



# BRADFIELD COLLEGE

## Terms and Conditions

Effective from 22<sup>nd</sup> April 2025

**What these terms cover:** These are the terms and conditions on which we provide educational services.

**Why you should read them:** Please read these terms and conditions carefully before you accept our offer of a place at the College for your child. These terms and conditions tell you who we are and how and on what basis the College will provide educational services.

In these terms and conditions you will see some parts written in bold, or that are otherwise highlighted, to make them stand out. This is in an effort to draw certain provisions to your specific attention because they are important to the good management and operation of the College and our provision of educational services.

If you think there is a mistake in these terms and conditions, or if anything in these terms and conditions is unclear or you would like to have further explained to you, then please contact the Group Finance Director ([gfd@bradfieldcollege.org.uk](mailto:gfd@bradfieldcollege.org.uk)) to discuss.

### 1. Definitions

(a) *Meanings of some words and phrases we use in these terms and conditions.*

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 the child named on the Acceptance Form.

**"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 Complaints Procedure is available from the College at any time upon request.

**"College Rules"** means the rules, policies and procedures of the College, which set out our expectations concerning conduct and behaviour, 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. A copy of the current version of our rules, policies and procedures is available on the College's website and from the College at any time upon request.



**"deposit"** means the deposit, as shown on the Schedule of Fees for the relevant year of entry, which is payable when the Parents accept the offer of a place at the College.

**"Fees"** means the College's termly fees set out in the Schedule of Fees, as amended from time to time.

**"FIA Terms and Conditions"** means the supplemental terms and conditions relating to the College's fees in advance scheme.

**"Head"** means the Head of the College as appointed by the College's *Council of Governors* and includes anyone to whom the specific duties of the Head have been delegated. The Head is responsible for the day-to-day management of the College.

**"Schedule of Fees"** means the published list of the College's prevailing fees, as notified to parents from time to time, and a copy of which is available on the College website.

**"term"** means a term of the College (as published on the College website), as notified to parents from time to time.

**"terms and conditions"** means these terms and conditions as amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the College.

a **"term's notice"** means **written** notice given not later than the first day of the term preceding the term to which the notice relates.

**"we"** or the **"College"** means The Warden and Council of St Andrew's College, Bradfield trading as Bradfield College as now or in the future constituted (and any successor). The College is incorporated by Royal Charter and has charitable status (charity registration number 309089). Our registered VAT number is 641755434.

**"you"** or the **"parents"** means each person who has signed the Acceptance Form (or a person who with the College's written consent replaces a person who has signed the Acceptance Form). The College requires the signature of both parents on the Acceptance Form unless a specific court order has removed the parental responsibility of one of the parents, in which case a copy of the order must be provided to the College.

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"**. The examples that are given are not exclusive or limiting examples of the matter in question.

Also, in these terms and conditions, we use headings to introduce the separate provisions. These headings are for ease of understanding only.

- (b) *Our contract with you.* The **Acceptance Form**, the **Schedule of Fees**, the letter of offer, the Conditions of Award of a bursary or other award (if applicable) and these **terms and conditions** (as in each case may be varied from time to time) form the terms of an agreement (the **"contract"**) between you and the College. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

## 2. **Acceptance and Deposit**

- (a) *How you accept our offer of a place.* An offer of a place for your child at the College is accepted when we receive the Acceptance Form, duly completed and signed by you. A deposit as shown on the Schedule of Fees for the relevant year is payable when you accept the offer of a place.



- (b) How we use the deposit. Unless stated otherwise in these terms and conditions, the deposit will be retained in the general funds of the College until it is credited, without interest, to the final payment of fees or other sums due to the College on your child's leaving.
- (c) The non-refundable status of the deposit. Except for where Clause 2(d)(i) applies, the deposit is **not refundable if your child does not take up a place at the College**, other than in the circumstances where you have given notice to the College of the cancellation of your child's place before the first day of January of the calendar year before your child's entry to the College. In such circumstances the College shall refund the deposit to you, without interest, less 25%, which represents its costs in administering your dealings with the College or a reasonable estimate of those costs.

