



ASHVILLE

Terms and Conditions

Member of staff responsible:

Bursar

Last reviewed: December 2024

Next review due: December 2025

The policy requires ELT approval

Location: Office 365/Website

Introduction

These *Terms and Conditions* explain how the College provides educational services. You should read them carefully before you accept a place for your child, because when you sign the *Acceptance Form*, you are accepting these *Terms and Conditions* as well.

In this document, 'the College' means Ashville College Trustee Ltd, a company registered in England and Wales. Our company registration number is 4552232 and our registered office is at Green Lane, Harrogate, HG2 9JP. Our registered VAT number is GB387 9703 90.

'You' refers to the person or persons with parental responsibility for a child, who have signed the *Acceptance Form* to confirm that they wish their child to take up a place at the College.

The document contains the following sections:

Obligations

1. The College's obligations
2. The obligations of the parent or guardian
3. The College *Behaviour Policy*

Pupils joining and leaving the College

4. Important Note – 'Full Term's Notice'
5. Accepting the offer of a place
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Obligations

1. The College's Obligations

- a. The College will accept your child as a pupil of the College from the time of joining the College until the end of his or her schooling (defined as the end of the Sixth Form / Year 13). However, the College shall not be obliged to permit your child to progress from one year to the next, including entry to the Sixth Form, unless satisfied that it is appropriate to do so having regard to the child's academic attainments, their suitability for further study, and the College's ability to cater adequately to their needs. So, for example, the offer of a place in Early Years does not guarantee that the child will later be admitted to Reception. Similarly, the College may make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations.

For the avoidance of doubt, except where the College has otherwise agreed in writing with you and even where the College has imposed conditions on progression to the next stage of education, if you wish to withdraw your child from the College (including before they continue into the Sixth Form), you must provide a full term's notice per *Clauses 4 and 7* below, or pay fees in lieu of notice.

- b. While your child remains a pupil of the College, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on College premises or is participating in activities organised by the College. We cannot accept any responsibility for the welfare of your child while off the College premises, unless he or she is taking part in a College activity or otherwise under the supervision of a member of College staff.
- c. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which entail some risk of physical injury. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.
- d. If your child requires urgent medical attention while under the College's care, we will:
 - i. take action (for example, by contacting the emergency services)
 - ii. try to contact you and, if we cannot contact you, try to contact any other named emergency contact or education guardian



- iii. share relevant information that we hold about your child with any emergency services or treating medical professional
 - iv. where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.
- e. Our website, prospectus and associated marketing materials describe the broad principles on which the College is presently run. However, from time to time it may be necessary to make changes to aspects of the College, including term dates, the school day, the curriculum, the premises, facilities and their use, or the manner of providing education for your child (including by providing such education remotely, whilst your child remains at home, for example, where the College is required to close the College premises) and we reserve the right to do so.
- f. We will give you notice of significant changes, including giving a full term's notice of any changes that we regard as significant to your child's education or of importance in terms of the contract between the College and the family as laid out in the *Acceptance Form*.
- g. We shall monitor your child's progress at the College and produce regular written reports, and we shall advise you if we have any concern about your child's progress. Note that we do not undertake to diagnose dyslexia, ADHD or other conditions. A formal assessment can be arranged either by you or by the College at your expense.

You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head, the College cannot provide adequately for your child's needs, as outlined above in *Clause 1(a)* and in *Clause 8(b)iii* below.

- h. Religious observance at the College shall be conducted in accordance with the College's Equality and Diversity Policy. RSE and health education at the College will be conducted in accordance with the College's policies, which can be found on the College website.

2. The obligations of the parent or guardian

Effective education requires a collaborative relationship between the College and the parents or guardians of the child.

