

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

**Why you should read them.** Please read these terms carefully before you accept our offer of a place at the College for your child. These terms tell you who we are and how and on what basis the College will provide educational services.

In these terms you will see some parts written in bold or otherwise highlighted to stand out. This is to draw certain provisions to your specific attention because they are important to the good management and operation of the College and our provision of educational services.

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the Principal to discuss.

## 1. DEFINITIONS

1.1 Meanings of some words and phrases we use in these Terms & Conditions. In these Terms & Conditions, some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these Terms & Conditions, they shall have the meaning given to them here.

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

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

**"Complaints Procedure"** means the College's procedure for handling complaints from parents as amended from time to time for legal or other substantive reasons, or in order to assist the proper administration of the College. It is not intended to form part of the contract between you and the College. A copy of the most up-to-date procedure is on the College's website and is otherwise available from the College at any time upon request:

**"contract"** has the meaning given in [Clause 1.3](#) below;

**"deposit"** means the amount set out and referred to as the deposit in the Acceptance Form and that is separately set out in the 'Schedule of Fees';

**"fees"** means the termly fees set out in the Schedule of Fees;

**"Principal"** means the person appointed by the Directors of the College to be responsible for (or to share in the responsibility for) the day-to-day running of the College, including anyone to whom such duties have been delegated;

**"Schedule of Fees"** means the published note of the College's prevailing fees notified to you from time to time and a copy of which remains available on the College's website and from the College at any time upon request;

**"College Policies"** means the body of policies of the College as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the College. The College policies are published on the website and updated from time to time;

**"term"** means a term of the College as notified to parents from time to time;

**"a term's notice"** means **written** notice given not later than the first day of the term *before* the term to which the notice relates;

**"Terms & Conditions"** means these Terms and Conditions as may be amended from time to time;

**"we"** or the **"College"** means the legal entity carrying on as the College as identified in [Clause 1.2](#) below; and

**"you"** or the **"parents"** means each person who has signed the Acceptance Form as a holder of parental responsibility for the child, or a person who with the College's express written consent replaces a person who has signed the Acceptance Form.

In these Terms and Conditions, we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words **"for example"**, **"includes"** or **"including"**. When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

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

1.2 Who we are. We are IF - Inspiring Futures Limited a company registered in England and Wales. Our Company Registration Number is 08926427, and our Registered Office is at Barrow House, Bishopstrow Road, Bishopstrow, Warminster, Wiltshire, England, BA12 9HU.

1.3 Our contract with you. The **Acceptance Form**, the **Schedule of Fees**, the **College Policies** and these **Terms & Conditions** (as in each case may be varied from time to time) form the terms of an agreement (the "contract") between you and the College. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

## 2. ACCEPTANCE AND DEPOSIT

2.1 How you accept our offer of a place. An offer of a place for your child at the College is accepted by your submitting the completed Acceptance Form and paying the deposit according to the dates stated on the offer letter.

2.2 The non-refundable status of the deposit. **The deposit is not refundable if your child does not take up their place at the College.** The limited exception to this is where notice is given in accordance with Clause 3.4 below.

2.3 How we use the deposit. Unless you have indicated that you would like to donate the deposit to the College's trust, PETL, the deposit will form part of the student's account at the College until it is credited to any other sums due to the College on your child's leaving.

2.4 Requirement for you to increase the deposit amount. Where an offer of a place for your child to change their programme of study is accepted, you shall pay any further sum equivalent to the difference between the deposit already paid and the deposit payable for the new programme of study to accept the place.

## 3. WITHDRAWING YOUR ACCEPTANCE OF A PLACE BEFORE YOUR CHILD JOINS THE COLLEGE

3.1 Notice to withdraw your acceptance of a place before your child joins the College. **If you wish to withdraw your acceptance of a place BEFORE your child starts at the College you must either give us a term's notice to that effect or pay to the College a term's fees in lieu of notice.**

3.2 If we receive a term's notice. **If you provide a term's notice, you will lose the deposit (subject to repayment under Clause 2.2) but no further fees will be payable.**

3.3 If we do not receive that period of notice. **If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees will be payable by**

**you and will become due and owing to the College upon demand as a debt. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.**

3.4 Refusal of a Visa Application. If a visa application is rejected and we receive written evidence of the visa refusal, we will refund the fees and deposit received in full, less an administration fee.

## 4. COLLEGE FEES, SUPPLEMENTAL CHARGES AND PAYMENT

4.1 What the fees include. Unless set out in the Schedule of Fees or notified to you at any time, the fees include the costs we incur in the usual course of educating your child.

