



HARROW INDEPENDENT COLLEGE
School of Mathematics, Science & Economics

Harrow Independent College

Terms and Conditions of Admissions

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Harrow Independent College – Terms and Conditions

1 Introduction

1.1 Terms and conditions: These terms and conditions reflect the custom and practice of Harrow independent College and must be read with the Application Form, the Fee Metric and the Data Protection Compliance Statement (DPCS).

They form the basis of a legally binding contract between the Parents and Harrow Independent College (HIC). These terms and conditions are intended to promote the education and welfare of students and the stability, forward-planning, proper resourcing and development of the College.

1.2 Variations: These terms and conditions, the Application Form, the Fee Metric and the Data Protection Compliance Statement (DPCS) are subject to change from time to time to reflect changes in the law or in custom and practice at the College. Any such variations will be notified to other parties via email or post. These reflections will be shown on our College's website.

1.3 Fees and Notice: The rules concerning Fees and Notice are of particular importance and are set out in Section 4 and Section 9.

1.6 Managing change: HIC is likely to undergo a number of changes during the time your child is a student here. Please see Section 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

2 Terminology

The College is a registered under the Company House with the name of Harrow Independent College (HIC).

The College: in these terms and conditions means as applicable:

- Harrow Independent College; or
- Harrow Independent College Limited; or
- HIC

2.1 Governors or Governing Body: means the Governors of the College who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the College.

2.2 The Principal: means as applicable the Principal of the College, as appointed by the management and governing body. The Principal is responsible for the day-to-day running of the College.

2.3 The Parents/Guardians or You: means any person who has signed the application form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. Fees payable by a third party (for example, an employer, grandparent or step-parent without Parental Responsibility or third party credit provider) will be

subject to a separate agreement between the College, the Parents and the third party. Please also see clause 4.3.

2.4 Parental Responsibility: Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.

2.5 The student: means the child named on the application form. The age of the student will be calculated in accordance with British custom.

3 Admission and Entry to the College

3.1 Registration and Admission: Applicants will be considered as candidates for Admission and Entry to the College when the Application Form has been completed (either in hard copy or online) and returned to us and the non-refundable Registration Fee is paid. Admission will be subject to the availability of a place and the student and the parents satisfying the admission requirements at the relevant time. Admission occurs as applicable when the Parents accept the offer of a place for the student or when the student satisfies the conditions for admission specified in the letter of conditional offer. Entry occurs on the date when the student attends the College for the first time under these terms and conditions.

3.2 Age of the student: HIC is a College for students aged from 14 to 19 years. HIC also provide Higher Education to Undergraduate Students (18 years and above)

3.3 Offer of a place and deposit: A deposit, normally the first payment of the academic year as shown on the fees list for the relevant year will be payable when the Parents accept the offer of a place or when stated in the offer letter for a conditional place. Deposit will be refunded if the cancellation happens within 14 days but during this 14 day period, there should not be the day – 1st of September.

For the avoidance of doubt, the provisions in these terms and conditions relating to Notice and Cancellation shall be binding on the parties from the date the Parents return the completed Application Form to the College. Please also see clause 9.7.

3.5 Immigration: For Overseas students there is a different policy at the College which they need to refer to.

4 Fees

4.1 Fees: may include alone or in combination any of the Registration Fee, the Deposit, course fees, tuition fees, fees for extra tuition, other extras such as examination fees, field trip charges or other items ordered by the Parents or the student or charges arising in respect of educational visits, or damage where the student alone or with others has caused willful loss or damage to College property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred.

4.2 Payment of Fees: The Parents jointly and severally agree to pay the Fees applicable to each Term/Month directly to the College by direct debit, card, bank transfer and/or cash. Except where a separate agreement has been made between the Parents and the College for the deferment of payment of the Fees, the Fees for each Term/Month are due and payable as cleared funds before the commencement of the School Term/Month to which they relate. In the event of refusal of a direct debit payment by a bank the College shall charge as an extra to the Parents the cost incurred in re-presenting the request for payment to the bank. If an item on the fees invoice is under query, the balance of that fees invoice must be paid.

