

TERMS AND CONDITIONS

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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 enrolment 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 Oxford Tutorial College.

1.2 Variations: These terms and conditions, the Conditions of Award and the fees list are subject to change from time to time.

1.3 Prospectus and website: The College prospectus and website are not contractual documents. Please see clause 11.5 for further information. The College website contains a number of policies and procedures which can be viewed by parents. Printed copies are available from the College on written request.

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

1.5 Managing change: Oxford Tutorial 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 School or We or Us: Means Oxford Tutorial College as now or in the future constituted (and any successor). The College is constituted as a private 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 Directors: Means the Directors of Oxford International Education Group who are appointed from time to time under the terms of its governing instrument.

2.4 Principal: Means the Principal of the College as appointed by Oxford international Education Group. The Principal is responsible for the day-to-day running of the College.

2.5 Parents or You: Means any person who has signed the enrolment form to indicate parental responsibility. 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 other relative) 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

2.6 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.

2.7 Student: means the child named on the enrolment form. The age of the Student will be calculated in accordance with British custom.

3. ADMISSION AND ENTRY TO THE SCHOOL

3.1 Registration and Admission: Applicants will be considered as candidates for Admission and Entry to the College when the enrolment form has been completed and returned to the College. Admission will be subject to the availability of a place and the Student and the Parents satisfying the admission requirements at the relevant 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, independent boarding and day College for boys and girls aged from 15 years. The School 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 non-refundable Registration Fee and a deposit as shown on the fees list for the relevant year will be payable when the Parents accept the offer of a place. If the Student requires accommodation an Accommodation Deposit will also be payable when the Parents accept the offer of a place. The Deposit and the additional Accommodation Deposit (if paid) (the Deposits) will be retained in full in the general funds of the College until the Student leaves. The Deposits will be repaid two to three months after the end of the Students final Term unless stated otherwise in these terms and conditions. See also clause 9.6. For students sponsored by the College under Tier 4 points based system, Deposits will only be repaid if full fees have been received and following proof of the student having left the UK or being in attendance at another educational institution.

3.3 Accommodation Fees payment: The College requires payment of a full term's Accommodation Fees (in addition to the deposits in clause 3.3) to be paid when a Student requires Accommodation. All Accommodation fees are to be paid in advance of the term start date.

3.4 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 a member of the Admission Team when returning a completed enrolment 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. Any notification of visa refusal must be reported to a member of the Admission team immediately. Any request for a refund of pre-paid fees arising from a refusal of a Tier 4 visa application will be considered by the College. The Registration Fee is not refundable under any circumstances.

3.5 Where any child who is sponsored by the College under this clause subsequently leaves the College prior to the end of their course, the Parents must send either a boarding pass together with an exit stamp as proof of their leaving the UK, or where they have continued to study in the UK, a valid CAS for their new college or school. The College reserves the right not to issue any attendance letters or other documentation until this clause is complied with in full.

3.6 Late arrivals: The Parents shall inform the College promptly if the Student is unable to attend College on the first day of Term. If the Student does not attend College on the first day of Term the Parents will remain liable to pay the first instalment of Fees. If the Student does not enter the College this agreement will terminate 28 days after the start of Term. Separate rules apply in relation to the Cancellation of a place. Please see section 9 below for the provisions on Cancellation.

4. FEES

4.1 Fees: may include alone or in combination any of the Registration Fee, the Acceptance Deposit, the Accommodation Deposit, tuition fees, accommodation fees, fees for extra tuition, other extras such as accommodation charges, 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 loss or damage to College property or the property of any other person (fair wear and tear excluded), or bank charges arising from bank transfers, default in Fees payment or late payment charges if incurred.

4.2 Payment of Fees: The Fees for each academic year are payable in three instalments payable at least two weeks before the start of each term. The Parents jointly and severally agree to pay the Fees directly to the College. The College will not accept the payment of Fees in cash. Except where a separate agreement has been made between the Parents and the College for the deferment of payment of Fees in the form of

an instalment plan, Fees for each Term are due and payable as cleared funds at least two weeks 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.

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 Finance Controller. The College reserves the right to refuse a payment from a third party. No fees will be accepted from Education Agents and no Commission payments will be deducted from fees paid by Students.

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 under a court order or under the provisions of this agreement to make a refund Fees will not be refunded, waived or reduced if:

4.5.1 the Student is absent through illness; or

4.5.2 a Term is shortened or a vacation extended; or

4.5.3 the Student 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 Principal in a case of genuine hardship.

