



LORD
WANDSWORTH
COLLEGE

TERMS & CONDITIONS

APRIL 2023

1 INTRODUCTION

1.1 Terms and Conditions

You should read these Terms and Conditions carefully before you accept the College's offer of a place at the College for your Child.

These Terms and Conditions set out the basis upon which the College will provide educational services and together with the Acceptance Form, the Schedule of Fees, the College Rules, the Complaints Procedure, the Data Protection Policy, the FIA Terms and Conditions, they form a legally binding contract between the Parents and the College for the provision of educational services.

If you have any questions regarding these Terms and Conditions, then please contact either the Head of Admissions or Chief Operating Officer.

1.2 Variations

These Terms and Conditions, the Acceptance Form, the Schedule of Fees, the College Rules, the Complaints Procedure, the Data Protection Policy, and the FIA Terms and Conditions are subject to change from time to time to reflect changes in the law and custom and practice at the College.

1.3 Fees and notice

The provisions regarding fees and notice are of particular importance and are set out at clauses 4 and 5 of these Terms and Conditions.

1.4 Changes

The College, like any other school, may undergo various changes during the time your Child is a pupil. Please see clauses 13 and 18 of these Terms and Conditions for examples of these changes and the consultation and notice procedures that will apply.

2 TERMINOLOGY

In these Terms and Conditions some words and phrases have specific meanings. The definitions of these words and phrases are set out below.

In these Terms and Conditions, the use of the phrases and words "*for example*", "*includes*" or "*including*" are intended to provide you with illustrative but non-exhaustive examples to aid your understanding of certain provisions.

Acceptance Form means the form provided by the College for Parents to complete when accepting a place for their Child at the College;

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

College or we	means Lord Wandsworth College, a company registered in England and Wales, with company registration number 7724623 and its registered office at Long Sutton, Hook, RG29 1TB;
College Rules	means the body of rules of the College as may be amended from time to time for legal, safety or other substantive reasons, or to assist the proper administration of the College. A copy of the current version of the rules is provided to each Child on entry. Parents will be notified of subsequent changes to the rules;
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 to assist the proper administration of the College. A copy of the most up-to-date procedure is available from the College's website or from the College Office at any time upon request;
Contract	between you and the College means the Acceptance Form, the Schedule of Fees, the College Rules, the Complaints Procedure, the Data Protection Policy, the FIA Terms and Conditions and these Terms and Conditions (as in each case may be varied from time to time). It is not intended that the terms of this contract shall be enforceable by your Child or by any other third party.
Deposit	means the amount set out and referred to as the deposit in the Acceptance Form;
FIA Terms and Conditions	means the supplementary terms and conditions relating to the College's Fees in Advance scheme;
Head	means the person appointed by the Governors of the College from time to time to be responsible for (or to share in the responsibility for) the day-to-day running of the College, including anyone to whom such duties have been delegated;
Parent/s or you	means each person (exercising parental responsibility for a Child) who has signed the Acceptance Form, or a person who with the College's express written consent replaces that person;
Schedule of Fees	means the schedule containing the College's prevailing fees amended from time to time and available from the College's website and the College Office;

Term	means a term of the College as notified to parents from time to time;
Term's Notice	means written notice given not later than the first day of the Term before the Term to which the notice relates;
Terms and Conditions	means these terms and conditions as may be varied from time to time.

3 **ACCEPTANCE AND DEPOSIT**

3.1 **Accepting an offer**

You accept an offer of a place for your Child at the College by completing and submitting the Acceptance Form and paying the Deposit to the College. By doing this, you enter into the Contract.

3.2 **Deposit non-refundable**

The Deposit is non-refundable if your Child does not take up a place at the College after accepting an offer (see clause 3.1). The only exception to this is if the College fills the specific vacancy created by your Child's withdrawal. In this circumstance the College will refund the Deposit less its costs in administering your dealings with the College or a reasonable estimate of those costs.

3.3 **Deposit for non-UK resident Parents**

Parents who reside outside of the UK will pay a Deposit of one Term's fees (as per the Schedule of Fees) and this will be payable upon the completion and submission of the Acceptance Form by them. Parents who are serving overseas on behalf of Her Majesty's Government will be treated as residing in the UK for the purposes of the Deposit.

