

St David's College Trust

Terms and Conditions

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1 **DEFINITIONS**

1.1 In these terms and conditions

“Acceptance Form” means the form provided by the School for parents to complete when accepting a place for their child at the School;

“child” means a child of whatever age admitted by the School to be educated and includes any pupil aged 18 or over;

“the Complaints Procedure” is 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;

“deposit” means the sum set out in the Schedule of Fees;

“fees” means the fees set out in the Schedule of Fees as amended from time to time;

“Head” means the person appointed by the Governors of the School to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated;

“registration fee” means the sum paid to guarantee your child’s place at the School;

“Schedule of Fees” means the document setting out the fees applicable from time to time;

“School Rules” means the rules of the School which all pupils must follow, a copy of the current version of which is contained in the Pupil Handbook as provided to each child on entry. These rules 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.

“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 preceding the term to which the notice relates;

“terms and conditions” means these terms and conditions as amended from time to time;

“we” or the “School” means the legal entity carrying on as the School; as identified in Clause 1.2 below, or its duly authorised representative, as the context requires;

“you” or “parent” means each individual who has signed the Acceptance Form as parent or guardian of a child or a person who with the School’s written consent replaces a person who has signed the Acceptance Form. Reference to parent also includes the plural.

1.2 We are St David’s College Trust a company registered in England and Wales. Our company registration number is 013151369 and our charity registration number is 1075705. Our registered address is St David’s College, Llandudno, North Wales, LL30 1RD.

1.3 The Acceptance Form, the Complaints Procedure, the Data Protection Policy, 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 a contract (the “contract”) between you and the School and constitute the entire agreement between the parties. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

2 **ACCEPTANCE**

- 2.1 An offer of a place for your child at the School is accepted by your submitting the Acceptance Form and paying the deposit fee.
- 2.2 If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the School you shall 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. If such notice is received by the School the deposit will be forfeited but no further fees will be payable. If such notice is received on or after that date, a term's fees (charged at the rate applicable for the term immediately preceding the term when your child was due to start) shall be payable and shall become due and owing to the School as a debt.

3 **DEPOSIT**

- 3.1 A deposit is payable with the Acceptance Form.
- 3.2 The deposit fee is not refundable if your child does not take up a place at the School.
- 3.3 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, provided that it is not required to cover any damage caused.

4 **SCHOOL FEES**

- 4.1 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, and if applicable, facilitating our boarding provision, shall be met by the fees except as are set out in the Schedule of Fees or unless otherwise notified by the School.
- 4.2 All of the fees and supplement charges are exclusive taxes, which will be added where applicable.
- 4.3 Any extra-curricular activities such as private music lessons, trips and visits in shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.
- 4.4 Each person who has signed the Acceptance Form is jointly and severally liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.
- 4.5 Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a term's notice provided they have obtained the prior written consent of both the School and the remaining parent. Otherwise, both parents will remain liable to the School for all of the fees and supplemental charges due in accordance with Clause 4.4 above unless and until the School (without obligation to do so) has expressly agreed in writing to each of you to look exclusively to any other person for payment of the fees or any part of them.
- 4.6 If your child has been awarded a scholarship/bursary, your liability will be for the amount of fees due after taking account of that award. An 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 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 Head that, for academic reasons, an award may be withdrawn from your child, you shall be notified in advance.

- 4.7 Each invoice must be paid either in full before the first day of term or, if fees are paid by direct debit, in monthly instalments (each instalment being due on the first working day of each month) with supplemental charges being collected on the first day of each term. Where fees are paid by direct debit, the fees for each term accrue separately.
- 4.8 We reserve the right to refuse to allow your child to attend the School, to withhold any references, or withdraw sponsorship of your child's Tier 4/student visa (if applicable) while fees remain unpaid or there is a persistent default in relation to supplemental charges. We may also 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) remain unpaid. We may make an interest charge of 1.5 per cent a year above the base rate of the School's bank on late payment. Unless we tell you otherwise 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 against you. You must pay the School the interest together with the overdue amount.
- 4.9 You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges for you (including reasonable legal costs, i.e, costs that would be allowable by the courts if a judgment was made in the School's favour).
- 4.10 Your acceptance of a place demonstrates your consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.
- 4.11 The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School 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.
- 4.12 Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that 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.
- 4.13 Except where expressly agreed with you otherwise, the School shall be entitled to allocate payments from you to your account as it sees fit. The School 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 School.

