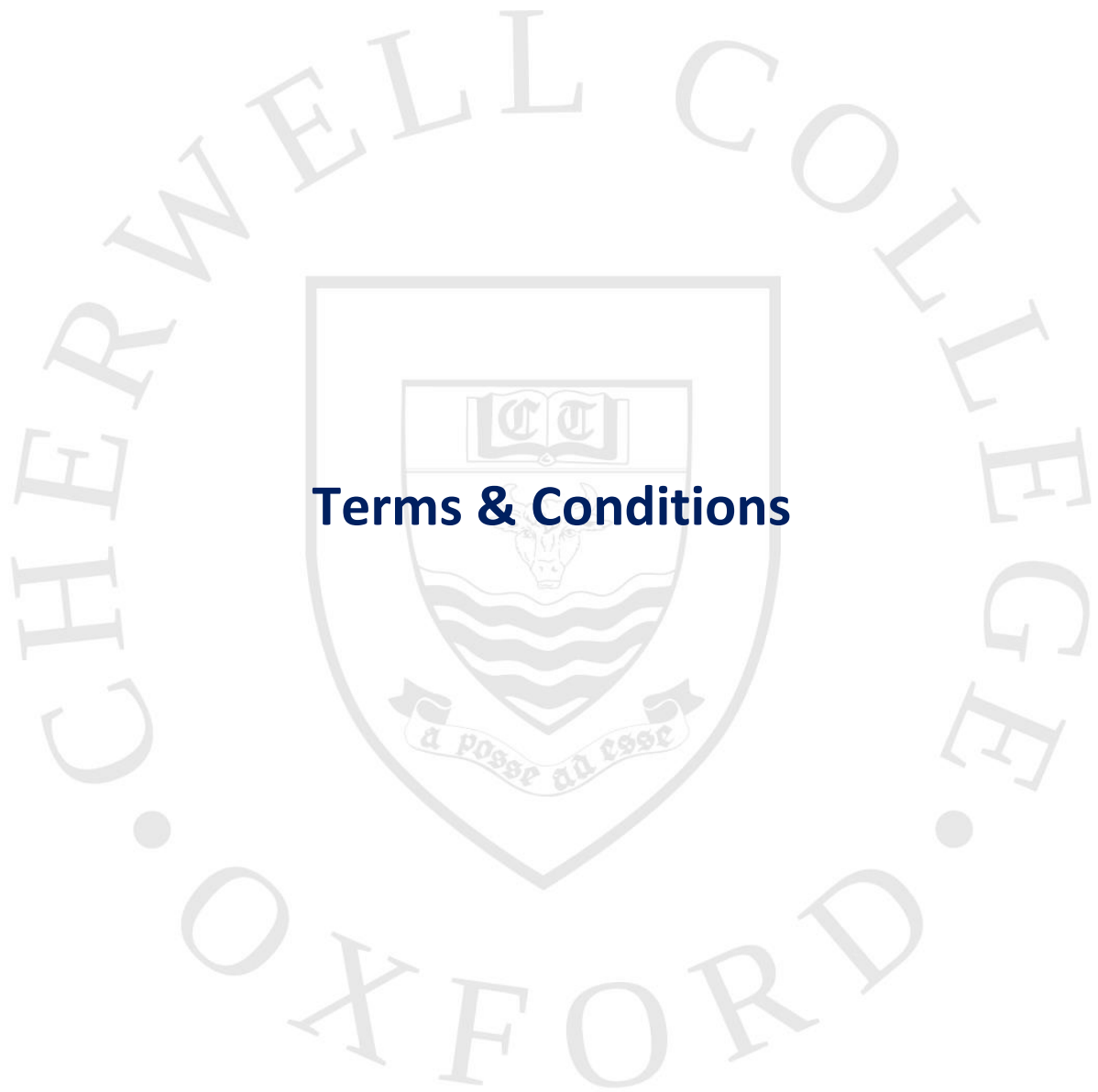


Cherwell College Oxford

Pre-University Tutorial College



Terms & Conditions

*Reviewed August 2021
Next Review August 2022*

Cherwell College Oxford

Pre-University Tutorial College

1. Terminology

1.1 The “College”/“We”/“Us” means Cherwell College Oxford as now or in the future constituted. The College is constituted as a private limited company.

1.2 “The Principal” is responsible for the day-to-day running of the College.