4.2 What the fees do not include: supplemental charges. We refer to any items charged to you in addition to the fees as **supplemental charges**. By way of example, any extra-curricular activities (such as private lessons and some EAL lessons) in which you agree in advance your child may participate will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination fees shall be charged as supplemental charges. Additional charges incurred by the College in providing for the special educational needs of your child may also be charged as supplemental to the fees.

4.3 Applicable taxes. All of the fees and supplemental charges are exclusive of any taxes, which will be added (where applicable).

4.4 Who is responsible for ensuring payment. **Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the College. This is because our contract applies to both of you together and each of you on your own.**

4.5 How bursary and scholarship awards are treated. If your child has been awarded a scholarship or bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. The terms and conditions of the award will be included in the Offer Letter.

4.6 How the fees are charged and payment requirements. **Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you 4 weeks before the start of the next term.** Each term's fees will be included in an invoice sent to you. The fees must be paid in full by direct bank transfer.

**We may not allow your child to attend the College if you do not pay on time.**

4.7 Payment of supplemental charges. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included on the invoice along with the fees due for payment for the next term. **All such supplemental charges must be paid in full by direct bank transfer.**

4.8 Non-payment of fees: refusal to attend College. **We may refuse to allow your child to attend the College or withhold any references while fees remain unpaid or there is a persistent failure by you to pay the fees on time.** We will give a notice period of 2 days before removing your child from classes.

4.9 Non-payment of supplemental charges: refusal to participate in the relevant activity. **We may refuse to allow your child to participate in the relevant extra-curricular activity, or sit the relevant public examination(s), while the applicable supplemental charge for that activity or examination(s) remains unpaid.**

4.10 We can notify other educational institutions of your outstanding payments. **We may inform any other College or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.**

4.11 Our ability to increase the fees. **We will review our fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect.**

4.12 Fees and supplemental charges will not be reduced due to your child's absence. Fees and any agreed supplemental charges will not normally be reduced or refunded as a result of absence due to illness or otherwise. If 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 any periods spent at home. Exceptional circumstances may be considered on an individual basis.

4.13 Information on your identity and the source of funds. From time to time we may ask you to provide us with information, that we consider to be satisfactory, so that we can verify:

4.13.1 your identity;

4.13.2 your child's identity;

4.13.3 your child's right to enter, live and study in the United Kingdom; and

4.13.4 the source of funds you are using to pay the fees.

You must provide the College with the information we ask for.

## 5. NOTICE REQUIREMENTS

5.1 Notice to withdraw your child from the College. **If you wish to withdraw your child from the College you must either give us a term's notice to that effect or pay to the College a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.**

5.2 Notice to change your child's place at the College. If you wish to change your child's place at the College from a boarding to a day place or from a termly to a weekly boarding place you must either give a term's notice or pay to the College the difference between the boarding or termly boarding and the day or weekly boarding 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 When the relevant amount in lieu of notice must be paid. In cases under 5.1 or 5.2 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand.

5.4 Notice to withdraw your child from participating in an activity covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental, you must either give a 4 weeks' notice to that effect or pay to the College as a debt the equivalent to 4 weeks activity in which your child has ceased to participate.

5.5 Withdrawal part-way through a term does not reduce the amount you owe to the College. **The College's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.**

## 6. COLLEGE POLICIES

- 6.1 Compliance with the College Policies. It is a condition of remaining at the College that you and your child comply with the College Polices. In addition, you must ensure that your child attends College punctually and that your child conforms to any codes of appearance, dress and behaviour as we may issue (if not already included within the College Expectations).
- 6.2 We may undertake drugs testing of your child. **The College may undertake drugs testing of students in accordance with its drugs policy as set out in the College Policies.** The drugs policy has been adopted for disciplinary purposes, and with the aim of safeguarding the health and safety of all students.
- 6.3 Monitoring your child's email communications, Internet use, and use of social media. **The College may, subject to applicable data protection legislation, monitor your child's email communication, Internet use, and use of social media.** We may do this for various reasons, including ensuring compliance with the College polices or where it is appropriate for the College to do so (or indeed necessary) in connection with the College's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## 7. SUSPENSION, EXPULSION AND REQUIRED REMOVAL

