



Standard Terms and Conditions

1. Introduction

- 1.1 These terms and conditions reflect the custom and practice of independent schools for many generations and are intended to promote the education and welfare of each pupil and the stability, forward-planning, proper resourcing and development of the College. Together with any letter of offer and any acceptance form signed by the Parents, these terms and conditions form the legally-binding contract for educational services made between the Parents and the College in relation to the Pupil ("the Parent Contract").
- 1.2 We ask the Parents to read these terms and conditions carefully and in particular draw your attention to the provisions of paragraphs 2.14, 8, 9 and 10. If you have any queries regarding these terms and conditions please contact the Clerk to Governors, Dulwich College, Dulwich Common, London SE21 7LD.

2. Terminology

- 2.1 **"acceptance form"** means the document produced by the College which (once signed) confirms acceptance of the College's offer of a place at the College for the Pupil.
- 2.2 **"admission"** occurs when Parents accept the offer of a place.
- 2.3 **"the College", "we" and "us"** mean Dulwich College as now or in the future constituted. The College is a registered charity.
- 2.4 **"entry"** is the date when the Pupil attends the College for the first time pursuant to the Parent Contract.
- 2.5 **"permanently exclude"** means that the Pupil has been expelled from the College or otherwise required to leave by the College.
- 2.6 **"Fee" and "Fees"** where used in these terms and conditions include each of the following charges where applicable: (i) registration fee; (ii) acceptance deposit; (iii) tuition fees; (iv) boarding fees; (v) fees for extra tuition; (vi) examination fees; (vii) any fees payable in respect of the coach service; (viii) other extras such as boarding house charges, charges in respect of clothing, equipment, photographs and other items ordered by the Parents or the Pupil and charges arising in respect of visits, tours, trips and outings; (ix) expenses incurred by the College in helping the Pupil to apply for a visa to study in the United Kingdom; (x) compensation for wilful loss of or damage to property belonging to any person by the Pupil; and (xi) late payment charges, if incurred (including interest).
- 2.7 **"Fees in lieu of notice"** means Fees in full for the term of notice at the rate that would have applied had the Pupil attended the College that term (limited to the parental contribution in the case of a scholarship or bursary).
- 2.8 **"Board of Governors" and "Governors"** mean the governing body of the College, who are charity trustees and responsible for the governance of the College.
- 2.9 **"Head of School"** means one of the following: the Head of the Junior School, the Head of the Lower School, the Head of the Middle School and the Head of the Upper School.
- 2.10 **"the Master"** means the person who has overall executive responsibility for the running of the College and that expression includes those to whom any duties of the Master or the Governors have been delegated.

- 2.11 **"the Parents" or "you"** means any person who has signed the acceptance form and/or who has accepted responsibility for a child's attendance at the College.
- 2.12 **"the Pupil"** is the child or person under the age of 18 named on the acceptance form. The age of the Pupil will be calculated in accordance with the College's normal custom.
- 2.13 **"suspension"** means that a pupil has been sent or released home for a limited period, either as a disciplinary sanction or pending the outcome of an investigation or by reason of non-payment of Fees.
- 2.14 A **"term's notice"** means written notice given before the first day of a term and expiring at the end of that term.
- 2.15 **"withdrawal"** means that the Parents have withdrawn the Pupil from the College.

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 Pupil and the Parents satisfying the admission requirements at the time.
- 3.2 **Offer of a Place and Acceptance Deposit:** An acceptance deposit of such amount as may from time to time be determined by the College will be payable when the Parents accept the offer of a place. (The acceptance deposit payable for a boarding place is a larger sum than the acceptance deposit for a day place.) The acceptance deposit is not refundable if the Pupil does not take up his place at the School (see paragraphs 9.2 and 9.3 below). Otherwise, the acceptance deposit will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the College when the Pupil leaves the College. Until credited, the acceptance deposit will form part of the general funds of the College.
- 3.3 **Direct debit mandate:** Except where none of the Parents lives in the United Kingdom or has an account with a bank or building society with offices in the United Kingdom: (i) the Pupil may not join the College until the Parents have returned to the College a duly completed direct debit mandate; and (ii) the Parents will sign and return a direct debit mandate promptly on the College's request.
- 3.4 **Boarding Pupils – First Term's fees payable on acceptance:** In the case of a boarding place, the Parents shall pay a full term's boarding Fees (in addition to the acceptance deposit) when they accept the offer of a place. This will be credited on the invoice for the first term's fees.
- 3.5 **Overseas Parents:** If the Parents are outside the United Kingdom when they sign the acceptance form or provide an address or addresses outside the United Kingdom on their acceptance form, the Parents shall pay a full term's tuition fees (in addition to the acceptance deposit) when they accept the offer of a place. This will be credited on the invoice for the first term's fees.
- 3.6 **Overseas Pupils:** In order to comply with the College's responsibilities as a licensed sponsor under the Home Office's points-based immigration system, the Parents consent to the College notifying and/or supplying information relating to the Parents' and/or the Pupil's right to enter, reside and/or study in the United Kingdom to the United Kingdom Visas and Immigration unit of the