4.3 Payment of Fees by a third party: An agreement with a third party (such as an employer, grandparent or step-parent without parental responsibility) to pay the Fees or any other sum due to the College does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the guarantor. The College reserves the right to refuse a payment from a third party.

4.4 Indemnity: 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.

4.5 Refund or waiver: Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction the Fees will not be refunded reduced or waived if:

- the Student is absent through illness; or
- a Term is shortened or a vacation extended; or
- the Student is released home before or after public examinations or otherwise before the normal end of a Term; 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 Principal in a case of genuine hardship.

See also Section 10 for information about events beyond the control of the parties.

4.6 Exclusion for non-payment: The College reserves the right to exclude the student on three days' written notice if the Fees are overdue for payment. If the student is excluded for a period of 28 days, he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable in accordance with Section 9. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Review will not normally arise. The College may withhold any information, character references or property while the Fees remain overdue where it is lawful to do so.

4.7 Late payment: Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the College, simple interest may be charged on a day-to-day basis on the Fees which are unpaid.

The rate of interest charged will be 1½ % per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the College of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the College in the recovery of any unpaid Fees regardless of the value of the College's claim.

4.8 Part payment: Any sum tendered that is less than the sum due and owing may be accepted by the College on account only. Late payment charges may be applied to any unpaid balance of the Fees, as set out in clause 4.7.

4.9 Appropriation: Save 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.

4.10 Installment arrangements: An agreement by the College to accept payment of current and / or past and /or future Fees by installments is concessionary may or may not 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 installment agreement or invoice issued by the College to the Parents (as applicable), the terms and conditions of the installment agreement or the invoice shall prevail.

4.11 Scholarships and bursaries: Every scholarship, exhibition, bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Student's part and to the Parents treating the Corporation and its staff reasonably. A scholarship and/or a bursary, if awarded, is subject to regular review and is not necessarily tenable for the duration of the student's time at the College. The terms on which such awards are offered and accepted will be notified to the Parents at the time of offer. Any value attached to a scholarship shall be deducted from the Fees before any bursary or other concession is calculated or assessed. The Bursary Policy is a separate policy at the College

4.12 Fees increases: Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase they may give to the College written Notice of Withdrawal of the student within 21 days and will not be liable to pay Fees in lieu of Notice and the Deposit, if paid, will be refunded without interest less any sums owing to the College.

4.13 Information about Fees: The Parents consent to the College and the College making enquiries of the student's previous schools for confirmation that all sums due and owing to such schools have been paid.

4.14 Anti-money laundering and anti-bribery: From time to time the College may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport. The parties will comply on anti-bribery.

5.1 Provision of education: Subject to clause 5.2, the College will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each student and to provide education to at least the standard required by law in the particular circumstances. The College will exercise reasonable care and skill in providing educational services for the student but cannot guarantee that the student will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.

5.2 Organisation of the curriculum: We reserve the right to organise the curriculum (including the sports curriculum) and its delivery in a way which, in the professional judgement of the Principal, is most appropriate to the College community as a whole. We will endeavour to inform the Parents of changes and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of the student's education or progress they should contact the student's tutor, or other appropriate member of staff, as soon as possible, or contact the Principal in the case of a serious concern.

5.3 Progress reports: The College shall monitor the student's progress and shall report regularly to the Parents by means of grades, full written reports and parents' meetings. Progress reports may be produced in hard copies or be made available via electronic means.

5.4 Sex education: The student will receive health and life skills 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 the student to take part in this aspect of the curriculum.

5.5 Public examinations: The Principal may, after consultation with the Parents and the student, decline to enter the student's name for a public examination if, in the exercise of his professional judgment, the Principal considers that by doing so the student's prospects in other examinations would be impaired and/or if the student has not prepared for the examination with sufficient diligence, for example, because the student has not worked or revised in accordance with advice or instruction from his/her tutors.

5.6 Reports and references: Information supplied to the Parents and others concerning the progress and character of the student, and about examinations, further and higher education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the College.