- 7.1 The Principal's discretion to suspend or exclude your child from the College. The Principal may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the College if the Principal considers that your child's conduct or behaviour (including behaviour or conduct outside College or online) is unsatisfactory and the suspension or exclusion is in the College's best interests or those of your child or other children.
- 7.2 Where you can find examples of offences punishable by suspension or expulsion. The College Policies sets out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and the Principal may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the College may be taken into account.
- 7.3 The Principal's discretion to require you to remove your child from the College. Instead of expulsion or suspension, the Principal may in his or her discretion require you to remove your child from

the College if the Principal considers that:

- 7.3.1 **your** behaviour or conduct (or the behaviour adversely affects (or is likely to adversely affect) your child's or other children's progress at the College, or the wellbeing of College staff; and/or brings (or is likely to bring) the College into disrepute; and/or is not in accordance with your obligations under this contract; or
- 7.3.2 your child's attendance or progress at the College is unsatisfactory and, in the reasonable opinion of the Principal, the removal is in the College's best interests and/or those of your child or other children. If this happens, fees in lieu of notice will not be payable and any prepaid fees and/or supplemental charges for the period after the removal (including, if applicable, the deposit held by the College) will be refunded.
- 7.4 What happens if your child is suspended, excluded or removed from the College.
- 7.4.1 Should the Principal exercise his or her right under either Clause 7.1 or Clause 7.3 above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded or suspended and (save in the case of suspension) the deposit will be forfeited meaning that the College will retain the deposit. If you are required to remove your child from the College as a result of the Principal exercising his or her discretion under Clause 7.3.2 then the deposit will be credited in the usual way (see Clause 2.3).
- 7.4.2 If your child is excluded or you are required to remove your child from the College, fees in lieu of notice will **not** be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the expulsion/required removal will be refunded.
- 7.5 Impact of exclusion or required removal on this contract. This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the College.
- 7.6 Your right to have decisions to exclude or require the removal of your child reviewed. You are entitled to have any decisions taken by the College and/or Principal to exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the final stage of the Complaints Procedure



## 8. THE COLLEGE'S OBLIGATIONS

- 8.1 The period of your child's schooling. Subject to these Terms & Conditions, the College will accept your child as a student of the College from the time of joining the College until the end of his or her secondary schooling, i.e., to the end of Year 13.
- 8.2 The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a student of the College, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during College hours and at other times when your child is permitted to be on College premises or is participating in activities organised by the College. **We cannot accept any responsibility for the welfare of your child while off the College premises, unless he or she is taking part in a College activity or otherwise under the direct supervision of a member of College staff.** The College shall adhere to and comply with the *National Minimum Standards for Boarding Schools* (applicable from time to time) published under the Children Act 1989 (as amended or superseded).
- 8.3 Consent to participation in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- 8.4 What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the College's care, we will if practicable try to contact you, or your appointed guardian, to obtain your prior consent. **However, if it is not practicable to contact you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).**
- 8.5 Our right to make changes at the College. Our prospectus describes the broad principles on which the College is presently run. However, from time to time it may be necessary to make changes to any aspects of the College, including the curriculum or the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the College is required to close the College premises)).
- 8.6 We will give you notice of significant changes. We will give you notice of any changes that we regard
- end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the College before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the College under [Clause 5.1](#) above.
- 8.7 Monitoring your child's progress at the College. We will monitor your child's progress at the College and produce regular written reports. **We will advise you if we have any concern about your child's progress, but we do not undertake to diagnose dyslexia or other conditions.** A formal assessment can be arranged either by you or by the College at your expense.
- 8.8 Religious observance. Religious observance at the College will be conducted in accordance with the College rules.

## 9. THE PARENTS' OBLIGATIONS

- 9.1 We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Principal and College staff, need your co-operation, including in particular by you fulfilling your own obligations under this contract.
- 9.2 Examples of the co-operation and assistance we require. You must co-operate with the College and College staff in good faith, including by:
- 9.2.1 maintaining a constructive relationship with College staff (including where the College is exercising its rights and performing its obligations under this contract);
- 9.2.2 encouraging your child in his or her studies, and giving appropriate support at home;
- 9.2.3 keeping the College up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplemental charges for your child);
- 9.2.4 ensuring that all details or other information notified or otherwise disclosed to the College about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
- 9.2.5 providing cooperation and assistance to the College so that your child can participate in, and benefit from, the College's provision of education; and

