

# OXFORD INTERNATIONAL COLLEGE BRIGHTON

## TERMS AND CONDITIONS

**What these terms cover.** These are the terms and conditions on which we provide educational services.

**Why you should read them.** Please read these terms and conditions carefully before you accept our offer of a place at the College for your child. These terms and conditions tell you who we are and how and on what basis the College will provide educational services.

In these terms and conditions you will see some parts written in bold or otherwise highlighted to stand out. This is to draw certain provisions to your specific attention because they are important to the good management and operation of the College and our provision of educational services.

If you think there is a mistake in these terms and conditions, or if anything is unclear or you would like to have something further explained to you, then please contact the College ([admissions@oicbrighton.com](mailto:admissions@oicbrighton.com)) to discuss.

### 1. **Definitions**

1.1 *Meanings of some words and phrases we use in these terms and conditions.* In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here:

**"Acceptance Form"** means the form provided by the College for parents to complete when accepting a place for their child at the College;

**"administration fee"** means the amount set out and referred to as the administration fee in the Acceptance Form (and that is separately set out in the Schedule of Fees);

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

**"Complaints Procedure"** means the College's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the College. It is not intended to form part of the contract between you and the College. A copy of the most up-to-date Complaints Procedure is on the College's website and is otherwise available from the College at any time upon request;

**"contract"** has the meaning given in [Clause 1.3](#) below;

**"deposit"** means the amount set out and referred to as the deposit in the Acceptance Form (and that is separately set out in the Schedule of Fees);

**"fees"** means the termly fees set out in the Schedule of Fees;

**"FIA Terms and Conditions"** means the supplemental terms and conditions relating to the College's fees in advance scheme;

**"Principal"** means the person appointed by the Governors of the College to be responsible for (or to share in the responsibility for) the day-to-day running of the College, including anyone to whom such duties have been delegated;

**"Schedule of Fees"** means the note of the College's prevailing fees notified to you from time to time, a copy of which is available on the College's website and from the College at any time upon request;

**"College Rules"** means the body of rules and policies of the College which set out our expectations concerning (amongst other things), educational expectations and requirements, conduct and behaviour,

as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the College. A copy of the documents comprising the College Rules (including the College's *Code of Conduct*) is available on the College's website and from the College at any time upon request;

**"term"** means a term of the College as published on the College's website and as notified to parents from time to time;

**"a term's notice"** means **written** notice given not later than the first day of the term before the term to which the notice relates. For example, a term's notice is required to withdraw your child from the College. So, if you wish to withdraw your child with effect from the start of the summer term, a term's notice means you need to tell us in writing about the withdrawal, at the latest, on the first day of the spring term immediately before. This is because the summer term is the term to which the notice relates;

**"terms and conditions"** means these terms and conditions as may be amended from time to time;

**"we"** or the **"College"** means the legal entity carrying on as the College as identified in Clause 1.2 below; and

**"you"** or the **"parents"** means each person who has signed the Acceptance Form as a holder of parental responsibility for the child.

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words **"for example"**, **"includes"** or **"including"**. The examples that are then given are not exclusive or limiting examples of the matter in question.

We also use headings to introduce separate provisions. These headings are for ease of understanding only.

1.2 Who we are. We are **Oxford International School Limited** a company registered in England and Wales. Our company registration number is 10519759, and our registered office is at New Kings Court Tollgate, Chandler's Ford, Eastleigh, Hampshire SO53 3LG. Our registered VAT number is 403 5061 02.

1.3 Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, the **FIA Terms and Conditions** and these **terms and conditions** (as in each case may be amended from time to time) form the terms of the **contract** between you and the College. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

## 2. **Acceptance and Deposit**

2.1 How you accept our offer of a place. An offer of a place for your child at the College is accepted by your submitting the completed Acceptance Form and paying the deposit and the administration fee.

2.2 The non-refundable status of the deposit and the administration fee. **The deposit and the administration fee are not refundable if your child does not take up their place at the College.** The limited exception to this is where notice is given in accordance with Clause 3.1 below and the College actually fills the specific vacancy created by your child's withdrawal, in which case the College shall refund the deposit to you less its costs in administering your dealings with the College or a reasonable estimate of those costs. You should be aware that in the event of a late withdrawal it is very unlikely that the College would be able to fill the vacancy created by your child's withdrawal. Please note that the administration fee is not refundable in any circumstances.