5.7 Learning difficulties: The College shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The College staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

5.8 Screening for learning difficulties: The screening tests available to schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the student may have a learning difficulty. A formal assessment, by an appropriate specialist, can be arranged by the parents themselves.

5.9 Information about special education needs: The Parents shall notify the College before completing the Application Form and at any time during the student's education in writing if they are aware or suspect that the student has a special education need. The Parents must provide the College with copies of all written reports and other relevant information. The College reserves the right to charge for the provision of additional teaching where it is lawful to do so.

5.10 Moving up the College: It is assumed that if the student satisfies the relevant criteria at the time he / she will progress through the relevant year and will ultimately complete that College's final year.

5.11 Educational visits: A variety of educational visits will be provided for the Pupil. By signing the application form or agreeing to be bound by these terms and conditions the Parents consent to the student taking part in any educational visit. They will receive a letter from the College with brief information about the educational trip.

Student withdrawn by the Parents from a trip and a replacement not found by the College following reasonable endeavours. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the student's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice.

The College reserves the right to prevent the student from taking part in an educational visit while overdue Fees remain unpaid. The student shall be subject to discipline in all respects whilst engaged in an educational visit.

Some educational visits are organised and operated by a third party provider. If the third party provider becomes insolvent (or equivalent in a jurisdiction other than England and Wales) without bonded insurance, the Parents agree that they will not hold the College liable for all or any liabilities, losses, expenses (including legal expenses) or interest suffered or incurred by them and shall indemnify the College against all losses, expenses (including legal expenses) and interest suffered or incurred by it arising from or in connection with the agreement between the Parents and the third party provider.

The College will do all that is reasonable to ensure that the student is supervised according to his or her age and maturity but recognises that beyond the Lower Fifth Form (age 15+) it may be appropriate to allow him or her a degree of independence when travelling to and from such activities.

6 Pastoral Care

6.1 The College's commitment: We will do all that is reasonable to safeguard and promote the student's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the student's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the College community and the rights and freedoms of others.

6.2 Complaints: Any question, concern or complaint about the pastoral care or safety of a student or any educational issue or other matter connected to the College must be notified to

the College as soon as practicable. A copy of the College's complaints procedure and policy can be supplied on request. See also clause 8.14.

6.3 Student's rights: The student, if of sufficient maturity and understanding, has certain legal rights that the College must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his / her parents. If any conflict of interest arises between the Parents and the student, the rights of, and duties owed to, the student will in most cases take precedence over the rights of, and duties owed to, the Parents.

6.4 Principal's authority: The Parents authorise the Principal to take and / or authorise in good faith all decisions which the Principal considers on proper grounds will safeguard and promote the student's welfare. Please see Section 7.

6.5 Ethos: The ethos of the College is to foster good relationships between students and between members of staff and students. Bullying, harassment, victimisation and discrimination will not be tolerated. The College and its staff will act fairly in relation to the student and the Parents and We expect the same of the student and the Parents in relation to the College or its staff.

HIC's Guiding Principles (Ethos)

HIC provides a flexible framework for all students and staff. Alongside its existing principles and policies, it has strongly adapted to the reflective practice at work.

We believe that:

- Meaningful education creates a platform for all students to prepare, within and beyond the curriculum, for the demands and possibilities of life.
- Diversity, equality and professionalism provide opportunity.
- Differentiation in learning is a vital part of education as individual students are members of a wider student society.
- Students perform best in a setting enriched by encouragement and individual support.
- Students have to develop independence in education while safeguarding and promoting their welfare.
- Teaching should be academically challenging, interactive, stimulating and well-resourced.
- HIC should provide exceptional quality, not just to students, but also to all stakeholders (students, staff, parents, guardians, alumni and others).
- All stakeholders should participate in and be involved in the education at HIC in order to help students achieve their full potential.
- All teaching and non-teaching staff deserve respect, support in maintaining a healthy work-life balance, and appropriate training and professional development.
- Part of providing a meaningful education and preparing students for the future is to equip students with informative, practical and personalised career advice.