Home Office (regardless of whether or not the College sponsors the Pupil). If the Pupil does not have European Union nationality and the Parents do not request that the College sponsors the Pupil to enter and study in the United Kingdom, the Parents' completion of the acceptance form will be deemed to constitute confirmation that the Pupil has the legal right to be in the United Kingdom and attend the College. The provision of false information regarding the Pupil's nationality or immigration status will be considered a material breach of the Parent Contract. If the Pupil is found not to be in possession of the correct leave to be in the United Kingdom, the Pupil may be required to leave the College on immediate notice and without refund of the acceptance deposit or fees paid.

4. Pastoral Care

- 4.1 Meaning:** Pastoral care is a theme that runs throughout all aspects of life at the College and is directed towards the happiness, success, safety and welfare of each pupil and the integrity of the College community.
- 4.2 Equal Treatment:** The College welcomes staff and children from many different ethnic groups, backgrounds and creeds. We make all adjustments that we reasonably can to accommodate the needs of children who have disabilities.
- 4.3 Ethos:** The College seeks to foster good relationships between members of staff, between the pupils themselves and between members of staff and pupils. Bullying, harassment, victimisation and discrimination are not tolerated. The College and its staff will act fairly in relation to pupils and parents and we expect the same of pupils and parents in relation to the College and its staff. The College's anti-bullying policies are available on request from the Master's Office and are on the College's website.
- 4.4 Our Commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the College's community and the rights and freedoms of others.
- 4.5 Master's Authority:** The Parents authorise the Master to take and/or authorise in good faith all decisions which the Master considers on proper grounds will safeguard and promote the Pupil's welfare.
- 4.6 Confidentiality:** The Parents authorise the Master to override their own and (so far as they are entitled to do so) the Pupil's rights of confidentiality, and to impart confidential information on a 'need-to-know' basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of harm to the Pupil or any other person.
- 4.7 Pupils' Rights:** A pupil of sufficient maturity and understanding has certain legal rights which the College must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural or adoptive parents. If a conflict of interests arises between a Parent and a Pupil, the legal rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parent.
- 4.8 Provision of Information to Parents:** Ordinarily the College provides (and only provides) information about a pupil to the persons who signed the acceptance form in respect of the Pupil. However, the College is not obliged to provide information about a pupil to such a person where: (a) a court order has been made to the contrary; (b) in the College's reasonable opinion withholding information from that person is in the Pupil's best interests; or (c) the College does not believe the person in question has legal or parental responsibility for the Pupil. At the same time, the College reserves the right to give information about a pupil to another person where: (i) the College believes that that person has legal or parental responsibility for that pupil; and (ii) the College believes that providing the information to that person is in the pupil's best interests.
- 4.9 Disclosure of information by Parents:** The Parents must, as soon as possible, disclose to the College: (a) any medical condition, health problem or allergy affecting the Pupil; (b) any circumstances which might affect the Pupil's welfare, safety or happiness; and (c) any Court order affecting the Pupil's care or welfare.
- 4.10 Physical Contact and Contact Sports:** The Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction, for providing comfort to a pupil in distress, to maintain safety and good order, or in connection with the Pupil's health and welfare. Unless the Parents notify the College to the contrary, the Parents consent to the Pupil participating, under proper supervision, in contact and non-contact sports and other activities forming part of the College curriculum and they acknowledge that while the College will provide appropriate supervision the risk of injury cannot be eliminated. For the avoidance of doubt, corporal punishment is prohibited.
- 4.11 Leaving College Premises:** The College will use reasonable endeavours to prevent the Pupil leaving premises in breach of College Rules. The Parents acknowledge, however, that the College is not legally entitled to prevent a pupil aged 16 or older leaving College premises.
- 4.12 Complaints:** Any question, concern or complaint about the pastoral care or safety of the Pupil should be notified immediately to his Form Tutor or Head of School. A copy of the College's current Complaints Procedure will be supplied on request and is available on the College's website.
- 4.13 Special Precautions:** The Parents may be excluded from College premises if the Master or any Deputy Master considers such exclusion to be in the best interests of the Pupil or the College.
- 4.14 Residence during Term-time:** Except when boarding, pupils are required during term-time (including weekends) to reside with a parent or legal guardian or with an education guardian acceptable to the College. Short-term boarding may be provided during term time for a pupil whose accommodation arrangements have broken down and may be charged as an extra. The Pupil's Head of School must be notified in writing immediately if the Pupil will be residing during term time under the care of someone other than a parent.
- 4.15 Term-time Absences:** The Parents acknowledge that the Pupil must attend College throughout term-time and that (save in exceptional circumstances and with the prior agreement of the Master or the Pupil's Head of School) the Parents may not take the Pupil out of school during term-time to go on holiday or for any other reason. The Parents acknowledge that a pupil's absence from College disrupts both his own education and the education of his

