

Parent Contract

Independent School for Boys and Girls

Ellesmere College

July 2019

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Ellesmere College Terms and conditions

1 Introduction

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

1.1.1 the letter of offer;

1.1.2 the Conditions of Award if applicable;

1.1.3 the acceptance form; and

1.1.4 the fees list

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

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

1.3 **Policies and procedures:** 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. These policies and procedures do not form any part of your contract with the College. Please see clause 11.5 for further information.

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:** Ellesmere 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.

1.6 **Financial Consequences:** Schedule 1 gives a summary of the clauses which contain financial consequences for the Parents.

2 Terminology

2.1 **College or We or Us:** means Ellesmere College Limited, trading as Ellesmere College as now or in the future constituted (and any successor). The College is constituted as a charitable company limited by guarantee.

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 **Head:** means the Headmaster of the College as appointed by the Governors. The Head is responsible for the day-to-day running of the College but may delegate this responsibility to the Deputy Head as appropriate.

2.4 **Parents or You:** means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these

Terms and conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the College, the Parents and the third party. Please also see clause 4.3 and clause 11.6.

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

2.6 **Pupil:** means the child named on the acceptance form. The age of the Pupil will be calculated in accordance with British custom.

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 relevant time. The admissions requirements are set out in the College's Admissions Policy current at the time and published on the College's website. **Admission** occurs when the Parents accept the offer of a place. **Entry** occurs on the date when the Pupil attends the College for the first time under these Terms and conditions.

3.2 **Equality:** The College is a mainstream, co-educational boarding and day school for boys and girls aged from 7 to 18 years. The College has a Christian ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but We will do all that is reasonable to ensure that the College's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, We can cater adequately.

3.3 **Offer of a place and Guarantee Deposit:** A guarantee deposit (**Guarantee Deposit**) as shown on the fees list for the relevant year will be payable when the Parents accept the offer of a place. The Guarantee Deposit will be repaid by means of credit without interest to the first Term's Fees unless stated otherwise in these Terms and conditions. Please see clause 9.7 below.

3.4 **Returnable Deposit:** The Returnable Deposit will be payable with the first Term's Fees. The Returnable Deposit will be retained in the general funds of the College until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the College on leaving, unless stated otherwise in these terms and conditions or unless the Parents wish to donate the Returnable Deposit to the College's Foundation. Please also see clause 9.7 below.

3.5 **Immigration:** The College currently holds a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the Head when returning a completed registration form or at any other time if their child requires sponsorship from the College in order to obtain a visa to study at the College. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this College and the Parents shall

permit the College to take and retain copies of all documentation required to be kept by the College in order to comply with its duties as a Tier 4 sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents. Please also see clause 9.16.

4 **Fees**

- 4.1 **Fees:** may include alone or in combination any of the Registration Fee, the Guarantee Deposit, the Returnable Deposit, tuition fees, boarding fees, fees for extra tuition, activities programme fees and other extras such as house charges, clothing and equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, or damage where the Pupil alone or with others has caused wilful loss or damage to College property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred.
- 4.2 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the College. Except where a separate agreement has been made between the Parents and the College for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds before the commencement of the College Term to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. The College reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.
- 4.3 **Payment of Fees by a third party:** An agreement with a third party (such as an employer, grandparent, step-parent without parental responsibility or third party credit provider) 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 Director of Finance. The College reserves the right to refuse a payment from a third party.
- 4.4 **Indemnity:** If the College is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the College against all losses, expenses (including legal expenses) and interest suffered or incurred by the College.
- 4.5 **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction Fees will not be refunded, reduced or waived if:
- 4.5.1 the Pupil is absent through illness; or
 - 4.5.2 a Term is shortened or a vacation extended; or
 - 4.5.3 the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or
 - 4.5.4 the College is temporarily closed due to adverse weather conditions; or
 - 4.5.5 for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

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

- 4.6 **Exclusion for non-payment:** The College reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment or if the Parents fail to provide

information reasonably requested by the College about the identity of the payer of any Fees or the source of the funds. If the Pupil is excluded for a period of 28 days, he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with Section 9. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Review will not normally arise. The College may withhold any information, character references or property while Fees remain overdue where it is lawful to do so.