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

4.6 Notice Periods: Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund, sufficient notice periods are the following:

4.6.1 Withdrawal from the College (tuition): One Term notice;

4.6.2 Withdrawal from the College (accommodation): One Term notice;

4.6.3 Change of subject: two weeks' notice;

4.6.4 Change of course: One Term notice;

4.6.5 Withdrawal of accommodation: One Term notice;

4.6.7 Change of accommodation: One Term notice.

4.6.8 Easter Revision Course: Four weeks' notice is required for Finance Controller to consider providing a refund of fees.

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. If the Student Exclusion for non-payment is excluded for a

period of 14 days, s/he will be deemed withdrawn without Notice and 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 but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Student. If the Student is excluded the College reserves the right to require the Student to report to the College each day for a specified period of time. The Student will not be permitted to take part in curriculum or extra-curricular activities.

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 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. The College also reserves the right to require the Parents to pay Fees for future academic years in full at least two weeks before the start of the Autumn Term if in the opinion of the Principal the Parents have a history of late or poor payment.

4.9 Debt Recovery Costs: If the Parents fail to pay any sum due to the College on or before the due date for payment, the Parents shall (on demand) reimburse the College in respect of any reasonable costs and expenses (including legal fees) that the College incurs as a result of the Parents' default and/or any action taken by the College to recover the debt from the Parents.

4.10 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.

4.11 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.

4.12 Instalment arrangements: An agreement by the College to accept payment of future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the College at the discretion of the Finance Controller. 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. The College does not offer credit terms and therefore all payments by instalment arrangements are to be made prior to tuition being provided. If a payment of an instalment arrangement is not received by the College, the College may exercise the rights identified in section 4.8.

4.13 Fees in advance 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.

4.14 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 Student'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 and Scholarship Policy and procedures is available on the School's website.

4.15 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 the Accommodation Deposit, if paid, will be refunded without interest less any sums owing to the College.

4.16 Information about Fees: The Parents consent to the College making enquiries of the Student's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the College informing any other school or educational establishment to which the Student is to be transferred if any Fees of this College are unpaid.

4.17 Anti-money laundering and anti-bribery: 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 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. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the students. If the Parents have specific requirements or concerns about any aspect of the Student's education or progress they should contact the Student's Senior Tutor, or other appropriate member of staff, as soon as possible, or contact the Student Services Director 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 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. However, Sex and Relationship Education is compulsory for all children of compulsory school age.

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 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.

5.7 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".

5.8 Screening for learning difficulties: The screening tests available to colleges 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.

5.9 Information about learning difficulties: The Parents shall notify the Principal when completing the College's Confidential Information Form and subsequently in writing if they are aware or suspect that the Student (or anyone in his / her immediate family) has a learning difficulty and the Parents must provide the College with copies of all written reports and other relevant information. Should full and complete information fail to be provided the College reserves the right to refuse admission or after admission request that the student leaves the College and standard terms and conditions with regard to provision of notice will apply. The Parents will be asked to withdraw the Student, without being charged Fees in lieu of Notice if, in the professional judgement of the Principal and after consultation with the Parents and with the Student (where appropriate), the College is no longer able to provide adequately for the Student's special educational needs, providing that the issues were disclosed when applying to the College or within a month of being diagnosed. The College reserves the right to charge for the provision of additional teaching.

5.10 School's intellectual property: Where the Student, in conjunction with any member of staff, creates anything (including a work, a design, an invention, a database, a trademark or goodwill) (a Work) in respect of which any intellectual property (including copyright, design rights, patents, database right or the right to sue for passing off) (Intellectual Property Rights) exist, the College reserves all its Intellectual Property Rights in respect of that Work.

5.11 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 Students 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. 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.

5.12 Educational visits: A variety of educational visits will be provided for the Student. By signing the acceptance form or agreeing to be bound by these terms and conditions the Parents consent to the Student taking part in any educational visit. Educational visits which:

5.12.1 cost more than £100; or

5.12.2 require overseas travel; or

5.12.3 involve an overnight stay; or

5.12.4 involve some element of high risk or adventure activity will be subject to a separate agreement. The cost of such visits will be payable in advance and are not covered within Fees. The Student shall be subject to College discipline in all respects whilst engaged in an educational visit. 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.

6.2 Complaints: Any question, concern or complaint about the pastoral care or safety of a student or any educational issue or other matter connected to the College 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 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 a 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 Students 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 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 change in the financial circumstances of the Parents in receipt of a bursary from 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 e-safety 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. The Principal must therefore be notified 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 Parents may be excluded from College premises if the Principal acting in a proper manner, 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 We cannot accept responsibility for the Student if s/he leaves College premises in breach of the Student Handbook. 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 Student, except when in College Residence, is required during Term time, half terms 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 or in College Residence or homestay accommodation. Short-term boarding, charged as an extra, can be provided subject to availability during Term time for the Student where accommodation arrangements have broken down. The Principal must be notified in writing immediately if the Student will be residing during Term time under the care of someone other than the Parents or his / her education guardian. By signing the acceptance form or agreeing to be bound by these terms and conditions the Parents acknowledge that if the Student lives independently while a Student at the College the Parents are responsible for the suitability of the accommodation and for the safety and welfare of the College when not in the care of the College.