fellow pupils. In the case of non-boarding pupils, when both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the College must be informed in writing of the name, address and telephone number of the adult who will have care of the Pupil in the Parents' absence. It is expected that the Pupil will reside with this adult during the Parents' absence.

- 4.16 Education Guardians:** A pupil of any age whose parents are resident outside the United Kingdom must have an education guardian in the United Kingdom who has 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 during exets (permitted periods of time away from school), half term or the holidays for pupils whose parents are resident abroad and the parents and guardians of such pupils must make holiday arrangements, including travel to and from the College, well 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.
- 4.17 Personal Data:** The College will need to use information relating to the Pupil and the Parents (including names, contact details, school records, photographs and video recordings) whilst the Pupil is at the College and after the Pupil has left, for various purposes connected with the running of the College including: Managing relationships between the College and current pupils/parents; fulfilling the College's obligations under the Parent Contract; assessing eligibility for bursarial support; promoting the College to prospective pupils/parents; publicising the College's activities; fundraising; communicating with the College community and alumni body and maintaining the College's historical archives. This may include use of such information by the College in/on the College's prospectus and other promotional material, the College's website and the College's social media channels. The College will process personal data about the Parents and the Pupil in accordance with the applicable data protection legislation. The College will process such personal data in order to comply with any court order, request from or referral to an appropriate authority or legal, regulatory or good practice requirement; to perform the College's obligations under the Parent Contract and for the purposes set out in the Parent Contract; and where otherwise reasonably necessary for the College's legitimate purposes. The College places privacy notices on its website giving further information about its use of personal data and the rights of data subjects.
- 4.18 Right to object (Photographs & Film):** The Parents should notify the College's Director of Communications in writing if they do not wish photographic, film or other images of the Pupil to appear in any of the College's promotional material (including its prospectus and website) or in communications with alumni (e.g. the school magazine), donors and feeder schools or to be shared with any other school with whom the College carries on joint activities or educational programmes. The Parents should also inform the Pupil of their wishes in this regard.
- 4.19 Transport:** The Parents consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type. If the Pupil drives himself to College, the Parents will take all reasonable steps to ensure that he complies with the guidelines issued by the College (available from the Upper School Office).
- 4.20 Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the College does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.
- 4.21 Pupil's Personal Property:** Pupils are responsible for the security and safe use of all their personal property (including bicycles, money, mobile phones, locker keys, watches, computers, calculators, mp3 players, cameras, musical instruments and sports equipment) and for property lent to them by the College.
- 4.22 Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst at the College or on the way to and from College or any College-organised activity away from College premises. From time to time the College can, via its insurance brokers, offer other forms of insurance such as personal accident benefits or fee remission insurance, but the College does not accept a contractual duty to do so. The Parents may obtain further information on application to the Fees Administrator. It is the Parents' responsibility to make claims under any insurance schemes offered.
- 4.23 Force Majeure:** Neither the College nor the Parents will be liable if they are unable fully or promptly to perform their obligations under the Parent Contract as a result of any of the following circumstances provided they do everything they reasonably can to mitigate their effect: fire, flood, storm, bad weather (including heavy snow disrupting transport) or other Act of God, pandemic or epidemic of any disease, industrial action, war, civil unrest, terrorist threat or incident. (Please see also Clause 11.7 below.)

