



Abbey Gate College

Parent Contract Terms and Conditions

This booklet to be retained for your records

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 carefully before you accept our offer of a place at the College for your child. These terms tell you how and on what basis the College will provide educational services.

In these terms you will see some parts written in bold, or that are otherwise highlighted to make them stand out. This is in an effort 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 anything in these terms is unclear or you would like to have further explained to you, then please contact:-

Mrs H. Barnes - Bursar
(01244) 332077

Deeside House Educational Trust Limited
Saighton Grange
Chapel Lane
Saighton
Chester
CH3 6EN

Registered Charity No 273586
Company Registration
No 01269507

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1 DEFINITIONS

a) *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. Please take note of them.

Bursar means the person appointed by the Governors of the College to be responsible for the College's finances.

Complaints Policy means the College's policy for the review of the treatment of matters about which the parents are dissatisfied, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the College. It does not form part of the contract between you and the College.

College Rules means the rules of the College, a copy of the current version of which is sent to Parents with the letter offering a place at the College and is provided to each Pupil on entry, as those rules 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. Parents will be given notice of such amendments.

Deposit means the sum paid in advance to the College when an offer of a place is taken up. The Deposit amount is listed on the Schedule of Fees and may be subject to change from time to time.

Fees means the money payable for the educational services provided by the College as set out in the Schedule of Fees.

Governors means the governors of the College who are appointed from time to time under the terms of its governing instrument and who are responsible for the governance of the College.

Governors' Panel Hearing means the panel convened by the Chairman of Governors in the event that Parents wish to refer a complaint to the Governors if a satisfactory resolution has not been reached with the Head.

Head means the person appointed by the Governors of the College to be responsible for the day-to-day management of the College, including anyone to whom such duties have been duly delegated.

Parental Responsibility those who have Parental Responsibility (i.e. legal responsibility for the Pupil) who are party to this contract 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 best interests and welfare of the child.

Parent Contract Acceptance Form means the form provided by the College for Parents to complete when accepting a place for the Pupil at the College.

Privacy Policy means the College's Privacy Policy, as amended from time to time, the current version of which is always available on the College's website.

Pupil means a child of whatever age admitted by the College to be educated and includes Pupils aged 18 or over and named on the Parent Contract Acceptance Form.

Schedule of Fees means the published note of the College's prevailing Fees and supplementary charges notified to you from time to time and a copy of which remains available on the College's website.

Term means a term of the College as notified to Parents from time to time but shall be the period between and including the first and last days of the relevant school Term.

Full Term's Notice or **term's notice** means *written (which shall not include email for the purpose of such notice)* notice given before the first day of the term preceding the term to which the notice relates. It is not permissible to split the notice period over multiple terms. Notice must be given by:-

- a) both parents
- b) one parent with the prior consent of the other parent

addressed to and received by the Head personally or the Bursar on the Head's behalf. It is expected that Parents will consult with the Head prior to any notice being given to withdraw a Pupil.

Terms and Conditions means these terms and conditions as amended from time to time.

“We” or “the College” means the legal entity carrying on as Abbey Gate College as identified in Clause 1(b) below (as now or in the future including any successor), or its duly authorised representative, as the context requires.

“You” or “the Parents” means each person who has signed the Parent Contract Acceptance Form as holder of parental responsibility for a Pupil or has subsequently assumed parental responsibility for such Pupil.

b) *Who we are.* We are Deeside House Educational Trust Limited, a company registered in England and Wales. Our company registration number is 01269507 and our registered office is at Saighton Grange, Chapel Lane, Saighton, Chester, CH3 6EN. We are a charitable company limited by guarantee.

c) *Our contract with you* The Parent Contract Acceptance Form, the Schedule of Fees, the College Rules, and these terms and conditions (as in each case may be varied from time to time) constitute the terms of a legally binding contract between you and Deeside House Educational Trust Ltd for the provision of educational services. It is not intended that the terms of the contract shall be enforceable by the Pupil or by any other third party.

