

CLIFTON
COLLEGE

Acceptance Form and Terms and Conditions



CLIFTON
COLLEGE

Clifton College Acceptance Form

I / We hereby accept the offer of a place at the College for _____

who will enter the College at the beginning of the Autumn / Summer / Lent term 20 _____

I / We have transferred an amount of £ _____ being the total of the Acceptance Deposit and, if applicable, the Additional Deposit payable on acceptance of the offer of a place.

Before signing this Acceptance Form, I / we have read (i) the terms and conditions attached to this Acceptance Form and (ii) the School Rules (contained within the relevant Behaviour Policy which is available on the College website) and I / we have drawn them to the attention of my / our child).

I / We acknowledge that my / our child shall observe and be bound by the School Rules (including any future versions of them which are in place at the relevant time).

I / We further acknowledge and agree that the terms and conditions attached to this Acceptance Form (and as varied from time to time) together with the letter of offer, this Acceptance Form, the Conditions of Award (if applicable) and the Schedule of Fees (as varied from time to time) form the legally binding contract between me / us and the College.

I / We agree to pay the fees and supplemental charges when due and, by signing this Acceptance Form, I / we acknowledge that a term's fees are now payable and that subject to the cancellation rights set out below and in the College terms and conditions a term's notice is required to cancel this contract before my / our child enters the College or to withdraw my / our child after they have entered the College (or a term's fees is payable).

I / We confirm that (if applicable) I / we are not (jointly or individually) in arrears on the payment of any fees or charges owing to our child's current (or previous) school or educational establishment and I/We understand that the College may at any time make inquiries of my/our child's current or previous schools for confirmation that all sums due and owing to such school(s) have been paid. I / We understand that the College may inform any other school or educational establishment to which I / we propose sending my / our child if any Fees of this School are unpaid. I / We also understand that the College may make reasonable enquiries of relevant third parties (for example credit reference and risk management agencies) about my / our financial means, identities and backgrounds in appropriate circumstances.

By signing this Acceptance Form I / we also confirm as individuals and jointly that:

(a) all holders of parental responsibility for the above-named pupil have signed this Acceptance Form or provided their written consent to my / our child joining the College and that no one who holds parental responsibility for him or her is required to give consent.

If any person signing this Acceptance Form does not have parental responsibility for the child, please provide a brief written explanation of the relationship between that person and the child together with the name(s) of all others with parental responsibility for the child:

(b) unless otherwise notified to the College in writing prior to signing this Acceptance Form I / we:

(i) have disclosed and will continue to disclose all court orders in place in respect of the care or living arrangements of our child or the payment of fees for their education and all court orders, criminal proceedings, statutory demands or bankruptcy petitions relating to either parent (including any court orders relating to financial matters); and

(ii) confirm that all information or circumstances about or relating to me / us and / or my / our child (including but not limited to medical information about my/our child) that has previously been disclosed to the College (including on the College's registration form or otherwise as part of the College's registration and admissions process) is and remains complete and accurate as at the date when I / we sign this Acceptance Form and I / we will continue to provide to provide all relevant information in the future; and

(iii) confirm that before signing this Acceptance Form, I / we have seen or had an opportunity to see all the documents referred to in the College's terms and conditions, including the School Rules; and

(iv) confirm that my / our child has the right to enter, live and study in the United Kingdom and, if I / we require the College to sponsor our child as a condition of their entry into the United Kingdom, such requirement has previously been notified to the College and I/We consent to the arrangements for my/our child's visa application, travel, reception and care arrangements in the UK; and

(v) am/are not Designated Persons under any UK enactment and will inform the College immediately if at any time I/we become a Designated Person(s). We will inform the College immediately if at any time we are Politically Exposed Persons.

(c) I / we confirm that my / our child has not been permanently excluded, suspended or removed from any other school for misconduct or for any other behaviour-related cause.

(d) I / we consent to my / our child taking part in all educational visits and activities which take place off College premises whilst they are a pupil at the College.

(e) I / we consent to my / our 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.

Second emergency contact

If only one person is to sign this acceptance form, the College requires you to complete the details below for a second person who you authorise the College to contact in an emergency. By signing this acceptance form you confirm that the second emergency contact has agreed to act in that capacity.