**PLEASE READ THE NEXT SECTION CAREFULLY** - it deals with what you need to do if you wish to cancel your acceptance of a place before your child joins the College and what happens if you cancel at that stage.

The cancellation of a place which has been accepted can cause losses to the College, especially if it occurs after other families have taken their decisions about schooling for their children as it means we are less likely to fill the place. This is why we require the period of notice referred to here for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

- (d) **Cancelling your acceptance of a place before your child joins the College**
- (i) Cancellation rights. If the offer of a place and its acceptance are both made entirely at distance by means of, for example, post or electronic communication without either of you meeting face to face with a member of the College staff between offer and acceptance, you have the right to cancel this contract at any time within 14 days of the day after we receive your completed and signed acceptance form. In such circumstances the deposit will be refunded together with any fees paid, pro-rated if the College has provided any educational services under this contract. 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's website.
- (ii) Notice to cancel your acceptance of a place before your child joins the College. **If you wish to cancel your acceptance of a place BEFORE your child starts at the College you must either give us a term's notice to that effect or pay to the College a term's fees in lieu of notice.** This means that if, for example, your child is due to start at the College in September (at the start of an academic year) then you would need to tell us in writing that you wish to cancel your acceptance of their place on or before the first day of the preceding summer term (i.e., the final term of the previous academic year) or pay a term's fees in lieu of notice as referred to above.
- (iii) If we receive a term's notice. If you provide a term's notice, no further fees will be payable but you will not receive a refund of the deposit (the only exceptions to this are if you are entitled to a refund of the deposit under Clause 2(c) or Clause 2(d)(i) above).
- (iv) If we do not receive that period of notice. **If you do not provide us with a term's notice (or if no notice is provided at all) a term's fees in lieu of notice shall be payable by you and shall become due and owing to the College upon demand as a debt.** The term's fees in lieu of notice shall be charged at the rate payable for the term of your child's proposed entry to the College. The College will credit the deposit you have paid (without interest) to the payment of the term's fees in lieu of notice.



- (v) Cancelling a place offered in the term before entry. Except for where Clause 2(d)(i) applies, if the offer of a place is made within a term of your child's proposed entry to the College, you may cancel and terminate this contract by notifying the College in writing at any time before such entry but you shall pay one term's fees at the rate payable for the term of proposed entry, less the deposit, payable as a debt.

### 3. College Fees, Supplemental Charges and Payment

- (a) What the fees include. Unless set out in the Schedule of Fees or notified to you at any time, the fees include the costs we incur in the usual course of educating your child, and, if applicable, facilitating our boarding provision.
- (b) What the fees do not include: supplemental charges. We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the College in addition to the fees) as **supplemental charges**. By way of example, any charges arising in respect of co-curricular activities such as private music lessons, public speaking / acting tuition, trips and educational visits shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges shall be charged as supplemental to the fees. Additional costs incurred by the College in providing for the special educational needs of your child, for example, the provision of additional teaching may also be charged as supplemental to the fees where it is lawful to do so.

**PLEASE READ THE NEXT SECTION CAREFULLY** - it deals with your responsibility to pay the fees and supplemental charges.

- (c) (i) Who is responsible for ensuring payment. **Each person who has signed the Acceptance Form is jointly and severally liable for payment of the whole of the fees and any supplemental charges due to the College, together with all applicable taxes. This is because our contract applies to both of you together and each of you on your own.** The persons who have signed the Acceptance Form remain liable to the College for the whole of the fees and any supplemental charges and any other sums due to the College, **UNLESS AND UNTIL** the College has agreed in writing with each of those persons to look exclusively to any other person for payment of the fees or any part of them and/or any supplemental charges and/or any other sums owing to the College. Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the College are paid, together with taxes, as applicable. In practice what this means is that if fees or supplemental charges or any other sums due 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 either parent or both parents.
- (ii) How can one person remove him / herself from their payment responsibility. **A person who has signed the Acceptance Form may withdraw from 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 who has signed the Acceptance Form.**
- (iii) Payment of Fees by a third party. An agreement with a third party to pay the fees, supplemental charges or any other sum due to the College does not release you 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 Group Finance Director. The College reserves the right to refuse a payment from a third party.



