



DULWICH COLLEGE

STANDARD TERMS AND CONDITIONS

A INTRODUCTION

1 **These Terms and Conditions** reflect the custom and practice of independent schools for many generations and they form the basis of a legal contract for educational services. The terms and conditions are intended to promote the education and welfare of each pupil and the stability, forward-planning, proper resourcing and development of the College.

2 **Our prospectus**, website, College video and CD Rom are not contractual documents. Please see **Section J** for further information.

3 **Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out at **Sections H & I** below.

4 **Managing Change:** This College, as any other, is likely to undergo a number of changes during the time your child is a pupil here. Please see **Section J** for further details of the changes that may be made and the consultation and notice procedures that will apply.

5 **Documents referred to:** Before accepting the offer of a place, parents and pupils receive a copy of the College Rules and the Fees List which is contained in the supplement to the prospectus. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions. Please now refer to **Section J**.

B TERMINOLOGY

6 **"The College" / "We" / "Us"** means Dulwich College as now or in the future constituted. The College is an unincorporated registered charity regulated under the terms of a charitable scheme.

7 **"Governing Body" / "Board of Governors" / "Governor/s"** means the Governors of Dulwich College who are appointed from time to time under the terms of the governing instrument referred to above and who are responsible for governance of the College.

8 **"The Master"** is responsible for the day-to-day running of the College and that expression includes those to whom any duties of the Master or of the Governing Body have been delegated.

9 **"Head of School"** means the relevant Head of one of the four schools within the College, which are the Junior School, the Lower School, the Middle School or the Upper School

10 **"The Parents" / "You"** means any person who has signed the Acceptance Form and/or who has accepted responsibility for a child's attendance at this College. Parents are legally responsible, individually and jointly, for complying with their obligations under these terms and conditions. Those who have "parental responsibility" (ie. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.

11 **"The Pupil"** is the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with UK custom.

C ADMISSION AND ENTRY TO THE COLLEGE

12 **Registration and Admission:** Applicants will be considered as candidates for admission and entry to the College when the Registration Form has been completed and returned to us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. **"Admission"** occurs when Parents accept the offer of a place. **"Entry"** is the date when a pupil attends the College for the first time under this contract.

13 **Equal Treatment:** The College is a boarding and day College for boys aged 7-18 years. The College has a Christian ethos but welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the College's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under the Special Educational Needs & Disability Act 2001 in order to accommodate the needs of applicants, pupils and members of the staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

14 **Offer of a Place and Deposit:** A deposit ("Acceptance Deposit") as shown on the Fees List as it appears in the supplement to the prospectus for the relevant year will be payable when Parents accept the offer of a place. The Deposit 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. Until credited, the deposit will form part of the general funds of the College.

15 **Overseas pupils:** For reasons of administration, the right is reserved to require payment of a full term's boarding Fees together with the Acceptance Deposit ("Overseas Deposit") as a deposit in the case of a pupil whose normal residence is outside the United Kingdom. The Overseas Deposit will be repaid by means of a credit on the invoice for the first term's fees. Subject to full compliance with these Terms and Conditions, the Acceptance Deposit will be repaid in accordance with clause 13 above.

D PASTORAL CARE

16 **Meaning:** Pastoral care is a thread that runs throughout all aspects of life at this College and is directed towards the happiness, success, safety and welfare of each pupil and the integrity of the College community.

17 **Our Commitment:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our College community and the rights and freedoms of others.

18 **Complaints:** Any question, concern or

complaint about the pastoral care or safety of a pupil must be notified immediately to the pupil's form tutor or to the member of staff concerned, or in the case of a grave concern must be notified in writing to the Head of School and/or by telephone and fax in a case of emergency. A copy of the College's current Complaints Procedure will be supplied on request.

19 **Pupil's Rights:** A pupil of sufficient maturity and understanding has certain legal rights which the College must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural or adoptive parents. If a conflict of interests arises between a Parent and a Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parent.

20 **Master's Authority:** The Parents authorise the Master to take and/or authorise in good faith all decisions which the Master considers on proper grounds will safeguard and promote the Pupil's welfare.

21 **Ethos:** The ethos of this College must be such as to foster good relationships between members of the staff, the pupils themselves and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The College and its staff will act fairly in relation to the pupils and parents and we expect the same of pupils and parents in relation to the College.

