

ABB COLLEGE MANCHESTER

Terms & Conditions

Independent School with boarding for Boys and Girls

Abbey College Manchester

Abbey College Manchester 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 Students and the stability, forward-planning, proper resourcing and development of Abbey College Manchester.

- 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:** Abbey College Manchester, as any other College, is likely to undergo a number of changes during the time your child is a Student 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 Abbey DLD Colleges Limited trading as Abbey College Manchester as now or in the future constituted (and any successor). The College is constituted as a limited company.
- 2.2 **College Governors or Governing Body:** means the Governors of the College who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the College.
- 2.3 **Principal:** means the Principal of the College as appointed by the College Governors. The Principal 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 11.7.
- 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 **Student:** means the child named on the acceptance form. The age of the Student will be calculated in accordance with British custom.

3 Admission and entry to the College

- 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 Student and the Parents satisfying the admission requirements at the relevant time. The admissions requirements are set out in the College's Admissions Policy current at the time. **Admission** occurs when the Parents accept the offer of a place. **Entry** occurs on the date when the Student 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 14 to 23 years. The College 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 Students 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 Student completes the course, 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 9.5
- 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 Student whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the College until the Student 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 9.5
- 3.5 **Immigration:** The College currently holds a Child Student sponsor licence. The Parents must inform the Principal 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 Child Student sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents. The Parents shall immediately inform the College of any intended or actual change in the Student's accommodation arrangements during their period of sponsorship. Please also see clause 9.13.

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, clothing and equipment, photographs or other items ordered by the Parents or the Student or charges arising in respect of educational visits, or damage where the

Student 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 Tuition Fees:** The Parents jointly and severally agree to pay the Tuition 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 accommodation Fees:** The Parents jointly and severally agree to pay the accommodation Fees applicable to each academic year 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 academic year are due and payable as cleared funds before the start of the academic year to which they relate
- 4.4 **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.
- 4.5 **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.
- 4.6 **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:
- 4.6.1 the Student is absent through illness; or
 - 4.6.2 a Term is shortened or a vacation extended; or
 - 4.6.3 the Student is released home before or after public examinations or otherwise before the normal end of a Term; or
 - 4.6.4 the College is temporarily closed due to adverse weather conditions or due to an event beyond its reasonable control; or
 - 4.6.5 for any reason other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship.

These provisions are necessary to enable the School to properly budget and resource itself and to ensure that the cost of individual default does not fall on other parents. See also Section 10 for information about events beyond the control of the parties.

- 4.7 **Exclusion for non-payment:** The College reserves the right to exclude the Student on three days' written notice if Fees are overdue for payment or if the Parents fail to provide information reasonably requested by the College about the identity of the payer of any Fees or the source of the funds. If the Student 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 an appeal under the School's appeals policy 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.

- 4.8 **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 8% per annum over the base rate of the Bank of England accruing on a daily basis. 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.
- 4.9 **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 4.8.
- 4.10 **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.
- 4.11 **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 Student 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.
- 4.12 **Information about Fees:** The Parents acknowledge that the College may make enquiries of the Student'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 Student is to be transferred if any Fees of this College are unpaid.
- 4.13 **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 Student 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 Student but cannot guarantee that the Student 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 Principal, is most appropriate to the College community as a whole. This may be by online or other form of remote learning. 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 significant changes to the curriculum and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of the Student's education or progress they should contact the Student's tutor, or other appropriate member of staff, as soon as possible, or contact the Principal in the case of a serious concern.
- 5.3 **Progress reports:** The College shall monitor the Student's progress and shall report regularly to the Parents by means of grades, full written reports and consultation / parents' meetings.
- 5.4 **Sex education:** The Student will receive health and life skills education appropriate to

his / her age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Student to take part in this aspect of the curriculum.

