



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 (including DUCKS). Together with any letter of offer, any acceptance form signed by the Parents and the Fees List, these terms and conditions form the legally-binding contract 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 the Parents' attention to the provisions of paragraphs 2.16, 8, 9 and 10. If the Parents have any queries regarding these terms and conditions please contact the Clerk to Governors, Dulwich College, Dulwich Common, London SE21 7LD.**

1.3 For the avoidance of doubt (and if not terminated before then) the Parent Contract will automatically come to an end (without the Parents or the College having to give the other notice) when the Pupil comes to the end of Year 2 at DUCKS. The ending of the Parent Contract in this way will not affect any legal rights or obligations that have already arisen (for example the Parents' obligation to pay any outstanding Fees). After the Parent Contract ends, the parties will keep any rights they each have as a matter of general law.

2. Terminology

2.1 "acceptance form" means the document produced by DUCKS which (once signed) confirms acceptance of the offer of a place at DUCKS for the Pupil.

2.2 "admission" occurs when Parents accept the offer of a place for the Pupil.

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 "DUCKS" means Dulwich College Kindergarten and Infants School.

2.5 "Entry" is the date when the Pupil attends or is due to attend DUCKS for the first time as a pupil of DUCKS pursuant to the Parent Contract.

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) fees for extra tuition; (v) examination fees; (vi) any fees payable in respect of the coach service; (vii) other extras such as 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; (viii) any fee and expenses charged by the College for helping the Pupil to apply for or renew a visa to study in the United Kingdom or to visit any country as part of a College-organised trip; (ix) compensation for negligent or wilful loss of or damage to property belonging to any person by the Pupil; and (x) 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 DUCKS that term.

2.8 "Fees List" means the note of DUCKS' prevailing fees notified to the Parents from time to time, a copy of which is available on the College's website and from DUCKS at any time upon request.

2.9 "Force Majeure Event" means a circumstance that is outside the reasonable control of a party to the Parent Contract, including any of the following: (i) acts of God, fire, flood, storm, heatwave, drought, earthquake, volcanic activity or other serious natural events; (ii) disruption of transport by weather conditions or other natural events; (iii) epidemic or pandemic; (iv) terrorist attack or threat, or government or police action in relation thereto; (v) civil unrest, commotion, protests or riots; (vi) war, threat of or preparation for war, armed conflict, sanctions, embargoes or breaking-off of diplomatic relations; (vii) nuclear, chemical or biological contamination or accident; (viii) any law or regulation; (ix) any act or omission by a governmental or public authority (including any order, rule, regulation, guidance, decision or direction); (x) collapse of buildings, fire, explosion or accident; (xi) any labour or trade disputes, strikes, industrial action or lockouts; (xii) non-performance by suppliers or contractors; and (xiii) interruption or failure of a major utility or technology service.

2.10 "Governors" mean the governing body of the College, who are charity trustees and responsible for the governance of the College.

2.11 "Head of DUCKS" means the head teacher of DUCKS and includes those to whom any of the duties or function of that person have been delegated.

2.12 "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.

2.13 "Parents" means any person who has signed the acceptance form and "Parents" means all such persons.

2.14 "the Pupil" is the child named on the acceptance form. The age of the Pupil will be calculated in accordance with DUCKS's normal custom.

2.15 "suspension" means that a pupil has been sent or released home for a limited period (for example as a disciplinary sanction or pending the outcome of an investigation or by reason of non-payment of Fees).

2.16 A "term's notice" means written notice given before the first day of a term and expiring at the end of that term.

2.17 "VAT" means value added tax.

2.18 A "working day" means a day which is not a Saturday or Sunday, nor an English public holiday.

- 2.19 In this document a reference to the parties to the Parent Contract means (i) the College; and (ii) the Parents.
- 2.20 In these terms and conditions the College sometimes provides illustrative examples to try and provide the Parents with a better understanding of what the College is referring to. We do this by using the words "for example", "includes" or "including". The examples that are then given are not exclusive or limiting examples of the matter in question.

