

# Ardingly College

Haywards Heath, West Sussex RH17 6SQ

Tel: 01444 893000 Fax: 01444 893001

Email: registrar@ardingly.com

## Standard Terms and Conditions

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

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

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

If you think there is a mistake in these terms and conditions, or if anything is unclear or you would like to have further explained to you, then please contact the **Registrar**.

### 1. Definitions

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

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

**“Child”** means the child named on the Acceptance Form;

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

**“Contract”** has the meaning given in Clause 1(c) below;

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

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

**“FIA Terms and Conditions”** means the supplemental terms and conditions relating to the School's fees in advance scheme;

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

**“Schedule of Fees”** means the published note of the School's prevailing fees notified to you from time to time and a copy of which remains available on the School's website and from the School at any time upon request;

**“School Rules”** means the body of rules of the School set out in, as applicable, the Student Handbook for the Senior School and the Promoting Good Behaviour and Sanctions Policy for the Prep and Pre Prep Schools, as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the School. A copy of the then current version of the school rules is provided to each child on entry and a link to the relevant page of the website is sent to parents with the Acceptance Form. Parents are requested to read the applicable rules carefully with the Child before they accept the offer of a place. Parents will be notified of subsequent changes to the rules;

**“Term”** means a term of the School as notified to parents from time to time and as published on the School's website;

**“A term's notice”** means written notice given not later than the first day of the term before the term to which the notice relates;

**“Terms and conditions”** means these terms and conditions as may be amended from time to time;

**“We”** or the **“School”** means the legal entity carrying on as the School as identified in Clause 1(b) below; and

**“You”, “your” or the “parents”** 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, step-parent without Parental Responsibility or third party credit provider) will be subject to a separate agreement between the School, the Parents and the third party. Parents may also refer to a legal guardian who has signed the Acceptance Form.

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

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

- b. **Who we are.** We are Ardingly College Limited a company registered in England and Wales. Our company registration number is 03779971 and our registered office is at Ardingly College, Haywards Heath, RH17 6SQ.

- c. **Our contract with you.** The Acceptance Form, the Schedule of Fees, the Letter of Offer, the Conditions of Award (if applicable), the FIA Terms and Conditions and these terms and conditions (as in each case may be varied from time to time) form the terms of an agreement (the “contract”) between you and the School. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

\*So if, for example, you wish to withdraw the Child from an extra-curricular activity with effect from the start of the Trinity term, you must give a term's notice in writing (i.e. before the start of the Lent term) of your intention.

### 2. Acceptance and Deposit

- a. **How you accept our offer of a place.** An offer of a place for your child at the School is accepted by your submitting the completed Acceptance Form.

A deposit will also be payable when you accept the offer of a place.

- b. **The non-refundable status of the deposit.** Unless otherwise stated in the terms and conditions, the deposit is not refundable if your child does not take up a place at the School.

- c. **How we use the deposit.**

The Acceptance Deposit will be retained in the general funds of the School 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 School on leaving, unless stated otherwise in these *Terms and Conditions*.

Any deposit sums held exceeding £1,000 will be applied without interest to the final term's fee bill, with the remaining £1,000 held to cover any supplemental charges due to the School on your child's leaving. Any balance remaining will be refunded to the bank account from which the original deposit was received (unless requested otherwise in writing) no later than 4 months from the end of your child's final term at the School.

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

The cancellation of a place which has been accepted can cause losses to the School, especially if it occurs after other families have taken their decisions about schooling for their children as it means

we are less likely to fill the place. This is why we require an extended two terms' period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

### 3. **Withdrawing your acceptance of a place before your child joins the School**

- a. **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 of you meeting face to face with a member of the School staff between offer and acceptance, you have the right to cancel this contract at any time within 14 days of the day after we receive your completed and signed Acceptance Form. In such circumstances the deposit will be refunded together with any fees paid pro-rated if the School has provided any educational services under this contract. Information about the right to cancel and how to cancel is set out in the School's cancellation notice and form published on the School website.

