Parent Contract

Independent School for Boys and Girls

Ellesmere College

January 2026

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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 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 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 **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 11.6 for further information.

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

1.4 **Managing change:** 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.

1.5 **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 Head 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 a Deputy Head as appropriate.

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

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Terms and conditions. Fees payable by a third party (for example, an employer, grandparent, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the College, the Parents and the third party. Please also see clause 4.3 and clause 11.7.

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

2.6 **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 **Ethos and character**: 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.

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 Child Student sponsor licence. 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

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documentation required to be kept by the College in order to comply with its duties as a Child Student sponsor, including the passport, visa, vignette and /or appropriate proof of the Pupil's immigration status and, where necessary, the Parents. The Parents shall immediately inform the College of any intended or actual change in the Pupil's accommodation arrangements during their period of sponsorship. Please also see clause 9.14.

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 together with taxes, as applicable, 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 or where it has reason to believe that it may be unlawful to accept the payment.

4.3 **Payment of Fees by a third party**: An agreement with a third party to pay the Fees or any other sum due to the College does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and conditions unless an express release has been given in writing, signed by the 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 other safety related or good reasons; 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 theparties.

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4.6 **Exclusion for non-payment**: The College may exclude the Pupil by providing written notice if at any time payment of any amount is overdue, including where the College refuses to accept a payment under clause 4.2.

If the Pupil is excluded for a period of 28 days or more in such circumstances, 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 there is no right to a Governors' Review. The College may withhold any information, character references or property while any sum remains remain overdue where it is lawful to do so.

4.7 **Late payment**: Simple interest may be charged on a day-to-day basis on overdue invoices. The rate of interest charged will be 1.5% per month accruing on a daily basis. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the College in the recovery of any unpaid Fees or other sums due regardless of the value of the College's claim and Part 45 of the Civil Procedure Rules 1998 shall not apply.

4.8 **Part-payment:** Any sum tendered by or on behalf of the Parents 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, as set out in clause 4.7.

4.9 **Appropriation:** Payments will usually be allocated by the College to the earliest balance on the Fees account. 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.

4.10 **Instalment arrangements and Fees in advance:** An agreement by the College to accept payment in advance or by instalments is discretionary 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 additional agreement or invoice issued by the College to the Parents (as applicable), the Terms and conditions of the additional agreement or the invoice shall prevail.

4.11 **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.

4.12 **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 senior 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.

4.13 **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 suchschools 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 sums due to this College are unpaid.

4.14 **Identity of Fees payer and source of funds:** From time to time the College may need to obtain

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satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport, or the source of any funds used to pay Fees and the Parents agree to provide such information as reasonably requested by the College in this respect.

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. This may be by online or other form of remote learning. We will endeavour to inform the Parents of significant changes to the curriculum and the reasons for them as soon as practicable. 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. 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 including relationships and sex education appropriate to his / her age in accordance with the curriculum from time to time. The Parents may withdraw the Pupil from some or all of the sex education delivered as part of statutory relationships and sex education at any time up to and until three terms prior to the Pupil's 16th birthday by giving formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum. After that time, the Pupil may decide for themselves if they wish to receive sex education. The Pupil cannot be withdrawn from relationships education.

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. Public examination results will usually be shared with the Pupil's parents where requested.

5.6 **Examination services:** The Head may, after consultation with the Parents and if appropriate the Pupil, decline to apply for 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

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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. The Parents agree to cooperate fully with any investigation of the Pupil's educational needs and any refusal to do so may be regarded as unreasonable behaviour. See also clause 8.12.5.

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. 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, the Parents will withdraw the Pupil, upon request, 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's usual provisions regarding Notice of Withdrawal and Fees in lieu of Notice do not apply in these circumstances. The College reserves the right to charge for the provision of additional teaching and / or other support arrangements 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 usually 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, social media 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:

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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 £60.00.

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 if any amount due to the College remains unpaid or where it is deemed inappropriate for them to take part for reasons of discipline or safety.

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 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:

6.1.1 pending the outcome of an investigation; or

6.1.2 if the Head considers that the Pupil's presence at the College presents a risk to himself / herself or to any other pupil or to any member of the College community.

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. The Parents will remain courteous and respectful at all times in their dealings with the College regardless of any complaint in line with the Staff Protection Policy. A copy of this and the College's complaints procedure can be supplied on request. See also clauses 8.12.5 and 8.17.

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 ensure good order and safeguard and promote the Pupil's welfare, and the welfare of other pupils or staff. Please see Section 7 below.

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6.5 **Culture:** The culture 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 and any member of the College community.

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 inconfidence:

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 orders 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 circumstances of the Parents, including any changes to the Parents' financial circumstances or if either of the Parents is a Designated Person under any UK enactment or convicted of a criminal offence anywhere in the world;

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 any internet-based platform; and

6.8.3 mobile electronic devices.

