



BROOKE HOUSE COLLEGE

www.brookehousecollege.co.uk

Terms & Conditions

1. INTRODUCTION

1.1 TERMS AND CONDITIONS:

These TERMS AND CONDITIONS reflect the custom and practice of independent schools and colleges throughout the UK, and together with:

- 1.1.1 the letter of offer;
- 1.1.2 the Conditions of any Award (Scholarship or Award Letter) made, where applicable;
- 1.1.3 the registration form; and
- 1.1.4 the fees information

they form the basis of a legally binding CONTRACT between the Parents and the College for the provision of educational services. These TERMS AND CONDITIONS are intended to promote the education and welfare of pupils and the stability, forward-planning, proper resourcing, and development of Brooke House College Limited.

1.2 VARIATIONS:

These TERMS AND CONDITIONS, the Conditions of Award (where applicable) and the Fees information are subject to change from time to time to reflect changes in the law or in custom and practice at the College.

1.3 FEES AND NOTICE:

The rules concerning Fees and Notice are of particular importance and are set out in Section 4 and Section 9.

1.4 MANAGING CHANGE:

Brooke House College, as any other college, is likely to undergo a number of changes during the time your child is a pupil here. Please see Section 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

2. TERMINOLOGY

2.1 SCHOOL, COLLEGE OR WE OR US:

Means Brooke House College Limited, as now or in the future constituted (and any successor).

2.2 COLLEGE DIRECTORS:

Means the Directors of the College who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the College.

2.3 PRINCIPAL:

Means the Principal of the College as appointed by the College Directors. The Principal is responsible for the day-to-day running of the College.

2.4 PARENTS OR YOU:

Means any person who has signed the Registration form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions the CONTRACT. Fees payable by a third party (for example, an employer, grand-parent, stepparent without Parental Responsibility or third-party credit provider) will remain under the responsibility of the parent. Please also see clause 4.3 and clause 11.6.

2.5 PARENTAL RESPONSIBILITY:

Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child, whether or not they are a party to this CONTRACT, 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.

2.6 PUPIL:

Means the child named on the Registration form. The age of the Pupil will be calculated in accordance with British custom.

2.7 FEES:

Has the meaning as detailed in point 4.1

2.8 NOTICE:

Has the meaning as detailed in point 9.2

2.9 TERM:

Has the meaning as detailed in point 9.1; details as published on the website.

3. ADMISSION & ENTRY TO THE COLLEGE

3.1 REGISTRATION AND ADMISSION:

Applicants will be considered as candidates for Admission and Entry to the College when the Registration form has been completed and returned to the College and the Entry Enrolment Deposit and non-refundable Admissions Administration Fee is paid. Admission will be subject to the availability of a place and the Pupil and the Parents satisfying the admission requirements at the relevant time. Admission occurs when the Parents accept the offer of a place. Entry occurs on the date when the Pupil attends the College for the first time under these terms and conditions.

3.2 EQUALITY:

The College is an independent, international, boarding and day College for boys and girls aged from 11 to 19 years. The College has published aims and ethos' and welcomes staff and children from many different ethnic groups, backgrounds, and creeds. Human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the College's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities. The College's Accessibility Plan is available upon request.

3.3 OFFER OF A PLACE & ENTRY ENROLMENT DEPOSIT:

An Entry Enrolment Deposit as shown on the fees information for the relevant year, will be payable when the Parents accept the offer of a place. The amount of the Entry Enrolment Deposit will be retained in the general funds of the College until the Pupil leaves and will be repaid, without interest, no sooner than 42 days after the Pupil permanently leaves the College at the request of the parents. If the deposit has not been requested within 365 days of the student leaving the College, the College will consider the deposit payment a donation and it will be transferred to the College's hardship fund to support local and international initiatives.

3.4 IMMIGRATION:

The College currently holds a licence to sponsor international students under UK Tier 4 of the points-based system of immigration. The Parents must inform the Director of Admissions when returning a completed Registration Form or at any other time if their child requires sponsorship from the College in order to obtain a visa to study at the College. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this College and the Parents shall permit the College to take and retain copies of all documentation required to be kept by the College in order to comply with its duties as a Tier 4 sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents.

Clause 9.17.3 must be read in connection with immigration permission.

4. FEES

4.1 FEES:

May include, alone or in combination any of the Admissions Administration Fee, the Entry Enrolment Deposit, tuition fees, boarding fees, fees for extra tuition, other extras such as house charges, clothing and equipment, photographs or other items ordered by the Parents or the Pupil or charges arising in respect of educational visits, resources and exams or damage where the Pupil alone or with others has caused wilful loss or damage to College property or the property of any other person (fair wear and tear excluded), or bank charges including and arising from default in Fees payment or late payment charges if incurred. If parents do not settle their outstanding fees with Brooke House College, then the College reserves the right to inform all other UK independent schools and colleges, UK universities and higher education establishments, UK Visa and Immigration Department and the Council for Independent Education.

