

St. Francis' College



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TERMS AND CONDITIONS

1. Definitions Not Covered Elsewhere

- a) **"Terms and Conditions"** means these terms and conditions as varied from time to time. We believe that these standard terms and conditions reflect the customs and practice of independent schools for many generations. The rules about change and about notice and fees in lieu of notice and the other rules set out below are provided in good faith. They promote the stability, planning, proper resourcing and development of the College. The *Fees Schedule* and the *College Rules*, as varied from time to time, are part of these Terms and Conditions. Nothing in these Terms and Conditions affects the statutory rights of parents.
- b) **"Acceptance Form"** means the form provided by the College for parents to complete when accepting a place for their daughter at the College.
- c) **The Parent(s)/you** are those who have parental responsibility for the pupil and those referred to at clause 5 d) of these terms and conditions individually and jointly. Parents are expected to give their support and encouragement to the aims of the College and to uphold and promote its good name; to continue the pupil's education at home; to keep the College informed of matters which affect your daughter; to maintain a courteous and constructive relationship with the College staff; to attend meetings and otherwise keep in touch with the College where your daughter's interests so require and to ensure that the pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress. The College will be entitled, unless notified otherwise in writing, to treat any communication from any person who has signed the Acceptance Form as having been given on behalf of all those having parental responsibility.
- d) **The Child/daughter/pupil(s)** means any child of whatever age admitted by the College to be educated and includes any pupil aged 18 or over. It is assumed that a pupil will, subject to conduct and academic ability, progress through the College and complete the Upper Sixth year.
- e) **College Rules** means the rules of the College, a copy of which is provided to each pupil on entry and may be viewed on the College website, 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.
- f) Use of the word **"including"** shall mean (and be construed) such that the examples that are given are not intended to be exhaustive or limiting examples of the matter in question.

2. The College

- a) **St. Francis' College** ("The College/we/us") comprises the Kindergarten, Preparatory Department and Senior School acting by the Governing Body as now or in the future constituted.
- b) **The Head** is the person appointed by the Governors to be responsible for the pupil and includes those to whom any of the duties of the Head or the College have been responsibly delegated.
- c) **Our Aim:** The aim and ethos of the College are described in the relevant Prep Department Parent Handbook and Senior School Pupil Planner.
- d) **Religious Observance** shall be conducted in accordance with the College Ethos. Under a Department for Education and Skills Order, which came into effect on 10 August 2004, the College is designated as a school having a religious character (i.e. Christian).
- e) **Changes at the College:** A successful school must initiate and respond to change. The offer of a place and its acceptance are given on the basis that, in the interests of the College as a whole, reasonable changes may be made from time to time to these standard Terms and Conditions, to the size and location of the College, to its premises and facilities, to the academic and games curriculum and the structure and composition of classes and the way the College is run, to the rules and disciplinary framework, to the length of the College terms and the College day and to any other aspect of the College. Fee levels will be reviewed from time to time (usually once each year) and the College will endeavour but not be obliged to give a term's notice of any increase in fees, notified to you by means of a Fees Schedule. In the event that the College gives notice of an increase in fees which exceeds 10%, you will be entitled to withdraw your daughter from the start of the following term without giving a term's notice or paying fees in lieu, provided that you give notice in writing of the withdrawal within 21 days from the date when notice of the increase in fees is given. If the ownership or legal status of the College changes, the College's rights and obligations under these Terms and Conditions will be deemed assigned to the new entity. Parents would be consulted and/or given adequate notice of any significant proposals or change of policy likely to affect the College community as a whole.

