

Brampton College Terms & Conditions

1 Terminology

- 1.1 **Admitted:** The Student is Admitted to the College when the College receives the completed enrolment form and a deposit.
- 1.2 **Cancellation:** means the cancellation of a place at the College after the Student is Admitted to the College and before Entry to the College.
- 1.3 **College or We or Us:** means Brampton Educational Services Limited trading as Brampton College.
- 1.4 **Entry:** occurs on the first day the Student attends the College.
- 1.5 **Extras:** means alone or in combination charges arising in respect of educational visits or examination fees, or damage where the Student alone or with others has caused wilful loss or damage to College property including textbooks or the property of any other person (fair wear and tear excluded) or charges for the non-return of College textbooks or late payment charges.
- 1.6 **Fees:** means alone or in combination any of the Deposit on Enrolment, College fees, private tuition or other Extras.
- 1.7 **Fees in lieu of notice:** means one full term's fees immediately payable as debt when the Parents fail to provide Notice. Fees in lieu of notice will be at the full Fees rate for the Term following Withdrawal and will not be subject to any deductions for a bursary.
- 1.8 **Notice:** means written notice given by all who have signed the Enrolment form. The Notice shall be addressed to and received by the Principal personally.
- 1.9 **Parental Responsibility:** means legal responsibility for the Student. All those with Parental Responsibility must agree to the Student being Admitted to the College before the Parents sign the enrolment form.
- 1.10 **Parents or You:** means any person who has signed the enrolment form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions.
- 1.11 **Principal:** means the Principal of the College as appointed by the proprietors. The Principal is responsible for the day-to-day running of the College.
- 1.12 **Student:** means the child named on the enrolment form. The age of the Student will be calculated in accordance with British custom.
- 1.13 **The Student Payer:** means the Student if aged 18 or over and who has signed the enrolment form accepting responsibility for paying the Fees.
- 1.14 **Term:** means the period between and including the first and last days of the relevant College term.
- 1.15 **Term's Written Notice:** has the meaning set out in clause 7.1.
- 1.16 **Withdrawal:** means the withdrawal of the Student from the College by the Parents or the Student Payer or the Student with or without Notice at any time after Entry to the College.

2 Acceptance and deposit

- 2.1 **Legal Contract:** A legally binding contract is formed on these terms and conditions together with:
- 2.1.1 the offer letter;
 - 2.1.2 the enrolment form; and
 - 2.1.3 the College's list of fees.
- 2.2 **Deposit:** A deposit (**Deposit on Enrolment**) as shown on the list of fees is payable when the Parents or Student Payer complete the enrolment form issued by the College. The Deposit on Enrolment will be retained by the College until after the Student leaves and will be repaid without interest to the Parents or Student Payer unless stated otherwise in these terms and conditions.
- 2.3 **Additional Deposit:** The College may require the Parents or Student Payer normally resident overseas to pay an additional deposit (**Additional Deposit**) as a caution against default in the payment of Fees.

3 Fees

- 3.1 **Payment of Fees:** As applicable the Student Payer or 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 fees invoice is under query, the balance of that fees invoice must be paid.
- 3.2 **Payment of Fees by a third party:** An agreement with a third party (such as a trust fund, grandparent or step-parent without parental responsibility) to pay the Fees or any other sum due to the College does not release the Parents or Student Payer 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.

- 3.3 **Refund or 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:
- 3.3.1 the Student is absent through illness; or
 - 3.3.2 a Term is shortened or a vacation extended; or
 - 3.3.3 the Student is released home before or after public examinations or otherwise before the normal end of a Term; or
 - 3.3.4 the Student fails to attend private tuition on less the 24 hours notice; or
 - 3.3.5 the College is temporarily closed due to adverse weather conditions; or
 - 3.3.6 for any reason other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship.
- See also Section 8 for information about events beyond the control of the parties.
- 3.4 **Exclusion for non-payment:** The College reserves the right to exclude the Student on three days' written notice if Fees are overdue for payment. If the Student 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 immediately by the Parents or Student Payer.
- 3.5 **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents or Student Payer 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 2% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the College of a default. The Parents or Student Payer shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the College in the recovery of any unpaid Fees regardless of the value of the College's claim.
- 3.6 **Fees after expulsion or required removal:** The College shall not waive or refund any Fees paid by the Parents following an expulsion or required removal. The Deposit on Enrolment shall be retained by the College and any Additional Deposit refunded.
- 3.7 **Appropriation:** Save where the Parents or Student Payer 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 also be appropriated by the College to the unpaid account of any other child of the Parents.
- 3.8 **Instalment arrangements:** An agreement by the College to accept payment of Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents or Student Payer and the College.
- 3.9 **Fees increases:** Fees are subject to annual review and increase. The Parents or Student Payer will receive as much notice of the increase as is possible.
- 3.10 **Information about fees:** The Parents or Student Payer consent to the College making enquiries of the Student's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents or Student Payer also consent to the College informing any other school or educational establishment to which the Student is to be transferred if any Fees of this College are unpaid.