6.6 Confidentiality: The parents authorise the Principal to override their own and (so far as they are entitled to do so) the student's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the student's welfare or to avert a perceived risk of serious harm to the student or to another person at the College. In some cases, members of staff may need to be informed of any particular vulnerability the student may have. The College reserves the right to monitor the student's use of:

- email;
- the internet (including social media); and
- mobile electronic devices.

6.7 Leaving College premises: The College will do all that is reasonable to ensure that the student remains in the care of the College during College hours but cannot accept responsibility for the student if he / she leaves the College premises in breach of the College rules or regulations. The College is not legally entitled to prevent a student aged 16 years or over from leaving the College premises during College hours. Students in the Sixth Form and above are allowed to sign out during their lunch break.

6.8 Communications from the Parents: Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the College to be received from both Parents. This requirement does not apply to the giving of Notice for the Cancellation of a place or the Withdrawal of the Student from the College. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 9.2.

6.9 Photographs or images (including video recordings): The College may obtain and use photographs or images (including video recordings) of the student for:

- use in the College's and/or promotional material such as in prospectuses, on websites or on social media. This includes use by any subsidiary of the College;
- press and media purposes; or
- educational purposes as part of the curriculum or extra-curricular activities.

The College may seek specific consent from the Parents before using a photograph or video recording where the College considers that the use is more privacy intrusive. Where the student is of sufficient maturity (starting from the age of 12 years however starting age 14 years at HIC) we may seek the student's specific prior consent in addition to or instead of the Parents' consent. We would not disclose the home address of the student without the Parents' consent.

6.10 Request for confidentiality: The Parents may ask us to keep information about the student confidential. For example, you may ask us to not use photographs of the student in promotional material or ask us to keep the fact that the student is on the College roll confidential. If the Parents would like information about the student to be kept confidential they must immediately contact the Admin department in writing, requesting an acknowledgment of their letter.

6.11 Student's personal property: The student is responsible for the security and safe use of all his / her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment.

6.12 College's liability: Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the College does not accept responsibility for accidental injury or other loss caused to the student or the Parents or for loss or damage to the property.

7 Health and Medical matters

7.1 Medical declaration: The Parents will be asked to complete a Medical Declaration Form concerning the Student's health and must inform the Principal in writing if the student develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with anyone with an infectious or contagious disease. Please refer to our first aid policy as well.

7.2 Medical information: Throughout the student's time as a member of the College, the Principal shall have the right to disclose confidential information about the student if it is considered to be in the student's own interests or necessary for the protection of other members of the College community. Such information will be given and received on a confidential, need-to-know basis.

7.3 Emergency medical treatment: The Parents authorise the Principal to consent on their behalf to the student receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the student's welfare and if the Parents cannot be contacted in time.

8 Behaviour and Discipline

8.1 College regime: The Parents accept that the College will be run in accordance with the authorities delegated by the Governing Body to the Principal. The Principal is entitled to exercise a wide discretion in relation to the College's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of the student is at issue.

8.2 Conduct and attendance: We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the student will take a full part in the activities of the College, will attend each College day, will be punctual, will work hard, will be well-behaved and will comply with the College rules.

8.3 College rules: The College rules which apply are set out on the Discipline and Academic Misconduct policy on the College's website and in other documents published from time to time. The Parents are requested to read these documents carefully with the student before they accept the offer of a place.

8.4 Investigative action: A complaint or rumour of misconduct will be investigated. The Student may be questioned and his/her belongings may be searched in appropriate circumstances. All

reasonable care will be taken to protect the Student's human rights and freedoms. The Parents will be informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, unless the College is prevented from doing so by the police if they are involved. If considered necessary, the College may make arrangements for legal representation for the Student to be funded at the Parents' expense.

8.5 Divulging information: Except as required by law, the College or the College and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of students or others who have given information which has led to the complaint or which the Principal has acquired during an investigation.

