

Terms and Conditions



Lancing College

A INTRODUCTION

- 1 These **Terms and Conditions** reflect the custom and practice of independent schools for many generations and together with the letter of offer, Acceptance Form, the Conditions of Award if applicable and the Fees List they form the basis of a legal contract between the Parents and the College for educational services. These Terms and Conditions are intended to promote the education and welfare of the pupils and the stability, forward-planning, proper resourcing and development of the College.
- 2 **Variations:** these Terms and Conditions, the Conditions of Award and the Fees List are subject to change from time to time.
- 3 **Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out at **Sections H & I** below.
- 4 **Managing Change:** This school, as any other, is likely to undergo a number of changes during the time your child is a Pupil here. Please see **Section K** for further details of the changes that may be made and the consultation and notice procedures that will apply.
- 5 **Documents referred to:** Before accepting the offer of a place, Parents and Pupils receive a copy of the College Rules and the Fees List. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions. Please refer to **Section K**.

B TERMINOLOGY

- 6 **"The College"/"We"/"Us"** means as applicable Lancing College Limited which includes Lancing College or Lancing College Preparatory School at Hove or its wholly owned subsidiary Lancing College Preparatory School at Worthing Limited as now or in the future constituted. These Companies are constituted as charitable companies limited by shares. Lancing College Limited is a wholly owned subsidiary of the Woodard Corporation. The College comprises:
 - 6.1 Lancing College Preparatory School at Hove - a day school for girls and boys aged 3-13 years;
 - 6.2 Lancing College Preparatory School at Worthing - a day school for girls and boys aged 2-13 years;
 - 6.3 Lancing College - a day and boarding school for girls and boys aged 13-18 years.
- 7 **"School Governors"/"Governing Body"** means the Governors of the College who are appointed from time to time under the terms of the governing instrument referred to above and who are responsible for governance of the College.
- 8 **"The Head Master"** means the Head Master of the College as appointed by the Governing Body. The Head Master is responsible for the day-to-day running of the College and that expression includes those to whom any duties of the Head Master or of the Governing Body have been delegated.
- 9 **"The Parents"/"You"** means any person who has signed the Acceptance Form. The Parents

are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions. Fees payable by a third party (for example an employer, grandparent or step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the College, the Parents and the third party. Please also see clauses 93 and 115.

- 10 **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.
- 11 **"The Pupil"** means the child named on the Acceptance Form. The age of the Pupil will be calculated in accordance with UK custom.

C ADMISSION AND ENTRY TO THE COLLEGE

- 12 **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 us and the non-returnable Registration Fee paid. Admission will be subject to the availability of a place and the Pupil and Parents satisfying the admission requirements at the time. **"Admission"** occurs when Parents accept the offer of a place. **"Entry"** is the date when a Pupil attends the College for the first time under these terms and conditions.
- 13 **Equal Treatment:** The College 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, Pupils and members of the Staff who have disabilities for whom, after reasonable adjustments, we can cater adequately.
- 14 **Offer of a Place and Deposit:** A deposit ("**Acceptance Deposit**") as shown on the Fees List for the relevant year will be payable when Parents accept the offer of a place. The deposit will be retained in the general funds of the College until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the College on leaving, unless otherwise stated in these Terms and Conditions or unless the Parent wishes to donate the deposit to the College's Foundation. Please also see clause 81.
- 15 **Additional Deposit:** For reasons of administration, the right is reserved to require payment of an **Additional Deposit**, as shown on the Fees List for the relevant year, as a deposit in the case of a Pupil whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the College until the Pupil leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the College on leaving, unless stated otherwise in these Terms and Conditions. Please also see clause 81.
- 16 **Immigration:** The College currently holds a licence to sponsor international students under Tier 4 of the points based system of immigration. The Parents must inform the Head Master 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.

D PASTORAL CARE

- 17 **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 our College community and the rights and freedoms of others.
- 18 **Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the College where the Parents seek action by Us must be notified to the College as soon as practicable. A copy of the College's Complaints Procedure can be supplied on request. **See also clause 74 below.**
- 19 **Pupil's Rights:** The Pupil, if of sufficient maturity and understanding, has certain legal rights which the College must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with his or her parents. If a conflict of interests 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.
- 20 **Head Master's Authority:** The Parents authorise the Head Master to take and/or authorise in good faith all decisions which the Head Master considers on proper grounds will safeguard and promote the Pupil's welfare.
- 21 **Ethos:** The ethos of the College must be such as to foster good relationships between members of the staff, the Pupils themselves and between members of the staff and Pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The College and its staff will act fairly in relation to the Pupils and Parents and we expect the same of Pupils and Parents in relation to the College.
- 22 **Physical Contact:** The Parents consent to such physical contact with the Pupil:
- 22.1 as may accord with good practice, or
 - 22.2 as may be appropriate and proper for teaching and instruction, or
 - 22.3 for providing comfort to the Pupil in distress, or
 - 22.4 to maintain safety and good order, or
 - 22.5 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 extra-curricular programme. The Parents acknowledge that while the College will provide appropriate supervision the risk of injury cannot be eliminated.