3. Care and Good Discipline:

- a) **The College's Obligation:** While your daughter remains a pupil of the College, we undertake to exercise reasonable skill and care in respect of her education and welfare. This obligation will apply during school hours and at other times when your daughter 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 daughter while off the College premises unless she is taking part in a College activity or otherwise under the supervision of a member of College staff.
- b) **Parents' Authority:**
- (i) Parents give consent to such physical contact as may be lawful, appropriate and proper for teaching and for providing comfort to a pupil in distress or to maintain safety and good order or in connection with the pupil's health or in order to avoid an immediate danger to the property of a person (including your daughter's).
 - (ii) If your daughter requires urgent medical attention while under the College's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment recommended by a doctor including anaesthetic, operation or blood transfusion (unless you have previously notified us you object to blood transfusions).
 - (iii) Parents authorise the Head while *in loco parentis* for all pupils or acting on behalf of a pupil who has reached the age of 16, to take and/or authorise in good faith all decisions that safeguard and promote the pupil's welfare.
- c) **Conduct and Attendance:** We attach importance to courtesy, integrity, manners and good discipline. Parents warrant that the pupil will take a full part in the activities of the College, will attend each College day, will be punctual, will work hard, will be well-behaved and will comply with the College Rules including those concerning the wearing of uniform.
- d) **Health and Life Skills:** All pupils will receive health and life skills education [*including, unless you notify us in writing to the contrary, sex education*] appropriate to age in accordance with the curriculum from time to time.
- e) **The Pupil's Health:** The Head may at any time require a medical opinion or certificate as to the pupil's general health. The age of the pupil will be calculated in accordance with UK custom. Parents will be required to complete a form of medical declaration concerning the pupil's health and must inform the Head in writing if the pupil has any medical condition, health problem, disability or allergy or will be unable to take part in games or sporting activities or has been in contact with infectious diseases. You undertake to inform the College of any health or medical condition, disability or allergy that your daughter subsequently develops, whether long-term or short-term, including any infections. If the College so requires due to a health risk either presented by your daughter to others or presented to your daughter by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your daughter at home and not permit her to return to the College until such time as the health risk has been averted. In such circumstances we shall endeavour to continue providing education to your daughter remotely during such period (including, for example, by sending you/your daughter work assignments electronically or by post). Parents must comply with the College's quarantine requirements in relation to pupils with or suspected to have an infectious disease. Your daughter must not be brought to the College if unwell.
- f) **Sporting Activities:** Unless you notify us to the contrary, you consent to your daughter participating, under proper supervision, in sports and games activities which may entail some risk of physical injury.
- g) **Special Arrangements:** You undertake to inform the College of any situations where special arrangements may be needed in relation to your daughter.
- h) **Conduct of the College:** The Head is responsible for the care and good discipline of pupils while they are in the charge of the College or its staff and for the day-to-day running of the College and the curriculum. The Head is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of College discipline, and removal or expulsion under clause 7 below. The College is not responsible for a pupil who is absent from the College in breach of College discipline. It is a condition of remaining at the College that parents and the pupil (including a pupil aged 16+ and 18+) accept the College regime and the Rules as to appearance and dress and the rules of College discipline that apply from time to time.
- i) **The College Rules:**
- (i) **Kindergarten and Prep Department:** Parents are provided with the relevant Handbook giving information about the Prep Department. Written Rules for Pupils exist as a set of "Golden Rules".
 - (ii) **Senior School:** Each pupil is supplied with a copy of the Pupil Planner giving information about the ethos and codes of conduct at the College and containing the College Rules. The purpose of the College Rules is to help every pupil to know what is expected and to encourage courtesy and consideration for others. Each pupil *and parent* should read the College Rules, which are available on the College website.
 - (iii) The College reserves the right, subject to applicable data protection legislation, to monitor your daughter's email communication and internet use for the purpose of ensuring compliance with the College Rules.

4. The Admission and Entry to the College

- a) **Admission process:**
- (i) **Application:** application for a place at the College is made by means of an Application Form, which must be completed and submitted together with a non-refundable application fee. Offer of a place and admission will be subject to the availability of a place and the pupil satisfying the admission requirements at the time.
 - (ii) **Offer of a Place**
If, in due course, a place is offered it will be held open for the time specified in the letter of offer, after which the offer will lapse.

