



## 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 carefully before you accept our offer of a place at the School for your child. These terms tell you who we are and how and on what basis the School will provide educational services.

In these terms 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, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the Chief Operating Officer to discuss.

### I. 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.

"**child**" means a child of whatever age admitted by the School to be educated;

"**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 procedure is available from the School at any time upon request and is also available on the School's website;

"**contract**" has the meaning given in Clause 1(c) below;

"**deposit**" means the sum set out in the Schedule of Fees (and includes, where applicable, any Overseas Deposit (see clause 2(a));

"**fees**" means the termly fees set out in the Schedule of Fees as amended from time to time;

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

"**Guaranteed Place Form**" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"**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 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, including but not limited to the Eastbourne College Rules, the Code of Behaviour Policy, the Rewards, Discipline and Exclusion Policy, the Smoking and Alcohol Policy and the Drugs and Substances Policy. A copy of the then current version of the rules is provided to each child on entry and is sent to parents with the Guaranteed Place Form. Parents will be notified of subsequent significant changes to the rules and the up to date version is listed on the School's parent portal;

"term" means a term of the School as notified to parents from time to time;

"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 - for example, if a term's notice is required to withdraw your child from an extra-curricular activity with effect from the start of the *summer*-term (which is the term to which the notice relates) then a term's notice means you need to tell us in writing about the withdrawal, at the latest, on the first day of the *lent* term immediately before;

"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" or the "parents" means each person who has signed the Guaranteed Place Form as a parent of the child, or a person who with the School's express written consent replaces a person who has signed the Guaranteed Place 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 Eastbourne College Incorporated, a company limited by guarantee registered in England and Wales. Our company registration number is 00115408 and our registered office is at Marlborough House, Old Wish Road, Eastbourne, Sussex, BN21 4JY.
- (c) Our contract with you. The **Guaranteed Place Form**, the **Schedule of Fees**, the **School Rules** 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.

## 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 Guaranteed Place Form and paying the deposit. For reasons of administration, the right is reserved to require payment of a full term's boarding fees plus likely extras as a deposit if your child's normal residence is outside the United Kingdom ("**Overseas Deposit**").
- b) The non-refundable status of the deposit. **The deposit is not refundable if your child does not take up a place at the School.**

The limited exception to this is where a child's place is cancelled in writing to the Headmaster at least 20 months before the date on which the child is due to start at the School, the deposit will be returned in full without interest.

- (c) How we use the deposit. Unless you have indicated that you would like to donate the deposit to the School, the deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving and provided that all fees, fees in lieu of notice and payments in arrears have been settled.

**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 the 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) The period of notice we require. If you wish to withdraw your acceptance of a place BEFORE your child starts at the School you **must** give us written notice before the first day of the term immediately preceding the term in which your child was due to start. This means that if, for example, your child is due to start at the School in August 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 summer term (i.e., the final term of the previous academic year).
- (b) If we receive that period of notice. If you provide that period of notice, you will lose the deposit (subject to repayment under Clause 2(b)) but no further fees will be payable.
- (c) If we do not receive that period of notice. If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the School as a debt. The term's fees will be charged at the rate applicable to the term your child was due to start. The School will credit the deposit you have paid (without interest) to the payment of the term's fees you will owe us (and you hereby acknowledge and agree that the School shall be entitled to retain the deposit on account of payment of the term's fees). Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.
- (d) 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 you may cancel this agreement at any time within 14 days of the date of signing the Guaranteed Place 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 agreement.

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

Please note that all of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).

- (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** or **extras**. By way of example, any extra-curricular activities (such as private music lessons, School trips and visits) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly. A variety of educational visits will be provided for your child while a pupil at the School. The cost of some educational visits will be charged as an extra and added to the bill. Your prior consent will be sought for a visit costing more than £40. Educational visits abroad or those in the United

Kingdom involving an overnight stay, or those considered by the School as being higher risk, will be the subject of a separate agreement with parents. The cost of the trip will be payable in advance. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the your child's safety and welfare, or to respond to breaches of discipline, will be added to the bill. 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. Further details are set out in the Admissions Policy which is sent to parents with the Guaranteed Place Form and is available on the School's parent portal.

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

- (c) (i) Who is responsible for ensuring payment. Each of you who has signed the Guaranteed Place Form is 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 Guaranteed Place 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 Guaranteed Place 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 Guaranteed Place Form.
- (iii) How bursary etc. awards are treated. If your child has been awarded a scholarship, bursary or other award, 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.
- (d) 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 4(c)(i) above). The fees must be paid in full by direct bank transfer or cheque on or before the first day of the term to which the invoice relates. The only exception to this is when a prior agreement has been reached for the fees to be paid under the School's direct debit scheme arrangement. **We may not allow your child to attend the School if you do not pay on time.**
- (e) 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 together with each term's fees as they become due in accordance with 4(d) above.