1.3 “The Parents”/“You” mean any person who has signed the Acceptance Form and/or who has accepted the responsibility for a child’s attendance at the College. Parents are legally responsible, individually and jointly for complying with the 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 College.

1.4 “The Student” is the person named on the Registration Form. The age of the Student will be calculated in accordance with the UK custom.

1.5 “Registration Form” and “Registration Fee”: A Registration Fee for the relevant year will be payable when Parents complete and return to the College a signed Registration Form. If on receipt of a completed Registration Form a place for the prospective Student is not available at the College, the Registration Fee will be returned. Otherwise, the Registration Fee paid by the Parents shall be retained as a non-refundable confirmation fee.

NB Registration Fee and Registration Form vary depending on the type and length of the programme applied.

1.6 “Academic Deposit (non-UK passport holders)”: For reasons of administration, the right is reserved to require payment of an equivalent of a term’s fees as a deposit in the case of a student whose normal residence is outside the UK. The Academic Deposit will be kept by the College to cover ancillary costs during the Student’s stay and as a security towards the Student’s intention to complete the course of study under their UK student visa. The Academic Deposit paid by the Parents will be returned on completion of the Student’s education (after deduction of any monies due and owing) subject to the Parent and the Student’s strict compliance with these Terms and Conditions. The College further reserves the right to require top-up payments if the Student’s Academic Deposit reaches or falls below the required minimum (as advised by the College Bursar from time to time).

1.7 “Academic Deposit (UK passport holders)”: for Students resident in the UK, the College reserves the right to require a reasonable payment in respect of a Student’s Academic Deposit to cover ancillary costs during the Student’s studies in the College. The Academic Deposit paid by the Parents will be returned on completion of the Student’s education (after deduction of any monies due and owing) subject to the Parent and the Student’s strict compliance with these Terms and Conditions. The College further reserves the right to require top-up payments if the Student’s Academic Deposit reaches or falls below the required minimum (as advised by the College Bursar from time to time).

1.8 “Damage Deposit (residential students only)”: the College reserves the right to charge a reasonable sum in respect of the Student’s Damage Deposit and require top-up payments if the Student’s Damage Deposit reaches or falls below the required minimum (as advised by the College Bursar from time to time). The Damage Deposit paid by the Parents will be returned on completion of the Student’s education (after deduction of any monies due and

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owing) subject to the Parent and the Student's strict compliance with these Terms and Conditions and additional Cherwell House Student Rules relating to residence at the College's managed accommodation.

2. Introduction

2.1 These Terms and Conditions reflect the custom and practice of independent tutorial schools and colleges for many generations and they form the basis of a legal contract for educational services. The Terms and Conditions are intended to promote the education and welfare of each student and the stability, forward-planning, prospect resourcing and development of the tutorial College.

2.2 Our prospectus and website are not contractual documents.

2.3 Fees and Notice Provisions: The rules concerning Fees and Notice Provisions are of particular importance and are set out at Section 12.

2.4 Managing Change: This College, as any other, is likely to undergo a number of changes during the time your child is a student here. Please see Section 14 for further details of the changes that may be made and the consultation and notice procedures that will apply.

2.5 Documents referred to: Before accepting the offer of a place, parents and students should read the information which for the present academic year appears on the College website and is up-dated annually. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions.

3. Registration and Entry to the College

3.1 Registration and Entry: Applicants will be considered as candidates for admission and entry to the College when the Registration Form has been completed and returned to us and the Registration Fee paid. Places will be subject to availability and the Student and Parents satisfying the admission requirements at the time inter alia:

- a) Satisfactory academic reports from previous place of study;
- b) Personal statement/motivation statement;
- c) Interview (Oxford or Skype);
- d) Selective subject assessment;
- e) English language proficiency depending on the level of study;
- f) IELTS for UKVI for international students who have not previously studied and successfully completed a course of study in the UK under UK student visa (UKVI requirement).

3.2 "Admission" occurs when the College offers a place and the Parents accept the offer. **"Entry"** occurs on the date when the Student attends the College for the first time under these Terms and Conditions.

3.3 Arrival: the Student will undergo further evaluation upon arrival to ensure that the proposed programme is suited to their academic ability. A study plan will then be prepared.

3.4 Continuing Assessment: Regular assessments will be carried out by the subject tutors throughout the Student's programme at the College.