- b. **The period of notice we require.** If you wish to cancel your acceptance of a place and terminate this contract at any time after the 14 day cancellation period referred to in clause 3a above but BEFORE your child starts at the School you must give us **two terms'** notice in writing. This means that if, for example, your child is due to start at the School in September at the start of an academic year then you would need to tell us in writing that you wish to withdraw your acceptance of a place on or before the first day of the preceding Lent term (ie, the penultimate term of the previous academic year).

- c. **If we receive that period of notice.** If you provide the required notice in accordance with clause 3b, you will lose the deposit but no further fees will be payable.

- d. **If we do not receive that period of notice.** If you do not provide us with the required notice under clause 3b (or if no notice is provided at all), two terms' fees will be payable by you and will become due and owing to the School as a debt. The two terms' fees will be charged at the rate applicable for the term immediately preceding the term when your child was due to start. The School will credit the deposit you have paid (without interest) to the payment of the terms' fees you will owe us.

- e. **Cancelling a place offered in the term before entry.** Except for where clause 3a applies, if the offer of a place is made within a term of entry, you may cancel and terminate this contract by notifying the School in writing at any time before the proposed entry date but you shall pay one term's fees at the rate payable for the proposed term of entry, less the deposit, payable as a debt.

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

- a. **What the fees include.** The fees include all the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials, which are included in the fees unless otherwise notified to you by the School at any time (either in the Schedule of Fees or otherwise).

- b. **What the fees do not include: supplemental charges.** We refer to any items charged to you that are supplemental to the fees (that is, items that are payable by you to the School in addition to the fees) as supplemental charges. By way of example, any extra-curricular activities (such as private music, LAMDA, English as an Additional Language and trips) in which you agree in advance your child may participate. House charges, clothing and equipment, photographs or other items ordered by you or the Child or charges arising in respect of educational visits, or damage where the Child alone or with others has caused wilful loss or damage to School property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in fees payment or late payment charges (if incurred) will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination charges shall be charged as supplemental to the fees. Additional charges incurred by the School in providing for the special educational needs of your child may also be charged as supplemental to the fees.

- c. **Applicable taxes – All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).**

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

- i. **Who is responsible for ensuring payment.** **The Parents are jointly and severally liable for and must ensure that all of the fees and supplemental charges due are paid to the School. This is because our contract applies to both of you together and each of you on your own.** Each of you remains liable to the School for all of the fees and supplemental charges due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges. Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid to the School then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent.

- ii. **How can one person remove him/herself from their payment responsibility.** A person who has signed the Acceptance Form may withdraw from this contract with the School by submitting a term's notice but that person **must** obtain the prior written consent of **both** the School and the other person who has signed the Acceptance Form.

- iii. **How scholarship and bursary etc. awards are treated.** If your child has been awarded a scholarship/bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. **An award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Head, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.** Where it appears likely to the Head that an award may be withdrawn from your child, you will be notified in advance. If within fourteen (14) days following the withdrawal of a scholarship or bursary your child is withdrawn from the School, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the School.

- e. **How the fees are charged and payment requirements.** **Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the first day of that term.** Each term's fees will be included in an invoice sent to you (or such other person(s) the School may have agreed separately shall pay the fees under Clause 4d above). The fees must be paid in full by direct bank transfer on or before the first day of the term to which the invoice relates. The School 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 or where it has reason to believe that it may be unlawful to accept the payment. **We may not allow your child to attend the School if you do not pay on time.**

An agreement by the School 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 you and the School. Where there are inconsistencies between these terms and conditions and those of any instalment agreement or invoice issued by the School to you (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

- f. **Payment of supplemental charges.** All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included in the School's fees invoice. **All such supplemental charges must be paid in full by direct bank transfer on or before the first day of the then forthcoming term.**

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

terms and conditions.