Full name:

Address:

Postcode:

Relationship to child:

Emergency contact telephone number:

Cancellation rights

I / We understand that we may cancel this agreement at any time within 14 days of the day following our receipt of this Acceptance Form only if the offer is made and accepted entirely at distance by means of post, fax or electronic communication. Please see the College’s Cancellation Notice and Cancellation Form on the College website under Policies.

I / We consent to the College providing educational services to my / our child if they start as a pupil at the College within 14 days of the date of this Acceptance Form.

How we use your information

For more information about how the College will use your information, and your child’s information, please see our Pupil Privacy Notice and our Parent Privacy Notice. Both of these documents are published on the College’s website under Policies.

If your child is going to enter Year 7 or above, they have the maturity to exercise their own data protection rights. Therefore please show them a copy of the Pupil Privacy Notice and discuss it with them.

(Where applicable both signatories are to sign, print name and date this form)

First signatory:	Second signatory:
Name in full:	Name in full:
Date of birth:	Date of birth:
Relationship to child:	Relationship to child:
Address:	Address:
Postcode:	Postcode:

PLEASE NOTE:

The College is entitled to treat any instruction, authority, request or prohibition received from one signatory as having been given on behalf of all signatories and therefore on behalf of all those with parental responsibility for the child, unless there is clear evidence of a contrary view. An exception to this is with regard to notice to cancel the place or a notice of withdrawal of the child from the College - such notice must be signed by all those with parental responsibility for the child. See section 4 of the terms and conditions.

Clifton College
Terms and
Conditions

1. Definitions

(a) In these terms and conditions (and in the Acceptance Form to which these terms and conditions are attached) some words and phrases have particular meanings and have to be defined. Such defined terms are set out here:

“Acceptance Deposit” means the sum set out in the Schedule of Fees and payable by the parent on acceptance of the place;

“Additional Deposit” means the sum set out in the Schedule of Fees and payable by the parents (if applicable) on acceptance of the place;

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

“child” means the child named on the Acceptance Form whether or not they are aged 18 or over;

“the Complaints Procedure” is 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 procedure is available from the College at any time upon request and is published on the College’s website;

“education guardian” means a responsible adult appointed by the parents if resident overseas whom the College may contact in the absence of the parents. The parents are responsible for appointing a suitable education guardian for the child;

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

“Head” means the person appointed by the College’s governing Council to be responsible for the day-to-day management of the College, including anyone to whom such duties have been duly delegated. The Head includes the Head of the Upper School and/or Head of the Preparatory School as applicable;

“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;

“School Rules” means the rules of the College 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. The applicable School Rules are contained within the Behaviour Policy available to the Parents via the parent portal and on the College website. A copy of the School Rules is always available upon request at any time;

“School Policies” means the policies of the College as amended from time to time and which are published and available on the College website and otherwise upon request at any time;

“term” means the period between and including the first and last days of a term of the College as notified to parents from time to time;

“a term’s notice” means written notice addressed to the Head given before the first day of a Term and expiring at the end of that Term;

“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 Clifton College (a company (no. RC000124) incorporated in England and Wales under Royal Charter; and registered as a Charity (no. 311735) (and “our” shall be construed accordingly). The College currently operates: Preschool for pupils aged 3 to 4 years, the Preparatory School for pupils aged 4 to 13 years; and the Upper School for pupils aged 13 to 19 years.

“you” or the “parents” means each person who has signed the Acceptance Form as a parent of the child, or a person who with the College’s express written consent replaces a person who has signed the Acceptance Form (and “your” shall be construed accordingly).

Use of the word “including” shall mean (and be construed) such that the examples that are given are not intended to be exclusive or limiting examples of the matter in question.

(b) The Acceptance Form, the letter of offer, the conditions of award (if applicable), the Schedule of Fees, and these terms and conditions (as in each case may be varied from time to time) form a legally binding contract (the “contract”) between you and Clifton College.

(c) Only You and the College are parties to the Contract. 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 Deposits

(a) An offer of a place for your child at the College is accepted by your submitting the duly completed Acceptance Form and paying the Acceptance Deposit. Unless stated otherwise in these terms and conditions the Acceptance 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.