- 23 Disclosures:** The Parents must, as soon as possible, disclose to the College in confidence:
- 23.1 any known medical condition, health problem or allergy affecting the Pupil;
 - 23.2 any history of a learning difficulty on the part of the Pupil;
 - 23.3 any disability, special educational need or any behavioural, emotional or social difficulty on the part of the Pupil;
 - 23.4 any family circumstances, court proceedings or court order which might affect the Pupil's welfare or happiness;
 - 23.5 or any concerns about the Pupil's safety;
 - 23.6 any change in the financial circumstances of Parent/s of a Pupil awarded a bursary by the College.
- 24 Confidentiality:** The Parents authorise the Head Master to override their own and (so far as they are entitled to do so) a Pupil's rights of 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, teachers and other employees of the College 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:
- 24.1 e-mail;
 - 24.2 the internet; and
 - 24.3 mobile electronic devices.
- See also the College's policy on acceptable use of IT and e-mail.
- 25 Special Precautions:** The Head Master needs to be aware of any matters that are relevant to the Pupil's safety and security. The Head Master 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 Head Master, 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.
- 26 Leaving College Premises:** We will do all that is reasonable to ensure that your child remains in the care of the College during school hours but we cannot accept responsibility for the Pupil if he/she leaves College premises in breach of College Rules and Regulations. The College is not legally entitled to prevent a pupil aged 16 years or over from leaving College premises during College hours.
- 27 Residence during Term Time:** Pupils, except when boarding, are required during term time and at weekends, *exeats* (permitted periods of time away from College) and half term, to live with a Parent or legal guardian or with an education guardian acceptable to the College. The Head Master must be notified in writing immediately if a Pupil will be residing during term time under the care of someone other than a Parent.
- 28 Communications from 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 unless there is clear evidence of a contrary view. 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 76.

- 29 **Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the College must be told in writing the name, address and telephone number for twenty-four hour contact of the adult who will have the care of the Pupil.
- 30 **Education Guardians:** The Parents if resident outside the United Kingdom must 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 guardians must make holiday arrangements, including travel to and from the College, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents but the College may be able to assist by providing Parents with the names of agencies or individuals who have acted as education guardians in the past. 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.
- 31 **Photographs or Images (including Video Recordings):** The College may obtain and use photographs or images (including video recordings) of the Pupil for:
- 31.1 use in the College's promotional material such as the prospectus, the website or social media;
 - 31.2 press and media purposes;
 - 31.3 educational purposes as part of the curriculum or extra-curricular activities.
- Please see the College's privacy notice and the College's Taking, Storing and Using Images of Children policy, which are both available on the College Website, for more information about how the College uses photographs and videos of pupils. The College may seek specific consent from the Parents before using a photograph or video recording of the Pupil where the College considers that the use is privacy intrusive. Where the Pupil is of sufficient maturity (usually when aged 12 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.
- 32 **Request for Confidentiality:** If the Parents do not want the Pupil's photograph or image to appear in any of the College's promotional material they must make sure that the Pupil knows this and must write immediately to the Head Master requesting an acknowledgement of their letter.
- 33 **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.
- 34 **Pupil's Personal Property:** The Pupil is responsible for the security and safe use of all his/her personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the College.
- 35 **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.

- 36 **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 Parents or for loss or damage to property.