6.12 School accommodation: If the Student resides in the College's accommodation the College reserves the right to require the Student to change accommodation during the academic year and will do so only with good cause.

6.13 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. 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.

6.14 Absence of the Parents: When both the Parents will be absent from the Students home overnight or for a 24 hour period or longer, the Student's Senior Tutor must be told in writing the name, address and telephone number for 24 hour contact with the adult who will have the care of the Student.

6.15 Education guardians: The College encourages the Parents if resident outside the United Kingdom to appoint before Entry 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 s/he 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.

6.16 Photographs or images: By signing the acceptance form or agreeing to these terms and conditions the Parents consent, as far as is required under data protection law, to the College obtaining and using photographs or images of the Student for:

6.16.1 use in the College's promotional material such as the prospectus, the website or social media;

6.16.2 press and media purposes;

6.16.3 educational purposes as part of the curriculum or extra-curricular activities.

6.16.4 We would not disclose the home address of the Student without the Parents' consent.

6.17 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 College writing, requesting an acknowledgment of their letter.

6.18 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.

6.19 Student's personal property: The Student is solely 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.

6.20 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: Before the Pupil enters the College the Parents will be asked to complete a confidential information 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 Record with the Accommodation and Welfare Officer while a pupil is at the College. The Parents must comply with the Accommodation and Welfare Officer's recommendations which may include a reasonable decision to release the Student home or to his / her education guardian when s/he is unwell.

7.3 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.

7.4 Medical information: Throughout the Student's time as a member of the College, the College 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.

7.5 Emergency medical and dental treatment: The Parents authorise the Principal to consent on their behalf to the Student receiving emergency medical and/or treatment where certified by an appropriately qualified person as necessary for the Student's welfare and if the Parents cannot be contacted in time.

8 BEHAVIOUR AND DISCIPLINE

8.1 School regime: The Parents accept that the College will be run in accordance with the authority delegated by the Governors 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.

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, will be punctual, will work hard, will be well-behaved and will comply with the College's Promoting Good Behaviour policy about general appearance. Please see the Student Handbook for policy on attendance.

8.3 College rules: The College rules which apply are set out in the College's Promoting Good Behaviour Policy, which is available on 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 Promoting Good Behaviour policy which is current at the time and available on the College website applies to all Students when they are on College premises, or in the care of the College, or otherwise representing or associated with the College.

8.5 Investigative action: A 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 human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, and also to make arrangements for the Student to be accompanied and assisted by the Parents, education guardian or a teacher of the Student's choice.

8.6 Procedural fairness: Investigation of a complaint 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. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Principal before a decision is taken in such a case. 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 required 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 alternatively being removed or expelled.

8.10 Definitions of sanctions: The definitions in this clause apply to these terms and conditions.

8.10.1 Expulsion: means that the Student is required to leave the College permanently in circumstances described in clause 8.11.

8.10.2 Removal: means that the permanent removal of the Student from the College is required in circumstances described in clause 8.13.

8.10.3 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 a Governors' Review. The College reserves the right to require the Student to report to the College each day for a specified period of time. The Student will not be permitted to take part in curriculum or extra-curricular activities.

8.10.4 Withdrawal: has the meaning set out in clause 9.8.

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 a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Student shall be suspended from the School pending the outcome of the Review. See clause 8.16 and clause 8.17.

8.12 Fees following Expulsion: If the Student is expelled, there will be no refund of the Acceptance Deposit, the Accommodation Deposit or of Fees for the current or past Terms. All arrears of Fees and any other sums due to the College will be payable in accordance with section 4.7. Matters concerning the Student's leaving status will be discussed by the Principal with the Parents and (where appropriate) the

Student at the time. These include the transfer of the Student's work to another educational establishment, the nature of the reference which will be given in respect of the Student and the financial aspects of the Student's leaving.

8.13 Removal in other circumstances: The Parents may be required to remove the Student permanently from the College or from the residence if, after consultation with the Parents and if appropriate the Student, the Principal is of the opinion that:

8.13.1 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

8.13.2 if the Parents have treated the College or members of its staff unreasonably; then

8.13.3 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 a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Student 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 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 save that the Acceptance Deposit and the Accommodation 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 Student on the Student's file immediately after Expulsion 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 Student from the College or from the residence (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 request shall be made as soon as possible and in any event within seven days of the Principal's decision being notified to the Parents. The Parents will be entitled to know the names of the Governors who make up the review panel and may ask for the appointment of an independent panel member nominated by College and approved by the Parents, such approval not to be unreasonably withheld.