- a. You must co-operate with the College and College staff in good faith, communicate openly and honestly with us about your child, and work with us to resolve issues or

problems. In particular, this includes:

- i. maintaining a constructive relationship with College staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the College are reasonable and appropriate
 - ii. encouraging your child in his or her studies, and giving appropriate support at home
 - iii. keeping the College up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child as well as any change to their immigration status)
 - iv. ensuring that all details or other information notified or otherwise disclosed to the College about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld
 - v. providing cooperation and assistance to the College so that your child can participate and benefit from the College's provision of education (including where the College may wish/need to provide such education remotely)
 - vi. attending meetings and keeping in touch with the College where your child's interests so require
- b. You must inform us of your child's health/medical conditions or special educational needs. It is a condition of your child's joining the College that you complete and submit to the College an accurate medical questionnaire in respect of your child. You must inform the College of any health or medical condition, social, emotional and mental health need(s), special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.

In the same way, you must share with us details of any investigations, disciplinary actions, suspensions or other formal interventions relating to your child's behaviour or conduct (for example in their previous schooling). You must also provide us, whether upon further request by the College or otherwise, with any reports or other materials relevant to any of the above.

You must inform us if your child is, or has ever been, subject to a Child Protection Plan.

If you withhold from us or otherwise misrepresent to us information relating to health,



medical conditions, special educational needs, or behavioural issues, please be aware that this may result in us exercising our right to end this contract under *Clause 13* below.

- c. If the College so requires, due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the College until such time as the health risk has passed. Where it is considered appropriate in such circumstances, we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- d. You must notify us of any special arrangements needed for your child. You must inform the College of any specific situations or situations that arise over the course of time where special arrangements may be needed in relation to your child, including in relation to their education, safety or welfare (whether these arrangements are permanent or temporary).
- e. You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them. You must inform the College if, at any time prior to or during your child's time at the College, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the College (including its premises) and/or the College's provision of education to your child. These would include any court order or undertaking given to a court which may deal with or impact upon in any way:
 - i. your child's living and/or contact arrangements
 - ii. your child's education, welfare and/or upbringing
 - iii. the payment of fees and/or supplemental charges and/or
 - iv. your exercise of parental responsibility in respect of your child.In any such circumstances you shall (whether upon request or otherwise) promptly provide the College with copies of the relevant court order(s) or undertaking(s) (or the relevant parts thereof) having obtained the permission of the court if necessary.
- f. We require you to nominate an 'emergency contact' for us to contact in case we are unable to contact you (the parents / guardians of the child who have signed the *Acceptance Form*).
- g. We are entitled to expect that parents have consulted with each other regarding



decisions relating to your child, whether the parents are together, separated, or divorced. Accordingly, unless otherwise agreed in writing by the College, you accept that the College is entitled to treat:

- i. any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you
 - ii. any communication from the College to one of you as having been given to both of you
- h. Notices of withdrawal (for example under *Clauses 6 or 7*) must be in writing and signed by all of the holders of parental responsibility for your child, which means all the signatories on the *Acceptance Form*. The College shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice.
- i. You must notify us of your child's absence from College. The Head must be informed in writing of any reason for your child's absence from College, and wherever possible the College's prior consent should be sought for absence from the College.
- j. Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the College you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must inform the College in writing and provide the details required by the College as a result, including the name and contact details for a 'responsible adult' for the period of your absence if different from the person named on the *Acceptance Form*.
- k. Education guardians: where you are resident outside the United Kingdom, you must have an education guardian for your child in the United Kingdom who has been given legal authority to act on your behalf in all respects and to whom the College can apply for authorities when necessary. The College can accept no responsibility during exeats, half term or the holidays for your child. You and the education guardian of your child must make holiday arrangements, including travel to and from the College, in advance. The responsibility for choosing an appropriate education guardian rests solely with you. You are responsible in each case for satisfying yourselves as to the suitability of an education guardian and shall from time to time provide the College with up to date contact details for the appointed education guardian.
- l. You must inform us if your child requires sponsorship to study at the College. You must inform the College when returning a completed registration form or at any other time if your child requires sponsorship from the College in order to obtain a visa to study at the College. It shall be your responsibility at all times to ensure that your child has the appropriate immigration permission to enter, reside and study in the United Kingdom. The



College may take and retain copies of relevant documentation relating to you and your child in order to comply with our duties as a licensed 'Student Sponsor'.

