



The Bell Concord Educational Trust Limited.
Registered in England No 1503040. Registered Charity No 326279.
Registered Office: Acton Burnell Hall, Acton Burnell, Shrewsbury, Shropshire, SY5 7PF, United Kingdom.
www.concordcollegeuk.com

PARENT CONTRACT

Acceptance Form

We hereby accept the offer of a place at Concord College for <name of student> with effect from <entry date> and have made a payment of £<amount> as the deposit.

Before signing this Acceptance Form you should read (i) the Terms and Conditions attached and (ii) the College Rules, Expectations of Students and Code of Conduct as published on the College website www.concordcollegeuk.com and draw them to the attention of your child.

A. Acceptance of a student place at Concord College

We acknowledge that we have accessed the College Rules, Expectations of Students and Code of Conduct and that we and our child shall observe and comply with them.

We acknowledge and agree that the terms and conditions attached to this Acceptance Form as varied from time to time, form part of the contract between us and the College.

By signing this Acceptance Form, we confirm that:

- (a) all holders of parental responsibility** for the above-named student have signed this Acceptance Form and that no one else holds parental responsibility for the student;
- (b) we, the above-named student's mother/father live/co-habit/live separately (*delete as appropriate*) at the address(es) shown below and we agree to notify the College immediately of any change of address or our family circumstances;
- (c) we agree to pay the fees and supplemental charges when due;
- (d) we confirm that (if applicable) we are not (jointly or individually) in arrears on the payment of any fees or charges owing to our child's current (or previous) school or educational establishment;
- (e) unless otherwise notified to the College in writing prior to signing this Acceptance Form:
 - i. there are no court orders in place in respect of the care or living arrangements of our child or the payment of fees, for their education;
 - ii. any information or circumstances about or relating to us and/or our child that has previously been notified to the College (including information about our child's health / medical conditions, disability and special education needs provided as part of the admissions process) is and remains complete and accurate; and
 - iii. our child has the right to enter, live and study in the United Kingdom and, if applicable, we have made appropriate arrangements for our child's visa application, travel, reception, living and care in the UK. If we require Concord College to sponsor our child and issue a Certificate of Acceptance of Studies (CAS) to our child so that they may apply for relevant permission to enter or stay in the UK as a student (for which the College may charge an administration fee), we have previously notified the College of this. Please note, if the College has made your child a conditional offer, then it will not be able to issue you with a CAS until the conditions of that offer have been met.

B. Donation of Deposit

Please tick this box if you wish to donate your deposit to the Anthony Morris Scholarship Fund when your child leaves Concord College.

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When our child leaves Concord College we would like to donate our deposit to the Anthony Morris Scholarship Fund.

C. Use of images of your child by the College

The College makes various uses of images of students during their time at Concord College. Some of these are necessary for administration and the safety of pupils, such as CCTV and for your child's security ID. Media uses, including photos of students at work or playing games, may include the College website, on social media channels (where appropriate), or as part of a College prospectus or magazine.

Please indicate if you consent for the time being to your child's image being used in Concord College media. Where appropriate (owing to the student's age or nature of the use) we will also seek the verbal or written consent of a particular student before publishing any image where that student is a particular focus of the shot, or identified by name, but not usually when included as part of a larger group or team shot.

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Please tick this box if you consent to your child's image being used in College media in the manner described.

You may withdraw consent at any time in the future, but please be aware that objecting will not necessarily mean that we will not continue to process images of your child that are either necessary for administration of the College, or separately consented by you or your child, or where the College requires it and is otherwise lawfully entitled to do so. It may not be possible to change printed publications, such as the school magazine or prospectus, or third-party publications. Please see our Privacy Notice and Images of Children Policy for further details.

D. Signatures

Signed by:	Signed by:
.....
(signature)	(signature)
.....
(print name)	(print name)
.....
(date)	(date)
.....
(relationship to child)	(relationship to child)
.....
.....
.....
.....
.....
(address)	(address)

See notes on the next page.

Each person with parental responsibility for the child is required to sign this Acceptance Form and the College is entitled to treat any instruction, authority, request or prohibition received from one signatory as having been given on behalf of all those with parental responsibility for the child. An exception to this is with regard to a notice of withdrawal of the child from the College – such notice must be signed by all those with parental responsibility for the child. (See Clause 8 of the Terms and Conditions.)