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4. Pastoral Care

4.1 Pastoral care is a thread that runs throughout all aspects of life at the College and is directed towards the happiness, success, safety and welfare of each student and the integrity of the College community.

4.2 Our Ethos: The ethos of the College is to foster good relationships between members of the staff and the Students themselves. Bullying, harassment, victimisation and discrimination will not be tolerated.

4.3 Our Commitment: We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our College community and the rights and freedoms of others.

4.4 Equal Treatment: The College is a co-educational boarding and day tutorial College for male and female students aged between. The College welcomes staff and students from different ethnic groups, backgrounds, cultures and creeds - human rights and freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the College's culture, policies and procedures are made accessible to students who have disabilities and to comply with our legal and moral responsibilities under the *Equality Act 2010* and *Special Educational Needs & Disability Act 2001* in order to accommodate the needs of students who have disabilities for which, after reasonable adjustments, we can cater adequately.

4.5 Complaints: Any question, concern or complaint about the pastoral care or safety of a Student must be notified immediately to the Welfare Officer and/or the Head of Boarding in the case of a grave concern must be notified in writing to the Principal and/or by telephone in a case of emergency. A copy of the College's Complaints Policy is available via the College's website.

4.6 Student's Rights: A Student of sufficient maturity and understanding has certain legal rights which the College will observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality. If a conflict of interest arises between a Parent and a Student, the rights of, and duties owed to the Student will in most cases take precedence over the rights of, and duties owed to the Parent.

4.7 Principal's Authority: The Parents authorise the Principal to take and/or authorise in good faith all decisions which the Principal considers on proper grounds will safeguard and promote the Student's welfare.

4.8 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 Student in distress or to maintain safety and good order, or in connection with the Student's health and welfare.

4.9 Leaving the College Premises: We will do all that is reasonable to ensure that the Student remains in the care of the College during teaching hours but we cannot accept responsibility for a Student who leaves the College premises in breach of the College rules and we are not legally entitled to do so in the case of a Student aged 16 years or over.

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4.10 Residence during term time/Absence of Parents – Day Students: The Welfare Officer and/or the Head of Boarding must be notified in writing immediately if a Student will be residing during term time under the care of someone other than a Parent. When both Parents will be absent from the Student's home overnight or for a twenty-four hour period or longer, the Welfare Officer and/or the Head of Boarding must be informed in writing the name, address and telephone number of a twenty-four hour adult who will be responsible for the Student.

4.11 Communication with Parents: With the exception of communication regarding cancellation, withdrawal and notice of withdrawal, the College will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given permission on behalf of each such person unless other arrangements are made.

4.12 Educational guardians: The College strongly recommends that a Student of any age whose parents are resident outside the United Kingdom should have an educational guardian in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the College can apply for authorisation when necessary. The College can accept no responsibility during exerts, half term or the holidays for Students whose parents are resident abroad - the parents and guardians of such students must make holiday arrangements, including travel to and from the College, well in advance. If it is necessary, due to illness, for a Student to be cared for away from the College, the Parents and guardians must make appropriate arrangements. The responsibility for choosing an appropriate educational guardian rests solely with the Parents but the College 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 educational guardian.

5. Disclosures & Confidentiality

5.1 Disclosures: Parents must, as soon as possible, disclose to the College in confidence any known medical condition, health problem or allergy affecting the Student, any history of a learning difficulty on the part of the Student, or any family circumstances or court order which might affect the Student's welfare or happiness, or any concerns about the Student's safety.

5.2 Confidentiality: The Parents authorise the Principal to override their own and (so far as they are entitled to do so) a Student's rights of confidentiality, and to impart confidential information on a "need-to-know" basis where necessary to safeguard or promote a Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the College. In some cases, teachers and other employees of the College may need to be informed of any particular vulnerability the Student may have. The College reserves the right to monitor the Student's electronic communications, internet use and data storage. A copy of the College's E-Policy is available via the College's website.

5.3 Special Precautions: The Principal needs to be aware of any matters that are relevant to the Student's safety and security. The Principal must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. Parents may be excluded from the College premises if the Principal, acting in a proper manner, considers such exclusion to be in the best interests of the Student or of the College.

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6. Policies & Procedures

6.1 Internal College Policies: Students and Parents are advised to familiarise themselves with the College's policies and procedures as available on the College's website and revised from time to time.

