prep School, Ware**

December 2018

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## Fees list

### Academic Year 2018/19

COLLEGE YEARS	AGE OF STUDENT	TERMLY FEES
<b>ST EDMUND'S PREP</b>		
Nursery	3 – 4	£1,599 (Half-day)* £3,198 (Full-day)*
Reception	4+	£3,675 (Day)
Form 1	5+	
Form 2	6+	
Form 3	7+	£4,610 (Day)
Form 4	8+	
Form 5	9+	
Form 6	10+	
<b>ST EDMUND'S COLLEGE</b>		
Elements (Year 7)	11+	£5,502 (Day)
Rudiments (Year 8)	12+	£7,820 (Weekly Boarding) £8,985 (Full Boarding) £71 (Flexi boarding per night)**
Grammar (Year 9)	13+	£5,935 (Day) £8,940 (Weekly Boarding) £10,305 (Full Boarding) £71 (Flexi boarding per night)**
Syntax (Year 10)	14+	
Poetry (Year 11)	15+	
Rhetoric I (Year 12)	16+	
Rhetoric II (Year 13)	17+	

#### \*Nursery Fees

The College participates in the Free Early Education Scheme. Therefore the fees shown are before any allowance for that free provision.

**\*\*Flexi Boarding Fee** is payable in addition to the day fee. Flexi boarding is the fee for occasional overnight stays and is subject to availability. Flexi boarding is for a maximum of 3 nights per week.

**Note: All fees include lunch, except the half-day Nursery sessions.**

#### Registration Fee

An £100 non-returnable fee is payable on registration (cheques made payable to St Edmund's College), except for entry at Nursery. This should be sent, together with the Registration Form, to the Admissions Office.

#### Acceptance Deposit

An Acceptance Deposit of £750 is payable on confirmation of an accepted place. This money is held in order to cover any necessary or emergency expenses incurred during the student's time at the College. This amount will be refunded when the student finishes, less any expenses incurred.

**EXTRAS – ACADEMIC YEAR 2018/19**

Library Fees (one-off payment only for each Library)

St Edmund's Prep - £18

St Edmund's College - £30

**Musical Instrument Tuition Fees**

Music Tuition (per instrument) - £230 per term (10 x 30 min lessons)

Fees List Published April 2018

### Confidential Information Form

All information received in this form will be treated in confidence.

<b>Child's full name</b>	
<b>Name of first signatory</b> (as appears on the registration form)	
<b>Name of second signatory</b> (as appears on the registration form)	

Please disclose any medical condition, health problem or allergy affecting your child.

If applicable to your child, it will also help us plan for their arrival, if you can let us know of any:-

- learning difficulty
- special educational need
- disability
- behavioural, emotional and / or social difficulty.

The information provided in this form will enable the College to consider any adjustments that it may need to make to assist your child to partake in the College's admissions procedure or when they enter the College.

Please provide us with as much detail as possible in the space below. Where possible, please provide any relevant documentation such as medical reports, assessments etc.

Prior to the commencement of the admissions process, we will contact you about any special arrangements your child may require.

The information requested on this form is needed because the College has contractual and statutory duties towards your child. For more information about how the College will use your information, and your child's information, please see our privacy notices. These documents are provided with the letter of offer and published on the College's website: <https://www.stedmundscollege.org/information/policies/>

## Ethnicity form

Our ethnic background describes how we think of ourselves. This may be based on many things, for example, our skin colour, language, culture, ancestry or family history. Ethnic background is not the same as nationality or country of birth.

The Information Commissioner recommends that young people aged 12 years or older have the opportunity to decide their own ethnic identity. Parents or those with parental responsibility are asked to support or advise those children aged 12 years or older in making this decision, wherever necessary. Pupils aged 16 or over can make this decision for themselves.

Filling in this form is optional. However, if you wish to complete it and return it to the College with your completed Registration Form, please study the list below and tick one box only to indicate the ethnic background of the child named in the Registration Form. Please also tick whether a parent or the child filled in this form.

<b>Name of child</b>			
<b>White</b>			
<input type="checkbox"/>	British	<input type="checkbox"/>	Irish
<input type="checkbox"/>			Other White background
<b>Black or Black British</b>			
<input type="checkbox"/>	Caribbean	<input type="checkbox"/>	African
<input type="checkbox"/>			Other Black background
<b>Chinese or other ethnic group</b>			
<input type="checkbox"/>	Chinese	<input type="checkbox"/>	Other ethnic group (please give details)
<b>Mixed race</b>			
<input type="checkbox"/>	White and Black Caribbean	<input type="checkbox"/>	White and Black African
<input type="checkbox"/>			White and Asian
<input type="checkbox"/>	Other mixed background		
<b>Asian or Asian British</b>			
<input type="checkbox"/>	Indian	<input type="checkbox"/>	Pakistani
<input type="checkbox"/>			Bangladeshi
<input type="checkbox"/>	Other Asian background		
<b>This information was provided by</b>			
<input type="checkbox"/>	Parent	<input type="checkbox"/>	Child

(Please note that any information you provide on this form will be used solely to compile statistics on diversity within the College. These statistics will not allow individual children to be identified.)

## **Contract for educational services (Parent Contract)**

### **Cancellation notice**

If your contract with the College was formed entirely by means of distance communication (i.e. by post, fax or electronic communication) without a face to face meeting with a member of the College staff you may cancel the contract within 14 days of the date of acceptance. The place was accepted when you returned the acceptance form with your payment of the Acceptance Deposit and the Additional Deposit (if applicable).