- m. Your child is included in an obligatory personal accident insurance scheme, the charge for which is shown separately on fee invoices. However, you must make your own insurance arrangements if you require additional cover for your child or for the payment of fees due to absence of your child or closure of the College premises.

Personal items are brought to the College at the owner's risk, and we recommend that any valuable items are insured under the family home insurance policy: the College does not provide cover for pupil possessions.

- n. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the College without undue delay. Complaints should be made in accordance with the *Complaints Procedure*. A copy of the most up-to-date version of the *Complaints Procedure* is on the College's website and is otherwise available from the College at any time upon request.

3. College Behaviour Policy

- a. Your child must comply with the College's *Behaviour Policy*. It is a condition of remaining at the College that you and your child (in each case to the extent applicable) comply with the *Behaviour Policy*. In addition, you promise to ensure that your child attends school punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue from time to time (if not already included within the *Behaviour Policy*).
- b. We may undertake drugs testing of your child. The College may undertake drugs testing of pupils in accordance with its drugs policy as set out in the College's *Substance Abuse Policy*, a copy of which is available on request. This policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- c. The College may, subject to applicable data protection legislation, monitor your child's email and messaging communications, internet and Wi-Fi use, and use of social media. We may do this for various reasons, including ensuring compliance with the *Behaviour Policy* or where it is appropriate for the College to do so (or indeed necessary) in connection with the College's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

Pupils joining or leaving the College

4. Important note – 'a full term's notice'

In this section you will see frequent references to 'a full term's notice'. Like other independent schools, Ashville College requires a long period of notice for changes, so that we can manage school resources appropriately. We need to know our pupil numbers well in advance, for example, to plan classes and make sure that we have suitable levels of staffing in place.

In practical terms, this means that notice must be given for significant changes months ahead of time. For example, for a change to take effect in September, you need to send written notification by 1 April, so that there is a full term (i.e. Summer term, from Easter to July) as notice. In a similar way, the College will notify you with a full term's notice of significant changes to your contractual agreement with us, such as increases in fees or changes to the educational offer available.

If you do not provide a full term's notice as required under these *Terms and Conditions* (or if no notice is provided at all), a term's fees in lieu of notice shall be payable by you. The exact dates for 'a full term's notice' are listed in the *Definitions* section at the end of this document.

5. Accepting the offer of a place for your child at Ashville College.

- a. You accept a place for your child when you sign the Ashville College *Acceptance Form* and pay the deposit. The *Acceptance Form* is your legally-binding contract with the College. There is a 14-day 'cooling-off' period from the date of signature of the *Acceptance Form* during which you may withdraw your acceptance of a place at the college without obligation (see *Clause 6(a)* below).
- b. The deposit is non-refundable if your child does not take up a place at the College. Otherwise, your deposit will form part of the general funds of the College until it is credited without interest to the final payment of the fees or other sums due to the College on your child's leaving (unless otherwise stated in these terms and conditions).

6. Withdrawing your acceptance of an offer before your child joins the College.

- a. There is a 14-day 'cooling-off' period from the date of signature of the *Acceptance Form*, during which you may withdraw your acceptance of a place at the college without obligation. Your deposit is not refundable in this case, per *Clause 5(b)* above.
- b. If you wish to withdraw your acceptance of an offer after the 14-day cooling-off period

has expired, you will need to give the College a full term's notice in writing. If you are not able to give a full term's notice because the cut-off date has passed, then you will need to pay the full term's fees in lieu of notice.

Please bear in mind that the cut-off date for notice for the Autumn Term is 1 April of the same year. So if you accept a place for your child to start in September, and later change your mind, if you notify the College of the withdrawal by 31 March, you will only lose your deposit. If you change your mind and withdraw your child after 1 April, you will be charged a full term's fees for the Autumn Term in lieu of notice.

7. Withdrawing your child from the College or making other changes to their status.

- a. If you wish to withdraw your child from the College (other than through graduation at the end of Year 13), you shall either give a term's notice to that effect or shall pay to the College a term's fees in lieu of notice, payable on demand as a debt. Such notice must be given by all parties who have signed the *Acceptance Form*.