6.2 Photographs: It is the custom and practice of most independent Colleges and of this College, to include some photographs or images of Students in the College's promotional materials such as prospectus and website. We will not disclose the name or home address of a child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the College's promotional material must make sure their child knows this and must write immediately to the Principal.

6.3 Transport: Parents' consent to the Student travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive the vehicle of that type.

6.4 Student's Personal Property: Students are responsible for the security, insurance and safe use of all their personal property including: money, mobile phones, watches, computers, calculators, musical instruments and sports equipment and for property lent by the College.

6.5 Storage of Personal Property: Students are responsible for collecting and packing their belongings at the end of each term and summer breaks. Any belongings which are left by a Student during these periods will be collected by the College staff and packed into individual boxes for the period of a Student's absence. Parents will be responsible for the cost of packing and storing the items as invoiced by the College.

6.6 Insurance: Parents are responsible for insurance of the Student's personal property whilst at the College or on the way to and from the College or any College-organised activity away from the College premises.

6.7 Liability: Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the College does not accept responsibility for accidental injury or other loss caused to the Student or Parents or for loss or damage to their property.

7. Health and Medical Matters

7.1 Medical Declaration: Parents will be asked to complete a Student Medical Form concerning the Student's health and must inform the Welfare Officer and/or Head of Boarding in writing if the Student develops any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities or has been in contact with infectious diseases.

7.2 Medical Care: In order that the best use may be made of the facilities and services provided under the National Health Services, every boarder must be registered on the list of the local General Practitioner whilst a Student at the College. Parents must comply with the College quarantine regulations as defined from time to time.

7.3 Student's Health: The Principal may at any time require a medical opinion or certificate as to the Student's general health where the Principal considers that necessary as a matter of

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professional judgement in the interests of the Student and/or the College. A Student of sufficient age and maturity is entitled to insist on confidentiality which can nonetheless be overridden in the Student's own interests or where necessary for the protection of other members of the College community.

7.4 Medical Information: Throughout a Student's time as a member of the College, the College shall have the right to disclose confidential information about the Student if considered to be in the Student's own interests or necessary for the College.

7.5 Emergency Medical Treatment: The Parents authorise the Principal to consent on behalf of the Parents to the Student receiving emergency medical treatment, including blood transfusion - under the National Health Service or at a private hospital where certified by an appropriately qualified person - if the Parents cannot be contacted.

7.6 Health & Life Skills Education: All Students receive health and life skills education appropriate to their age in accordance with the curriculum from time to time, unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the curriculum.

8. Educational Matters

8.1 Our Commitment: Within the published range of the College's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Student and to provide education to at least the standard required by the UK Department of Education and often to a much higher standard.

8.2 Organisation: We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Academic department lead by the Academic Director/Vice-Principal, is most appropriate for the College community as a whole. Any Parent who has specific requirements or concerns about any aspect of their child's education or progress should contact the Academic Director/Vice-Principal, as soon as possible, or contact the Principal in the case of a grave concern.

8.3 Progress Reports: The College monitors the progress of each Student and reports regularly to Parents by means of grades and full written reports.

8.4 Reports and References: Information supplied to Parents and others concerning the progress and character of a Student, and about examination, further education and career prospects, and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the College.

8.5 Learning support: Students will be regularly assessed to determine whether any additional academic support programme should be put in place. These programmes will incur additional costs.

8.6 Public Examinations: The Academic department may, after consultation with a Parent and a Student, decline to enter a Student's name for a public examination if, in the exercise of professional judgment, they consider that by doing so the Student's prospects in other examinations would be impaired and/or if the Student has not prepared for the examination

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with sufficient diligence. For example, because the Student has not worked or revised in accordance with advice or instruction from the tutors and/or Academic department.

8.7 Learning Difficulties: The College will do all that is reasonable in the case of each Student to detect and deal appropriately with a learning difficulty which amounts to a “special educational need”. Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.

8.8 Assessment for Learning Difficulties: If appropriate, the College may recommend the Student undergoes a formal assessment for possible learning difficulties. A formal assessment can be arranged by the College at the Parents’ expense or by the Parents themselves.

8.9 Information about Learning Difficulties: Parents must notify the College in writing if they are aware or suspect that a Student has a learning difficulty and the Parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the Student, without being charged Fees in lieu of notice if, in the professional judgement of the Principal and after consultation with the Parents and with the Student (where appropriate), the College cannot provide adequately for a Student’s special educational needs. Remedial teaching provided by the College will be charged as an extra.