22 **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare.

23 **Disclosures:** Parents must, as soon as possible, disclose to the College in confidence any known medical condition, health problem or allergy affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety.

24 **Confidentiality:** The Parents authorise the Master to override their own and (so far as they are entitled to do so) a pupil's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote a pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the College. In some cases, teachers and other employees of the College may need to be informed of any particular vulnerability the Pupil may have. The College reserves the right to monitor the Pupil's e-mail communications and internet use.

25 **Leaving College Premises:** The College is unable to prevent a pupil leaving school premises in breach of College Rules and is not legally entitled to do so in the case of a pupil aged 16 years or over.

26 **Residence During Term Time:** pupils, except when boarding, are required during term time and

at weekends, exeats and half term, to live with a parent or legal guardian or with an education guardian acceptable to the College. Short-term boarding may be provided during term time for a pupil whose accommodation arrangements have broken down and may be charged as an extra. The Head of School must be notified in writing immediately if a pupil will be residing during term time under the care of someone other than a parent.

27 Absence of Parents: When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer during term time, the College must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.

28 Education Guardians: A pupil of any age whose Parents are resident outside the United Kingdom must have an education guardian in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility during exeats (permitted periods of time away from school), half term or the holidays for pupils whose Parents are resident abroad and the Parents and guardians of such pupils must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardians rests solely with the Parents. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian.

29 Photographs: It is the custom and practice of most independent schools, and of this College, to include some photographs or images of pupils in the College's promotional material such as the prospectus and website. We would not disclose the name or home address of a child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the College's promotional material must make sure their child knows this and must write immediately to the Head of School requesting an acknowledgement of their letter.

30 Transport: The Parents consent to the Pupil 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.

31 Pupil's Personal Property: Pupils are responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the College.

32 Insurance: Parents are responsible for insurance of the Pupil's personal property whilst at College or on the way to and from College or any College-sponsored activity away from College premises. From time to time the College can, via its insurance brokers, offer other forms of insurance such as personal accident benefits or fee remission insurance, but the College does not accept a contractual duty to do so. Parents may obtain further information on application to the Fees Administrator.

33 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 Pupil or Parents or for loss or damage to property.

E HEALTH & MEDICAL MATTERS

34 Medical Declaration: Parents will be asked to complete a form of medical declaration concerning the Pupil's health and must inform the Head of

School in writing if the Pupil 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 infectious diseases.

35 Medical Care: In order that the best use may be made of the facilities and services provided under the National Health Service, every boarder must be registered on the list of the College Medical Officer while a pupil at the College. Parents must comply with the College Medical Officer's quarantine regulations as varied from time to time.

36 Medical Examination: All new boarders will have a routine medical examination with the College Medical Officer (or other doctor appointed by him), usually during the first term at the College. New day pupils may be required by their Head of School to have a routine medical examination during their first term. Arrangements can be made on request for a parent to be present but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding (usually at 12+ years). All new pupils complete the College's health questionnaire.

37 Pupil's Health: The Head of School may at any time require a medical opinion or certificate as to the Pupil's general health. A pupil of sufficient age and maturity is entitled to insist on confidentiality.

38 Medical Information: Throughout a Pupil's time as a member of the College, the College Medical Officer shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil'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.

39 Emergency Medical Treatment: The Parents authorise the Head of School to consent on behalf of the Parents to the Pupil's receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

F EDUCATIONAL MATTERS

40 Our Commitment: Within the published range of the College's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Pupil and to provide education to at least the standard required by law in the particular circumstances, and often to a much higher standard.

41 Organisation: We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Master, is most appropriate to the College community as a whole. Our policy on setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils and may take into account management of friendship groups. Any parent who has specific requirements or concerns about any aspect of their child's educational progress should contact their child's form tutor, or the Head of School in the case of a grave concern.

42 Progress Reports: The College monitors the progress of each Pupil and reports regularly to Parents by means of grades and full written reports.

43 Sex Education: All pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time.

44 Public Examinations: The Master may, after consultation with a parent and pupil, decline to enter a pupil's name for a public examination if, in the exercise of professional judgement, the Master considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the staff.