This means that if, for example, you wish to withdraw your child with effect from the start of the Autumn Term (ie, at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (i.e. the 1 April) or pay the fees in lieu of notice referred to above.

- b. If you wish to change your child's place at the College from a boarding to a day place you shall either give a term's notice or shall pay to the College the difference between the boarding and the day fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. The College cannot guarantee availability of a place and we may refuse a request if, for example, the Head considers it is in your child's or other children's best interests.
- c. Changes to attendance in Early Years. If you wish to change the number of sessions your child attends in a week, you must inform the College in writing a full half-term in advance.
- d. If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a half-term's notice to that effect or shall pay to the College as a debt a half-term's charges for the activity in which your child has ceased to participate.
- e. Most school trips and other supplementary activities are payable in advance and non-refundable. When you return a booking / consent form for your child to participate, you are committing to pay for the activity and it will be added to your bill. If your child is certified medically unfit to participate in a planned activity, you should contact the Trip Organiser at the earliest possible opportunity to see if any refund is possible under the



terms of the agreement the school has with the trip provider.

8. Suspension, exclusion or required removal

The College is committed to working closely with parents and guardians to resolve disputes and deal with problems amicably and professionally. However, in cases where resolution is not possible, the Head may, at their discretion, suspend, exclude or require the removal of a child from the College, as follows:

- a. The Head may suspend or, in serious or persistent cases, permanently exclude your child from the College if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the College's best interests or those of your child or other children.
- b. The Head may in his or her discretion require you to remove your child from the College if the Head considers that:
 - i. your behaviour or conduct (or the behaviour or conduct of one of you) is unreasonable; adversely affects (or is likely to adversely affect) your child's or other children's progress at the College, or the wellbeing of College staff; brings (or is likely to bring) the College into disrepute; is not in accordance with your obligations under this contract where we have cancelled this contract under *Clause 13* below; and/or otherwise undermines the relationship of trust and confidence between you and the College;
 - ii. your child's conduct, attendance or progress is unsatisfactory and/or your child is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the College and, in the reasonable opinion of the Head, their removal is in the College's best interests and/or those of your child or other children;
 - iii. the removal is in the best interests of your child and/or other children, for example, in light of your child's wellbeing or where the College is unable to provide for your child's educational needs.
- c. Should the Head exercise their right under either *Clause 4(a)* or *4(b)* above:
 - i. you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed
 - ii. the deposit will be forfeited meaning the College will retain the deposit



- iii. in respect of exclusions and required removals, fees in lieu of notice will not be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the term in which the exclusion/removal occurred will be refunded.
- d. The contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the college.
- e. You are entitled to have any serious disciplinary matters or decisions taken by the College and/or Head to exclude or require the removal of your child under this *Clause 8* reviewed by way of a governors' review under the College's *Behaviour Policy*.

Fees and general Terms and Conditions

9. Fees, Supplemental Charges and Payment

School fees include all the costs incurred in the usual course of the education by the College of your child, including the provision of any necessary educational materials and where applicable, the College's boarding provision, unless otherwise notified to you by the College at any time (either in the *Schedule of Fees* or otherwise).

All other costs are referred to as supplemental charges which are defined as items that are payable by you to the College in addition to the fees. By way of example, any co-curricular activities (such as music tuition, trips and visits) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly. Additional charges incurred by the College in providing for the specific needs of your child may also be charged as supplemental to the fees, including fees for counselling provision, learning support services, provision of special arrangements for examinations, etc.

Variations to fees, including means-tested bursaries, scholarships or any other form of remission, are made at the discretion of the Head.

- a. Each person who has signed the *Acceptance Form* is liable for and must ensure that all of the fees and supplemental charges due are paid to the College, unless agreed otherwise under the terms of the following *Clause 9(b)*. This is because our contract applies to each of you together and each of you on your own. Each person who signs the *Acceptance Form* has an individual responsibility to ensure that, individually or between them, the fees and supplemental charges owing to the College are paid. In practice what this means is that if fees or supplemental charges have not been paid to the College then, in order to recover the outstanding payments, the College can seek payment of the full amount outstanding from any person who has signed the *Acceptance Form*. Court orders (for example, where parents are separated or divorced) and other arrangements between parents and third parties relating to fees do not normally bind or apply to the College, and do not extinguish either parent's liability for the fees and supplemental charges due under this contract.