8.10 Progression: It is assumed that each Student who satisfies the relevant criteria at the time will progress through the College and will ultimately complete the Year 13. Parents will be advised prior to the end of the current programme of study if there appears to be any reason why the Student may be refused a place at the next stage of the College. Parents must give a term’s notice in writing (e.g. before the start of the Trinity Term if a Student intends to withdraw from Michaelmas Term) in accordance with the Fees and Notice Provisions (in section 12) if they do not intend the Student to proceed to the next stage of the College, or a term’s Fees in lieu of notice will be payable.

9. The College’s IP rights

9.1 College’s Intellectual Property: The College reserves all rights and interest in any copyright, design right, registered design, patent or trademark (“intellectual property”) arising as a result of the actions or work of a Student in conjunction with any member of staff and/or other Students at the College for a purpose associated with the College. The College will acknowledge and allow to be acknowledged the Student’s role in creation/development of intellectual property.

9.2 Student’s Original Work: Copyright in the Student’s original work, such as classroom work, prep or homework, projects, internal examination scripts, painting and computer generated material, belongs to the Student. Most such work (but not examination scripts) will be returned to the Student when it is no longer required for purposes of assessment or display. Parents’ consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to our retaining such work at the College premises until, in our professional judgement, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Student’s work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the College.

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9.3 Educational and Social Visits: A variety of educational visits will be provided. The cost of some educational visits will be charged as an extra and invoiced or deducted from Students' Academic Deposits.

10. Behaviour and Discipline

10.1 College regime: The Parents accept that the College will be run in accordance with the College policies. The Principal is entitled to exercise a wide discretion in relation to the College's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of a Student is at issue.

10.2 Conduct and Attendance: We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. Parents warrant that the Student will take a full part in the activities of the College, will attend lessons, will be punctual, will work hard, will be well-behaved and will comply with the College Rules about the dress code.

International students should be aware that in line with UKVI/Home Office regulations students studying through a UK student visa will be reported for absences, which can result in expulsion from the College and termination of a visa.

10.3 College Rules: The College policies, procedures, rules and regulations which apply are available on the College's website and revised from time to time. Parents are requested to read these documents carefully with the Student before they accept the offer of a place.

10.4 College Discipline: The Parents hereby confirm that they accept the authority of the Principal and of other members of staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each Student and the College community as a whole. The Parents also accept the College's disciplinary or preventative action necessary to safeguard and promote the welfare of each Student and the College's disciplinary policy.

10.5 Investigative Action: A complaint or rumour of misconduct will be investigated. A Student may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student'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 Student may face formal disciplinary action, and also to make arrangements for the Student to be accompanied and assisted by a Parent, educational guardian or a teacher of the Student's choice.

10.6 Procedural Fairness: Investigation of a complaint which could lead to exclusion, removal or withdrawal of the Student in any of the circumstances explained shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or educational guardian so that they can attend a meeting with the Principal before a decision is taken in such a case. In the absence of a Parent or an educational guardian, the Student will be assisted by an adult (e.g. a tutor) of his/her choice.

10.7 Divulging Information: Except as required by law, the College and staff are not required to divulge to Parents or others any confidential information or the identities of Students or others who have given information which has led to the complaint or which the Principal has acquired during an investigation.

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10.8 Drugs and Alcohol: The College operates a zero tolerance policy on the misuse or possession of alcohol or drugs and illegal substances. It is considered a very grave breach of the College discipline. There could be a programme of random testing. Also, a student may be required to provide an urine sample under medical supervision if involvement with drugs is suspected, or sample of breath to test for alcohol consumption. A sample or test in these circumstances will not form part of the Student's permanent medical record.

11. Suspension, Withdrawal, Expulsion and/or Exclusion

11.1 Terminology: In these Terms and Conditions "**Suspension**" means that the Student has been sent home or under the care of their educational guardian for a limited period either as a disciplinary sanction or pending the outcome of an investigation. "**Withdrawal**" means that the Parents have withdrawn the Student from the College. "**Expulsion**" means that the Student has been required to leave the College permanently. "**Exclusion**" means that the Student has been required to leave the College temporarily until arrears of Fees have been paid.