5. Health and Medical Matters

- 5.1 Medical Declaration:** On request, the Parents will complete a form of medical declaration concerning the Pupil's health. The Parents must inform the Pupil's Head of School in writing if the Pupil: (i) develops any medical condition, health problem or allergy; (ii) suffers an injury that may affect his ability fully to participate in school activities (academic or co-curricular); (iii) is unable to take part in games or sporting activities, or (iv) has contact with any infectious disease.
- 5.2 Medical Care:** Every boarder must be registered on the list of the College Medical Officer while a pupil at the College. The Parents must comply with the College Medical Officer's quarantine regulations as amended from time to time.
- 5.3 Medical Examination:** All new boarders must have a routine medical examination with the College Medical Officer (or other doctor appointed by the College), usually during the first term at the College. New day pupils may be required by their Head of School to have a routine medical examination during their first term. Arrangements can be made on request for a parent to be present but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding (usually at 12 years old). All new pupils complete the College's health questionnaire.
- 5.4 Pupil's Health:** The College may at any time require a medical opinion or certificate as to the Pupil's general health. A pupil of sufficient age and maturity is entitled to insist on confidentiality.
- 5.5 Medical Information:** Throughout the Pupil's time at the College, the College Medical Officer shall have the right

to disclose confidential information about the Pupil, if considered to be in the Pupil's own interests or necessary for the protection of other members of the College community. Such information will be given and received on a confidential, 'need-to-know' basis.

- 5.6 Emergency Medical Treatment:** The Parents authorise the Pupil's Head of School, the Master or a Deputy Master to consent on behalf of the Parents to the Pupil receiving emergency medical treatment, including blood transfusions (unless the Parents have notified the College that they object to blood transfusions), general anaesthetic and operations under the National Health Service or at a private hospital where recommended by an appropriately qualified person to be necessary for the Pupil's welfare and if the Parents cannot be contacted in time.
- 5.7 Keeping the Pupil at home:** If the College so requires (due to a health risk posed by the Pupil to others or vice-versa or by reason of a virus, pandemic, epidemic or other health risk) the Parents will keep the Pupil at home and not permit him to return to the College until such time as the College believes the health risk has been averted. The College shall use all reasonable endeavours to continue providing education to the Pupil remotely during any such period (for example, by sending work assignments electronically or by post).

6. Educational Matters

- 6.1 Our Commitment:** Within the published range of the College's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law. We aim to provide the highest possible standards.
- 6.2 Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Master, is most appropriate to the College community as a whole. Our policy on 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 pupils and may take into account management of friendship groups. Reasonable changes may be made to the pastoral and disciplinary framework, to the College day and terms, to the curriculum, to the public examinations offered and the subjects for such examinations, to the sports and co-curricular provision and to the premises. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's Form Tutor or Head of School.
- 6.3 Progress Reports:** The College monitors the progress of each pupil and reports regularly to parents by means of grades, written reports and parents evenings.
- 6.4 Personal, Social and Health Education:** All pupils will receive health and life skills education (including sex education) appropriate to their age in accordance with the curriculum from time to time.
- 6.5 Public Examinations:** The Master may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of professional judgement, the Master considers that: (i) by doing so the Pupil's prospects in other examinations would be impaired; or (ii) the Pupil has not worked or revised in accordance with advice or instruction from the College's staff.
- 6.6 Reports and References:** Information supplied to the Parents and others concerning the progress and character of the Pupil and any references will be given conscientiously and with all reasonable care but otherwise without liability on the part of the College.
- 6.7 Universities, Career advice etc:** The College will exercise all reasonable care when providing advice about subject choices, higher education and careers. The Parents acknowledge that they have a responsibility to carry out their own research and provide advice to the Pupil on such issues and agree to discuss with the College in advance any concerns that they may have regarding any applications that the Pupil proposes to make.
- 6.8 Learning Difficulties:** The College is not qualified to make a medical diagnosis of conditions that affect learning (e.g. dyslexia, dyspraxia and Asperger's syndrome). The screening tests available to schools are indicative only and are fallible. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment may be arranged by the Parents themselves at their own expense. The Parents must notify the Master in writing if they are aware or suspect that the Pupil may have a learning difficulty and they must provide the College with copies of all written reports and other relevant information. The College will then consider what further action (if any) should be taken.
- 6.9 Intellectual Property:** (i) The College reserves all intellectual property rights (including copyright, design right, registered design, patent or trademarks) in any work carried out by the Pupil in conjunction with any member of staff and/or other pupils at the College for a purpose associated with the College. The College will acknowledge the Pupil's role in the creation and/or development of such intellectual property rights, where appropriate. (ii) Subject to sub-paragraph (i), copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer-generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for the purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at College premises until, in our professional judgement, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to comply with examination board requirements. We will take reasonable care to preserve the Pupil's work but cannot accept liability for loss or damage caused by circumstances beyond our reasonable control.
- 6.10 College Trips:** The Pupil will be able to participate in a variety of College trips and educational visits whilst at the College. The cost of some College trips and visits will be charged as an extra. College trips abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with the Parents. The cost of the trip will be payable in advance. The Pupil is subject to College discipline in all respects whilst engaged in a College trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be charged as an extra. The College will do all that is reasonable to ensure that the Pupil is appropriately supervised, according to his age and maturity.