- 9.2.6 attending meetings and keeping in touch with the College where your child's interests so require.
- 9.3 *You must notify us of your child's health/medical conditions or special educational needs.* **It is a condition of your child's joining and remaining at the College that you complete and submit to the College a Medical Questionnaire in respect of your child.** You must inform the College of any health or medical condition, special educational need(s), disability or allergies that your child has or subsequently develops, whether long-term or short-term, including any infections. You must also provide us, whether upon further request by the College or otherwise, any reports or other materials relevant to any of the same. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 13.1.2 below.**
- 9.4 *Circumstances where we may require you to keep your child away from College.* If the College so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you may be required to keep your child at home and not permit him/her to return to the College until such time as the health risk has passed. Where it is considered appropriate, we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- 9.5 *You must notify us of any special arrangements needed for your child.* You must inform the College of any situations where special arrangements may be needed for your child, including for their education or welfare.
- 9.6 *You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child.* You must inform the College if, at any time prior to or during your child's time at the College, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the College (including its premises) and/or the College's provision of education to your child. 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 College with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.
- 9.7 *We require you to nominate a 'responsible adult' for us to contact in your absence.* It is a condition of your child's joining and remaining at the College that you complete and submit to the College an Educational Guardianship Form for your child. Amongst other things this form will nominate a 'responsible adult' for your child who will be delegated the authority by you to make decisions relating to your child including where the College is not able to contact you.
- 9.8 *We are entitled to expect that parents have consulted with each other regarding decisions relating to your child.* You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the College, the College is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9.9 below, you (and each of you) accept that the College is entitled to treat:
- 9.8.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- 9.8.2 any communication from the College to one of you as having been given to both of you.
- 9.9 *We are entitled to require that notices of withdrawal must be signed by both parents.* **A notice of withdrawal of your child served under this contract (i.e., under any of Clauses 3.1, 5.1 or 5.2) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the College shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).**
- 9.10 *You must notify us of your child's absence from College.* The College must be informed as soon as possible in writing of any reason for your child's absence from College. You can do this by contacting the College Office on +44 (0)118 983 2644 or [office@padworth.com](mailto:office@padworth.com). Wherever possible the College's prior consent should be sought for absence from the College.
- 9.11 *Parents must notify us if they will be absent for a period of time.* If at any time during your child's time at the College you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential

address for a period of longer than three (3) consecutive College days then you must inform the College immediately in writing and provide the details required by the College as a result, including the name and contact details for a responsible adult for the period of your absence. This information must be sent to [office@padworth.com](mailto:office@padworth.com)

9.12 *Raising concerns with the College and making formal complaints.* If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the College without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the College's website and is otherwise available from the College at any time upon request.

## 10. INSURANCE

10.1 *Your responsibility to make your own insurance arrangements.* You must make your own insurance arrangements if you require cover for your child or their property while at College or for the payment of fees due to absence of your child or closure of the College premises.

## 11. HOW WE MAY USE PERSONAL INFORMATION: REFERENCES, CONFIDENTIALITY AND DATA PROTECTION

11.1 *We may provide a reference for your child.* We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

11.2 *We will need to use information relating to your child, and to you, for certain purposes connected with the running of the College.* This will include name, contact details, College records, photographs and video recordings, both whilst your child is at the College and after he or she has left, for the purposes of:

11.2.1 managing relationships between the College and current students/parents and fulfilling our obligations under the contract with you;

11.2.2 promoting the College to prospective students/parents and educational agents;

11.2.3 publicising the College's activities; and

11.2.4 communicating with the College community and the body of former students.

In respect of sub-clauses 11.2.2, 11.2.3 and 11.2.4, this includes use of such information by the College in/on the College's prospectus (in whatever format or medium it is produced/made available), the College's website(s) and (where appropriate) the College's social media channels.

11.3 *You are required to update us of changes to information held, or in circumstances relating to, you and/or your child.* You must:

11.3.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the College; and

11.3.2 inform the College of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about you or your child that has previously been notified to the College, including relevant contact details.

11.4 *As a Student sponsor we need to provide certain information to UKVI.* In order to comply with our responsibilities as a licensed sponsor under the Home Office's points-based system for immigration purposes, we may need to provide information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the *United Kingdom Visas and Immigration (UKVI)* unit of the Home Office (and to do so whether we actually sponsor your child or not).

11.5 *We will send information (e.g., College reports) about your child to both of you as a matter of course.* Those persons who have parental responsibility for your child are entitled to receive certain information about your child from the College (including College reports, correspondence and other materials relating to his or her progress, development and/or education generally). The College will therefore disclose such information as a matter of routine to such persons unless the College is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).