4.2 PAYMENT OF FEES:

The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the College. Except where a separate agreement has been made between the Parents and the College for the deferment of payment of Fees, Fees for each Term are due and payable as cleared funds one week before the commencement of the College Term to which they relate. If the fees are not paid on time, the pupil may not return for the Term being invoiced. If an item on the Fees Invoice is under query, the undisputed balance of that Fees Invoice must be paid. The College reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.

4.3 PAYMENT OF FEES BY A THIRD PARTY:

An agreement with a third party (such as an employer, grandparent, stepparent without parental responsibility or third-party credit provider) to pay the Fees or any other sum due to the College does not release the Parents from liability if the third-party defaults and does not affect the operation of any other of these TERMS AND CONDITIONS unless an express release has been given in writing, signed by the College's Chief Operating Officer. The College reserves the right to refuse a payment from a third party.

4.4 INDEMNITY:

If the College is required to pay all or part of any sum received from a third-party credit provider on behalf of the Parents, the Parents shall indemnify the College against all losses, costs, expenses (including legal expenses) penalties and interest suffered or incurred by the College.

4.5 REFUND OR WAIVER:

Save where there is a legal liability, including liability under a court order or under the provisions of this CONTRACT to make a refund or reduction, Fees will not be refunded, reduced or waived if:

- 4.5.1 the Pupil is absent through illness; or
- 4.5.2 the Pupil is attending an external activity; or
- 4.5.3 a Term is shortened, or a vacation extended; or
- 4.5.4 the Pupil is released home before or after public examinations or otherwise before the normal end of a Term; or
- 4.5.5 the College is temporarily closed due to adverse weather conditions; or
- 4.5.6 for any reason other than exceptionally and at the sole discretion of the Managing Director in a case of genuine hardship.

See also Section 10 for information about events beyond the control of the parties.

4.6 EXCLUSION FOR NON-PAYMENT:

The College reserves the right to exclude the Pupil on three days' written notice if Fees are overdue for payment or if the Parents fail to provide information reasonably requested by the College about the identity of the payer of any Fees or the source of the funds.

If the Pupil is excluded for a period of 28 days, he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of notice will be payable in accordance with Section 9. Exclusion in these circumstances is not a disciplinary matter and the right to a Directors' Review will not normally arise. The College may withhold any information, character references or property while Fees remain overdue where it is lawful to do so.

4.7 LATE PAYMENT:

Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the

College, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at the rate of 1% per week which represents a genuine pre-estimate of the cost to the College of a default. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the College in the recovery of any unpaid Fees regardless of the value of the College's claim. The College reserves the right to pass on information and authorisation to a third-party Debt Collection Agency, the details of any unpaid debts owed to the College, for their action to recover debt owed to the College.

4.8 PART-PAYMENT:

Any sum tendered that is less than the sum due and owing may be accepted by the College on account only. Late payment charges may be applied to any unpaid balance of Fees, as set out in clause 4.7.

4.9 APPROPRIATION:

Save where the Parents expressly state the contrary, the College shall allocate payments made to the earliest outstanding balance invoice 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.

4.10 INSTALMENT ARRANGEMENTS:

An agreement by the College to accept payment of current and / or past and /or future Fees by instalments is concessionary and will be subject to separate agreement(s) between 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 agreement or the invoice shall prevail. Where a payment plan has been agreed and confirmed in advance by the deposit, the College reserves the right to withdraw the agreement of that plan, if the Parents default on payments due by the date specified.

4.11 COMPOSITION SCHEMES:

An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.

4.12 SCHOLARSHIPS, CHIEF OPERATING OFFICERIES AND OTHER FEE REDUCTIONS:

Every Scholarship, Award, Bursary or other award or concession is a discretionary privilege, subject to high standards of attendance, diligence and behaviour on the Pupil's part and to the Parents treating the College and its staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any Bursary or other concession is calculated or assessed.

4.13 FEES INCREASES:

Fees are reviewed annually by the College. If the Parents receive less than a Term's notice of a Fees increase, they may give to the College written notice of withdrawal of the Pupil within 21 days and will not be liable to pay Fees in lieu of Notice and the Entry Enrolment Deposit, if paid, will be refunded without interest less any sums owing to the College.

4.14 INFORMATION ABOUT FEES:

The Parents acknowledge that the College may make enquiries of the Pupil's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also acknowledge that the College may inform any other school or educational establishment to which the Pupil is to be transferred if any Fees of this College are unpaid.

4.15 IDENTITY OF FEES PAYER:

From time to time the College may need to obtain satisfactory evidence of the identity of person who is paying Fees, such as sight of a passport, driving licence or similar photographic identity and/or proof of residential address. A money laundering form must be completed in full and signed.