- (iv) How bursary and other awards are treated. If your child has been awarded a bursary or any other form of financial assistance (e.g. by way of fee remission), your responsibility will be to pay 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 (the **Conditions of Award**). An award may also 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, where applicable, if upon or following 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 bursary, a child is withdrawn from the College, no fees in lieu of notice will be payable.
- (d) Payment of fees. Except where a separate agreement has been made between you and the College, **fees, together with taxes, as applicable, for each term are due and payable by direct bank transfer or direct debit before the commencement of the term to which they relate, i.e. before the first day of that term.** The annual fees are divided into three equal parts and are charged separately on a termly basis, regardless of the length of any term and regardless of your child's year group. **If an item on the invoice is under query, the balance of that invoice must be paid. If the Parents wish to pay fees by instalments, they may do so by a separate agreement between themselves and School Fees Plan, details of which can be found on the School's website.**
- (e) Payment of supplemental charges. The supplemental charges due for each term (and other unpaid supplemental charges that were agreed during the previous term) will be included in the College's invoice. **All such supplemental charges, together with taxes, as applicable, must be paid in full by direct bank transfer on or before the first day of the next term.**
- (f) Refusal to accept payment. 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.

**PLEASE READ THE NEXT SECTION CAREFULLY**- it sets out what rights we have, and what action the College may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.

- (g) (i) Non-payment of fees. **The College may refuse to allow your child to attend the College or to withhold any information, character references or property while payment of any amount is overdue, or where there is a persistent failure by you to make payments on time.** If we refuse to allow your child to attend the College for a period of 28 days or more in such circumstances, he / she will be deemed withdrawn without the required notice and a term's fees in lieu of notice will be payable in accordance with Clause 4. Exclusion in these circumstances is not a disciplinary matter and there is no right to a *Stage 3 Panel Hearing* under the College's *Parental Complaints Procedure*.
- (ii) Non-payment of supplemental charges: refusal to participate in the relevant activity. **The College reserves the right to refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) and / or any applicable taxes remains unpaid.**





- (iii) Interest charges and costs relating to unpaid fees. If you do not make any payment to the College by the due date for payment we may charge interest to you on the overdue amount at the rate of 3 per cent a year above the base rate from time to time of the College's bank. 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.** You will also be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid sums from you (including reasonable legal costs) regardless of the value of the College's claim and Part 45 of the Civil Procedure Rules 1998 shall not apply.
- (iv) Notification of other educational establishments of outstanding payments. **You acknowledge that the College may make enquiries of your child's previous schools for confirmation that all sums due and owing to such schools have been paid. We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges or other sums due to the College.**
- (h) Request for payment of fees in advance. Where fees are outstanding and have in the current or previous academic year been paid late on more than 1 occasion, or have been returned by the bank, we may require you to pay up to a year's fees in advance prior to the start of the relevant term at a date specified by the College.

**PLEASE READ THE NEXT SECTION CAREFULLY-** it sets our right to increase the fees during the course of your child's time at the College.

- (i) The ability to increase the fees after review. Fees are reviewed annually and are subject to increase them from time to time. We will normally give you at least a term's notice of a fees increase, which 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(a) below. If you receive less than a term's notice of a fees increase, you may give to the College written notice of withdrawal of your child within 21 days from the date the notice is given and you will not be liable to pay fees in lieu of notice and the deposit will be refunded, without interest, less any sums owing to the College.
- (j) Fees and supplemental charges will not be reduced due to your child's absence. Save where there is a legal liability, including liability under a court order or under the provisions of this contract to make a refund or reduction, fees and any agreed supplemental charges will not normally be waived, reduced or refunded as a result of absence due to illness or if the College is temporarily closed due to adverse weather conditions or other safety related or good reasons or for any other reason other than , or exceptionally and at the sole discretion of the Head in a case of genuine hardship. 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 or refund of fees will be made in respect of such periods spent at home.
- (k) Fees in advance schemes. An agreement by the College to accept payment in advance is discretionary and will be subject to a separate agreement between you and the College incorporating the FIA Terms and Conditions. The College will administer the capital sums paid to meet the fees pursuant to the FIA Terms and Conditions PROVIDED THAT you meet the difference between the amount per term applied by the College under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. For the avoidance of doubt, the College shall provide a termly statement of account in respect of the fees and supplemental charges and the difference shall be payable in accordance with the terms of this contract.