2 OFFER AND DEPOSIT

ADMISSIONS

2.1 *How to apply for a place.* Candidates will be considered for admission to the College once a completed Registration Form has been received and the non-refundable registration fee paid. Admission will then be subject to the availability of a place and the pupil and parents satisfying the admissions requirements as laid out in the Admissions Policy, a copy of which is available in hard copy upon request and on the College website.

ACCEPTANCE OF PLACE AND DEPOSIT

2.2 *How you accept our offer of a place.* An offer of a place for the Pupil at the College is accepted by your completing the Parent Contract Acceptance Form and paying the Deposit. The Deposit will be retained in the general funds of the College until the Pupil leaves and will be refunded without interest when the Pupil has left the College and all outstanding monies have been settled. **The Deposit is not refundable if the Pupil does not take up a place at the College.**

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 schooling for their children as it means we are less likely to fill the place. This is why we require the period of notice referred to here for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

NOT TAKING UP A PLACE

2.3 (a) *The period of notice we require.* **If you wish to withdraw your acceptance of a place AFTER submitting the Acceptance Form and paying the Deposit but BEFORE your child starts at the College you must give us written notice before the first day of the term immediately preceding the term in which your child was due to start. 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 a place on or before the first day of the preceding summer term (i.e. the final term of the previous academic year).**

(b) *If we receive that period of notice.* **If you provide that period of notice, you will lose the Deposit but no further Fees will be payable.**

(c) *If we do not receive that period of notice.* If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's Fees shall be payable by you and shall become due and owing to the College as a debt. The term's Fees shall be charged at the rate applicable for the term when your child was due to start. The College shall credit the Deposit you have paid (without interest) to the payment of the term's Fees you will owe us (and you hereby acknowledge and agree that the College shall be entitled to retain the Deposit on account of payment of the term's Fees). Where applicable, such Fees shall be reduced to take account of any scholarship or bursary awarded to you.

3 FEES

USE OF FEES

3.1 *What the Fees include.* All the costs incurred in the usual course of the education by the College of the Pupil, including the provision of any necessary educational materials, shall be met by the Fees unless otherwise notified to you by the College at any time (either in the Schedule of Fees or otherwise).

SUPPLEMENTAL CHARGES

3.2 *What the Fees do not include: supplemental charges.* Any extra-curricular activities such as private music lessons, trips and visits in which you agree the Pupil may participate shall be deemed to be supplemental to items met by the Fees and charged for accordingly. In particular, the cost of daily lunch, all public examination charges and any additional charges incurred by the College in providing for the special educational needs of the Pupil shall be charged as supplemental to the Fees.

PLEASE READ THIS NEXT SECTION CAREFULLY - it deals with your responsibility to pay the Fees and supplemental charges.

PAYMENT OF FEES AND SUPPLEMENTAL CHARGES

3.3 (i) *How the Fees are charged and payment requirements.* **Each term's Fees are charged separately and the Fees payable in respect of each term fall due for payment by you on the first day of that term.** Each term's Fees will be included in an invoice sent to you. The Fees must be paid in full by direct bank transfer or by cheque on or before the first day of the term to which the invoice relates. **We may not allow your child to attend the College if you do not pay on time.**

(ii) *Payment of Supplemental charges.* Private music and drama lessons are invoiced directly by the peripatetic music or drama teacher and fall outside of your contract with the College. Other supplemental charges, namely lunches, public examinations, some extra-curricular trips, some text books and bus passes are managed directly by the College and as such will be added to your termly fee invoice, shown as separate items. **The supplemental charges that appear on your termly fee invoice must be paid in full either by bank transfer or cheque on or before the first day of the term to which the charges relate.**

Supplemental charges for other non-compulsory extra-curricular activities such as visits, trips and other sundries will be advised separately from time to time, and must be paid by the due dates advised at that time if you have consented for your child to take part in that activity.

RESPONSIBILITY FOR PAYMENT

3.4 (i) *Who is responsible for ensuring payment.* **Each parent, or other holder of parental responsibility who has signed the Parent Contract Acceptance Form is jointly and severally liable for all Fees 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 of you remains liable to the College for all of the Fees and supplemental charges due **UNLESS AND UNTIL** the College has expressly agreed in writing with each of you to look exclusively to any other person for payment of the Fees and/or any supplemental charges. *Each person who signs the Parent Contract Acceptance Form has an individual responsibility to ensure that, between them, the Fees and supplemental charges owing to the College are paid. In practice what this means*

is that if Fees or supplemental charges have not been paid to the College then, in order to recover the outstanding payments, the College can seek payment of the full amount outstanding from either person.

