

## 1 Terminology

- 1.1 **Admitted:** the Student is Admitted to the College when the College receives the completed Enrolment Form.
- 1.2 **Cancel or 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 College fees alone or in combination with any of the following: Deposit on Enrolment, Additional Deposit (if applicable), 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 the required Notice of Withdrawal. Fees in lieu of notice will be at the rate applicable for the Term following Withdrawal and will not be limited to the parental or Student Payer contribution in the case of a scholarship or other Fees remission.
- 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 and who is not a Student Payer. 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, who has signed the Enrolment Form and accepted responsibility for payment of 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 **Withdraw or 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 **Admission and deposit:** A deposit (**Deposit on Enrolment**) as shown on the list of Fees is payable when the Parents or Student Payer return the completed 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. The Parents or Student Payer are also required to provide a satisfactory reference from the Student's previous college or school.
- 2.3 **Additional Deposit:** For reasons of administration, the right is reserved for the College to require the Parents or Student Payer, if normally resident overseas, to pay an additional deposit (**Additional Deposit**).
- 2.4 **Immigration:** The College currently holds a Student Sponsor licence. The Parents or the Student Payer must inform the Principal when returning a completed registration form or at any other time if the Student requires sponsorship from the College in order to obtain a visa to study at the College. It shall be the Parents' or the Student Payer's responsibility at all times to ensure that the Student has the appropriate immigration permission to live in the United Kingdom and to study at this College and the Parents or the Student Payer 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 sponsor of a student for a Student Visa or Child Student Visa, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents. The Parents shall immediately inform the College of any intended or actual change in the Student's accommodation arrangements during their period of sponsorship.

### 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 (including, but not limited to, any agreed arrangement to pay by instalments), 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. 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 or where it has reason to believe that it may be unlawful to accept the payment.
- 3.2 Payment of Fees for International Students:** Fees for International Students must be paid before the commencement of the term prior to the term to which they relate. Students for whom an Additional Deposit is payable are considered International Students.
- 3.3 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 (as applicable) 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.
- 3.4 Refund or waiver:** Save where there is a legal liability, including liability under a court order or under the provisions of this agreement, to make a refund or reduction, Fees will not be refunded, reduced or waived if:
- 3.4.1 the Student is absent through illness; or
  - 3.4.2 a Term is shortened or a vacation extended; or
  - 3.4.3 the Student is released home before or after public examinations or otherwise before the normal end of a Term; or
  - 3.4.4 the Student fails to attend private tuition on less than 24 hours' notice; or
  - 3.4.5 the College is temporarily closed due to adverse weather conditions or other safety related or good reasons; or
  - 3.4.6 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.
- 3.5 Exclusion for non-payment:** The College reserves the right to exclude the Student on three days' written notice if Fees are overdue for payment, including where the College has refused to accept a payment under clause 3.1. 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 (as applicable).
- 3.6 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. 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.
- 3.7 Fees after expulsion or required removal:** The College shall not waive or refund any Fees paid by the Parents or the Student Payer following an expulsion or required removal. The Deposit on Enrolment shall be retained by the College 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 or the Student Payer and the College, all arrears of Fees and any other sums due to the College will be payable.
- 3.8 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.
- 3.9 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.
- 3.10 Indemnity:** If the College is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the College against all losses, expenses (including legal expenses) and interest suffered or incurred by the College.
- 3.11 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.
- 3.12 Information about fees:** The Parents or Student Payer agree that the College may make 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 acknowledge that the College may inform 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 will exercise reasonable care and skill in providing educational services for the Student but 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 for the Principal to organise the College and the curriculum in a way which, in the professional judgement of the Principal, is the 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 Parents of significant changes to the curriculum and the reasons for them as soon as practicable.

- 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, progress, attendance or behaviour is unsatisfactory or it is deemed not to be in the best interests of the Student to continue a course or to sit an examination. 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 instigate and pay for a formal assessment. The College reserves the right to charge for the provision of additional teaching and other support arrangements as an Extra, where it is lawful to do so.
- 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 the costs of such visits may be payable in advance and 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 available on the College website and which can be requested from the College: Admissions, Bullying, Safeguarding, Health and Safety, Behaviour 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 will disclose, as soon as possible, and continue to disclose to the College in confidence:
- 5.5.1 details of the Student's academic performance, including any previous public examination results;
  - 5.5.2 any known medical condition, health problem or allergy affecting the Student;
  - 5.5.3 any disability, special educational need or learning difficulty or any behavioural, emotional or social difficulty on the part of the Student;
  - 5.5.4 if the Student has been suspended or withdrawn from or asked to leave another school as a result of misconduct, or if they are under investigation and/or have been convicted of any criminal offence;
  - 5.5.5 any family circumstances, court proceedings or court order which might affect the Student's welfare or happiness;
  - 5.5.6 any concerns about the Student's safety;
  - 5.5.7 any change in the 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.
  - 5.5.8 if it is intended that the Student, if aged under 18 years, is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.
- 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 where certified by an appropriately qualified person as necessary for the Student's welfare and if after reasonable endeavours the College cannot contact either of them or a second emergency contact in time. 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, unless there is clear evidence to the contrary. 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 in breach of another legal duty which causes 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 Behaviour 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 Attendance:** The Parents or the Student Payer accept that the College expects high levels of attendance by the Student and the Principal reserves the right to instigate disciplinary action against the Student if deemed that his / her attendance is unsatisfactory without good cause.