(iii) **Acceptance and Deposit/s:** Acceptance by you of an offer is deemed to occur on receipt by the College Admissions Administrator of a completed Acceptance Form together with the required fees deposit. Details of the deposit are set out in the Fees Schedule as varied from time to time. 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 daughter's leaving. The Deposit is not refundable if your daughter does not take up a place at the College except where the College fills the vacancy created by your daughter's withdrawal, in which case the College shall refund the deposit to you less its costs or a reasonable estimate of its costs in administering your dealings with the College. In the event of a late withdrawal it is very unlikely that the College would be able to fill the vacancy. (Cancelling Acceptance is dealt with under Clause 6b.) Where an offer for your daughter to enter the Preparatory Department from Kindergarten or Senior School from Preparatory Department is accepted, you shall pay a further sum equivalent to the difference between the deposit already paid and the deposit payable in order to accept the place.

(iv) **Contract:** The Acceptance Form, the Schedule of Fees, the College Rules contained in the Pupil Planner and on the website and these Terms and Conditions form the terms of a contract between you and St. Francis' College Trust and constitute the entire agreement between the parties. It is not intended that the terms of the contract shall be enforceable by the pupils or by any other third party.

b) **Moving through the College:** Unless notified to the Head in writing (refer paragraph 4c) it is assumed that a pupil will move through all relevant stages of the College.

(i) **Entry into Kindergarten:** Entry to Kindergarten is after a child's third birthday and the child will leave the Kindergarten at the end of the school year in which the child reaches age four.

(ii) **Kindergarten to Preparatory Department:** A pupil will move from Kindergarten to Prep subject to demonstrating appropriate ability

(iii) **Preparatory Department to Senior School:** A pupil will move from Prep Department to Senior School by showing an ability to do so by passing the entrance examination.

(iv) **A-Level Courses:** It is assumed that a pupil will continue into the Sixth Form unless the pupil has been unable to satisfy the Sixth Form entry requirements in force from time to time.

c) For all the above stages parents must in every case give a term's notice in writing if it is not the intention that your daughter continues to the next stage.

d) **Notice by the College:** The College may terminate this agreement on one term's written notice sent by ordinary post and otherwise under clauses 7 a), b) and c) below. Communications (including notices) will be sent by the College to the address shown in its records and unless other arrangements are agreed between us, we shall be entitled to treat any communication from the College to any person who has signed the Acceptance Form as having been made to both or all such persons.

5. Fees and Extras

a) **Fees and Extra Charges.** All costs incurred in the usual course of the education by the College of your daughter (including application, acceptance deposit, tuition, boarding, additional tuition, and other additional items such as equipment, educational materials, miscellaneous consumables and some school trips and visits) shall be covered by the fees unless otherwise notified by the College.

Any extra-curricular activities such as private music lessons, certain trips and visits in which your daughter participates by your prior agreement shall be charged as extras. Any additional charges incurred by the College in providing for the special educational needs of your daughter are charged as extras.

Items specifically requested by you or your daughter and not included within the fees shall be charged as extras. For these purposes your daughter shall be treated as your agent. Late payment charges, if incurred, are recoverable in the same way as fees and extra charges.

b) **Damage:** Damage done by a pupil, other than fair wear and tear, lost books and any other lost College property may be separately invoiced and must be paid as an extra.

c) **Payment of fees and extras:** Each term's fees accrue separately and the fees payable in respect of each term fall due on the first day of that term and will be included in an invoice sent to those persons who signed the Acceptance Form (or such other person(s) the College has agreed shall pay the fees under paragraph (d) below). The fees must be paid in full either by cheque or by direct bank transfer by the first day of the term to which the invoice relates. If one or more items on the invoice are under query, then the balance of the invoice remains payable. A pupil may be excluded from the College at any time when fees are unpaid and will be deemed withdrawn without notice 28 days after exclusion. (Then a term's fees in lieu of notice will be payable.) The College reserves the right to withhold any references while fees remain unpaid or there is persistent default in relation to the payment of supplemental charges. The College is agent only in respect of any goods and services supplied by a third party via the College to pupils or their parents. Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a pupil takes home study leave before or during public examinations; or stays at home after public examinations or otherwise before the normal end of term; or for any other cause except at the sole discretion of the Head.