(ii) *How can one person remove him/herself from their payment responsibility.* A person who has signed the Parent Contract Acceptance Form may withdraw from this contract with the College by submitting a term's notice AND PROVIDED THAT they have obtained the prior written consent of both the College and the other person who has signed the Parent Contract Acceptance Form.

SCHOLARSHIPS AND BURSARIES

3.5 *How bursary and scholarship awards are treated.* If your child has been awarded a scholarship or bursary, your responsibility will be to pay for the amount of Fees due after taking account of that award. **An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the Fees due in respect of a term which has already commenced.** Where an award may be withdrawn from your child, you shall be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the College, no Fees in lieu of notice in accordance with paragraph 4.1 will be payable by you.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out what rights we have, and what action the College might take, if Fees and/or supplemental charges are not paid in accordance with these terms and conditions.

NON-PAYMENT

3.6 (i) *Non-payment of Fees - refusal to attend College.* **We reserve the right to refuse to allow the Pupil to attend the College on three days written notice or to withhold any references while Fees remain unpaid or there is a persistent failure by you to pay the Fees on time.** Exclusion in these circumstances is not a disciplinary matter and the right to a Governor's Review will not normally arise.

(ii) *Non-payment of Supplemental Charges - refusal to allow participation in the relevant activity.* **We reserve the right to refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.**

LATE PAYMENT

3.7 (i) *We can charge interest if you pay late.* If you do not make any payment to the College by the due date for payment we may charge interest to you on the overdue amount at the rate of 2 per cent per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the College of the default on Fees that are unpaid. **You must pay the College the interest together with the overdue amount.**

(ii) *We can recover our costs for recovering late or non-payments.* Unless we expressly agree otherwise in writing with you, 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, and in any event being such costs that would be allowable by the courts if judgment was made in the College's favour).

PART PAYMENT

3.8 *Paying less than the required amount.* Any sum tendered that is less than the sum due and owing may be accepted by the College on account only. Late payment charges may be applied to any unpaid balance of Fees as set out in clause 3.7.

APPROPRIATION

3.9 *How we allocate payment of Fees.* Save where the Parents expressly state to the contrary, the College shall allocate payments made to the earliest balance on the Fees account. The Parents agree

that a payment made in respect of one child may also be appropriated by the College to the unpaid account of any other child of the Parents.

INSTALMENT ARRANGEMENTS

3.10 *Paying Fees by instalments.* In exceptional circumstances, the College may agree to accept payment of current and/or past and/or future Fees by instalments. Any such arrangement will be subject to separate agreement(s) between the Parents and the College. Where there are inconsistencies between these Terms and Conditions and those of any instalment agreement or invoice issued by the College to the Parents (as applicable), the terms and conditions of the instalment agreements or the invoice shall take precedence.

ADVANCED FEE AGREEMENT (BOND)

3.11 *How Fees are discharged under our 'Advanced Fee Agreement' 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 Advanced Fee Agreement Terms and Conditions (such that you have made a capital payment in respect of all of the Fees due under this contract) the College will administer such capital sum to meet the Fees in accordance with the Advanced Fee Agreement Terms and Conditions PROVIDED THAT you meet the difference between the amount per term applied by the College under the Advanced Fee Agreement Terms and Conditions and the total Fees and supplemental charges due in respect of your child each term under this contract. For the avoidance of doubt, the College shall provide a termly statement of account in respect of the Fees and supplemental charges and the difference shall be payable in accordance with the terms of this contract.

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

FEE INCREASES

3.12 *Our ability to increase the Fees.* The Fees will be reviewed from time to time and may be increased by such amount as the Governors considers reasonable. We shall endeavour to give at least a Term's Notice of any increase in the Fees due for a particular term and in any event shall give notice of any such increase not later than the final day of the preceding term. If we give you notice of an increase in Fees which exceeds 7.5%, you will be entitled to withdraw the Pupil from the start of the following term without giving a term's notice or paying Fees in lieu of notice in accordance with paragraph 4.1, provided that you give notice of the withdrawal within 21 days from the date when notice of the increase in Fees is given.