(b) For reasons of administration, the right is reserved to require payment by parents of an additional deposit (Additional Deposit), as shown on the Schedule of fees for the relevant year, in the case of a pupil whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the College until the child leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the College on leaving, unless stated otherwise in these terms and conditions.

(c) if the offer of a place and its acceptance are both made entirely at distance by means of post or electronic communication without either of the parents meeting face to face with a member of the College staff during the contractual process, the parents have the right to cancel this agreement at any time within 14 days of the day after we receive your completed and signed Acceptance Form. Information about the right to cancel and how to cancel is set out in the College's cancellation notice and form published on the College website. In such circumstances the Acceptance Deposit and the Additional Deposit if relevant, will be refunded together with any fees paid pro-rated if the College has provided any educational services under this agreement.

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 may otherwise be outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the College.

(b) Any co-curricular activities (such as individual instrumental 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 addition (and by way of further example), all public examination charges and the Old Cliftonian alumni membership subscription fee shall be charged as supplemental to the fees. Additional charges incurred by the College in providing for the learning support needs of your child may also be charged as supplemental to the fees where it is lawful to do so.

(c) (i) Each of you who has signed the Acceptance Form is liable for the whole of the fees due and any and all supplemental charges. This is because our contract applies to both of you together and each on your own. And, each of you remains liable to the College for the whole of the fees and supplemental charges due UNLESS AND UNTIL the College has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/ or any supplemental charges (or any part of them).

(ii) A person who has signed the Acceptance Form may be released from their obligations under this contract with the College by submitting a term's notice AND PROVIDED THAT they have obtained the prior written consent of both the College and the other person who has signed the Acceptance Form.

(iii) If your child has been awarded a bursary or other award (including a head master's award), your liability will be 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 or behaviour no longer merits the continuation of the award, 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 fourteen (14) days following the withdrawal of a scholarship, your child is withdrawn from the College, no fees in lieu of notice will be payable.

(d) Except where a separate agreement has been made between the Parents and the College for the deferment of payment of fees, each term's fees accrue separately and the fees payable in respect of each term fall due before the first day of that term and will be included in an invoice provided to those persons who signed the Acceptance Form (or such other person(s) the College may have agreed separately shall pay the fees under Clause 3(c)(i) above).

The fees must be paid in full by direct debit and as cleared funds on or before the first day of the term to which the invoice relates.

(e) An agreement by the College to accept payment of current and / or past and /or future fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the College. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the College to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

(f) If the College is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the College against all losses, expenses (including legal expenses) and interest suffered or incurred by the College.

(g) Any and all supplemental charges for co-curricular activities for each term (and for other charges that were agreed during the previous term) will be itemised separately and included in the invoice in arrears. All such supplemental charges must be paid in full before the first day of the then forthcoming term.

(h) We reserve the right to exclude your child from attending the College while fees and/or supplemental charges remain unpaid. If your child is excluded for a period of 28 days, they will be deemed withdrawn without Notice and a Term's Fees in Lieu of Notice will be payable.

(i) We reserve the right to refuse to allow your child to take part in College trips in the UK or overseas where there is persistent late payment or default in relation to the payment of fees and/or supplemental charges.

(iii) In the circumstances described in (h) (i) or (ii) above the College may withhold any information, character references or property while fees remain overdue where it is lawful to do so.

(i) (i) We may levy a late payment charge of £200 and also reserve the right to charge interest of 3 per cent (3%) per annum above the Bank of England Base Rate. unless otherwise notified to you 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 judgment. You must pay the College the late payment charge and interest together with the overdue amount.

(ii) Unless we expressly agree otherwise in writing with you, if we reasonably and properly incur any costs (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) in recovering or attempting to recover fees or any supplemental charges from you (or either of you) that have not been paid in accordance with the terms of this contract, then you shall be responsible for paying such costs in addition to the fees and/or supplemental charges (as the case may be) and any interest applied to such amount(s).

