

TERMS & CONDITIONS

All prospective pupils should wish to be shown around the College with their parents. There is no substitute for visiting the school in order to appreciate the quality of the environment and facilities. A visit also provides the opportunity to ask individual questions which no prospectus can answer. Appointments can be made throughout the year.

1. Introduction

Terms and Conditions:

the letter of offer;
the conditions of award if applicable;
the Registration Form;
the College Contract; and
the fees list

they form the basis of a legally binding contract between the Parents and the College for the provision of educational services. These Terms and Conditions are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing and development of the College. Reasonable changes may be made to these Terms and Conditions, the fees list and the conditions of award (if applicable) from time to time to reflect changes in the law or in custom and practice at the College. Please also see clause 2h.

2. The College

- a. **The College.** Fine Arts College is a Limited Company.
- b. **The Principal** is the person appointed by Dukes Education to be responsible for the Student and includes those to whom any of the duties of the Principal or the College have been responsibly delegated.
- c. **Governors:** means the Governors of the School who are Directors of the parent company (Dukes Education) and who are responsible for the governance of the College.
- d. **“The Parent/s”** means any person, whether parent or guardian, who has signed the College Contract. Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions. Those who have “parental responsibility” (i.e. 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. The Parents are expected to give their support and encouragement to the aims of the College and to uphold and promote its good name; to continue the Student’s education at home and to ensure that the Student maintains appropriate standards of punctuality, behaviour, diligence, language and discipline.
- e. **“The Student”** is the child named on the Registration Form. The age of the Student will be calculated in accordance with UK custom.
- f. **Fees and Notice:** The rules concerning fees and notice are of particular importance and are set out at Sections 5 and 6 below.
- g. **Our Aims:** The aims of the College are described in the Prospectus. In addition, the College aims to strike the balance between academic and creative work, and moral development. *The College is a private self-regulating community which respects the human rights of Pupils and their parents, who in turn accept that the College’s lawful policies, disciplines and rules must sometime take precedence over the wishes of individuals.* We are committed to high standards of teaching and care and we welcome parental contact. The College is an environment in which Pupils are encouraged to participate in work and leisure activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.
- h. **Changes at the College:** 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 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 Regulations, 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. Fee levels will be reviewed each year and there will be reasonable increases from time to time.
- i. **Consultation:** It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, the College will use reasonable endeavours to ensure that parents will be consulted and provided with reasons for the change and where possible given at least a Term’s notice of a change of ethos or culture, a change in any physical aspect of the College which would have a significant effect on their child’s education or pastoral care, or a change of ownership of the College.
- j. **Documents referred to:** Before accepting the offer of a place, Parents and Pupils receive a copy of the Fees List and the College Contract. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions.

3. **Care and Good Discipline**

- a. **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 student and the integrity of the College community.
- b. **Communications with 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 the place or the Withdrawal of the Pupil from the College. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 6a.
- c. **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.
- d. **Disclosures:** The Parents must, as soon as possible, disclose to the College in confidence.

any known medical condition, health problem or allergy affecting the Student;
any history of a learning difficulty on the part of the Student or any member of his/her immediate family;
any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Student;
any family circumstances or court order which might affect the Student's welfare or happiness;
any concerns about the Student's safety;
any change in the financial circumstances of the Parents in receipt of a bursary from the College.

- e. **Physical Contact:** The Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instructions and for providing comfort to a pupil in distress or to maintain safety and good order, or in connection with the Student's health and welfare. The Parents also consent to their child participating in contact and non-contact sports and other activities as part of the normal College and extra-curricular programme and acknowledge that while the College will provide appropriate supervision the risk of injury cannot be eliminated.
- f. **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. The Parents must comply with the Principal medical officer's recommendations which may include a reasonable decision to release the Student home or to his/her education guardian when he/she is unwell.
- g. **The Student's Health:** The Principal may at any time require a medical opinion or certificate as to the Student's general health where the Principal considers that necessary as a matter of professional judgement in the interests of the Student and/or the College community. The Parents must inform the Principal in writing if the Student has any known medical condition, health problem, disability or allergy or has been in contact with an infectious or contagious disease.
- h. **Medical Information:** Throughout a Student's time at the College, the First Aider shall have the right to disclose confidential information about the Student if considered to be in the Student's own interests or necessary for the protection of other members of the College. Such information will be given and received on a confidential, "need-to-know" basis.
- i. **Conduct and Attendance:** We attach importance to courtesy, integrity, manners and good discipline. The Student is expected to take a full part in the activities of the College, to attend punctually on each school day, to work hard, to be well behaved and to comply with the College Rules. Students will receive health and life skills education appropriate to age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the curriculum.
- j. **Student's Rights:** A student 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 and adoptive Parents. If a conflict of interests arises between a Parent and a 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 Parent.
- k. **The Student Contract:** Each Student is supplied with a copy of the Student Contract giving information about the ethos and rules at the College. The purpose of the College Rules is to help every Student to know what is expected and to encourage courtesy and consideration for others. Each Pupil and Parent should read the Student Contract.
- l. **Provision of education:** 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.
- m. **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Principal, is most appropriate to the College 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.

