



Terms and Conditions

I. Definitions

(a) In these terms and conditions

“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;

“the Complaints Procedure” is the College’s procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the College;

“deposit” means the sum set out in the Schedule of Fees;

“fees” means the fees set out in the Schedule of Fees as amended from time to time;

“Head” means the person appointed by the Council (the College Governors) of the College to be responsible for the day-to-day management of the College, including anyone to whom such duties have been duly delegated;

“College Rules Parents Handbook” means the rules of the College, a copy of the current version of which is provided to each child on entry and is sent to parents with the letter offering a place at the College, as those rules 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. Parents will be given notice of such amendments;

“term” means a term of the College as notified to parents from time to time;

“a term’s notice” means notice given not later than the first day of the term preceding the term to which the notice relates;

“terms and conditions” means these terms and conditions as amended from time to time;

“we” or the **“College”** means the legal entity carrying on as the College as identified in Clause I(b) below, or its duly authorised representative, as the context requires;

“you” or the **“parents”** means each person who has signed the Acceptance Form as parent or guardian of a child or a person who with the College’s written consent replaces a person who has signed the Acceptance Form.

(b) The Acceptance Form, the Schedule of Fees, the College Rules, the Drugs Policy, the Complaints Procedure and these terms and conditions constitute the terms of a contract between you and the Warden and Council of the College of St Andrews in Bradfield. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance and Deposit

- (a) An offer of a place for your child at the College is accepted by your completing the Acceptance Form and paying the deposit.
- (b) The deposit is not refundable if your child does not take up a place at the College (except where the College fills the vacancy created by your child's withdrawal, in which case the College shall refund the deposit to you less its costs in administering your dealings with the College or a reasonable estimate of those costs). The 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.*
- (c) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the College, you shall give written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start. If such notice is received by the College by that time the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. If such notice is received on or after that date, a term's fees (charged at the rate applicable for the term when your child was due to start) shall be payable less the deposit already paid and shall become due and owing to the College as a debt.

3. College Fees

- (a) 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 as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the College.
- (b) Any extra-curricular activities such as private music lessons, trips and visits in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the College in providing for the special educational needs of your child shall be charged as supplemental to the fees.
- (c) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the College for the whole of the fees and supplemental charges due, unless the College has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the College by submitting a term's notice provided they have obtained the prior written consent of both the College and the remaining parent.

If your child has been awarded a scholarship/bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn if, in the opinion of the Head, your child's attendance, progress or behaviour no longer merits the continuation of the award or if on completion of the standard financial assessment form you are no longer eligible for means-tested financial support but 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 14 days following the withdrawal of a scholarship or bursary, a child is withdrawn from the College, no fees in lieu of notice will be payable.

**You should be aware that in the event of a late withdrawal it is very unlikely that the College would be able to find a replacement.*

- (d) Each invoice must be paid either in full before the first day of term or, if fees are paid by direct debit, at a date shortly after the start of term as determined by the College.
- (e) We reserve the right to exclude your child from the College while fees remain unpaid or to withhold any references while fees remain unpaid or there is a persistent default in relation to supplemental charges. In the event of late payment, we may make an interest charge of up to 2 per cent per month of the outstanding fees. You consent to our informing any other College or educational establishment to which you propose to send your child of any outstanding fees.
- (f) In the event that a pupil remains excluded for non-payment of fees for 28 days, the College reserves the right to deem the pupil withdrawn without notice. Then a term's fees in lieu of notice will become immediately payable. It is not in the best interests of a pupil to be repeatedly excluded for non payment. Therefore the College reserves the right to terminate this contract immediately if a pupil is excluded more than once in the same or consecutive academic year or if two or more payments of fees in the same or consecutive academic year are returned from the bank.
- (g) Where fees are outstanding and have in the current or previous academic year been paid late on more than one occasion or have been returned by the bank, we reserve the right to ask for up to a year's fees (at the College's discretion) to be paid prior to the start of term at a date specified by the College. In the event of failure to pay the requested fees by the date specified, we reserve the right to exclude your child from the College while the requested fees remain unpaid.
- (h) The fees will be reviewed from time to time and may be increased by such amount as the College considers reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term. If we give you less than a term's notice of an increase in fees which exceeds 5%, you will be entitled to withdraw your child from the start of the following term without giving a term's notice or paying fees in lieu, provided that you give notice of the withdrawal within 21 days from the date when notice of the increase in fees is given.
- (i) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations, or if a term is shortened or a vacation extended, no reduction of fees will be made in respect of such periods spent at home.

4. Notice Requirements

- (a) If you wish to:
 - (i) withdraw your child from the College (other than at the normal leaving date); or
 - (ii) change your child's place at the College from a boarding to a day place

you shall either give a term's notice to that effect or shall pay to the College a term's fees (or, as the case may be, the difference between the boarding or termly boarding and the day or weekly boarding 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. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the College as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

- (b) 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 a half term's charges for the activity in which your child has ceased to participate.
- (c) The College's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.
- (d) The College may terminate this agreement on a term's notice sent by ordinary post or on less than a term's notice in a case involving required removal or expulsion. The College would not terminate the contract without good cause and full consultation with parents.