3. Admission and Entry to DUCKS

- 3.1 **Registration and Admission:** Applicants will be considered as candidates for admission and entry to DUCKS 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 any applicable 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 in the Kindergarten or the Infants School at DUCKS. The acceptance deposit is not refundable if the Pupil does not take up their place at DUCKS (see paragraphs 9.2 and 9.3 below), unless stated otherwise in these terms and conditions. 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 Kindergarten or the Infants School at DUCKS. 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 **Pupils with Parents overseas - First Term's fees payable on acceptance:** 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. The tuition fees paid in advance will be credited on the invoice for the first term's fees.
- 3.5 **Immigration:** (i) In order to comply with the College's responsibilities as a Home Office licensed sponsor, 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). (ii) If the Pupil does not have British or Irish citizenship and the Parents do not request that the College sponsors

the Pupil to enter and study in the United Kingdom: (a) 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; and (b) the Parents will provide the College with such documentation as the College may reasonably require to evidence the Pupil's legal right to be in the UK and attend the College and will inform the College immediately of any change in visa status. (iii) The provision of false information regarding the Pupil's nationality or immigration status will be considered a material breach of the Parent Contract. (iv) 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. (v) Where the Pupil holds a Child Student visa that is sponsored by the College the Parents shall immediately inform the College of any intended or actual change in the Pupil's accommodation arrangements during their period of sponsorship; (vi) If the Pupil holds a Child Student visa sponsored by the College, the Pupil may be required to leave the College on immediate notice and without refund of the acceptance deposit or any other Fees paid if the Parents: (a) have arranged accommodation for the Pupil which does not meet the requirements of the Child Student Immigration Rules; or (b) are uncooperative or act in a way that might jeopardise the College's licence to act as a sponsor [e.g. a refusal or delay in providing relevant information or documentation].