- b. A person who has signed the *Acceptance Form* may withdraw from their payment responsibility under this contract with the College by submitting a term's notice, provided that they have obtained the prior written consent of both the College and the other person or people who have signed the *Acceptance Form*.

Separately, the College may (without obligation to do so) agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless and until we agree otherwise in writing. The College reserves the right to refuse payment from a third party.

- c. If your child has been awarded a scholarship and/or bursary which includes financial assistance (e.g. by way of a fee remission), your responsibility will be to pay for the amount of fees due after taking account of that award. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour (or the behaviour or conduct of one of you) no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance. If within fourteen (14) days of that notification your child is withdrawn from the College, no fees in lieu of notice will be payable by you without the benefit of financial assistance.
- d. All fees are payable in advance so that the services which the College provides under this contract shall have been paid for prior to the provision of these services. Fees are annual, for each academic year, and are payable as follows:
- i. Annually: each academic year's fees must be paid by direct bank transfer on or before the first day of the first term of the academic year to which the invoice relates
 - ii. Termly: by three equal payments on a termly basis, regardless of the length of any term. Each term's fees must be paid by direct bank transfer. Fees are collected in full on or around the 6 September for the Autumn term, 6 January for the Spring term and 6 May for the Summer term.
 - iii. Monthly: by which each Termly bill is split into four equal payments payable by direct debit from a UK bank account, payable on or around the 6th of each month, beginning in September and finishing the following August. For example, the Autumn Term bill is paid through four equal payments in September, October, November and December.

Please also note *Clause 9(g)* below. If you do not pay fees on time according to the schedules in this clause, the College reserves the right to insist on full pre-payment of fees instead. In other words, we may refuse you the option to pay on a monthly or termly basis if you persistently fail to pay on time.

- e. The fees will be included in an invoice sent to you (or such other person(s) the College may have agreed separately shall pay the fees under *Clause 9(b)* above). We may not allow your child to attend the College if you do not pay on time. On acceptance of a place, you must elect whether you will pay annually, termly or via direct debit. If you subsequently change your mind, you must give the College a term's notice and specify which payment option you will adopt.
- f. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be invoiced separately and such invoice shall be sent to you before the start of the next term. Most charges for trips, excursions and special events are non-refundable – please see *Clause 7(e)* for guidance on liability for supplemental charges if you choose to withdraw your child from an activity you have booked.
The College reserves the right to allocate payments received in line with its operational needs. Typically, payments received by the College will be offset first against any outstanding tuition fees due and owing, and then against supplemental charges.
- g. We reserve the right to refuse to allow your child to attend the College, withhold any references and/or withdraw sponsorship of your child's student visa (if applicable) while fees remain unpaid or there is a persistent failure by you to pay the fees on time. The College is not obliged to provide educational services (including remotely) for any period your child does not attend school because the fees remain unpaid. For the avoidance of doubt, the College may also terminate this contract under *Clause 13* where the fees remain unpaid. In cases of persistent late payment the College reserves the right to insist on full payment in advance for each term and / or to terminate the contract as described in *Clause 13*.
- h. We reserve the right to refuse to allow your child to participate in the relevant co-curricular activity, or to sit in the relevant public examination, while the applicable supplemental charge for that activity, examination(s) or service remains unpaid or whilst fees remain unpaid.
- i. If you do not make any payment to the College by the due date, we may charge interest to you on the overdue amount at the rate of 2 per cent a month. Unless we tell you otherwise in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the College the interest together with the overdue amount.

Where defaults in payment occur (for example "bounced" direct debit charges), we will charge you a fee of £25 per failed attempt.