** Parental Responsibility is defined in the Children Act 1989 as "*all the rights, duties, powers and responsibilities and authority which by law a parent of a child has in relation to the child and his or her property*". It equates to legal responsibility for the child. If you have any doubts about whether you do or do not have parental responsibility for the child you may wish to seek legal advice.

IMPORTANT - when you complete, sign and submit this Acceptance Form and pay the deposit, you enter into a legally binding contract with Concord College on the College's Terms and Conditions.

If you subsequently change your mind and decide to withdraw your child before they take up their place, your deposit may be retained and you may be charged with fees in lieu of notice - see Clause 3 of the terms and conditions for more information about this.



PARENT CONTRACT

Terms and Conditions

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

Why you should read them. Please read these terms carefully before you accept our offer of a place at Concord College for your child. These terms set out how and on what basis the College will provide educational services and they are important to the good management and operation of the College and our provision of educational services.

If anything in these terms is unclear and you would like further explanation, please contact the Principal's Personal Assistant to discuss.

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1 Definitions

- (a) Meanings of some words and phrases used in these terms and conditions. The following words and phrases have specific meanings in these terms and conditions:

"Acceptance Form" means the form provided by the College for parents to complete when accepting a place for their child at the College;

"child" means a child of whatever age admitted by the College to be educated and includes any student aged 18 or over;

"the Complaints Procedure" is the College'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 College. It does not form part of the contract between you and the College. A copy of the procedure is available on the College's website;

"deposit" means the sum required on acceptance of an offered place;

"fees" means the published fees as amended from time to time;

"Principal" means the person appointed by the Trustees of the College to be responsible for the day-to-day running of the College, including anyone to whom such duties have been duly delegated;

"College Rules, Expectations of Students and Code of Conduct" means the rules and expectations of the College, 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 College. Parents will be given notice of such amendments. The rules, expectations and code of conduct are available on the College's website.

"term" means a term of the College 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 preceding the term to which the notice relates;

"terms and conditions" means these terms and conditions as amended from time to time;

"guardianship" means the provision of a person in the UK appointed by the parent or guardian of a child who normally resides overseas with whom the child may reside during holiday periods or periods of suspension;

"we" or the **"College"** means the legal entity carrying on as the College as identified in Clause 1(a) above, or its duly authorised representative, as the context requires; and

"you" or the **"parents"** means each person who has signed the Acceptance Form as parent of the child or a person who with the College's express written consent replaces a person who has signed the Acceptance Form (and **"your"** shall be construed accordingly).

In these terms and conditions we provide illustrative examples to provide 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 the examples that are given are not exclusive or limiting examples in question.

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

- (b) Who we are. We are **The Bell Concord Educational Trust Limited** which is the legal entity in ownership of Concord College. We are a registered company in England and Wales. Our company registration number is 01503040 and our registered office is at Acton Burnell Hall, Acton Burnell, Shrewsbury, Shropshire, SY5 7PF. Our registered VAT number is 292380392;
- (c) Our contract with you. The **Acceptance Form**, the **published fees**, the **College Rules, Expectations of Students, Code of Conduct** 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 Bell Concord Educational Trust Limited. 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 an offer of a place. An offer of a place for your child at the College is accepted by your submitting the duly completed Acceptance Form and paying the deposit.
- (b) The non-refundable status of a deposit. The deposit is not refundable if your child does not take up a place at the College.
- (c) The deposit will be retained by the College and credited without interest to the final account when your child leaves the College.

- (d) How we use the deposit. The deposit will form part of the general funds of the College until it is credited to the final account without interest once your child has completed their studies at the College. Should you decide to donate your deposit to the Anthony Morris Scholarship Fund, your deposit will be transferred from the general funds to the Anthony Morris Scholarship Fund when your child leaves the College.
- (e) How we refund the deposit. The deposit must be refunded to the originating bank account.

PLEASE READ THIS NEXT SECTION CAREFULLY - it refers to actions required by you if you wish to withdraw your acceptance of a place before your child joins the College. The cancellation of a place which has been accepted can cause losses to the College as the College may be unable to fill the place with another student.