4. **Admission and Entry to the College**

- a. **Registration, Admission and Entry:** 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-refundable registration fee paid. Admission and entry will be subject to the availability of a place and the Students satisfying the admission requirements at the time. "**Admission**" occurs when Parents accept the offer of a place. "**Entry**" is the date when a student attends the College for the first time under this contract.
- b. **Equality:** The College is a mainstream co-educational day College for pupils aged 14-18 years. The College has a non-denominational ethos and welcomes staff and children from many different ethnic groups and backgrounds. 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 students who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and students who have disabilities for which, after reasonable adjustments, we can cater adequately.
- c. **Offer of a Place and Deposit:** A deposit (Acceptance Deposit) as shown on the Fees List for the relevant year for the relevant entry point will be payable when parents accept the offer of a place. The Acceptance Deposit will be retained in the bursary funds of the College until the completion of the course, at which point it will be made available to the payee upon request. If the deposit is not requested within 6 months of the end of the Student's final term it will permanently remain in the bursary fund. See also clause 6h.
- d. **Moving to the Sixth Form:** It is assumed that a Student will progress from GCSE to A Level and complete the Upper Sixth year at Fine Arts College. A Student moving into the Sixth Form will be interviewed for a place in the Sixth Form.

Parents must give a Term's Notice in writing in accordance with the Provisions about Notice (in Section 6) 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.

5 **Fees and Extras**

- a. **Fees:** May include alone or in a combination any of the Registration Fee, the Acceptance Deposit, tuition fees, fees for extra individual tuition, examination fees, other supplements such as equipment, photographs 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 wilful 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.
- b. **Supplements:** Extras include; **Fees for extra tuition; other extras** such as equipment, photographs, books and other items ordered by the Parent or the Student or incurred by the College and **charges arising in respect of educational visits, and damage** where a Student 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.
- c. **Payment of fees:** The Parents jointly and severally undertake to pay the Fees applicable to each Term directly to the College. Except where a separate agreement has been made between the Parents and the College for the deferment of payment of Fees, Fees for each Term are due and payable on the 15th August, 15th December and 15th March, prior to the approaching term. If an item on the bill is under query, the balance of the bill must be paid.
- d. **Exclusion for Non-Payment:** The College reserves the right to exclude the Student on three days' written notice if 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 6. 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 Fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Student.
- e. **Refund/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 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 9 for information about events beyond the control of the parties.

- f. **Payment of Fees by a third party:** An agreement with a third party (such as an employer, grandparent, step-parent without parental responsibility or third party credit provider) to pay the Fees or any other sum due to the College does not release Parents from any liability under these Terms and Conditions if the third party defaults or

affect the operation of these terms and conditions unless an express release has been given in writing signed by the Bursar. The College reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.