4.16 MONEY LAUNDERING:

Should the College have reason to believe that any of the money laundering routes listed below is being used, the College will contact the United Kingdom's National Crime Agency (NCA) through a Suspicious Activity report (SAR) as per the UK Bribery Act 2010, as well as suspected offences under the Proceeds of Crime Act 2002 of laundering the proceeds of corruption through independent schools. The following are possible areas of concern with regard to money laundering:-

- Third party payments received in settlement of school-fee invoices;

- Unexpected interest in specific pupil applications or requests to ‘circumvent’ normal application requirements;
- Pupil comes from a jurisdiction considered of higher risk for money laundering;
- Funds coming to the College to pay for a pupil’s fees where the funds are not coming from either a UK account or from the same jurisdiction as the pupil’s nationality;
- Payments for school fees that do not come directly from parents;
- Cash deposits into accounts funding outgoing payments to the College;
- Cash deposits paid directly into the College’s accounts for school fees, obscuring the source of funds;
- Account being funded by a number of un-associated third parties, with the income exceeding the profile of the customer;
- Transactions to the College of a size that may indicate that multiple years’ fees are being paid up front;
- Account activity which is not aligned to the purpose of the account such as the use of custody accounts for school payments;
- Where the parent cannot, or will not, provide further detail around the underlying pupil.
- Parents classified as Politically Exposed Person (PEP) paying school fees; and
- Parents classified as PEPs and also originating from a country that has controls in place around PEPs holding offshore accounts.

4.17 DAMAGE TO ROOMS OR COLLEGE PROPERTY

Where any damage is caused to any rooms or shared areas in the accommodation, the College may charge students a fair and reasonable proportion of the reasonable cost of making good any loss or damaged caused. Students should leave their accommodation in a clean and tidy condition, having removed all your belongings and rubbish from the accommodation and to leave all items listed in the Inventory in the same condition as they were in at the start of the period of residence. If additional cleaning is required, then an additional cleaning charge will be raised to cover those additional costs too.

5. EDUCATIONAL MATTERS

5.1 PROVISION OF EDUCATION:

The College will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances. The College will exercise reasonable care and skill in providing educational services for the Pupil but cannot guarantee that the Pupil will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.

5.2 ORGANISATION OF THE CURRICULUM:

We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Principal, is most appropriate to the College community as a whole. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. We will endeavour to inform the Parents of changes and the reasons for them as soon as practicable. If a particular subject is under-subscribed, the College reserves the right to make changes to the curriculum as appropriate and/or make a supplementary charge or provide a smaller number of hours’ tuition or even private tuition for the same fee. If the Parents have specific requirements or concerns about any aspect of the Pupil’s education or progress, they should contact the College’s Vice Principal, or other appropriate member of staff, as soon as possible, or contact the Principal in the case of a serious concern.

5.3 ACADEMIC PROGRESS REPORTS:

The College shall monitor the Pupil’s progress and shall report regularly to the Parents by means of effort and achievement grades shown in abbreviated interim reports and end-of-term reports and annual parents’ meetings.

5.4 RELATIONSHIP, HEALTH & SEX EDUCATION:

The Relationships Education, Relationships and Sex Education and Health Education (England) Regulations 2019 made under sections 34 and 35 of the Children and Social Work Act 2017 (CSWA2017) make Relationships Education compulsory for all pupils receiving primary education and

Relationships and Sex Education (RSE) compulsory for all pupils receiving secondary education. Whilst the regulations do not make Health Education compulsory in Independent schools, Personal, Social, Health and Economic Education (PSHE) continues to be compulsory.

The Pupil will receive health and life skills education appropriate to his / her age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing, in accordance with (CSWA2017) Act above, in writing that they do not wish the Pupil to take part in this aspect of the curriculum. Please see the College’s Relationships Education, Relationships & Sex Education and Health Education Policy.

5.5 PUBLIC EXAMINATIONS:

The Principal 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 Principal considers that by doing so the Pupil’s prospects in other examinations would be impaired and / or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from his / her teachers.

5.6 EXAMINATION SERVICES:

The Principal may, after consultation with the Parents and if appropriate to the Pupil, decline to apply for access arrangements or post-examination services if, in his / her professional judgement it is considered not to be in the best interests of the Pupil or the examination cohort to do so.

5.7 REPORTS AND REFERENCES:

Information supplied to the Parents and others concerning the progress and character of the Pupil, and about examinations, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the College.

5.8 SPECIAL EDUCATIONAL NEEDS AND DIFFICULTY (SEND):

The College shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a “special educational need”. The College staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

5.9 SCREENING FOR LEARNING DIFFICULTIES:

The screening tests available to schools are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Pupil may have a learning difficulty. A formal assessment can be arranged by the College at the Parents’ expense or by the Parents themselves.

