



# Terms & Conditions Overview

## GENERAL

Newland College (a part of Alpha Schools Ltd) hereinafter referred to as 'the School' shall include where relevant all College buildings, the land upon which they are situated, all School managed accommodation and all other property and equipment at or on which School activities may from time to time take place.

These conditions between you and the School form a contract, which is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts. References in these Terms and Conditions to "the School" shall be deemed to include its employees and any other representatives of the School. References to parents shall include guardians and other representatives of the Student.

Students and parents of students who enroll will have their names, phone numbers and addresses held in the College Register of Admissions. Photos, film and other images of students taken by the School may be used by the School for education training and marketing purposes and otherwise as the School sees fit including posting such materials on the School website and on School social media sites. The School retains these rights when the student has left the School.

The School reserves the right to amend, vary and add to these terms and conditions from time to time. The School will send you, as soon as is practicable, notice of any such amendment, addition or variation modification.

## APPLICATION FEES

The Application Fee of £90.00 is payable in advance and not refundable. Payment of the application fee does not guarantee a place at the School and is a compulsory requirement of the application stage of the admissions process.

## ACCEPTANCE OF PLACES AND STUDENT SCHOOL EXPENSES DEPOSITS

Upon acceptance of the place, the School finance team will invoice parents for a £750 deposit. Payment of this deposit secures the student's place. In the event of non-payment within the timeframe as specified on the invoice then the student's application will be deemed to have lapsed. The signed copy of this Terms & Conditions documents must also be returned with the deposit payment, if it has not been returned before.

The School reserves the absolute right at its sole discretion to withhold acceptance of an Application if such action is considered by the School to be in the best interests of the School and/or the student.

## PAYMENT SCHEDULE

All School fees are payable one School term in advance and prior to entry for new students. Parents may pay the whole year's fees in the first term by arrangement, should they wish. This will attract a 5% reduction in the year's fees. Monthly payment plans for fees can also be arranged, on request.

## LATE/OUTSTANDING PAYMENTS

The School reserves the right to withdraw its services in the event that any fees have not been paid by the set payment date. Existing students whose fees are not paid will be advised in writing of suspension from the School until the fees have been paid. No records, recommendation or reports will be released until all financial obligations have been met. Should any part of the School fees or any other sum due to the School (hereinafter referred to as 'monies due') remain outstanding after payment is due in accordance with the terms and conditions set out herein, any and all costs incurred by the School in recovering the monies due including but not limited to solicitor's fees and disbursements, costs incurred by the School in engaging a debt recovery agency including but not limited to any handling fees, commissions, legal fees or disbursements incurred will be added to the 'monies due' and be fully recoverable. The School reserves the right to charge interest at the rate of 3% above base rate from time to time prevailing or the statutory County Court rate, whichever shall be the higher on all monies due.

## A TERM'S NOTICE IS REQUIRED TO WITHDRAW A STUDENT FROM NEWLAND COLLEGE

Notice of withdrawal must be provided in writing and received by the Head by the following points in the academic year:

- the first Friday in October of the Autumn Term for students leaving at the end of the Autumn Term,
- the first Friday in the Spring Term for students leaving at the end of the Spring Term
- the first Friday of the Summer Term for student leaving at the end of a College year/Summer Term.

For the avoidance of doubt, notice of withdrawal communicated in any other form shall not be accepted. In the event that no such notice is received in writing, a term's fees will be payable in lieu of such notice. For the avoidance of doubt, in the case of students leaving the School during the course of a term, they will be liable to pay the full fees for that term unless it was clearly stated and agreed in writing by the School at point of initial enrolment in the School, that the student would be leaving before the last day of the term in question.

# Terms & Conditions



## A INTRODUCTION

1 **These Terms and Conditions** reflect the custom and practice of independent schools for many generations and they form the basis of a legal contract for educational services. These Terms and Conditions are intended to promote the education and welfare of each pupil and the stability, forward planning, proper resourcing and development of Newland College (the School). The parents accept that the School will be run in accordance with the authorities delegated by the Governing Body to the Head. The Head is entitled to exercise a wide discretion in relation to the School's policies (which are subject to change and available for inspection), rules and regime and will exercise those discretions in a reasonable and lawful manner.