4. Pastoral Care

- 4.1 **Meaning:** Pastoral care is a theme that runs throughout all aspects of life at DUCKS and is directed towards the happiness, success, safety and welfare of each pupil and the integrity of DUCKS community.
- 4.2 **Equal Treatment:** DUCKS welcomes staff and children from many different ethnic groups, backgrounds and creeds and acknowledges its statutory obligation to make reasonable adjustments to accommodate the needs of children who have disabilities.
- 4.3 **Ethos:** DUCKS 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. DUCKS and its staff will act fairly in relation to pupils and parents and we expect the same of pupils and parents in relation to DUCKS and its staff. DUCKS's anti-bullying policy is available on request from the Head's Office and is on its 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 Head's Authority:** The Parents authorise the Head of DUCKS 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.
- 4.6 Confidentiality:** The Parents authorise the Head of DUCKS 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 Pupil's Rights:** 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 relevant pupil. However, the College is not obliged to provide information about a pupil to such a person where: (i) a court order has been made to the contrary; (ii) in the College's reasonable opinion withholding information from that person is in the relevant pupil's best interests; or (iii) the College does not believe the person in question has legal or parental responsibility for the relevant pupil. At the same time, the College reserves the right to give information about a pupil to another person where: (a) the College believes that that person has legal or parental responsibility for that pupil; and (b) 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 DUCKS details of: (i) any medical condition, health problem or allergy affecting the Pupil; (ii) any behavioural, emotional or social difficulty that the Pupil may have (iii) any disability, learning difficulty or special educational need that the Pupil may have; (iv) any circumstances which might affect the Pupil's welfare, safety or happiness; (v) any Court order affecting the Pupil's care or welfare; and (vi) any changes regarding matters falling within (i) to (v) that were previously disclosed to DUCKS.
- 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 DUCKS 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 DUCKS curriculum and they acknowledge that while DUCKS will provide appropriate supervision the risk of injury cannot be eliminated. For the avoidance of doubt, corporal punishment is illegal.
- 4.11 Off College Premises:** The College is not responsible for the welfare of the Pupil whilst off College premises unless the Pupil is taking part in a College activity or otherwise under the direct supervision of a member of College staff.
- 4.12 Complaints:** Any question, concern or complaint about the pastoral care or safety of the Pupil should be notified immediately to the Head of DUCKS. 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 Head of DUCKS, the Master or any Deputy Master considers such exclusion to be in the best interests of the Pupil, DUCKS or the College.
- 4.14 Residence during Term-time:** Pupils are required during term-time (including weekends) to reside with a parent or legal guardian or with an education guardian acceptable to the Head of DUCKS. The Head 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 pupils of compulsory school age must attend DUCKS throughout term-time and that (save in exceptional circumstances and with the prior agreement of the Head of DUCKS) these pupils may not be taken out of school during term-time to go on holiday or for any other reason. The Parents acknowledge that a pupil's absence from school disrupts both their own education and the education of their fellow pupils. When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, DUCKS 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 DUCKS can apply for authorities when necessary. The College can accept no responsibility during exeat (permitted periods of time away from school), half term or the holidays for pupils whose parents are resident abroad. The parents and guardians of such pupils must make holiday arrangements, including travel to and from DUCKS, 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 and share information relating to the Pupil and the Parents (including names, contact details, school records, photographs and video recordings) whilst the Pupil is at DUCKS and after the Pupil has left, for various purposes connected with the running of DUCKS and the College including: Managing relationships between DUCKS and current pupils/ parents; fulfilling the College's obligations under the Parent Contract; promoting DUCKS to prospective pupils/ parents; publicising DUCKS'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 prospectuses 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: (i) in order to comply with any court order, request from or referral to an appropriate authority or legal, regulatory or good practice requirement; (ii) to perform the College's obligations under the Parent Contract and for the purposes set out in the Parent Contract; and (iii) 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 prospectuses, website and any editorial or advertising in the media) or in communications with other pupils (the intranet), alumni (e.g. the school magazine), donors and feeder schools or to be shared with any other school, educational body or charity with whom DUCKS carries on joint activities or educational programmes. If the Pupil has sufficient maturity, 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.
- 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 Insurance:** The Parents are responsible for insurance of the Pupil's personal property whilst on College premises or on the way to and from DUCKS or participating in any DUCKS-organised activity away from College premises. From time to time the College may arrange or suggest insurance for pupils (e.g. personal accident insurance) but the College does not accept a contractual duty to do so. The Parents may obtain further information about insurance on application to the Fees Administrator. It is the Parents' responsibility to arrange for a claim to be made if the Pupil is the insured person under any relevant insurance policy.
- 4.22 Force Majeure:** (i) Subject to sub-paragraph (ii) below, neither the College nor the Parents will be liable if and for so long as they are unable fully or promptly to perform their obligations under the Parent Contract as a result of a Force Majeure Event provided they do everything they reasonably can to mitigate its effect. (ii) Sub-paragraph (i) shall not apply to the payment obligations of the parties to the Parent Contract. (Please see also paragraph 11.7 below.)

5. Health and Medical Matters

- 5.1 Medical Declaration:** Within 7 days of DUCKS' request, the Parents will complete and return a medical declaration concerning the Pupil's health. The Parents must inform the Head of DUCKS in writing if the Pupil: (i) develops any medical condition, health problem or allergy; (ii) suffers an injury that may affect the Pupil's ability fully to participate in school activities (academic, co-curricular or supra-curricular); (iii) is unable to take part in games or sporting activities, or (iv) has contact with any infectious disease.
- 5.2 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.
- 5.3 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.
- 5.4 Emergency Medical Treatment:** The Parents authorise the Head of DUCKS, 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.
- 5.5 Emergency Contacts:** The Parents shall provide DUCKS with the contact details for two emergency contacts (both adults) in respect of the Pupil.
- 5.6 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 the Pupil to return to DUCKS until such time as DUCKS believes the health risk has been averted. DUCKS 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:** DUCKS will provide its educational services with all reasonable care and skill.
- 6.2 Organisation:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head of DUCKS, is most appropriate to DUCKS 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 DUCKS day and terms, to the curriculum, to the sports and co-curricular provision and to the premises.

6.3 Progress Reports: DUCKS monitors the progress of each pupil and reports regularly to parents by means of written reports and parents evenings.