5.10 INFORMATION ABOUT LEARNING DIFFICULTIES:

The Parents shall notify the Principal when completing the College’s Confidential Information Form and subsequently in writing if they are aware or suspect that the Pupil (or anyone in his/her immediate family) has a learning difficulty and the Parents must provide the College with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of Notice if, in the professional judgement of the Principal and after consultation with the Parents and with the Pupil (where appropriate), the College is unable to provide adequately for the Pupil’s special educational needs. The College reserves the right to charge for the provision of additional teaching where it is lawful to do so.

5.11 MOVING UP THE COLLEGE:

It is assumed that if the Pupil satisfies the relevant criteria at the time, he / she will progress through the College and will ultimately complete Year 13, through the College’s provision of courses. The Parents will be consulted before the end of the Spring Term or before the end of the Autumn Term in Year 11 if there appears to be any reason why the Pupil may be refused a place at the next stage of the College. It is assumed that if the Pupil satisfies the relevant criteria at the time he / she will progress through years 12 and 13 whilst studying for his / her A Levels or University Foundation Course and will ultimately complete Year 13. The Parents will be consulted before the end of the Spring Term of year 12 if there appears to be any reason why the Pupil may be refused a place at the next stage of the College. The option of a transfer to the University Foundation Programme in the place of the Pupil’s A Levels may be offered. The Parents must give Notice in accordance with the provisions about notice in Section 9 below if they do not intend the Pupil to proceed to the next stage of the College, or a Term’s Fees in lieu of Notice will be payable.

5.12 COLLEGE'S INTELLECTUAL PROPERTY:

Where the Pupil, in conjunction with any member of staff, creates anything (including a work, a design, an invention, a database, a trademark or goodwill) (a Work) in respect of which any intellectual property (including copyright, design rights, patents, database rights or the right to sue for passing off) (Intellectual Property Rights) exist, the College reserves all its Intellectual Property Rights in respect of that Work.

5.13 PUPIL'S WORK:

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

5.14 CONSENT FOR EDUCATIONAL VISITS:

A variety of educational visits will be provided for the Pupil. Parents will be provided with relevant information in advance of educational visits or trips. Unless the Parents specifically notify the College in writing at least 24 hours in advance, that they do not wish the Pupil to take part in a specific educational visit, then by signing the Registration Form and agreeing to be bound by the TERMS AND CONDITIONS the Parent's consent to the Pupil taking part in any educational visit. These include:

- 5.14.1 visits or trips which incur an additional cost; or
- 5.14.2 visits or trips (including overnight or residential stays) which take place during the weekends or College holidays; or
- 5.14.3 non-routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the College day; or
- 5.14.4 adventure activities which may take place at any time.

5.15 CONSENT FOR EDUCATIONAL VISITS:

The College will advise the Parents in advance of any additional costs associated with an educational visit, including those described in clause 5.14.2 to 5.14.4 above. The cost of such a visit or trip may be payable in advance and may be subject to a separate agreement. All additional costs (such as medical costs, taxis, air fares or professional advice) incurred to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the next due Fees Invoice. The College reserves the right to prevent the Pupil from taking part in an educational visit or trip while overdue Fees remain unpaid.

6. PASTORAL CARE

6.1 THE COLLEGE'S COMMITMENT:

We will do all that is reasonable to safeguard and promote the Pupil's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Pupil's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the College community and the rights and freedoms of others. The Parents agree that the Principal has the right to require the Pupil to remain away from the College temporarily at the home of his/her Parents or guardian if he / she considers that the Pupil's presence at the College presents a risk to him/her or to any other pupil or member of College staff. Please see also Section 8 below.

6.2 COMPLAINTS:

Any question, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the College must be notified to the College as soon as practicable. A copy of the College's complaints procedure is available on the College website or can be supplied on request. See also clause 8.18.

6.3 PUPIL'S RIGHTS:

The Pupil, if of sufficient maturity and understanding, has certain legal rights that the College must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his / her parents. If a conflict of interest arises between the Parents and the Pupil, the rights of, and duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parents.

6.4 PRINCIPAL'S AUTHORITY:

The Parents authorise the Principal to take and / or authorise in good faith

all decisions which the Principal considers on proper grounds will safeguard and promote the Pupil's welfare. Please see Section 7.

6.5 ETHOS:

The ethos of the College is to foster good relationships between pupils and between members of staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The College and its staff will act fairly in relation to the Pupil and the Parents and expects the same of the Pupil and the Parents in relation to the College or its staff

6.6 PHYSICAL CONTACT:

The Parent's consent to such physical contact with the Pupil:

- 6.6.1 as may accord with good practice; or
- 6.6.2 as may be appropriate and proper for teaching and instruction; or
- 6.6.3 for providing comfort to the Pupil in distress; or
- 6.6.4 to maintain safety and good order; or
- 6.6.5 in connection with the Pupil's health and welfare.