- j. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees and/or supplemental charges from you (including reasonable legal costs, and in any event being such costs that would be allowable by the courts if judgment was made in the College's favour).
- k. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees and/or supplemental charges.
- l. We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the College before the proposed increase is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the College under *Clause 4* above.
- m. Fees and any agreed supplemental charges are not normally reduced or refunded as a result of absence due to illness or otherwise or if a term is shorter than others (or is shortened). If your child takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of tuition fees will be made in respect of such periods spent at home. This is commonly the case in Years 11 and 13 when children sit for public examinations and in these cases you are reminded that the full annual fee remains payable.
- n. Where you are eligible to receive early years funding and the College administers the funding received to meet the fees due under this contract, you shall meet the difference in fees due in respect of your child under this contract after the College.
- o. Except where expressly agreed with you otherwise, the College shall be entitled to allocate payment from you to your account as it sees fit. For example, the College shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the College.
- p. From time to time we may ask you to provide us with information and documentation that we ask for so that we can properly and accurately verify to our satisfaction:
 - i. your identity
 - ii. your child's identity
 - iii. that you are not subject to, or within the purview of, any national or

international financial, economic, trade, travel or similar sanctions imposed by any competent authority

- iv. your child's right to enter, live and study in the United Kingdom
- v. the legitimate source of the funds you are using to pay the fees.

- q. All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).

10. Personal Information: References, Confidentiality and Data Protection

- a. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
 - i. We will need to use information relating to your child for certain purposes connected with the running of the College. This will include name, contact details, school records, photographs and video recordings (including recordings of lessons), both whilst your child is at the College and after he or she has left, for the purposes of managing relationships between the College and current pupils/parents and fulfilling our obligations under the contract with you.
 - ii. We will seek your consent before using images of your child for the purposes of promotion, marketing or publicising the College's activities, and / or communicating with the College community and the body of former pupils. This includes use of such information by the College in/on the College's prospectus (in whatever format or medium it is produced/made available), the College's website(s) and (where appropriate) the College's social media channels.
- b. You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:
 - i. confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the



College;

- ii. inform the College of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the College, including relevant contact details.
- c. As a sponsor of Child Student Visas, we need your consent to us providing certain information to the Home Office. In order to comply with our responsibilities as a licensed Student Sponsor for immigration purposes, we may need to provide information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether we actually sponsor your child or not). Such information may include information about your child's immigration status, attendance records, and any changes in our or your child's circumstances, (including where your child is excluded, required to be removed or this contract is terminated). Occasionally, information regarding your immigration status in the UK may also be required.
- d. We will send information (e.g. school reports) about your child to both of you as a matter of course. You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the College (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The College shall therefore disclose such information as a matter of routine to such persons UNLESS the College is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 2018 (as amended or superseded)). When information is posted, it will be sent to the address(es) listed on your *Acceptance Form* unless you have informed us of an alternative address.
- e. The College will process personal data about you and your child in accordance with the Data Protection Act 2018 (as amended or superseded) and other related legislation. We will process such personal data:
 - i. as set out in this *Clause 10*, and in the College's *Privacy Notice* which is available on the College's website as may be amended from time to time
 - ii. in order to comply with any court order or legal, regulatory or good practice requirement
 - iii. to perform our obligations under this contract, and where otherwise reasonably necessary for the College's purposes.



11. Intellectual Property Rights

We shall recognise any intellectual property rights created, generated or owned by or vested in your child. Intellectual property, including copyright, created solely by your child in the course of their studies or in connection with the College will be owned by your child. Where your child creates a work protected by an intellectual property right in the course of their studies or in connection with the College jointly with an employee of the College, the intellectual property right shall be owned jointly by your child and the College. You hereby grant a non-exclusive licence to the College permitting the use by the College of all intellectual property rights created by your child in the course of their studies or in connection with the College, either alone, jointly with another pupil, or jointly with an employee of the College.

12. Changes in Ownership, etc

We may transfer the undertaking of the College to another person or organisation as a result or instance of constitutional changes to the College (including changes to the legal entity that owns and runs the College) or amalgamate the College with another enterprise. The transfer will not affect your rights under this contract.

