

D'OVERBROECK'S COLLEGE

Contract Terms

Definitions and introduction

1.1 The words shown in this section in bold will have the following meanings in these Contract Terms:

Boarding Fees Fees charged in respect of accommodation provided for your Child whether in a College boarding house or with a host family while attending the College or during College vacations;

Child Any person of any age admitted by the College as a student including anyone over the age of 18;

Contract Terms these terms and conditions as amended from time to time;

Enrolment Form the form provided by the College for parents and/or guardians to complete when applying for a place for their Child at the College;

Fees Together: Standard Fees, Supplementary Fees, Boarding Fees and the General Deposit;

General Deposit The sum which is charged and held by Us during your Child's time at the College and which, less the cost of any damages caused by your Child or other sums owed, is refunded when your Child leaves;

Head The person appointed by the College to be responsible for the day-to-day management of the College including anyone to whom such duties have been wholly or partly delegated;

Rules and Policies Rules and policies laid down by the College in various handbooks and policy documents which are available from the College and which include but are not confined to rules relating to behaviour, bullying, alcohol, substance abuse and College accommodation;

Standard Fees Charges levied for the usual activities and curriculum of the College, including the provision of any necessary educational materials, as set out in the College's statement of fees available on the College website and from the registry;

Supplementary Fees Charges levied for all additional items not forming part of Standard Fees such as but not confined to supplementary tuition, public examinations, instrumental music lessons, trips, visits, text books, the provision for any special educational needs of your Child and (insofar as it is reasonable for Us to so charge) the provision for any disabilities of Your Child ;

We, Us or the College d'Overbroeck's Ltd whose registered office is at 111 Banbury Road, Oxford OX2 6JX trading as d'Overbroeck's College which incorporates Years 7-11 at Leckford Place, the Sixth Form and the International Study Centre; and

You Each person who has signed the Enrolment Form.

1.2 These Contract Terms will govern the relationship between the College, your Child and You as your Child's parents or guardians.

1.3 These Contract Terms will apply from the time We send You written acceptance of your application for a place upon our being satisfied that We can reasonably meet any requirements identified in the information provided by You in your completed Enrolment Form and our receiving payment of the enrolment fee for your Child, until he or she leaves the College.

1.4 The College's prospectuses, information booklets and other literature together with the College's website describe the aims and objectives of the College and are intended to give an outline impression of the College and its activities only. The prospectuses, information booklets, other literature and the website do not form part of these Contract Terms.

1.5 We operate in accordance with Rules and Policies which, insofar as they apply to your Child, form part of these Contract Terms. By enrolling your Child at the College You agree to comply with them and to ensure your Child complies with them at all times.

1.6 These Contract Terms and our Rules and Policies may be changed if, in the judgement of the College, the interests of the students as a whole or of the College require it or if there are any changes in relevant legislation. Changes may also be made to the curriculum, the Fees and the way in which the College is run. All significant changes will be published as soon as practicable.

1.7 If any changes to these Contract Terms cause You any difficulty You should raise your concerns with Us.

Authority and exclusion

2.1 You accept that the Head may take such measures as he reasonably believes to be necessary to ensure the College Rules and Policies are respected, to maintain discipline, and to ensure the health, safety and well-being of your Child, other students and members of staff.

2.2 We reserve the right to require You to remove your Child or to suspend or expel your Child where the Head reasonably believes:

2.2.1 your Child's attendance or progress is unacceptable;

2.2.2 your Child's behaviour, including behaviour outside College premises, is unsatisfactory or brings the name of the College into

disrepute. In making judgements on this matter We will take into account all aspects of your Child's behaviour and school record and not only those listed in the College's Rules and Policies. Reasons for removal under this subparagraph may include but not be confined to the bullying of other students, abusive behaviour towards College staff, non-attendance without good reason and possession or use of illegal drugs;

2.2.3 such action would be in the best interests of your Child or other students; or

2.2.4 your behaviour is unreasonable and affects, or is likely to affect, your Child's or other students' progress at the College or the safety and well-being of College staff or is bringing the College into disrepute.