6.11 Transition from one part of the College to another: The Parents acknowledge that in order to progress from one part of the College to another the Pupil will need to meet the academic requirements specified by the College at the relevant time and the College will need to be satisfied that the Pupil will be able fully to access and make a success of the formal academic curriculum in the relevant part of the College. Moving up from one part of the College to another is also dependent upon the Pupil complying with the College's Rules and upon the Parents having a good payment record and having paid all outstanding sums due to the College.

7. Behaviour and Discipline

7.1 Regime: The Parents accept that the College is run in accordance with the authorities delegated by the Governors to the Master and that the Master is entitled to exercise a wide discretion in relation to the College's policies, rules and regime.

7.2 Discipline: The College attaches great importance to courtesy, integrity, good manners, good discipline and respect for the needs and property of others. The Parents accept the authority of the Master and of other members of staff on the Master's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each pupil and the College community as a whole.

7.3 College Rules and Code of Conduct etc: The College's Rules, Code of Conduct, policies and procedures are set out on the College's website. The sanctions that may be imposed for disciplinary breaches include detention, suspension and expulsion. The College reserves the right to amend the College's Rules, Code of Conduct, policies and procedures as it sees fit from time to time.

7.4 Drugs: The College may carry out drugs testing under medical supervision where involvement with illegal drugs is suspected. The Parents will be informed before a drugs test is carried out. A refusal by the Pupil to submit to drugs testing would be considered an act of serious misconduct. The College reserves the right to charge to the Parents the costs of any drug test of the Pupil.

7.5 Digital media and communications: Subject to the applicable data protection legislation, the College may monitor the Pupil's email communication, internet use and use of social media. The College may need to do this for various legitimate purposes, e.g. for safeguarding purposes or to ensure compliance with the College's rules and procedures or where it is appropriate or necessary in connection with the College's legal and/or other duties and responsibilities.

8. The Parents' Obligations

8.1 The Parents agree to: (i) fulfil their obligations under the Parent Contract (including paying Fees on time); (ii) do all that they reasonably can to ensure the Pupil takes a full part in the activities of the College; (iii) do all that they reasonably can to ensure the Pupil attends each College day, is punctual and appropriately dressed; (iv) do all that they reasonably can to ensure that the Pupil works hard, is well-behaved and complies with the College Rules; (v) encourage the Pupil in his studies and give him appropriate support at home; (vi) keep the College informed of matters affecting the Pupil of which the College needs to be aware;

(vii) maintain a courteous and constructive relationship with College staff; (viii) provide cooperation and assistance to the College to enable the Pupil to participate and benefit from the College's provision of education (including where the College wishes to provide such education remotely); and (ix) attend meetings and otherwise keep in touch with the College.

8.2 The Parents shall inform the College of any change in the Parents' or the Pupil's circumstances of which the College reasonably needs to be aware (including, where applicable, any change to the Pupil's entitlement to enter, reside and/or study in the United Kingdom); and any change to information about the Parents or the Pupil that has previously been notified to the College (e.g. contact details).

8.3 Changing from termly to weekly boarding: If the Parents wish to change the Pupil's place at the College from a termly to a weekly boarding place, they must either: (a) give the College not less than a term's notice; or (b) give immediate notice and thereupon pay to the College (as a debt) a sum equal to the difference between the termly boarding and the weekly boarding fees in lieu of notice, at such rate as would have been charged until the end of the termly boarding provision if a term's notice of the change had been given.