6.4 Personal, Social and Health Education: All pupils will receive health, relationships and life skills education appropriate to their age in accordance with the curriculum from time to time.

6.5 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. The College is not obliged to disclose references in relation to the Pupil that are supplied by or to the College and/or DUCKS in confidence.

6.6 Special Educational Needs and Disabilities: DUCKS is not qualified to make a medical diagnosis of conditions that affect learning (e.g. dyslexia, dyspraxia, attention deficit hyperactivity disorder and autism spectrum conditions). 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 Head of DUCKS in writing if they are aware or suspect that the Pupil may have a learning difficulty, or that reasonable adjustments or special arrangements may need to be made for the Pupil. In such cases, the Parents must provide DUCKS with copies of all written reports and other information reasonably requested by DUCKS to assist DUCKS in understanding the Pupil's needs and the basis and scope of any required adjustments or arrangements. DUCKS will then consider what further action (if any) should be taken. In such circumstances, the Parents should engage with DUCKS in a cooperative and transparent manner and provide assistance in relation to matters concerning the Pupil's progress and needs (including permitting DUCKS input in relation to obtaining any formal assessments).

6.7 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 DUCKS for a purpose associated with DUCKS. 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. 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.

6.8 Trips: The Pupil will be able to participate in a variety of trips and educational visits whilst at DUCKS. The cost of some DUCKS trips and visits will be charged as an extra. The Pupil is subject to DUCKS's discipline in all respects whilst engaged in a DUCKS 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. DUCKS will do all that is reasonable to ensure that the Pupil is appropriately supervised.

7. Behaviour and Discipline

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

7.2 Discipline: DUCKS 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 Head of DUCKS to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each pupil and DUCKS's 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 and in the supplement to the DUCKS prospectus. 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 Suspension in connection with investigations or risk: DUCKS reserves the right to suspend the Pupil from school and require the Pupil to remain away from school: (i) pending the outcome of any investigation; or (ii) where the Head of DUCKS considers that the Pupil's presence presents a risk to themselves or others.

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 General: 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 DUCKS; (iii) do

all that they reasonably can to ensure the Pupil attends DUCKS each school day, is punctual and appropriately dressed; (iv) promptly inform DUCKS if the Pupil is unable to attend DUCKS due to sickness or injury; (v) do all that they reasonably can to ensure that the Pupil works hard, is well-behaved and complies with the College Rules; (vi) encourage the Pupil in their studies and give the Pupil appropriate support at home; (vii) keep DUCKS informed of matters affecting the Pupil of which DUCKS needs to be aware; (viii) inform DUCKS as soon as possible if the Parents have concern as to a matter of safety, care, discipline, education or progress regarding the Pupil; (ix) maintain a courteous and constructive relationship with College staff (ensuring the tone and content of the Parents' communications are reasonable and appropriate); (x) engage with the College in a reasonable, co-operative and transparent manner; (xi) provide assistance to DUCKS to enable the Pupil to participate and benefit from DUCKS' provision of education (including where DUCKS wishes to provide such education remotely); (xii) attend meetings and otherwise keep in touch with the College; and (xiii) set a positive example for children by modelling good conduct and showing respect for others.

8.2 Parental Responsibility: The Parents will promptly disclose to the Head of DUCKS if any person who has not signed the acceptance form in respect of the Pupil has (or acquires) parental responsibility for the Pupil and at the same time shall provide their contact details to DUCKS. Thereafter, the Parents shall ensure that DUCKS always has the up-to-date contact details for the said person(s), including mobile phone and email address.

8.3 Consultation amongst Parents: The Parents acknowledge that (save in exceptional circumstances) they should consult with each other and any other person having parental responsibility for the Pupil in relation to significant matters or decisions regarding the Pupil's education.

8.4 Change of circumstances: The Parents shall (as soon as possible) 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).

8.5 Information on Parents' identity and source of funds: From time to time the College may ask the Parents to provide the College with information so that the College can properly and accurately verify to its satisfaction: (i) the Parents' identity; (ii) the Pupil's identity; (iii) that the Parents are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority; (iv) the Pupil's right to enter, live and study in the United Kingdom; and (v) the source of the funds the Parents are using to pay the Fees. The Parents must provide the College with any such information and documentation that the College reasonably asks for.