The Deposit will be refunded without interest less any sums owing to the College.

REFUNDS OR WAIVERS

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

See also section 9 for information about events beyond the control of the parties.

INFORMATION ABOUT FEES

3.14 *Disclosing information about Fees to other educational establishments.* The College may make enquires of your child's previous schools for confirmation that all sums due and owing to such schools have been paid. The College may also inform any other educational establishment to which the Pupil is to be transferring if any of the Colleges' Fees or supplemental charges are unpaid.

ANTI-MONEY LAUNDERING

3.15 *Checking the identity of the Fee payer.* From time to time the College may need to obtain satisfactory evidence such as sight of a passport of the identity of a person who is paying Fees and the source of the funds used to pay the Fees. Each person signing this Parent Contract undertakes to the College to promptly provide such evidence as may be requested.

4 NOTICE

PLEASE READ THIS NEXT SECTION CAREFULLY- it sets out what period of notice we require from you if you wish to (i) withdraw your child from the College or (ii) remove them 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 to cover the College's losses. In such circumstances we require you to pay us a sum equivalent to the Fees and/or supplemental charges you would have paid had the required period of notice been given - we refer to the relevant sum as "**Fees in lieu of notice**".

WITHDRAWAL

4.1 *Notice to withdraw your child from the College.* This agreement is for the full duration of the Pupil's education up to and including Upper Sixth. If you wish to withdraw the Pupil from the College (other than at the normal leaving date), you shall either give a Full Term's Notice to that effect or pay to the College a Term's Fees in lieu of notice, at such rate as would have been charged for the final term that the Pupil attended the College if the Full Term's Notice had been given. In cases where a Full Term's Notice is not given, the appropriate sum in lieu of notice will become due and owing to the College as a debt on the first day of the Term which would have been the final term of provision if a Full Term's Notice had been given.

For example, if you wish to withdraw a pupil at the end of the summer term, notice in writing to that effect must be given before the first day of that summer term. If notice is given *after* that date then full Fees will also be payable for the autumn term of the following academic year at the prevailing termly Fees rate for that term.

It is not permissible to split the notice period over multiple terms.

DISCONTINUING SUPPLEMENTAL ACTIVITIES

4.2 *Notice to withdraw your child from participating in an activity covered by a supplemental charge.* If you wish to withdraw the Pupil from an activity charged for as supplemental, you shall either give the required notice to that effect as laid out in Schedule 2 or shall pay to the College the charges that would have been due during that notice period if the pupil had participated in that supplemental activity.

REDUCTION OR REFUND OF FEES

4.3 *Withdrawal part-way through a term does not reduce the amount you owe to the College.* The College's affairs are organised on a termly basis and it is not possible for you to reduce the amount of Fees due or to obtain a refund of Fees by withdrawing the Pupil or by the Pupil's ceasing to participate in an activity part-way through a Term.

5 EDUCATIONAL MATTERS

ORGANISATION OF THE CURRICULUM

5.1 (i) *Our right to make changes at the College.* Although our Prospectus describes the broad principles on which the College is presently run and is believed to be correct at the time of printing it does not form part of the contract between you and the College. We reserve the right to make changes to any aspects of the College, including the curriculum, and where appropriate may consult with Parents on such changes.

(ii) *We will give you notice of significant changes.* We will give you notice of any 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. 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 Full Term's Notice of withdrawal to the College under Clause 4.1.

PROGRESS REPORTS

5.2 *Monitoring your child's progress at the College.* We shall monitor your child's progress at the College and produce regular written reports. **We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other conditions.**

LEARNING DIFFICULTIES

5.3 *Additional support we can provide.* Our Learning Enrichment Department may advise or support the Pupil if they have a Specific Learning Difficulty (SpLD). A formal assessment can be arranged either by you or by the College at your expense. The College is a selective school and if the Pupil's learning needs cannot be supported within our mainstream provision and curriculum framework you may be asked to withdraw the Pupil (without being charged Fees in lieu of notice). In this situation the College would advise Parents upon alternative education provision and support a suitable transfer.