3.4 **College's use of the Deposit**

Unless you have indicated that you would like to donate the Deposit to the Lord Wandsworth Foundation, the Deposit will form part of the general funds of the College until it is credited without interest to the final payment of the fees or other sums due to the College when your Child leaves.

4 WITHDRAWING YOUR CHILD BEFORE THEY JOIN THE COLLEGE

4.1 Notice Period

If you wish to withdraw your acceptance of a place before your Child starts at the College, you must give a Term's Notice.

4.2 Notice Period complied with

If you comply with clause 4.1 you will lose your Deposit (subject to clause 3.2), but no further fees will be payable.

4.3 Notice Period not complied with

If you do not comply with the Notice Period a Term's fees will become payable by you. The Term's fees will be charged at the rate applicable for the Term immediately preceding the Term when your Child was due to start. The College will credit the Deposit you have paid (without interest) to the payment of the Term's fees you will owe and where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to your Child.

5 COLLEGE FEES, SUPPLEMENTARY CHARGES AND PAYMENT

5.1 What the fees include

The fees include all the costs incurred in the usual course of the education by the College of your Child, including the provision of any necessary educational materials unless otherwise notified to you by the College at any time (whether set out in the Schedule of Fees or otherwise).

5.2 What the fees do not include

Any items charged to you that are additional to the fees are referred to as supplementary charges. For example: any extra-curricular activities (such as private music lessons, trips, and visits) which you agree in advance your Child may participate in; all public examination charges; additional charges incurred by the College in providing for the special educational needs of your Child; charges for damage caused to College property.

5.3 Fees and activity during the College year

Although fees are charged per Term, these are calculated on an annual basis and reflect the balance of services offered over the entire year (or in the case of Key Stage 4 & 5, the two-year courses involved). Fees, therefore, already reflect the inevitable variation of Term length and activity levels during the College year, in particular the reduced contact hours in the summer terms of 5th Form and Upper Sixth.

5.4 Responsibility for payment

Parents are liable for and will ensure that all fees and supplementary charges arising are paid to the College. Where there is more than one Parent as a party to the Contract,

liability for payment of fees and supplementary charges applies collectively and individually. Each Parent remains liable to the College for all fees and supplementary charges due unless and until the College has expressly agreed in writing with each party that only one Parent (or another individual or organisation) will be liable for the fees and/or any supplementary charges.

5.5 How can one person remove him/herself from their future payment responsibility

Notwithstanding the provisions of clause 5.4, any Parent may withdraw from the Contract by submitting a Term's Notice, provided they have obtained the prior written consent of the College and any other Parent.

5.6 How scholarships/bursary awards are treated

If your Child has been awarded a scholarship/bursary (including any award from the Lord Wandsworth Foundation), your responsibility will be to pay the fees due after taking that award into account. An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your Child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate to increase the fees due in respect of a Term which has already commenced. Where it appears likely to the Head that an award may be withdrawn from your Child, you will be notified in advance. If within 14 days following the withdrawal of a scholarship or bursary by the College you give notice that you are withdrawing your Child from the College, then no fees in lieu of notice will be payable by you.

5.7 How fees are charged and payment requirements

Each Term's fees are charged separately and the fees payable in respect of each Term fall due for payment by you on the first day of that Term. Each Term's fees will be included in an invoice sent to you (or such other person(s) the College may have agreed separately shall pay the fees under clause 5.4 above). The fees will be paid in full either by cheque, credit, or debit card, or by direct bank transfer on or before the first day of the Term to which the invoice relates.

5.8 Payment of supplementary charges

All supplementary charges for each Term (and for other unpaid supplementary charges that were agreed during the previous Term) will be invoiced termly and such invoice shall be sent to you before the start of the next Term. All such supplementary charges will also be paid in full on or before the first day of the then forthcoming Term.

5.9 Non-payment of fees

We may refuse to allow your Child to attend the College or to withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time. This is without prejudice to the College's right to terminate the Contract for non-payment of fees by you.

5.10 Non-payment of supplementary charges

We may refuse to allow your Child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplementary charge for that activity or examination(s) remains unpaid.