The Parents also consent to the Pupil participating in contact and non-contact sports and other activities as part of the normal College programme or co-curricular programme. The Parents acknowledge that while the College will provide appropriate supervision the risk of injury cannot be eliminated.

6.7 DISCLOSURES:

The Parents must, as soon as possible, disclose to the College in confidence:

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

6.8 CONFIDENTIALITY:

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

- 6.8.1 e-mail;
- 6.8.2 the internet; and
- 6.8.3 mobile electronic devices.

See also the College's ICT – Acceptable Use Policy.

6.9 SPECIAL PRECAUTIONS:

The Principal needs to be aware of any matters that are relevant to the Pupil's safety and security. The Principal must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed. Parents may be excluded from College premises if the Principal, acting in a proper manner, considers such exclusion to be in the best interests of the Pupil or any other member of the College community.

6.10 LEAVING COLLEGE PREMISES:

The College will do all that is reasonable to ensure that the Pupil remains in the care of the College during College hours but we 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.

6.11 RESIDENCE DURING TERM TIME:

The Pupil, except when boarding, is required during Term time and at weekends, and exeat (permitted periods of time away from College), to

live with the Parents or a legal guardian or with an education guardian acceptable to the College. The Principal must be notified in writing immediately if the Pupil will be residing during term time under the care of someone other than the Parents or his/her education guardian.

6.12 COMMUNICATIONS FROM THE PARENTS:

Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the College to be received from both Parents. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Pupil from the College. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 9.2.

6.13 ABSENCE OF THE PARENTS:

When both the Parents will be absent from the Pupil's home overnight or for a 24-hour period or longer, the College must be told in writing the name, address, and telephone number for 24-hour contact with the adult who will have the care of the Pupil.

6.14 EDUCATION GUARDIANS:

The Parents, if resident outside the United Kingdom, may before Entry 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 Parents or the education guardian must make holiday arrangements, including travel to and from the College, in advance. 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.

6.15 PHOTOGRAPHS OR IMAGES (INCLUDING VIDEO RECORDINGS):

The College may obtain and use photographs or images (including video recordings) of the Pupil for:

- 6.15.1 use in the College's promotional material such as the prospectus, the website or social media;
- 6.15.2 press and media purposes;
- 6.15.3 educational purposes as part of the curriculum or extra-curricular activities.

The College may seek specific consent from the Parents before using a photograph or video recording where the College considers that the use is more privacy intrusive. Where the Pupil is of sufficient maturity (when aged 13 years or older) we may seek the Pupil's specific prior consent in addition to or instead of the Parents' consent. We would not disclose the home address of the Pupil without the Parents' consent.

Please see the College's privacy notice document which is published on our website for more information about the use of photographs and images.

6.16 REQUEST FOR CONFIDENTIALITY:

The Parents may ask Us to keep information about the Pupil confidential. For example, you may ask Us not to use photographs of the Pupil in promotional material or ask Us to keep the fact that the Pupil is on the College roll confidential. If the Parents would like information about the Pupil to be kept confidential, they must immediately contact the Principal in writing, requesting an acknowledgment of their letter.

6.17 TRANSPORT:

The Parents' consent to the Pupil travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type, for College activities only.

6.18 PUPIL'S PERSONAL PROPERTY:

The Pupil is responsible for the security and safe use of all his / her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to them by the College.

6.19 INSURANCE:

The Parents are responsible for insurance of the Pupil's personal property whilst at College or on the way to and from College or any College-sponsored activity away from College premises.

6.20 COLLEGE'S LIABILITY:

Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the College does not accept responsibility for accidental injury or other loss caused to the Pupil or the Parents or for loss or damage to property.

7. HEALTH AND MEDICAL MATTERS

7.1 MEDICAL DECLARATION:

The Parents will be asked to complete a Confidential Medical Registration Form and Medical Treatment Consent Form concerning the Pupil's health and must inform the Principal in writing if the Pupil develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities or has been in contact with anyone with an infectious or contagious disease.

7.2 MEDICAL CARE:

If a boarder, the Pupil must be registered on the list of the College Nurse while a pupil at the College. The Parents must comply with the College Nurse's recommendations which may include a reasonable decision to release the Pupil home or to his / her education guardian when he / she is unwell.

7.3 HEALTH ASSESSMENT:

The Pupil will have a routine health assessment with the College Nurse or doctor appointed by him / her, usually during the first Term at the College. Arrangements can be made on request for the Parents to be present, but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding.