You have the right to cancel the Parent Contract without giving any reason.

To exercise your right to cancel, you must inform us at the College address of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or fax, or an email). You may use the attached model cancellation form, or your own wording, if you prefer.

To meet the cancellation deadline you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### **Effects of cancellation**

#### a) Where we have provided educational services

If, following your acceptance of a place and payment of the Acceptance Deposit and the Additional Deposit (if applicable), we provide educational services to your child, and then you choose to cancel the contract before the 14 day period expires, you will be liable to pay to us our reasonable costs. These will be the costs for the actual services provided up to the time you communicate to us your cancellation of the contract, calculated as a proportion of the termly fees. We will return to you, after deduction of our reasonable costs, the balance of fees and any deposit(s) paid.

#### b) Where we have not provided educational services

If you cancel this contract within the 14 day period and we have not provided any services, we will reimburse to you in full any payment of fees and deposit(s) received from you, without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel.

We will make any reimbursement due using the same means of payment as you used for payment to us, unless we expressly agree otherwise. You will not incur any fees as a result of the reimbursement.

### **Reimbursement of payments made**

If you have paid to us an amount greater than any costs we have properly incurred, we will reimburse you with the balance, within the timescale and in the manner set out in b) above.

**Cancellation form**

**Cancellation of contract**

**To the parents:**

If you wish to cancel your Parent Contract with St Edmund's College within the 14 day period, please notify the Headmaster, by email, letter or fax, at the College address. Below is some suggested wording.

**To the Headmaster of St Edmund's College**

St Edmund's College  
Old Hall Green  
Ware  
Herts  
SG11 1DS

Email: [admissions@stedmundscollege.org](mailto:admissions@stedmundscollege.org)

I / We hereby give notice that I / we cancel the Parent Contract as set out in:

- the letter of offer;
- the Conditions of Award (if applicable);
- the College's *Terms and Conditions*;
- the acceptance form returned to the College on [• 00 month year]; and
- the fees list.

Name(s) of parent(s): .....

Address(es) of parent(s): .....  
.....  
.....  
.....

Signed: .....

Date: .....



### Acceptance form

Child's full name			
Preferred name			
Date of birth		Date of entry	

I / We accept the place which has been offered to us for my / our child (named above), on the terms of:

- the letter containing that offer together with any Conditions of Award attached
- this acceptance form
- the College's *Terms and Conditions*, enclosed with the offer letter
- the College's fees list, as varied from time to time

I / We acknowledge receipt of a copy of the current College rules which I / we have read and have drawn to my / our child's attention.

### Cancellation rights

I / We understand that we may cancel this agreement at any time within 14 days of the date of acceptance only if the offer is made and accepted entirely at distance by means of post, fax or electronic communication.

### Immigration status

/ We enclose a copy of our child's passport and immigration status documentation confirming his / her right to live in the United Kingdom and study at the College. Where he / she holds a dependent visa, I / we also enclose a copy of my / our passport/s and immigration status documentation confirming my / our right to enter and live in the United Kingdom. Please see clauses 3.5 and 9.16 in the College's *Terms and Conditions*.

### Declarations by the signatories to this acceptance form

I / We declare as individuals and jointly that:

- 1 **Terms and conditions:** Before signing this acceptance form I / we have read and understood and I / we agree to the College's *Terms and Conditions* and, where appropriate, the Conditions of Award of a bursary or scholarship, which will undergo reasonable change from time to time. I / We have retained a copy of the College's *Terms and Conditions* with our records.
- 2 **Disclosures:** I / We have already provided and will continue to provide details of any medical condition, health problem or allergy affecting my / our child; any learning difficulty, disability, or special educational need of my / our child, as well as any behavioural, emotional and / or social difficulty of my / our child (for example dyslexia, dyspraxia, attention deficit disorder, visual or hearing impairment or any condition requiring use of a wheelchair). I / We attach in confidence details of any relevant information received since my / our previous disclosure.