2 **Our prospectus** and website are not contractual documents. Please see **Section H** for further information.

3 **Managing Change:** Newland College, as any other school, is likely to undergo a number of changes during the time your child is a pupil here. Please see **Section H** for further details of the changes that may be made and the consultation and notice procedures that will apply.

## B TERMINOLOGY

4 **"The School"/"We"/"Us"** means Newland College

5 **"School Governors"/"Governing Body"** appointed from time to time.

6 **"The Head"** is responsible for the day-to-day running of the School.

7 **"The parents"/"You"** means any person who has signed the Registration Form and/ or who has accepted responsibility for a child's attendance at this School. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.

8 **"The pupil"** is the child named on the Registration Form.

## C ADMISSION AND ENTRY TO THE SCHOOL

9 **Registration and Admission:** Applicants will be admitted to the School when the Registration Form has been completed and returned together with non-returnable Registration Fee and a deposit has been accepted.

## D PASTORAL CARE

10 **Meaning:** Pastoral care is a thread that runs throughout all aspects of life at this School and is directed towards the happiness, success, safety and welfare of each pupil and the integrity of the School community.

11 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil must be notified to the School as soon as practicable. A copy of the School's Complaints Procedure can be supplied on request.

12 **Head's Authority:** The parents authorise the Head to take and/or authorise in good faith all decisions which the Head considers on proper grounds will safeguard and promote the pupil's welfare.

13 **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a pupil in distress or to maintain safety and good order, or in connection with the pupil's health and welfare. Parents also consent to their child participating in contact and noncontact sports and other activities as part of the normal School and extra-curricular programme and acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.

14 **Disclosures:** Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the pupil, any history of a learning difficulty on the part of the pupil or any member of his/her immediate family, or any family circumstances or court order which might affect the pupil's welfare or happiness, or any concerns about the pupil's safety or any change in the financial circumstances of parent/s of a pupil awarded a bursary by the School.

15 **Confidentiality:** The parents authorise the Head to override their own and (so far as they are entitled to do so) the pupil's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote the pupil's welfare or to avert a perceived risk of serious harm to the pupil or to another person at the School. In some cases, teachers and other employees of the School may need to be informed of any particular vulnerability the pupil may have. The School reserves the right to monitor the pupil's e-mail communications and internet use.

16 **Special Precautions:** Parents may be excluded from School premises if the Head, acting in a proper manner, considers such exclusion to be in the best interests of the pupil or of the School.

17 **Leaving School Premises:** We will do all that is reasonable to ensure that your child remains in the care of the School during School hours but we cannot accept responsibility for the pupil if they leave School premises in breach of School Rules and we are not legally entitled to do so in the case of a pupil aged 16 years or over.

18 **Communication with parents:** The School will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person unless other arrangements are made and any communication from the School to any such person as having been made to each of them.

19 **Education Guardians:** A pupil of any age whose parents are resident outside the United Kingdom must have an education guardian in authority to act on behalf of the parents in all authorities when necessary. The School can accept no responsibility during half term or the holidays for pupils whose parents are resident abroad and the parents and guardians of such pupils must make holiday arrangements, including travel to and from the School, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the parents but the School may be able to assist, by providing parents with the

names of agencies or individuals who have acted as guardians in the past. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian.

**20 Insurance:** Parents are responsible for insurance of the pupil's personal property whilst at School or on the way to and from School or any School-sponsored activity away from School premises.

**21 Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the pupil or parents or for loss or damage to property.

## E BEHAVIOUR AND DISCIPLINE

**22 Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the pupil will take a full part in the activities of the School, will attend each School day, will be punctual, will work hard, will be well-behaved and will comply with the School Rules about the wearing of uniform.

**23 School Rules:** The School Rules which apply are set out in the Parent Handbook and our policies are available from the School's website and from the Registrar.

**24 School Discipline:** The parents hereby confirm that they accept the authority of the Head and of other members of staff on the Head's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each pupil and the School community as a whole. The School's disciplinary policy which is current at the time applies to all pupils when they are on School premises, or in the care of the School, or wearing School uniform, or otherwise representing or associated with the School.