- i. Non-payment of fees: refusal to attend school. **The School may exclude the Child by providing written notice if at any time fees are overdue for payment, including where the School refuses to accept a payment where the School is not satisfied as to the identity of the payer or the source of the funds or where it has reason to believe that it may be unlawful to accept the payment.** If the Child is excluded for a period of 28 days or more in such circumstances, they will be deemed withdrawn without notice and a term's fees in lieu of notice will be payable. The School may withhold any information, character references or property while fees remain overdue where it is lawful to do so.
- ii. Non-payment of supplemental charges: refusal to participate in the relevant activity. **We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.**
- iii. We can charge interest if you pay late. If you do not make any payment to the School by the due date for payment (see [Clauses 4e](#) and [4f](#) above) we may charge interest to you on the overdue amount at the rate of 3 per cent a year above the base rate from time to time of the School's bank. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. **You must pay the School the interest together with the overdue amount.**
- iv. We can recover our costs for recovering late or non-payments. You shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the School in the recovery of any unpaid fees regardless of the value of the School's claim.
- v. We can notify other educational institutions of your outstanding payments. You acknowledge that the School may make enquiries of the Child's previous schools for confirmation that all sums due and owing to such schools have been paid. **We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.**

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

- h. Our ability to increase the fees. **We will review our fees during the course of your child's education (usually annually) and may increase them. Except in exceptional circumstances, notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. This will allow you time to consider the increase and, if you wish to withdraw your child from the School before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5(a) below.**
- i. Refund, reduction 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:
  - (a) the Child is absent through illness; or
  - (b) a term is shortened or a vacation extended; or
  - (c) the Child is released home before or after public examinations or otherwise before the normal end of a term; or
  - (d) the School is temporarily closed due to adverse weather conditions or other safety related or good reasons; or
  - (e) for any reason other than exceptionally and at the sole discretion of the Head in a case of genuine hardship.
- j. Information on your identity and the source of funds. From time to time we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:
  - (a) your identity;
  - (b) your child's identity
  - (c) that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel of other similar sanctions imposed by any competent authority;
  - (d) your child's right to enter, live and study in the United Kingdom;
  - (e) the legitimate source of funds you are using to pay the fees; and
  - (f) information provided to us as part of, or in connection with, an application for (or our grant of) a bursary/scholarship award.

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

- k. How fees are discharged under our "Fees In Advance" scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School. Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (ie, where you have made a 'lump sum' capital payment in respect of all or part of the fees due under this contract) the School will administer that lump sum to meet the fees pursuant to the FIA Terms and Conditions but you will still need to meet the difference (if any) between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this contract. The School will provide a termly statement of account in respect of the fees and supplemental charges and the difference will be payable in accordance with the terms of this contract.

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

Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the School's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given – we refer to the relevant sum as **"fees in lieu of notice"**.

#### 5. Notice Requirements

- a. Notice to withdraw your child from the School. **If you wish to withdraw your child once they have commenced School (other than at the normal leaving date at Year 13), you must either give us a clear term's notice to that effect or pay to the School a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.** This means that if, for example, you do not wish for the Child to return to the School in the Autumn term (ie, at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding Trinity term (ie, the final term of the preceding academic year).
- b. Notice to change your child's place at the School. You must obtain the express permission of the Registrar in writing if you or the Child wishes to change from boarding to day status or vice versa, or between categories of boarding (e.g. full boarding to flexi-boarding). At the discretion of the Registrar, the School has the right to postpone or refuse a transfer request and the Registrar will consider the best interests of the Pupil and the School in reaching the decision. **If, after seeking permission, you do wish to change your child's place at the School from a boarding to a day place you must either give a term's notice or shall pay to the School the difference between the boarding and the day fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.** Such changes will be subject to availability and to the restrictions as detailed in the Schedule of Fees.
- c. When the relevant amount in lieu of notice must be paid. In cases under (a) or (b) above, the appropriate sum in lieu of notice will become payable by you to us as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.
- d. Notice to withdraw your child from participating in an activity or specialist teaching programme eg Learning support, LAMDA or Music lessons is covered by a supplemental charge. If you wish to withdraw your child from an activity or programme charged for as supplemental, you must either give a term's notice to that effect or pay to the School as a debt a term's charges for the activity in which your child has ceased to participate.

- e. Withdrawal part-way through a term does not reduce the amount you owe to the School. **The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity or specialist teaching programme part-way through a term.**

#### 6. Behaviour and discipline

- a. School regime: You accept that the School will be run in accordance with the authorities delegated by the governing body to the Head. The Head is entitled to exercise a wide discretion in relation to the School'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 Child is at issue. You accept that the School's policies, procedures and regime may be subject to change at short notice, if in the opinion of the Head it is deemed appropriate to do so in the circumstances prevailing at the time.