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 before Entry; (ii) to withdraw the Pupil from DUCKS on or after Entry; or (iii) the Pupil to discontinue extra tuition that is being charged for by the College. Notice must be addressed to the Head of DUCKS. 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 on more than a full term's notice before Entry they will not be required to pay Fees in lieu of notice but the deposit will be retained by the College.

9.3 If the Parents cancel their acceptance of a place less than a term before Entry or the Pupil does not join DUCKS 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 in lieu of notice which the Parents will owe the College.

9.4 If the Pupil is withdrawn from DUCKS on less than a term's notice on or after Entry, 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 of Fees in lieu of notice in paragraphs 9.3 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 Head of DUCKS before giving notice to withdraw the Pupil from DUCKS.

10. Termination by the College

10.1 The College may require the Parents to withdraw the Pupil from DUCKS, by giving the Parents not less than a term's notice at any time.

10.2 The College may require the Parents (by giving the Parents not less than one month's written notice) to withdraw the Pupil from DUCKS at the end of a term if the Master is of the opinion that: (i) the conduct or progress of the Pupil has been unsatisfactory; or (ii) the Pupil is unwilling or unable to profit sufficiently from the educational opportunities offered by DUCKS; or (iii) DUCKS is unable to meet the Pupil's needs (including cases where DUCKS cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by the Pupil). 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 require the Parents to withdraw the Pupil from DUCKS (by giving the Parents immediate written notice) if the Master concludes that: (i) 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 the College); or (ii) the Pupil's conduct or behaviour (including conduct or behaviour outside College) has been unsatisfactory to a serious extent and the required removal is in the College's best interests and/or those of the Pupil and/or of other pupils. 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). The College's Policies (including its Behaviour Policies) set out non-exhaustive lists of examples of behaviour that the College regards as serious misconduct.

10.4 The College may require the Parents to withdraw the Pupil from DUCKS (by giving the Parents immediate written notice) if: (i) the Parents commit a material breach of their obligations under the Parent Contract; (ii) a Parent provides false information to the College or any person acting on behalf of the College (e.g. a company carrying out bursary assessments for the College); (iii) a Parent is or becomes a designated person for the purpose of the anti-money laundering legislation or other UK law; or (iv) it becomes unlawful for the Pupil to remain at the College and/or for the College to accept payment of Fees from the Parents (or one of them) due to international sanctions or other legal measures. For the purposes of sub-paragraph (i), 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 requires the Parents to withdraw the Pupil from DUCKS, matters concerning the Pupil's leaving status will be discussed by the Head of DUCKS 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 If the College requires the Parents to withdraw the Pupil from DUCKS in accordance with any of the provisions of this paragraph 10, the Pupil shall cease to be a pupil of DUCKS on the date specified by the College in its written notice.

10.7 The College will not require the Parents to withdraw the Pupil from DUCKS without good reason.

10.8 A reference in College policies to "permanent exclusion" of a pupil includes where parents are required to withdraw a pupil from DUCKS pursuant to these Terms and Conditions.

10.9 If the Parents wish to complain about the College's decision to require the Pupil to leave DUCKS, 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 parents overseas) Fees are due and payable on the first working day before the first day of the 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 subject to satisfactory completion of the College's additional certification requirements (including completing and returning an international payment request form, together with supporting evidence). Payment in cash or cryptocurrency 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 in respect of the Pupil is jointly and severally liable for the whole of the Fees because the Parent Contract applies to the Parents together and each Parent on their own. This means they must each ensure that all of the Fees are paid to the College. 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 the Pupil is released home before the normal end of term; or (c) if DUCKS has to close for a period due to a Force Majeure Event.

11.8 **Advance Payment of Fees Schemes:** Schemes under which a lump sum prepayment is made by or on behalf of the Parents: (i) will be the subject of separate terms and conditions 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 leaving earlier than expected (provided that 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); and (ii) may be subject to the satisfactory completion of additional verification requirements.