**6.3 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 disciplinary matters. 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:** means Notice given before the first day of a Term and expiring at the end of that Term. One full Term's Written Notice must be given if the Parents or Student Payer wish to:

7.1.1 withdraw the Student at any time; or

7.1.2 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 of Withdrawal. Any decision by the Student to Withdraw from the College shall be treated as a Withdrawal by the Parents or Student Payer.

**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 immediately become liable to pay Fees in lieu of notice, as debt, at the full rate applicable for the Term following Withdrawal. The College reserves the right to offset the Deposit on Enrolment and the Additional Deposit, if paid, against the Fees in lieu of notice.

**7.3 Cancellation right:** 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 between offer and acceptance, the Parents or the Student Payer have the right to cancel this agreement at any time within 14 days of the date on which the Student is Admitted. Where applicable, the Parents or the Student Payer consent to the College providing educational services to the Student if Entry occurs within 14 days of Admission. If the place is cancelled during the cancellation period, the Deposit on Enrolment and any Additional Deposit paid shall be refunded together with any Fees paid pro-rated if the College has provided any educational services under this agreement.

**7.4 Cancellation:** One full Term's Written Notice must be given if the Parents or Student Payer wish to Cancel their acceptance of a place at the College at any time after the end of the 14 day cancellation period (if it applies). Where the Parents or Student Payer have not given a Term's Written Notice of Cancellation or the Student does not enter the College, the Parents or Student Payer shall become immediately liable to pay the first Term's Fees at the full rate applicable for the proposed Term of Entry. 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 do provide a Term's Written Notice of Cancellation, the College will not charge the first Term's Fees but it will retain the Deposit on Enrolment and the Additional Deposit, if paid.

**7.5 Termination by the College:** The College will not terminate this agreement without good cause and full consultation with the Parents or Student Payer and also the Student. The College may terminate this agreement:

7.5.1 on one Term's notice in writing sent by ordinary post or by email. The Deposit on Enrolment and Additional Deposit, if paid, will be refunded without interest less any outstanding balance of Fees: or

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

7.5.3 immediately where the Student does not have the appropriate immigration permission to live in the United Kingdom and to study at the College or, in the case of a Student who holds a Child Student Visa or Student Visa on the basis of sponsorship by the College, where the Parents have arranged accommodation for the Student

- which does not meet the requirements of the Child Student Immigration Rules. In such cases the first Term's Fees will be payable immediately by the Parents or Student Payer; or
- 7.5.4 immediately where, after seven days from the College requesting that they do so, the Parents have not made arrangements which the College considers are suitable with an education guardian or accommodation provider; or
- 7.5.5 immediately where the College receives an unsatisfactory reference relating to the Student or where either of the Parents or the Student Payer has made a false declaration or given a false or misleading disclosure to the College or has failed to disclose to the College anything which they are required to disclose; or
- 7.5.6 immediately if at any time either of the Parents or the Student Payer is declared bankrupt or is a Designated Person under any UK enactment or convicted of a criminal offence anywhere in the world.

## 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 as soon as reasonably practicable 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 rights:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' or the Student Payer's statutory rights.
- 9.2 **Data protection:** The College has a privacy notice which explains how it will use the Parents' and the Student's personal data. The privacy notice is published on the College's website. The Parents or the Student Payer must read the privacy notice before signing the Enrolment Form. The Parents must show the Student a copy of the privacy notice and discuss it with him / her before accepting the offer of a place.
- 9.3 **Information for parents:** We provide parents of prospective Students with information about the College and the educational services we provide in good faith. This information may be contained in the College prospectus and website or in statements made by staff or Students during a visit or an open day. If the Parents or Student Payer intend to take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Principal that the information is accurate before returning a completed acceptance form to the College.
- 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 **Variations:** these terms and conditions and the Fees list are subject to change from time to time to reflect changes in the law or in custom and practice at the College.
- 9.6 **Interpretation:** These terms and conditions supersede any previously in force and will be construed as a whole.
- 9.7 **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 non-exclusive jurisdiction of the Courts of England and Wales.

**Brampton Educational Services Limited: a Company Limited by Shares**  
**Registered in England, Company Number: 2699891**  
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