5 NOTICE REQUIREMENTS

- 5.1 The first term (or first 11 weeks if a child starts mid-term), of a child's placement will be a probationary period and subject to confirmation by the School that this has been successfully completed. The School and parents may end the placement during the probation period without notice. Should the placement be ended during the probation period the fees will be payable from the first day of the placement up to and including the day that the placement ends.
- 5.2 If you wish to withdraw your child from the School (other than at the normal leaving date), you shall either give a term's notice to that effect or you shall 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.
- 5.3 If you wish to change your child's place at the School from a boarding to a day place you shall 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.
- 5.4 In cases under (a) or (b) above, where notice is not given, the appropriate sum in lieu of notice will become due and owing to the School 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.

- 5.4.1 If you wish to withdraw your child from an activity charged for as supplemental, you shall either give a half term's notice to that effect or shall pay to the School a half term's charges for the activity in which your child has ceased to participate.
- 5.4.2 The School's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.
- 5.4.3 There will be no automatic right of entry to the Sixth Form. Progression to the Sixth Form will be at the absolute discretion of the Head. Progression will be based on the best interests of the pupil taking into account their educational and other needs.

6 SCHOOL RULES

- 6.1 It is a condition of remaining at the School that you and your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- 6.2 The School may undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules. The drugs policy has been adopted with the aim of safeguarding the health and safety of all pupils.
- 6.3 The School reserves the right, in accordance with applicable data protection legislation, monitor your child's email and messaging communication, internet and Wi-Fi use, and use of social media for the purpose of ensuring compliance with the School Rules or where it is appropriate (or indeed, necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements).
- 6.4 It is also a condition of your child remaining at the School that you comply with the Parent's Code of Conduct. In particular, you must ensure that you do not publish defamatory, offensive or derogatory material regarding the School or any of the pupils/parents/staff/governors including social media platforms. Nothing in this clause effects your right to raise a complaint under our complaints policy or to make genuine and lawful disclosures to:
 - 6.4.1 a Court or Tribunal of competent jurisdiction;
 - 6.4.2 a regulatory body; or
 - 6.4.3 a professional advisors.

7 DISCIPLINARY PROCEDURES

- 7.1 The Head may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, exclude or expel your child from the School if he/she considers that your child's attendance, progress or behaviour (including behaviour or conduct outside school) is unsatisfactory and in the reasonable opinion of the Head the removal is in the School's best interests or those of your child or other children.
- 7.2 The Head may in his/her discretion refuse you access to the School site and its staff if the behaviour of you or either of you is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely your child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute, or is not in accordance with your obligations under this contract.
- 7.3 Should the Head exercise his/her right under sub-clause 7.1 or 7.2 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, suspended or removed, the deposit will be

forfeited. However, in such circumstances fees in lieu of notice will not be payable and any fees prepaid for future terms but not the current term will be repaid.

- 7.4 The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- 7.5 The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 7. You are entitled to have any serious disciplinary matters taken by the School and/or the Head under this Clause 7. The review of serious disciplinary matters is governed by the Complaints Procedure.

8 THE SCHOOL'S OBLIGATIONS

- 8.1 Subject to these terms and conditions, the School undertakes to accept your child as a pupil of the School from the time of joining the School until the end of his or her secondary schooling. However, the School shall not be obliged to permit your child to move from one academic year to the next unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may make a decision as to whether your child may join the sixth form after the results of GCSE or equivalent examinations are known, and may make entry to the sixth form conditional upon the results of such examinations.
- 8.2 While your child remains a pupil of the School, we undertake to 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 your child while off the School premises unless they are taking part in a School activity or otherwise under the direct 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 suspended).
- 8.3 In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- 8.4 In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- 8.5 If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic, operation or blood transfusion) recommended by a doctor.
- 8.6 Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum, and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. Where practicable, we will give parents notice of any changes at the School including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect.

- 8.7 We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head the School cannot provide adequately for your child's special educational needs.
- 8.8 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.
- 8.9 Religious observance, relationships and sex education and health education at the School will be conducted in accordance with our Christian ethos, relevant policies and the School Rules.