5.11 We can charge interest if you pay late

If you do not make any payment to the College by the due date for payment (see clauses 5.7 and 5.8 above) we may charge interest to you on the overdue amount at the rate of 2 per cent a month. Unless we tell you otherwise in writing, this interest will accrue daily 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 will pay the College the interest together with the overdue amount.

5.12 We can recoup our costs for recovering any late or non-payments through commercial debt collection agencies or other third parties

You will be responsible for paying all costs we incur in recovering, or attempting to recover, any unpaid fees or supplementary charges from you.

5.13 We can notify other educational institutions of your outstanding payments

We may inform any other school or educational establishment to which you propose to send your Child of any outstanding fees or supplementary charges.

5.14 Our ability to increase fees

We will review our fees during your Child's time at the College (usually annually) and may increase them. The College will notify you of any increase in fees before the first day of the Term prior to the Term in which the increase will take effect.

5.15 Fees and supplementary charges will not be reduced due to your Child's absence

Fees and any agreed supplementary charges will not normally be reduced or refunded because of your Child's absence due to illness or otherwise. If your Child takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home.

5.16 How fees are discharged under our 'Fees in Advance' (FIA) scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the College

Where you and the College have entered into an agreement incorporating the FIA Terms and Conditions (i.e. where you have made a capital payment in respect of all or part of the fees due under the Contract) the College will administer such capital sum 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 supplementary charges due in respect of your Child each Term under the Contract.

For the avoidance of doubt, the College will provide to you each Term a statement of account in respect of the fees and supplementary charges and the difference will be payable in accordance with these Terms and Conditions.

6 NOTICE REQUIREMENTS

6.1 Withdrawing your Child from the College

If you wish to withdraw your Child from the College prior to the normal leaving date, you will either give us a Term's Notice or pay a Term's fees in lieu of notice, at such rate as would have been payable for the final term 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). This clause does not apply to a withdrawal of your Child following withdrawal of a bursary or scholarship, as set out at clause 5.6.

6.2 Changing your Child's place at the College

Any changes to your Child's status at the College are subject to the College's agreement and such agreement is unlikely to be given during an academic year (as the College sets the allocation for each type of boarding place prior to the start of each academic year).

If you wish to change your Child's status at the College (from or to any of a full boarding place, a weekly boarding place, a flexible boarding place, or a day place) you must give a Term's Notice (which means written notice given not later than the first day of the Term before the Term to which the notice relates). For the avoidance of doubt the College may not be able to accept your request.

Your Child's status will only be changed as and when the requested place becomes available. In lieu of notice or if after giving a Term's Notice you want your Child's status to be changed before the Term to which a Term's Notice applies, and the College agrees to the change, then you will pay to the College the difference between the boarding status and the reduced boarding or day status 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.

6.3 When the relevant amount in lieu of notice will be payable

In cases under clauses 6.1 and 6.2 above, the appropriate sum in lieu of notice will become payable by you on the first day of the Term at such rate as would have been charged for the final Term of provision if a Term's Notice had been given.

6.4 Withdrawing your Child from an activity covered by a supplementary charge

If you wish to withdraw your Child from an activity charged for as supplementary, you will either give a Term's Notice to that effect or pay to the College a Term's charges for the activity in which your Child has ceased to participate.

6.5 Withdrawal part-way through a Term

The College's affairs are organised on a per Term basis, and it is not possible for you to reduce the amount of fees or supplementary charges due, or to obtain a refund of fees or supplementary charges, by withdrawing your Child or by your Child ceasing to participate in an activity part-way through a Term.

7 COLLEGE RULES

7.1 Compliance with the College Rules

It is a condition of remaining at the College that you and your Child comply with the College Rules. In addition, you agree to ensure that your Child attends College punctually and that your Child conforms to any rules of appearance, dress, and behaviour that we may issue (if not already included within the College Rules) and complies with any Good Behaviour policy in effect from time to time.

7.2 Drugs testing

The College may undertake drugs testing of students in accordance with its substance misuse policy as referred to in the College Rules. This policy has been adopted with the aim of safeguarding the health and safety of every Child and every Parent and Child will be asked to sign a drugs test consent form.