- 5.5 **Public examinations:** The Principal may, after consultation with the Parents and the Student, decline to enter the Student's name for a public examination if, in the exercise of his / her professional judgement, the Principal considers that by doing so the Student's prospects in other examinations would be impaired and / or if the Student has not prepared for the examination with sufficient diligence, for example, because the Student has not worked or revised in accordance with advice or instruction from his / her tutors.
- 5.6 **Examination services:** The Principal may, after consultation with the Parents and the appropriate the Student, decline to apply for access arrangements or post-examination services if, in his / her professional judgement it is considered not to be in the best interests of the Student or the examination cohort to do so.
- 5.7 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Student, 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.
- 5.8 **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.
- 5.9 **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 Student may have a learning difficulty. A formal assessment can be arranged by the College at the Parents' expense or by the Parents themselves. The Parents agree to cooperate fully with any investigation of the Student's educational needs.
- 5.10 **Information about learning difficulties:** The Parents shall notify the Principal when completing the College's Confidential Information Form and subsequently in writing if at any time they are aware or suspect that the Student has a learning difficulty and the Parents must provide the College with copies of all written reports and other relevant information. The Student's place will be cancelled, or, once the Student has started, Parents will be asked to withdraw the Student, without further charge if in the professional judgement of the Principal and after consultation with the Parents and with the Student (where appropriate), the College is unable to provide adequately for the Student's special educational needs. The College reserves the right to charge for the provision of additional teaching where it is lawful to do so.
- 5.11 **Moving up the College:** It is assumed that if the Student satisfies the relevant criteria at the time he / she will progress through the College and will ultimately complete Year 13. The Parents will be consulted before the end of the Spring Term if there appears to be any reason why the Student 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 Student 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 Student creates a copyright work, including where the work is created jointly with a member of staff or another Student, the College may use that work for the purpose of promoting the interests of the College, including exhibiting it, publishing it in the College magazine or putting it or a copy of it on the College's intranet or public website.

- 5.13 **Student's work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to the College retaining the Student's original work until, in the professional judgement of the Principal, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. This does not prejudice the Student's or the Parents' right to access their personal data under data protection law. We will take reasonable care to preserve the Student's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the Principal or staff.
- 5.14 **Consent for educational visits:** A variety of educational visits will be provided for the Student. Parents will be provided with relevant information in advance of educational visits. Unless the Parents specifically notify the College in writing that they do not wish the Student 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 Student taking part in all educational visits. These include:
- 5.14.1 visits (including overnight or residential stays) which take place during the weekends or school holidays; or
 - 5.14.2 non- routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day; or
 - 5.14.3 adventure activities which may take place at any time.

The Parents agree that the Student shall be subject to College 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 5.14.3 above. The cost of such a visit 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 Student'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 Student 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 Student's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Student'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 Parents agree that the Principal has the right to require the Student to remain away from the College temporarily at the home of his /her Parents or education guardian:
- 6.1.1 pending the outcome of an investigation (please see also clause 8.5 below); or
 - 6.1.2 if the Principal considers that the Student's presence at the College presents a risk to him / her or to any other student.
- 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 is available on the School website. See also clause 8.18.
- 6.3 **Student's rights:** The Student, 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 Student, the rights of, and duties owed to, the Student will in most cases take precedence over the rights of, and duties owed to, the Parents.

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

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

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

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 Student in distress; or

6.6.4 to maintain safety and good order; or

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

The Parents also consent to the Student 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 Student;

6.7.2 any history of a learning difficulty on the part of the Student 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 Student;

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

6.7.5 any concerns about the Student's safety;

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

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

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

The College reserves the right to monitor the Student's use of:

- 6.8.1 email;
- 6.8.2 the internet; and
- 6.8.3 mobile electronic devices.

See also the College's policy on acceptable use of IT and email.

- 6.9 **Special precautions:** The Principal needs to be aware of any matters that are relevant to the Student's safety and security. Accordingly the Parents must notify the Principal in writing immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. The Principal may exclude the Parents from College premises if, acting in a proper manner, he / she considers such exclusion to be in the best interests of the Student 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 Student remains in the care of the College during College hours but does not accept responsibility for the Student if he / she leaves College premises in breach of College rules or regulations.
- 6.11 **Residence during Term time:** The Student, 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. The Parents must immediately notify the Principal in writing if the Student 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 Student 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 Principal in writing of the name, address and telephone number for 24 hour contact for the adult who will have the care of the Student at any time when both the Parents will be absent from the Student'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 Student 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 Student 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 Student 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; or
- 6.15.3 educational purposes as part of the curriculum or extra-curricular activities.