- 4.7 **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the College, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the College of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the College in the recovery of any unpaid Fees regardless of the value of the College's claim.
- 4.8 **Part-payment:** Any sum tendered that is less than the sum due and owing may be accepted by the College on account only. Late payment charges may be applied to any unpaid balance of Fees, as set out in clause 4.7.
- 4.9 **Appropriation:** Save where the Parents expressly state the contrary, the College shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the College to the unpaid account of any other child of the Parents.
- 4.10 **Instalment arrangements:** An agreement by the College to accept payment of current and / or past and /or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the College. Where there are inconsistencies between these Terms and conditions and those of any instalment agreement or invoice issued by the College to the Parents (as applicable), the Terms and conditions of the instalment agreement or the invoice shall prevail.
- 4.11 **Fees in advance:** is made by or on behalf of the Parents will be the subject of a separate agreement.
- 4.12 **Scholarships and bursaries:** Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the College and its staff reasonably. The terms on which such awards are offered and accepted will be notified to the Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed.
- 4.13 **Fees increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase they may give to the College written Notice of Withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of Notice and the Returnable Deposit will be refunded without interest, less any sums owing to the College. For the avoidance of doubt, the increase in fees between stages of the College, e.g. from lower school to middle school, does not constitute an annual fee increase in the terms of this clause, as the increase in fees between lower school and senior school – and at other stages as appropriate – is clearly published in the College's fees list.
- 4.14 **Information about Fees:** The Parents acknowledge that the College may make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools

have been paid. The Parents also acknowledge that the College may inform any other school or educational establishment to which the Pupil is to be transferred if any Fees of this College are unpaid.

- 4.15 **Identity of Fees payer:** From time to time the College may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport.

5 **Educational matters**

- 5.1 **Provision of education:** The College will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The College will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the Pupil will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 5.2 **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head, is most appropriate to the College community as a whole. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. We will endeavour to inform the Parents of significant changes to the curriculum and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of the Pupil's education or progress they should contact the Pupil's tutor, or other appropriate member of staff, as soon as possible, or contact the Head in the case of a serious concern.
- 5.3 **Progress reports:** The College shall monitor the Pupil's progress and shall report regularly to the Parents by means of grades and full written reports.
- 5.4 **Sex education:** The Pupil 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 Pupil to take part in this aspect of the curriculum.
- 5.5 **Public examinations:** The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of his / her professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and / or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from his / her tutors.
- 5.6 **Examination services:** The Head may, after consultation with the Parents and the if appropriate the Pupil, decline to apply for access arrangements or post-examination services if, in his/her professional judgement it is considered not to be in the best interests of the Pupil or the examination cohort to do so.
- 5.7 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the College.

- 5.8 **Learning difficulties:** The College shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The College staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- 5.9 **Screening for learning difficulties:** The screening tests available to schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the College at the Parents' expense or by the Parents themselves.
- 5.10 **Information about learning difficulties:** The Parents shall notify the Head when completing the College's Confidential Information Form and subsequently in writing if at any time they are aware or suspect that the Pupil has a learning difficulty and the Parents must provide the College with copies of all written reports and other relevant information. The Pupil's place will be cancelled, or, once the Pupil has started, Parents will be asked to withdraw the Pupil, without further charge if in the professional judgement of the Head and after consultation with the Parents and with the Pupil (where appropriate), the College is unable to provide adequately for the Pupil's special educational needs. The College reserves the right to charge for the provision of additional teaching where it is lawful to do so.
- 5.11 **Moving up the College:** It is assumed that if the Pupil satisfies the relevant criteria at the time he / she will progress through the College and will ultimately complete Year 13. The relevant criteria for progression through the College are set out in the College Admissions Policy. The Parents will be consulted before the end of the Lent Term if there appears to be any reason why the Pupil may be refused a place at the next year at the College. Unless the Pupil will be leaving at the end of Year 13, the Parents must give a Term's Notice in writing (i.e. before the start of the Summer Term) in accordance with the provisions about Notice in Section 9 below if they do not intend the Pupil to proceed to the next year of the College, or a Term's Fees in lieu of Notice will be payable.
- 5.12 **Intellectual property:** Where the Pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the College may use that work for the purpose of promoting the interests of the College, including exhibiting it, publishing it in the College magazine or putting it or a copy of it on the College's intranet or public website.
- 5.13 **Pupil's work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the College retaining the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. This does not prejudice the Pupil's or the Parents' right to access their personal data under data protection law. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head or staff.
- 5.14 **Consent for educational visits:** A variety of educational visits will be provided for the Pupil. Parents will be provided with relevant information in advance of educational visits. Unless the Parents specifically notify the College in writing that they do not wish the Pupil to take part in a specific educational visit, by signing the acceptance form or agreeing to be bound by these Terms and conditions the Parents consent to the Pupil taking part in all educational visits. These include:
- 5.14.1 visits (including overnight or residential stays) which take place during the weekends or College holidays; or

5.14.2 non- routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the College day; or

5.14.3 adventure activities which may take place at any time; or

5.14.4 visits that cost less than £50.00.