2.3 The Head will act fairly in deciding whether your Child must be removed, suspended or expelled and will wherever possible consult with You before a decision is taken. If You are unhappy with such a decision You may ask the College to review the decision in which event a review will be undertaken by one or more of the members of the College's governing body. The decision of these member(s) shall be final and binding on the College and You.

2.4 We may require students to provide biological samples under medical supervision to test for the use of illegal drugs/substances.

2.5 The College reserves the right to monitor your Child's email communication and internet use for the purpose of ensuring compliance with the College's Rules and Policies.

2.6 If We require You to remove your Child under paragraph 2.2 above no entitlement to a refund of Fees will arise for the term in which your Child leaves. In such circumstances You will not be expected to pay Fees for the following term in lieu of notice.

Our Obligations

3.1 Subject to these Contract Terms We will provide education for your Child from the time of joining the College until the end of the course of study on which he or she has been enrolled. The College shall not be obliged however to admit your Child to enter either or both years of 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.

3.2 We will exercise, during College hours and at other times when your Child is permitted to be on College premises or is participating in activities organised by Us, reasonable skill and care in respect of your Child's education and welfare. However, We do not accept any responsibility for the welfare of a student away from College premises unless he or

she is taking part in a College activity or is otherwise under the supervision of a member of College staff.

3.3 We will monitor your Child's academic progress and provide You with regular written reports. We will advise You if We have any concerns about your Child's progress. We do not undertake diagnosis or assessment of dyslexia or any other learning difficulties or specific conditions. Formal assessment of such matters may be arranged by You or by the College at your expense.

3.4 We will not subject your Child to corporal punishment or to physical contact. However, We may use reasonable force to control or restrain your Child from committing a criminal offence, injuring him or herself or others, damaging property or acting in a way that is contrary to the maintenance of good order and discipline at the College.

3.5 We will enter your Child for public examinations provided the Head is satisfied that it is in his or her best interests and all Fees owing to Us have been paid.

3.6 If You ask Us to change teaching, examination or other arrangements for your Child We will do our best to meet such requests but reserve the right to refuse to do so where the change would in the Head's reasonable opinion be against the best interests of your Child or other students or members of staff or where the changes are impracticable or disproportionately expensive.

Your obligations

4 You undertake to:

4.1 advise Us of any health or other medical condition, including any infections, disabilities or allergies, developed by your Child either before or after he or she is admitted to the College and to inform Us of any situations of whatever nature where special arrangements (for example dietary arrangements) may be needed in relation to your Child;

4.2 seek wherever reasonably possible the prior consent of the Head for any absence of your Child from the College and set out in writing the reason for any such absence;

4.3 encourage your Child in his or her studies and provide due support at home;

4.4 maintain regular contact with the College where your Child's interests require it and so far as is practicable personally attend meetings with the College when requested;

4.5 notify Us at all times of any change in your address and other contact details;

4.6 inform Us of any relevant court order or other relevant matter affecting your Child so that We can be aware of any arrangements

between parents while recognising that, unless the Court orders otherwise, or other arrangements are agreed between the College and You, We will at all times while your Child is in our care act in what We believe to be the best interests of your Child; and

- 4.7 pay for any damage that may be caused by your child to College property and to any other property while a student at the College and to reimburse the College appropriately if it has paid for damage caused by your Child to property belonging to a third party.