3 Withdrawing your Acceptance of a Place before your child joins Concord College

- (a) The period of notice that we require. **If you wish to withdraw your acceptance of a place before your child starts at Concord College both parents must give written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start or pay to the College a term's fees in lieu of notice.** This means that if, for example, your child is due to start at the College at the start of an academic year, for example 1st September, 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, for example 1st April or other date that is published by the College as the start of the term in that year).
- (b) If we receive the required period of notice. If such notice is received by the College by that date the deposit will be forfeited in accordance with Clause 2(b) above but no further fees will be payable.
- (c) If we do not receive the required period of notice. If such notice is received on or after that date (or if no notice is received), a term's fees shall be payable and shall become due and owing to the College as a debt. The term's fees shall be charged at the rate applicable for the term immediately preceding the term when your child was due to start and the College shall credit the deposit (without interest) to such payment of the term's fees. Where applicable, such fees shall be reduced to take account of any scholarship or bursary awarded to you.

4 College Fees, Supplemental Charges and Payment

- (a) What the fees include. The fees include all the costs incurred in the usual course of the education by the College of your child, unless otherwise notified to you by the College at any time.
- (b) What the fees do not include: supplemental charges. The provision of extras such as books, stationery, examination fees, extra tuition, extra-curricular activities, private music lessons, trips and visits shall be deemed to be supplemental to items met by the fees and charged for accordingly. Any additional charges incurred by the College in providing for the special educational needs of your child shall be charged as supplemental to the fees.
- (c) Applicable taxes. All of the fees and supplemental charges are exclusive of any taxes, which will be added where applicable.

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

- (d) Who is responsible for payment. **Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the College. Our contract applies to all signatories collectively and individually.** The persons who have signed the Acceptance Form remain liable to the College for the whole of the fees and supplemental charges due, unless the College has expressly agreed in writing with the persons who have signed the Acceptance Form to look exclusively to any other person for payment of the fees and/or any supplemental charges or any part of them.
- (e) How one parent can remove themselves from their payment responsibility and circumstances where the College may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract. A parent who has signed the Acceptance Form may be removed from their payment responsibility under this contract by submitting a term's notice but that parent must have obtained the prior written consent of both the College and the other parent who has signed the Acceptance Form before submitting such notice. Separately, the College may (without obligation to do so) agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless and until we agree otherwise in writing.

- (f) How bursary and scholarship awards are treated. If your child has been awarded a scholarship/bursary, your responsibility will be to pay the amount of fees due after taking account of that award. **An award may be withdrawn if, in the opinion of the Principal, your child's attendance, progress or behaviour no longer merits the continuation of the award, but 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 Principal 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 College, no fees in lieu of notice will be payable by you. If your child remains at the College beyond these 14 days, following the withdrawal of an award, full fees will become due immediately.
- (g) How the fees are charged and payment requirements. Fees are calculated on an annual basis and are usually invoiced half-yearly in advance. For those students due to join the College in September, the first half-year's fees will be due by the preceding 1st June and for those students due to join in January, will be due by the preceding 1st October. If fees are not received by these due dates the College reserves the right to offer that place to another student. Subsequent half-yearly fees will fall due on 1st August and 1st February, or on such other date as notified by the College. Fees payable will be included in an invoice sent to those persons who have signed the Acceptance Form (or such other person(s) the College has agreed shall pay the fees under Clause 4(c) above). The fees must be paid in full either by cheque, bank draft or direct bank transfer by the due date as indicated on the invoice.
- (h) Payment of supplemental charges. All supplemental charges will be included on fees invoices and must be paid in full with the fees.
- (i) Non-payment of fees: refusal to attend College. **We may refuse to allow your child to attend the College or to withhold any references, and/or withdraw sponsorship of your child's Tier 4 / student visa (if applicable) while fees and/or supplemental charges remain unpaid or there is a persistent default in relation to the payment of fees and/or supplemental charges.**
- (j) 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 receive the relevant service, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.
- (k) We can charge interest if you pay late. If you do not make a payment to the College by the due date for payment we may charge interest to you on the overdue amount at the rate of 3 per cent per annum above the base rate for the time being of the College'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 judgement. **You must pay the College the interest together with the overdue amount.**
- (l) 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).
- (m) We may 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.