13. Termination of this Contract

- a. In addition to the College's rights to terminate elsewhere in this contract, the College may end this contract at any time by writing to you, without any obligation to return any deposit or fees paid, in the circumstances below. This also applies during the period between making an offer to you and your child starting at the College.
 - i. If you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due
 - ii. If you make a serious misrepresentation of facts or circumstances to us, or you withhold important information from us, about you and/or your child. This means information that is relevant to the provision of education by the College to your child (such as misrepresenting at any point in time that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not), or any information about your child's health, medical condition, special educational needs, behaviour, disability or allergies.
 - iii. If you fail or refuse to complete and submit to the College an accurate medical questionnaire in respect of your child and/or you fail or refuse to complete and submit an *Acceptance Form*



- iv. If you fail or refuse to provide us at any time with information we require under *Clause 9* to verify to our satisfaction: you and your child's identity, your child's right to enter and study in the UK, the legitimate source of funds you are using to pay the fees, that you are not subject to any sanctions, or in light of the information you provide (if any), we are not satisfied that it properly and accurately verifies any of the foregoing. Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant information has been provided;
- v. If you:
 - I. are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract
 - II. are otherwise unable to pay your debts as they fall due
 - III. are the subject of a bankruptcy petition or order
 - IV. enter into an individual voluntary arrangement
- vi. If you otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Head's reasonable discretion, the College is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.
- vii. If your child no longer holds an immigration status which confers on them the right to enter, reside and study in the UK and you have been unable to resolve this in a reasonable timescale.

b. You may end this contract at any time by notice in writing to the College if:

- i. the College breaches its legal obligations under this contract
- ii. the College becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason

c. We may terminate this contract on one term's notice to you for any reason. We will not terminate without good cause and without consultation with you.

d. For the avoidance of doubt, this contract shall end at the end of your child's schooling at the end of Year 13, unless adequate notice has been given by either party under the

terms of *Clauses 4-8 and 13* of these *Terms and Conditions*.

- e. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.
- f. Events outside our control. We mean any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, strike action, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this *Clause 13* we shall refer to these as an **“event”**.
- g. If an event outside of our control arises which prevents or delays the College's performance of any of its obligations under this contract, the College shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the College has acted reasonably and prudently to prevent and/or minimise the effect of the event and subject to *Clause 13*, the College will not be responsible for failing to meet those obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances, the College shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- h. Events lasting more than 6 months. If the College is wholly and completely prevented from performing all of its obligations (including remotely) as a result of an event for a continuous period of more than six (6) months, the College shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the College and without giving a term's notice or paying fees in lieu of notice.
- i. If your child is wholly and completely unable to participate in any provision of education at the College or remotely due to reasons caused by an event you shall give the College notice in writing of such circumstances and the following provisions shall apply:
 - i. in consultation and cooperation with the College you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
 - ii. in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of



provision by the College (whether at College or including remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event

- iii. if the event continues to prevent your child wholly and completely being able to participate in any provision of education by the College (whether at school or remotely) for more than six (6) months you shall discuss with the College a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the College and without giving a term's notice or paying a term's fees in lieu of notice.

14. Communications between you and the College

- a. Notices must be in writing to the Head. When this contract requires you or the College to give notice of something to the other then, unless we agree otherwise, this should be done in writing as described in *Clause 14(c)* below.
- b. We will use the contact details held by the College to contact you. Communications (including notices) will be sent by the College to you at the address(es) shown in our records, or using your other contact details included in our records. You must notify the College of any change of address(es) or other contact details.
- c. How to provide written notice to the College. Notices that you are required to give under these terms and conditions must be in writing addressed to the Head and either:
 - i. delivered by hand to the College
 - ii. sent to the College by recorded or other form of registered post requiring a signature upon receipt as proof of delivery
 - iii. otherwise sent to the College's address by first or second class post
 - iv. sent by email to Head@Ashville.co.uk and acknowledged by the Head's Office to confirm receipt
- d. In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so,) we recommend that notices you may wish to send us under any of *Clauses 4-8* (i.e. the Section of this document entitled *Pupils joining and leaving the College*) are sent to the



College by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.