(iii) You acknowledge that the College has a right to inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

(j) 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 first day of the term before the term in which the increase is to be effected. If we give you less than

one term's notice of an increase in fees, 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 the College notice in writing of the withdrawal within twenty- one (21) days from the date when notice of the increase in fees is given. Should it ever arise, the College will give notice of this entitlement in the notice of the increase in the fees.

(k) Except 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 will not be refunded, reduced or waived if Your child is absent through illness; or is released home before or after public examinations or otherwise before the normal end of a Term; or a Term is shortened or a vacation extended; or the College is temporarily closed due to adverse weather conditions; or for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.

(l) An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.

(m) Except where the Parents expressly state the contrary, the College shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment made in respect of one child may also be appropriated by the College to the unpaid account of any other child of the Parents.

4. Notice Requirements

(a) If, and after expiry of the 14 day period (if applicable) as described in 2 (c) you wish to cancel your child's place after submitting the Acceptance Form and paying the Acceptance Deposit and Additional Deposit (if applicable) but before your child starts at the College you must give written notice to that effect before the first day of the term immediately preceding your child's proposed first term. If such notice is received by the College by that time the College will retain your Acceptance Deposit and if applicable return the Additional Deposit, if paid, but no further fees will be payable. However, if such notice is received on or after that date (or if no notice is received at all) the first term's fees shall be payable to the College as a debt. The term's fees shall be charged at the rate applicable for the term when your child was due to start and the College shall credit the Acceptance Deposit (without interest) to such payment of the term's fees (and you hereby acknowledge and agree that the College shall be entitled to retain the Acceptance Deposit on account of payment of the term's fees). The College also reserves the right to offset the Additional Deposit, if paid, against the term's fees.

(b) Except for where clause 2(c) applies, if the offer of a place is made within a term of entry, the parents may withdraw their acceptance of the place and terminate this contract by notifying the College in writing at any time before entry but they shall pay one term's fees at the rate payable for the term of entry, less the Acceptance Deposit, payable as a debt. The College reserves the right to offset the Additional Deposit, if paid, against the term's fees.

(c) If you wish to withdraw your child from the College (other than at the end of Year 11 (see clause 4(d) below) or at the end of the summer term of the Upper Sixth for which notice is required), 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.

(d) If the parents do not intend that the child will progress from Year 11 into Year 12 they are required to give one and a half term's notice to withdraw the child from the College.

(e) If you wish to change your child's place at the College from a boarding to a day place or from a full-boarding to a flex- boarding place you shall either give a term's notice or shall pay to the College the difference between the boarding / flexi- boarding and the day / flexi-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.

(f) In cases under (c) (d) or (e) above, if the required notice is not given, the appropriate sum in lieu of notice will become due and owing immediately to the College as a debt. The College reserves the right to offset the Acceptance Deposit and /or any Additional Deposit, if paid, against fees in lieu of notice.

(g) Educational trips and visits are subject to their own terms and conditions. Music lessons are also subject to their own terms and conditions.

(h) Notice of cancellation or withdrawal must be given by both signatories to the Acceptance Form or by one such signatory with the express consent of the other and the consent of every other person with parental responsibility.

5. Termination

(a) The College shall be entitled to terminate this contract by notice in writing without prejudice to its other remedies and without any obligation to return any Acceptance Deposit, Additional Deposit (if applicable) or fees paid if you are in material breach of any of your obligations under this contract or any similar agreement with the College (including but not limited to persistent late or non-payment of fees and/or supplemental charges) and have not (in the case of a breach which is capable of remedy) remedied the same within fourteen (14) days of a notice from the College requiring it to be remedied.