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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 immediately notify the Head in writing of any family circumstances, court proceedings or court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. The Head may exclude one or both of 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 UK, must before Entry appoint an education guardian for the Pupil in the UK who has been given legal authority to act on behalf of the Parents in all respects and to whom the College can apply for authorities when necessary- please refer to the Educational Guardianship Policy. 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 Parents are responsible in each case for making suitable arrangements to appoint an education guardian. The Parents shall immediately on appointment provide the College with up to date contact details for the Pupil's appointed education guardian and shall immediately notify the College of any changes to those details. The Parents shall upon request provide such further information to

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the College as it reasonably requires to satisfy itself that the proposed appointment and or arrangements are suitable. Failure to provide such information upon request may constitute unreasonable behaviour. See clause 8.12.5.

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 privacy notice for more information about how the College uses photographs and videos of pupils.

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. The Parents will not record meetings or discussions with any staff member or representative(s) of the College without consent.

6.18 **Transport:** The Parents consent to the Pupil travelling by any form of publictransport 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 ofall 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 breach of another legal duty which causes 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. Such examinations usually take place during the first Term at the College. Arrangements can be made on request for

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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 **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 or a second emergency contact cannot be contacted in time.

8 Behaviour and discipline

8.1 **College regime:** The Parents accept that the College will be run in accordance with the authorities delegated by the Governing Body to the 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. The Parents accept that the College's policies, procedures and regime may be subject to change at short notice, if in the opinion of the Head it is deemed appropriate to do so in the circumstances prevailing at the time.

8.2 **Conduct and attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the 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, the College website 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 carry out searches and investigations and take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and / or any other pupil and / or the College community as a whole. The College's policies on behaviour and discipline current at the time and published on the College website apply to all pupils at the College and at all times when the Pupil is in or at College (including when engaged in online or remote learning), representing the College or wearing College uniform, travelling to or from College, on College-organised trips, engaging with other members of the College community or when they are otherwise 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 could bring the College into disrepute.

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8.5 **Investigative action:** A concern, 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 Parents will be informed of any searches for prohibited items and that the Pupil may face formal disciplinary sanctions, unless the College is prevented from doing so. If considered necessary, the College may make arrangements for legal representation for the Pupil to be funded at the Parents' expense.

8.6 **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.

8.7 **Drugs and alcohol:** The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of College rules or policy (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.

8.8 **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.

8.9 **Definitions of sanctions:** The definitions in this clause apply in these Terms andconditions.

Expulsion: means that the Pupil is required to leave the College permanently in circumstances described in clause 8.10.

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

Removal: means that the permanent removal of the Pupil from the College is required in circumstances described in clause 8.12.

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

Suspension: means that the Pupil is sent or released home for a limited period as a disciplinary sanction or pending a Governors' Review.

Withdrawal: has the meaning set out in clause 9.6.

8.10 **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 serious breach of discipline or a 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 8.15 and clause 8.16.

8.11 **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.

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8.12 **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:

8.12.1 the Pupil has committed a breach or breaches of College rules or discipline for which Removal is the appropriate sanction; or

8.12.2 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

8.12.3 the Pupil's presence at the College presents a risk to himself / herself and / or to any other pupil and the Pupil's Removal is considered necessary and proportionate; or

8.12.4 the College is no longer able to provide adequately for the Pupil's special educational needs; or

8.12.5 one or both Parents have behaved unreasonably, including but not limited to if they have treated the College or members of its staff or any member of the College community unreasonably (please refer to the Staff Protection Policy) or acted in a way which could bring the College into disrepute.

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. A Withdrawal under this clause is not subject to a Governor's Review. See clause 8.15 and See clause 8.16 .

8.13 **Fees following Removal**: If the Pupil is removed or withdrawn in the circumstances described in clause 8.12, the provisions relating to Fees shall be as set out in clause 8.11 save that the Returnable Deposit will be refunded without interest less any sums owing to the College.

8.14 **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.

8.15 **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.

8.16 **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.

8.17 **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

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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

addressed to and received by the Head personally or the Director of Finance on the Head's behalf. 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 in writing before the first day of a Term and expiring at the end of that Term.

9.4 **Fees in lieu of Notice**: means Fees in full at the rate applicable for the next Term following termination by the Parents on less than one Term's Written Notice or where the Pupil is excluded for more than 28 days for non-payment of Fees as set out in clause 4.6. Fees in lieu of Notice are 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.

9.5 **Cancel or 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.

9.6 **Withdraw or 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.

9.7 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post or electronic communication without either of the Parents meeting face to face with a member of the College staff between the offer and acceptance, the Parents have the right to cancel this agreement at any time within 14 days of the day after We receive Your completed and signed acceptance form. 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 **Termination by the Parents:** Except when the Pupil is to leave at the end of Year 13 or clause 9.11 below applies, if the Parents wish to Withdraw the Pupil or Cancel and terminate this contract at any time after the expiry of the 14 day cancellation period described in clause 9.7 above, if applicable, they shall do so either by:

9.8.1 providing at least one Term's Written Notice; or

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9.8.2 paying one Term's Fees in lieu of Notice.