**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.*

- (f) (i) Non-payment of fees: refusal to attend school. We may refuse to allow your child to attend the School or withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.
- (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 4(d) and 4(e) 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 will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs being costs that would be allowable by the courts if judgment was made in the School's favour).
- (v) We can notify other educational institutions of your outstanding payments. We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges so that they can make a full and legitimate assessment of your capacity to pay their fees.
- (vi) You agree that we can appropriate a payment made to the School in respect of one child to the unpaid account of any other child of the family.

**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.*

- (g) Our ability to increase the fees. Fees are reviewed annually and are subject to increase from time to time. If less than a term's notice is given of a fee increase greater than 8%, notice of withdrawal given within 21 days after notice of the increase was received will not incur a term's fees in lieu of notice and the Acceptance Deposit will be refunded without interest.
- (h) Fees and supplemental charges will not be reduced due to your child's absence. Fees and any agreed supplemental charges will not normally be reduced or refunded as a result of absence due to illness or otherwise. If your child takes study leave at home before or during public examinations, or stays at home following those examinations, no reduction of fees will be made in respect of such periods spent at home.
- (i) 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 capital payment in respect of all or part of the fees due under this contract) the School will administer such capital sum to meet the fees pursuant to the FIA Terms and Conditions PROVIDED THAT you meet the difference 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. For the avoidance of doubt, the School will provide a termly statement of account in respect of the fees and supplemental charges and the difference shall 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 from the School (other than at the normal leaving date i.e. the end of the Upper Sixth Year), 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 wish to withdraw your child with effect from the start of the Michaelmas term (i.e., 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 summer term (i.e., the final term of the preceding academic year).
- (b) Notice to change your child's place at the School. If you 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.
- (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 covered by a supplemental charge. If you wish to withdraw your child from an activity 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. Specific notice provisions apply to trips.
- (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 part-way through a term.

## 6. School Rules

- (a) Compliance with the School Rules. It is a condition of remaining at the School that you and your child comply with the School Rules. In addition, you promise to ensure that your child attends School punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the School Rules). You also agree that your child will take a full part in the activities of the School throughout the term, including at weekends, e.g. Chapel as expected, games, College sports teams and fixtures (including those scheduled on Saturdays), and CCF (membership of which includes overnight trips, is compulsory in Year 10 and pupils are expected to continue in year 11 & 12 unless they are accepted into the alternative programme offered by the School).
- (b) We may undertake drugs or alcohol testing of your child. The School may undertake drugs or alcohol testing of pupils in accordance with its Drugs and Substances policy and Smoking and

**Alcohol policy to ensure compliance with the School Rules.** The School undertakes reasonable searching precautions to ensure that drugs and alcohol are not present on campus. The drugs and alcohol policies have been adopted with the aim of safeguarding the health and safety of all pupils.

- (c) 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 and suite of e-safety policies 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.
- (d) Confidentiality. The School reserves the right to impart confidential information regarding either you or your child on a "need-to-know" basis where necessary to safeguard or promote your child's welfare or to avert a perceived risk of serious harm to your child or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability your child may have. In accordance with statutory guidance regarding the protection and safeguarding of children's welfare, this may include receiving and / or disclosing information from / to relevant outside agencies such as the Police and Children's Services. The School also operates a search and confiscation policy in line with government guidance.

## 7. **Suspension, Expulsion 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, expel your child from the School if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or expulsion 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 discretion require you to remove your child from the School, or in the case of Clause 7(c)(i) below may in his or her discretion exclude you from the School's premises and events, if the Head considers that:
- (i) **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 or other children's progress at the School, or the wellbeing of School staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with your obligations under this contract where we have cancelled this contract under Clause 14 below;
  - (ii) your child's attendance 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. If this happens, 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; or
  - (iii) it is in the best interests of your child's welfare and/or safety that they have a period away from school. Such a decision to "send home" would not form part of their disciplinary record.
- (d) What happens if your child is suspended, expelled or removed from the School!
- (i) Should the Head exercise his or her right under either Clause 7(a) or Clause 7(c)(i) 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 expelled 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)(ii) then the deposit will be credited in the usual way (see Clause 2(c)).

- (ii) If your child is expelled or you are required to remove your child from the School, fees in lieu of notice will not be payable and any fees and/or supplemental charges (including any overseas element of the deposit) that have been prepaid for or relating to any term after the expulsion/required removal will be refunded.
- (e) Impact of expulsion 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 expulsion 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 Complaints Procedure.