For the purposes of illustration only (and without limitation), the following circumstances would typify what the College is likely to regard as a material breach entitling it to terminate this contract:

(i) failure to pay any fees or supplemental charges on time on more than one occasion;

(ii) you (as opposed to your child) acting in such a way as to give the Head cause to require you to remove your child from the College under Clause 7(b) of this contract;

(iii) any other circumstance where your child is permanently excluded from the College in accordance with the terms of this contract (including pursuant or with reference to the School Rules);

(iv) a serious misrepresentation of facts or circumstances or withholding of information 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/they are not);

(v) in the case of a child who holds a Child Student visa on the basis of sponsorship by the College, where parents have arranged accommodation for the child which does not meet the requirements of the Child Student Immigration Rules;

(vi) failure or refusal to complete and submit to the College a medical questionnaire in respect of your child;

(vii) where after seven (7) days from the College requesting that they do so the parents have not made arrangements which the College considers are suitable with an education guardian or accommodation provider; or

(b) (i) The College may at any time terminate this contract forthwith by notice in writing (without prejudice to any of its other remedies) if you (or either of you): are unable, following our reasonable request, to demonstrate that you will be unable to pay your debts as they fall due; are the subject of a bankruptcy petition or order; or enter into an individual voluntary arrangement or are a Designated Person under any UK enactment or convicted of a criminal offence anywhere in the world.

(ii) You may at any time terminate this contract forthwith by notice in writing (without prejudice to any of your other remedies) if the College becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

6. College Policies

(a) It is a condition of remaining at the College that your child complies with the School Rules contained within the Behaviour Policy and all other relevant College Policies. In addition, you undertake to ensure that your child attends College punctually and that your child conforms to such rules of appearance, dress and behaviour as may be issued by the College from time to time (if not already included within the School Rules contained within the Behaviour Policy and/or School Policies).

(b) The College may undertake drugs testing of your child in accordance with its drugs policy. The Drugs and Substance Abuse policy has been adopted with the aim of safeguarding the health and safety of all pupils and is included within the College Policies.

(c) The 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 unless the Parents have given formal notice in writing that they do not wish for the child to take part in part or all of the sex education aspect of the curriculum. The child cannot not be withdrawn from relationships education.

(d) 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 School Rules, the Behaviour Policy and/or College Policies.

7. Suspension, Permanent Exclusion and Required Removal

(a) The Head may at their discretion suspend or, in serious or persistent cases, permanently exclude your child from the College if the Head reasonably considers that your child's conduct or behaviour (including behaviour or conduct outside College) is unsatisfactory and the suspension or permanent exclusion is in the College's best interests or those of your child or other children.

(b) The Head may at their discretion require you to remove your child from the College if the Head reasonably considers that:

(i) your behaviour or conduct (or the behaviour or conduct of one or both 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 well-being of College staff or any member of the College community; 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 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

(ii) your child has committed a breach or breaches of the School Rules or discipline for which removal is the appropriate sanction. The Head shall act with procedures fairness in all case and shall have regard to the interests of the child and the parents as well as those of the College. A decision by the Head to require the removal of the child shall be subject to a review under Stage 3 of the Complaints Procedure if requested by the parents. The parents will be given a copy of the review procedures current at the time. The child shall be suspended from the College pending the outcome of the review. See clause 7(e).

(c) Should the Head exercise their right under either Clause 7(a) or Clause 7(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable), the Acceptance Deposit will be forfeited but any Additional Deposit paid will be refunded and fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the permanent exclusion or removal will be refunded.

(d) The Behaviour Policy set out examples of breaches of discipline or behaviour likely to be punishable by suspension or permanent exclusion. These examples are not exhaustive and the Head may decide that suspension or permanent exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the child's record at the College may be taken into account.

(e) You acknowledge that a review of a decision to permanently exclude or require the removal of your child under this Clause 7 shall be governed by Stage 3 of the Complaints Procedure. For the avoidance of doubt a decision to suspend your child will not afford you the right to a review unless the suspension is for a period of 11 College days or more.

8. The College's Obligations

(a) Subject to these terms and conditions, and in particular Clause 7 above, and to your child satisfying the academic criteria for progression the College undertakes to accept your child as a pupil of the College from the time of joining the College until the end of Year 13.

(b) While your child remains a pupil of the College, we undertake to exercise reasonable skill and care in respect of their 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. The College cannot guarantee that your child will achieve their desired examination results or that results will be sufficient to allow progression through the College or to gain entry to other educational establishments.

(c) The College will not subject your child to corporal punishment. You consent to physical contact with your child as may accord with good practice; or as may be appropriate and proper for teaching and instruction; or for providing comfort to your child in distress; or to maintain safety and good order; or in connection with your child's health and welfare.