7.4 PUPIL'S HEALTH:

The Principal may at any time require a medical opinion or certificate as to the Pupil's general health where the Principal considers it necessary as a matter of professional judgement in the interests of the Pupil and / or the College community. The Pupil if of sufficient age and maturity is entitled to insist on confidentiality which can be overridden in the Pupil's own interests or where necessary for the protection of other members of the College community.

7.5 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.

7.6 EMERGENCY MEDICAL TREATMENT:

The Parents authorise the Principal to consent on their behalf to the Pupil receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents or second emergency contact cannot be contacted in time.

8. BEHAVIOUR AND DISCIPLINE

8.1 COLLEGE REGIME:

The Parents accept that the College will be run in accordance with the authorities delegated by the Directors to the Principal. The Principal is entitled to exercise a wide discretion in relation to the College's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Pupil is at issue.

8.2 CONDUCT AND ATTENDANCE:

We attach importance to courtesy, integrity, good manners, good discipline, and respect for the needs of others. The 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.

8.3 COLLEGE RULES:

The College rules which apply are set out in our:

- 8.3.1 Anti-Bullying Policy;
- 8.3.2 Attendance Policy;
- 8.3.3 Behaviour & Discipline Policy;
- 8.3.4 Expulsion & Removal Policy;
- 8.3.5 Pupil access to risky areas policy; and
- 8.3.6 Standing Rules & Regulations
- 8.3.7 Pupil privacy notice

These and other documents published from time to time are available upon request or on the College's website. The Parents are requested to read these documents carefully with the Pupil, as it will be a requirement of our pupil induction that the pupil accepts and agrees to these rules, before they accept the offer of a place.

8.4 COLLEGE DISCIPLINE:

The Parents accept the authority of the Principal and of other members of staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Pupil and the College community as a whole. The College's disciplinary policy which is current at the time and published on the College website applies to all pupils when they are on College premises, or in the care of the College, or wearing College uniform/kit, or otherwise representing or associated with the College.

8.5 INVESTIGATIVE ACTION:

A complaint or rumour of misconduct will be investigated by the Principal. The Pupil may be questioned, and his / her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that 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.

8.6 PROCEDURAL FAIRNESS:

Investigation of a complaint that could lead to Expulsion, Removal or Withdrawal of the Pupil (each as defined in Clause 8.10) 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 Principal 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.

8.7 DIVULGING INFORMATION:

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

8.8 DRUGS AND ALCOHOL:

The Pupil may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of College rules or policy. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.

8.9 SANCTIONS:

The College's current policies on sanctions are available to the Parents on request before they accept the offer of a place.

Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the College or external community, detention for a reasonable period, withdrawal of privileges or suspension, or alternatively being removed or expelled.

8.10 DEFINITIONS OF SANCTIONS:

The definitions in this clause apply in these TERMS AND CONDITIONS.

Expulsion: means that the Pupil is required to leave the College permanently in circumstances described in clause 8.11

Removal: means that the permanent removal of the Pupil from the College is required in circumstances described in clause 8.13.

Suspension: means that the Pupil is sent or released home for a limited period as either a disciplinary sanction or the Principal requires him/her to remain away from the College in the circumstances described in clause 6.1 above or pending the outcome of an investigation or pending a Directors' Review.

Withdrawal: has the meaning set out in clause 9.10.

8.11 EXPULSION:

The Pupil may be formally expelled from the College if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Principal shall act with procedural fairness in all such cases. The Principal's decision to expel shall be subject to a Directors'

Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the College pending the outcome of the Review. See clause 8.16 and clause 8.17.

8.12 FEES FOLLOWING EXPULSION:

If the Pupil is expelled, there will be no refund of the Fees for the current or past Terms, but the Entry Enrolment Deposit will be refunded without interest less any sums owing to the College. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the College, all arrears of Fees and any other sums due to the College will become immediately due and payable.

8.13 REMOVAL IN OTHER CIRCUMSTANCES:

The Parents may be required to remove the Pupil permanently from the College or from boarding if, after consultation with the Parents and if appropriate the Pupil, the Principal is of the opinion that:

8.13.1 by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the College; or

8.13.2 if the Parents have treated the College or members of its staff unreasonably; then

in these circumstances, and at the sole discretion of the Principal, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Principal shall act with procedural fairness in all such cases and shall have regard to the interests of the Pupil and the Parents as well as those of the College. The Principal's decision to require the Removal of the Pupil shall be subject to a Directors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Pupil shall be suspended from the College pending the outcome of the Review. See clause 8.16 and clause 8.17.

8.14 FEES FOLLOWING REMOVAL:

If the Pupil is removed or withdrawn in the circumstances described in clause 8.13, the provisions relating to Fees shall be as set out in clause 8.12 save that the Entry Enrolment Deposit will be refunded without interest less any sums owing to the College.