E HEALTH AND MEDICAL MATTERS

- 37 **Medical Declaration:** The Parents will be required to complete a Medical Information and Consent Form concerning the Pupil's health and must inform the Head Master 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.
- 38 **Medical Care:** If a boarder, the Pupil must be registered on the list of the College Medical Officer while a Pupil at the College. Parents must comply with the College Medical Officer's recommendations which may include a reasonable decision to release the Pupil home when he/she is unwell.
- 39 **Medical Examination:** All new Pupils in the Senior School, day and boarding, will have a routine medical examination with one of the nursing sisters in the Medical Centre and, in addition, all new boarding Pupils will have a medical examination with the College Medical Officer (or other doctor appointed by him), 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.
- 40 **Pupil's Health:** The Head Master may at any time require a medical opinion or certificate as to the Pupil's general health where the Head Master considers that 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.
- 41 **Medical Information:** Throughout a Pupil's time as a member of the College, the College Medical Officer shall have the right to disclose confidential information about the Pupil if 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.
- 42 **Emergency Medical Treatment:** The Parents authorise the Head Master to consent on behalf of the Parents to the Pupil's receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

F EDUCATIONAL MATTERS

- 43 **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 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.

- 44 **Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Head Master, 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 significant changes to the curriculum and the reasons for them as soon as practicable. If the Parents have specific requirements or concerns about any aspect of their child's education or progress they should contact the Pupil's Housemaster/mistress in the Senior School and Form teacher in the Prep School, as soon as possible, or contact the Head Master in the case of a serious concern.
- 45 **Progress Reports:** The College shall monitor the progress of each Pupil and report regularly to Parents by means of classifications, Parent/staff meetings and full written reports.
- 46 **Sex Education:** All Pupils 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 that they do not wish their child to take part in this aspect of the curriculum.
- 47 **Public Examinations:** The Head Master may, after consultation with a Parent and Pupil, decline to enter a Pupil's name for a public examination if, in the exercise of his professional judgement, the Head Master 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 the College staff.
- 48 **Reports and References:** Information supplied to Parents and others concerning the progress and character of a Pupil, and about examinations, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the College.
- 49 **Learning Difficulties:** The College will do all that is reasonable in the case of each Pupil 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 medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- 50 **Screening for Learning Difficulties:** The screening tests available to schools are indicative only: they are not infallible. 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.
- 51 **Information about Learning Difficulties:** The Parents shall notify the Head Master in writing at any time if they are aware or suspect that a Pupil has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. The Pupil's place will be cancelled, or, once the Pupil has started, the Parents will be asked to withdraw the Pupil, without further charge if, in the professional judgement of the Head Master and after consultation with the Parents and with the Pupil (where appropriate), the College cannot provide adequately for a 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.

- 52 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 the Upper Sixth Year (Year 13). Parents will be consulted before the end of the Lent Term if there appears to be any reason why the Pupil may be refused a place at the next stage of the College. **Parents must give a Term's Notice in writing** (i.e. before the start of the Summer Term) **in accordance with the Provisions about Notice (in section H) if they do not intend their child to proceed to the next stage of the College, or a Term's Fees in lieu of notice will be payable.**
- 53 Intellectual Property:** Where the Pupil creates a copyright work, including where the work is created jointly with a member of staff or another pupil, the College may use that work for the purpose of promoting the interests of the College, including exhibiting it, publishing it in the College magazine or putting it or a copy of it on the College's intranet or public website.
- 54 Pupil's Original Work:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining the Pupil's original work until, in the professional judgement of the Head Master, 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 Head Master and staff.
- 55 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. Unless Parents specifically notify the College in writing that they do not wish the Pupil to take part in a specific educational visit, by signing the Acceptance Form or agreeing to be bound by these Terms and Conditions the Parents consent to the Pupil taking part in all educational visits. These include:
- 55.1** off-site activities involving Pupils aged 5 or under; or
 - 55.2** visits (including overnight or residential stays) which take place during the weekends or school holidays; or
 - 55.3** non- routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day; or
 - 55.4** adventure activities which may take place at any time; or
 - 55.5** visits that cost less than £75.
- The Parents agree that the Pupil shall be subject to College discipline in all respects whilst engaged in an educational visit.
- 56 The Cost of Educational Visits:** The College will advise the Parents in advance of any additional costs associated with an educational visit, including those visits described in clause 55.1 to 55.4 above. The cost of such a visit or any visit with a cost in excess of that stated in clause 55.5 will be payable in advance and may be subject to a separate agreement All additional costs of special measures (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 bill. The College reserves the right to prevent the Pupil from taking part in an educational visit while overdue Fees remain unpaid.