d) **Responsibility for payment:** The whole of the fees and any extra charges are the joint and individual responsibility of each person who has signed the Acceptance Form or person who with the College's written consent replaces a person who has signed the Acceptance Form or who has parental responsibility for the pupil or has regularly paid any fees or has returned the pupil to the College or given instructions in relation to the pupil. The College may withhold any information or property while fees are unpaid.

e) **Payment of fees by a third party:** An agreement with a third party to pay the fees or any other sum due to the College does not release signatories of the Acceptance Form from any liability under these terms and conditions unless the College has agreed in writing to look exclusively to any other person for payment of the fees or any part of them. The College reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.

f) **Late Payment:** Where parents fail to pay the fees in full on or before the first day of each term then a liability will arise for an administrative charge which will be added to the next fees invoice. Such charges will be recoverable by action if necessary. Cheques delivered at any time after the first

day of term will be presented immediately and will not be considered as payment until cleared. Any sum tendered that is less than the sum due and owing may in any event be accepted by the College on account only. In a situation where payment of a term's fees extends beyond the date that payment of the fees invoice is due then the College may make an interest charge on late payments at a rate of 5% per annum above the base rate of Barclays Bank plc or such other rate as may from time to time replace the base rate. Unless otherwise notified to you in writing, this interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgement. You must pay the College the interest together with the overdue amount. The College is also entitled to recover from you legal fees or other costs incurred in recovering a debt. The contents of clauses 5, 6 and 7c) of these terms and conditions are intended to protect those parents who pay fees on time and to safeguard the College against consequences of the defaults of others.

- g) **Scholarships and Bursaries:** Every scholarship and bursary is subject to high standards of behaviour, attendance and work. The financial value of any award is strictly confidential between you and the College. The terms of a scholarship or bursary and in particular the terms upon which benefits may be forfeited or become repayable are set out in the scholarship/bursary offer letter (where applicable) to parents.
- h) **Government Aided Places:** A Place where all or part of the fees are funded by a government grant or local authority scheme. Parents must pay for any sessions, fees or extras provided which are not covered by the Grant.
- i) **Instalment arrangements:** Information can be supplied to you on request.

6. Events Requiring Parental Notice in Writing

a) Definitions

All Notices required to be given under these terms and conditions must be given in writing and must be addressed to the Head and sent to the College's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

Provisional Notice is valid only for the term in which it is given and only when written and accepted in writing by the Head.

Term means the period between and including the first and last days of each College term as notified to parents from time to time. **A Term's Notice** means written notice given not later than the first day of term preceding the term to which the notice relates and expiring at the end of term. **Half a Term's Notice** means notice given before the first day of term expiring at half term, or notice given before half term expiring at the end of term.

Fees in lieu (of notice) means fees in full for the term of notice at the rate that would have applied had the pupil attended and not limited to the parental contribution in the case of a scholarship, bursary or educational grant.