45 Reports and References: Information supplied to Parents and others concerning the progress and character of a pupil, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the College.

46 Learning Difficulties: The College will do all that is reasonable in the case of each Pupil to detect and deal appropriately with a learning difficulty which amounts to a "special educational need". Our staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

47 Screening for Learning Difficulties: The screening tests available to schools are indicative only: they are not infallible. Parents will be notified if a screening test indicates that a pupil has a learning difficulty. A formal assessment may be arranged by the Parents themselves at their own expense.

48 Information about Learning Difficulties: Parents must notify the Master in writing if they are aware or suspect that a pupil (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Master and after consultation with the Parents and with the Pupil (where appropriate), the College cannot provide adequately for a pupil's special educational needs.

49 Moving up the College: Each Pupil who satisfies the relevant academic criteria, application and good behaviour will progress through the College and will ultimately complete the Sixth Form (Year 13). Parents will be consulted before the end of the Lent Term in Year 11 if there appears to be any reason why the pupil may be refused a place at the next stage of the College. Parents must give a term's notice in writing (ie. before the start of the Summer Term in Year 11) in accordance with the Provisions about Notice (in section H) if they do not intend their child to proceed to the next stage of the College, or a term's Fees in lieu of notice will be payable.

50 College's Intellectual Property: The College reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of a pupil in conjunction with any member of staff and/or other pupils at the College for a purpose associated with the College. The College will acknowledge and allow to be acknowledged the Pupil's role in creation / development of intellectual property.

51 Pupil's Original Work: Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at

College premises until, in our professional judgement, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Master and staff.

52 **College Trips:** A variety of College trips will be provided for your child while a pupil here. The cost of some College trips will be charged as an extra. **Parents' prior consent will be sought for each trip.** College trips abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. The Pupil is subject to College discipline in all respects whilst engaged in a College trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be charged as an extra.

G BEHAVIOUR AND DISCIPLINE

53 **College Regime:** The Parents accept that the College will be run in accordance with the authorities delegated by the Governing Body to the Master. The Master 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 a pupil is at issue.

54 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil 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.

55 **College Rules:** The College Rules which apply are set out in the termly Calendar provided to each pupil. Parents and pupils have an opportunity on request to see the current rules before they accept the offer of a place.

56 **College Discipline:** The Parents hereby confirm that they accept the authority of the Master and of other members of staff on the Master's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the College community as a whole. The College's disciplinary policy which is current at the time applies to all pupils when they are on College premises, or in the care of the College, or wearing College uniform, or otherwise representing or associated with the College, and also when boarders are in the company of day pupils at, or away from College premises, or outside College hours.

57 **Investigative Action:** A complaint or rumour of misconduct will be investigated. A pupil may be questioned and his accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by a parent or a teacher of the Pupil's choice.

58 **Procedural Fairness:** Investigation of a complaint which could lead to exclusion or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be

made to notify the Parents so that they can attend a meeting with the Master before a decision is taken in such a case. In the absence of a parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his choice.

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

60 **Drugs & Alcohol:** A pupil may be given the opportunity to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of College discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

61 **Terminology:** In these Terms and Conditions "*Suspension*" means that a pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Governors' Review. "*Withdrawal*" means that the Parents have withdrawn the Pupil from the College. "*Exclusion*" mean that the Pupil has been required to leave ("*asked to leave*") the College permanently in the circumstances described below. "*Exclusion for Non-Payment of Fees*" means that the Pupil may not return to College until arrears of Fees have been paid. "*Exclusion*" may also be used as a general expression covering any or all of the other expressions defined in this clause.

62 **Sanctions:** The College's current policies on sanctions are available to Parents on request before they accept the offer of a place. These 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 excluded.

63 **Exclusion:** A pupil may be formally excluded from the College if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of College discipline or a serious criminal offence. The Master shall act with procedural fairness in all such cases. Parents will be given a copy of the review procedure current at the time. The Master's decision shall be subject to a Governors Review if requested by a Parent. The Pupil shall remain away from College pending the outcome of the Review see "Governors Review" below.

64 **Fees after Exclusion:** If the Pupil is excluded, there will be a refund of the Acceptance Deposit and the unspent balance of any lump sum prepayment will be refunded with interest. There will be no charge to fees in lieu of notice but all arrears of Fees and any other sum due to the College will be payable.