**Conduct and attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. You warrant that the Child will take a full part in the activities of the School, 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 and general appearance. School rules: The School rules which apply are set out in the College calendar, Parent Handbook, the School website and other documents published from time to time. You are requested to read these documents carefully with the Child before they accept the offer of a place.

**School discipline:** You accept the authority of the Head and of other members of staff on the Head's behalf to carry out searches and investigations and take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Child and or any child and or the School community as a whole. The School's policies on behaviour and discipline current at the time and published on the School website apply to all children at the School and at all times when the Child is in or at school (including when engaged in online or remote learning), representing the School or wearing School uniform, travelling to or from School, on School-organised trips, engaging with other members of the School community or when they are otherwise associated with the School 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 well-being of a member of the School community or a member of the public, have repercussions for the orderly running of the School or bring or could bring the School into disrepute.

**Investigative action:** A concern, allegation, complaint or rumour of misconduct will be investigated. The Child may be questioned and the Child and their accommodation or belongings may be searched in appropriate circumstances. You will be informed of any searches for prohibited items and that the Child may face formal disciplinary sanctions, unless the School is prevented from doing so. If considered necessary, the School may make arrangements for legal representation for the Child to be funded at the Parents' expense. If under the School's disciplinary policy a disciplinary meeting with the Head is required before a decision is taken, the School will make reasonable efforts to notify the Parents or the Child's education guardian so that they can attend. In the absence of the Parents or education guardian, the Child will be assisted by an adult (usually a teacher) of their choice.

**Divulging information:** Except as required by law, the School 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 Head has acquired during an investigation.

**Drugs and alcohol:** The Child 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 School rules or policy. A sample or test in these circumstances will not form part of the Child's permanent medical record.

**Sanctions:** The School's current policies on sanctions are available on request before you 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 School or external community, detention for a reasonable period, withdrawal of privileges, gating or suspension, or removal or expulsion.

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

#### 7. Suspension, Exclusion and Required Removal

- a. The Head's discretion to suspend or exclude your child from the School. The Head may in his or her discretion suspend or, in serious or persistent cases, exclude the Child from the School or require removal of the Child, temporarily or permanently, from boarding, if the Head considers that the Child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or exclusion is in the School's best interests or those of your child or other children.
- b. Where you can find examples of offences punishable by suspension or expulsion. The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the School may be taken into account.
- c. The Head's discretion to require you to remove your child from the School. Instead of expulsion or suspension, the Head may in his or her sole discretion require you to remove your child from the School if the Head considers that:
  - i. the Child has committed a breach or breaches of School rules or discipline for which removal is the appropriate sanction;
  - ii. **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your Child's and/or other children's progress at the School, and/or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute (among the School community or the general public); and/or is not in accordance with your obligations under this contract where we have cancelled this contract under Clause 14 below;
  - iii. your Child's attendance, conduct, behaviour (including conduct or behaviour outside School) or progress is unsatisfactory and, in the reasonable opinion of the Head, the removal is in the School's best interests and/or those of your child or other children.
  - iv. The School is unable to meet your child's needs, including cases where the School cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.

If the Child's removal is required in the circumstances described above, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the School) will be refunded.

The Head shall act with procedural fairness in all such cases and shall have regard to the interests of the Child and the Parents as well as those of the School.

- d. What happens if your child is suspended, excluded or removed from the School?

Should the Head exercise his or her right under either Clause 7(a) or Clause 7(c) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded or suspended and (save in the case of suspension) the deposit will be forfeited meaning that the School will retain the deposit. If you are required to remove your child from the School as a result of the Head exercising his or her discretion under Clause 7(c)(iii) then the deposit will be credited in the usual way (see Clause 2(c)).

- e. Impact of exclusion or required removal on this contract. Provided you have paid the School's final invoice, this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the School.