Please see the Student privacy notice for more information about how the College uses photographs and videos of Students. The College may seek specific consent from the Parents before using a photograph or video recording of the Student where the College considers that the use is more privacy intrusive. Where the Student is of sufficient maturity (usually when aged 12 years or older) we may seek the Student's specific prior consent in addition to or instead of the Parents' consent. We would not disclose the home address of the Student alongside a photograph or video without the Parents' consent.

- 6.16 **Request for confidentiality:** The Parents may ask Us to keep information about the Student confidential. For example, You may ask Us to not use photographs of the Student in promotional material or ask Us to keep the fact that the Student is on the College roll confidential. If the Parents would like information about the Student to be kept confidential, they must immediately contact the Principal in writing, requesting an acknowledgment of their letter.
- 6.17 **Transport:** The Parents consent to the Student 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 **Transport restrictions:** The Parents shall comply with all transport restrictions imposed by the local authority or other regulatory organisation by agreement with the College or otherwise and as applicable to the locality of the College or to the College direct
- 6.19 **Student's personal property:** The Student 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 him / her by the College.
- 6.20 **Insurance:** The Parents are responsible for insurance of the Student's personal property whilst at College or on the way to and from College or any College-sponsored activity away from College premises.
- 6.21 **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 Student 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 Student's health and must inform the Principal in writing if the Student 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 Student must be registered on the list of the College Medical Officer while a Student at the College. The Parents must comply with the College Medical Officer's recommendations which may include a reasonable decision to release the Student home or to his / her education guardian when he / she is unwell.

- 7.3 **Medical examination:** The Student 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 Student's consent if the Student is of sufficient maturity and understanding.
- 7.4 **Student's health:** The Principal may at any time require a medical opinion or certificate as to the Student's general health where the Principal considers it necessary as a matter of professional judgement in the interests of the Student and / or the College community. The Student if of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Student's own interests or where necessary for the protection of other members of the College community.
- 7.5 **Medical information:** Throughout the Student's time as a member of the College, the College Medical Officer shall have the right to disclose confidential information about the Student if it is considered to be in the Student'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 Principal to consent on their behalf to the Student receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Student's welfare and if the Parents or a second 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 Principal. The Principal 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 Student is at issue. The Parents accept that the College's policies, procedures and regime may be subject to change at short notice, if in the opinion of the Principal it is deemed appropriate to do so in the circumstances prevailing at the time.
- 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 Student will take a full part in the activities of the College, will attend each College day (including attendance at online or remote learning activities), will be punctual, will work hard, will be well-behaved and will comply with the College rules about general appearance.
- 8.3 **College rules:** The College rules which apply are set out in the Parent Handbook, the College website and other documents published from time to time. The Parents are requested to read these documents carefully with the Student before they accept the offer of a place.
- 8.4 **College discipline:** The Parents accept the authority of the Principal and of other members of staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Student and the College community as a whole. The College's policies on behaviour and discipline current at the time and published on the College website apply to all Students at the College and at all times when the Student is in or at College, (including when engaged in online or remote learning), 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 Student may be questioned and his / her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's rights and freedoms. The Parents will be informed as soon as reasonably practicable after it becomes clear that the Student 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 Student to be funded at the Parents' expense.
- 8.6 **Procedural fairness:** Investigation of an allegation, complaint or rumour that could lead to Expulsion, Removal or Withdrawal of the Student in any of the circumstances explained below shall be carried out in a fair and unbiased manner. If a disciplinary meeting with the Principal 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 Student 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 Students or others who have given information which has led to the complaint or which the Principal has acquired during an investigation.
- 8.8 **Drugs and alcohol:** The Student 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 Student'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, Rustication or Suspension, or Removal or Expulsion.
- 8.10 **Definitions of sanctions:** The definitions in this clause apply in these terms and conditions.
- Expulsion:** means that the Student is required to leave the College permanently in circumstances described in clause 8.11.
- Gating:** means that the Student 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 Student from the College is required in circumstances described in clause 8.13.
- Rustication:** means the release of the Student to his / her home or to an education guardian for a specified period of time (usually a weekend) but without further disciplinary consequences.
- Suspension:** means that the Student is sent or released home for a limited period as either a disciplinary sanction or pending the outcome of an investigation or pending an appeal against the decision to expel or require the pupil's removal. **Withdrawal:** has the meaning set out in clause 9.4.
- 8.11 **Expulsion:** The Student may be formally expelled from the College if it is proved on the balance of probabilities that the Student has committed a very grave breach of discipline or