9 THE PARENTS' OBLIGATIONS

- 9.1 It is a condition of your child's joining the School that:-
- 9.1.1 You complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. 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 to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted.
- 9.1.2 You disclosed to the School before any offer of a place was made by the School any information and/or circumstances and/or documentation which might affect the School's decision whether or not to offer your child a place at the school including (but not exhaustively) the existence of and copies of any Statement of Special Educational Needs, reports of Educational Psychologists, Speech and Language Therapists, Occupational Therapists or other experts of any discipline, police or social services records, criminal/youth offences records. If you have not disclosed anything which ought to have been disclosed to comply with this sub-clause you should do so before accepting the place offered for your child because failure to do so may result in your child's place at the School being withdrawn if information which should have been disclosed comes to light subsequently.
- 9.1.3 You disclose to the School if, at any time prior 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. This 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 arrangements; (ii) your child's education, welfare and/or upbringing; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the School with relevant information, including copies of the relevant court orders or undertakings having obtained the permission of the court if necessary.
- 9.2 You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- 9.3 The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons.
- 9.4 The Head must be informed 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. In the case of the minor illness and subsequent absence of your child you must notify the School Secretary or Bursars Office by telephone before 9.30 a.m. on that School morning.

- 9.5 The School does not accept any responsibility for the welfare or safety of your child while off the School premises unless he/she is taking part in a school activity or otherwise under the supervision of a member of the School staff. You acknowledge that, from time to time, your child may be given permission by a member of staff to leave the site unsupervised in their free time, eg at weekends or in the evenings.
- 9.6 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 delay. Complaints should be made in accordance with the School's Complaints Procedure.
- 9.7 You agree to your child taking part in all curricular and extra-curricular activities that the School may from time to time undertake.
- 9.8 You agree to co-operate with the School and School staff in good faith by maintaining a constructive relationship with staff and by encouraging your child in their studies and by giving appropriate support at home.
- 9.9 You agree to attending meetings and keeping in touch with the School upon our request.
- 9.10 You (and each holder of parental responsibility) 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, you (and each of you) accept that the School is entitled to treat any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and any communication from the School to one of you as having been given to both of you.

10 **INSURANCE**

- 10.1 You must make your own insurance arrangements if you require cover for your child's person or property while at School or for the payment of fees due to absence of your child or closure of the School premises. These can be arranged from the School if needed. Your child is included in an obligatory personal accident insurance scheme, the charge for which is added to the termly invoice.

11 **CONFIDENTIALITY AND REFERENCES**

- 11.1 You consent to our supplying 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 shall 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 in or correct statements of fact contained in any reference or report given by us.
- 11.2 You consent to our making use of information relating to your child whilst he or she is at the School and after he or she has left for the purposes of managing relationships between the School and current pupils, providing references and communicating with the body of former pupils.

12 **INTELLECTUAL PROPERTY RIGHTS**

The School shall recognise any intellectual property rights vested in your child.

13 **CHANGES IN OWNERSHIP ETC**

- 13.1 For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform and consult with all

parents in relation to such changes. The School will inform you in writing if this happens and will ensure that the transfer does not affect your rights under this contract.

14 **TERMINATION**

14.1 The School shall be entitled to terminate this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if:

14.1.1 you do not make payment;

14.1.2 you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within (14) days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions);

14.1.3 you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child;

14.1.4 you fail or refuse to provide us with information we consider to be satisfactory as to your identity, your child's identity, your child's right to enter, live and study in the United Kingdom, or the source of funds you are using to pay the fees; and,

14.1.5 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.

14.2 Either party may terminate this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

14.3 For the avoidance of doubt, this agreement shall terminate at the end of your child's schooling. 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 School will keep any rights each has under, or as a matter of, general law.

15 **FORCE MAJEURE**

15.1 In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act 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).

15.2 In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues. The School shall use its best endeavours during the continuance of the force majeure to provide educational services.

15.3 If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify you of the steps it shall take to ensure performance of the agreement.

15.4 In the event of a force majeure which affects your ability to perform any of your obligations under this agreement, you shall give the School notice in writing of the force majeure. You shall not be liable for non-performance of such obligations during the continuance of the force majeure but in the event of the force majeure continuing for more than four months, you shall discuss with the School a solution by which this agreement may be performed.

16 **COMMUNICATIONS**

16.1 All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

17 **INTERPRETATION**

17.1 Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

18 **JURISDICTION AND GOVERNING LAW**

18.1 The contract between you and the School is governed by the Law of England and Wales. You agree with us to submit to the exclusive jurisdiction of the English and Welsh courts.

19 **VARIATIONS**

19.1 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.

20 **DATA PROTECTION**

20.1 The School will process personal data about you and your child in accordance with data protection law, including the Data Protection Act 2018 and the UK GDPR.

20.2 We will need to use information relating to your child and to you for certain purposes connected to the running of the School.

20.3 You are required to update us of changes to information or circumstances held relating to you and/or your child.

20.4 The School's Data Protection Policy, which contains full details as to how we process personal data, is available on request and shall form part of the Contract between the parties.