2.3 How we use the deposit. The deposit will form part of the general funds of the College until it is credited without interest to the final payment of the fees or other sums due to the College on your child's leaving (unless otherwise stated in these terms and conditions).

**PLEASE READ THIS NEXT SECTION CAREFULLY** – it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the College and what happens if you withdraw at that stage.

The cancellation of a place which has been accepted can cause losses to the College, especially if it occurs after other families have taken their decisions about their children's schooling. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

### 3. **Withdrawing your Acceptance of a Place before your child joins the College**

- 3.1 **Notice to withdraw your acceptance of a place before your child joins the College.** If you wish to withdraw your acceptance of a place **BEFORE** your child starts at the College you must **either** give us a term's notice to that effect **or** pay to the College a term's fees in lieu of notice. This means that if, for example, your child is due to start at the College in September (at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding summer term (ie, the final term of the previous academic year) or pay fees in lieu of notice.
- 3.2 **If we receive a term's notice.** If you provide a term's notice, no further fees will be payable but you will not receive a refund of the deposit (the only exception to this if you are entitled to a refund of the deposit under Clause 2.2 above).
- 3.3 **If we do not receive that period of notice.** If you do not provide us with a term's notice (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the College upon demand as a debt. The term's fees will be charged at the rate applicable for the term when your child was due to start. The College will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2.2 above) to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.

### 4. **College Fees, Supplemental Charges and Payment**

- 4.1 **What the fees include.** Unless set out in the Schedule of Fees or notified to you at any time, the fees include the costs we incur in the usual course of educating your child and, if applicable, facilitating our boarding provision.
- 4.2 **What the fees do not include: supplemental charges.** We refer to any items or services charged to you in addition to the fees as **supplemental charges**. By way of example, any extra-curricular activities (such as individual music lessons, additional academic courses and enrichment courses you are required to attend, trips and visits) in which you agree your child may participate in and/or receive and which need to be paid for, will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination fees shall be charged as supplemental charges (and, for the avoidance of any doubt, it is your responsibility to make sure your child is entered into the correct examinations and the relevant fees paid). Additional charges incurred by the College in providing for the special educational needs of your child may also be charged as supplemental to the fees.
- 4.3 **Applicable taxes.** All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).

**PLEASE READ THIS NEXT SECTION CAREFULLY** – it deals with your responsibility to pay the fees and supplemental charges.

- 4.4 **Who is responsible for payment.** Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the College. This is because our contract applies to both of you together and each of you on your own. Each parent who signs the

Acceptance Form therefore has an individual responsibility to ensure that, individually or between them, the fees and supplemental charges owing to the College are paid. In practice this means that if fees or supplemental charges have not been paid then in order to recover the outstanding payments, the College can, in its discretion, choose to seek payment of the amount outstanding from either parent or both parents. The only exceptions to this are set out in Clause 4.5 immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the College, and do not extinguish either parent's liability for the fees and supplemental charges due under this contract.

- 4.5 How one parent can remove him/herself from their payment responsibility and circumstances where the College may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract. A parent who has signed the Acceptance Form may be removed from their payment responsibility under this contract but that parent **must** have obtained the prior written consent of both the College and the other parent who has signed the Acceptance Form before submitting such notice. Separately, the College may (without obligation to do so) agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless and until we agree otherwise in writing.
- 4.6 How scholarship awards are treated. A scholarship or other award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Principal, your child's attendance, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you, including in relation to an application for the award)) no longer merit the continuation of the award.

If your child has been awarded a scholarship which includes financial assistance (eg, by way of fee remission), your responsibility will be to pay for the amount of fees due after taking account of that award. Where it appears likely to the Principal that an award which includes financial assistance may be withdrawn, you will be notified in advance and, if within fourteen (14) days of that notification your child is withdrawn from the College, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the College without the benefit of the financial assistance.

- 4.7 How the fees are charged and payment requirements. The annual fees are divided into two (2) equal parts and are charged separately in September and January to cover each term across the year, regardless of the length of any term and regardless of your child's year group. **Each set of fees fall due for payment by you on the date stated on the relevant invoice.** Each set of fees will be included in an invoice sent to you (or such other person(s) the College may have agreed separately shall pay the fees under Clause 4.5 above). The fees must be paid in full by direct bank transfer or flywire on or before the payment date specified on the applicable invoice. **We may not allow your child to attend the College if you do not pay on time.**
- 4.8 Payment of supplemental charges. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be invoiced separately before the start of the next term. All such supplemental charges must be paid in full by direct bank transfer on or before the first day of the next term.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – it sets out what rights we have, and what action we may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.