(d) 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, including but not limited to CCF (Combined Cadet Force), Duke of Edinburgh Awards, and other outward-bound activities, music, dance and drama which may involve your child being subjected to physical contact and which may entail some risk of physical injury.

(e) If your child requires urgent serious 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 or a second emergency contact we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor or other qualified medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).

(f) 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), and we reserve the right to do so. We will endeavour to give parents notice of any changes that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect.

(g) We shall monitor your child's progress at the College and produce regular written reports which will be made available to the parents of the child (and only the parents of the child in question) on the parent portal on the College website. 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 Behaviour Policy and/or other School Policies (as applicable).

(i) In order to fulfil our obligations, we, the Head and College staff need your co-operation, including in particular by you fulfilling your own obligations under this contract

9. The Parents' Obligations

(a) In addition to your other obligations included elsewhere in these terms and conditions (including in the remainder of this Clause 9), you undertake to 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 their 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) and ensure 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;

(iv) 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

(v) attending meetings and otherwise keeping in touch with the College where your child's interests so require.

(b) You undertake to comply with the following provisions in relation to medical matters:

(i) 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 (and provide, whether upon further request by the College or otherwise, any reports or other materials relevant to the same) of any psychological or physical health or medical condition, special educational need(s), disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.

(ii) 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 or (if applicable) with an education guardian and not permit them to return to the College until such time as the health risk has been averted. Where it is considered appropriate in such circumstances, we shall endeavour 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).

(iii) The Head may at any time require the obtaining of a medical opinion or certificate as to your child's general health where the Head considers that necessary as a matter of professional judgment in the interests of the child and/or the College.

(iv) Throughout your child's time as a member of the College, the College Health Centre staff shall have the right to disclose, on a confidential basis, confidential information about your child if considered to be in your child's own interests or necessary for the protection of other members of the College community.

(c) You undertake to inform the College of any situations where special arrangements may be needed in relation to your child, including in relation to their safety and security. You also undertake to 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 that relates to) your child's attendance at the College (including its premises) and/or the College's provision of education to your child, including any which may deal with or affect 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).

(d) Where parents of pupils are resident outside the mainland of the United Kingdom, they must before the child's entry appoint an education guardian and provide the College with all requested details (including contact details) relating to and/or for that education guardian. You (and each of You) hereby confirm, accept and agree that any such education guardian has been given legal authority to act on behalf of the parents in all matters relating to the provision of education to your child whilst a member of the College and in matters to which these terms and conditions relate and/or refer, and to whom the College can apply and take instructions from in your absence whenever necessary. The College accepts no responsibility for the child when they are in the care of the parents or the education guardian. The parents or the education guardian must make holiday arrangements, including travel to and from the College, in advance.

The parents are responsible in each case for making suitable arrangements to appoint an education guardian. The parents shall immediately on appointment provide the College with up to date contact details for the appointed education guardian and shall immediately notify the College of any changes to those details. The Parents shall upon request provide such further information to the College as it reasonably requires to satisfy itself that the proposed appointment and or arrangements are suitable. Failure to provide such information upon request may constitute unreasonable behaviour. See clause 7(b)(i).

(e) Pupils, except when boarding, are required during term time and at weekends, exeats (permitted periods of time away from College) and half term, to live with a parent or legal guardian or with an education guardian acceptable to the College. The Head must be notified in writing immediately and with as much prior notice as is possible if your child will be residing during term time under the care of someone other than the parents.

(f) You and each of you as the holders of parental responsibility for your child 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, subject only to Clause 4(h) above, 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 unless there is clear evidence of a contrary view; and

(ii) any communication from the College to one of you as having been given to both of you.

(g) The Head must be informed in writing of any reason for your child's absence from College. Your child is required to observe the College's term dates and you shall ensure the same. Wherever possible, the College's prior consent should be sought for any absence from the College.

(h) We cannot accept any responsibility for the welfare of your child while off the College premises unless they are taking part in a College activity and under the supervision of a member of the College staff.

(i) If you have cause for concern as to a matter of safety, care, discipline or progress of your child while at or under the care of the College you must inform the College without delay. Complaints should be made in accordance with the Complaints Procedure.