- b) **Cancelling Acceptance: Return of a completed Acceptance Form and deposit forms a legally binding contract between you and the College. If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your daughter starts at the College you shall give written notice to that effect prior to the first day of the term immediately preceding the term in which your daughter was due to start. If such notice is received by the College by that time the deposit will be forfeited in accordance with Clause 4 (a)(iii) above but no further fees will be payable. Subject to the remainder of this Clause 6 (b), if such notice is received on or after that date (or if no notice is received), a term's fees shall be payable 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 immediately preceding the term when your daughter was due to start and the College shall credit the deposit (without interest) to such payment of the term's fees (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.**
- c) **Withdrawal from the College:** Other than at the end of the Upper Sixth Form a term's notice must be given before a pupil is withdrawn from the College (including places funded by an Education Grant) or a term's fees in lieu will be immediately due and payable as a debt at the rate that would have been charged for the final term of provision if a term's notice had been given whether or not the place can be filled. The pupil's decision to withdraw from the College shall, for these purposes, be treated as a withdrawal by the parents. Provisional notice is only accepted for the term for which it is submitted.
- d) **Discontinuing Extras:** Half a term's written notice is required to discontinue an extra or half a term's fees for the extra will be immediately payable in lieu as a debt. (Changing from Boarding to Day status is covered in Clause 8.)
- e) The College's financial affairs are organised on an annual basis and although the three academic terms differ in length, for financial purposes fees are divided equally between the terms, and therefore it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your daughter or by your daughter's ceasing to participate in an activity part-way through a term.
- f) **Absence:** The Head must be informed in writing of the reason for your daughter's absence from College. Wherever possible the Head's prior consent should be sought for absence from College. If your daughter fails to attend regularly or is absent from the College for a continuous period of ten days or more without permission the Head may inform the Local Education Authority.
- g) **Parental Disclosure:** There is an obligation on the part of the parents or other person(s) who have parental responsibility in accordance with Clause 5(d) above) to disclose relevant issues to the Head and to inform the Head in writing of any material changes in circumstances. You undertake jointly and individually to notify the College of any change of address of any person who has signed the Acceptance Form.

7. Removal of a Pupil

- a) **Removal at the Request of the College:** Parents may be required, during or at the end of a term, to remove the pupil, without refund of fees, temporarily or permanently from the College if, after consultation with a parent, the Head is of the opinion that the conduct or progress of the pupil has been unsatisfactory or if the pupil, in the judgement of the Head, is unwilling or unable to profit from the educational opportunities offered, or the conduct of a parent is incompatible with the interests of the College and in any such case removal is considered to be warranted. The Acceptance Deposit will be refunded in the event of removal from the College and fees in lieu of notice will not be charged but all outstanding fees will be payable in full.

- b) **Expulsion:** A pupil may be expelled at any time if the Head is reasonably satisfied that the pupil's conduct (whether on or off College premises or in or out of term time) has been prejudicial to good order or College discipline or to the reputation of the College. The Head will act fairly and in accordance with the procedures of natural justice and will not expel a pupil other than in grave circumstances. The Head may in her discretion require you to remove or in serious or persistent cases may suspend or expel your daughter if the attendance, progress or behaviour of your daughter or you (including behaviour outside the College) is in the opinion of the Head unreasonable or disruptive or affects or is likely to adversely affect your daughter's or other children's progress at the College or the well-being of the College staff or to bring the College into disrepute. There will be no refund of fees following expulsion and all unpaid fees must be paid. The Acceptance Deposit will not be returned/credited, but fees in lieu of notice will not be charged.
- c) **Termination:**
- (i) The College shall be entitled to terminate this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid if you are in material breach of any of your obligations under this or any similar agreement with the College and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the College requiring it to be remedied (including for avoidance of doubt persistent non-payment or material default under these terms and conditions). For the purposes of illustration only (and without limitation), the following circumstances would typify what the College is likely to regard as a material breach entitling it to terminate this agreement: (i) failure to pay any fees or extra charges on time on more than two occasions; (ii) you (as opposed to your daughter) acting in such a way as to give the Head cause to expel your daughter under Clause 7(b) of this agreement; (iii) any other circumstance where your daughter is expelled from the College in accordance with the terms of this agreement (including the College Rules); and (iv) failure or refusal to complete and submit to the College a medical questionnaire in respect of your daughter.
 - (ii) Either party may terminate this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the College's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound up for any reason.
 - (iii) For avoidance of doubt this agreement shall terminate at the end of the pupil's schooling subject to any requirements imposed under Clause 4 b).
- d) **College Property:** Books, equipment and other College items in possession of a pupil at the time of expulsion must be returned immediately or parents will be liable for the cost thereof.
- e) **Discretion of Head:** The decision to exclude, suspend or require removal or expel a pupil and the manner and form of any announcement shall be at the sole discretion of the Head. In no circumstances shall the College or its staff be required to divulge to parents or others any confidential information or the identities of pupils or others who have given information which has led to suspension, the requirement to remove or expulsion or which the Head has acquired during an investigation.
- f) **Review:** In the event of expulsion or of a pupil's removal being required, the College will act in a way which is fair in all the circumstances when taking decisions under this Clause 7. The review of disciplinary matters is governed by the Complaints Procedure.
- g) **Access:** A pupil who has been withdrawn, excluded, suspended, removed or expelled from the College has no right to enter College premises without the written permission of the Head.