Fees

- 5.1 The Fees which will apply at the time of admission of your Child to the College are set out in the College's statement of fees as applicable for the year of entry. These are available from the College's registry staff and on the College website.
- 5.2 Fees are payable in advance and must be received in full by the College not later than the first day of each term to which they relate or no later than 10 days after an invoice covering such Fees is issued, whichever is the later.
- 5.3 Supplementary Fees, except those relating to public examinations and at our discretion any item costing under £50, are only payable if You have been notified about them in advance and if You agree to them. We will not consult You before charging for Supplementary Fees relating to public examinations and reserve the right not to do so for individual items costing under £50.
- 5.4 The College's statement of fees will be reviewed from time to time and Fees may be increased by such amount as the College considers reasonable. Notice of an increase in Fees will be given before the first day of the term which precedes the term for which the increase applies.
- 5.5 Unless otherwise agreed Fees are the joint and several responsibility of all persons who have signed the Enrolment Form. Any agreement between such signatories and any third parties that the latter will pay the Fees will not release those who signed the form from their liabilities to pay such Fees to the College. Such agreements will not affect the operation of these Contract Terms.
- 5.6 Any sum tendered that is less than the sum due may be accepted by the College on account only.
- 5.7 Money for payment of Fees and other sums due to the College must be paid in accordance with prevailing money laundering regulations.
- 5.8 Fees may be paid by a credit card but in such cases the College reserves the right to levy a transaction fee. We may also levy without notice any other fee that the banks may charge the College for monetary transactions.
- 5.9 If your Child has been awarded a scholarship, bursary or any other benefit resulting in an entitlement to a reduction in Fees:
- 5.9.1 the liability for Fees will be reduced by the amount of the relevant award; and
- 5.9.2 such award may be withdrawn if, in the opinion of the Head, your Child's attendance, progress or behaviour no longer merits the continuation of the award, the withdrawal applying from the start of the term following the one in which notice of withdrawal is communicated; if during the course of the term in which the Head withdraws an award You withdraw your Child from the College, no Fees in lieu of notice will be payable.
- 5.10 While any Fees or other payments due remain unpaid or if there is persistent delay or default in relation to payments We reserve the right to:
- 5.10.1 charge interest on any outstanding sums at the rate of 1.5% of the amount outstanding per 28-day period, accruing on a daily basis;
- 5.10.2 refuse to allow your Child to attend the College; and
- 5.10.3 withhold any references.
- 5.11 Fees will not be reduced as a result of:
- 5.11.1 your Child's absence from the College whether due to illness, study leave at home, suspension or early cessation of classes due to public examinations or other reasons; and/or
- 5.11.2 your Child joining the College after the start of the term unless this occurs after the mid-point of the term in which case the full Fees will be subject to a reduction.
- 5.12 If You wish to withdraw your Child from the College (other than at the normal leaving date) You shall inform the Head in writing of your intention to do so before the first day of term at the end of which You intend to remove your Child; if less than one full term's notice is given, the full Fees for the following term will be payable.
- 5.13 If You wish to cancel arrangements for ongoing lessons or activities for which Supplementary Fees are levied You shall inform the Head in writing of your intention to do so six weeks before the intended cancellation; if less than six weeks' notice is given half a term's charges for the activity will be payable.

Boarding Fees

- 6.1 College boarding house fees are laid out in the College's statement of fees. The charges for host family accommodation are available from the accommodation office.
- 6.2 If your Child has been placed in a College boarding house then You are liable for boarding house fees until the end of the academic year in which your Child was admitted to the boarding house. However, if your Child wishes to leave the boarding house at the end of his or her first term in the house, but is remaining as a student at the College, notice in writing should be given to the accommodation office before the end of that term's half-term break, in which case You will not be liable for boarding house fees beyond the end of that term; if notice is given after the half-term break of your Child's first term You will be liable for boarding fees for the remainder of the academic year.
- 6.3 If your Child is being withdrawn by You from the College then the process set out in clause 5.12 applies in respect of boarding house fees due.

Complaints procedure

- 7 The College operates a complaints procedure a copy of which is printed in the parents' handbook and is available on our website and from the Head's PA. You are encouraged to inform Us should You have any concerns whatsoever regarding matters of safety, care, discipline, progress or the like, regarding your Child.

Data protection, record-keeping and confidentiality

- 8.1 The College, which is required to hold and process personal data concerning students and concerning You, will take reasonable steps to do so in accordance with the Data Protection Act 1998.
- 8.2 We will not normally disclose personal data without the consent of the individual concerned. However, We may do so for the following purposes:
 - 8.2.1 to give a reference relating to your Child to another school or college;
 - 8.2.2 to publish the results of examinations or other achievements of your Child;
 - 8.2.3 to pass contact details to the parents or guardians of other students for non-business purposes that are to the benefit of the students or College (for example arranging social activities);
 - 8.2.4 to manage and enhance relationships between the College and its students (both former and current); and
 - 8.2.5 where the College reasonably believes it is in your Child's interests to do so to third parties, for example for medical purposes, insurance purposes or to the organisers of College trips and excursions.