- 3 **Medical matters:** I / We have completed in confidence the College's Medical Information and Consent Form and will continue to provide relevant information about any medical condition, health problem, or allergy which affects my / our child and / or which may prevent my / our child from taking a full part in the College's academic and games or sports curriculum, outdoor activities and educational visits or if my/our child has been in contact with anyone with an infectious or contagious disease.
- 4 **Court orders:** Where I am / we are separated or divorced, I / we have informed the College of this. I / We have also disclosed all court orders or criminal proceedings in relation to my / our child and all court orders, criminal proceedings, statutory demands or bankruptcy petitions relating to either parent (including any court orders relating to financial matters). I / We will disclose any subsequent court orders, criminal proceedings, statutory demands or bankruptcy petitions to the College.
- 5 **Parental responsibility:** I / We both have parental responsibility (i.e. legal responsibility) for the child named above. \* I / We confirm that no other person's consent is required for the child to attend the College **OR** \* I / We have disclosed written consent to the child joining the College from all others with parental responsibility for the child. (\* Please delete as appropriate.)
- If any person signing this acceptance form does not have parental responsibility for the child please provide a brief written explanation of the relationship between that person and the child together with the name/s of all others with parental responsibility for the child.
- 6 **Current and previous schools:** I / We confirm that fees payable to my / our child's current and any previous schools have been paid or will be paid in full before my / our child enters the College. Except as disclosed in a confidential letter attached to this acceptance form, my / our child has not been withdrawn from or been asked to leave another school as a result of misconduct and is not under investigation and has not been convicted of any criminal offence.
- 7 **College fees:** I / We understand that the College may at any time make enquiries of my / our child's current or previous schools for confirmation that all sums due and owing to such school(s) have been paid and I / we understand that the College may inform any other school or educational establishment to which I / we propose sending my / our child if any Fees of this College are unpaid. I / We also understand that the College may make reasonable enquiries of relevant third parties (for example credit reference agencies) about my / our financial means in appropriate circumstances.
- 8 **Cancellation or Withdrawal:** Except where the cancellation rights described above apply or where otherwise provided in the College's *Terms and Conditions* I / we will not cancel my / our acceptance of this place or withdraw my / our child from the College without first giving a Term's Written Notice or paying a Term's Fees in accordance with the College's *Terms and Conditions*. Please see Section 9 of the College's *Terms and Conditions* for further information about Notice, Cancellation and Withdrawal.
- 9 **Documents:** I / We confirm that before signing this acceptance form, I / we have seen or had an opportunity to see all the documents referred to in the College's *Terms and Conditions*, including the Parents' Handbook, the College rules and procedures.
- 10 **Confirmation of declarations:** I / We confirm that the declarations made on this acceptance form are true and that I / we have disclosed all information required in the declarations. I / we understand and agree that the College has the right to terminate this contract for educational services immediately if any declaration is found to be untrue.

### Authorities given by the Parents / legal guardians

I / We give the following express authorities on behalf of myself / ourselves and (so far as I am / we are entitled to do so) on behalf of my / our child.

- 11 **Commencement of services:** I / We consent to the College providing educational services to my / our child if he / she starts as a pupil at the College within 14 days of the date of this acceptance form.
- 12 **Immigration arrangements:** Where my /our child is sponsored by the College under Tier 4 of the Points Based System for Immigration I / we consent to the arrangements for my / our child's visa application, travel, reception and care arrangements in the United Kingdom.
- 13 **Educational visits:** I / We consent to my / our child taking part in all educational visits and activities which take place off College premises while he / she is a pupil at the College.
- 14 **Transport:** I / We consent to the Pupil travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

### How we use your information

For more information about how the College will use your information, and your child's information, please see our privacy notices. These documents are enclosed with the offer letter and published on the College's website: <https://www.stedmundscollege.org/information/policies/>

If your child is going to enter Year 7 or above, they have the maturity to exercise their own data protection rights. Therefore please show them a copy of the pupil privacy notice and discuss it with them.

### Signatures

I / We have paid by bank transfer \*/ credit card \* / debit card \* £750 being the Acceptance Deposit and Additional Deposit (if applicable) which will be held without payment of interest in the general account of the College in accordance with the College's *Terms and Conditions* referred to above.

(\* - Please delete as applicable)

	First signatory	Second signatory
<b>Signature</b>		
<b>Title</b> (e.g. Mr, Mrs, Ms)		
<b>Name in full</b> (please include all names)		
<b>Date of birth</b>		
<b>Relationship to child</b>		

<b>Telephone number</b>		
<b>Emergency contact telephone number (if different)</b>		
<b>Address</b>		
<b>Postcode</b>		
<b>Date</b>		

If only one person is to sign this acceptance form, please complete the contact information below for a second person who the College may contact in an emergency. By signing this acceptance form you confirm that the College emergency contact has agreed to act in this capacity.

<b>Full name</b>	
<b>Relationship to child</b>	
<b>Emergency contact number</b>	

Please return this form and your cheque in the pre-paid envelope attached, to the Admissions Office together with a confidential letter addressed to the Headmaster if there are any matters of which we ought to be aware before your child enters the College, or once here.

The Governors of St Edmund's College  
Registered Charity Number: 311073  
Headmaster: Paulo Durán

## St Edmund's College terms and conditions

### 1 Introduction

1.1 **Terms and conditions:** These terms and conditions reflect the custom and practice of independent schools for many generations and together with:

1.1.1 the letter of offer;

1.1.2 the Conditions of Award if applicable;

1.1.3 the acceptance form; and

1.1.4 the fees list

they form the basis of a legally binding contract between the Parents and the College for the provision of educational services. These terms and conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of St Edmund's College.

1.2 **Variations:** these terms and conditions, the Conditions of Award (if applicable) and the fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the College.

1.3 **Fees and Notice:** The rules concerning Fees and Notice are of particular importance and are set out in Section 4 and Section 9.

1.4 **Managing change:** St Edmund's College, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. Please see Section 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

### 2 Terminology

2.1 **College or We or Us:** means the Trustees of St Edmund's College as now or in the future constituted (and any successor). The College is constituted as a registered charitable trust.

2.2 **College Governors or Governing Body:** means the Governors of the College who are appointed by the Trustees from time to time under the terms of its governing instrument and who are responsible for governance of the College.

2.3 **Headmaster:** means the Headmaster of the College as appointed by the College Governors. The Headmaster is responsible for the day-to-day running of the College.

2.4 **Parents or You:** means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the College, the Parents and the third party. Please also see clause 4.3 and clause 11.6.

2.5 **Parental Responsibility:** Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.

- 2.6 **Pupil:** means the child named on the acceptance form. The age of the Pupil will be calculated in accordance with British custom.
- 2.7 **Trustees:** means the Trustees of the registered charity known as St Edmunds College, appointed under the governing instrument of the College.