8. Boarding

- a) **Medical Matters:** Each boarder, unless otherwise agreed by the Head, will be registered on the National Health Service list of the College's designated medical and dental practices.
- b) **Boarding and Day Status:** A change from day to boarding will depend on the availability of a boarding place at the time. A term's written notice is required before a pupil may change from boarding to day status or a term's difference in fees will be payable in lieu. The Head may at any time require removal of the pupil, temporarily or permanently, from boarding in any of the circumstances described at clauses 7 (a), 7(b) or 7 (c) above. In that event, there will be no refund of fees for the balance of that term.
- c) **Travel Arrangements:** The right is reserved to charge all administration and other expenses including staff supervision where the College has to make travel or other arrangements for the pupil before, during or at the end of a term.
- d) **Overseas Pupils:** For ease of administration, a deposit of one term's Tuition fees applicable to the pupil and in accordance with the Fees List is normally charged. The deposit will be repaid by means of a credit to fees for the final term. Until credited, the deposit will form part of the general funds of the College and no interest will be payable thereon.
- Additionally, a Disbursements Deposit of £500 will be included in the first term's invoice to cover charges for items required by your daughter, for example, taxi fares, medical expenses, school uniform, but excluding pocket money, amounts for which if requested must be paid to the College before issuing to your daughter. The Disbursements Deposit will also 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 arising on your daughter's final term which will be invoiced in arrears after she has left the College.
- e) **Fees in Lieu of Notice:** The fees in lieu rate for a boarder is the appropriate Boarding rate, i.e. inclusive of Tuition and Boarding fees.
- f) **Guardians:** When both parents reside outside the United Kingdom, parental responsibility must be delegated to a suitable adult who has agreed to take full legal responsibility for the pupil when not at College and who can, if necessary, come to the College at short notice. Parents have the responsibility to satisfy themselves that the guardian is a suitable person. Guardians are responsible for holiday and holiday travel arrangements of the pupil.

9. General Conditions

- a) **Special Precautions:** The Head needs to be aware of any matters that are relevant to the pupil's security and safety. The Head must therefore be notified in writing immediately of any court orders or situations of risk in relation to a pupil for whom any special safety precautions may be

needed. A parent may be excluded from College premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the pupil or of the College.