- 4.9 Non-payment of fees: refusal to attend College. **We may refuse to allow your child to attend the College, withhold any references, and/or withdraw sponsorship of your child's Child Student / Student visa (if applicable) while fees remain unpaid or if there is a persistent failure by you to pay the fees on time. This applies in addition to our right to terminate this contract under Clause 14.**

- 4.10 Non-payment of supplemental charges: refusal to participate in the relevant activity. **We may refuse to allow your child to participate in the relevant extra-curricular activity or receive the relevant service, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.**
- 4.11 We can charge interest if you pay late. If you do not make any payment to the College by the due date for payment (see Clauses 4.7 and 4.8 above) we may charge interest to you on the overdue amount at the rate of 2.5 per cent a year above the base rate from time to time of the College's bank. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. You must pay the College the interest together with the overdue amount.
- 4.12 We can recover our costs for recovering late or non-payments. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs).
- 4.13 We can notify other educational institutions of your outstanding payments. We may inform any other College or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – *it sets our right to increase the fees during the course of your child's time at the College.*

- 4.14 Our ability to increase the fees. We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. For example, if the fees are to increase at the start of the autumn term, we will notify you before the end of the preceding spring term. This will allow you time to consider the increase and, if you wish to withdraw your child from the College before the proposed increase is due to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the College under Clause 3.1 or Clause 5.1 below.
- 4.15 Fees and supplemental charges will not be reduced due to your child's absence. Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. If your child takes study leave at home before or during examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of any periods spent at home.
- 4.16 Information on your identity and the source of funds. From time to time we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:
- 4.16.1 your identity;
  - 4.16.2 your child's identity;
  - 4.16.3 that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;
  - 4.16.4 your child's right to enter, live and study in the United Kingdom;
  - 4.16.5 the legitimate source of funds you are using to pay the fees; and
  - 4.16.6 information provided to us as part of, or in connection with, an application for (or our grant of) a bursary/scholarship award.

You must provide the College with the information and documentation we ask for.

- 4.17 Allocation of payments to your fees account. Except where expressly agreed with you otherwise, the College shall be entitled to allocate payments from you to your account as it sees fit. For example, the College shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the College.
- 4.18 How fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the College. Where you and the College have entered into an agreement incorporating the FIA Terms and Conditions (ie, where you have made a 'lump sum' capital payment in respect of all or part of the fees due under this contract) the College will administer that lump sum to meet the fees pursuant to the FIA Terms and Conditions but you will still need to meet the difference (if any) between the amount per term applied by the College under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. The College will provide a termly statement of account in respect of the fees and supplemental charges and the difference will be payable in accordance with the terms of this contract.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – it sets out what period of notice we require from you if you wish to withdraw your child from the College, change the nature of your child's place at the College, or remove your child from participating in an activity for which there is a supplemental charge.

Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice. In such circumstances we require you to pay us fees in lieu of notice, which is a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given.

## 5. **Notice Requirements**

- 5.1 Notice to withdraw your child from the College. If you wish to withdraw your child from the College (other than at the normal leaving date), you must either give us a term's notice to that effect or pay to the College a term's fees in lieu of notice, at the rate that would have been charged for the final term of provision if a term's notice had been given. The College will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2.2 above) to the payment of any such fees in lieu of notice. This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (ie, at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding summer term (ie, the final term of the preceding academic year) or pay the fees in lieu of notice referred to above.
- 5.2 Notice to change your child's place at the College. If you wish to change your child's place at the College from a boarding to a day place you must either give a term's notice or pay to the College the difference between the boarding and the day fees in lieu of notice, at such rate as would have been charged for the final term of boarding if a term's notice had been given. All other boarding-related changes, for example changing your child's place from a day place to a boarding place (either temporarily or full time), require the College's prior written consent.
- 5.3 The Principal's discretion to remove your child from boarding. The Principal may in their discretion require you to remove your child from boarding and move them to a day place if the Principal considers that:
- 5.3.1 this is in the best interests of your child and/or other children and/or the College; and/or
- 5.3.2 the College is unable to meet your child's needs within the boarding setting (including cases where the College cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child within the boarding setting); and/or



5.3.3 your child's conduct or behaviour (including conduct or behaviour outside College) is unsatisfactory such that removing the child from boarding to a day place is considered appropriate.