8.4 Changing from boarding (termly or weekly) to day: Upon not less than a term's notice to the College the Parents may change the Pupil's place at the College from a boarding to a day place on condition that the Parents remain responsible for paying (and continue to pay) the boarding fees (as opposed to just the day fees) in full (as a debt) at the rate applicable to the term(s) in question until the end of the academic year in which the change takes effect or (if earlier) until the College fills the boarding vacancy created by the Pupil's change from a boarding to a day place, at which point the Parents shall only then be liable to pay the day fees going forward. This condition is necessary because boarding provision is planned on an annual basis and it may take some time to fill a vacancy created by a pupil changing from boarding to day.

9. Termination by the Parents

9.1 A term's notice must be given in writing if the Parents wish: (i) to cancel a place which they have accepted; (ii) to withdraw the Pupil after Entry; or (iii) the Pupil to discontinue extra tuition that is being charged for by the College. Notice must be addressed to the Pupil's Head of School or the Master. The Parents are reminded that a "term's notice" means written notice given before the first day of a term and expiring at the end of that term.

9.2 If the Parents cancel their acceptance of a place less than a term before the entry date or the Pupil does not join the College after a place has been accepted but not cancelled, a term's Fees will be payable in lieu of notice. The acceptance deposit will be credited to the term's Fees which the Parents will owe the College.

9.3 Parents who cancel their acceptance of a place on more than a full term's notice before entry will not be required to pay Fees in lieu of notice and any fees in advance paid pursuant to paragraph 3.4 will be refunded but the acceptance deposit will be retained by the College.

9.4 If the Pupil is withdrawn on less than a term's notice Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question. In these

circumstances, the acceptance deposit will be credited to the Parents' account.

- 9.5 The charge to Fees in lieu of notice in paragraphs 9.2 and 9.4 above is necessary to promote stability, to enable the College to plan its staffing and other requirements and to enable the College to maintain its academic and co-curricular standards. Cases involving serious hardship will receive special consideration on written request and provided the Parents provide full disclosure of their financial circumstances.
- 9.6 Where reasonably practicable, the Parents will consult with the Pupil's Head of School before giving notice to withdraw the Pupil from the College.
- 9.7 If the Pupil is aged 16 or more, his decision to withdraw from the College shall, for the purposes of the Parent Contract, be treated as a withdrawal by the Parents.
- 9.8 If the Pupil is suspended from the College for 14 consecutive days by reason of non-payment of Fees by the Parents, he will be deemed to have been withdrawn by the Parents (without notice) on the expiry of that 14 day period, unless the College agrees otherwise. In these circumstances, a term's Fees in lieu of notice will be payable by the Parents.

10. Termination by the College

- 10.1 The College may permanently exclude the Pupil by giving the Parents a term's notice at any time. The Pupil must leave the College on expiry of the notice. The College will give the reason(s) for its decision.
- 10.2 The College may permanently exclude the Pupil at the end of a term if the Master is of the opinion that the conduct or progress of the Pupil has been unsatisfactory or that the Pupil is unwilling or unable to profit sufficiently from the educational opportunities offered by the College. The Master shall act with procedural fairness in such cases and shall have regard to the interests of the Pupil as well as those of the College.
- 10.3 The College may permanently exclude the Pupil from the College on immediate notice if the Master concludes that the Pupil has committed a serious act of misconduct or a series of acts of misconduct which together amount to serious misconduct (which in either case may include behaviour outside school). The Master shall act with procedural fairness in such cases and shall have regard to the interests of the Pupil, the College, its staff and other pupils (as appropriate).
- 10.4 The College may permanently exclude the Pupil from the College on immediate notice if the Parents commit a material breach of their obligations under the Parent Contract. For these purposes a failure of the Parents to pay Fees on time and to remedy that breach within 14 days shall be considered a material breach.
- 10.5 If the College permanently excludes the Pupil, matters concerning the Pupil's leaving status will be discussed by the Master with the Parents and (where appropriate) the Pupil at the time. These include the transfer of the Pupil's work to another educational establishment, the nature of the reference which will be given in respect of the Pupil and the financial aspects of the Pupil's leaving.
- 10.6 The College will not permanently exclude the Pupil without good cause.

- 10.7 If the Parents wish to complain about the College's decision permanently to exclude the Pupil they may bring a formal complaint under the College's complaints procedure (available on the College's website or from the Clerk to Governors).