11.2 Removal in other circumstances: means that Parents may be required, during or at the end of a term, to remove the Student temporarily or permanently from the College. If, after consultation with a Student and/or Parent, the Principal is of the opinion that by reason of the Student's conduct or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities offered by the College, or if a Parent has treated the College or members of its staff unreasonably, then the Student will be removed. In these circumstances, the Principal shall act with procedural fairness in all such cases, and shall have regards to the interests of the Student and Parents as well as those of the College.

11.3 Fees following Removal: if the Student is removed or withdrawn in the circumstances described above, the rules relating to Fees and deposit shall be the same as for Expulsion or Withdrawal.

11.4 Exclusion for non-payment of Fees: The right is reserved on 3 days' written notice to exclude a Student while Fees are unpaid. Exclusion on this grounds is not a disciplinary matter and the right to a review will not normally arise but the Student who has been excluded at any time when Fees are unpaid will be deemed withdrawn without notice, twenty-eight days (or earlier for the purposes of UKVI compliance) after Exclusion. ***(Then a term's Fees in lieu of notice will be payable in accordance with the Fees and Notice Provisions in section 12 below)***. The College 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 Student.

11.5 Expulsion: A Student may be formally expelled from the College if it is proved on the balance of probabilities that the Student has committed a very serious breach of the College discipline, Students' Rules, Behaviour Policy and/or other College's policies and procedures (as revised from time to time) or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Principal shall act with procedural fairness in all such cases. Principal's decision to expel the Student as a disciplinary sanction can be subject to a review. Please refer to the College's Complaints Policy for details.

11.6 Fees after Expulsion: If a Student is expelled, there will be no refund of the Registration Fees, the Academic and/or Damage Deposits, of fees for the current, past terms and of any fees for the current academic year.

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12. Fees and Notice Provisions

12.1 Notice to be given by Parents means (unless the contrary is stated in these Terms and Conditions) **a term's written notice addressed to and received by the Principal**. It is expected that Parents will consult with the Principal before giving notice to withdraw a Student.

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

12.3 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 which they have accepted, or if the Parents wish to withdraw a Student who has entered the College; or if, following the GCSE year or first year of A-level, the Student will not return for the following year even if he/she has achieved the required grades.

12.4 Cancelling Acceptance: The cancellation of a place which has been accepted can cause long-term loss to the College. A genuine pre-estimate of loss is fees for between 1 and 5 years. Nonetheless, the College agrees to limit the Parent's liability to a full term's fees payable as a debt if less than a term's notice of cancellation has been given. Cases of serious illness or genuine hardship may receive special consideration on written request.

12.5 Withdrawal by Parents: If a Student is withdrawn on less than a term's notice, or excluded for more than twenty-eight days (or earlier for the purposes of UKVI compliance) for non-payment of Fees, Fees in lieu of notice will be immediately due and payable as a debt at the rate applicable to the term in question and without loss to the College. The charge of a term's Fees represents a genuine pre-estimate of the College's loss in these circumstances, and sometimes the actual loss to the College will be much greater.

12.6 Prior Consultation: It is expected that a Parent or duly authorised educational guardian will in every case consult personally with the Principal or with the Principal's authorised deputy before notice of withdrawal is given.

12.7 Withdrawal by Student: The Student's decision to withdraw from the College shall, for these purposes, be treated as a withdrawal by the Parents.

12.8 Discontinuing Extras: A term's written notice is required to discontinue extra tuition or a term's Fees for the extra tuition will be immediately payable in lieu as a debt.

12.9 Termination by the College: The College may terminate this Agreement on one term's written notice sent by email or ordinary post or less than one term's notice in a case involving expulsion or required removal. The College would not terminate the contract without good cause and full consultation with Parents and also the Student (if of sufficient maturity and understanding), and would offer the Parents a review of a decision to terminate.

13. Fees and Payment terms

13.1 Meaning: "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: Registration Fee, Academic Deposit, Damage Deposit,

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Tuition Fees, Boarding Fees, Fees for extra tuition and any other extras or ancillary fees and charges arising in respect of educational, cultural visits and damage where a Student alone or with others has caused willful loss or damage to the College property or the property of any other person and late payment charges if incurred.

13.2 Payment: The Parents undertake to pay the Fees applicable in each College year. Fees are due and payable 6 weeks before the commencement of the College term to which they relate. If one or more items on the invoice are under query, the balance of the invoice must be paid.