### 3 Admission and entry to the College

*[Print note: The College should ensure the wording in this clause is consistent with its Admissions Policy and procedures]*

- 3.1 **Registration and Admission:** Applicants will be considered as candidates for Admission and Entry to the College when the registration form has been completed and returned to Us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time. The admissions requirements are set out in the College's [●Admission Policy] which is [●published on the College's website]. **Admission** occurs when the Parents accept the offer of a place. **Entry** occurs on the date when the Pupil attends the College for the first time under these terms and conditions.
- 3.2 **Equality:** The College is a mainstream, boarding and day school for boys and girls aged from 3 to 19 years. The College has a Roman Catholic ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but We will do all that is reasonable to ensure that the College's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, We can cater adequately.
- 3.3 **Offer of a place and deposit:** A deposit (**Acceptance Deposit**) as shown on the fees list for the relevant year will be payable when the Parents accept the offer of a place. The Acceptance Deposit will be retained in the general funds of the College until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the College on leaving, unless stated otherwise in these terms and conditions or unless the Parents wish to donate the Acceptance Deposit to the College's Foundation. See also clause 9.7.
- 3.4 **Additional Deposit:** For reasons of administration, the right is reserved to require payment by parents of an additional deposit (**Additional Deposit**), as shown on the fees list for the relevant year, in the case of a pupil whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the College until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the College on leaving, unless stated otherwise in these terms and conditions. See also clause 9.7.
- 3.5 **Immigration:** The College currently holds a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the Headmaster when returning a completed registration form or at any other time if their child requires sponsorship from the College in order to obtain a visa to study at the College. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this College and the Parents shall permit the College to take and retain copies of all documentation required to be kept by the College in order to comply with its duties as a Tier 4 sponsor, including passport, visa,

vignette and /or biometric resident permit of the child and, where necessary, the Parents. Please also see clause 9.16.

#### 4 **Fees**

4.1 **Fees:** may include alone or in combination any of the Registration Fee, the Acceptance Deposit, the Additional Deposit, tuition fees, boarding fees, fees for extra tuition, other extras such as house charges, clothing and equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, or damage where the Pupil alone or with others has caused wilful loss or damage to College property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred.

4.2 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the College. Except where a separate agreement has been made between the Parents and the College for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the College Term to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. The College reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.

4.3 **Payment of Fees by a third party:** An agreement with a third party to pay the Fees or any other sum due to the College does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The College reserves the right to refuse a payment from a third party.

4.4 **Indemnity:** If the College is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the College against all losses, expenses (including legal expenses) and interest suffered or incurred by the College.

4.5 **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction Fees will not be refunded reduced or waived if:

4.5.1 the Pupil is absent through illness; or

4.5.2 a Term is shortened or a vacation extended; or

4.5.3 the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or

4.5.4 the College is temporarily closed due to adverse weather conditions; or

4.5.5 for any reason other than exceptionally and at the sole discretion of the Headmaster in a case of genuine hardship.

See also Section 10 for information about events beyond the control of the parties.

4.6 **Exclusion for non-payment:** The College reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment. If the Pupil is excluded for a period of 28 days, he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with Section 9. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Review will not normally arise. The

College may withhold any information, character references or property while Fees remain overdue where it is lawful to do so.

- 4.7 **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the College, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the College of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the College in the recovery of any unpaid Fees regardless of the value of the College's claim.
- 4.8 **Part-payment:** Any sum tendered that is less than the sum due and owing may be accepted by the College on account only. Late payment charges may be applied to any unpaid balance of Fees, as set out in clause 4.7.
- 4.9 **Appropriation:** Save where the Parents expressly state the contrary, the College shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the College to the unpaid account of any other child of the Parents.
- 4.10 **Instalment arrangements:** An agreement by the College to accept payment of current and / or past and /or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the College. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the College to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.
- 4.11 **Composition schemes:** An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.
- 4.12 **Scholarships and bursaries:** Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the College and its staff reasonably. The terms on which such awards are offered and accepted will be notified to the Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed. A copy of the College's Bursary Policy is available from the College on written request.
- 4.13 **Fees increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase they may give to the College written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of Notice and the Acceptance Deposit and Additional Deposit, if paid, will be refunded without interest less any sums owing to the College.
- 4.14 **Information about Fees:** The Parents acknowledge that the College may make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also acknowledge that the College may inform any other school or educational establishment to which the Pupil is to be transferred if any Fees of this College are unpaid.
- 4.15 **Identity of Fees payer:** From time to time the College may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport.



## 5 Educational matters

- 5.1 **Provision of education:** The College will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The College will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the Pupil will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 5.2 **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Headmaster, is most appropriate to the College community as a whole. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. We will endeavour to inform the Parents of changes and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's tutor, or other appropriate member of staff, as soon as possible, or contact the Headmaster in the case of a serious concern.
- 5.3 **Progress reports:** The College shall monitor the Pupil's progress and shall report regularly to the Parents by means of grades, full written reports and parents' meetings.
- 5.4 **Sex education:** The Pupil will receive health and life skills education appropriate to his / her age in accordance with in accordance with the Catholic Faith and guidelines from Westminster Archdiocese from time to time unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.
- 5.5 **Public examinations:** The Headmaster may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of his / her professional judgement, the Headmaster considers that by doing so the Pupil's prospects in other examinations would be impaired and / or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from his / her tutors.
- 5.6 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the College.
- 5.7 **Learning difficulties:** The College shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The College staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- 5.8 **Screening for learning difficulties:** The screening tests available to schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the College at the Parents' expense or by the Parents themselves.
- 5.9 **Religious Observance:** Religious observance at the College shall be conducted in accordance with the College policy on the Spiritual Life of the College and Religious Education.