- (l) Indemnity. You shall indemnify the College against all losses, expenses (including legal expenses) and interest suffered or incurred by the College if the College is required to pay all or part of any sum paid to it on your behalf to a third party.
- (m) Information on your identity and the source of funds. From time to time we may ask you to provide us with sufficient information 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 other similar sanctions imposed by any competent authority;
  - (iv) your child's right to enter, live and study in the United Kingdom; and
  - (v) the legitimate source of funds you are using to pay the fees.
- You must provide the College with the information and documentation we ask for.
- (n) Allocation of payments to your fees account. Except where expressly agreed with you otherwise, payments will usually be allocated by the College to the earliest balance on your fees account. You agree that a payment made in respect of one child may be appropriated by the College to the unpaid account of any other of your children.

**PLEASE READ THE NEXT SECTION CAREFULLY-** it sets out what period of notice we require from you if you wish to (i) withdraw your child from the College, (ii) change the nature of your child's place at the College, or (iii) remove them from participating in an activity for which there is a supplemental charge.

Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given - we refer to the relevant sum as "fees in lieu of notice".

#### 4. Notice Requirements

- (a) Notice to withdraw your child from the College. **If you wish to withdraw your child from the College (other than at the normal leaving date), 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, at such rate as would have been charged for the final term of provision if a term's notice had been given.** This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (i.e., 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 final term of the preceding academic year) or pay a term's fees in lieu of notice. It is expected that you will consult with the Head before giving notice to withdraw your child.
- (b) When the relevant amount in lieu of notice must be paid. If your child is withdrawn on less than a term's notice, fees in lieu of notice less the deposit will be due and payable as a debt immediately upon demand from the College.



- (c) Applying to transfer from a boarding place to a day place. It is expected that, if your child is a boarder, they will maintain their boarding status throughout each full academic year. However, if you or your child wish to transfer your child's place from a boarding place to a day place, you must first obtain the express permission of the Head in writing. 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 child and the College in reaching the decision. **Any such transfer is subject to the availability of places.** Where permission is granted by the Head, you must give at least a term's notice of your or your child's wish to transfer from boarding to day status. Where such a transfer occurs at any time other than at the start of the academic year following the notice, the Parents will remain liable for fees at the boarding rate for the remainder of that academic year.
- (d) Applying to transfer from a day place to a boarding place. If you or your child wish to transfer your child's place from a day place to a boarding place, you must first obtain the express permission of the Head in writing. 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 child and the College in reaching the decision. **Any such transfer is subject to the availability of places.** Fees at the boarding rate will apply from the date of commencement of boarding.
- (e) Withdrawing from a supplemental activity. 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. Such payment will be due and payable as a debt immediately upon demand from the College.
- (f) Withdrawal part-way through a term. The College's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due or to obtain a refund of fees or supplemental charges by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

## 5. College Rules

- (a) Compliance with the College Rules. **It is a condition of remaining at the College that you and your child comply with the College Rules and all other relevant College policies, including the College's behaviour and discipline policy.** In addition, you warrant that your child 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. When your child is chosen to represent the College, for example in one of the College's teams, your child is expected to take part.
- (b) Testing for consumption of drugs or alcohol. The College may undertake drug and alcohol testing of pupils in accordance with its drug and alcohol policy, as set out in the College Rules. The drug and alcohol policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- (c) Monitoring of email communications, internet and social media use. The College may, subject to applicable data protection legislation, monitor your child's use of:
  - (i) email and social media;
  - (ii) the internet and any internet-based platform; and
  - (iii) mobile electronic devices,

for the purpose of ensuring compliance with the College Rules and with the College's policy on acceptable use of IT and e-mail 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.