You will be charged the fees for your child's day place at the College with effect from the day your child is removed from boarding.

5.4 When the relevant amount in lieu of notice must be paid. In cases under Clause 5.1 or Clause 5.2 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.

5.5 Notice to withdraw your child from participating in an activity or from receiving a service covered by a supplemental charge. If you wish to withdraw your child from an activity or service charged for as supplemental, you must either give a term's notice to that effect or pay to the College as a debt a term's charges for the activity or service in which your child has ceased to participate.

5.6 Withdrawal part-way through a term does not reduce the amount you owe to the College. It is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity or receive a service part-way through a term.

## 6. College Rules

6.1 Compliance with the College Rules. It is a condition of remaining at the College that you and your child (in each case to the extent applicable) comply with the College Rules, including the College's *Attendance Policy*. In addition, you must ensure that your child attends College, attends punctually, meets the College's academic standards and requirements and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the College Rules).

6.2 We may undertake drugs and alcohol testing of your child. The College may undertake drug and alcohol testing of pupils in accordance with its substance misuse policy as set included in the College Rules. The substance misuse policy has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.

6.3 Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media. **The College may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use, and use of social media.** We may do this for various reasons, including ensuring compliance with the College Rules or where it is appropriate or necessary for the College to do so in connection with the College's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## 7. Suspension, Exclusion and Required Removal

7.1 The Principal's discretion to suspend or exclude your child from the College. The Principal may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the College if the Principal considers that your child's conduct or behaviour (including behaviour or conduct outside College) is unsatisfactory and/or the suspension or exclusion is in the College's best interests and/or those of your child or other children.

7.2 Where you can find examples of offences punishable by suspension or exclusion. The College Rules, the College's *Behaviour, Rewards and Sanctions Policy*, and the College's *Attendance Policy* set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Principal may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the College may be taken into account.

7.3 The Principal's discretion to require you to remove your child from the College. Instead of exclusion or suspension, the Principal may in his or her discretion require you to remove your child from the College if the Principal considers that:

- 7.3.1 **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's and/or other children's progress at the College, and/or the wellbeing of College staff; and/or brings (or is likely to bring) the College into disrepute (among the College community or the general public); and/or is not in accordance with your obligations under this contract; and/or
- 7.3.2 your child's attendance and/or progress at the College is unsatisfactory and/or in the reasonable opinion of the Principal, the removal is in the College's best interests and/or those of your child and/or other children; and/or
- 7.3.3 your child's conduct or behaviour (including conduct or behaviour outside College), is unsatisfactory and/or the required removal is in the College's best interests and/or those of your child and/or of other children; and/or
- 7.3.4 the College is unable to meet your child's needs, including cases where the College cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.

7.4 What happens if your child is suspended, excluded or removed from the College. Should the Principal exercise his or her right under either Clause 7.1 or Clause 7.3 above:

- 7.4.1 you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed;
- 7.4.2 in respect of exclusions and required removals (but not in cases of required removal under Clause 7.3.2 and/or Clause 7.3.3 and/or Clause 7.3.4), the deposit will be forfeited and retained by the College; and
- 7.4.3 in respect of exclusions and required removals, fees in lieu of notice will not be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded.

7.5 Impact of exclusion or required removal on this contract. This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the College.

7.6 Your right to have decisions to exclude or require the removal of your child reviewed. You are entitled to have any decisions taken by the College and/or Principal to exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the *Behaviour, Rewards and Sanctions Policy*.

## **8. The College's Obligations**

8.1 The period of your child's schooling. Subject to these terms and conditions, the College will accept your child as a pupil of the College and register your child on the College's statutory register from the time of joining the College until the end of his or her schooling.

8.2 Moving up the College. The College shall not be obliged to permit your child to enter Year 12 and/or Year 13 unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The College may make a decision as to whether your child may join the either Year 12 and/or Year 13 after the results of GCSE or other relevant examinations (internal or external)



are known, and may make entry to Year 12 and/or Year 13 conditional upon the results of such examinations. **However, except where the College agrees otherwise in writing and even where the College has imposed conditions on entry into the Year 12 or Year 13, if you wish to withdraw your child prior to entering the either Year 12 or Year 13 (as applicable), Clause 5.1 applies and you will either need to give us a term's written notice or pay us a term's fees in lieu of notice.**