- b) **Leaving College Premises [Senior School only]:** A pupil is required to complete a form providing details of mode of travel and the address and a contact telephone number where the pupil can be contacted when not at College premises. The College is not, however, able to prevent a pupil leaving College premises in breach of College rules and is not legally entitled to do so in the case of a pupil aged over 16.
- c) **Residence during Term Time:** The Head must be notified in writing prior to a pupil residing with someone other than a person who has parental responsibility.
- d) **Holidays and Absence from College:** Attendance at school for the entire term is a legal requirement of the Education Act for children aged 5 to 16 and consent for absence from the child's school is a legal requirement. Therefore no pupil of compulsory school age may legally take holiday during term time without written permission from the Head. Additionally, for pupils outside that age range, the College still requires that the Head's written consent be obtained in advance of holiday that will be taken during term time. The Head must be informed in writing of any reason for your daughter's absence from College. Wherever possible the College's prior consent should be sought for absence from the College.
- e) **Absence of Parents:** When both parents will be absent from the pupil's home for a 24-hour period or longer, the College requires, in writing, the name, address and telephone number for 24-hour contact of the adult to whom parental responsibility has been delegated *in loco parentis*.
- f) **Liability and Insurances:** The College undertakes to maintain those insurances which are prescribed by law. The College does not accept responsibility for accidental injury or loss of property. Attendance at the College is on condition that the Pupils' Accident Insurance Scheme, available through the College and charged as a separate item on the Fees invoices, is in place. All other insurances are the responsibility of parents including insurance of the pupil's personal property whilst at College or on the way to or from College or on any College sponsored activity away from the College. Suitable insurance schemes may be available through the College, and the charge made via the fees invoices. The College is not the agent of the insurer or the parents for any purpose related to insurance.
- g) **Pupils' Personal Property:** Pupils are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly marked with the owner's name. A pupil may not bring any item of equipment on to College premises which runs off mains electricity without the prior written permission of the Head or Bursar. Boarders are obliged to have all items of electrical equipment, which run off mains electricity, checked by the Bursar's maintenance staff prior to them being used. Liability in respect of damage, injury or other problems arising from such items that have not been checked prior to use rests with the parents.
- h) **Concerns/Complaints:** A Complaints Procedure, as amended from time to time for legal or other substantive reasons or in order to assist in the proper administration of the College, is in place for parents who have cause for serious concern as to a matter of safety, care, discipline or progress of their daughter. In such a circumstance you should inform the College without delay. A copy of the Procedure is available from the College on written request.
- i) **Progress Reports:** The College monitors each pupil's progress and in the Prep Department (excluding Kindergarten) and Senior School parents will receive written reports and oral feedback at Parents' Evenings.
- j) **Learning Difficulties:** Each pupil will be 'screened' for learning difficulties during the first term at the College and the College shall monitor your daughter's progress at the College. We shall advise you if we have any concern about your daughter's progress but the College does not undertake to diagnose dyslexia or other specific conditions. Parents will be notified if it appears that formal assessment by an educational psychologist is advisable or the pupil is falling behind with studies. A formal assessment can be arranged by the College at the parents' expense, or by the parents. Parents may be asked to withdraw the pupil without being charged fees in lieu of notice if, in the opinion of the Head, the College cannot provide adequately for a pupil's special educational needs.
- k) **Biological Samples:** The Head may at any time when grounds for suspicion exist, require the pupil to give a biological sample under medical supervision to test for the use of illegal drugs or other substances damaging to health. Failure to co-operate may give rise to immediate suspension. Such sample will not form part of the pupil's permanent medical record.
- l) **Confidentiality:** The College will take care to preserve the confidentiality of information concerning the pupil and parents. The parents, however, consent on behalf of themselves and the pupil to the College obtaining, holding, using and communicating, on a 'need-to-know' basis, confidential information which, in the opinion of the Head, is material to the safety and welfare of the pupil and others, including a pupil aged 16 and over. The parents consent also to the College communicating with any other school or college which the pupil attends or which a parent proposes the pupil should attend about any matter concerning the pupil or about payment of fees, whether or not the information passing is also held electronically or in machine-readable form. If parents become privy to sensitive or confidential information about a pupil who is not their daughter, they must not divulge or communicate this information to any person, company or organisation other than the pupil's parents and the Head and the Deputy Head of the College and the Head of Prep Department.
- m) **Use of Information:** You consent to the College making use of information relating to your daughter whilst she is at the College and after she has left (including unless you notify us in writing to the contrary photographs and video recordings) for the purposes of promoting the College to prospective parents and pupils including through the College's Prospectus (in whatever format or medium), managing relationships between the College and current pupils, providing references, communicating with the body of former pupils directly or through the St Francis' College Old Girls' Association. You consent, unless you notify us in writing to the contrary, to photographs of the College and its activities in which your daughter appears, to be used for the purposes of publicity, marketing and promoting the College in any medium the College uses.
- n) **Examinations and Reports:** The College will enter a pupil's name for an examination if the Head is satisfied that such is in the best interests of the pupil. Information supplied to parents and others concerning the progress and character of a pupil and about examination, further education and career prospects will be given conscientiously and with all due care and skill but otherwise without liability on the part of the College. Where parents are separated or divorced, reports and other information will be sent to the parent with whom the pupil normally resides. Duplicate reports will normally be sent to the other parent if the College has been given separate addresses.
- o) **References:** You consent to our supplying information and a reference in respect of your daughter to any educational institution which you propose your daughter may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your daughter is accurate and any opinion given on her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your daughter 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.