- f. Your right to have disciplinary matters or decisions reviewed. You are entitled to have any serious disciplinary matters or decisions taken by the School and/or Head under this Clause 7 reviewed. Any such review shall be governed by the process outlined in the Exclusions Policy.
- g. Access to College Property following exclusion. A child who has been withdrawn, excluded, suspended, removed or expelled from the School has no right to enter School premises without the written permission of the Head.
8. **The School's Obligations**
- a. The period of your child's schooling. Subject to these terms and conditions and to you and the Child satisfying the relevant criteria at the time, the School will accept your child as a pupil of the School from the time of joining the School. It is assumed that, if you and the Child continue to satisfy the relevant criteria at the time and the School is able to continue to meet the needs of the Child, the Child will progress through the School and will ultimately complete Year 13. The relevant criteria for progression through the School are set out in the Admissions Policy (available on the Ardingly College website). You will usually be consulted before the end of the Lent term if there appears to be any reason why the Child may be refused a place in the next year at the School. Unless the Child will be leaving at the end of Year 13, you must give a term's notice in writing (i.e. before the start of the Trinity term) in accordance with the provisions in Section 5 above if you do not intend the Child to proceed to the next year of the School.
- b. The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While the Child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when the Child is permitted to be on School premises or is participating in activities organised by the School. **We cannot accept any responsibility for the welfare of the Child while off the School premises unless he or she is taking part in a school activity or otherwise under the direct supervision of a member of School staff.** The School shall adhere to and comply with the National Minimum Standards for Boarding Schools (applicable from time to time) published under the Children Act 1989 (as amended or superseded).
- c. Consent to participation in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury. Further information can be found in the School's First Aid Policy. The Senior School organises sports fixtures on Saturdays, in which your child will be required to participate if selected.
- d. Consent for educational visits: A variety of educational visits will be provided for the Child. You will be provided with relevant information in advance of educational visits. Unless you specifically notify the School in writing that you do not wish the Child to take part in a specific educational visit, by signing the Acceptance Form or agreeing to be bound by these terms and conditions you consent to the Child taking part in all educational visits. These include:
- (a) off-site activities involving Childs aged 5 or under;
  - (b) non-routine off-site activities and sporting fixtures which extend beyond the normal start and finish of the school day;
  - (c) adventure activities which may take place at any time; and
- You agree that the Child shall be subject to School discipline in all respects whilst engaged in an educational visit.
- The cost of educational visits:** The School will advise you in advance of any additional costs associated with an educational visit, including those visits described above. The cost of such a visit will 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 Child's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The School reserves the right to prevent the Child from taking part in an educational visit while overdue Fees remain unpaid.
- e. What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care, we will:
- (a) take action (for example, by contacting the emergency services);
  - (b) try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';
  - (c) share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and
  - (d) where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.
- f. Our right to make changes at the School. Our prospectus describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the School is required to close the School premises).
- g. We will give you notice of significant changes. We will give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the School before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the School under Clause 5a above.
- h. Your child's progress and needs at the School. We will monitor your child's progress at the School and produce regular written reports.
- We will advise you if we have any serious concern about your child's progress but we do not undertake to diagnose dyslexia, ADHD, or other conditions.** A formal assessment in relation to any potential special educational needs or medical conditions may be required to help enable the School to understand the nature and extent of your child's needs and what support it may be appropriate for the School to consider. Such assessments can be arranged either by you or by the School, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the School to understand what support may be appropriate for the School to consider, the School will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the School in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments. Access arrangements for exams are governed by JCQ and are separate and distinct from formal assessments.
- i. Curriculum and Subject Choice. The School provides within its curriculum a range of subjects for study. The School provides guidance on the selection of subjects and retains the right to withdraw a child from studying a subject based on the child's academic profile and performance in the actual or related subjects or to remove any subject where the School considers it not viable to offer such subject.
- j. Entrance for Examinations. The School will enter a child for an examination if the Head is satisfied that it is in the best interest of the child. The Head may, after consultation with you and the Child, decline to enter the Child's name for a public examination if, in the exercise of his / her professional judgement, the Head considers that by doing so the Child's prospects in other examinations would be impaired and / or if the Child has not prepared for the examination with sufficient diligence, for example, because the Child has not worked or revised in accordance with advice or instruction from his / her tutors.
- k. Religious observance and relationship and sex education (RSE) and health education. Religious observance, relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School's Policies.
9. **The Parents' Obligations**
- a. We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive and good faith relationship with you, we, the Head and School staff, need