a serious criminal offence. Expulsion is reserved for the most serious breaches. The Principal shall act with procedural fairness in all such cases. The Principal's decision to expel shall be subject to an appeal if requested by the Parents. The Parents will be given a copy of the School's appeal policy current at the time. The Student shall be suspended from the College pending the outcome of the appeal. See clause 8.16 and clause 8.17.

8.12 Fees following Expulsion: If the Student is expelled, there will be no refund of any Acceptance Deposit, Additional Deposit or of Fees for the current or past Terms. 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 Student permanently from the College or from boarding if, after consultation with the Parents and if appropriate the Student, the Principal is of the opinion that:

- 8.13.1 the Student 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 Student's conduct, behaviour or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the College; or
- 8.13.3 one or both of 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 Principal, Withdrawal of the Student by the Parents may be permitted as an alternative to Removal being required. The Principal shall act with procedural fairness in all such cases, and shall have regard to the interests of the Student and the Parents as well as those of the College. The Principal's decision to require the Removal of the Student shall be subject to an appeal if requested by the Parents. The Parents will be given a copy of the School's appeal policy current at the time. The Student shall be suspended from the College pending the outcome of the appeal. See clause 8.16 and clause 8.17.

8.14 Fees following Removal: If the Student 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.

8.15 Leaving status: The College reserves the right to record the leaving status of the Student on the Student's file immediately after Expulsion or Removal or Withdrawal.

8.16 Appeal: The Parents may request an appeal against a decision to expel or require the Removal of the Student from the College or from boarding (but not a decision to suspend the Student unless the suspension is for 11 College days or more, or would prevent the Student taking a public examination). The Principal will advise the Parents of the appeal procedure as set out in the School's appeal policy current at that time when he/she informs the Parents of his / her decision. An appeal will be conducted under fair procedures in accordance with the requirements of natural justice.

8.17 Student's status pending appeal: If the Parents request an appeal, the Student will be suspended from College until the appeal procedure has been completed. While suspended, the Student shall remain away from College and will have no right to enter College premises during that time without written permission from the Principal.

- 8.18 **Complaints procedure:** A complaint as described in clause 6.2 above which does not involve an Expulsion or Removal of the Student must be made in accordance with the College's complaints procedure, a copy of which is available to view on the School website. 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 College 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 Principal personally or the Accounts' Manager on the Principal's behalf. It is expected that the Parents will consult with the Principal before giving Notice to withdraw the Student. The Parents should contact the College if no acknowledgment of the Notice is received from the College within seven days of the date of the Notice.
- 9.3 **Cancel or Cancellation:** means the cancellation of a place at the College which has been accepted by the Parents and which occurs before the Student enters the College or where the Student does not enter the College. Please see clause 3.1 for details of when Entry to the College occurs.
- 9.4 **Withdraw or Withdrawal:** means the withdrawal of the Student from the College by the Parents or the Student with or without Notice required under these *Terms and Conditions* at any time after the Student has entered the College. Please see clause 3.1 for details of when Entry to the College occurs.
- 9.5 **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 of the Parents meeting face to face with a member of the College staff between offer and acceptance, the Parents have the right to cancel this agreement at any time within 14 days of the day after We receive Your completed and signed 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. Information about the right to cancel and how to cancel is set out in the College's cancellation notice and form published on the College website.
- 9.6 **Fees in lieu of Notice** means Fees in full at the rate applicable for the next Term following termination by the parents on less than one full Term's Notice, or the Student is excluded for more than 28 days for non-payment of Fees as set out in clause 4.6. The Parents acknowledge that the requirement to pay one Term's Fees in lieu of Notice is necessary to promote financial stability at the College and to enable it to plan its staffing and other resources.
- 9.7 **A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term.
- 9.8 **Termination by the Parents:** Except where clause 9.11 below applies, if the Parents wish to Withdraw

the Student or Cancel and terminate this contract at any time or after the expiry of the 14 day cancellation period described in clause 9.5 above if applicable they shall do so either by:

- 9.8.1 providing at least one Term's Written Notice. If the Parents Cancel by providing at least one Term's Written Notice the College shall retain the Acceptance Deposit; or
- 9.8.2 paying one Term's Fees in lieu of Notice.