- p) **Intellectual Property:** The College reserves all rights and interests in any intellectual property rights arising as a result of the actions of a pupil in conjunction with any member of staff of the College and/or other pupils at the College for a purpose associated with the College. Any use of any such intellectual property rights by a pupil is subject to the terms of a licence to be agreed prior to the use between the pupil, the parents and the College. The College will allow the pupil's role in creation/development of intellectual property rights to be acknowledged.
- q) **Prospectus:** The prospectus describes the broad principles on which the College is presently run and gives an indication of our history and ethos, but the prospectus and any other College literature, in printed or electronic format, is not part of any agreement between the parents and the College. Although believed correct at the time of printing from time to time it may be necessary to make changes to any aspects of the College, including the curriculum or the manner of providing education for your daughter (including by providing such education remotely (whilst your daughter remains at home, for example, where the College is required to close its premises), and we reserve the right to do so. For this reason, parents wishing to place specific reliance on a matter contained in the prospectus should seek written confirmation of that matter before entering this agreement.
- r) **Force Majeure**
- (i) In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).
- (ii) In the event of a force majeure arising which prevents or delays the College's performance of any of its obligations under this agreement, the College shall as soon as practicable give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the College has acted reasonably and prudently to prevent or minimise the effect of the force majeure, the College will have no liability in respect of the performance of such of its obligations as are prevented or delayed by the force majeure while it continues. The College shall use its best endeavours during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).
- (iii) If the College is prevented from performance of all of its obligations as a result of force majeure for a continuous period greater than six months, the College shall notify you of the steps it shall take to ensure performance of the agreement and you shall then, following receipt of such notice, be entitled to cancel the agreement on written notice and without giving a term's notice or paying fees in lieu.
- (iv) Subject to Clause 5(c), in the event that your daughter is unable to attend (or is likely not to be able to attend) the College due to reasons of her severe ill-health or physical impairment caused by a force majeure you shall give the College notice in writing of such circumstances and the following provisions shall apply:
- (a) you shall, in consultation and cooperation with the College, use all reasonable endeavours to:
- (i) mitigate the effect of the force majeure in order to continue to perform the obligations under this agreement in any way that is reasonably practicable in the circumstances (such that your daughter can still participate and benefit from the provision of education by the College, including for example participating remotely); and
- (ii) resume the performance of the obligations as soon as reasonably possible;
- (b) in circumstances where, following the efforts made and steps taken under clause 9r)(iv)(a), your daughter is not able to participate and benefit from any level of provision of education by the College then you shall not be liable for non-performance of your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the force majeure; and
- (c) in the event of the force majeure continuing to prevent your daughter 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 months you shall discuss with the College a solution by which this agreement may be performed and, following such discussions, you shall be entitled to cancel the agreement on written notice and without giving a term's notice or paying a term's fees in lieu.
- s) **Interpretation:** These Terms and Conditions supersede those elsewhere and will be construed as a whole. Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of the terms and conditions. These Terms and Conditions are not invalidated in the event of the invalidity of any individual clause or clauses.
- t) **Jurisdiction:** This contract was made at the College and is governed exclusively by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.
- u) **Variations:** 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 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.

10. Waiver

- a) Any variation or waiver of these terms and conditions is only effective if given in writing by the Head or by the Clerk to the Governors. The failure of the College to insist upon the strict performance of any of the terms and conditions shall not be construed as a waiver of any such terms or conditions and shall not affect the College's right to enforce the terms and conditions later.

St. Francis' College Limited; Registered in England, No. 13939274
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