7.3 Monitoring your Child's emails, internet use, and use of social media

The College may, subject to applicable data protection legislation, monitor your Child's emails, internet use, and use of social media (please see clause 12). We may do this for various reasons, including ensuring compliance with the College Rules or where it is appropriate or necessary for the College to do so in connection with the College's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

8 SUSPENSION, EXCLUSION AND REQUIRED REMOVAL

8.1 Suspension or exclusion of your Child from the College

The Head may at his or her discretion suspend or permanently exclude your Child from the College if the Head considers that your Child's behaviour or conduct (including behaviour or conduct outside the College) fails to comply with the College Rules or any Good Behaviour policy in effect at the College from time to time.

8.2 Requirement to remove your Child from the College

The Head may in his or her discretion require you to remove your Child from the College if the Head considers that your behaviour or conduct (or the behaviour or conduct of one of you):

8.2.1 is unreasonable; and/or

8.2.2 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

8.2.3 is not in accordance with your obligations under the Contract where we have terminated the Contract under Clause 15.1 below.

The Head may also remove your Child from the College if your Child's attendance or progress is unsatisfactory, and, in the reasonable opinion of the Head, the removal is in the best interests of your Child or other pupils and/or those of the College.

8.3 If your Child is suspended, excluded, or removed from the College

Should the Head exercise his or her right under either clause 8.1 or 8.2 above, you will not be entitled to any refund or remission of fees or supplementary charges due (whether paid or payable) in or relating to the Term in which your Child is excluded or suspended and (save in the case of suspension) the Deposit will not be refundable. If your Child is expelled from the College, fees in lieu of notice will not be payable and any prepaid fees and/or supplementary charges for the Term after the expulsion will be refunded. If you are required to remove your Child from the College as a result of the Head exercising his or her discretion under clause 8.2 then fees in lieu of notice will not be payable and any prepaid Fees and/or supplementary charges for the period after the removal (including, if applicable, the Deposit held by the College) will be refunded.

8.4 Exclusion or required removal of your Child and the Contract

The Contract will subject to the payment of any outstanding fees as set out at clause 8.3 terminate with immediate effect if your Child is permanently excluded or if you are required to remove your Child from the College.

8.5 Your right to have disciplinary matters or decisions reviewed

You are entitled to have any serious disciplinary matters or decisions taken by the College and/or Head under clause 8 reviewed and any such review shall be governed by the Complaints Procedure.

9 THE COLLEGE'S OBLIGATIONS

9.1 The period of your Child's schooling

Subject to these Terms and Conditions, 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. However, the College will not be obliged to permit your Child to enter the sixth form unless satisfied at the Head's discretion that it is appropriate to do so having

regard to his or her academic attainments and all other relevant circumstances. The College may decide as to whether your Child may join the sixth form after the results of GCSE or equivalent examinations are known and may make entry to the sixth form conditional upon the results of such examinations.

9.2 The College's 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 exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during College hours and at other times when your Child is permitted to be on College premises or is participating in activities organised by the College. We cannot accept any responsibility for the welfare of your Child when away from College premises unless he or she is taking part in a College activity or otherwise under the supervision of a member of College staff. The College will adhere to and comply with the National Minimum Standards for Boarding Schools (as applicable from time to time) published under the Children Act 1989 (as amended or superseded).

9.3 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.

9.4 Urgent medical attention

If your Child requires urgent medical attention while under the College's care, we will, if practicable, obtain your prior consent. However, if it is not practicable to contact you, we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion, unless you have previously notified us you object to blood transfusions).

9.5 Changes at the College

Our prospectus and website describe the broad principles on which the College is currently 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).

9.6 Notice of significant permanent changes

We will give you notice of any permanent changes that we regard as significant to your Child's education before the first day of the Term prior to the Term in which 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 clauses 4.1, 6.1 and 6.2 above.

9.7 Monitoring your child's progress

We will monitor your Child's progress at the College and produce regular written reports. We will advise you if we have any concern about your Child's progress, but we do not undertake to diagnose dyslexia or other conditions. A formal assessment can be arranged either by you or by the College at your expense.

9.8 Religious observance

Religious observance at the College will be conducted in accordance with the College Rules.