13.3 Refund/Waiver: Fees will not normally be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a Student is released home after public examinations or otherwise before the normal end of term; or for any cause other than exceptional, and at the sole discretion of the Principal, or in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the College can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents. Separate rules apply when a student is expelled or withdrawn (please see section 12).

13.4 Scholarships and Bursaries: Every scholarship, exhibition, bursary or other award or concession is a privilege and is subject to high standards of attendance, diligence and behaviour on the Student's part and to the Parents' treating the College and staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. The value of a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed.

13.5 Fee Increases: Fees are reviewed annually and are subject to increase from time to time.

13.6 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 up to 2% per month which is a genuine pre-estimate of the cost to the College of a default.

13.7 Part Payment: Any sum tendered that is less than the sum owing may be accepted by the College on account only. Late payment charges will be applied to any unpaid balance of Fees.

13.8 Installment Arrangements: An agreement by the College to accept payment of current and/or past Fees by installments is concessionary and will cease automatically in the event of any default for thirty days or more. On ceasing, the full amount of Fees then due shall be payable forthwith as a debt and interest will start to accrue at the rate for Late Payment (see sub-section 13.6 above).

13.9 Appropriation: Payments made in respect of one child may be appropriated by the College to the unpaid account of any other child of these Parents.

13.10 Money Laundering and Payment of Fees by a Third Party: Legislation requires the College, in some circumstances, to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying fees. An agreement with a third party (such as a grandparent) to pay the Fees or any other sum due to the College does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the Bursar. The College reserves the right to refuse a payment from a third party.

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14. Events beyond the control of the Parties

14.1 Force Majeure: An event beyond the reasonable control of the parties to this Agreement is referred to below as a “Force Majeure Event” and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

14.2 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.

14.3 Continued Force Majeure: If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 13.7 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

15. General Contractual Matters

15.1 Data Protection: The Parents consent to the College (through the Principal as the person responsible) obtaining, processing and holding “personal data” including “sensitive personal data” such as medical information, to be processed lawfully and fairly in accordance with the Data Protection Act 1998, for purposes of safeguarding and promoting the welfare of the Student and ensuring that all relevant legal obligations of the College and the Parents are complied with.

15.2 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 Students, and those of the College community as a whole. We aim to ensure that the College, its culture, ethos and resources are properly managed so that the College, its services and facilities can develop. We aim also to promote good order and discipline throughout our College community and to ensure compliance with the law.

15.3 Legal Contract: The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.

15.4 Change: This College, as any other, is likely to undergo a number of changes during the time the Student is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the College policies, procedures, rules and regulations, the disciplinary framework, and the length of College terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this Agreement may be freely assigned to another party at the discretion of the College. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

15.5 Consultation: It is not practicable to consult with Parents and Students over every change that may take place. Whenever practicable, the College will use reasonable endeavours to ensure that Parents will be informed and where possible given at least a term’s notice of a change of policy, change in any physical aspect of the College which would have a significant effect on the Student’s education or pastoral care, or a change of ownership. For example,

Cherwell College Oxford

Pre-University Tutorial College

notice would be given of a proposal to close a boarding house or remove a subject from the curriculum.

15.6 Consumer Protection: Care has been taken to use plain language in these Terms and Conditions and to explain the reasons for any of the terms that may appear one-sided. If any words above 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 the original meaning as may be fair.

15.7 Representations: Our prospectus and website describe the broad principles on which the College 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 College. Parents wishing to place specific reliance on a matter contained in the prospectus or website or a statement made by a member of staff or a Student during the course of a conducted tour of the College or a related meeting should seek written confirmation of that matter before entering this Agreement.

15.8 Third Party Rights: Only the College and the Parents are parties to this Agreement. The Student is not a party to it. The acts and omissions of Parents are binding on the Student and vice versa as to any matter of behaviour, discipline and fees. All requests and authorities by the Parents are treated as being made on behalf of the Student and vice versa.

15.9 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.

15.10 Variation: These Terms and Conditions are subject to review and change from time to time – any latest copy of these Terms and Conditions can be viewed on the College website under “Policies” section.

16. Jurisdiction

16.1 This Agreement was made at the College and all matters arising out of or relating to or in connection with this Agreement shall be governed by and construed in accordance with the laws of England and Wales, and subject to the exclusive jurisdiction of the courts of England and Wales.