- g. **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 Fees which are unpaid. The rate of interest charged will be at up to 1.5% 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.
 - h. **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, as set out in clause 5g.
 - i. **Fee 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 College within 21 days and will not be liable to pay Fees in lieu of Notice. The Acceptance Deposit will be refunded without interest less any sums owing to the College.
 - j. **Scholarships and Bursaries:** Every scholarship and bursary is a discretionary privilege subject to high standards of behaviour, attendance and work on the College's part and to the Parents treating the College and the staff reasonably. The terms of a scholarship or bursary and in particular the terms upon which benefits may become repayable are set out in the conditions of award contained in the offer letter (where applicable) to Parents. The value of a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed. A copy of the College's Bursary Policy is available on the College's website.
 - k. **Instalments Arrangements:** An agreement by the College to accept payment of current and/or past and/or future Fees by instalments is concessionary and will be subject to separate agreement/s between Parents and the College. Where there are inconsistencies between these Terms and Conditions and those of any instalment agreement or invoice issued by the College to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.
 - l. **Advance Payment of Fees Scheme:** The College offers an optional advance payment of college fees scheme. Details of the Scheme are available from the Bursar.
 - m. **Money Laundering:** Legislation requires the College, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of the person who is paying the Fees.
 - n. **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 be appropriated to the unpaid account of any other child of those Parents.
 - o. **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.
6. **Events Requiring Notice in Writing**
- a. **Notice:** means (unless the contrary is stated in these Terms and Conditions) a Term's written notice given by:
 - both Parents; or
 - one of the Parents with the prior written consent of the other parent; and
 - any other person with Parental Responsibility
- before the first day of Term addressed to and received by the Principal. 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.
- b. **Provisional Notice** will only be accepted in exceptional circumstances and will only be valid in the term in which it is given and only when written and accepted by the Principal personally in writing. Provisional notice will not be accepted where the Parents are awaiting the outcome of applications to other schools or colleges.
 - c. **Term** means the period between and including the first and last days of the relevant college term.
 - d. **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 a place after acceptance; or if the Parents wish to withdraw the Student who has entered the College; or if, following the GCSE or Lower Sixth year, the Student will not return for the following year even if he/she has achieved the required grades.
 - e. **Half a Term's Notice:** means Notice given before the first day of Term expiring at half term, or notice given before half term expiring at the end of Term.
 - f. **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, 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.
 - g. **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. Please see clause 4a for details of when entry to the College occurs.

- h. **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either parent meeting face to face with a member of the College staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the Acceptance Form. In such circumstances the Acceptance Deposit, if paid, will be refunded together with any Fees paid pro-rated if the College has provided any educational services under this agreement.

- i. **Cancelling Acceptance:** The College agrees to limit the Parents' liability to:

A full Term's Fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession) payable as a debt immediately unless the place is filled immediately.

- j. **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 4a for details of when Entry to the College occurs. Please see also clause 5d, clause 6l and clause 6m.

- k. **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 5d, Fees in lieu of notice less the Acceptance Deposit will be due and payable as a debt immediately unless the place is filled immediately and without loss to the College. T.

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

- m. **Prior Consultation:** It is expected that the Parents or duly authorised education guardian will in every case consult personally with the Principal before Notice of Withdrawal is given by the Parents.

- n. **Discontinuing Extras:** Half a term's written notice is required to discontinue an extra or half term's Fees for the extra will be immediately payable in lieu as a debt.

- o. **Termination by the College:** The College may terminate this agreement on one full Term's notice in writing sent by ordinary post. 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 Acceptance Deposit, will be refunded without interest less any outstanding balance of Fees.

7. **Discipline, Removal and Expulsion of a Student**

- a. **College Regime:** The Head Office provides authority to the Principal to impose a disciplinary regime and the Principal is entitled to exercise a wide discretion in relation to this 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.

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

- c. **Investigative Action:** A complaint or rumour of misconduct will be investigated. The Student may be questioned. All reasonable care will be taken to protect human rights and freedoms. In cases of serious breach of college discipline where a serious College sanction may lead to a suspension of 11 days or more, required removal or expulsion, the College will attempt to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, and also to make arrangements for the Student to be accompanied and assisted by a Parent, educational guardian or a teacher of the Student's choice.

- d. **Terminology:** In these Terms and Conditions "Suspension" means that a Student 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. "Rustication" means releasing a Student home or to an education guardian for a specified period of time (usually a weekend) but without further disciplinary consequences. "Final Warning" means that the Student has committed a breach or breaches of the College's disciplinary policy and a further breach that would result in a suspendable offence will result in Expulsion. "Expulsion" means that the Student is required to leave the College permanently in the circumstances described in clause 7f below. "Removal" means that the permanent of the Student from the College is required in the circumstances described in clause 7h below. "Released home" means that the Principal has consented to the Student being away from College for a specified period of time. "Exclusion" means that the Student may not return to school until the 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.

- e. **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 detention for a reasonable period, withdrawal of privileges, gating, Rustication or Suspension, a Final Warning or alternatively being Removed or Expelled.

- f. **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 7l and 7m.

- g. **Fees After Expulsion:** If the Student is expelled, there will be no refund of the Acceptance 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.

- h. **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:**

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 members of its staff 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 Clauses 7l and 7m.

- i. **Fees Following Removal:** If the Student is removed or withdrawn in the circumstances described in Clause 7h, the provisions relating to Fees shall be as set out in Clause 7g.