- 8.3 *The scope of our duty to exercise reasonable skill and care for your child's education and welfare.* While your child remains a pupil of the College, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during College hours and at other times when your child is permitted to be on College premises or is participating in activities organised by the College. **We cannot accept any responsibility for the welfare of your child while off the College premises unless he or she is taking part in a College activity or otherwise under the direct supervision of a member of College staff.** The College shall adhere to and comply with the *National Minimum Standards for Boarding Colleges* (applicable from time to time) published under the Children Act 1989 (as amended or superseded).
- 8.4 *Consent to participation in trips and visits, in contact sports and other sports activities.* Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.
- 8.5 *What happens if your child needs urgent medical attention.* If your child requires urgent medical attention while under the College's care, we will:
- 8.5.1 take action (for example, by contacting the emergency services);
  - 8.5.2 try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';
  - 8.5.3 share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and
  - 8.5.4 where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.
- 8.6 *Our right to make changes at the College.* Our website and prospectus describe the broad principles on which the College is presently run. However, from time to time it may be necessary to make changes to any aspects of the College, including to the curriculum or to the manner of providing education for your child.
- 8.7 *We will give you notice of significant changes.* Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. For example, if a change is to take effect at the start of the autumn term, we would notify you before the end of the preceding spring term. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the College before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the College under Clause 3.1 or Clause 5.1 above.
- 8.8 *Your child's progress and needs at the College.* We will monitor your child's progress at the College and produce regular written reports. **We will advise you if we have any serious concern about your child's progress but we do not undertake to diagnose dyslexia, ADHD, or other conditions.** A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the College to understand the nature and extent of your child's needs and what support it may be appropriate for the College to consider. Such assessments can be arranged either by you or by the College, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of

such assessments is to help enable the College to understand what support may be appropriate for the College to consider, the College will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the College in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments.

8.9 Religious observance and relationships and sex education (RSE) and health education. Religious observance, relationships and sex education (RSE) and health education at the College will be conducted in accordance with the College's policies.

8.10 Boarding school provision. Unless otherwise stated in the College Rules, the College's boarding provision is open: (i) during term time; (ii) for two (2) days prior to the start of each term; and (iii) for one (1) day after the end of each term.

## 9. The Parents' Obligations

9.1 We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Principal and College staff, need your co-operation.

9.2 Examples of the co-operation and assistance we require. You must co-operate with the College and College staff in good faith, including by:

9.2.1 maintaining a constructive relationship with College staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the College are reasonable and appropriate;

9.2.2 encouraging your child in his or her studies, giving appropriate support at home, and ensuring your child attends College;

9.2.3 keeping the College up-to-date and informed about matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges, any changes to their immigration status, and information relating to your child's health or special educational needs or medical conditions);

9.2.4 ensuring that all details or other information notified or otherwise disclosed to the College about you and/or your child are accurate, truthful and not misleading and that relevant details and information (which may include information relating to your child's health or special educational needs or medical conditions), or changes to any of them, are not withheld and are shared in a timely and transparent manner;

9.2.5 engaging with the College in a cooperative and transparent manner and providing assistance to the College so that your child can participate in, and benefit from, the College's provision of education; and

9.2.6 attending meetings and keeping in touch with the College where your child's interests so require.

9.3 You must notify us of your child's health/medical conditions or special educational needs. It is a condition of your child's joining and remaining at the College that you complete and submit to the College a medical questionnaire in respect of your child and attend a medical examination at the College. You must inform the College of any health or medical condition, special educational need(s), disability or allergies that your child has at the time of joining the College or which subsequently changes or develops after joining the College, whether underlying, long-term, or short-term, including any infections. You must also provide us,

whether upon further request by the College or otherwise, any reports (whether in existence or to be commissioned), other materials or information relevant to any of the same and cooperate with the College in relation to the same. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14.1.2 below.**