15. The Law that applies to this contract and where legal proceedings may be brought

This contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including disputes or claims relating to non-contractual obligations) shall be governed by and construed in accordance with the law of England and Wales. You and the College irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim which arises out of or in connection with this contract or its subject matter or formation (including disputes or claims relating to non-contractual obligations).

16. Changes to these Terms and Conditions, Exceptions

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the College. The College will send you notice of any such modifications prior to the end of the term before the modifications are to take effect.

These *Terms and Conditions* apply to all pupils at Ashville College and their parents and guardians, because they are essential for the smooth running of the College. If you have signed the *Acceptance Form*, you have agreed to these *Terms and Conditions*, and that means that these contractual arrangements apply to you, even if you think your case is special, or the needs of you or your child are extraordinary or different. Unfortunately, since COVID, we have seen an increase in people who assume that rules and policies apply to other children or families, but that their own case merits an exception or a waiver. Please do not make this assumption: it is a core value of the College that we treat all families equally, which means we deal with them as laid out in these *Terms and Conditions*.

Notwithstanding the above, the College retains the right to make exceptions to the *Terms and Conditions* at the sole discretion of the Head. This right is typically exercised only in the most serious circumstances, such as the bereavement of a close relative or a life-changing illness.

17. Entire Agreement and Scope of the Contract

The *Acceptance Form* constitutes the entire agreement between you and the College. You and the College acknowledge that in entering into this contract, neither party has relied on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract or the attached *Terms and Conditions* and *Schedule of Fees*. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract. It is not

intended that the terms of the contract shall be enforceable by your child or by any other third party.

Other documentation, including but not limited to the prospectus, information booklets and website, does not form part of the contract with the College. If you wish to place specific reliance on a matter contained in the College prospectus, website or a statement made by a member of staff or a pupil during the course of a conducted tour of the College or a related meeting, you should seek written confirmation of that matter before you sign the *Acceptance Form*.

18. Definitions

In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here. Please take note of them.

“Acceptance Form” means the form provided by the College for parents to complete when accepting a place for their child at the College;

“child” means a child of whatever age admitted by the College to be educated, and includes any pupil aged 18 or over;

“Complaints Procedure” means the College's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the College. It does not form part of the contract between you and the College. A copy of the most up-to-date policy is on the College's website and is otherwise available from the College at any time upon request;

“contract” has the meaning given in the *Clauses 5(a)* and *17* of this document;

“deposit” means the amount set out and referred to as the deposit in the *Acceptance Form* (and that is separately set out in the *Schedule of Fees*);

“fees” means the termly fees set out in the *Schedule of Fees*;

“Head” means the person appointed by the Governors of the College from time to time to be responsible for (or to share in the responsibility for) the day-to-day running of the College, including anyone to whom such duties have been delegated;

“Schedule of Fees” means the published note of the College's prevailing fees notified to you from time to time and a copy of which remains available on the College's website and from the College at any time upon request;

“College Rules” means the rules of the College, including the *Behaviour Policy*, as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the College;

“term” means an academic term of the College as listed on the College Calendar, available on the College's website and notified to parents from time to time;

“a term's notice” means written notice given not later than the first day of the term before

the term to which the notice relates and which for these purposes shall be:¹
on or before 1 September for notice with effect in relation to the spring term;
on or before 1 January for notice with effect in relation to the summer term; and
on or before 1 April for notice with effect in relation to the autumn term.

“terms and conditions” means these terms and conditions as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the College;

“we” or the **“College”** means the legal entity carrying on as the College as identified in Clause 1 (b) below and which includes the senior and preparatory schools; and

“you” or the **“parents”** means each person who has signed the *Acceptance Form* as a person with parental responsibility for the child, or a person who with the College's express written consent replaces a person who has signed the *Acceptance Form*.

Note:

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding and appreciation of what we are referring to. We do this by using the words **“for example”**, **“includes”** or **“including”** and, because we do not intend for the examples given to be exhaustive, when we do use these words it means that the examples that are given are not exclusive or limiting examples of the matter in question.