11.9 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 (i) less than a term's notice is given by the College in respect of a tuition fee or boarding fee increase of greater than 8% (excluding VAT); and (ii) within 21 days after the Parents receive notice of the increase they give the College less than a term's notice that they are withdrawing the Pupil from the College, the Parents will not incur a term's Fees in lieu of notice.

11.10 Money Laundering: The College may refuse to accept a payment where it has reason to believe that it would be unlawful to do so. For the avoidance of doubt, the College cannot accept payment in cash.

11.11 Part Payment: Any sum tendered that is less than the sum due and owing may be accepted by the College on account only.

11.12 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.

11.13 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 (unless an express release has been signed by the College's Chief Financial Officer) and does not affect the operation of any other of these terms and conditions. Prior to accepting or following receipt of a payment from a third party, the College may seek to understand the fee payer's connection to the Pupil and the Parents may be required to comply with additional verification requirements. The College reserves the right to refuse a payment from a third party.

11.14 Late Payment Charges: An administration charge of 1% will be added to the balance of Fees not paid by the first working day before 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 by 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.

11.15 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 one day's written notice. The College may give the Parents conditional notice of suspension in advance (i.e. a notice informing them that the Pupil will be suspended from DUCKS from a date specified in the notice if Fees due to be paid to the College have

not been received by the College before that date). Whilst the Pupil is suspended: (i) the Parents shall ensure that the Pupil is appropriately supervised and does not come into DUCKS; and (ii) 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, the Pupil will be deemed to have been withdrawn from DUCKS by the Parents without notice (unless the College agrees otherwise in writing).

11.16 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.

11.17 Non-payment of supplemental charges: The College may refuse to allow the Pupil to participate in the relevant extra-curricular activity or receive the relevant service, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.

11.18 References etc: DUCKS 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. DUCKS 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.

11.20 Applicable tax etc: All Fees and other amounts charged by the College are exclusive of any applicable taxes, levies and/or duties (e.g. VAT), which will be payable in addition by the Parents.

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. Subject to paragraph 13.3, the College will normally 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 all persons who have signed the acceptance form.

12.2 Electronic signature: The College shall have a discretion as to whether (and on what basis) to accept electronic signature of an acceptance form or other documentation by the Parents and may insist upon manuscript signature.

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 DUCKS 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. If the Parents are relying on particular information provided to them by or on behalf of the College when deciding whether to accept a place for their child at the College, they should seek written confirmation from the College that the information in question is accurate before returning their signed acceptance form to the College.

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. Notices

13.1 General: All notices required to be given under the Parent Contract must be given in writing and must be delivered by hand or first class post or sent by email.

13.2 Change of Address: 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 in respect of the Pupil.

13.3 Notices given by the Parents: Notices that the Parents are required to give under the Parent Contract must be sent by post and/or email to the Master or the Head of DUCKS. A notice sent to the Master or the Head of DUCKS by email must be sent to their email

address shown on the College's website. In the case of a notice of withdrawal of the Pupil from DUCKS by the Parents, the notice must be signed or emailed by each of the Parents (unless the College agrees otherwise in writing).

13.4 Notices given by the College: Notices given by the College to the Parents under the Parent Contract will be sent by the College by post and/or email to the postal and/or email address in its records. Unless other arrangements are agreed in writing between the Parents and the College, a notice given by the College to any person who has signed the acceptance form in respect of the Pupil shall be treated as having been given to all such persons. A notice that is sent by the College via 'DulwichPost' or 'DUCKSPost' shall be treated as having been sent by email.

13.5 Notices sent by post: If sent by first class post, a notice shall be deemed to have been given on the second working day after the date of posting.

14. Distance Contracts

14.1 Initial 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 the Pupil at DUCKS 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 DUCKS for the Pupil. It then expires. To exercise this statutory right to cancel, the Parents must inform the College of their decision to cancel the Parent Contract by a clear statement (e.g. a letter sent by post or email to the Master) before the end of the cancellation period. A letter sent by email to the Master must be sent to the Master's email address shown on the College's website. 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.



DUCKS

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