8.17 Review procedure: The Principal will advise the Parents of the procedure (current at that time) under which a Governors' Review shall be conducted by a panel of three Governors (including an independent member if requested). If the Parents request a Governors' Review, the Student will be suspended from College until the review 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. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

8.18 Complaints procedure: A complaint about any matter of College policy or administration not involving an Expulsion or Removal of the Student 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 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 any other person with Parental Responsibility

9.2.4 before the first day of Term addressed to and received by the Principal. It is expected that the Parents will consult with the Principal or his/her appointed deputy before giving Notice to withdraw the Student.

9.3 A Term's Written Notice: means Notice given before the first day of the Term preceding Withdrawal and expiring at the end of that Term (e.g. for Withdrawal at the end of the Summer Term, Notice must be given before the first day of that Summer 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 Student who has entered the College; or

9.3.3 the Parents or the Student seek a transfer from living in a College residence to day Student status or vice versa, or between types of residence; or

9.3.4 following the GCSE or lower sixth A Level year, the Student will not return for the following year even if s/he has achieved the required grades.

9.4 Fees in lieu of Notice: in circumstances where the Parents have not given a Term's Written Notice, Fees in lieu of Notice means the equivalent to one Term's Fees in full at the rate applicable for the next academic year following Withdrawal and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. One Term's Fees in lieu of Notice represents a genuine pre-estimate of the College's loss in these circumstances, and sometimes the actual loss to the College will be much greater. This rule is necessary to promote stability and the College's ability to plan its staffing and other resources.

9.5 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.

9.6 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 Academic Deposit and the Accommodation Deposit if paid, will be refunded together with any Fees paid pro-rated if the College has provided any educational services under this agreement. The Administration Fee will be retained to cover the College's administration costs.

9.7 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. A genuine pre-estimate of loss is Fees for between one and five years. Nonetheless, the College agrees to limit the liability of the Parents to:

9.7.1 the equivalent of 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 and the Accommodation Deposit, payable as a debt if less than a Term's Written Notice of Cancellation has been given; or

9.7.2 the Acceptance Deposit and the Accommodation Deposit if more than a Term's Written Notice of Cancellation has been given.

9.7.3 Cases of serious illness or genuine hardship may receive special consideration upon the submission of a written request to the Principal or his/her appointed deputy.

9.8 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. See also clause 4.7, clause 9.9 and clause 9.10.

9.9 Withdrawal by the Parents: If the Student is withdrawn on less than a Term's Written Notice, or excluded for more than 14 days for non-payment of Fees as set out in clause 4.7, Fees in lieu of Notice less the Acceptance Deposit and the Boarding Deposit will be due and payable as a debt immediately

9.10 Withdrawal by the Pupil: The Pupil's decision to withdraw from the School shall, for these purposes, be treated as a Withdrawal by the Parents.

9.11 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.

9.12 Transfer between accommodation and day status: Before providing the Notice required under clause 9.3.3, the Parents must obtain the express permission of the Principal or his/her appointed deputy in writing if the Parents or the Student wishes to change from an accommodation to day status or vice versa. At the discretion of the Principal or his/her appointed deputy, 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.

9.13 Change of course: The Parents must give a Term's Written Notice if the Student wishes to change their course. Any such change is subject to receiving the express permission of the Principal in writing. If the Parents do not give the required Notice and the previous course's Fees are greater than the new course's Fees the Parents will incur a liability to pay the Fees for previous course for the Term following the change.

9.14 Discontinuing extra tuition: One 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 on one Term's notice in writing. 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 Academic Deposit and the Accommodation Deposit, if paid, will, in the circumstances herein this clause 9.15 referred to, be refunded without interest less any outstanding balance of Fees.

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: By signing the acceptance form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and, so far as they are able, on behalf of the Students consent as far as is required under data protection law to the processing by the College of personal information including:

11.1.1 financial information relating to the Parents;

11.1.2 sensitive personal information relating to the Parents and / or the Student;

11.1.3 as is deemed necessary for the legitimate purposes of the College. The College's Data protection information notes are available from the College on written request.

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 protection: 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 the Unfair Terms in Consumer Contracts Regulations 1999 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.

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 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 Student's education or pastoral care; or

11.4.3 a change of ownership of the College.

11.5 Representations: The College's prospectus and website describe the broad principles on which the College is operated and give an indication of its history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the College. If the Parents wish to place specific reliance on a matter contained in the prospectus, website, or on a statement made by a member of staff or a Student they should seek written confirmation of that matter from the Principal.

11.6 Contracts with agents: Agent fees will be paid when all tuition fees for each term are paid to the College and only if it is in receipt of sufficient cleared funds from the parents.

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 School and 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.