**25 Investigative Action:** A complaint or rumour of misconduct will be investigated. The pupil may be questioned and his/her locker or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the pupil's human rights and freedoms and to ensure that his/her parents are informed as soon as reasonably practicable after it becomes clear that the pupil may face formal disciplinary action, and also to make arrangements for the pupil to be accompanied and assisted by a parent, education guardian or a teacher of the pupil's choice.

**26 Divulging Information:** Except as required by law, the School and its staff shall not be required to divulge to parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which the Head has acquired during an investigation.

**27 Drugs & Alcohol:** The pupil may be given the opportunity to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of School discipline a sample or test in these circumstances will not form part of the pupil's permanent medical record.

**28 Permanent Exclusion:** The pupil may be formally expelled from the School if it is proved on the balance of probabilities that the pupil has committed a very grave breach of School discipline or a serious criminal offence. Permanent Exclusion is reserved for the most serious breaches. The Head shall act with procedural fairness in all such cases. The Head's decision shall be subject to a Governors' Review if requested by a parent. Parents will be given a copy of the Review procedure current at the time. The pupil shall remain away from School pending the outcome of the Review (see "Governors' Review" below).

**29 Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the pupil, temporarily or permanently from the School if, after consultation with the pupil and/or parent, the Head is of the opinion that by reason of the pupil's conduct or progress, the pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School, or if a parent has treated the School or members of its staff unreasonably. In these circumstances, parents may be permitted to withdraw the pupil as an alternative to removal being required. The Head shall act with procedural fairness in all such cases, and shall have regard to the interests of the pupil and parents as well as those of the School (see "Governors' Review").

**30 Fees Following Removal:** If the pupil is removed or withdrawn or excluded in the circumstances described above, there will be no refund of the Deposit or of Fees for the current or past terms, but the unspent balance of any lump sum prepayment will be refunded without interest. There will be no charge to fees in lieu of notice but all arrears of Fees and any other sum due to the School will be payable.

**31 Governors' Review:** Parents may ask for a Governors' Review of a decision to expel or require the removal of the pupil from the School (but not a decision to temporarily exclude the pupil unless the Temporary Exclusion is for 11 School days or more, or would prevent the pupil taking a public examination). **The request must be made as soon as possible and in any event within seven days of the decision being notified to the parents.** Parents will be entitled to know the names of the Governors who make up the Review Panel and may ask for the appointment of an independent panel member nominated by the School and approved by the parent (approval not to be unreasonably withheld).

## F PROVISIONS ABOUT NOTICE

**32 Notice to be given by Parents:** a term's written notice addressed to and received by the Head. It is expected that parents will consult with the Head before giving notice to withdraw the pupil.

**33 Fees in lieu of notice** means Fees in full for the term of notice at the rate that would have applied had the pupil attended and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession.

**34 "A term's notice"** to be given by parents means notice given before the first day of a term and expiring at the end of that term. A term's notice must be given **in writing** if the parents **wish to cancel a place** for which they have registered, or if parents **wish to withdraw a pupil** who has entered the School; or if, following the year MYP 5 or DP 1, **the pupil will not return for the following year** even if he/she has achieved the required grades; or **the pupil wishes to discontinue extra tuition.**

**35 Discontinuing Extras:** Half a term's written notice is required to discontinue extras, including but not limited to extra tuition, peripatetic music lessons, and use of the School bus service or a term's Fees in respect of the relevant extra/s will be immediately payable in lieu as a debt.

**36 Termination by the school:** The School may terminate this agreement on one term's written notice sent by ordinary post or on less than one term's notice in a case involving Permanent Exclusion or required removal. The School would not terminate the contract without good cause and full consultation with parents and also the pupil (if of sufficient maturity and understanding), and would offer the parents a Governors' Review of a decision to terminate. In such circumstances, the forfeit will be forfeited.

## G FEES

**37 Meaning:** "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: **Registration Fee and Deposit; Tuition Fees; Fees for extra tuition; other extras** such as set textbooks, social events and educational trips, clothing and equipment, photographs, examination fees and other items ordered by the parents or the pupil and **charges arising in respect of educational visits**, and **damage** where the pupil alone or with others has caused wilful

loss or damage to School property or the property of any other person (fair wear and tear excluded) and late payment charges if incurred. The College will not accept responsibility for loss, damage or theft of any personal property belonging to a student unless the same has been specifically handed into the College for safekeeping.