8.6 Drugs and alcohol: The Student may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of College rules or policy. A sample or test in these circumstances will not form part of the Student's permanent medical record.

8.7 Sanctions: The College's current policies on sanctions are available in the Discipline and Academic Misconduct policy to the Parents on the College's website. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the College or external community, detention for a reasonable period, withdrawal of privileges, suspension, or alternatively being removed or expelled.

8.8 Definitions of sanctions: The definitions in this clause apply in these terms and conditions.

- Expulsion: means that the Student is required to leave the College permanently in circumstances described in clause 8.9
- Removal: means that the permanent removal of the Student from the College is required in circumstances described in clause 8.10.
- Suspension: means that the Student is sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or pending a Governors' Review.
- Internal Suspension: means that the Student may attend the College but will be segregated from other students for a specified period of time.
- Withdrawal: has the meaning set out in clause 9.10.

8.9 Expulsion: The Student may be formally expelled from the College if it is proved on the balance of probabilities that the Student has committed a very grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Principal shall act with procedural fairness in all such cases. The Principal's decision to expel shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Student shall be suspended from the College pending the outcome of the Review. See clause 8.12 and clause 8.13.

Fees following Expulsion: If the Student is expelled, there will be no refund of the Deposit or of Fees for the current or past Terms. There will be no charge to Fees in lieu of Notice but, save

for any contrary provisions in any other agreement made between the Parents and the College, all arrears of Fees and any other sums due to the College will be payable.

8.10 Removal in other circumstances: The Parents may be required to remove the Student permanently from the College if, after consultation with the Parents and if appropriate the Student, the Principal is of the opinion that:

- the Student has committed a breach or breaches of College rules or discipline for which Removal is the appropriate sanction; or
- by reason of the Student's conduct, behaviour or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the College; or
- if the Parents have treated the College or the College or members of its staff or any members of the College community unreasonably; then in these circumstances, and at the sole discretion of the Principal, withdrawal of the Student by the Parents may be permitted as an alternative to Removal being required. The Principal shall act with procedural fairness in all such cases, and shall have regard to the interests of the Student and the Parents as well as those of the College. The Principal's decision to require the Removal of the Student shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Student shall be suspended from the College pending the outcome of the Review. See clause 8.12 and clause 8.13.

8.11 Leaving status: The College reserves the right to record the leaving status of the Student on the Student's file immediately after Expulsion or Removal or Withdrawal.

8.12 Governors' Review: The Parents may request a review by Governors (Governors' Review) of a decision to expel or require the Removal of the Student from the College (but not a decision to suspend the Student unless the suspension is for 11 College days or more, or would prevent the Student taking a public examination). The Principal will advise the Parents of the Governors' Review procedure (current at that time when s/he informs the Parents of his / her decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

8.13 Student's status pending Review: If the Parents request a Governors' Review, the Student will be suspended from College until the review procedure has been completed. While suspended, the Student shall remain away from College and will have no right to enter College premises during that time without written permission from the Principal.

8.14 Complaints procedure: A complaint about any matter of College policy or administration not involving an Expulsion or Removal of the Student must be made in accordance with the College's complaints procedure, a copy of which is available on the College's website. Every reasonable complaint shall receive fair and proper consideration and a timely response.

9.1 Term: means the period between and including the first and last days of the relevant College term.

9.2 Notice: means (unless the contrary is stated in these terms and conditions) a Term's Written Notice (by email or letter) given by:

- both Parents; or
- one of the Parents with the prior written consent of the other Parent; and
- in either case the prior written consent of any other person with Parental Responsibility where appropriate;
- before the first day of Term addressed to and received by the Principal personally or the Admin department on the Principal's behalf. It is expected that the Parents will consult with the Principal before giving Notice to withdraw the Student. The Parents should contact the College if no acknowledgement of the Notice is received from the College within seven days of the date of the Notice.

9.3 A Term's Written Notice: means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if:

the Parents wish to cancel the place after enrolment; or

the Parents wish to withdraw the Student who has entered the College; or

following the GCSE year or First A Level year, the Student will not return for the following year even if he / she has achieved the required grades.