Disclaimer

- 9 We shall take care to ensure that all information supplied relating to your Child is accurate and any opinion given relating to your Child is fair. We shall not be liable for any loss You or your Child is alleged to have suffered resulting from statements of fact or opinions, fairly and honestly held, contained in any reference given by Us.

Photographic rights

- 10 We take photographs and videos of our students from time to time for inclusion in our prospectuses, information booklets and other literature and on our website. We reserve the right to use such photographs and video recordings of your Child while under the care and supervision of the College staff in our promotional material unless You have written to the Head stating that You do not consent to such photographs or recordings being used for these purposes.

Parental consents

- 11.1 We will obtain your consent wherever possible before arranging any form of medical or dental treatment for your Child. However, unless You have notified the Head in writing to the contrary, You agree that if it is impracticable to obtain that consent, for instance due to lack of time, We may arrange treatment, including surgery under general anaesthetic and blood transfusions, if it is considered to be in the best interests of your Child to do so.
- 11.2 The College medical practice or any other medical practitioner treating your Child shall have the right to inform You and the Head and other College staff of confidential information about your Child if the medical practitioner considers it to be in the best interests of your Child, or necessary for the protection of other students to do so.
- 11.3 You consent to your Child participating in contact sports and other normal sporting activities, which may entail some risk of physical injury, unless You notify the Head to the contrary in writing.
- 11.4 You consent to your Child travelling on public transport or in a motor vehicle driven by a responsible adult, duly licensed and insured, as part of College activities.

Students' property

- 12.1 The College does not, unless negligent, accept any responsibility for accidental or other damage or loss of your Child's personal property.
- 12.2 Your Child is responsible for the security and safe use of his or her personal property and for ensuring all such property is clearly named.

12.3 The College is not responsible for taking out insurance cover in respect of students' personal property.

Insurance

13. The College operates various schemes whereby You may insure against Your Child's personal injury and/or lost property and for Fee refunds in certain circumstances. Further information on such schemes is available from the College's bursary. You may choose to opt out of any or all of these schemes.

Notices

14. We may give You any notice required by these Contract Terms by posting it to You at your last known address. Any notice given by You under the Contract Terms should be given in writing to the Head at the College's registered office.

Force Majeure

15.1 In these Contract Terms "force majeure" means any cause beyond the reasonable control of the College. It includes, but is not limited to: strikes, industrial action and other industrial disputes, war, terrorist attacks and riots, compliance with any law or governmental order, rule, regulation or direction, explosion or other accidents, vandalism, fire, floods, storms, earthquakes or other natural disasters or extreme weather conditions, outbreak, pandemic, epidemic or spread of any disease, disorder or medical conditions, or any serious risk thereof and interruption or failure of any utility service (including but not limited to, electricity, gas or water).

15.2 If force majeure arises and prevents or delays the College's performance of any of its obligations under these Contract Terms, the College will as soon as reasonably practicable give You notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided the College has acted reasonably and prudently to prevent and minimise the effect of the

force majeure, the College will not be liable for failing to perform or delaying performance of those obligations that are prevented by the force majeure or by any measures taken by the College to protect the health and wellbeing of pupils and staff, including, but not limited to:

15.2.1 closing the College in whole or in part;

15.2.2 sending some or all students home from the College; and

15.2.3 making other arrangement that may be necessary for the accommodation and teaching of students.

Change of ownership

16 We reserve the right, for the purposes of constitutional changes or amalgamation, to transfer the undertaking of the College to any other natural or legal person, and to assign the benefit of the Contract Terms in connection with any such transfer and/or amalgamation.

Third party rights

17 Nothing in these Contract Terms or any changes thereto will create any rights for third parties under the Contracts (Rights of Third Parties) Act 1999. This will not affect any rights of third parties that exist apart from under the Act.

Severability

18 If any clause in these Contract Terms is found to be invalid, illegal, or unenforceable, that will not affect the enforceability of the rest.

Jurisdiction and applicable law

19 These Contract Terms are made at the College and are governed exclusively by English law and You and We agree that the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these Contract Terms