- 9.4 Circumstances where we may require you to keep your child away from College. If the College so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep your child at home and not permit him/her to return to the College until such time as the health risk has passed. Where it is considered appropriate, we may provide education to your child remotely during such period on an interim basis and to the extent this is reasonable or proportionate (including, for example, by sending you/your child work assignments electronically or by post). For the avoidance of doubt, the College is not a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate.
- 9.5 You must notify us of any special arrangements needed for your child. You must inform the College of any situations where special arrangements may be needed for your child, including for their education or welfare, and provide on reasonable request from the College such further information as may be reasonably required by the College to understand the basis for and scope of such arrangements.
- 9.6 You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child. You must inform the College if, at any time prior to or during your child's time at the College, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the College (including its premises) and/or the College's provision of education to your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the College with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.
- 9.7 We require you to nominate a 'responsible adult' for us to contact in your absence. Where we notify you that this is a requirement (for example for parents who live overseas), it is a condition of your child's Child Student / Student visa and a condition of joining and remaining at the College that you complete and submit to the College a parental absence form for your child. This form will nominate a 'responsible adult' (or 'educational guardian'<sup>3</sup>) for your child who, amongst other things, can be contacted if the College is not able to contact you and who can look after your child in your absence. If your child's visa is sponsored by the College as a *Child Student* this is a requirement of their visa.
- 9.8 We are entitled to expect that parents have consulted with each other regarding decisions relating to their child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that the College is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, except under Clause 9.9 below or otherwise according to the circumstances, you (and each of you) accept that the College is entitled to treat:
- 9.8.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- 9.8.2 any communication from the College to one of you as having been given to both of you.

**PLEASE READ THIS NEXT SECTION CAREFULLY – it sets out who needs to sign a notice of withdrawal of your child.**

<sup>3</sup> Please note that where care arrangements involve a child staying with a close relative or private foster carer in the UK for 28 days or more (whether consecutive or not), this person must be either British, Irish, or Settled in the UK (i.e. hold ILR or Settled Status).

- 9.9 **We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract (ie, under any of [Clauses 3.1](#), [4.6](#), [4.14](#), [5.1](#) or [5.2](#)) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the College shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).**
- 9.10 You must notify us of your child's absence from College. The College must be informed as soon as possible in writing of any reason for your child's absence from College. You can do this by reporting the absence in accordance with the requirements and contact details set out in the College's *Attendance Policy*. Wherever possible the College's prior consent should be sought for absence from the College.
- 9.11 Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the College you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of time longer than that stated in the College's *Absence Policy* (or three (3) consecutive College days, whichever is the shorter) then you must inform the College immediately in writing and provide the details required by the College as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- 9.12 Raising concerns with the College and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the College without undue delay. Complaints should be made in accordance with the Complaints Procedure.

## 10. **Insurance**

Your responsibility to make your own insurance arrangements. Your child will be included in the College's personal accident, property and pupil absence insurance schemes if you pay the relevant supplemental charge that will be invoiced to you. If you do not pay these supplemental charges then you must make your own insurance arrangements if you require cover for your child or their property while at College or for the payment of fees due to absence of your child or closure of the College premises.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – *Although there will be circumstances when it is appropriate to seek parental consent, children's data protection and privacy rights are their own. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain choices relating to their personal data themselves. Parents' views remain important, but sometimes the law will require us to give more weight to the decision the child makes about his or her own privacy.*

*For most purposes, it will not in fact be necessary or practical for us to obtain consent from you (or your child) for the use we make of your (or your child's) personal data. The law recognises this but also requires that, as far as possible, we set out clearly what these uses will be. Please also see our 'Privacy Notice' which is available on the College's website.*

## 11. **How we may use Personal Information: References, Confidentiality and Data Protection**

- 11.1 References for your child. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- 11.2 We will need to use information relating to your child, and to you, for certain purposes connected with the running of the College. This will include name, contact details, College records, photographs and audio-

visual recordings (including recordings of lessons), both whilst your child is at the College and after he or she has left, for the purposes of:

- 11.2.1 managing relationships between the College and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees; and
- 11.2.2 promoting the College to prospective pupils/parents, publicising the College's activities, and communicating with the College community and the body of former pupils.

In respect of sub-clause 11.2.2, this includes use of such information by the College in/on the College's prospectus (in whatever format or medium it is produced/made available), the College's website(s) and (where appropriate) the College's social media channels.

11.3 *You are required to update us of changes to information held, or in circumstances relating to, you and/or your child.* You must:

- 11.3.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the College; and
- 11.3.2 inform the College of any change to your or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about you or your child that has previously been notified to the College, including relevant contact details.

11.4 *We will send information (eg, College reports) about your child to both of you as a matter of course.* Any person who has parental responsibility for your child is entitled to receive certain core information from the College about your child's progress and attainment. The College will therefore disclose such information as a matter of routine to each such person unless the College is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).