- your co-operation, including in particular by you fulfilling your own obligations under this contract.
- b. Examples of the co-operation and assistance we require. You must co-operate with the School and School staff in good faith, including by:
- Maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract);
  - Maintaining respectful communications with School staff, such that staff are able to fulfil their professional responsibilities without victimisation, harassment, or the perception of these or being subjected to unreasonable treatment or demands by parents;
  - Encouraging your child in his or her studies, and giving appropriate support at home, and ensuring your child attends school;
  - Keeping the School up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges, any changes to their immigration status, and information relating to your child's health or special educational needs or medical conditions);
  - Ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (which may include information relating to your child's health or special educational needs or medical conditions), or changes to any of them, are not withheld and are shared in a timely and transparent manner;
  - Engaging with the School in a cooperative and transparent manner and providing assistance to the School so that your child can participate in, and benefit from, the School's provision of education; and
  - Attending meetings and keeping in touch with the School where your child's interests so require;
  - Observing codes of behaviour on the school site and regulations such as driving speed and parking.
- The Head is authorised to manage instances in which parents' may have breached these obligations, either informally in a meeting or by more formal means according to the terms of this contract.
- c. You must notify us of your child's health/medical conditions or special educational needs. It is a condition of your child's joining and remaining at the School that you complete and submit to the School a medical questionnaire in respect of your child. You must inform the School of any health or medical condition, special educational need(s) or any behavioural, emotional and /or social difficulty, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the School or otherwise, any reports (whether in existence or to be commissioned), other materials or information relevant to any of the same and cooperate with the School in relation to the same. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14 below.**
- d. Circumstances where we may require you to keep your child away from School. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has passed. Where it is considered appropriate in such circumstances we may provide education to your child remotely during such period on an interim basis and to the extent this is reasonable or proportionate (including, for example, by sending you/your child work assignments electronically or by post). For the avoidance of doubt, the School is not a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate.
- e. You must notify us of any special arrangements needed for your child. You must inform the School of any situations where special arrangements may be needed for your child, including for their education or welfare, and provide on reasonable request from the School such further information as may be reasonably required by the School to understand the basis for and scope of such arrangements.
- f. You must notify us of any family circumstances, court proceedings or court orders that relate to, or that may impact upon the provision of education to your child and, where relevant, provide us with copies of them. You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/or the School's provision of education to your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).
- Additional notifications.** You must also notify us of:
- i. any additional family circumstances which might affect the Child's welfare or happiness;
  - ii. any concerns about the Child's safety;
  - iii. any significant change in your circumstances;
  - iv. if it is your intention that the Child is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more except when the Child is boarding at the School.
- g. We require you to nominate a 'responsible adult' for us to contact in your absence. It is a condition of your child's joining and remaining at the School that, where required (such requirement being made known to you by the School prior to your child joining the School), you complete and submit to the School a parental absence form for your child. Amongst other things this form will nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child if the School is not able to contact you.\*
- h. Educational Guardians. For the avoidance of doubt where both parents reside outside the United Kingdom, you must have an educational guardian for the Child in the United Kingdom who has been given legal authority to act on your behalf in all respects and to whom the School can apply for authorities where necessary and who can, if necessary, come to the School at short notice. The School accepts no responsibility for the Child when they are in your care or the care of the Child's education guardian. You or the Child's educational guardian must make holiday arrangements, including travel to and from the School, in advance. You are responsible in each case for making suitable arrangements to appoint an educational guardian. You shall, immediately on appointment, provide the School with up to date contact details for the Child's appointed educational guardian and shall immediately notify the School of any changes to those details. You shall upon request provide such further information to the School as it reasonably requires to satisfy itself that the proposed appointment and or arrangements are suitable. Failure to provide such information upon request may constitute unreasonable behaviour. All Guardianships should be AGEIS accredited.
- \* The parental absence form is intended to identify someone with whom appropriate arrangements for the Child can be made, and taking decisions in respect of them, where those with parental responsibility for the child are based overseas or are otherwise absent for extended periods.
- i. Boarders leaving School premises. You are required to complete a Leave Form providing details of the address and contact telephone number where your child can be contacted when not on School premises or at their home address. The School cannot accept any responsibility for the welfare of a child who leaves School premises in breach of School Rules and is not legally entitled to prevent a child from doing so in the case where they are aged 16+.
- j. We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9(k) below, you (and each of you) accept that the School is entitled to treat:
- i. Any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
  - ii. Any communication from the School to one of you as having been given to both of you.