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 College.

- (n) Our ability to increase the fees. The fees will be reviewed from time to time (usually annually) and will be increased by such amount as the College considers reasonable. Notice of an increase in the fees will be sent to you prior to the end of the penultimate term before the increase is to take effect.
- (o) Fees and supplemental charges will not be reduced due to your child's absence. Fees and any agreed supplemental charges will not be reduced or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. If your child takes study leave at home before or during examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), no reduction of fees will be made in respect of any periods spent at home.
- (p) Information on your identity and the source of funds. From time to time we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:
 - (i) your identity;
 - (ii) your child's identity;
 - (iii) that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;
 - (iv) your child's right to enter, live and study in the United Kingdom; and

- (v) the legitimate source of funds you are using to pay the fees.

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

- (q) Allocation of payments to your fees account. Except where expressly agreed with you otherwise, the College shall be entitled to allocate payments from you to your account as it sees fit. For example, the College shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the College.

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 College 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. 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 College. If you wish to withdraw your child from the College, you must either give us a clear term's notice to that effect or pay to the College 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 autumn term (i.e. at the start of the 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 (ie, the final term of the preceding academic year).
- (b) When the relevant amount in lieu of notice must be paid. In cases under Clause 5(a) 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.
- (c) 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, for example music lessons, you must either give a half term's notice to that effect or pay to the College a half term's charges for the activity in which your child has ceased to participate.
- (d) Withdrawal part-way through a term does not reduce the amount you owe to the College. The College'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 College Rules

- (a) Compliance with College Rules. It is a condition of remaining at the College that your child complies with the College Rules as amended from time to time. In particular you undertake to ensure that your child attends College punctually and that your child conforms to such rules of appearance, dress and behaviour as we may issue.
- (b) We may undertake drugs and alcohol testing of your child. The College may undertake drug and alcohol testing of students in accordance with its drug and alcohol policy. The drug and alcohol policy has been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all students.
- (c) Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media. The College may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use, and use of social media. We may do this for various reasons, including ensuring compliance with the College Rules or where it is appropriate or necessary for the College to do so in connection with the College's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

7 Suspension, Exclusion and Required Removal

- (a) The Principal's discretion to suspend or exclude your child from the College. The Principal may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the College if the Principal considers that your child's attendance, progress or behaviour (including behaviour or conduct outside the College) is unsatisfactory and the suspension or exclusion is in the College's best interests or those of your child or other children. Exclusion/suspension means that your child will have no access to the College premises or facilities without the express consent of the Principal.

- (b) Where you can find examples of offences punishable by suspension or expulsion. The College Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Principal 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 will be taken into account.
- (c) The Principal's discretion to require you to remove your child from the College. Instead of expulsion or suspension, the Principal may in his or her discretion require you to remove your child from the College if the Principal 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 affect adversely) your child's or other children's progress at the College, or the well-being of College staff; and/or brings (or is likely to bring) the College 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 Principal, the removal is in the College's best interests and/or those of your child or other children.
- (d) What happens if your child is suspended, excluded or removed from the College.
 - (i) Should the Principal exercise his right under Clauses 7(a) or 7(c) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded or suspended and (save in the case of suspension) the deposit will be forfeited meaning the College will retain the deposit. If you are required to remove your child from the College as a result of the Principal 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 excluded or you are required to remove your child from the College, fees in lieu of notice will not be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the expulsion/required removal will be refunded.
- (e) Impact of exclusion or required removal on this contract. Provided you have paid the College's final invoice, this contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the College.
- (f) Your right to have disciplinary matters or decisions reviewed. You are entitled to have any serious disciplinary matters or decisions taken by the College and/or Principal under this Clause 7 reviewed. Any such review shall be governed by the Complaints Procedure.
- (g) You must arrange a guardianship service if your child is suspended. Parents/guardians of overseas children must arrange a guardianship service if their child is suspended or if they wish their child to remain in the UK during those official College holiday periods when they are either not allowed or do not wish to remain on campus.