G BEHAVIOUR AND DISCIPLINE

- 57 **College Regime:** The Parents accept that the College will be run in accordance with the authorities delegated by the Governing Body to the Head Master. The Head Master 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 a Pupil is at issue.
- 58 **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will take a full part in the activities of the College including attendance at Chapel services as required by the College, will attend each school day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules about the wearing of uniform. The Parents also warrant that they will treat the College and members of the College community reasonably.
- 59 **College Rules:** The College Rules and Regulations which apply are set out in the Calendar, the Pupil Handbooks and other documents published from time to time. Parents should ensure that they read these documents carefully with the Pupil before they accept the offer of a place.
- 60 **College Discipline:** The Parents hereby confirm that they accept the authority of the Head Master and of other members of Staff on the Head Master's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Pupil and the College community as a whole. The College's policies on behaviour and discipline current at the time and published on the College website apply to all pupils at the College and at all times when the Pupil is in or at College, representing the College or wearing College uniform, travelling to or from College, on College-organised trips or associated with the College at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the College community or a member of the public, have repercussions for the orderly running of the College or bring the College into disrepute.
- 61 **Investigative Action:** An allegation, complaint or rumour of misconduct will be investigated. 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. The Parents will be informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, unless the College is prevented from doing so by the Police if they are involved. If considered necessary, the College may make arrangements for legal representation for the Pupil to be funded at the Parents' expense.
- 62 **Procedural Fairness:** Investigation of an allegation, complaint or rumour which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Head Master before a decision is taken in such a case. In the absence of the Parents or the education guardian, the Pupil will be assisted by a member of the teaching staff of his/her choice.
- 63 **Divulging Information:** Except as required by law, the College and its staff shall not 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 the complaint or which the Head Master has acquired during an investigation.

- 64 **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. The costs of such tests will be at the Parents' expense. A sample or test in these circumstances will not form part of the Pupil's permanent medical record.
- 65 **Terminology:** In these Terms and Conditions "**Suspension**" means that a Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or a Governors' Review. "**Withdrawal**" has the meaning set out in clause 84. "**Expulsion**" means that the Pupil is required to leave the College permanently in circumstances described in clause 67. "**Removal**" means that the permanent removal of the Pupil from the College is required in circumstances described in clause 69.
- 66 **Sanctions:** The College's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include 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, Suspension or Removal or Expulsion.
- 67 **Expulsion:** A 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 College discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Head Master shall act with procedural fairness in all such cases. The Head Master's decision shall be subject to a Governors' Review if requested by a Parent. At the point at which the decision to expel is made, parents will be given a copy of the review procedure current at the time. The Pupil shall remain away from College pending the outcome of the Review (see "Governors' Review" below).
- 68 **Fees following Expulsion:** If the Pupil is expelled, there will be no refund of the Acceptance Deposit or of Fees for the current or past terms, but the Additional Deposit (if paid) 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 sum due to the College will be payable.
- 69 **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 Head Master is of the opinion that the Pupil has committed a breach or breaches of College rules or discipline for which Removal is the appropriate sanction; or; by reason of the Pupil's conduct 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 if one or both of the Parents have treated the College or members of the College community unreasonably. In these circumstances and at the sole discretion of the Head Master, Withdrawal of the Pupil by the Parents may be permitted as an alternative to Removal being required. The Head Master shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the College. The Head Master's decision to require the Removal of the Pupil shall be subject to a Governors' Review if requested by the Parents. At the point at which the decision to require Removal is made, 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 72 and clause 73.

- 70 **Fees following Removal:** If the Pupil is removed or withdrawn in the circumstances described above, the provisions relating to Fees shall be as set out in clause 68 save that the Acceptance Deposit and Additional Deposit, if paid, will be refunded without interest less any sums owing to the College.
- 71 **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.
- 72 **Governors' Review:** The Parents may ask for a Governors' Review of a decision to expel or require the removal of a Pupil from the College or from boarding (but not a decision to suspend a Pupil unless the suspension is for 13 school days or more, or would prevent the Pupil taking a public examination). The Head Master will advise the Parents of the Governors' Review procedure current at that time when he informs the Parents of his decision. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.
- 73 **Pupil's status pending Review:** The Head Master will advise the Parents of the procedure (current at that time) under which a Governors' Review will be conducted by a panel of up to three Governors (including an independent member if requested). If Parents request a Governors' 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 Head Master.
- 74 **Complaints Procedures:** A complaint as described above which does not involve Expulsion or Removal of the Pupil must be made in accordance with the College's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

H PROVISIONS ABOUT NOTICE

- See also section F "Moving up the College" and section G.