The College reserves the right to offset the unused balance of any accommodation Fees and /or the Additional Deposit, if paid, against the Term's tuition Fees in lieu of Notice.

For the avoidance of doubt, the balance of the Acceptance Deposit and any Additional Deposit is not refunded unless the course is completed in full.

9.9 **Other Notice requirements:** The requirements in 9.8 shall also apply if:

- 9.9.1 the Parents or the Student wish(es) to transfer from boarding to day status or vice versa, or between categories of boarding; or
 - 9.9.2 following Year 12, the Student will not return for the following year even if he / she has achieved the required grades.
- 9.10 **Provisional notice:** is valid only for the Term in which it is given. Provisional notice must be given in writing and received by the Principal personally or the Account Manager on the Principal's behalf.
- 9.11 **Cancelling a place offered in the Term before Entry:** : If the offer of a place is made within a Term of Entry, the Parents may Cancel and terminate this contract by notifying the College in writing at any time before Entry but they shall 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.
- 9.12 **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Principal or with the Principal's authorised deputy before Notice of Withdrawal is given by the Parents.
- 9.13 **Transfer between boarding and day status:** Before providing the Notice required under clause 9.9.1, the Parents must obtain the express permission of the Principal in writing if the Parents or the Student 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 Principal, the College has the right to postpone or refuse a transfer request and the Principal will consider the best interests of the Student and the College in reaching the decision. Any such place is subject to the availability of places.
- 9.14 **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.
- 9.15 **Termination by the College:** The College may terminate this agreement:
- 9.15.1 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 Student (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; or
 - 9.15.2 on reasonable notice if in the professional opinion of the Principal the College is unable to provide all or a significant proportion of the educational services to the Student; or

- 9.15.3 immediately where the Student does not have the appropriate immigration permission to live in the United Kingdom and to study at the College or, in the case of a Student who holds a Child Student visa on the basis of sponsorship by the College, where Parents have arranged accommodation for the Student which does not meet the requirements of the Child Student Immigration Rules..

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:

- 10.1.1 an act of God, fire, flood, drought, earthquake or other natural disaster;
- 10.1.2 war, riot, civil unrest, act of terrorism, strikes, industrial disputes;
- 10.1.3 outbreak of epidemic or pandemic of disease;
- 10.1.4 failure of utility service or transportation.

provided always that the inability of either party to pay any amount required under this agreement shall not be a Force Majeure Event.

- 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 (the **Affected 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:** The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. 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 privacy notice and a Student privacy notice which explain how the College will use the Parent's and the Student'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. As the Student is 12 years of age or above the Parents must show the Student a copy of the Student privacy notice and discuss it with him/her before accepting the offer of a place.
- 11.2 **Biometric information:** The College seeks the Parents' consent to the College obtaining and using the Student's biometric information in the form of fingerprint recognition as part of an automated biometric recognition system using a consent form. If one of the Parents wishes to withdraw consent to the processing of the Student's biometric information, he / she shall make the other Parent and the Student aware of this and shall notify the College in writing immediately, requesting an acknowledgement of his / her letter. See also the College's biometric information notice which is enclosed with the letter of offer.
- 11.3 **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.

- 11.4 **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.
- 11.5 **Consultation:** It is not practicable to consult with the Parents and the Student 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:
- 11.5.1 a change of ethos or culture; or
 - 11.5.2 a change in any physical aspect of the College which would have a significant effect on the Student's education or pastoral care; or
 - 11.5.3 a change of ownership of the College.
- 11.6 **Information for parents:** We provide parents of prospective Students 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 Students 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 Principal that the information is accurate before returning a completed acceptance form to the College.
- 11.7 **Third party rights:** Only the College and the Parents are parties to this contract. Neither the Student nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 11.8 **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.
- 11.9 **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 exclusive jurisdiction of the Courts of England and Wales.