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

5.15 **The cost of educational visits:** The College will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in clause 5.14.1 to 5.14.3 above. The cost of such a visit or any visit with a cost in excess of that stated in clause 5.14.4 will be payable in advance and may be subject to a separate agreement. All additional costs (such as medical costs, taxis, airfares, or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The College reserves the right to prevent the Pupil from taking part in an educational visit while overdue Fees remain unpaid.

6 Pastoral care

6.1 **The College's commitment:** We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the College community and the rights and freedoms of others. The Parents agree that the Head has the right to require the Pupil to remain away from the College temporarily at the home of his /her Parents or education guardian if he considers that the Pupil's presence at the College presents a risk to him / her or to any other pupil. See section 8 below.

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

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

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

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

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

6.6.1 as may accord with good practice; or

- 6.6.2 as may be appropriate and proper for teaching and instruction; or
- 6.6.3 for providing comfort to the Pupil in distress; or
- 6.6.4 to maintain safety and good order; or
- 6.6.5 in connection with the Pupil's health and welfare.

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

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

- 6.7.1 any known medical condition, health problem or allergy affecting the Pupil;
- 6.7.2 any history of a learning difficulty on the part of the Pupil or any member of his / her immediate family;
- 6.7.3 any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Pupil;
- 6.7.4 any family circumstances, court proceedings or court order which might affect the Pupil's welfare or happiness;
- 6.7.5 any concerns about the Pupil's safety;
- 6.7.6 any significant change in the financial circumstances of the Parents in receipt of a bursary from the College;
- 6.7.7 if it is the Parents' intention that the Pupil is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more except when the Pupil is boarding at the College.

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

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

- 6.10 **Leaving College premises:** The College will do all that is reasonable to ensure that the Pupil remains in the care of the College during College hours but does not accept responsibility for the Pupil if he / she leaves College premises in breach of College rules. The College is not legally entitled to prevent a pupil aged 16 years or over from leaving College premises during College hours.
- 6.11 **Residence during Term time:** The Pupil, except when boarding, is required during Term time and at weekends, exeats (permitted periods of time away from College) and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the College. Occasional boarding, charged as an extra, can be provided during Term time for the Pupil where accommodation arrangements have broken down. The Parents must immediately notify the Head in writing if the Pupil will be residing during Term time under the care of someone other than the Parents or his / her education guardian.
- 6.12 **Communications from the Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the College to be received from both Parents unless there is clear evidence of a contrary view. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Pupil from the College. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 9.2.
- 6.13 **Method of communication:** For matters concerning the whole school, the Parents acknowledge that the College will communicate with them by email or the College's Parent Portal. Information regarding the Pupil's progress, including the Pupil's progress reports will be provided to the Parents through the Parent Portal. The Parents also acknowledge that personal communication from the College may be by letter, email or telephone, depending on the circumstances. In each case the decision as to the method of communication will be made at the College's discretion.
- 6.14 **Absence of the Parents:** The Parents must inform the College in writing of the name, address and telephone number for 24 hour contact for the adult who will have the care of the Pupil at any time when both the Parents will be absent from the Pupil's home overnight or for a 24 hour period or longer.
- 6.15 **Education guardians:** The Parents if resident outside the United Kingdom may be required (see the College's Education Guardianship Policy) before Entry to appoint an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the College can apply for authorities where necessary. The College can accept no responsibility for the Pupil when he / she is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the College, in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the College with up to date contact details for the appointed education guardian and shall immediately notify the College of any changes to those details.
- 6.16 **Photographs or images (including video recordings):** The College may obtain and use photographs or images (including video recordings) of the Pupil 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; or