11.6 Data Protection Law. The College will process personal data about you and your child in accordance with the General Data Protection Regulation, Data Protection Act 2018 (as each is amended or superseded), and other related legislation. We will process such personal data:

11.6.1 as set out in this Clause 11, and in the College's 'Privacy Notice' which is available on the College's website as may be amended from time to time;

11.6.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and

11.6.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the College's purposes.

## 12. INTELLECTUAL PROPERTY RIGHTS

12.1 Recognising these rights. We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

## 13. ENDING THE CONTRACT

13.1 Our rights to end the contract. In addition to the College's right to terminate under Clause 7, the College may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

13.1.1 you do not make a payment to us when it is due and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;

13.1.2 you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the College to your child (such as misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in the United Kingdom when in fact you/your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);

13.1.3 you fail or refuse to complete and submit to the College a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;

13.1.4 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, as required under Clause 4.13;

13.1.5 you (or either of you):

- (a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
- (b) are otherwise unable to pay your debts as they fall due;
- (c) are the subject of a bankruptcy petition or order; or
- (d) you enter into an individual voluntary arrangement; or

13.1.6 you otherwise do not comply with (i.e., you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Principal's reasonable discretion, the College is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

13.2 Your rights to end the contract. You may end this contract at any time by notice in writing to the College if:

13.2.1 you have a legal right to end the contract because of something we have done wrong; or

13.2.2 the College becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

13.3 When this contract will end if not terminated early. For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling (at the end of year 13).

13.4 Ending the contract will not affect any accrued rights. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and we will keep any rights we have under general law.



## 14. EVENTS OUTSIDE OF OUR, OR YOUR, CONTROL

14.1 What we mean by an "event outside of our/your control". We mean any event beyond either your or our reasonable control including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 14 we shall refer to these as an "event".

14.2 What happens if we are affected by an event outside of our control. If an event beyond our control arises which prevents or delays the College's performance of any of its obligations under this contract, the College shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the College has acted reasonably and prudently to prevent and/or minimise the effect of the event and subject to Clause 14.3, the College will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the College shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).

14.3 Circumstances in which we may refund fees to you. If the College is wholly unable to perform its obligations under this contract for a continuous period of more than fourteen (14) consecutive days, you shall not be required to pay the fees for the period of the term affected, prorated proportionately.

14.4 What happens if your child is affected by an event outside of your control. Subject to Clause 4.15, if your child is unable to attend (or is likely not to be able to attend) the College due to reasons caused by an event you shall give the College notice in writing of such circumstances and the following provisions shall apply:

14.4.1 in consultation and cooperation with the College you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

14.4.2 in circumstances where, following the efforts made and steps taken under 14.2 above, your child is not able to participate and benefit from any level of provision of education by the College then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, prorated accordingly) during the continuance of the event; and

14.4.3 if the event continues to prevent your child from attending the College or being able to participate and benefit from any level of provision of education by the College for more than six (6) months you shall discuss with the College a solution by which this contract may be performed and, following such discussions, you shall be entitled to cancel the contract on written notice to the College and without giving a term's notice or paying a term's fees in lieu of notice.

## 15. COMMUNICATIONS BETWEEN YOU AND THE COLLEGE

15.1 Notices must be in writing. When this contract requires you or the College to give notice of something to the other then, unless we agree otherwise, this should be done in writing.

15.2 We will use the contact details held by the College to contact you. Communications (including notices) will be sent by the College to you at the address(es) shown in our records, or using your other contact details included in our records. **You must notify the College of any change of address(es) or other contact details.**

15.3 How to provide written notice to the College. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Principal and either:

15.3.1 sent by email to the College using this email address: [admissions@padworth.com](mailto:admissions@padworth.com)

15.3.2 delivered by hand to the College;

15.3.3 sent to the College by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or

15.3.4 otherwise sent to the College's address by first or second class post.



**In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 5.1, 5.2 or 5.4 of these terms and conditions you telephone the College to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 5 working days (during a College holiday period) after sending the notice.**

## **16. THE LAW THAT APPLIES TO THIS CONTRACT AND WHERE LEGAL PROCEEDINGS MAY BE BROUGHT**

16.1 The law that applies to this contract. The contract between you and the College is governed by English Law and either you or the College must bring legal proceedings in respect of this contract in the English courts.

16.2 Rights in relation to the enforcement of this contract. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. And, if we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

## **17. CHANGES TO THESE TERMS & CONDITIONS**

17.1 Reserving the right to change these terms and conditions. We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the College. The College will send you notice of any such modifications prior to the end of the penultimate term before the modifications are to take effect.