## **8. The School's Obligations**

- (a) Moving up the School. It is assumed that each child who satisfies the relevant criteria at the time will progress through the School and will ultimately complete the Upper Sixth Year (Year 13). However, the School reserves the right to refuse at its discretion to allow a child to progress to the next stage of the School e.g. if they fail to meet the required academic standard. You will be consulted before the end of the lent term in Year 11 if there appears to be any reason why your child may be refused a place at the next stage of the School. You must give a term's notice in writing in accordance with clause 5(a) above (i.e. before the start of the Summer Term in Year 11) if you do not wish your child to proceed to the next stage of the School, or a term's fees in lieu of notice will be payable.
- (b) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your 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 your 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 your child while off the School premises unless he or she is taking part in a school activity or otherwise under the 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. You will be asked to provide prior written consent for participation in other non-routine activities which the School considers carry a greater risk of injury.
- (d) What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the School's care, we will if practicable try to obtain your (or your appointed guardian's) prior consent. **However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).**
- (e) Our right to make changes at the School. Our prospectus, promotional literature, website and any information provided verbally during open days and conducted tours of the School describe in good faith 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)). **When deciding whether to enter into this agreement with the School, if**



you wish to place specific reliance on a matter contained in the prospectus, website, any other promotional material, or a statement made by a member of staff or a pupil during the course of a conducted tour of the School or a related meeting you should seek written confirmation of that matter from the Director of Admissions before entering this agreement.

- (f) 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 5(a) above.
- (g) Monitoring your child's progress 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 concern about your child's progress but we do not undertake to diagnose dyslexia or other conditions.** A formal assessment can be arranged either by you or by the School at your expense. We may require parents to engage and pay for specialist educational / medical diagnosis and support in a situation whereby a failure to do so would, in the opinion of the school, be detrimental to the child's wellbeing and/or other pupils who live / work alongside your child. **You may be asked to withdraw your child if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.** 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.
- (h) Religious observance. The School has a Christian ethos and welcomes staff and children from many different ethnic groups, backgrounds and creeds, as well as those with no faith. Religious observance at the School will be conducted in accordance with the School Rules and other relevant 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:
  - (i) maintaining a constructive relationship with School staff (including where the School is exercising its rights and performing its obligations under this contract);
  - (ii) ensuring good attendance, encouraging your child in his or her studies, and giving appropriate support at home;
  - (iii) providing full disclosure of all relevant information regarding your child prior to their attendance at the 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 for your child);
  - (iv) 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 (or changes to it) are not withheld;
  - (v) providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education (including where the School may wish/need to provide such education remotely); and
  - (vi) attending meetings and keeping in touch with the School where your child's interests so require.
- (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), 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 or other materials relevant to any of the same. This is so that we can best assess your child's personal educational and medical needs and also discharge our duty to safeguard your child and other children attending the School.

- (d) Medical matters at school. In order that the best use may be made of the facilities and services provided under the National Health Service, every boarder must be registered on the list of the School Medical Officers while a pupil at the School. The School Medical Officers shall have the final say concerning the management of pupils' medical matters whilst they are resident at the school: this may include the pupil having to leave school to go home or to a guardian during an episode of ill-health or other restrictions which affect the pupil attending class or participating in sport. Any pupils who are prescribed medication by any person (including a medical professional) other than the School Medical Officers must submit that medication for approval by the School Medical Officers prior to use. Parents must ensure that the Medical Centre is provided with correspondence by the person prescribing the medication. Any non-medical supplements must be brought to the Medical Centre by the pupil to seek approval for use within the School. All new pupils will have a routine medical examination with the School Medical Officer (or other doctor appointed by him), usually during the first term at the School. Arrangements can be made on request for a parent to be present but this is subject to the Pupil's consent if the Pupil is of sufficient maturity and understanding (usually at 12+ years).
- (e) 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 that you or your nominated guardian will 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 will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- (f) 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. Such information must be provided when registering your child at the School, when signing the Guaranteed Place Form, and on an ongoing basis throughout your child's attendance at the School.
- (g) You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and 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. These would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact and/or parental responsibility arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. 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).
- (h) 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(i) 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.*

- (i) *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 (i.e., under any of **Clauses 3(a), 4(c)(iii), 4(g), 5(a) or 5(b)**) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).
- (j) *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.
- (k) *Parents must notify us if they will be absent for a period of time.* Children, except when boarding, are required during term time and at weekends, exeats (permitted periods of time away from School) and half term to live with a parent or legal guardian acceptable to the School. Short-term boarding can be provided during term-time (but not exeats or half terms) for a child where accommodation arrangements have broken down and will be charged as an extra. If at any time during your child's time at the School you (or either 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. This includes day pupils.
- (l) *Educational guardians.* A child of any age whose parents are resident outside the United Kingdom must have an education guardian in the United Kingdom who has been given legal authority to act on behalf of the parents in all respects and to whom the School can apply for authorities when necessary. The School can accept no responsibility during leave weekends, exeats, half term or the holidays for children whose parents are resident abroad and the parents and guardians of such children must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the parents but the School may be able to assist, by providing parents with the names of agencies or individuals who have acted as guardians in the past. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian.
- (m) *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 available from the School at any time upon request and is available on the School's website.