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

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

- 6.17 **Request for confidentiality:** The Parents may ask Us to keep information about the Pupil confidential. For example, You may ask Us to not use photographs of the Pupil in promotional material or ask Us to keep the fact that the Pupil is on the College roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately contact the Head in writing, requesting an acknowledgment of their letter.
- 6.18 **Transport:** The Parents consent to the Pupil travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 6.19 **Pupil's personal property:** The Pupil is responsible for the security and safe use of all his / her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to him / her by the College.
- 6.20 **Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst at College or on the way to and from College or any College-sponsored activity away from College premises.
- 6.21 **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 Pupil 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 Medical Information and Consent Form concerning the Pupil's health and must inform the Head in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease.
- 7.2 **Medical care:** If a boarder the Pupil must be registered on the list of the College Medical Officer while a pupil at the College. The Parents must comply with the College Medical Officer's recommendations which may include a reasonable decision to release the Pupil home or to his / her education guardian when he / she is unwell.
- 7.3 **Medical examination:** The Pupil will have a routine medical examination with the College Medical Officer or other medical staff appointed by him / her, usually during the first Term at the College. Arrangements can be made on request for the Parents to be present but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding.
- 7.4 **Pupil's health:** The Head may at any time require a medical opinion or certificate as to the Pupil's general health where the Head considers it necessary as a matter of professional

judgement in the interests of the Pupil and / or the College community. The Pupil if of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the College community.

- 7.5 **Medical information:** Throughout the Pupil's time as a member of the College, the College Medical Officer shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the College community. Such information will be given and received on a confidential, need-to-know basis.
- 7.6 **First aid and administration of medication:** The Parents consent to appropriately trained and qualified members of College Staff to administering first aid treatment to the Pupil as necessary. In addition, the Parents consent to the administration of prescription and non-prescription medicines by appropriately trained and qualified members of staff as necessary.
- 7.7 **Emergency medical treatment:** The Parents authorise the Head to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

8 Behaviour and discipline

- 8.1 **College regime:** The Parents accept that the College will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the College's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.
- 8.2 **Conduct and attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Pupil will take a full part in the activities of the College, will attend each College day, will be punctual, will work hard, will be well-behaved and will comply with the College rules about the wearing of uniform and general appearance.
- 8.3 **College rules:** The College rules which apply are set out in the Parent Handbook and other documents published from time to time. The Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place.
- 8.4 **College discipline:** The Parents accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the College community as a whole. This may include a requirement for the Pupil to remain away from the College temporarily if it is considered that his / her presence is considered to present a risk to himself / herself or any other pupil. The College's policies on behaviour and discipline current at the time and published on the College website apply to all pupils at the College and at all times when the Pupil is in or at College, representing the College or wearing College uniform, travelling to or from College, on College-organised trips or associated with the College at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the College community or a member of the public, have repercussions for the orderly running of the College or bring the College into disrepute.

- 8.5 **Investigative action:** An allegation, complaint or rumour of misconduct will be investigated. The Pupil may be questioned and his / her accommodation or belongings may be searched in appropriate circumstances. The Pupil will be accompanied and assisted by a pastoral member of staff. All reasonable care will be taken to protect the Pupil's rights and freedoms and the Parents will be informed as soon as reasonably practicable unless the College is prevented from doing so by the police if they are involved. If considered necessary, the College may make arrangements for legal representation for the Pupil to be funded at the Parents' expense.
- 8.6 **Procedural fairness:** Investigation of an allegation, complaint or rumour that could lead to Expulsion, Removal or Withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. If a disciplinary meeting with the Head is required before a decision is taken, the College will make reasonable efforts to notify the Parents or education guardian so that they can attend. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of his / her choice.
- 8.7 **Divulging information:** Except as required by law, the College and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.
- 8.8 **Drugs and alcohol:** The Pupil may be given the opportunity to provide a biological sample under appropriate supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of College rules or policy (see also the College's Misuse of Drugs and Substances Policy and Alcohol Policy). A sample or test in these circumstances will not form part of the Pupil's permanent medical record.
- 8.9 **Sanctions:** The College's current policies on sanctions are available to the Parents on request before they accept the offer of a place. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the College or external community, detention for a reasonable period, withdrawal of privileges, Gating, Rustication or Suspension, or Removal or Expulsion.
- 8.10 **Definitions of sanctions:** The definitions in this clause apply in these Terms and conditions.

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

Gating: means that the Pupil is confined to the College premises for a limited period of time (usually during a weekend) but without further disciplinary consequences.