## 6. Disciplinary Procedures

- (a) The Head's discretion to suspend or exclude your child. The Head may in his/her discretion suspend or expel your child from the College if he/she considers that your child's conduct or behaviour (including behaviour outside College) is seriously unsatisfactory and in the reasonable opinion of the Head the suspension or exclusion is in the College's best interests or those of your child or other children.
- (b) The Head's discretion to require you to remove your child from the College. The Head may in his/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; and/or 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; and/or brings (or is likely to bring) the College into disrepute; and/or is not in accordance with your obligations under this contract or because we have a legal right to end this contract because of something you have done wrong;
  - (ii) your child's attendance or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the College's best interests and/or those of your child or other children;
  - (iii) your child's presence at the College presents a risk to himself / herself and / or to any other pupil and the removal of your child is considered necessary and proportionate or we are restricted or prevented from fulfilling our responsibilities to your child or any other child; or
  - (iv) the College is no longer able to provide adequately for your child's special educational needs.
- (c) What happens if your child is suspended, excluded or removed from the College. Should the Head exercise his/her 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) in or relating to the term in which your child is excluded, suspended or removed and (save only in the case of a suspension) the deposit will be forfeited meaning the College shall retain the deposit. However, in such circumstances fees in lieu of notice will not be payable and any prepaid fees for or relating to any terms after the exclusion/required removal will be refunded.
- (d) Impact of exclusion or required removal. Provided you have paid the College's final invoice, this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the College. The College reserves the right to record the leaving status of your child on your child's file immediately after exclusion or required removal.
- (e) Where you can find examples of offences punishable by suspension or expulsion. 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 your child's record at the College may be taken into account. The Head may also decide to accelerate the disciplinary process set out in the College Rules where there has been previous misbehaviour, or the circumstances of the offence warrant it.
- (f) Your right to have disciplinary matters or decisions reviewed. The review of serious disciplinary matters is governed by the College's *Behaviour Policy* and *Parental Complaints Procedure*, copies of which appear on the College's website and are also available upon request.



- (g) Other complaints. A complaint about any matter of College policy or administration not involving an expulsion or removal of your child must be made in accordance with the College's *Parental Complaints Procedure*, a copy of which is available on the College's website and is also available on request.

## 7. The College's Obligations

- (a) The period of your child's schooling. It is assumed that subject to these terms and conditions, your child satisfying the relevant criteria at the time and the College being able to continue to meet your child's needs, 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 secondary schooling (i.e., the end of Year 13 – which shall be the normal leaving date). You will usually be consulted before the end of the Lent Term if there appears to be any reason why your child may be refused a place in the next year at the College. Unless your child will be leaving at the end of Year 13, you 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 Clause 4 above if you do not intend for your child to proceed to the next year at the College, or a term's fees in lieu of notice will be payable.
- (b) Entry into Year 12. **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 examination are known and may make entry to Year 12 conditional upon the results of such examinations. The College may vary the criteria for entry to Year 12.
- (c) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a pupil of the College, we 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 and welfare to at least the standard required by law in the particular circumstances. The College will exercise reasonable care and skill in providing educational and welfare services for your child. 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. **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.**
- (d) Consent to participation in contact sports and similar activities. 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 may entail some risk of physical injury.
- (e) Consent for educational trips and visits. A variety of educational visits will be provided for your child. You will be provided with relevant information in advance of educational visits. Unless you specifically notify the College, in writing, that you do not wish your child to take part in a specific educational visit, by signing the Acceptance Form or agreeing to be bound by these terms and conditions you consent to your child taking part in all educational visits. These include:
- (i) visits (including overnight or residential stays) which take place during the weekends or school holidays;
  - (ii) non-routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day;
  - (iii) adventure activities which may take place at any time.

You agree that your child shall be subject to College discipline and the College Rules in all respects whilst engaged in an educational visit.