4 Educational matters

- 4.1 **Provision of education:** The College will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality required by law and which is suitable for the Student. The College cannot guarantee that the Student will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments. The right is reserved to the Principal to organise the College and the curriculum in the most appropriate manner to meet the requirements of the whole College community.
- 4.2 **Progress reports and references:** The College shall monitor the Student's progress and shall report regularly to the Parents and the Student by means of grades, full written reports and Parents Evenings. Information provided by the College in a reference shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the College.
- 4.3 **Public examinations and progression:** The College reserves the right to remove the Student from a course or to refuse to enter the Student for a public examination if Fees are unpaid or if in the opinion of the Principal the Student's work effort, attendance or behaviour is unsatisfactory. The Principal will act reasonably and fairly in exercising such discretion. The Parents or the Student Payer are responsible for ensuring that the Student is entered for the correct public examinations.
- 4.4 **Learning difficulties:** The College shall do all that is reasonable to identify and deal appropriately with a learning difficulty which is considered to be a "special educational need". If an assessment by the College reveals that the Student may have a learning difficulty the Parents will be notified and advised that a formal assessment of the Student is required. It shall be the Parents' responsibility to arrange and pay for a formal assessment. The College reserves the right to charge for the provision of additional teaching as an Extra.
- 4.5 **Educational visits:** A variety of educational visits will be provided for the Student. The cost of some educational visits will be charged as an Extra and added to the fees invoice. The Parents' or Student Payer's prior consent will be sought for a visit which involves:

4.5.1 overseas travel or an overnight stay; or

4.5.2 a charge in excess of £30;

and may be subject to a separate agreement. The Student shall be subject to College discipline in all respects whilst engaged in an educational visit.

5 Pastoral care

- 5.1 **The College's commitment:** We will do all that is reasonable to safeguard and promote the Student's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Student's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the College community and the rights and freedoms of others.
- 5.2 **College policies:** The Parents or the Student Payer have the opportunity to view the following policies on the College website: Admissions, Anti-bullying, Welfare and Child Protection, Health and Safety, Behaviour and Discipline and the Complaints Procedure.
- 5.3 **Student's rights:** The Student, if of sufficient maturity and understanding, has certain legal rights that the College must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his / her parents. If a conflict of interest arises between the Parents and the Student, the rights of, and duties owed to, the Student will in most cases take precedence over the rights of, and duties owed to, the Parents.
- 5.4 **Principal's authority:** The Parents or the Student Payer authorise the Principal to take and / or authorise in good faith all decisions which the Principal considers on proper grounds will safeguard and promote the Student's welfare.
- 5.5 **Disclosures:** The Parents or Student Payer must, as soon as possible, disclose to the College in confidence:
- 5.5.1 any known medical condition, health problem any disability, special educational need or any behavioural, learning difficulty, emotional difficulty, social difficulty or allergy affecting the Student;
 - 5.5.2 any family circumstances or court order which might affect the Student's welfare or happiness;
 - 5.5.3 any change in the financial circumstances of the Parents or the Student Payer which may affect the payment of Fees or the conditions of the award of a bursary from the College.
- 5.6 **Medical information:** The Parents or Student Payer agree that the College shall have the right to disclose medical information about the Student if it is considered to be in best interest of the health and welfare of the Student or other members of the College community. Such information will be given and received on a confidential, "need to know" basis.
- 5.7 **Emergency medical treatment:** The Parents authorise the Principal to consent on their behalf to the Student receiving emergency medical treatment if after reasonable endeavours the College cannot contact either of them. To assist the College, the Parents or the Student Payer shall complete a confidential Supplementary Enrolment Form provided by the College.
- 5.8 **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. This requirement does not apply to the giving of notice for the cancellation of the place or the Withdrawal of the Student from the College. Those persons who are required to consent to or to give notice of cancellation or Withdrawal are set out in clause 1.8.
- 5.9 **College's liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the College does not accept responsibility for accidental injury or other loss caused to the Student or the Parents or for loss or damage to property. The Parents or the Student Payer are responsible for maintaining appropriate insurances.