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

Rustication: means the release of the Pupil to his / her home or to an education guardian for a specified period of time (usually a weekend) but without further disciplinary consequences.

Suspension: means that the Pupil is sent or released home for a limited period as either a disciplinary sanction or if the Head requires him /her to remain away from the College in the circumstances described in clause 8.4 above or pending the outcome of an investigation or pending a Governors' Review.

Withdrawal: has the meaning set out in clause 9.10.

- 8.11 **Expulsion:** The Pupil may be formally expelled from the College if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision to expel shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the College pending the outcome of the Review. See clause 8.16 and clause 8.17.
- 8.12 **Fees following Expulsion:** If the Pupil is expelled, there will be no refund of the Returnable Deposit or of Fees for the current or past Terms. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the College, all arrears of Fees and any other sums due to the College will be payable.
- 8.13 **Removal in other circumstances:** The Parents may be required to remove the Pupil permanently from the College or from boarding if, after consultation with the Parents and if appropriate the Pupil, the Head is of the opinion that:
- 8.13.1 the Pupil has committed a breach or breaches of College rules or discipline for which Removal is the appropriate sanction; or
 - 8.13.2 by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the College; or
 - 8.13.3 one or both of the Parents have treated the College or members of its staff or any member of the College community unreasonably; then
- in these circumstances, and at the sole discretion of the Head, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and the Parents as well as those of the College. The Head's decision to require the Removal of the Pupil shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the College pending the outcome of the Review. See clause 8.16 and clause 8.17.
- 8.14 **Fees following Removal:** If the Pupil is removed or withdrawn in the circumstances described in clause 8.13, the provisions relating to Fees shall be as set out in clause 8.12 save that the Returnable Deposit will be refunded without interest less any sums owing to the College.
- 8.15 **Leaving status:** The College reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after 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 Pupil from the College or from boarding (but not a decision to suspend the Pupil unless the suspension is for 11 College days or more, or would prevent the Pupil taking a public examination). The Head will advise the Parents of the Governors' Review procedure current at that time when he / she informs the Parents of his / her decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice. The request shall be made as soon

as possible and in any event within seven days of the Head's decision being notified to the Parents.

- 8.17 **Pupil's status pending Review:** If the Parents request a Governors' Review, the Pupil will be suspended from College until the review procedure has been completed. While suspended, the Pupil shall remain away from College and will have no right to enter College premises during that time without written permission from the Head.
- 8.18 **Complaints procedure:** A complaint as described in clause 6.2 above which does not involve an Expulsion or Removal of the Pupil must be made in accordance with the College's complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

9 Provisions about Notice

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

before the first day of Term addressed to and received by the Head personally or the Director of Finance on the Head's behalf. It is expected that the Parents will consult with the Head before giving Notice to withdraw the Pupil. The Parents should contact the College if no acknowledgement of the Notice is received from the College within seven days of the date of the Notice.

- 9.3 **A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if:
- 9.3.1 the Parents wish to cancel the place after acceptance; or
 - 9.3.2 the Parents wish to withdraw the Pupil who has entered the College; or
 - 9.3.3 following the GCSE year or Year 12, the Pupil will not return for the following year even if he / she has achieved the required grades.
- 9.4 **Provisional notice:** is allowed only at the discretion of the Head and is valid only for the Term in which it is given. Provisional notice must be in writing and received by the Head.
- 9.5 **Fees in lieu of Notice:** in circumstances where the Parents have not given a Term's Written Notice, Fees in lieu of Notice means Fees in full at the rate applicable for the next Term following Withdrawal and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. The Parents acknowledge that the requirement to pay one Term's Fees in lieu of Notice is necessary to promote financial stability at the College and to enable it to plan its staffing and other resources.