- 5.10 **Information about learning difficulties:** The Parents shall notify the Headmaster when completing the College's Confidential Information Form and subsequently in writing if they are aware or suspect that the Pupil has a learning difficulty and the Parents must provide the College with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of Notice if, in the professional judgement of the Headmaster and after consultation with the Parents and with the Pupil (where appropriate), the College is unable to provide adequately for the Pupil's special educational needs. The College reserves the right to charge for the provision of additional teaching where it is lawful to do so.

*[Print note: the College should ensure that the words in clause 5.11 is consistent with its Admissions/Progressions Policies ]*

- 5.11 **Moving up the College:** It is assumed that if the Pupil satisfies the relevant criteria at the time he / she will progress through the College and will ultimately complete Year 13. The criteria for progression through each stage of the College are set out in the College's [●Admission/Progression Policy [●and/or] Sixth form Brochure]. The Parents will be consulted before the end of the Lent Term if there appears to be any reason why the Pupil may be refused a place at the next stage of the College. The Parents must give a Term's Notice in writing (i.e. before the start of the Summer Term) in accordance with the provisions about Notice in Section 9 below if they do not intend the Pupil to proceed to the next stage of the College, or a Term's Fees in lieu of Notice will be payable.
- 5.12 **Intellectual property:** Where the Pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the College may use that work for the purpose of promoting the interests of the College, including exhibiting it, publishing it in the College magazines or putting it or a copy of it on the College's intranet or public website.
- 5.13 **Pupil's work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the College retaining the Pupil's original work until, in the professional judgement of the Headmaster, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Headmaster or staff.
- 5.14 **Consent for educational visits:** A variety of educational visits will be provided for the Pupil. Parents will be provided with relevant information in advance of educational visits. Unless Parents specifically notify the College in writing that they do not wish the Pupil to take part in a specific educational visit, by signing the acceptance form or agreeing to be bound by these terms and conditions the Parents consent to the Pupil taking part in all educational visits. These include:
- 5.14.1 off-site activities involving Pupils aged 5 or under]; or
  - 5.14.2 visits (including overnight or residential stays) which take place during the weekends or school holidays; or
  - 5.14.3 non- routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day; or
  - 5.14.4 adventure activities which may take place at any time; or

5.14.5 visits that cost less than £30

The Parents agree that the Pupil shall be subject to School discipline in all respects whilst engaged in an educational visit.

- 5.15 **The cost of educational visits:** The College will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in clause 5.14.1 to 5.14.4 above. The cost of such a visit or any visit with a cost in excess of that stated in clause 5.14.5 will be payable in advance and may be subject to a separate agreement. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The College reserves the right to prevent the Pupil from taking part in an educational visit while overdue Fees remain unpaid.

6 **Pastoral care**

- 6.1 **The College's commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the College community and the rights and freedoms of others. The right is reserved to the Headmaster to require the Pupil to remain away from the College temporarily at the Parent's or legal guardian's Education or Child services where if his/her presence at College presents a risk to him/her or to other pupils (please see also section 8 - Behaviour and Discipline below).

- 6.2 **Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the College where the Parents seek action by Us must be notified to the College as soon as practicable. A copy of the College's complaints procedure can be supplied on request. See also clause 8.18.

- 6.3 **Pupil's rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights that the College must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his / her parents. If any conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.

- 6.4 **Headmaster's authority:** The Parents authorise the Headmaster to take and / or authorise in good faith all decisions which the Headmaster considers on proper grounds will safeguard and promote the Pupil's welfare. Please see Section 7.

- 6.5 **Ethos:** The ethos of the College is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The College and its staff will act fairly in relation to the Pupil and the Parents and We expect the same of the Pupil and the Parents in relation to the College or its staff.

- 6.6 **Physical contact:** The Parents consent to such physical contact with the Pupil:

- 6.6.1 as may accord with good practice; or
- 6.6.2 as may be appropriate and proper for teaching and instruction; or
- 6.6.3 for providing comfort to the Pupil in distress; or
- 6.6.4 to maintain safety and good order; or

6.6.5 in connection with the Pupil's health and welfare.

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal College programme or extra-curricular programme. The Parents acknowledge that while the College will provide appropriate supervision the risk of injury cannot be eliminated.

6.7 **Disclosures:** The Parents must, as soon as possible, disclose to the College in confidence:

6.7.1 any known medical condition, health problem or allergy affecting the Pupil;

6.7.2 any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family;

6.7.3 any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;

6.7.4 any family circumstances or court order which might affect the Pupil's welfare or happiness;

6.7.5 any concerns about the Pupil's safety;

6.7.6 any significant change in the financial circumstances of the Parents;

6.7.7 except when the Pupil is boarding if it is the Parents' intention that the Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.

6.8 **Confidentiality:** The Parents authorise the Headmaster to override their own and (so far as they are entitled to do so) the Pupil's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the College. In some cases, members of staff may need to be informed of any particular vulnerability the Pupil may have.