- 75 **Term:** means the period between and including the first and last days of the relevant term.
- 76 **Notice:** means (unless the contrary is stated in these Terms and Conditions) a **Term's written notice given by:**
- 76.1 **both Parents; or**
 - 76.2 **one of the Parents with the prior written consent of the other parents; and**
 - 76.3 **in either case prior written consent of any other person with Parental Responsibility where appropriate**

before the first day of Term **addressed to and received by the Head Master personally** or signed for by the Head Master's secretary or the Bursar on the Head Master's behalf. It is expected that Parents will consult with the Head Master before giving notice to withdraw the Pupil.

- 77 **"A Term's Written Notice":** means Notice given before the first day of a Term and expiring at the end of that Term. A Term's Written Notice must be given if the Parents **wish to cancel a**

place after acceptance, or if the Parents **wish to Withdraw a Pupil** who has entered the College; or if, following the GCSE year or AS Level year, **the Pupil will not return for the following year** even if he/she has achieved the required grades.

- 78 **Provisional Notice:** is valid only for the Term in which it is given. Provisional notice must be given in writing and received by the Head Master personally or the Bursar on the Head Master's behalf.
- 79 **Fees in Lieu of Notice:** In circumstances where the Parents have not given a Term's Written Notice, Fees in lieu of notice means Fees in full at the rate applicable for the next Term following Withdrawal and not limited to the parental contribution in the case of a scholarship, 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.
- 80 **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 12 for details of when entry to the College occurs.
- 81 **Cancellation Rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either parent meeting face to face with a member of the College staff during the contractual process, the Parents may cancel this agreement at any time within 14 days of the date of the acceptance form. In such circumstances the Acceptance Deposit and the Additional Deposit, if paid, will be refunded together with any Fees paid pro-rated if the College has provided any educational services under this agreement.
- 82 **Cancelling Acceptance:** 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 after the expiry of the 14 day period described in clause 81 above. A genuine pre-estimate of loss is fees for between one and five years. Nonetheless, the College agrees to limit the Parents' liability to:
- 82.1 one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt if less than a Term's Written Notice of Cancellation has been given. The College reserves the right to offset the Additional Deposit, if paid, against the Term's Fees; or
- 82.2 the Acceptance Deposit if more than a Term's Notice has been given unless the place is filled immediately and without loss to the College.

If the place is filled immediately and without loss to College the right is reserved to retain a proportion of the Acceptance Deposit to cover the College's reasonable expenses in filling the place. Cases of serious illness or genuine hardship may receive special consideration on written request.

- 83 **Cancelling a Place Offered in the Term before Entry:** Save where clause 81 applies, if the offer of a place is made in the Term immediately prior to the Term of Entry the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the Acceptance Form. The Acceptance Deposit will be then be retained by the College. If the Parents give Notice of Cancellation after this date or give no Notice of Cancellation they will incur a liability to pay one Term's Fees at the rate payable for the Term of Entry, less the Acceptance Deposit, payable as a debt. The College reserves the right to offset the Additional Deposit, if paid,

against the Term's Fees.

- 84 **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 12 for details of when Entry to the College occurs. Please see also clause 85 and clause 87.
- 85 **Withdrawal by Parents:** If a Pupil is withdrawn on less than a Term's Written Notice, or excluded for more than 28 days for non-payment of Fees, Fees in lieu of notice less the Acceptance Deposit will be immediately due and payable as a debt unless the place is filled immediately and without loss to the College. The College reserves the right to offset the Additional Deposit, if paid, against the Term's Fees.
- 86 **Prior Consultation:** It is expected that the Parents or duly authorised education guardian will in every case consult personally with the Head Master or with the Head Master's authorised Deputy before Notice of Withdrawal is given.
- 87 **Withdrawal by Pupil:** The Pupil's decision to withdraw from the College shall, for these purposes, be treated as a withdrawal by the Parents.
- 88 **Discontinuing Extras:** A half 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 as a debt.
- 89 **Change of Boarding/Day Status:** The Parents must first obtain the express permission of the Head Master in writing if the Parents or the Pupil wishes to change from boarding to day status. Once permission has been received the Parents must give a Term's Written Notice of the change. If a Term's Written Notice is not received the difference between the rate applicable for the current type of place and the new type of place for the next Term will be payable as a debt immediately unless the place is filled immediately and without loss to the College. At the discretion of the Head Master, the College has the right to postpone or refuse a transfer request and the Head Master 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.
- 90 **Termination by the College:** The College may terminate this agreement **on one Term's written notice sent by ordinary post**. The College will not terminate the contract without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any outstanding balance of the account.