MOVING UP THE SCHOOL

5.4 *The period of your child's schooling.* Subject to these terms and conditions, the College undertakes to accept the Pupil as a pupil of the College from the time of joining the College until the end of his/ her schooling. However, the College shall not be obliged to permit the Pupil to enter the Sixth Form 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 the Pupil may join the Sixth Form after the results of GCSE or equivalent examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations. (Fees in lieu would not be payable in this situation).

SEX AND RELATIONSHIPS EDUCATION

5.5 *The Pupil will receive health and life skills education appropriate to his / her age.* This will be in accordance with the curriculum as amended from time to time, unless the Parents have given formal notice in writing that they do not wish the Pupil to take part in this aspect of the curriculum.

PUBLIC EXAMINATIONS

5.6 *The Head's right to make decisions concerning entrance for Public Examinations.* The Head may, after consultation with the Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of his/her professional judgement, the Head considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, if the Pupil has not worked or revised in accordance with advice or instruction from his/her tutors.

INTELLECTUAL PROPERTY RIGHTS

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

The Parents' consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to the College retaining the Pupil's original work until, in the professional judgement of the Head, it is appropriate to release the work to the Pupil. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Head or staff.

PARENTAL RESPONSIBILITY

5.8 *We require your co-operation.* In order to fulfil our obligations and maintain a constructive and good relationship with you, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging the Pupil in his or her studies, and giving appropriate support at home; keeping the College informed of matters which affect the Pupil (including circumstances which arise at any time that affect or may affect your ability to pay the Fees and supplemental charges); maintaining a courteous and constructive relationship with College staff and attending meetings and otherwise keeping in touch with the College where the Pupil's interests so require.

ABSENCE

5.9 *Absence during term time.* The College holiday allowance is very generous and we do not condone school absences for holidays during term, unless for very exceptional circumstances. Requests for absence should be made in writing to the Head well in advance of the dates to which the planned absence relates.

CONCERNS

5.10 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 delay. Complaints should be made in accordance with the Complaints Policy, a copy of which is available from the College at any time upon request.

6 PASTORAL CARE

THE COLLEGE'S COMMITMENT

6.1 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 school 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 school activity or otherwise under the supervision of a member of College staff.**

RELIGIOUS OBSERVANCE

6.2 Religious observance at the College shall be conducted in accordance with the College Rules. The College is tolerant of all faiths and religious denominations.

DISCLOSURES

6.3 Information that we require you to disclose. The Parents must disclose to the College:

- 6.3.1 Any medical condition, health problem or allergy affecting the Pupil or subsequently affecting the Pupil;
- 6.3.2 Any history or a learning difficulty on the part of the Pupil;
- 6.3.3 Any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Pupil or subsequently developed by the Pupil;
- 6.3.4 Any family circumstances, court orders or undertakings given to a court which might affect the Pupil's education, welfare or happiness;
- 6.3.5 Any concerns about the Pupil's safety;
- 6.3.6 Any change in the financial circumstances of the Parents in receipt of a Bursary from the College.

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

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

REFERENCES

6.5 Information supplied to other educational establishments. We reserve the right to supply information and a reference in respect of the Pupil to any educational institution which you propose the Pupil may attend. This includes further education establishments and potential career prospects. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to the Pupil is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you are or the Pupil is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.

SPECIAL PRECAUTIONS

6.6 *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. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of Fees and/or supplemental charges.

LEAVING COLLEGE PREMISES

6.7 The College will do all that is reasonable to ensure that the Pupil remains in the care of the College during College hours but cannot accept responsibility for the Pupil if he/she leaves College premises in breach of College rules or regulations. The College is not legally entitled to prevent a pupil aged 16 years or over from leaving College premises during College hours.

ABSENCE OF PARENTS

6.8 *We require you to notify us of a "responsible adult" whom we can contact in your absence.* When both Parents will be absent during term time from the Pupil's home overnight or for a 24 hour period or longer, you must tell us in writing the name, address and telephone number to enable contact with the adult who will have the care of the Pupil.