10 THE PARENTS' OBLIGATIONS

10.1 Your co-operation

To fulfil our obligations and to maintain a constructive and good relationship with you the Head and College staff require your co-operation and in particular your compliance with your own obligations pursuant to the Contract.

10.2 Examples of co-operation and assistance

You will co-operate with the College and the College's staff in good faith, including by:

- 10.2.1 maintaining a constructive relationship with College staff (including where the College is exercising its rights and performing its obligations under the Contract);
- 10.2.2 encouraging your Child in his or her studies, and giving appropriate support at home;
- 10.2.3 keeping the College 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 supplementary charges for your Child);
- 10.2.4 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;

10.2.5 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 need to provide such education remotely);

10.2.6 attending meetings and keeping in touch with the College where your Child's interests so require;

10.2.7 maintaining ownership of your Child's behaviour which, while the College will assist in this and ensure as far as possible that the correct standards of behaviour are adhered to, you must take ultimate responsibility for.

10.3 Your Child's health and medical conditions or special educational needs

It is a condition of your Child's joining and remaining at the College that you complete and submit to the College a medical questionnaire in respect of your Child. You will inform the College of any 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. You will also provide us, whether upon further request by the College or otherwise, any reports or other materials relevant to any of the same.

10.4 Keeping 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 agree to keep your Child at home and not permit him/her to return to the College until such time as the health risk has passed. Where it is considered appropriate in such circumstances, we will try to continue providing education to your Child remotely during such period (including, for example, by sending you/your Child work assignments electronically).

10.5 Special arrangements for your Child

You will inform the College of any situations where special arrangements may be needed for your Child, including for their education or welfare.

10.6 Court orders relating to, or effecting, your Child

You will 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:

10.6.1 your Child's living and/or contact arrangements;

10.6.2 your Child's education, welfare and/or upbringing; and/or

10.6.3 the payment of fees and/or supplementary charges.

In any such circumstances you will (whether upon request or otherwise) promptly provide the College with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).

10.7 Alternative contacts

It is a condition of your Child's joining and remaining at the College that you complete and submit to the College prior to your Child joining the College a parental absence form for your Child that will amongst other things nominate two 'responsible adults' for your Child who will be delegated under the authority provided by you to make decisions relating to your Child if the College is unable to contact you.

10.8 Expectation that Parents have consulted with each other

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 10.9, you accept that the College is entitled to treat:

10.8.1 any instruction, authority, request, or prohibition received from one of you as having been given on behalf of both of you; and

10.8.2 any communication from the College to one of you as having been given to both of you.

10.9 Notices of withdrawal

A notice of withdrawal of your Child served pursuant to the Terms and Conditions will be in writing and signed by all holders of parental responsibility for your Child (and the College shall be entitled not to accept such notice unless and until all holders of parental responsibility for the Child have signed such notice).

10.10 Your Child's absence from College

The Head will be informed in writing as soon as possible of any reason for your Child's absence from College and, wherever possible, the College's prior consent should be sought for absence from College.

10.11 Parental absence

If at any time during your Child's time at the College 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 College days then you will inform the College in writing immediately and provide details relevant to the College for your absence and provide, if different to the parental absence form, the details for a 'responsible adult' for the period of your absence.

10.12 Raising concerns with the College and making formal complaints.

If you have cause for concern as to a matter of safety, care, discipline, or progress of your Child you will inform the College without undue delay. If you wish to make a complaint, then this should be made in accordance with the Complaints Procedure.

11 INSURANCE

It is your responsibility to make insurance arrangements if you require cover for your Child or their property while at College or for the payment of fees due to the absence of your Child or closure of the College premises. Your Child is included in the College's obligatory personal accident insurance scheme, the charge for which is included in the fees.

12 PERSONAL INFORMATION: REFERENCES, BIOMETRIC DATA, CONFIDENTIALITY AND DATA PROTECTION

12.1 References

We may supply a reference for your Child to any educational institution you propose your Child attending and any such reference will be confidential. We will take care to ensure that all information that is supplied relating to your Child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you or your Child are alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

12.2 Biometric recognition systems – your Child's biometric data

We may use your Child's biometric data as part of an automated biometric recognition system to, for example, allow your Child access to College buildings. Any use of your Child's biometric data will comply with the requirements of the Protection of Freedoms Act 2012 and you will be notified prior to any biometric recognition system being put in place. The College will obtain written consent from you before we take any biometric data from your Child.