8 The College's Obligations

- (a) The period of your child's schooling. Subject to these terms and conditions, the College undertakes to accept your child as a student of the College. However, the College reserves the right not to allow promotion from one academic year to the next, details of which are included on our website within Admissions - Expectations of Students and Guidance for New Students. This might arise where it is felt that a student, for a variety of reasons, is making unsatisfactory progress. The student might be asked to leave or might be asked to repeat the academic year. The option selected by the College will depend on whether it is felt that the student is likely to benefit and progress during another year at the College. If the student is asked to leave, suggestions of alternative schools and courses will be made and support will be given with references. Minimum academic attainment is required for initial entry into the College and for entry or promotion into the Sixth Form, as amended from time to time. The College shall not be obliged to permit your child to enter the Sixth Form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The College will make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known, which will be conditional upon the results of such examinations.
- (b) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a student of the College, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during College hours and at other times when your child is permitted to be on College premises or is participating in activities organised by the College. **We cannot accept responsibility for the welfare of your child while off the College premises unless they are taking part in a College activity or otherwise under the supervision of a member of College staff.** The College 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 trips and visits, in contact sports and other sports 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.

- (d) What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the College's care, we will if practicable try to obtain your prior consent. **However, if we are unable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor including: anaesthetic or operation or blood transfusion (unless you have previously notified us that you object to blood transfusions).**
- (e) Our right to make changes at the College. Our website describes the broad principles on which the College is presently run. However, from time to time it may be necessary to make changes to any aspects of the College, 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 College is required to close the College premises, and we reserve the right to do so.
- (f) We will give you notice of significant changes. Where practicable, we will give parents notice of any changes at the College that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect. We will endeavour to update the website as changes occur.
- (g) Monitoring your child's progress at the College. We will monitor your child's progress at the College 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, ADHD or other conditions.** However, we will facilitate the arrangement of a formal assessment, the charge for which will be included in fees invoices. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Principal the College cannot provide adequately for your child's special educational or welfare needs. The Principal may request that other arrangements be made by you at your expense for accommodating your child off campus (if your child is a boarder) if in his opinion it is in the best interests of your child's welfare.
- (h) Religious observance and relationships and sex education (RSE) and health education. Religious observance, relationships and sex education (RSE) and health education at the College will be conducted in accordance with the College Rules and 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 Principal and College 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 College and College staff in good faith including by:
 - (i) maintaining a constructive relationship with College staff (including where the College is exercising its rights and performing its obligations under this contract), acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the College are reasonable and appropriate;
 - (ii) encouraging your child in his or her studies and giving appropriate support at home/from home (if your child is boarding);
 - (iii) maintaining regular contact with your child (if your child is boarding) and providing support to your child and to the College with regard to your child's welfare;
 - (iv) keeping the College informed of matters which affect (or may affect) your child (including circumstances which may arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child), as well as any changes to their immigration status;
 - (v) ensuring that all details or other information notified or otherwise disclosed to the College 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;
 - (vi) providing co-operation and assistance to the College so that your child can participate in and benefit from the College's provision of education (including where the College wishes to provide such education remotely); and
 - (vii) attending meetings and keeping in touch with the College 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 College that you complete and submit to the College a medical questionnaire in respect of your child.** You must inform the College 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 College or otherwise, with any reports or other materials relevant to any of the same. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 14 below.**

- (d) Circumstances where we may require you to keep your child away from the College. If the College so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the College until such time as the health risk has passed. Where it is considered appropriate in such circumstances we shall endeavour 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).
- (e) You must notify us of any special arrangements needed for your child. You must inform the College of any situations where special arrangements may be needed for your child, including for their education or welfare.
- (f) 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. You must inform the College if, at any time prior to or during your child's time at the College, 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 College (including its premises) and/or the College's provision of education to your child. These would include any court order or undertaking which may deal with or impact upon in any way: (i) your child's living and/or contact 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 College with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).
- (g) We require you to nominate an 'Educational Guardian' for us to contact in your absence. Where we notify you that this is a requirement (for example for parents who live overseas), it is a condition of your child's joining and remaining at the College that you nominate a 'responsible adult' or 'Educational Guardian' for your child who, amongst other things, can be contacted if the School is not able to contact you and who can look after your child in your absence. You must provide us with full details of the educational guardian and inform us immediately if these change. **If your child's visa is sponsored by the College as a 'Child Student' this is a requirement of their visa and we will not issue a CAS until you have provided us with details of the Educational Guardian.**
- (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 College, the College 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 College is entitled to treat:
 - (i) any instruction, authority, request or prohibition received from any one signatory to the Acceptance Form as having been given on behalf of both or all such signatories; and
 - (ii) any communication from the College to any one signatory of you as having been given to all such signatories.