EDUCATION GUARDIANS

6.9 *Parents must nominate an education guardian if residing outside of the United Kingdom.* The Parents, if resident outside the United Kingdom, must before admission of the Pupil appoint an education guardian for the Pupil in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the College can apply for authorities when necessary. The College can accept no responsibility for the Pupil when he/she is in the care of the Parents or the education guardian. The responsibility for choosing an appropriate education guardian rests solely with the Parents. The Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian. The Parents shall immediately on appointment provide the College with up to date contact details for the appointed education guardian and shall immediately notify the College of any changes to those details.

PUPIL'S PERSONAL PROPERTY

6.10 *The Pupil must take responsibility for his/her possessions.* The safe use and security of all personal property belonging to the pupil remains his/her responsibility at all times. This includes money, mobile phones, locker keys, watches, computers, musical instruments and sports equipment, and property which may be lent to them by the College.

INSURANCE

6.11 *You must make your own insurance arrangements* if you require cover for the Pupil's person or property whilst at the College, or for payment of Fees due to absence of your child. Details of an opt-out scheme are available from the Finance Department, but uptake of this or any other such scheme is entirely the decision of the Parents. The College will not make recommendations or give advice as to the suitability of any insurance products.

7 DISCIPLINE AND BEHAVIOUR

COLLEGE RULES

7.1 *Your child must comply with the College rules.* It is a condition of remaining at the College that the Pupil complies with the College Rules as amended from time to time. In particular you undertake to ensure that the Pupil attends College punctually and that the Pupil conforms to such rules of appearance, dress and behaviour as shall be issued by the College from time to time.

COLLEGE REGIME

7.2 *How the College is run.* The Parents accept that the College will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise discretion in

relation to the College's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of the Pupil is at issue.

COLLEGE DISCIPLINE

7.3 How we manage disciplinary actions. The Parents accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the College community as a whole.

INVESTIGATIVE ACTION

7.4 How we investigate a complaint or rumour of misconduct. The Pupil may be questioned and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by the Parents, education guardian or a teacher of the Pupil's choice.

PROCEDURAL FAIRNESS

7.5 We will conduct all our investigations in a fair and unbiased manner. Investigation of a complaint that could lead to permanent exclusion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head before a decision is taken in such a case. In the absence of the Parents or education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice.

DRUGS, SUBSTANCES AND ALCOHOL

7.6 The College adopts a zero tolerance policy towards the use of drugs, substances and alcohol, in accordance with the Drugs and Substances Abuse Policy. A copy of the policy is available in hard copy from the College upon request.

MONITORING

7.7 Monitoring your child's email communications, internet use, and use of social media. **The College may, subject to applicable data protection legislation, monitor your child's email communication, internet 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 for the College to do so (or indeed necessary) in connection with the College's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

REPUTATION OF THE COLLEGE

7.8 It is the responsibility of both Parents and Pupils to maintain the reputation of the College. It is assumed that Parents will wish to support the College and to enhance its reputation whenever possible. If the behaviour of either you or the Pupil is viewed by the Head or Board of Governors to be unreasonable and affects or is likely to affect adversely the Pupil's, other Pupil's progress at the College, the wellbeing of College staff or to bring the College into disrepute, he/she may require you to remove, temporarily exclude or may permanently exclude the Pupil at his/her discretion.

REMOVAL OF A PUPIL FROM THE COLLEGE

7.9 (i) Decision to request removal of a pupil from the College. The Head may at his/her discretion require you to remove or may temporarily exclude or permanently exclude the Pupil from the College if he/she considers that the Pupil's attendance, progress or behaviour (including behaviour outside College) is seriously unsatisfactory and in the reasonable opinion of the Head the removal is in the College's best interests or those of the Pupil or other Pupils.

(ii) **Where you can find examples of offences punishable by exclusion.** The College rules, code of conduct and related policies set out examples of offences likely to be punishable by exclusion. These examples are not exhaustive and the Head may decide that 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

(iii) **The Head's discretion to require you to remove your child from the College.** The Head may in his or her discretion require you to remove your child from the College if the Head considers that

your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the College, or the wellbeing of College staff; and/or brings (or is likely to bring) the College into disrepute; and/or is not in accordance with your obligations under this contract or because we have a legal right to end the contract because of something you have done wrong.