11. Fees

- 11.1 **Accrual:** Each term's Fees accrue separately and the fees payable in respect of each term will be included in an invoice sent to the persons who signed the Acceptance Form or such other person(s) who from time to time are contractually liable to the College in respect of the fees.
- 11.2 **Payment:** Subject to paragraph 3.4 (relating to new boarders) fees are due and payable on the day before the first day of the College term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid.
- 11.3 **Deemed payment:** The Parents are not deemed to have paid a sum to the College until the College is in receipt of the cleared funds in its bank account.
- 11.4 **Payment Method:** Fees must be paid by direct debit unless none of the Parents lives in the United Kingdom or has an account with a bank or building society with offices in the United Kingdom, in which case Fees may be paid by bank transfer. Payment in cash or by cheque is not acceptable. Parents who are required to pay by direct debit must sign and return a duly completed direct debit mandate promptly upon the College's request.
- 11.5 **Joint & Several Liability:** Each person who has signed the acceptance form is jointly and severally liable for the whole of the Fees. The persons who have signed the Acceptance Form remain liable to the College for the Fees, unless the College has expressly agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the Fees.
- 11.6 **Warranty:** The Parents believe they are able to pay the Fees and confirm that they are not in arrears in paying fees to any other school or educational establishment. The Parents must notify the College if they become aware of circumstances which may prevent them from promptly paying the Fees. The College reserves the right to carry out credit-reference checks in respect of the Parents (including by making enquiries of other schools) and the Parents agree to sign any documentation and give any consents required for this purpose.
- 11.7 **Refund:** Fees will not be refunded or waived: (a) for absence through sickness or injury; (b) if a pupil is released home after public examinations or otherwise before the normal end of term; or (c) if the College has to close for a period due to health risk, bad weather or any of the other circumstances mentioned in paragraph 4.23 (*Force Majeure*).
- 11.8 **Advance Payment of Fees Schemes:** Schemes under which a lump sum prepayment is made by or on behalf of the Parents will be the subject of a separate contract which will provide, among other conditions for a minimum number of terms for such a scheme and a minimum lump sum and for a refund of the unused part of the prepayment in the event of the Pupil's leaving earlier than expected. Fees in lieu of notice (where applicable) and any other sum due and owing to the College at that time will be deducted from the sum to be refunded.

- 11.9 Scholarships & Bursaries:** Every scholarship, bursary or other award or concession is a privilege and is subject to the Pupil meeting the College's high standards of attendance, diligence and behaviour and to the Parents' treating the College and our staff reasonably. If the Parents apply for a bursary in respect of the Pupil, the Parents shall provide the College with full and accurate disclosure of their financial circumstances. Any specific terms on which such awards are offered and accepted will be notified to the Parents at the time of offer.
- 11.10 Fee Increases:** Fees are normally reviewed once a year and may be increased by such amount as the College considers reasonable. Any increase in fees will usually be on a term's notice. If less than a term's notice is given by the College in respect of a tuition fee increase of greater than 8%, notice of withdrawal given by the Parents within 21 days after notice of the increase was received will not incur a term's Fees in lieu of notice.
- 11.11 Money Laundering:** The College may be required in some circumstances to obtain satisfactory evidence of the identity of a person who is paying Fees. For the avoidance of doubt, the College cannot accept payment in cash.
- 11.12 Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the College on account only.
- 11.13 Appropriation:** The Parents agree that a payment made in respect of one child may be appropriated by the College to the unpaid account of any other child of the Parents.
- 11.14 Payment of Fees by a Third Party:** An agreement with a third party (such as a grandparent or other relative) 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 College's Director of Finance. The College reserves the right to refuse a payment from a third party.
- 11.15 Late Payment Charges:** An administration charge of 1% will be added to the balance of Fees not paid on the first day of term. This charge will be applied to any unpaid balance of Fees (including fees that the Parents have arranged to pay by instalments). In addition, interest may be charged by the College on a day-to-day basis on Fees which are not paid on the due date for payment until payment in full. The maximum rate of interest that the College may charge will be 1.25% per calendar month.
- 11.16 Suspension and then deemed withdrawal for non-payment:** The College reserves the right to suspend the Pupil while Fees remain unpaid by giving the Parents not less than two days' written notice. Whilst the Pupil is suspended: (a) the Parents shall ensure that he is appropriately supervised and does not come into College; and (b) the College shall have no obligation to provide the Pupil with any teaching or other support. If the Pupil is suspended for 14 consecutive days by reason of non-payment of Fees, he will (unless the College agrees otherwise) be deemed to have been withdrawn by the Parents without notice (see paragraph 9.8 above).
- 11.17 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.
- 11.18 References etc:** The College may withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate interests of the Pupil. The College may inform another school or educational establishment if the Parents fail to pay any Fees within 14 days after the due date for payment.
- 11.19 Third party credit provider:** The College may enter into arrangements with a licensed credit provider (an "LCP") in connection with the provision of facilities to parents to pay school fees by instalments. Under these arrangements an LCP may have rights to recover interest and other sums from the College (e.g. where parents do not keep up payments on credit agreements with an LCP). If the Parents enter into an agreement with an LCP and the College has to make any payments or otherwise incurs any liability as a result of a default by the Parents under that agreement, the Parents will remain fully liable for all fees payable to the College and will reimburse the College in respect of all losses and expenses that it reasonably suffers or incurs as a result.