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(e) or 5(a) **must be in writing and signed by each of you as the holders of parental responsibility for your child** (and the College 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 the College. The Principal must be informed as soon as possible in writing of any reason for your child's absence from College. Wherever possible the College's prior consent should be sought for absence from the College.
- (k) Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the College 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 College immediately in writing and provide the details required by the College as a result, including the name and contact details for a 'responsible adult' for the period of your absence.
- (l) Raising concerns with the College and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or the progress of your child you must inform the College without delay. Complaints should be made in accordance with the College's Complaints Procedure.

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 College or during travel or participation in trips and activities or for the payment of fees during any absence of your child or closure of the College premises. Insurance for private healthcare and dental injury and emergency cover are available via the College. Charges

are included on fees invoices (where applicable) once the parent or guardian has opted in. Where your child has opted for the College to store their possessions outside of term time, then you should ensure that you have selected appropriate insurance for this service.

PLEASE READ THIS NEXT SECTION CAREFULLY

Although there will be circumstances where it is appropriate to seek parental consent, data protection and privacy rights belong to the individual. The law considers that children of average maturity will, from the age of 13, have sufficient awareness of their own privacy to make certain decisions relating to their personal data themselves and sometimes, but not always, the law may require that the decision of the child is more important than that of the parent.

In most cases, it will not be necessary or practical for us to obtain consent for every use we make of personal data of you or your child. The law recognises this but also requires that we clearly set out what these uses are as far as possible. Please also see our 'Privacy Policy' which is available on the College's website and provides further information.

11 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. 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 liable for any loss you or your child is alleged to have suffered resulting from opinions reasonably given or in correct statements of fact contained in any reference or report given by us.
- (b) We will need to use information relating to your child and to you for certain purposes connected with the running of the College. This will include name, contact details, school records, photographs and video recordings both whilst your child is at the College and after he or she has left for the purposes of:
 - (i) managing relationships between the College and current pupils/parents and fulfilling our obligations under the contract with you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees; and
 - (ii) promoting the College to prospective pupils/parents, publicising the College's activities, and communicating with the College community and the body of former pupils.

In respect of (ii) this includes use of such information by the College in/on the College's prospectus (in whatever format or medium it is produced/made available), the College's website(s) and (where appropriate) the College's social media channels.
- (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 College; and
 - (ii) inform the College 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 College, including relevant contact details.
- (d) As a 'Student Sponsor' we need to provide certain information to the Home Office. In order to comply with our responsibilities as a licensed *Student Sponsor* for immigration purposes, we may need to provide information relating to your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether your child is a sponsored child or not). Such information may include information about your child's immigration status, attendance records, and any changes in your or your child's circumstances (including where your child is excluded, required to be removed, or this contract is terminated). Occasionally, information regarding your immigration status in the UK may also be required.
- (e) We will send information (e.g. assessment reports) about your child to you as a matter of course. You agree that those persons who have parental responsibility for your child are entitled to receive certain information about your child from the College (including academic reports, correspondence and other materials relating to his or her progress, development and/or education generally). The College shall therefore disclose such information as a matter of routine to such persons UNLESS the College 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 1998 (as amended or superseded)).
- (f) Data Protection Law. The College will process personal data about you and your child in accordance with the Data Protection Act 1998 (as amended or superseded, including from 25 May 2018 the General Data Protection Regulation) and other related legislation. We will process such personal data:

- (i) as set out in this Clause 11, and in the College's 'Privacy Policy' which is available on the College'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, regulatory or good practice requirement, and
- (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the College's purposes.