65 **Leaving Status:** The expression "leaving status" has reference to whether the Pupil has been excluded, removed or withdrawn, and to the record which will be entered in to the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Master with the Parents and, where appropriate with the Pupil, at the time of the Master's decision.

66 **Governors' Review:** Parents may ask for a Governors' Review of a decision to exclude a pupil from the College or from boarding (but not a deci-

sion to suspend a pupil unless the suspension is for 11 College days or more, or would prevent the Pupil taking a public examination). **The request must be made as soon as possible and in any event within seven days of the decision being notified to the Parents.** Parents will be entitled to know the names of the Governors who make up the Review Panel.

67 **Review Procedure:** The Master will advise the Parents of the procedure (current at that time) under which such a review will be conducted by a panel of up to three Governors (including an independent member if requested). If Parents request a Governors' Review, the Pupil will be suspended from College until the decision to expel or remove has been set aside or upheld. While suspended, the Pupil shall remain away from College and will have no right to enter College premises during that time without written permission from the Master.

68 **Complaints Procedures:** A formal complaint about any matter of College policy or administration not involving a decision to expel or remove a pupil may be made in accordance with the College's written complaints procedure which is available upon request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

H PROVISIONS ABOUT NOTICE - see also section F "Moving up the College" and section G.

69 **Notice to be given by Parents** means (unless the contrary is stated in these terms and conditions) **a term's written notice addressed to and actually received by the Head of School personally.** It is expected that parents will consult with the Head of School before giving notice to withdraw a pupil.

70 **Fees in lieu of notice** means Fees in full for the term of notice at the rate that would have applied had the Pupil attended, limited to the parental contribution in the case of a scholarship or bursary.

71 **"A term's notice"** to be given by Parents means notice given before the first day of a term and expiring at the end of that term. A term's notice must be given **in writing** if the Parents **wish to cancel a place** which they have accepted, or if Parents **wish to withdraw a pupil** who has entered the College; or if, following the GCSE year or AS Level year, **the Pupil will not return for the following year** even if he has achieved the required grades; or the Pupil wishes to discontinue extra tuition; or **the Pupil wishes to transfer from boarding to day only attendance, or from full boarding to weekly boarding.**

72 **Cancelling Acceptance:** The cancellation of a place which has been accepted is normally a breach of contract which can cause long term loss to the College if it occurs after other families have taken their decisions about schooling for their children. If the Parents cancel their acceptance of a place less than a term before the entry date or the Pupil does not join the College after a place has been accepted and not cancelled, a term's Fees will be payable and the deposit will be credited to the account. Parents who cancel acceptance on more than a full term's notice before entry will not be required to pay Fees in lieu of notice but the deposit will be retained by the College. Cases of serious illness or genuine hardship may receive special consideration on written request.

73 **Withdrawal by Parents:** If a pupil is withdrawn on less than a term's notice Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question. The charge to a term's Fees 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.

74 Prior Consultation: It is expected that a parent or duly authorised education guardian will in every case consult personally with the Head of School or with the Head of School's authorised Deputy before notice of withdrawal is given.

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

76 Discontinuing Extras: A term's written notice is required to discontinue extra tuition charged by the College or a term's Fees for the extra tuition will be immediately payable in lieu of a debt.

77 Termination by the College: The College may terminate this agreement on **one term's written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal.** The College would not terminate the contract without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding), and would offer the Parents a Governors' Review of a decision to terminate. The deposit would be refunded without interest less any outstanding balance of the account.

I FEES

78 Meaning: "Fee" and "Fees" where used in these terms and conditions include each of the following charges where applicable: *Registration Fee; Acceptance Deposit; Overseas Deposit; Tuition Fees; Boarding Fees; Fees for extra tuition; other extras* such as Boarding House charges, clothing and equipment, photographs and other items ordered by the parent or the Pupil and *charges arising in respect of College trips, and damage* where a pupil alone or with others has caused wilful loss or damage to College property or the property of any other person (fair wear and tear excluded) and *late payment charges* if incurred.