#### 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. 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.*

*Furthermore, it will not always be necessary or appropriate for us to obtain consent for every use we make of personal data. The law recognises this but does require that we set out these uses clearly as far as possible. Please also see our 'Privacy Notice' which is available on the School's website.*

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

- (a) We may provide a reference for your child. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend so that they can make a full and legitimate assessment of your child's suitability to be offered a place. Any reference supplied by us will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- (b) Our use of information relating to your child, and to you, for certain purposes connected with the running of the School. This will include making use of name, contact details, school records, photographs and video recordings relating to your child (and, where appropriate, to you), both whilst your child is at the School and after he or she has left, for the purposes of:
- (i) our legitimate day to day running of the School and managing relationships between the School and current pupils/parents and fulfilling our obligations under the contract with you;
  - (ii) promoting the School to prospective pupils/parents;
  - (iii) publicising the School's activities; and
  - (iv) communicating with the school community and the body of former pupils.
- In respect of (ii), (iii) and (iv), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) any of the School's social media channels and in relation to such processing we will seek your consent when you complete the mandatory new pupil joining form/s prior to your child joining the School.
- (c) You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:
- (i) 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
  - (ii) 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.
- (d) As Tier 4 sponsor we may need to provide certain information to UKVI. In order to comply with our legal obligations as a licensed sponsor under Tier 4 of the Home Office's points-based system for immigration purposes, we may need to notify and/or supply 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).

- (e) We will send information (e.g., 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 the Data Protection Act 2018 (as amended or superseded)).
- (f) Data Protection Law. The School will process personal data about you and your child in accordance with all applicable data protection legislation:
- (i) as set out in this Clause 11, and in the School's 'Privacy Notice' which is available on the School's website as may be amended from time to time;
  - (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal obligation or regulatory or good practice requirement;
  - (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the school's purposes; and
  - (iv) where necessary for the purposes of legitimate interests pursued by us or a third party, except where such interests are overridden by the interests, rights or freedoms of either your child, you or a third party.

## 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 may 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:
- (i) 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;
  - (ii) your child is expelled from the School under Clause 7(a) of this contract;
  - (iii) you are required to remove your child from the School (including circumstances where you (as opposed to your child) act in such a way as to give the Head cause to require you to remove your child from the School) under Clause 7(c)(i) of this contract;
  - (iv) 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) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not);

- (v) 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;
  - (vi) you (or either of you):
    - (aa) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
    - (bb) are otherwise unable to pay your debts as they fall due;
    - (cc) are the subject of a bankruptcy petition or order; or
    - (dd) you enter into an individual voluntary arrangement; or
  - (vii) you otherwise do not comply with (i.e. 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 Head's reasonable discretion, the School is not able to provide, or is compromised in providing, 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:
- (i) you have a legal right to end the contract because of something we have done wrong; or
  - (ii) 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.
- (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 and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to these as an "event".
- (b) *What happens if we are affected by an event outside of our control!* If an event beyond our control arises which prevents or delays the School's performance of any of its obligations under this contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- (c) *Events lasting more than 6 months.* If the School is prevented from performing all of its obligations as a result of an event for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the School and without giving a term's notice or paying fees in lieu of notice.
- (d) *What happens if your child is affected by an event outside of your control!* Subject to Clause 4(h), if your child is unable to attend (or is likely not to be able to attend) the School due to reasons caused by an event you shall give the School notice in writing of such circumstances and the following provisions shall apply:

- (i) in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
- (ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the School then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
- (iii) if the event continues to prevent your child from attending the School or being able to participate and benefit from any level of provision of education by the School for more than six (6) months you shall discuss with the School a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the School and without giving a term's notice or paying a term's fees in lieu of notice.

#### 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:
  - (i) sent by email to the School using this email address:hmsec@eastbourne-college.co.uk
  - (ii) delivered by hand to the School;
  - (iii) sent to the School by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
  - (iv) otherwise sent to the School's address by first or second class post.

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(a), 4(c)(iii), 4(g), 5(a), 5(b) or 5(d) of these terms and conditions (i.e. those provisions dealing with withdrawing your child from the School or otherwise changing your child's place or the activities undertaken by your child) you telephone the School to confirm non-receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 72 hours (during a school holiday period) after sending the notice.

#### 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.

15 December 2023