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- (f) The cost of educational visits and trips. We will advise you in advance of any additional costs associated with an educational visit or trip, including those visits described in Clause 7(e) above. The cost of such a visit may be payable in advance as a supplemental charge and may be subject to a separate agreement. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect your child's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice as a supplemental charge. We reserve the right to prevent your child from taking part in an educational visit while any sum remains unpaid or where it is deemed inappropriate for them to take part for reasons of discipline or safety.
- (g) What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the College's care, we will try to contact you or a second emergency contact. **However, if we are not able to contact you or a second emergency contact in time, you authorise the Head to consent on your behalf to your child receiving emergency medical treatment where certified by an appropriately qualified person as necessary for your child's welfare.** By signing the Acceptance Form, you consent to the administration of appropriate first aid in non-urgent and less serious cases and non-prescribed medications.
- (h) Transport. You consent to your child travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- (i) 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 or in statements made by staff or pupils during a visit or an open day. If you intend to take account of the information provided to you when deciding whether to enter into this agreement, you should seek specific confirmation from the Head that the information is accurate before returning a completed Acceptance Form to the College.
- (j) Our right to make changes at the College. Our prospectus describes the broad principles on which the College is presently run. However, from time to time it may be necessary to make changes to any aspects of the College, including the curriculum 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).
- (k) We will give you notice of significant changes. We will endeavor to give you notice of any changes that we regard as significant to your child's education as soon as reasonably practicable and, where possible, prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the College before the proposed change 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(a) above.
- (l) Monitoring your child's progress. 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 academic progress or behaviour, 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 agree to cooperate fully with any investigation of your child's educational needs and any refusal to do so may be regarded as unreasonable behaviour. You agree to notify the Head, in writing, if at any time you are aware or suspect that your child has a learning difficulty. You must provide the College with copies of all written reports and other relevant information. You child's place will be cancelled, or, once your child has started, you will withdraw your child, upon request, if, in the professional judgement of the Head and after consultation with you and with your child (where appropriate), the College is unable to provide adequately for your child's special educational needs. The 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.



- (m) Religious observance. Religious observance at the College shall be conducted in accordance with the College Rules.
- (n) Sex education. Your child will receive health and life skills education including relationships and / or sex education appropriate to his / her age in accordance with the curriculum from time to time. You may withdraw your child 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 your child's 16th birthday by giving formal notice in writing that you do not wish your child to take part. After that time, your child may decide for themselves if they wish to receive sex education. Your child cannot be withdrawn from relationships education.

## 8. The Parents' Obligations

- (a) We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Head and College staff need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- (b) Examples of the co-operation and assistance we require. You shall co-operate with the College and College staff in good faith, and including in particular by:
  - (i) maintaining a constructive relationship with College staff (including in instances where the College is exercising its rights and performing its obligations under this contract);
  - (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 any significant changes to your circumstances which arise at any time (including those that affect or may affect your ability to pay the fees and supplemental charges for your child, any family circumstances, court proceedings or court orders which might affect your child's welfare or happiness and any concerns about your child's safety as well as any changes 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); and
  - (vi) attending meetings and keeping in touch with the College where your child's interests so require.
- (c) Medical information and information about learning difficulties. **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 must, as soon as possible, disclose to the College in confidence any known medical condition, health problem or allergy affecting your child, any history of a learning difficulty on the part of your child and any disability, special educational need or any behavioural, emotional and / or social difficulty on the part of your child, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the College or otherwise, any reports or other materials relevant to any of the same. **Failure to provide such information may undermine the College's ability to care for your child, and the College may require the removal of your child from the College and terminate this contract if relevant information is withheld.**



- (d) The College's commitment. We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect your child'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. You agree that the Head has the right to require your child to remain away from the College temporarily at your home or the home of your child's educational guardian:
- (i) pending the outcome of an investigation; or
  - (ii) if the Head considers that your child's presence at the College presents a risk to himself / herself or to any other pupil or to any member of the College community.
- (e) Circumstances where we may require you to keep your child away from the College. 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 may be required 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, 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).
- (f) You must notify us of any special arrangements needed for your child. You must inform the College of any situations where special arrangements may be needed in relation to your child, including in relation to their education or welfare. If you would like information about your child to be kept confidential, you must immediately contact the Head in writing, requesting an acknowledgment of your letter.
- (g) 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; and/or (iii) the payment of fees and/or supplemental charges. 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).
- (h) Appointment of an education guardian If you are resident or working outside the United Kingdom, or otherwise absent for extended periods, you must as a condition of entry to the College appoint an education guardian for your child in the United Kingdom who has been given legal authority to act on behalf of you in all relevant respects and to whom the College can apply for authorities when necessary. The College accepts no responsibility for your child when he or she is in the care of you or his / her education guardian. You or the education guardian must make holiday arrangements, including travel to and from the College, in advance. You are responsible in each case for making suitable arrangements to appoint an education guardian. You must, immediately on appointment of an education guardian, provide the College with up to date contact details for your child's appointed education guardian and must immediately notify the College of any changes to those details. You shall, upon request, provide such further information to 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.