11.5 *Data Protection Law.* The College will process personal data about you and your child in accordance with data protection law, including the UK General Data Protection Regulation and the Data Protection Act 2018 (each as amended or superseded) and other related legislation. We will process such personal data:

- 11.5.1 as set out in this Clause 11, and in the College's '*Privacy Notice*' which is available on the College's website as may be amended from time to time;
- 11.5.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- 11.5.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the College's purposes.

11.6 *As a 'Child Student and Student Sponsor' we need to monitor, obtain, retain and, where applicable, provide certain information to the Home Office.* In order to comply with our responsibilities as a licensed *Student Sponsor* for immigration purposes, we need to ensure that all of our pupils have the right to study in the UK and will require documentation in this regard ahead of your child commencing studies at the College. In addition, we may need to provide information relating to your child's right to enter, reside and/or study in the United Kingdom, or your child's attendance record at the College, to the Home Office (and to do so whether your child is a sponsored child or not). Such information may include information about your child's immigration status, attendance records, and any changes in your or your child's circumstances (including where your child is excluded, required to be removed, or this contract is terminated). Occasionally, information regarding your immigration status in the UK may also be required.

## 12. Intellectual Property Rights

*Recognising these rights.* We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

## 13. Changes in Ownership, etc

*The circumstances in which we may transfer this contract to someone else.* We may transfer our rights and obligations under this contract to another person or organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – it sets out the rights we have, and that you have, to terminate this contract early (that is, before the normal leaving date for the end of your child's schooling).

## 14. Ending this Contract

14.1 *Our rights to end the contract.* In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 7, the College may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees to you, if:

14.1.1 you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;

14.1.2 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the College to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that your child is legally entitled to enter and study in the United Kingdom when in fact your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);

14.1.3 you fail or refuse to provide us at any time with information we require under Clause 4.16; or we are not satisfied with the information you have provided (if any). Instead of ending this contract, we may otherwise refuse to allow your child to attend College until the relevant satisfactory information has been provided;

14.1.4 your child no longer holds an immigration status which confers a right to study in the UK;

14.1.5 you (or either of you):

(a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;

(b) repeatedly or persistently fail to pay the fees when they fall due for payment;

(c) are otherwise unable to pay your debts as they fall due;

(d) are the subject of a bankruptcy petition or order; or

(e) you enter into an individual voluntary arrangement; or

14.1.6 you otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Principal's reasonable discretion, the College is not able to provide, or is compromised



in providing, the educational services it needs to in satisfaction of its obligations under this contract.

14.2 *Your rights to end the contract.* You may end this contract at any time by notice in writing to the College if:

14.2.1 you have a legal right to end the contract because of something we have done wrong; or

14.2.2 the College becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

14.3 *When this contract will end if not terminated early.* For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling. This may be at the end of the Year 11 or Year 12 if your child does not meet any requirements imposed by the College under Clause 8.2 for entry to, as applicable, Year 12 or Year 13.

14.4 *Ending the contract will not affect any accrued rights.* Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the College will keep any rights each has under, or as a matter of, general law.

## 15. Events outside of our, or your, control

## 16. Communications between you and the College

16.1 *Notices must be in writing.* When this contract requires you or the College to give notice of something to the other then, unless we agree otherwise, this should be done in writing.

16.2 *We will use the contact details held by the College to contact you.* Communications (including notices) will be sent by the College to you at the address(es) shown in our records or using your other contact details included in our records. **You must notify the College of any change of address(es) or other contact details.**

16.3 *How to provide written notice to the College.* Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Principal and either:

16.3.1 sent by email to the College using this email address: tess@stclairford@oicbrighton.com; or

16.3.2 delivered by hand or post to the College.

**In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3.1, 4.6, 4.14, 5.1, 5.2 or 5.5 of these terms and conditions (which are the provisions dealing with withdrawing your child from the College or otherwise changing their place) you telephone the College to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and two (2) working days (during a holiday period) after sending the notice.**

## 17. The Law that applies to this contract and where legal proceedings may be brought

17.1 *The law that applies to this contract.* The contract between you and the College is governed by English Law and either you or the College must bring legal proceedings in respect of this contract in the English courts.

17.2 *Rights in relation to the enforcement of this contract.* If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion)

or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

**18. Changes to these Terms and Conditions**

*Reserving the right to change these terms and conditions.* We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the College. The College will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect. For example, if the updated terms and conditions are to take effect at the start of the autumn term, we will notify you before the end of the preceding spring term.