10. Insurance

You must make your own insurance arrangements if you require cover for: your child's person or property while at College or on the way to and/or from College, or during any College sponsored activity away from College premises; or for the payment of fees due to absence of your child or closure of the College premises. Pupils are responsible for the security and safe use of all their personal property including clothes, money, mobile phones, locker keys, watches, computers, musical instruments and sports equipment and for property lent to them by the College.

11. References, Confidentiality and Data Protection

(a) You acknowledge that the College may be asked to supply information and/or a reference in respect of your child to any educational institution which you propose your child may attend. We will take reasonable care to ensure that all information that is supplied relating to your child is accurate and any opinion given

on their ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or statements of fact contained in any reference or report given by us.

(b) The College may obtain and use photographs or images (including video recordings) of your child for: (i) use in the College's promotional material such as the prospectus, the website or social media; (ii) press and media purposes; or (educational purposes as part of the curriculum or extra-curricular activities. The College may seek specific consent from you before using a photograph or video recording of your child where the College considers that the use is more privacy intrusive. Where your child is of sufficient maturity usually when aged 12 years or older) we may seek their specific prior consent in addition to or instead of your consent. We would not disclose the home address of your child alongside a photograph or video without your consent.

(c) You undertake to: (i) confirm (or update, if necessary), when requested, such information (and/or documentary materials) about (or relating to) you and/or your child that is held by the College; and (ii) in any event, 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. In order to comply with our responsibilities as a Child Student sponsor, you acknowledge that we have a right to notify and/or supply information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom, and /or information about any absences or exclusions of your child to the United Kingdom Visas and Immigration (UKVI) unit of the Home Office (and to do so notwithstanding whether we actually sponsor your child or not). This may include the provision of information required for the travel arrangements for pupils whilst on exeats, half terms and holidays away from the College.

(d) You acknowledge and agree that those persons who have parental responsibility for your child are entitled to receive relevant information about the child from the College (including College reports, correspondence and other materials relating to their 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.

(e) The College has a Parent Privacy Notice and Pupil Privacy Notice which explain how we will use your and your child's personal data. These privacy notices are published on the College's website. You must read these privacy notices in full before signing the Acceptance Form. If your child is going to enter Year 7 or above you must show them a copy of the Pupil Privacy Notice and discuss it with them before accepting the offer of a place.

12. Intellectual Property Rights

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

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 and burden of this contract in connection with any such transfer, and/ or to amalgamate the College with any other educational institution.

14. Force Majeure (ie, circumstances beyond our control)

(a) In this contract "force majeure" shall mean any cause beyond a party's 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, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any infectious or contagious disease, terrorist attack, chemical or biological contamination).

(b) In the event of a force majeure arising which prevents or delays the College's performance of any of its obligations under this contract, the College shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the College has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the College will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. To the extent reasonably practicable in the circumstances the College shall endeavour during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

(c) If the College is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater 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 terminate this contract on written notice to the College and without giving a term's notice or paying fees in lieu of notice.

(d) 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 a force majeure you shall give the College notice in writing of such circumstances and the following provisions shall apply:

(i) you shall, in consultation and cooperation with the College, use all reasonable endeavours to: mitigate the effect of the force majeure in order to continue to perform the 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 liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and

(iii) in the event of the force majeure continuing 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 terminate 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

(a) All notices required to be given under these terms and conditions must be given in writing.

(b) 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 undertake to notify the College of any change of address(es) or other contact details.

(c) 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 and a written receipt obtained;

(ii) sent to the College by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or (iii) sent by email requiring an acknowledgment of receipt. If you do not receive a written acknowledgment of receipt of your notice within 7 days of the date of notice you must contact the Head.

16. Interpretation

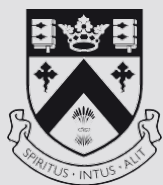
Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

17. Jurisdiction and Governing Law

The contract between you and the College and it, together with each matter relating to the provision of educational services by the College, is governed exclusively by English Law. You agree with us to submit to the non-exclusive jurisdiction of the English courts.

18. 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.



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COLLEGE

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