- (i) We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. You acknowledge and agree that, prior to and during your child's time at the College, the College is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 8(j) below, you (and each of 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; and
  - (ii) any communication from the College to one of you as having been given to both of you.

**PLEASE READ THE NEXT SECTION CAREFULLY** - it sets out who needs to sign a notice of withdrawal of your child.

- (j) We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child or cancellation of a place served under this contract (including under Clauses 2(d)(i), 2(d)(ii), 3(c)(ii), 4(a) or 4(c)) must be in writing and signed by each of you. The College shall be entitled not to accept such notice unless and until the prior written consent of any other person with parental responsibility has been received, where applicable.
- (k) 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 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 the adult who will have care of your child for the period of your absence.
- (l) Absence. 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.
- (m) Notification of concerns. Any expression of dissatisfaction about action taken or a lack of action by the College, where you seek action by us, must be notified to the College as soon as practicable. Complaints should be made in accordance with the College's *Parental Complaints Procedure*. A copy of the most up-to-date version of the *Parental Complaints Procedure* is on the College's website and is otherwise available from the College at any time upon request. You will remain courteous and respectful at all times in your dealings with the College regardless of any complaint.

## 9. Insurance

Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or his or her property while at College or for the payment of fees due to absence of your child or closure of the College premises. Your child is included in an obligatory personal accident insurance scheme, the charge for which is a supplemental charge.



## 10. How we may use Personal Information: References, Confidentiality and Data Protection

- (a) We may provide a reference for your child. 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 will be confidential and shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the College. 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 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 or on behalf of the College.
- (b) We will need to use information relating to you or your child for certain purposes connected with the running of the College. This will include names, contact details, College records, photographs and audio-visual recordings, both whilst your child is at the College and after he or she has left, and (where appropriate) relating to you, for the purposes of:
- (i) managing relationships between the College and current pupils/parents and fulfilling our obligations under the contract with you;
  - (ii) promoting the College to prospective pupils/parents;
  - (iii) publicising the College's activities; and
  - (iv) communicating with the College community and the body of former pupils.

In respect of (ii), (iii) and (iv), 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 the College's social media channels).

**If you do not want your child's photograph or image to appear in any of the College's promotional material you must make sure your child knows this and must notify the Head in writing immediately.**

- (c) 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; and
  - (ii) inform the College (via *Admissions*) 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.
- (d) As a **Child Student** sponsor we may provide certain information to UKVI. In order to comply with our responsibilities as a licensed Child Student sponsor, we may notify and/or supply information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to United Kingdom Visas and Immigration (UKVI) unit of the Home Office (and to do so whether we actually sponsor your child or not).
- (e) 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 academic 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 data protection law).



- (f) Data Protection Law. The College will process personal data about you and your child in accordance with current data protection law. We will process such personal data:
- (i) as set out in this Clause 10, and in the College's 'Data Protection Policy', which is available on the College's website, as may be amended from time to time;
  - (ii) as set out in the College's Privacy Notice(s) which are published on the College's website;
  - (iii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
  - (iv) to perform our obligations and exercise our rights under this contract, and where otherwise reasonably necessary for the College's purposes.

## 11. Intellectual Property Rights

Recognising these rights. We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

## 12. Changes in Ownership

The circumstances in which we may transfer this contract to someone else For the purposes of constitutional changes to the College or amalgamation of the College with another, we may transfer the undertaking of the College to any other natural or legal person and/or to amalgamate the College with any other educational institution, and in any such instance to assign the benefit and burden of this contract in connection with any such transfer or amalgamation. We will notify you to let you know if we plan to do this and we will ensure that the transfer/amalgamation will not affect your rights under this contract.