12.3 Biometric recognition systems – refusing use of your Child's biometric data

You have the right to choose for your Child not to use the College's biometric system(s) and, if this is the case, we will provide alternative means for your Child to access the relevant College services (although the College cannot guarantee that the equivalent quality of these alternative measures). You or your Child can withdraw consent for your Child's biometric data to be used at any time, and we will make sure that any relevant data already captured is then deleted. As required by law, if a Child refuses to

participate in, or continue to participate in, the processing of their biometric data, we will not process that data irrespective of any consent given by you.

12.4 The College's use of information relating to your Child and you

This will include the name, contact details, College records, photographs, and video recording, both while your Child is at the College, and after he or she has left, for the purposes of:

- 12.4.1 managing relationships between the College and current pupils/parents and fulfilling our obligations pursuant to the Contract;
- 12.4.2 promoting the College to prospective pupils/parents;
- 12.4.3 publicising the College's activities; and,
- 12.4.4 communicating with the College community and the body of former pupils.

In respect of 12.2.2, 12.2.3 and 12.2.4 this includes use of such information by the College in the College's prospectus (in whatever format or medium it is produced/made available), the College's website(s) and (where appropriate) the College's social media channels.

12.5 Changes to your Child's or your details

You will:

- 12.5.1 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
- 12.5.2 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.

12.6 Provision of information to the United Kingdom Visas and Immigration Unit ('UKVI')

To comply with our responsibilities as a licensed sponsor under the Home Office's points-based system for immigration purposes, you consent to us notifying and/or supplying information relating to you and/or your Child's right to enter, reside and/or study in the United Kingdom to the UKVI (and to do so whether we do sponsor your Child or not).

12.7 Providing information about your Child

You agree that those persons who have parental responsibility for your Child are entitled to receive certain information about your Child from the College (including school reports, correspondence and other materials relating to his or her progress,

development and/or education generally). The College will therefore disclose such information as a matter of routine to such persons unless the College is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 1998 (as amended or superseded)).

12.8 **Data protection**

The College will collect and use information about you and your Child in accordance with the College's Data Protection Policy (as amended from time to time). This includes ensuring that data about you and your Child will only be used in a way which is lawful. Specifically, the College may also use information about you and your Child:

- 12.8.1 as is necessary to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory, or good practice requirement; and
- 12.8.2 to perform our obligations pursuant to the Contract, and where otherwise reasonably necessary for the College's purposes.

You consent to the processing of special categories of personal data about you and your Child provided to the College including biometric data and data relating to health/religious beliefs/any and other key GDPR data for the purposes of the College being able to provide tuition, accommodation, catering, pastoral, and other services to your Child. This consent can be withdrawn at any time in full or in respect of specific special category personal data by informing the College in writing from time to time.

13 **INTELLECTUAL PROPERTY RIGHTS**

The College recognises any intellectual property rights created, generated, or owned by or vested in your Child.

14 **CHANGES**

For the purposes of constitutional changes to the College (including changes to the legal entity that owns and runs the College) or amalgamation of the College with another, we may transfer the undertaking of the College to another person or organisation. We will notify you if we plan to do this and we will take all reasonable

steps to ensure that the transfer or amalgamation will not affect your rights pursuant to the Contract.

15 ENDING THE CONTRACT

15.1 The College's rights to terminate the Contract

Other than under the expulsion or removal terms under clause 8, the College may end the Contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

- 15.1.1 you do not make a payment to us when it is due, and you still do not make payment within 14 days of us reminding you that such payment is due;
- 15.1.2 you (or any party with parental responsibility) make a serious misrepresentation of facts or circumstances to us, or 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;
- 15.1.3 you fail or refuse to complete and submit to the College a medical questionnaire in respect of your Child and/or you fail or refuse to complete and submit a parental absence form;
- 15.1.4 you are unable, following our request, to demonstrate that you will be able to pay the fees and supplementary charges due under the Contract; are otherwise unable to pay your debts as they fall due; are the subject of a bankruptcy petition or order; or you enter into an individual voluntary arrangement;
- 15.1.5 you otherwise do not comply with your obligations under the Contract such that we have a legal right to terminate the Contract, or, at 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 the Contract.