8.15 LEAVING STATUS:

The College reserves the right to record the leaving status of the Pupil on the Pupil's file immediately after Expulsion or Removal or Withdrawal.

8.16 DIRECTORS' REVIEW:

The Parents may request a review by Directors (Directors' Review) of a decision to expel or require the Removal of the Pupil from the College or from boarding (but not a decision to suspend the Pupil unless the suspension is for 11 College days or more or would prevent the Pupil taking a public examination). The Principal will advise the Parents of the procedure (current at that time) under which a Directors' Review shall be conducted when they inform the Parents of their decision. A Directors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

8.17 PUPIL'S STATUS PENDING REVIEW:

If the Parents request a Directors' Review, the Pupil will be suspended from College until the review procedure has been completed. While suspended, the Pupil shall remain away from College and will have no right to enter College premises during that time without written permission from the Principal.

8.18 COMPLAINTS PROCEDURE:

A complaint about any matter of College policy or administration not involving an Expulsion or Removal of the Pupil must be made in accordance with the College's complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

9. PROVISIONS ABOUT NOTICE

9.1 TERM:

Means the period between and including the first and last days of the relevant College term, as published on the website.

9.2 NOTICE:

Means (unless the contrary is stated in these TERMS AND CONDITIONS) a Term's written notice given by:

9.2.1 both Parents; or

9.2.2 one of the Parents with the prior written consent of the other Parent; and

9.2.3 in either case the prior written consent of any other person with Parental Responsibility where appropriate

before the first day of Term addressed to and received by the Principal personally or the Chief Operating Officer on the Principal's behalf. It is expected that the Parents will consult with the Principal before giving Notice to withdraw the Pupil. The Parents should contact the College if no acknowledgement of the Notice is received from the College within seven days of the date of the Notice. Please also see clause 9.11.

9.3 A TERM'S WRITTEN NOTICE:

Means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if:

9.3.1 the Parents wish to cancel the place after acceptance; or

9.3.2 except where clause 9.11 applies, the Parents wish to withdraw the Pupil who has entered the College; or

9.3.3 the Parents or the Pupil wish(es) to transfer from boarding to day status or vice versa, or between being a football academy pupil and non-football academy pupil or vice versa, or to cease music instrument tuition;

9.3.4 the college would under exceptional emergency circumstances consider a change of status as outlined in 9.3.3 on a pro rata basis where reasonable and proportionate to the business needs of the College, at the Principal's discretion.

9.4 PROVISIONAL NOTICE:

Is valid only for the Term in which it is given. Provisional notice must be given in writing and received by the Principal personally or the Chief Operating Officer on the Principal's behalf.

9.5 FEES IN LIEU OF NOTICE:

In circumstances where the Parents have not given a Term's Written Notice where required by these TERMS AND CONDITIONS, Fees in lieu of Notice means Fees in full at the rate applicable for the next Term following Withdrawal and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. One Term's Fees In lieu of Notice represents a genuine pre-estimate of the College's loss in these circumstances, and sometimes the actual loss to the College will be much greater. This rule is necessary to promote stability and the College's ability to plan its staffing and other resources.

In the case of Parental request to transfer from the Football Academy to Non-Football Academy course, a full term's notice is required, in writing to the Director of Admissions.

9.6 CANCELLATION:

Means the cancellation of a place at the College which has been accepted by the Parents and which occurs before the Pupil enters the College or where the Pupil does not enter the College. Please see clause 3.1 for details of when Entry to the College occurs.

9.7 CANCELLATION OF THE PLACE:

The Cancellation of the place after acceptance can cause long-term loss to the College if it occurs after other families have taken their decisions about schooling for their children. A genuine pre-estimate of loss is Fees for between one and five years. Nonetheless, the College agrees to limit the liability of the Parents to:

- One Term's Fees at the rate payable for the Term of Entry (not limited to the parental contribution in the case of a scholarship, bursary or other award or fee reduction) without loss to the College if less than a Term's Written Notice of Cancellation has been given.
- Cases of serious illness or genuine hardship may receive special consideration on written request.

9.8 WITHDRAWAL:

Means the withdrawal of the Pupil from the College by the Parents or the Pupil with or without Notice required under these TERMS AND CONDITIONS at any time after the Pupil has entered the College. Please see clause 3.1 for details of when Entry to the College occurs. See also clause 4.6, clause 9.9, clause 9.10 and clause 9.11.

9.9 WITHDRAWAL AT THE END OF YEAR 11:

The Parents must give written Notice in accordance with these TERMS AND CONDITIONS before the start of the Summer Term in Year 11 if the Pupil is to be withdrawn at the end of year 11. If such Notice is not provided one Term's Fees in lieu of Notice will be due and payable as a debt immediately unless the place is filled immediately and without loss to the

College. The College reserves the right to offset the Entry Enrolment Deposit, if paid, against the Term's Fees.