79 Payment: The Parents undertake to pay the Fees applicable in each College year. Fees are due and payable on the first day of the College term to which they relate. If one or more items on the bill are under query, the balance of the bill must be paid.

80 Refund/Waiver: Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a pupil is released home after public examinations or otherwise before the normal end of term; or for any cause other than exceptionally and at the sole discretion of the Head of School in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the College can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules (set out in Section G above) apply when a pupil is expelled or removed, ie. asked to leave.

81 Exclusion for Non-Payment: The right is reserved on 3 days written notice to exclude a pupil while Fees remain unpaid by the third Saturday of the term. Exclusion on these grounds is not a disciplinary matter and the right to a Governors' Review will not normally arise but the Chairman of Governors has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the Parents. The College may also withhold any information, character references or property while Fees are

unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the pupil. **A pupil who has been excluded at any time when fees are unpaid will be deemed withdrawn without notice** twenty-eight days after exclusion.

82 Late Payment: An administration charge of 1% is added to the balance of fees not paid on the first day of term. In addition, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month which is a genuine pre-estimate of the cost to the College of a default. Cheques and other instruments delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared.

83 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 will be applied to any unpaid balance of Fees.

84 Appropriation: The Parents agree that a payment made in respect of one child may be appropriated by the College to the unpaid account of any other child of those Parents.

85 Payment of Fees by a Third Party: An agreement with a third party (such as a grand-parent) 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 Director of Finance. The College reserves the right to refuse a payment from a third party.

86 Instalment Arrangements: An agreement by the College to accept payment of current and/or past Fees by instalments is concessionary and the College reserves the right to terminate any such agreement in the event of any default for thirty days or more. On ceasing, the full amount of Fees then due shall be payable forthwith as a debt and interest will start to accrue at the rate for Late Payment (see above). Fees received under an instalment arrangement shall be deemed to have been paid in nine instalments appropriated as to three instalments for the Autumn Term, three instalments for the Spring Term and three instalments for the Summer Term.

87 Composition Schemes under which a lump sum prepayment is made by or on behalf of the Parents will be the subject of a separate contract which will provide, among other conditions for a minimum number of terms for such a scheme and a minimum lump sum and for a refund of the unused part of the prepayment in the event of the Pupil's leaving earlier than expected. Fees in lieu of notice (where applicable) and any other sum due and owing to the College at that time will be deducted from the sum to be refunded.

88 Scholarships & Bursaries: Every scholarship, or bursary or other award or concession is a privilege and is subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents' treating the College and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer.

89 Fee Increases: Fees are normally reviewed once per year and are subject to increase from time to time. Any increase in fees will usually be on a term's notice.

90 Money Laundering: Legislation requires the College, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees. For

the avoidance of doubt, College staff cannot accept cash payments from parents or third parties. Cash payments must be made through the parent's or third party's own bank.

J GENERAL CONTRACTUAL MATTERS

91 Management: It is our intention that the terms and conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils, and those of the College community as a whole. We aim to ensure that the College, its culture, ethos and resources are properly managed so that the College, its services and facilities can develop. We aim also to promote good order and discipline throughout our College community and to ensure compliance with the law.

92 Legal Contract: The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.

93 Change: This College, as any other, is likely to undergo a number of changes during the time your child is here. 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, the disciplinary framework, and the length of College terms. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

94 Consultation: It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, however, parents will be consulted and given at least a term's notice of a change of policy or a change in any physical aspect of the College which would have a significant effect on their child's education or pastoral care. For example, notice would be given of a proposal to close a boarding house or remove a subject from the curriculum.

95 Representations: Our prospectus, website, College video and CD Rom describe the broad principles on which the College is presently run and gives an indication of our history and ethos. Although believed correct at the time of printing, the prospectus is not part of any agreement between the Parents and the College. **Parents wishing to place specific reliance on a matter contained in the prospectus or video, or a statement made by a member of staff or a pupil during the course of a conducted tour of the College or a related meeting should seek written confirmation of that matter before entering this agreement.**

96 Third Party Rights: Only the College and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.

97 Interpretation: These terms and conditions supersede those previously in force and will be construed as a whole and headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions. Examples given in these terms and conditions are by way of illustration only and are not exhaustive.

98 Jurisdiction: This contract was made at the College and is governed exclusively by English law.