I FEES

- 91 **Meaning:** "Fees" may include alone or in combination any of the Registration Fee, the Acceptance Deposit, the Additional Deposit, tuition fees, boarding fees, fees for extra tuition, other extras such as House charges, clothing and equipment, photographs and other items ordered by the Parent or the Pupil and charges arising in respect of educational visits, or damage where a 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 arising from default in Fees payment and late payment charges if incurred.
- 92 **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 before the commencement of the College Term to which they relate. If an item on the bill is under query, the balance of that bill 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.

- 93 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 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 Bursar. The College reserves the right to refuse a payment from a third party.
- 94 Indemnity:** The Parents shall indemnify the College against all losses, expenses (including legal expenses) and interest suffered or incurred by the College if the College is required to repay all or part of any sum paid to it by a third party credit provider on behalf of the Parents.
- 95 Refund/Waiver:** Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund, Fees will not be refunded or waived if:
- 95.1** the Pupil is absent through sickness; or
 - 95.2** a Term is shortened or a vacation extended; or
 - 95.3** the Pupil is released home after public examinations or otherwise before the normal end of Term; or
 - 95.4** the College is temporarily closed due to adverse weather conditions; or
 - 95.5** for any reason other than exceptionally and at the sole discretion of the Head Master in a case of genuine hardship.

See also Section J for information about the rules on events beyond the control of the parties.

- 96 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 H. Exclusion on these grounds is not a disciplinary matter and the right to a Governors' Review will not normally arise. The College may also withhold any information, character references or property while Fees are unpaid where it is lawful to do so.
- 97 Late Payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the College, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis which is a genuine pre-estimate of the cost to the College of a default. The Parents shall also be liable to pay all costs, fees and charges including legal fees and costs reasonably incurred by the College in the recovery of unpaid Fees regardless of the value of the College's claim.
- 98 Part Payment:** Any sum tendered that is less than the sum due and owing may be accepted by the College on account only. Late payment charges will be applied to any unpaid balance of Fees as set out in clause 97.
- 99 Appropriation:** Save where the Parents expressly state the contrary, the College shall allocate payments made to the earliest balance on the Fees account. The Parents agree that a payment

made in respect of one child may be appropriated by the College to the unpaid account of any other child of those Parents.

- 100 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.
- 101 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.
- 102 Scholarships and Bursaries:** Every scholarship, exhibition, 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 our 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. A copy of the College's Bursary Policy is available from the College on written request.
- 103 Fee Increases:** Fees are reviewed annually and are subject to increase from time to time. If a Fee increase greater than the higher of 5% or RPI is provided, the Parents may give to the College written notice of withdrawal of the Pupil within 21 days of that confirmation and will not be liable to pay Fees in lieu of notice and the Acceptance Deposit and Additional Deposit, if paid, will be refunded less any sums owing to the College.
- 104 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.
- 105 Identity of the Fees Payer:** From time to time the College may need to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying the Fees. The parties will comply with the College's Policy on Anti-bribery, a copy of which is available from the College on written request.

J EVENTS BEYOND THE CONTROL OF THE PARTIES

- 106 Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 107 Notification:** If either the College or the Parents are 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.
- 108 Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90

days, the party who has provided notification under clause 107 above shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

- 109 Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 107 may terminate this agreement by providing at least three working days' notice in writing to the other party.

K GENERAL CONTRACTUAL MATTERS

- 110 Data Protection:** The College has a privacy notice which explains how the College will use the Parents' and the Pupil's personal data. The privacy notice is also published on the College's website. The Parents must read this privacy notice in full before signing the acceptance form. If the Pupil is going to enter Year 7 or above, the Parents must show the Pupil a copy of the privacy notice and discuss it with him/her before accepting the offer of a place. The Parents must also inform the Pupil where they can find the privacy notice for future reference.

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

- 112 Consumer Protection:** 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.

- 113 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 where possible given at least a Term's notice in writing of:

113.1 a change of ethos or culture; or

113.2 a change in any physical aspect of the College which would have a significant effect on the Pupil's education or pastoral care. For example, notice would be given of a proposal to close a boarding house; or

113.3 a change of ownership of the College.

- 114 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 and 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 agreement they should seek specific confirmation from the Head Master that the information is accurate before returning a completed acceptance form to the College.

- 115 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 and shall not have any rights to enforce any

term of it.

- 116 Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.
- 117 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.

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Registered Office: Lancing College, Lancing, West Sussex BN15 0RW
Registered Charity No: 1076483

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SCHEDULE 1: SUMMARY OF CLAUSES CONTAINING FINANCIAL CONSEQUENCES

Event	Clause
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