9.4 Provisional notice: is valid only for the Term in which it is given. Provisional notice must be given in writing and received by the Principal personally or the Bursar on the Principal's behalf.

9.5 Fees in lieu of notice: in circumstances where the Parents have not given a Term's Written Notice, Fees in lieu of Notice means Fees in full at the rate applicable for the next Term following Withdrawal and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. One Term's Fees in lieu of Notice represents a genuine pre-estimate of the College's loss in these circumstances, and sometimes the actual loss to the College will be much greater. This rule is necessary to promote stability and the College's ability to plan its staffing and other resources.

9.6 Cancellation: means the cancellation of a place at the College which has been accepted by the Parents and which occurs before the Student enters the College or where the Student does not enter the College.

9.7 Cancelling a place offered in the Term before Entry: If the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to a 14-day period from the date of the application form but during this 14-day period the actual Term of Entry or 1st September should not fall.

9.8 Withdrawal: means the withdrawal of the Student from the College by the Parents or the Student with or without Notice required under these terms and conditions at any time after the Student has entered the College. Please see clause 3.1 for details of when Entry to the College occurs. See also clause 4.6 and clauses 9.9, 9.10, 9.11, 9.12 and 9.13.

9.9 Withdrawal by the Parents: If the Student is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 4.6, Fees in lieu of Notice less the Deposit will be due and payable as a debt immediately, unless the place is filled immediately and without loss to the College.

9.10 Withdrawal by the Student: The Student's decision to withdraw from the College shall, for these purposes, be treated as a Withdrawal by the Parents.

9.11 Prior consultation: It is expected that the Parents, or duly authorised guardian, will consult personally with the Principal or with the Principal's authorised deputy before Notice of Withdrawal is given by the Parents.

9.12 Discontinuing extra tuition: A Term's Written Notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.

9.13 Termination by the College: The College may terminate this agreement on one Term's notice in writing sent by ordinary post or by email. The College will not terminate this agreement without good cause and full consultation with the Parents and also the Student (if of sufficient maturity and understanding). The Deposit will be refunded without interest less any outstanding balance of Fees. The College may terminate this agreement immediately where the Student does not have the appropriate immigration permission to live in the United Kingdom and to study at the College.

10 Events beyond the control of the parties

10.1 Force majeure: An event beyond the reasonable control of the College or the Parents is a Force Majeure Event and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

10.2 Notification: If either the College or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, the party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

10.3 Continued force majeure: If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

10.4 Termination: If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 10.2 may terminate this contract by providing at

least three working days' notice in writing to the other party.

11 General Contractual matters

11.1 Data protection: The College has a Data Protection Compliance Statement (DPCS) and Privacy Notices which explain how the College will use personal data. These notices are provided with the letter of offer and are published on the College's website. The Parents must read these notices before signing the acceptance form. If the Student is of sufficient maturity the Parents must discuss the privacy notice with their child before accepting the offer of a place.

11.2 Change: The College is as any other, likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the College rules and procedures, the disciplinary framework, and the length of College Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and / or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the College.

11.3 Consultation: It is not practicable to consult with the Parents and the Student over every change that may take place. Whenever practicable, the College will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at a reasonable notice in writing of:

- a change of ethos or culture; or
- a change in any physical aspect of the College which would have a significant effect on the Student's education or pastoral care; or
- a change of ownership of the College

11.4 Information for parents: We provide parents of prospective students with information about the College and the educational services we provide in good faith. This information may be contained in the College's prospectus/website/promotional literature or in statements made by staff or students during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Principal that the information is accurate before returning a completed application form to the College.

11.5 Third party rights: Only the College and the Parents are parties to this contract. Neither the Student nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

11.6 Interpretation: These terms and conditions supersede any previously in force and will be construed as a whole.

11.7 Jurisdiction: This contract was made at the College and it, together with each matter relating to the provision of educational services by the College, is governed exclusively by the law of England and the parties submit to the exclusive jurisdiction of the Courts of England.