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

- k. We are entitled to require that notices of withdrawal must be signed by both parents. **A notice of withdrawal of your child served under this contract (ie, under any of Clauses 3a, 4diii, 4h, 5a or 5b) must be in writing and signed by each of you or by one of you with the prior written consent of the other, and in either case with the prior consent of any other person with parental responsibility where appropriate. The School shall be entitled to refuse such notice unless and until it had received the required notice and/or consent(s).**
- l. You must notify us of your child's absence from School. The Head must be informed as soon as possible in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- m. Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the School both of you will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school days then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a 'responsible adult' for the period of your absence. You must notify the School in writing immediately if your child will be residing other than with a person who has parental responsibility.
- n. Raising concerns with the School and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request.

**10. Insurance**

Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or their property while at School or for the payment of fees due to absence of your child or closure of the School premises. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

**PLEASE READ THIS NEXT SECTION CAREFULLY**

Although there will be circumstances when it is appropriate to seek a parental consent, data protection and privacy rights belong to the individual. The law considers that children of average maturity will, from the age of around 12, have sufficient awareness of their own privacy to make certain decisions relating to their personal data themselves and sometimes, but not always, the law may require that the decision of the child is more important than that of the parent.

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

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

The School use of your data is governed by our Privacy Notice for Students and Privacy Notice for Parents, which can be found on the School's website.

- a. You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:
- Confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or your child that is held by the School; and
  - Inform the School of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or your child that has previously been notified to the School, including relevant contact details.
- b. As a Child Student sponsor we need your consent to us providing certain information to UKVI. In order to comply with our responsibilities as a Child Student sponsor, you consent to us notifying and/or supplying information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the United Kingdom Visas and Immigration (UKVI) unit of the Home Office (and to do so whether we actually sponsor your child or not). On starting at the school we will require a copy of your passport, the Child's passport and Child's birth certificate (translated into English as appropriate) in accordance with our admissions policy.
- c. We will send information (eg, school reports) about your child to both of you as a matter of course. Those persons who have parental responsibility for your child are entitled to receive certain information about your child from the School (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School shall therefore disclose such information as a matter of routine to such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).
- d. Confidentiality. The Parents authorise the Head to override their own and (so far as they are entitled to do so) the Child's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Child's welfare or to avert a perceived risk of serious harm to the Child or to another person at the School. In some cases, members of staff may need to be informed of any particular vulnerability the Child may have.
- e. Data Protection Law. The School will process personal data about you and your child in accordance and compliance with all relevant data protection legislation and the School's Privacy Notices, which can be found on the School's website. The School has a parent privacy notice and a pupil privacy notice which explain how the School will use the Parent's and the Pupil's personal data. Parents must read these privacy notices in full before signing the acceptance form.
- f. Anti Money Laundering. The School will use personal data about you and your child in order to satisfy its obligations to prevent money laundering under The Proceeds of Crime Act 2002 and the Terrorism Act 2000. You consent to us sharing such information with approved third parties in order to carry out such identity checks as are required by these obligations.