**38 Payment:** The parents undertake to pay the Fees applicable in each School year. Fees are due and payable before the commencement of the School term to which they relate. If one or more items on the invoice are under query, the balance of the invoice must be paid.

**39 Refund/Waiver:** Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a pupil is released home after public examinations or otherwise before the normal end of term (provided that the School remains open to the pupil).

**40 Exclusion for Non-Payment:** The right is reserved on three working days' written notice to exclude the pupil while Fees are unpaid. Exclusion on these grounds is not a disciplinary matter and the right to a Governors' Review will not normally arise but the Chairman of Governors has discretion if thought fit to authorise a review of the documentary evidence with or without a formal meeting with the parents. The School may also withhold any information, character references or property while Fees are unpaid but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the pupil. **A pupil who has been excluded at any time when fees are unpaid will be deemed *withdrawn without notice* twenty-eight days after exclusion.** (Then a term's Fees in lieu of notice will be payable in accordance with the **Provisions about Notice in Section F.**)

**41 Late Payment:** Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month which is a genuine pre- estimate of the cost to the School of a default. Cheques and other forms of payment delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared.

**42 Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

**43 Support Fees:** The College reserves the right to request Student Support Fees where a qualified external assessor has indicated that it would be appropriate to provide the student with additional professional support. If agreement cannot be reached between the parent and the College for the introduction of such additional support the College reserves the right to exclude the student from the College.

## H GENERAL CONTRACTUAL MATTERS

**44 Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils, and those of the School community as a whole. We aim to ensure that the School, its culture, ethos and resources are properly managed so that the School, its services and facilities can develop. We aim also to promote good order and discipline throughout our School community and to ensure compliance with the law.

**45 Legal Contract:** The submission of the registration form by the parents gives rise to a legally binding contract on the terms of these Terms and Conditions and payment of the deposit and registration fee.

**46 Change:** This School, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum, composition of classes, and in the School Rules and Regulations, the disciplinary framework, and the length of School terms. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

**47 Representations:** Our prospectus and website describe the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the parents and the School. **Parents wishing to place specific reliance on a matter contained in the prospectus, website or a statement made by a member of staff or a pupil during the course of a conducted tour of the School or a related meeting should seek written confirmation of that matter before entering this agreement.**

**48 Third Party Rights:** Only the School and the parents are parties to this contract. The pupil is not a party to it. The acts and omissions of parents are binding on the pupil and vice versa as to any matter of behavior, discipline and Fees. All requests and authorities by the parents are treated as being made on behalf of the pupil and vice versa.

**49 Consumer Protection:** Care has been taken to use plain language in these Terms and Conditions and to explain the reason for any of the terms that may appear one-sided. If any word/s, alone or in combination, infringe the Unfair Terms in Consumer Contracts Regulations 1999 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near to the original meaning as may be fair.

**50 Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.

**51 Jurisdiction:** This contract was made at the School and is governed exclusively by the law of England and Wales and the parties submit to the nonexclusive jurisdiction of the Courts of England and Wales.

**52 Force Majeure:** It is a fundamental provision of this contract that neither the College nor its representatives shall be liable in the event of any service contracted to be supplied by them becoming impossible to supply by reason of industrial dispute or other causes outside their control. In the event that Newland College is closed or unable to perform its contractual obligations by reason of 'Force Majeure' as defined herein the College shall be under no obligation to refund any part of any fees paid. A 'Force Majeure' occurrence shall mean an occurrence beyond the control and without the fault or negligence of the party affected and by which exercise or reasonable diligence the said party is unable to prevent or provide against. Without limiting the generality of the foregoing, 'Force Majeure' occurrences shall include; acts of nature (including fire, flood, earthquake, storm, hurricane or other natural disaster), invasion, acts of foreign combatants, terrorist attacks, military or other usurped political power or confiscation, nationalization, government sanction or embargo, labour disputes of third parties to this contract, or the prolonged failure of electricity or any other vital utility service.

I have read and agree to the Newland College Terms and Conditions (If there are two parents, signatures are required from both parents).

SIGNATURE OF FATHER:

D	D	M	M	Y	Y
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SIGNATURE OF MOTHER:

D	D	M	M	Y	Y
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