FEES ON REMOVAL

7.10 What happens if your child is temporarily excluded, permanently excluded or removed from the College. Should the Head exercise his or her right under Clause 7.9 above you will not be entitled to any refund or remission of Fees or supplemental charges due (whether paid or payable). The College will retain the Deposit. If your child is permanently excluded or removed from the College Fees in lieu of notice will **not** be payable and any prepaid Fees and/or supplemental charges for future terms (following the term in which the exclusion or removal occurs) will be refunded.

COMPLAINTS POLICY

7.11 Your right to have matters about which you are dissatisfied reviewed. The review of matters about which Parents are dissatisfied is governed by the Complaints Policy, a copy of which is available on request. This includes the right to a review of any decisions taken by the College and/or the Head under this Clause 7.

GOVERNORS' PANEL HEARING

7.12 What happens if a complaint cannot be resolved with the Head. Parents may request a review by Governors (Governors' Panel Hearing) in the event that a complaint made to the College cannot be satisfactorily resolved with the Head, or Parents wish to make an appeal against the Head's decision to permanently exclude or require the removal of the Pupil from the College (but not a decision to temporarily exclude the Pupil unless the exclusion period is for 11 College days or more, or would prevent the Pupil taking a public examination). The request must be made as soon as possible and in any event within five school working days of the Head's decision being notified to the Parents. The Chairman of the Governors will appoint the members of the Panel Hearing from members of the Board of Governors.

8 HEALTH AND MEDICAL MATTERS

MEDICAL DECLARATION

8.1 Medical information you need to disclose about your child. It is a condition of the Pupil's joining the College that you complete and submit to the College a medical questionnaire in respect of the Pupil. You undertake to inform the College of any health or medical condition, disability or allergy that the Pupil has or subsequently develops, whether long-term or short-term, including any infections.

EMERGENCY MEDICAL TREATMENT

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

MEDICAL INFORMATION

8.3 How we use medical information. Throughout the Pupil's time as a member of the College, the College Nurse shall have the right to disclose confidential information about the Pupil if it is considered to be in the Pupil's own interests or necessary for the protection of other members of the College community. Such information will be given and received on a confidential, need to know basis.

CONTACT SPORTS

8.4 Consent to participation in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

HEALTH RISKS

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

SPECIAL ARRANGEMENTS

8.6 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 in relation to your child, including in relation to their education or welfare.

9 EVENTS OUTSIDE OF OUR, OR YOUR, CONTROL

DEFINITION

9.1 What we mean by "an event outside of our/your control". We mean any event beyond the reasonable control of either the College or the Parents including by way of example and for the avoidance of doubt acts of God, fire, flood, storm, war, riot, civil unrest, compliance with any law or Governmental order (including local authorities), act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, loss of utility services. In the remainder of this clause we shall refer to these as an "event".

NOTIFICATION BY THE COLLEGE

9.2 What happens if we are affected by an event outside of our control. If the College is prevented from or delayed in carrying out its contractual obligations by an event that arises outside of our control, we shall immediately give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided we have acted reasonably and prudently to prevent and/or minimise the effect of the event, we will have no liability in respect of the non-performance of those obligations whilst the event continues. To the extent reasonably practicable in the circumstances, the College shall use its reasonable endeavours to provide educational services (including providing appropriate educational services remotely).

9.3 What happens if an event continues for more than ninety (90) days. If an event continues for a period greater than 90 days, we shall notify you of the steps to be taken to ensure performance of our contractual obligations.

9.4 What happens if an event continues for more than one hundred and twenty (120) days. If the College is prevented from performance of all of its obligations as a result of an event continuing for a total period greater than 120 days, the College shall notify you of the steps it plans to take to ensure performance of the contract after such a period, and you shall then, following receipt of such notice, be entitled to end this contract by providing at least three working days' notice in writing to the College. Fees in lieu of notice will not be payable in this case.