5. College Rules

- (a) It is a condition of remaining at the College that your child complies with the College Rules as amended from time to time. In particular you undertake to ensure that your child attends College punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the College from time to time.
- (b) The College may undertake drugs testing of pupils in accordance with its drugs policy as set out in the College Rules.
- (c) The College reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use for the purpose of ensuring compliance with the College Rules.

6. Disciplinary Procedures

- (a) The Head may in his discretion require you to remove or may suspend or expel your child from the College if he considers that your child's attendance, progress or behaviour (including behaviour outside College) is seriously unsatisfactory and in the reasonable opinion of the Head the removal is in the College's best interests or those of your child or other children.
- (b) The Head may in his discretion require you to remove or may suspend or expel your child if the behaviour of you or either of you is in the opinion of the Head unreasonable and affects or is likely to affect adversely the child's or other children's progress at the College or the well-being of College staff or to bring the College into disrepute. The College also reserves the right to require your child to undergo a testing regime, as detailed in the school's drugs policy.
- (c) Should the Head exercise his right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees will be refunded.
- (d) The College Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the College may be taken into account.
- (e) The review of serious disciplinary matters is governed by the Complaints Procedure.

7. The College's Obligations

- (a) Subject to these terms and conditions, the College undertakes to accept your child as a pupil of the College from the time of joining the College until the end of his or her secondary schooling. However, the College shall not be obliged to permit your child to commence Year 12 unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The College may make a decision as to whether your child may join the Year 12 after the results of GCSE or equivalent examinations are known, and may make entry to Year 12 conditional upon the results of such examinations.
- (b) While your child remains a pupil of the College, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during College hours and at other times when your child is permitted to be on College premises or is participating in activities organised by the College.
- (c) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the College informed of matters which affect your child; maintaining a courteous and constructive relationship with College staff; and attending meetings and otherwise keeping in touch with the College where your child's interests so require.
- (d) We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (e) If your child requires urgent medical attention while under the College's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor. By signing the Acceptance Form, you consent to the administration of appropriate first aid, if required and non-prescribed medications.
- (f) Our prospectus describes the broad principles on which the College is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the College, including the curriculum, and we reserve the right to do so. For this reason, please notify the College if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. We will give parents notice of any changes at the College including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.
- (g) We shall monitor your child's progress at the College and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific 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 special educational needs.
- (h) Religious observance at the College shall be conducted in accordance with the College Rules.

8. The Parents' Obligations

- (a) It is a condition of your child's joining the College that you complete and submit to the College a medical questionnaire in respect of your child. You undertake to inform the College of any health or medical condition, disability, psychological problems or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.
- (b) You undertake to inform the College of any situations where special arrangements may be needed in relation to your child.
- (c) The College will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of both such persons. Unless other arrangements are agreed between you and the College we shall be entitled to treat any communication from the College to any such person as having been made to both of them.
- (d) The Head must be informed in writing of any reason for your child's absence from College. Wherever possible the College's prior consent should be sought for absence from the College.
- (e) We cannot accept any responsibility for the welfare of your child while off the College premises unless he is taking part in a College activity or otherwise under the supervision of a member of the College staff.
- (f) 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 delay. Complaints should be made in accordance with the College's Complaints Procedure.
- (g) Where both parents reside outside the United Kingdom, parental responsibility must be delegated to a suitable UK-based guardian who has taken full responsibility for the pupil (including those over the age of 18) when not at College and who can, if necessary, come to the College at short notice. Guardians are appointed by the parents and not the College.

9. Insurance

You must make your own insurance arrangements if you require cover for your child's person or property while at College. Your child is included in an obligatory personal accident insurance scheme, the charge for which is added to the Fees.

10. Confidentiality and References

- (a) You consent to our supplying 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 liable for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.

- (b) You consent to us making use of information relating to your child whilst he or she is at the College and after he or she has left for the purposes of managing relationships between the College and current pupils, providing references and communicating with the body of former pupils.
- (c) You authorise on behalf of yourselves as parents, and so far as you are able on behalf of your child, the College to process personal information including financial and sensitive information as is deemed necessary for the legitimate purposes of the College.

11. Intellectual Property Rights

We shall recognise any intellectual property rights vested in your child.

12. Events beyond the Control of the Parties

- (a) Force Majeure: An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic disease, failure of utility service or transportation.
- (b) Notification: If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- (c) Continued Force Majeure: If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 12(b) above shall notify the other of the steps to be taken to ensure performance of this Agreement.

13. Changes in Ownership etc

For the purposes of constitutional changes to the College or amalgamation we reserve the right to transfer the undertaking of the College to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the College with any other educational institution. Where appropriate we will inform and consult with all parents in relation to such changes.

14. Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the College of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the College to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the College's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

15. Interpretation

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

16. Jurisdiction and Governing Law

The contract between you and the College is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

17. Variations

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 penultimate term before the modifications are to take effect.