6.9 **Special precautions:** The Headmaster needs to be aware of any matters that are relevant to the Pupil's safety and security. The Headmaster must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. The Parents may be excluded from College premises if the Headmaster, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or any other member of the College community.

6.10 **Leaving College premises:** The College will do all that is reasonable to ensure that the Pupil remains in the care of the College during College hours but We cannot accept responsibility for the Pupil if he / she leaves College premises in breach of College rules or regulations. The College is not legally entitled to prevent a pupil aged 16 years or over from leaving College premises during College hours.

6.11 **Residence during Term time:** The Pupil, except when boarding, is required during Term time and at weekends, exeats (permitted periods of time away from College) and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the College. Short-term boarding, charged as an extra, can be provided during Term time for the Pupil where accommodation arrangements have broken down. The Parents must immediately notify the Headmaster if the Pupil will be residing during Term time under the care of someone other than the Parents or his / her education guardian.

- 6.12 **Communications from the Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the College to be received from both Parents unless there is clear evidence of a contrary view. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Pupil from the College. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 9.2.
- 6.13 **Absence of the Parents:** The Parents must inform the Deputy Head (Pastoral) in writing of the name, address and telephone number for 24 hour contact for the adult who will have the care of the Pupil at any time when both the Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer.
- 6.14 **Education guardians:** The Parents if resident outside the United Kingdom must before Entry appoint an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the College can apply for authorities when necessary. The College can accept no responsibility for the Pupil when he / she is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the College, in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the College with up to date contact details for the appointed education guardian and shall immediately notify the College of any changes to those details.
- 6.15 **Photographs or images (including video recordings):** The College may obtain and use photographs or images (including video recordings) of the Pupil for:
- 6.15.1 use in the College's promotional material such as the prospectus, the website or social media;
  - 6.15.2 press and media purposes;
  - 6.15.3 educational purposes as part of the curriculum or extra-curricular activities.
- Please see the pupil privacy notice for more information about how the College uses photographs and videos of pupils. The College may seek specific consent from the Parents before using a photograph or video recording of the Pupil where the College considers that the use is more privacy intrusive. Where the Pupil is of sufficient maturity (usually when aged 12 years or older) we may seek the Pupil's specific prior consent in addition to or instead of the Parents' consent. We would not disclose the home address of the Pupil without the Parents' consent.
- 6.16 **Request for confidentiality:** The Parents may ask Us to keep information about the Pupil confidential. For example, You may ask Us to not use photographs of the Pupil in promotional material or ask Us to keep the fact that the Pupil is on the College roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately contact the Headmaster in writing, requesting an acknowledgment of their letter.
- 6.17 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

- 6.18 **Pupil's personal property:** The Pupil is responsible for the security and safe use of all his / her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to them by the College.
- 6.19 **Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst at College or on the way to and from College or any College-sponsored activity away from College premises.
- 6.20 **College's liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the College does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

## 7 **Health and medical matters**

- 7.1 **Medical declaration:** The Parents will be asked to complete a Medical Information and Consent Form concerning the Pupil's health and must inform the Headmaster in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.
- 7.2 **Medical care:** If a boarder the Pupil must be registered on the list of the College Medical Officer while a pupil at the College. The Parents must comply with the College Medical Officer's recommendations which may include a reasonable decision to release the Pupil home or to his / her education guardian when he / she is unwell.
- 7.3 **Medical examination:** The Pupil will have a routine medical examination with the College Medical Officer or other doctor appointed by him / her, usually during the first Term at the College. Arrangements can be made on request for the Parents to be present but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding.
- 7.4 **Pupil's health:** The Headmaster may at any time require a medical opinion or certificate as to the Pupil's general health where the Headmaster considers it necessary as a matter of professional judgement in the interests of the Pupil and / or the College community. The Pupil if of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the College community.
- 7.5 **Medical information:** Throughout the Pupil's time as a member of the College, the College Medical Officer shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the College community. Such information will be given and received on a confidential, need-to-know basis.
- 7.6 **Emergency medical treatment:** The Parents authorise the Headmaster to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents, or other person appointed by the parents to be an emergency contact, cannot be contacted in time.

## 8 **Behaviour and discipline**

- 8.1 **College regime:** The Parents accept that the College will be run in accordance with the authorities delegated by the Governing Body to the Headmaster. The Headmaster is entitled

to exercise a wide discretion in relation to the College's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.

- 8.2 **Conduct and attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Pupil will take a full part in the activities of the College, will attend each College day, will be punctual, will work hard, will be well-behaved and will comply with the College rules about the wearing of uniform and general appearance.
- 8.3 **College rules:** The College rules which apply are set out in the Student Handbook, Parent Handbook, the College website and other documents published from time to time. The Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.
- 8.4 **College discipline:** The Parents accept the authority of the Headmaster and of other members of staff on the Headmaster's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the College community as a whole. This may include requiring the Pupil to remain away from the College if his/her presence is considered to be a risk to him/her or other pupils. The College policies on behaviour and discipline current at the time and published on the College website apply to all pupils at the College and at all times when the Pupil is in or at school, representing the College or wearing College uniform, travelling to or from College, on College-organised trips or associated with the College at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the College community or a member of the public, have repercussions for the orderly running of the College or bring the College into disrepute.
- 8.5 **Investigative action:** An allegation, complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his / her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's rights and freedoms. The Parents will be informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, unless the College is prevented from doing so by the police if they are involved. If considered necessary, the College may make arrangements for legal representation for the Pupil to be funded at the Parents' expense.
- 8.6 **Procedural fairness:** Investigation of an allegation, complaint or rumour that could lead to Permanent Exclusion, Removal or Withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. If a disciplinary meeting with the Headmaster is required before a decision is taken, the College will make reasonable efforts to notify the Parents or education guardian so that they can attend. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of his / her choice.
- 8.7 **Divulging information:** Except as required by law, the College and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Headmaster has acquired during an investigation.
- 8.8 **Drugs and alcohol:** The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of College rules or policy. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