12. General Contractual Matters

- 12.1 Compliance with the Parent Contract:** The Parents are legally responsible, individually and jointly, for complying with their obligations under the Parent Contract. The College is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the acceptance form in respect of the Pupil as having been given on behalf of both or all persons who have signed the acceptance form.
- 12.2 Notices:** All notices required to be given under the Parent Contract must be given in writing. The Parents must promptly notify the College of any change of address (whether postal or email) of any person who has signed the acceptance form. Notices will be sent by the College by post and/or email to the postal and/or email address shown in its records and (unless other arrangements are agreed between the Parents and the College) the College shall be entitled to treat any notice given by the College to any person who has signed the acceptance form in respect of the Pupil as having been given to both or all such persons. Notices that the Parents are required to give under the Parent Contract must be addressed to the Registrar of the College and sent by post and/or email. A notice sent to the Registrar by email must be sent to the Registrar's email address shown on the College's website. If sent by first class post, a notice shall be deemed to have been given on the second working day after posting. For these purposes "working day" means a day which is not a Saturday or Sunday, nor an English bank holiday. been given on the second working day after posting. For these purposes "working day" means a day which is not a Saturday or Sunday, nor an English bank holiday.
- 12.3 Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract between the College and the Parents.
- 12.4 Representations:** Our prospectus and website describe the broad principles on which the College is presently run and gives an indication of our history and ethos. Although believed correct at the time of printing, the prospectus is not part of the Parent Contract. The Parents may not place

specific reliance on a matter contained in the prospectus or website nor on any statement made by a member of staff or pupil during the course of a tour of the College or a related meeting unless the Parents have obtained written confirmation of that matter or statement from the Master before signing the acceptance form.

- 12.5 Third Party Rights:** Only the College and the Parents are parties to the Parent Contract. The Pupil is not a party to and may not enforce the Parent Contract.
- 12.6 Interpretation:** These terms and conditions supersede those 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 the terms and conditions. Examples given in these terms and conditions are by way of illustration only and are not exhaustive.
- 12.7 Jurisdiction:** The Parent Contract is governed exclusively by English law. The College and the Parents agree to submit to the exclusive jurisdiction of the English Courts for all purposes connected with the Parent Contract.
- 12.8 Variations:** The College will give the Parents a term's notice of any change to these terms and conditions.
- 12.9 Waiver:** No failure to exercise or delay in exercising any right or remedy provided under the Parent Contract or by law constitutes a waiver of such right or remedy nor shall it prevent any future exercise or enforcement thereof. No single or partial exercise of any right or remedy under the Parent Contract shall preclude or restrict the further exercise of any such right or remedy or other rights or remedies.

13. Distance Contracts

- 13.1 Fourteen (14) day Cancellation Rights:** The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations") apply to various contracts made between businesses and consumers, including the Parent Contract. If the Parents accept a place for their son at the College without having had a face to face meeting with a member of College staff, the Parents have the right (under the Regulations) to cancel the Parent Contract within 14 days without giving any reason. The cancellation period lasts for 14 days after the Parents accept a place at the College for their son. It then expires. To exercise this right to cancel, the Parents must inform Dulwich College, Dulwich Common, London SE21 7LD of their decision to cancel the Parent Contract by a clear statement (e.g. a letter sent by post or email) before the end of the cancellation period. If the Parents cancel the Parent Contract within the cancellation period, the College will reimburse the acceptance deposit and any other payments the Parents have made to the College pursuant to the Parent Contract. The College will make the reimbursement without undue delay, and not later than 14 days after the day on which the College is informed about of the Parents' decision to cancel. Where possible and unless the Parents have expressly agreed otherwise, the College will make the reimbursement using the same means of payment as the Parents used to pay the College. In any event, the Parents will not incur any fees as a result of the reimbursement. For the avoidance of doubt, the right to reimbursement does not include the registration fee paid to the College before the Parent Contract is made.



DULWICH COLLEGE
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