NOTIFICATION BY THE PARENTS

9.5 What happens if the Pupil is affected by an event outside of your control. Subject to Clause 3.13, if your child is physically unable to attend College due to reasons caused by an event you shall give the College notice in writing of such circumstances and the following provisions shall apply:

- i) in consultation and cooperation with the College you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

(ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the College then you shall not be responsible for failing to perform your obligations during the continuance of the event; and

(iii) if the event continues to prevent your child from attending the College or being able to participate and benefit from any level of provision of education by the College for more than six (6) months you shall discuss with the College a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the College and without giving a term's notice or paying a term's Fees in lieu of notice.

10 GENERAL

DATA PROTECTION

PLEASE READ THIS NEXT SECTION CAREFULLY - Although there will be circumstances when it is appropriate to seek a parental consent, data protection and privacy rights belong to the individual. 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 decisions relating to their personal data themselves and sometimes, but not always, the law may require that the decision of the child is more important than that of the parent.

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

10.1(a) *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, school records, photographs and video recordings, financial information and details of medical conditions, both whilst your child is at the College and after he or she has left, for the purposes of:

- (i) managing relationships between the College and current pupils/parents and fulfilling our obligations under the contract with you;
- (ii) promoting the College to prospective pupils/parents;
- (iii) publicising the College's activities;
- (iv) communicating with the school community and the body of former pupils (Old Saightonians).

In respect of (ii), (iii) and (iv), 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.

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

- (i) as set out in this Clause 10.1, and in the College's Privacy Policy which is available on the School's website as may be amended from time to time;
- (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- (iii) to perform our obligations under this contract, to promote the objects and interests of the College, facilitate the efficient operation of the College, to safeguard and promote the welfare of your child and where otherwise reasonably necessary for the College's purposes.

CHANGE

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

THIRD PARTY RIGHTS

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

INTERPRETATION

10.4 These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.

JURISDICTION

10.5 This contract was made at the College and is governed exclusively by English Law and the parties submit to the exclusive jurisdiction of the English Courts.

VARIATIONS

10.6 Our right to make variations from time to time. These terms and conditions, and the College's Policies are subject to change from time to time as may be required for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the College. The current version of the Parent Contract Terms and Conditions is available on the College's website.

COMMUNICATION

10.7 We are entitled to expect that parents have consulted with each other regarding decisions relating to the Pupil. The College will be entitled (unless notified otherwise) to treat any communication from any person who has signed the Parent Contract Acceptance Form as having been given on behalf of both such persons. Unless other arrangements are agreed between you and the College we shall be entitled to treat any communication from the College to any such person as having been made to both of them.

10.8(a) We will send information about your child to both of you as a matter of course. You agree that each of you with parental responsibility who has signed the Parent Contract Acceptance Form is entitled to receive certain information about your child from the College (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The College shall therefore disclose such information as a matter of routine to such persons UNLESS the College is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the GDPR or Data Protection Act 2018 (as amended or superseded)).

(b) 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 immediately of any change of address(es) or other contact details including emergency contact details.**

NOTICES

10.9 All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the College of any change of address of any person who has signed the Parent Contract Acceptance Form. Communications (including notices) will be sent by the College to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the College's address as shown below. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

All correspondence for the Chairman of Governors should be sent to the College's address:

Abbey Gate College,
Chapel Lane,
Saighton,
Chester
CH3 6EN

CHANGES IN OWNERSHIP

10.10 *The circumstances in which we may transfer this contract to someone else.* For the purposes of constitutional changes to the College (including changes to the legal entity that owns and runs the College) or amalgamation of the College with another we may transfer the undertaking of the College to another person or organisation. We will notify you to let you know if we plan to do this and we will ensure that the transfer will not affect your rights under this contract. We may transfer our rights and obligations under this contract in connection with any such transfer and/or amalgamation.

CONSUMER PROTECTION

10.11 Care has been taken to use plain language and give clear explanation in this contract. If any provisions or words infringe the Consumer Rights Act 2015 or any other relevant legislation in effect from time to time, any such provision or words shall be treated as severable and shall be replaced with such wording which sets out the original meaning and intention of the College without so infringing.