- 8.9 **Sanctions:** The College's current policies on sanctions are available to the Parents on request before they accept the offer of a place. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the College or external community, detention for a reasonable period, withdrawal of privileges, gating or suspension, or alternatively Removal or Permanent Exclusion.
- 8.10 **Definitions of sanctions:** The definitions in this clause apply in these terms and conditions.
- Permanent Exclusion:** means that the Pupil is required to leave the College permanently in circumstances described in clause 8.11.
- Gating:** means that the Pupil is confined to the College premises for a limited period of time (usually during a weekend) but without further disciplinary consequences.
- Removal:** means that the permanent removal of the Pupil from the College is required in circumstances described in clause 8.13.
- Suspension:** means that the Pupil is sent or released home for a limited period as either a disciplinary sanction or because the Headmaster requires him/her to remain away from the College temporarily pending the outcome of an investigation or pending a Governors' Review.
- Withdrawal:** has the meaning set out in clause 9.10.
- 8.11 **Permanent Exclusion:** The Pupil may be formally expelled from the College if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of discipline or a serious criminal offence. Permanent Exclusion is reserved for the most serious breaches. The Headmaster shall act with procedural fairness in all such cases. The Headmaster's decision to expel shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the College pending the outcome of the Review. See clause 8.16 and clause 8.17.
- 8.12 **Fees following Permanent Exclusion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past Terms but the Additional Deposit, if paid, will be refunded without interest less any sums owing to the College. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the College, all arrears of Fees and any other sums due to the College will be payable.
- 8.13 **Removal in other circumstances:** The Parents may be required to remove the Pupil permanently from the College or from boarding if, after consultation with the Parents and if appropriate the Pupil, the Headmaster is of the opinion that:
- 8.13.1 the Pupil has committed a breach or breaches of College rules or discipline for which Removal is the appropriate sanction; or
- 8.13.2 by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the College; or
- 8.13.3 the Parents have treated the College or members of its staff or any member of the College community unreasonably; then



in these circumstances, and at the sole discretion of the Headmaster, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Headmaster shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and the Parents as well as those of the College. The Headmaster's decision to require the Removal of the Pupil shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the College pending the outcome of the Review. See clause 8.16 and clause 8.17.

- 8.14 **Fees following Removal:** If the Pupil is removed or withdrawn in the circumstances described in clause 8.13, the provisions relating to Fees shall be as set out in clause 8.12 save that the Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any sums owing to the College.
- 8.15 **Leaving status:** The College reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Permanent Exclusion or Removal or Withdrawal.
- 8.16 **Governors' Review:** The Parents may request a review by Governors (**Governors' Review**) of a decision to expel or require the Removal of the Pupil from the College or from boarding (but not a decision to suspend the Pupil unless the suspension is for 11 College days or more, or would prevent the Pupil taking a public examination). The Headmaster will advise the Parents of the Governors' Review procedure current at that time when he informs the Parents of his decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.
- 8.17 **Pupil's status pending Review:** If the Parents request a Governors' Review, the Pupil will be suspended from College until the review procedure has been completed. While suspended, the Pupil shall remain away from College and will have no right to enter College premises during that time without written permission from the Headmaster.
- 8.18 **Complaints procedure:** A complaint described in clause 6.2 above about any matter of College policy or administration not involving an Permanent Exclusion or Removal of the Pupil must be made in accordance with the College's complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

## 9 Provisions about Notice

- 9.1 **Term:** means the period between and including the first and last days of the relevant school term.
- 9.2 **Notice:** means (unless the contrary is stated in these terms and conditions) a Term's Written Notice given by:
- 9.2.1 both Parents; or
- 9.2.2 one of the Parents with the prior written consent of the other Parent; and
- 9.2.3 in either case the prior written consent of any other person with Parental Responsibility where appropriate

before the first day of Term addressed to and received by the Headmaster personally or the Bursar on the Headmaster's behalf. It is expected that the Parents will consult with the Headmaster before giving Notice to withdraw the Pupil. The Parents should contact the

College if no acknowledgement of the Notice is received from the College within seven days of the date of the Notice.

9.3 **A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if:

9.3.1 the Parents wish to cancel the place after acceptance; or

9.3.2 the Parents wish to withdraw the Pupil who has entered the College;

9.3.3 the Parents or the Pupil wish(es) to transfer from boarding to day status or vice versa, or between categories of boarding; or

9.3.4 following the GCSE year or Year 12, the Pupil will not return for the following year even if he / she has achieved the required grades.

9.4 **Provisional notice:** is valid only for the Term in which it is given. Provisional notice must be given in writing and received by the Headmaster personally or the Bursar on the Headmaster's behalf.

9.5 **Fees in lieu of Notice:** in circumstances where the Parents have not given a Term's Written Notice, Fees in lieu of Notice means Fees in full at the rate applicable for the next Term following Withdrawal and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. The requirement to pay one Term's Fees in lieu of Notice is necessary for the College's legitimate interest of stability and its ability to properly plan its staffing and other resources.