15.2 The Parents' right to terminate the Contract

Other than under the withdrawal terms under clause 6, you may terminate the Contract at any time by notice in writing to the College if:

- 15.2.1 you have a legal right to terminate the Contract because of something the College has done wrong; or
- 15.2.2 the College becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

15.3 Ending of the Contract

If the Contract is not terminated early pursuant to clauses 15.1, 15.2 or 16.2 then the Contract shall end without notice on settlement of the College's final invoice or the end of your Child's schooling, whichever is later. This may be at the end of the 5th Form if

your Child does not meet the requirements imposed under clause 9.1 for entry to the sixth form.

15.4 Accrued rights

When the Contract ends it will not affect any legal rights or obligations that either you or we have that may already have arisen and after the Contract ends, you and we will keep any rights we have under general law.

16 EVENTS OUTSIDE OF OUR, OR YOUR, CONTROL

Events outside of our, or your control, means any event beyond either your or our reasonable control including 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 clause 16 we shall refer to these as an 'Event'.

16.1 If an Event arises beyond the College's control

If an Event beyond our control arises which prevents or delays the College's performance of any of its obligations under the Contract, the College shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the Event. Provided that the College has acted reasonably and prudently to prevent and/or minimise the effect of the Event, the College will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the Event. To the extent reasonably practicable in the circumstances, the College will try during the continuance of the Event to continue to provide educational services (including by providing appropriate educational services remotely).

16.2 Events lasting more than 6 months

If the College is prevented from performing all its obligations as a result of an Event for a continuous period of more than 6 months, the College will notify you of the steps it plans to take to ensure performance of the Contract after such period and you will then, following receipt of such notice, be entitled to end the Contract on written notice to the College and without giving a Term's Notice or paying fees in lieu of notice.

16.3 If an Event arises beyond your control

Subject to clause 5.14, if your Child is unable to attend (or is likely not to be able to attend) the College due to reasons caused by an Event you will give the College notice in writing of such circumstances and the following provisions shall apply:

16.3.1 in consultation and cooperation with the College you will do everything you reasonably can to minimise the impact of the Event to continue to perform your obligations under the Contract in any way that is reasonably practicable

in the circumstances and to resume the performance of the obligations as soon as reasonably possible;

16.3.2 in circumstances where, following the efforts made and steps taken under (i) above, your Child is unable to participate and benefit from any level of provision of education by the College then you will 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

16.3.3 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 6 months you should discuss with the College a solution by which the Contract may be performed and, following such discussions, you will be entitled to end 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.

17 COMMUNICATIONS BETWEEN YOU AND THE COLLEGE

17.1 Notices will be in writing

Where the Contract requires you or the College to give notice of something to the other party then, unless it is agreed otherwise, this should be done in writing.

17.2 Contact details

Communication (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 will notify the College of any change of address(es) or other contact details.

17.3 Providing written notice to the College

Notices that you are required to give under these Terms and Conditions will be in writing addressed to the Head and either:

17.3.1 delivered by hand to the College Office;

17.3.2 sent to the College by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or

17.3.3 otherwise sent to the College's address by first- or second-class post.

Unless we agree otherwise, you should not provide any of these notices by email. We further recommend that, where you have submitted such written notice, you telephone the College to confirm receipt if you have not received an acknowledgement of receipt from the College within 48 hours during Term time and two weeks during a College holiday period.

18 GOVERNING LAW

18.1 Governing law

The Contract is governed by English Law and either you or the College will bring legal proceedings in respect of the Contract in the English courts which shall have exclusive jurisdiction.

18.2 **Enforcement**

If we cannot or choose not to enforce any part of the Contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or any part of the rest of the Contract.

19 **CHANGES TO 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 to assist with the proper delivery of education at the College. The College will send you notice of any such changes before the first day of the Term prior to the Term in which the changes are to take effect.