**12. Intellectual Property Rights**

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

**13. Changes in Ownership, etc**

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

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

**14. Ending this Contract**

- a. Our rights to end the contract. The School has the right to terminate this contract on one term's notice in writing sent by ordinary post. The School will not terminate this contract without good cause and full consultation with the Parents and also the Child (if of sufficient maturity and understanding). The deposit will be refunded without interest, less any outstanding balance of Fees

The School may also end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

- You do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;
- You (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the School to your child (such as misrepresenting at any

- point in time (and whether by act, omission or withholding of information on your part);
- You fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
  - Where the Child does not have the appropriate immigration permission to live in the UK and to study at the School or, in the case of a Child who holds a Child Student visa on the basis of sponsorship by the School, where you have arranged accommodation for the Child which does not meet the requirements of the Child Student Immigration Rules;
  - You have not made arrangements which the School considers are suitable with an Educational Guardian or accommodation provider after seven days from the School requesting that you do so.
  - You (or either of you):
    - Are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
    - Are otherwise unable to pay your debts as they fall due;
    - Are the subject of a bankruptcy petition or order; or
    - Are Designated Person under any UK enactment or convicted of a criminal offence anywhere in the world; or
  - You enter into an individual voluntary arrangement; or
  - You fail or refuse to provide us at any time with information we require under Clause 4(j); or
  - You otherwise do not comply with (ie, you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the professional opinion of the Head, the School is not able to provide, or is compromised in providing, all or a significant proportion of the educational services it needs to in satisfaction of its obligations under this contract.
- b. Your rights to end the contract. You may end this contract at any time by notice in writing to the School if:
- You have a legal right to end the contract because of something we have done wrong; or
- The School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- c. When this contract will end if not terminated early. For the avoidance of doubt and without us having to provide you with notice, this contract shall end on the settlement of the School's final invoice or the end of your child's schooling, whichever is later. This may be at the end of the fifth form if your child does not meet any requirements imposed under Clause 8a for entry to the sixth form.
- d. Ending the contract will not affect any accrued rights. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this contract ends, you and we will keep any rights we have under general law.

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

- a. What we mean by an "event outside of our/your control". We mean any event beyond either your or our reasonable control including, by way of example, acts of God, war, riot, civil unrest, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), strike, industrial disputes, accident, fire, flood, storm, droughts, earthquake or other natural disaster, outbreak of pandemic or epidemic of any disease, terrorist attack, failure of utility service or transportation, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to these as an "event". For the avoidance of doubt, the inability of either party to pay any amount required under this contract shall not be an event.

Reasonable modifications – Any reasonable modifications to the educational provision made by the School in order to meet legal obligations, comply with government guidance and to protect the health safety and well-being of staff or pupils including during or following a Force Majeure Event shall not affect the obligation of the Parents to pay the Fees in accordance with this agreement.

Notification – If either the School or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party (Affected Party) shall as soon as reasonably practicable notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

Continued force majeure – The Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If a Force Majeure Event continues for a period greater than 90 days from the date of notification, the Affected Party shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

Termination – If the Force Majeure Event continues for a total period greater than 120 days from the date of notification, the party in receipt of the notification may terminate this contract by providing at least three working days' notice in writing to the other party.

**16. Communications between you and the School**

- a. Notices must be in writing. When this contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- b. We will use the contact details held by the School to contact you. Communications (including notices) will be sent by the School to you at the address(es) shown in our records, or using your other contact details included in our records. You must notify the School of any change of address(es) or other contact details.
- c. How to provide written notice to the School. Notices that you are required to give under these terms and conditions must be in writing addressed to the Head and either:
- Sent by email to the School using this email address: registrar@ardingly.com
  - Delivered by hand or post to the School.

**In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 4diii, 4h, 5a, 5b or 5d of these terms and conditions\* you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 5 days (during a school holiday period) after sending the notice.**

\*i.e. those provisions dealing with withdrawing your child from the School or otherwise changing your child's place at the School or the activities that your child is undertaking at the School

Information for parents. We provide parents of prospective pupils with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus / website / promotional literature or in statements made by staff or pupils during a visit or an open day. If you intend to take account of the information provided to you when deciding whether to enter into this contract, you should seek specific confirmation from the Registrar that the information is accurate before returning a completed Acceptance Form to the School.

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

- a. The law that applies to this contract. The contract between you and the School is governed by English Law and either you or the School must bring legal proceedings in respect of this contract in the English courts.
- b. Rights in relation to the enforcement of this contract. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

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

Reserving the right to change these terms and conditions. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.