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

The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

PLEASE READ THIS NEXT SECTION CAREFULLY - it sets out the rights each party has to cancel this contract prior to the original leaving date of your child.

14 Terminating this contract

- (a) The College may terminate 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 on more than two occasions;
 - (ii) you (or any signatory) make a serious misrepresentation of facts or circumstances to us, or you withhold important information from us, about you and/or your child or that is relevant to the provision of education by the College to your child including 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 or misrepresenting that your child meets the College's entry criteria;
 - (iii) Concord is a highly academic college that is not suitable for all students. Students are tested on arrival in English and Maths, and in all their subjects during their first term. If performance is found to be significantly worse than presented during the admissions process or through the online tests, then the student may be asked to leave;
 - (iv) you fail or refuse to complete a medical questionnaire in respect of your child;
 - (v) you fail or refuse to provide us at any time with information we require under Clause 4 to verify to our satisfaction: your identity; your child's identity; your child's right to enter and study in the United Kingdom; the legitimate source of funds you are using to pay the fees; that you are not subject to any sanctions; or, in light of the information you do provide (if any), we are not satisfied that it properly and accurately verifies any of the foregoing. Instead of ending this contract, we may otherwise refuse to allow your child to attend school until the relevant satisfactory information has been provided;
 - (vi) your child no longer holds an immigration status which confers a right to enter and study in the UK and you have been unable to resolve this issue within a reasonable timeframe;
 - (vii) you (or any signatory):
 - i. are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
 - ii. repeatedly or persistently fail to pay your debts as they fall due;
 - iii. are the subject of a bankruptcy petition or order; or
 - iv. you enter into an individual voluntary arrangement;
 - (viii) 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 Principal's reasonable discretion, the College 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 terminate this contract at any time by notice in writing to the College if:
- (i) you have a legal right to end the contract because of something we have done wrong; or
 - (ii) the College 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 settlement of the College's final invoice at the end of your child's schooling or following payment of any balances to you, whichever is later. This may be at the end of the fifth form if your child does not meet the entry requirements imposed under Clause 8(a) for entry into the sixth form.
- (d) *Ending the contract will not affect any accrued rights.* Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the College will keep any rights each has under, or as a matter of, general law.

15 Force Majeure - events beyond our/your, control

- (a) *What we mean by an "event beyond our/your control".* 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 will happen if we are affected by an event beyond our control.* If an event beyond our control arises which prevents or delays the College's performance of any of its obligations under this contract, the College shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the College has acted reasonably and prudently to prevent and/or minimise the effect of the event (and subject to Clause 15(c)), the College will not be liable 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 College shall use its best endeavours during the continuance of the event to provide educational services (including by providing appropriate educational services remotely).
- (c) *Events lasting more than 6 months.* If the College is prevented from performing all of its obligations as a result of an event for a continuous period greater than six (6) months, the College 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 cancel the contract on written notice 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(o), if your child is unable to attend (or is likely not to be able to attend) the College due to reasons caused by an event you shall give the College notice in writing of such circumstances and the following provisions shall apply:
- (i) In consultation and cooperation with the College you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform the 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 College then you shall not be liable 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 College or being able to participate and benefit from any level of provision of education by the College for more than six (6) months you shall discuss with the College a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice and without giving a term's notice or paying a term's fees in lieu of notice.

16 Communications between you and the College

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

- (i) sent by e-mail to the College using this e-mail address: theprincipal@concordcollege.org.uk;
- (ii) delivered by hand to the College;
- (iii) sent to the College by recorded or other form of registered post requiring a signature upon receipt as proof of delivery, or
- (iv) otherwise sent to the College's address by first class, second class or airmail 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, 4(c) (iii), 5(a), 5(b) or 5(d) of these terms and conditions you telephone the College to confirm receipt if you have not received an acknowledgement from us within 48 hours during term-time or 15 working days during a 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 College is governed by English Law and any legal proceedings brought in respect of this contract must be under the jurisdiction of the English courts.
- (b) Rights in relation to the enforcement of this contract. Any part of this contract not enforced at the outset will not affect our right to enforce it at a later date or to enforce the remainder 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 College. The College will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect. These Terms and Conditions will be published on our website and will supersede all previous versions.