9.6 **Cancellation:** means the cancellation of a place at the College which has been accepted by the Parents and which occurs before the Pupil enters the College or where the Pupil does not enter the College. Please see clause 3.1 for details of when Entry to the College occurs.

9.7 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent meeting face to face with a member of the College staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. In such circumstances the Acceptance Deposit and the Additional Deposit, if paid, will be refunded together with any Fees paid pro-rated if the College has provided any educational services under this agreement.

9.8 **Cancelling acceptance:** The Cancellation of the place after acceptance can cause long-term loss to the College if it occurs after other families have taken their decisions about schooling for their children and after the expiry of the 14 day period described in clause 9.7 above. The College agrees to limit the liability of the Parents to:

9.8.1 one Term's Fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession), less the Acceptance Deposit, payable as a debt immediately if less than a Term's Written Notice of Cancellation has been given. The College reserves the right to offset the Additional Deposit, if paid, against the Term's Fees; or

9.8.2 the Acceptance Deposit if more than a Term's Written Notice has been given

The right is reserved to retain a proportion of the Acceptance Deposit to cover the College's reasonable expenses in filling the place. Cases of serious illness or genuine hardship may receive special consideration on written request.

- 9.9 **Cancelling a place offered in the Term before Entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the acceptance form. If clause 9.7 applies the four week period shall start when the 14 day cancellation period expires. The Acceptance Deposit will then be retained by the College. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation they will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt. The College reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.
- 9.10 **Withdrawal:** means the withdrawal of the Pupil from the College by the Parents or the Pupil with or without Notice required under these terms and conditions at any time after the Pupil has entered the College. Please see clause 3.1 for details of when Entry to the College occurs. See also clause 4.6, clause 9.11 and clause 9.12.
- 9.11 **Withdrawal by the Parents:** If the Pupil is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 4.6, Fees in lieu of Notice less the Acceptance Deposit will be due and payable as a debt immediately. The College reserves the right to offset the Additional Deposit, if paid, against the Term's Fees in lieu of Notice.
- 9.12 **Withdrawal by the Pupil:** The Pupil's decision to withdraw from the College shall, for these purposes, be treated as a Withdrawal by the Parents.
- 9.13 **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Headmaster or with the Headmaster's authorised deputy before Notice of Withdrawal is given by the Parents.
- 9.14 **Transfer between boarding and day status:** Before providing the Notice required under clause 9.3.3, the Parents must obtain the express permission of the Headmaster in writing if the Parents or the Pupil wishes to change from boarding to day status or vice versa, or between categories of boarding (e.g. full boarding to weekly boarding). At the discretion of the Headmaster, the College has the right to postpone or refuse a transfer request and the Headmaster will consider the best interests of the Pupil and the College in reaching the decision. Any such place is subject to the availability of places.
- 9.15 **Discontinuing extra tuition:** A Term's Written Notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.
- 9.16 **Termination by the College:** The College may terminate this agreement on one Term's notice in writing sent by ordinary post. The College will not terminate this agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any outstanding balance of Fees. The College may terminate this agreement immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the College.
- 10 **Events beyond the control of the parties**
- 10.1 **Force majeure:** An event beyond the reasonable control of the College or the Parents is a **Force Majeure Event** and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

- 10.2 **Notification:** If either the College or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 10.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 10.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 10.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

## 11 General contractual matters

- 11.1 **Data protection:** The College has a parent and a pupil privacy notice which explains how the College will use the Parents' and the Pupil's personal data. These privacy notices are provided with the letter of offer. The privacy notices are also published on the College's website. The Parents must read these privacy notices in full before signing the acceptance form. If the Pupil is going to enter Year 7 or above the Parents must show the Pupil a copy of the pupil privacy notice and discuss it with him/her before accepting the offer of a place.
- 11.2 **Change:** The College, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the College rules and procedures, the disciplinary framework, and the length of College Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the College.
- 11.3 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' statutory rights.
- 11.4 **Consultation:** It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the College will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice in writing of:
- 11.4.1 a change of ethos or culture; or
  - 11.4.2 a change in any physical aspect of the College which would have a significant effect on the Pupil's education or pastoral care; or
  - 11.4.3 a change of ownership of the College.
- 11.5 **Information for parents:** We provide parents of prospective pupils with information about the College and the educational services we provide in good faith. This information may be contained in the College's prospectus / website / promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they

should seek specific confirmation from the Headmaster that the information is accurate before returning a completed acceptance form to the College.

- 11.6 **Third party rights:** Only the College and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 11.7 **Interpretation:** These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these terms and conditions.
- 11.8 **Jurisdiction:** This contract was made at the College and it, together with each matter relating to the provision of educational services by the College, is governed exclusively by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

The Governors of St Edmund's College  
Registered Charity Number: 311073  
Headmaster: Paulo Durán

December 2018

## Schedule 1 Summary of clauses containing financial consequences

<b>Event</b>	<b>Clause</b>
Offer of a place and deposit	3.3
Additional Deposit	3.4
Refund or waiver	4.5
Exclusion for non-payment	4.6
Late payment	4.7
Fees following Permanent Exclusion	8.12
Fees following Removal	8.14
Fees in lieu of Notice	9.5
Cancellation rights	9.7
Cancelling acceptance	9.8
Cancelling a place offered in the Term before Entry	9.9