In circumstances where the Parents Cancel by providing at least one Term's Written Notice, the College shall retain the Guarantee Deposit and the Returnable Deposit. In all other circumstances where the Parents Cancel or Withdraw the Pupil, the Guarantee Deposit and the Returnable Deposit will be repaid in accordance with clauses 3.3 and 3.4.

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

9.9.1 the Parents or the Pupil wish(es) to transfer from boarding to day status or vice versa, or between categories of boarding; or

9.9.2 following the GCSE year (year 11) or Year 12, the Pupil will not return for the following year.

9.10 **Transfer between boarding and day status:** Before providing the Notice required under clause 9.9.1, the Parents must obtain the express permission of the Head in writing if the Parents or the Pupil wishes to change from boarding to day status or vice versa, or between categories of boarding (e.g. full boarding to weekly boarding). At the discretion of the 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 others in the College community when reaching the decision. Any such place is subject to the availability of places.

9.11 **Cancelling a place offered in the Term before Entry**: Except for where clause 9.7 applies, if the offer of a place is made within a Term of the Pupil's proposed Entry to the College, the Parents may Cancel and terminate this contract by notifying the College in writing at any time before such Entry but they shall pay one Term's Fees at the rate payable for the Term of proposed Entry, less the Guarantee Deposit and the Returnable Deposit payable as a debt.

9.12 **Prior consultation**: It is expected that the Parents, or the Pupil's duly authorised education guardian, will consult personally with the Head or with the Head's authorised deputy before Notice is given by the Parents.

9.13 **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.

9.14 **Termination by the College:** The College may terminate this agreement:

9.14.1 on one Term's notice in writing sent by ordinary post or email where it has good cause and following 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; or

9.14.2 on reasonable notice if in the professional opinion of the Head the College is unable to provide all or a significant proportion of the educational services to the Pupil; or

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

9.14.4 immediately where after seven days from the College requesting that they do so Parents have not made arrangements which the College considers are suitable with an education guardian or accommodation provider; or

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9.14.5 immediately where either of the Parents has made a false declaration or given a false or misleading disclosure to the College or has failed to disclose to the College anything which they are required to disclose; or

9.14.6 immediately if at any time either of the Parents is declared bankrupt or is a Designated Person under any UK enactment or convicted of a criminal offence anywhere in the world.

10 Events beyond the control of the parties

10.1 **Force majeure:** An event beyond the reasonable control of the College or the Parents is a **Force Majeure Event** and shall include such events as:

10.1.1 an act of God, fire, flood, drought, earthquake or other natural disaster;

10.1.2 war, riot, civil unrest, act of terrorism, strikes, industrial disputes;

10.1.3 outbreak of epidemic or pandemic of disease;

10.1.4 failure of utility service or transportation.

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

10.2 **Reasonable modifications:** Any reasonable modifications to the educational provision made by the College in order to meet legal obligations, comply with government guidance and to protect the health safety and well-being of staff or pupils including during or following a Force Majeure Event shall not affect the obligation of the Parents to pay the Fees in accordance with this contract.

10.3 **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 **(Affected Party)** shall as soon as reasonably practicable notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

10.4 **Continued force majeure:** The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If a Force Majeure Event continues for a period greater than 90 days from the date of notification, the Affected Party shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

10.5 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days from the date of notification, the party in receipt of notification under clause 10.3 may terminate this contract by providing at least three working days' notice in writing to the other party.

11 General contractual matters

11.1 **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.

11.2 **Data protection:** The College has a privacy notice which explain how the College will use the Parent's and the Pupil's personal data. Key information from this privacy notice is provided with the letter of offer. The privacy notice is also published on the College's website. The Parents must read the privacy notice in full and not just the key information before signing the

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acceptance form. If the Pupil is going to enter Year 7 or above the Parents must show the Pupil a copy of the privacy notice and discuss it with him / her before accepting the offer of a place.

11.3 **Change:** The College, as any other, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the College rules and procedures, the disciplinary framework, and the length of College Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the College.

11.4 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these Terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and conditions affects the Parents' statutory rights.

11.5 **Consultation:** It is not practicable to consult with the Parents and the 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:

11.5.1 a change of ethos or culture; or

11.5.2 a change in any physical aspect of the College which would have a significant effect on the Pupil's education or pastoral care; or

11.5.3 a change of ownership of the College

where such changes are not temporary.

11.6 **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 intend 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.

11.7 **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.

11.8 **Interpretation:** These Terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of these Terms and conditions.

11.9 **Severability:** If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.

11.10 **Jurisdiction:** This contract was made at the College and it, together with each matter

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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 non-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

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Schedule 1 - Summary of clauses containing financial consequences

Event	Clause
Offer of a place and Guarantee Deposit	3.3
Returnable Deposit	3.4
Indemnity	4.4
Refund or waiver	4.5
Exclusion for non-payment	4.6
Late payment	4.7
Fees following Expulsion	8.11
Fees following Removal	8.13
Fees in lieu of Notice	9.4
Cancellation rights	9.7
Termination by the Parents	9.8
Other Notice requirements	9.9
Cancelling a place offered in the Term before Entry	9.11
Discontinuing extra tuition	9.13

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