**PLEASE READ THE NEXT SECTION CAREFULLY** - it sets out the rights we have, and that you have, to cancel this contract early (that is, before the normal leaving date for the end of your child's schooling).

## 13. Termination of this Contract

- (a) Our rights to end the contract. The College may terminate this contract on one term's notice in writing sent by ordinary post or email where it has good cause and following consultation with you and your child (if of sufficient maturity and understanding). The deposit will be refunded, without interest, less any outstanding balance of fees or other sums due to the College. The College may also end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:
- (i) 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) you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the College to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) 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);



- (iii) you fail or refuse to complete and submit to the College a medical questionnaire in respect of your child;
  - (iv) you (or either of you):
    - (a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract or if we are unable to complete compliance checks which are, in our opinion, satisfactory, regarding the source of your payment;
    - (b) are otherwise unable to pay your debts as they fall due; (c) are the subject of a bankruptcy petition or order; or
    - (d) you enter into an individual voluntary arrangement; or
  - (vi) you otherwise do not comply with (i.e., 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.
- (b) *Your rights to end the contract.* You may end this contract at any time by notice in writing to the College if:
- (i) you have a legal right to end the contract because of something we have done wrong; or
  - (ii) the College becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) *Ending the contract will not affect any accrued rights.* 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.

#### **14. Events outside of our, or your, control**

- (a) *What is meant by "event outside of our/your control".* We mean any event beyond either your or our reasonable control including, by way of example, acts of God, war, riot, civil commotion, compliance with any law or governmental order, 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 14 we shall refer to these as an "**event**";
- (b) *What happens if we / you are affected by an event outside of **our** / **your** control.* If an event arises which prevents or delays the College's or your performance of any of its or your, as applicable, obligations under this contract, the affected party shall give the other party notice in writing as soon as practicable specifying the nature and extent of the circumstances giving rise to the event. Provided that the affected party has acted reasonably and prudently to prevent and/or minimise the effect of the event, that party will not be responsible for not performing those of its obligations which are prevented or delayed by, and during the continuance of, the event. Where the College is affected by an event, and 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).
- (c) *Events lasting more than 6 months.* If the affected party is prevented from performing all of its obligations as a result of an event for a continuous period of more than six (6) months, that party shall notify the other of the steps it plans to take to ensure performance of the contract after such period and the other party shall then, following receipt of such notice, be entitled to end this contract on written notice and without giving a term's notice or paying fees in lieu of notice.



- (d) What happens if your child is affected by an event outside of **your** control. Subject to Clause 3(i), if your child is physically unable to attend (or is likely not to be physically able to attend) the College 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 of education by the College 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; and
  - (iii) if the event continues to prevent your child from attending the College or being able to participate and benefit from any level of provision of education by the College 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.

## 15. Communications between you and the College

- (a) Notices must be in writing. All notices required to be given under these terms and conditions must be given in writing.
- (b) We will use the contact details held by the College to contact you. **You must 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 and other contact details shown in our records. You must notify the College of any change of address(es) or other contract 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) sent by email to the College to the following address: [headmaster@bradfieldcollege.org.uk](mailto:headmaster@bradfieldcollege.org.uk);
  - (ii) 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; or
  - (iii) otherwise sent to the College's address by first or second class post.

**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 2, 3 or 4 of these terms and conditions are sent to the College by recorded or other form of registered post requiring a signature upon receipt as proof of delivery. If you choose to send any notices to us by email, we recommend that you telephone the College office to confirm safe receipt if we have not acknowledged your email within 48 hours.**





**16. The law that applies to this contract and where legal proceedings may be brought.**

- (a) The law that applies to this contract. The contract between you and the College is governed by English Law and either you or the College must bring legal proceedings in respect of this contract in the English courts.
- (b) Rights in relation to the enforcement of this contract. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

**17. Variations to the terms and conditions**

Reserving the right to change these terms and conditions. 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 endeavour to send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.

(End)