9.10 WITHDRAWAL BY THE PARENTS:

If the Pupil is withdrawn on less than a Term's Written Notice by these TERMS AND CONDITIONS or excluded for more than 28 days for non-payment of Fees as set out in clause 4.6, Fees in lieu of Notice will be due and payable as a debt immediately. The College reserves the right to offset the Entry Enrolment Deposit, if paid, against the Term's Fees in lieu of notice.

9.11 WITHDRAWAL BY THE PUPIL:

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

9.12 PRIOR CONSULTATION:

It is expected that the Parents, or duly authorised education guardian, will consult personally with the Principal or with the Director of Admissions before Notice of Withdrawal is given by the Parents.

9.13 TRANSFER BETWEEN BOARDING AND DAY STATUS/FOOTBALL AND NON-FOOTBALL:

Before providing the Notice required under clause 9.3.3, the Parents must obtain the express permission of the Principal in writing if the Parents or the Pupil wishes to change from boarding to day status or vice versa. At the discretion of the Principal, the College has the right to postpone or refuse a transfer request and the Principal will consider the best interests of the Pupil and the College in reaching the decision. Any such place is subject to the availability of places.

9.14 DISCONTINUING EXTRA TUITION (INCLUDING MUSIC LESSONS):

A Term's Written Notice is required to discontinue extra tuition or a Term's Fees for the extra tuition will be immediately payable in lieu of Notice, as a debt.

9.15 TERMINATION BY THE COLLEGE:

The College may terminate this CONTRACT;

9.15.1 on one Term's notice in writing. The College will not terminate this CONTRACT agreement without good cause and full consultation with the Parents and also the Pupil (if of sufficient maturity and understanding). The Entry Enrolment Deposit will be refunded without interest less any outstanding balance of Fees and expenses; or

9.15.2 on reasonable notice if, in the professional opinion of the Principal, the College is unable to provide all or a significant proportion of the educational services to the Pupil; or

9.15.3 immediately, where the Pupil does not have the appropriate immigration permission to live in the United Kingdom and to study at the College.

10. EVENTS BEYOND THE CONTROL OF THE PARTIES

10.1 FORCE MAJEURE:

Any circumstances not within an event beyond the reasonable control of the College or the Parents is a Force Majeure Event and shall include (but not be limited to) such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation, implementation of national or local Government restrictions.

10.2 NOTIFICATION:

If either the College or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

10.3 CONTINUED FORCE MAJEURE:

If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

10.4 TERMINATION:

If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 10.2 may terminate this CONTRACT by providing at least three working days' notice in writing to the other party.

11. GENERAL CONTRACTUAL MATTERS

11.1 DATA PROTECTION:

The College has privacy notices which explain how the College will use the Parent's and the Pupil's personal data. The privacy notices are also published on the College's website. The Parents must read these privacy notices before accepting the offer of a place at the College. If the Pupil is going to enter Year 7 and is below the age of 13, the Parents must show the Pupil a copy of the pupil privacy notice and discuss it with the Pupil before accepting the offer of a place.

11.2 CHANGE:

The College, as any other, is likely to undergo a number of changes during the period of this CONTRACT. 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 CONTRACT may be freely assigned by Brooke House College Limited (or any successor), to another party at its discretion.

11.3 CONSUMER RIGHTS:

Care has been taken to use plain language and to give clear explanations in these TERMS AND CONDITIONS. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these TERMS AND CONDITIONS affects the Parents' statutory rights.

11.4 CONSULTATION:

It is not practicable to consult with the Parents and the Pupil over every change that may take place. Whenever practicable, the College will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice in writing of:

- 11.4.1 a change of ethos or culture; or
- 11.4.2 a change in any physical aspect of the College which would have a significant effect on the Pupil's education or pastoral care; or
- 11.4.3 a change of ownership of the College.

11.5 INFORMATION FOR PARENTS:

We provide parents of prospective pupils with information about the College and the educational services we provide in good faith. This information may be contained in the College's prospectus / website / promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this CONTRACT, they should seek specific confirmation from the Principal that the information is accurate before returning a completed Registration form to the College.

11.6 THIRD PARTY RIGHTS:

Only the College and the Parents are parties to this contract. Neither the Pupil nor any third party is a party to this CONTRACT, nor shall they have any rights to enforce any term of it.

11.7 INTERPRETATION:

These TERMS AND CONDITIONS supersede any previously in force, and together with the documents referred within, 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 these TERMS AND CONDITIONS.

11.8 JURISDICTION:

This CONTRACT was made at the College and it, together with each matter relating to the provision of educational services by the College, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.



BROOKE HOUSE COLLEGE ENGLAND

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