6 Behaviour and discipline

- 6.1 **College behaviour and discipline:** The Parents accept that the Principal is entitled to set policies for discipline and behaviour at the College. The Parents accept the authority of the Principal and of other members of staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Student and the College community as a whole. The College's disciplinary policy including its range of sanctions applies to all Students when they are on College premises, or in the care of the College, or otherwise representing or associated with the College.
- 6.2 **Procedural fairness:** The Principal shall act with procedural fairness and in accordance with the College's policy on expulsion and required removal in dealing with such cases. Investigation of a suspected breach of discipline or behaviour shall be carried out by the College in a fair and unbiased manner.

7 Notice and termination

- 7.1 **A Term's Written Notice:** One full Term's Notice is required for Withdrawal from the College. Notice must be given before the first day of the preceding Term if the Parents or Student Payer wish to:
- 7.1.1 withdraw the Student after Entry; or
 - 7.1.2 withdraw the Student even if he / she has achieved the required grades for progression to the next stage; or

7.1.3 discontinue any subject studied by the Student.

It is expected that the Parents or Student Payer will consult with the Principal before they give Notice and the Student's decision to withdraw from the College shall be treated as a Withdrawal by the Parents.

- 7.2 **Fees in lieu of notice:** Where the Parents or Student Payer have not given a Term's Written Notice of Withdrawal, the Parents or Student Payer shall become immediately liable to pay Fees in lieu of notice as debt at the full Fees rate applicable for the Term following Withdrawal. Fees in lieu of notice shall not be limited to the contribution in the case of a bursary. 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.
- 7.3 **Cancelling acceptance:** If the offer of a place and its acceptance are both made entirely at distance without either of the Parents or the Student Payer meeting face to face with a member of the College staff during the contractual process they may cancel this agreement at any time within 14 days of the date on which the pupil is Admitted. If the Student is Admitted to the College during this cancellation period (if it applies) the Parents or Student Payer consent to the College providing educational services. If the place is cancelled during the cancellation period, the Deposit on Enrolment and any Additional Deposit paid shall be refunded by means of a credit against the first term's Fees payable pro-rata for the education received. The Parents or the Student Payer agree that when the Student is Admitted (or at the end of the 14 day cancellation period if it applies) they will become immediately liable to pay the first term's Fees at the full rate and will be required to do so even if they cancel the place before Entry or the Student does not enter the College. In such circumstances, the Deposit on Enrolment and any Additional Deposit if paid shall be refunded by means of a credit against the first term's Fees. If the Parents or the Student Payer provide A Term's Written Notice of Cancellation the College will not charge one term's Fees but will retain the Deposit on Enrolment and or any Additional Deposit.
- 7.4 **Termination by the College:** The College may terminate this agreement on one Term's notice in writing sent by ordinary post. The College will not terminate this agreement without good cause and full consultation with the Parents or Student Payer and also the Student. The Acceptance Deposit and Additional Deposit if paid will be refunded without interest less any outstanding balance of Fees.

8 Events beyond the control of the parties

- 8.1 **Force majeure:** An event beyond the reasonable control of the College or the Parents is 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.
- 8.2 **Notification:** If either the College or the Parents or the Student Payer is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 8.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 8.2 above shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 8.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 8.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

9 General contractual matters

- 9.1 **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 the Unfair Terms in Consumer Contracts Regulations 1999 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.
- 9.2 **Data protection:** By signing the enrolment form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and so far as they are able on behalf of the Student authorise the College to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the College.
- 9.3 **Representations:** The College's prospectus and website describe the broad principles on which the College is operated and gives an indication of its history and ethos and do not form any part of this agreement.
- 9.4 **Third party rights:** Only the College and the Parents or Student Payer as applicable are parties to this contract. Neither the Student if not the Student Payer nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 9.5 **Interpretation:** These terms and conditions supersede any previously in force and will be construed as a whole.
- 9.6 **Jurisdiction:** This contract was made at the College and 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.