- 9.6 **Cancellation:** means the cancellation of a place at the College which has been accepted by the Parents and which occurs before the Pupil enters the College or where the Pupil does not enter the College. Please see clause 3.1 for details of when Entry to the College occurs.
- 9.7 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either of the Parents meeting face to face with a member of the College staff during the contractual process, the Parents have the right to cancel this agreement at any time within 14 days of the day following the date on the acceptance form. Information about the right to cancel and how to cancel is set out in the College's cancellation notice and form published on the College website. In such circumstances the Guarantee Deposit and the Returnable Deposit (if paid) will be refunded together with any Fees paid pro-rated if the College has provided any educational services under this agreement.
- 9.8 **Cancelling acceptance:** The Cancellation of the place after acceptance can cause long-term loss to the College if it occurs after other families have taken their decisions about schooling for their children and if applicable after the expiry of the 14 day period described in clause 9.7 above. The College agrees to limit the liability of the Parents to:
- 9.8.1 one Term's Fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession), less the Guarantee Deposit and Returnable Deposit (if paid), payable as a debt immediately if less than a Term's Written Notice of Cancellation has been given; or
- 9.8.2 the Guarantee Deposit and Returnable Deposit (if paid) if more than a Term's Written Notice has been given.
- 9.9 **Cancelling a place offered in the Term before Entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry, the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the acceptance form. If clause 9.7 applies the four week period shall start when the 14 day cancellation period expires. The Guarantee Deposit will then be retained by the College. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation they will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry, less the Guarantee Deposit, payable as a debt.
- 9.10 **Withdrawal:** means the withdrawal of the Pupil from the College by the Parents or the Pupil with or without Notice required under these Terms and conditions at any time after the Pupil has entered the College. Please see clause 3.1 for details of when Entry to the College occurs. See also clause 4.6, clause 9.11 and clause 9.12.
- 9.11 **Withdrawal by the Parents:** If the Pupil is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 4.6, Fees in lieu of Notice less the Returnable Deposit will be due and payable as a debt immediately.
- 9.12 **Withdrawal by the Pupil:** The Pupil's decision to withdraw from the College shall, for these purposes, be treated as a Withdrawal by the Parents.
- 9.13 **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Head or with the Head's authorised deputy before Notice of Withdrawal is given by the Parents.

- 9.14 **Change of boarding to day status:** The Parents must obtain the express permission of the Head in writing if the Parents or the Pupil wishes to change from boarding to day status at least a full Term before they wish the change to take effect. At the discretion of the Head, the College has the right to postpone or refuse a transfer request and the Head will consider the best interests of the Pupil and the College in reaching the decision. Any such place is subject to the availability of places.
- 9.15 **Discontinuing extra tuition:** A Term's Written Notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.
- 9.16 **Termination by the College:** The College may terminate this agreement on one Term's notice in writing sent by ordinary post. The College will not terminate this agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Returnable Deposit will be refunded without interest, less any outstanding balance of Fees. The College may terminate this agreement immediately where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the College.

10 Events beyond the control of the parties

- 10.1 **Force majeure:** An event beyond the reasonable control of the College or the Parents is a **Force Majeure Event** and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 10.2 **Notification:** If either the College or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 10.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 10.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 10.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

11 General contractual matters

- 11.1 **Data protection:** The College has a parent privacy notice and pupil privacy notices which explain how the College will use the Parent's and the Pupil's personal data. Key information from these privacy notices are provided with the letter of offer. The privacy notices are also published on the College's website. The Parents must read these privacy notices in full and not just the key information before signing the acceptance form. If the Pupil is going to enter Year 7 or above the Parents must show the Pupil a copy of the pupil privacy notice and discuss it with him / her before accepting the offer of a place.
- 11.2 **Change:** The College, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the College rules and procedures, the disciplinary framework, and the length of College Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the

benefit and burden of this agreement may be freely assigned to another party at the discretion of the College.

- 11.3 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these Terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and conditions affects the Parents' statutory rights.
- 11.4 **Consultation:** It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the College will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice in writing of:
- 11.4.1 a change of ethos or culture; or
- 11.4.2 a change in any physical aspect of the College which would have a significant effect on the Pupil's education or pastoral care; or
- 11.4.3 a change of ownership of the College.
- 11.5 **Information for parents:** We provide parents of prospective pupils with information about the College and the educational services we provide in good faith. This information may be contained in the College's prospectus / website / promotional literature and/or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Head that the information is accurate before returning a completed acceptance form to the College.
- 11.6 **Third party rights:** Only the College and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 11.7 **Interpretation:** These Terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these Terms and conditions.
- 11.8 **Jurisdiction:** This contract was made at the College and it, together with each matter relating to the provision of educational services by the College, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Ellesmere College Limited: Private Limited Company
Registered in England, Company Number: 05066406
Registered Office: Ellesmere College, Ellesmere, Shropshire SY12 9AB
Registered Charity Number: 1103049

July 2019

Summary of clauses containing financial consequences

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