- j. **Discretion of the Principal:** The decision to Exclude, Suspend or require Removal or Expel a Student and the manner and form of any announcement shall be at the sole discretion of the Principal who will act fairly when exercising his discretion. In no circumstances shall the College or its staff be required to divulge to Parent/s or others any confidential information or the identities of Students or others who have given information which has led to Suspension, the requirement to Remove or Expulsion or which the Principal has acquired during an investigation.

- k. **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.

- l. **Governors' Review:** In the event of Expulsion or of a Student's Removal being required, Parents may ask for a Governors' Review of the decision. The Parents cannot request a Governors' Review regarding a decision to Suspend a Student unless the Suspension is for 11 college days or more, or would prevent the Student 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. The Parents will be entitled to know the names of the Governors who make up the Review Panel.

- m. **Review Procedure:** The Principal will advise the Parents of the procedure (current at that time) under which a Governors' Review shall be conducted by a panel of three Governors. If the Parents request a Governors' Review, the Student will be suspended from the 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. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

- n. **Access:** A Student who has been Withdrawn, Excluded, Suspended, Removed or Expelled from the College has no right to enter College premises without the written permission of the Principal.

8. **Events Beyond the Control of Parties**

- a. **Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as 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 disease, failure of utility service or transportation.
- b. **Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- c. **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 9b above shall notify the other of the steps to be taken to ensure performance of this Agreement.
- d. **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 9b may terminate this agreement by providing at least three working days' notice in writing to the other party.

9. **General Conditions**

- a. **Special Precautions:** The Principal needs to be aware of any matters that are relevant to the Student's security and safety. The Principal must therefore be notified in writing immediately of any court orders or situations of risk

in relation to a Student for whom any special safety precautions may be needed. A Parent may be excluded from the College premises if the Principal, acting in a proper manner, considers such exclusion to be in the best interests of the Student or of the College.

- b. **Leaving School 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 we cannot accept responsibility for the Student if he/she leaves the College premises in breach of College Rules or Regulations. The College is not legally entitled to prevent a student aged 16 years or over from leaving College premises during College hours.
- c. **Residence during Term Time:** The Student is required during term time and at weekends and half term, to live with the Parents or legal guardian or education guardian acceptable to the College. The Principal must be notified in writing immediately if a Student will be residing during term time under the care of someone other than the Parents.
- d. **Absence of Parents:** When both Parents will be absent from the Student's home overnight or for a 24 hour period or longer, the College requires, in writing, the name, address and telephone number for 24 hour contact of the adult who will have the care of the Student.
- e. **Liability and Insurances:** The College does not, unless there has been negligence or other wrongdoing, accept responsibility for accidental injury or other loss caused to the Student or the Parents or for loss or damage to property. The College undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of Parents including insurance of the Student's personal property whilst at the College or on the way to or from the College or on any College sponsored activity away from the College. The College does not accept the responsibilities of an insurance agent for any purposes connected with insurance taken out by Parents.
- f. **College Trips:** A variety of College trips will be provided for the Student. By signing the Acceptance Form or agreeing to be bound by these Terms and Conditions the Parents consent to the Student taking part in any educational visit. Educational visits which:

- require overseas travel; or
- involve an overnight stay; or
- occur during a weekend or School vacation; or
- involve some element of high risk or adventure activity

will be subject to a separate agreement. The cost of such a visit will be payable in advance. The Student shall be subject to College discipline in all respects whilst engaged in an educational visit. 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.

- g. **Transport:** The Parents consent to the Student 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.
- h. **Conduct of Parents:** The Parents will behave appropriately when on College premises. This includes complying with the College's Rules and Regulations currently in force in relation to parking within College grounds.
- i. **Photographs:** By signing the Acceptance Form or agreeing to these terms and conditions the Parents consent to the College obtaining and using photographs or images of the Student for:
 - use in the College's promotional material such as the prospectus, the website or social media;
 - press and media purposes;
 - educational purposes as part of the curriculum or extra-curricular activities.

We would not disclose the home address of the Student without the Parents' consent.

- j. **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 Principal in writing, requesting an acknowledgment of their letter.
- k. **Students' 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 and for property lent to them by the College. The Student is responsible for ensuring that all such property is clearly marked with their name. The Student is responsible for the safe condition and use of all electrical appliances which they bring on to college premises.
- l. **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 is practicable. 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 published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.
- m. **Progress Reports:** The College monitors each Student's progress and, at least thrice a year, Parents will receive a report either in writing or at a meeting with the subject teachers.

- n. **Learning Difficulties:** The College will do all that is reasonable to detect and deal appropriately with a learning difficulty that is considered to be a 'special educational need'. Parents will be notified if it appears that formal assessment by an educational psychologist is advisable or the Student is falling behind with studies. A formal assessment can be arranged by the College at the Parents' expense, or by the Parents.
- o. **Information about Learning Difficulties:** The Parents must notify the Principal in writing if they are aware or suspect that a Student (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide the College with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Student, without being charged Fees in lieu of notice if, in the professional judgement of the Principal and after consultation with the Parents and with the Student (where appropriate), the College cannot provide adequately for a Student's special educational needs. Additional support teaching provided by the College may be charged as an extra.
- p. **Testing for Drugs and Substances:** The Principal may at any time when grounds for suspicion exist, give the Student the opportunity to provide a biological sample under medical supervision to test for the use of illegal drugs or to provide a sample of breath to test for alcohol consumed in breach of College rules or policy. Such samples will not form part of the Student's permanent medical record.
- q. **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 Pupil'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 e-mail, the internet and mobile electronic devices. See also the College's policy on acceptable use of IT and e-mail. The Parents consent to the College making enquiries of the Student's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the College informing any other school or educational establishment to which the Student is to be transferred if any Fees of this College are unpaid.
- r. **Examinations, Reports and References:** The College will enter a Student's name for an examination if the Principal is satisfied that such is in the best interests of the Student. 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 judgement, 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 the Student's tutors. Information supplied to the Parents and others concerning the progress and character of a Student 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. Where Parents are separated or divorced, reports and other information will be sent to the person with whom the Student normally resides. Duplicate reports will be sent on written request only.
- s. **Intellectual Property:** Where the Student, in conjunction with any member of staff, creates anything (including a work, a design, or goodwill) (a **Work**) in respect of which any intellectual property (including copyright, design rights, patents, database rights or the right to sue for passing off) (**Intellectual Property Rights**) exist, the College reserves all its Intellectual Property Rights in respect of that Work. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to the College retaining the Student's original work until, in the professional judgement of the Principal, it is appropriate to release the work to the Student. We will take reasonable care to preserve the Student's work undamaged but cannot accept liability for loss and damage caused to this or any other property of the Student by factors outside the direct control of the Principal or staff.
- t. **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 acceptance form to the College.
- u. **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. This contract is for the provision of education for the Student named on the Acceptance Form and not for any other child including siblings of the Student.
- v. **Data Protection:** By signing the Acceptance Form or by agreeing to be bound by these Terms and Conditions the Parents on behalf of themselves and so far as they are able on behalf of the Student consent as far as is required under data protection law to the College processing personal information including financial information relating to the Parents and sensitive personal information relating to the Parents and / or the Student as is deemed necessary for the legitimate purposes of the College. If you would like further information about how the College processes personal information, please see our privacy statement document which is published on our website. The following **Data Protection Information Notes** explain the purposes for which we process personal information.
 - 1. The College holds information about you and your child including exam results, parent and guardian contact and financial information and details of medical conditions. That information is kept electronically on the College's information management system or manually in indexed filing systems.
 - 2. These notes refer to the "processing" of information. "Processing" is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.

3. The College processes information about you and your child in order to safeguard and promote the welfare of your child, promote the objects and interests of the College, facilitate the efficient operation of the College and ensure that all relevant legal obligations of the College are complied with. Examples may include: the College keeping details of medical conditions from which your child may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and/or the College processing financial information obtained from you or from third parties such as credit reference agencies.
 4. The College may process different types of information about your child for the purposes set out above. That information may include:
 - Medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your child.
 - Personal details such as home address, date of birth and next of kin.
 - Information concerning your child's performance at College, including discipline record, College reports and examination reports.
 - Financial information including information about the payment of fees at this College or any other College. Where, in the professional opinion of the Principal it is deemed necessary we may share information with certain third parties.
 5. We may, in order to verify your identity and so that we can assess your application for the award of a bursary or for credit in contemplation of an agreement for the deferment of fees, search the files of any licensed credit reference agency who will keep a record of that search and details about your application. This record will be seen by other organisations which make searches about you. Failure to supply information may result in a refusal of an award or credit.
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- w. **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any word/s, alone or in combination, infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these Terms and Conditions affects the Parents' statutory rights.
 - x. **Interpretation:** These Terms and Conditions supersede any previously in force and will be construed as a whole. Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of the Terms and Conditions.
 - y. **Jurisdiction:** This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.

Fine Arts College

Registered in England No: 09580402

Registered Office: 5th Floor South, 14-16 Waterloo Place, London, United Kingdom, SW1Y 4AR