



## Parental Contract

January 2025

### 1. Terminology

- 1.1 Admitted:** The Student is Admitted to the College when the Parent or Student Payer accepts the offer of a place.
- 1.2 Cancel or Cancellation:** means the cancellation of a place at the College which has been accepted by the Parents or the Student Payer after the Student is Admitted to the College and before Entry to the College.
- 1.3 Entry:** occurs on the first day the Student attends the College.
- 1.4 Fees:** means alone or in combination any of the Registration Fee, the Deposit, tuition fees, boarding fees, fees for extra tuition or any other extras or other items ordered by the Parents, Student Payer or the Student or charges arising in respect of educational visits or damage where the Student alone or with others has caused wilful loss or damage to College property or the property of any other person (fair wear and tear excluded), or bank charges arising from default in Fees payment or late payment charges if incurred.
- 1.5 Notice:** has the meaning set out in clause 7.1.
- 1.6 Principal:** means the Principal of the College who is responsible for the day-to-day running of the College.
- 1.7 Parental Responsibility:** means those who have legal responsibility for the Student if s/he is aged under 18 years. These individuals are entitled to receive relevant information concerning the Student whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the Student. If the Student is aged under 18 years, all those with Parental Responsibility must agree to the Student being Admitted to the College before the Parents sign the Acceptance Form.
- 1.8 Parents or You:** means any person who has signed the Acceptance Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and conditions.
- 1.9 Student:** means the person named as the Student on the Acceptance Form. The age of the Student will be calculated in accordance with British custom.
- 1.10 Student Payer or You:** means the Student if aged 18 or over and who has signed the Acceptance Form accepting responsibility for payment of Fees and for fulfilling his/her obligations under these Terms and conditions.
- 1.11 College or We or Us:** means David Game College Limited trading as David Game College, as now or in the future constituted (and any successor).
- 1.12 Governance Board:** means the advisors to the College who are appointed from time to time and who are responsible for the strategic direction of the College and holding the Executive to account.
- 1.13 Term:** means the period between and including the first and last days of the relevant College term.
- 1.14 Term's Written Notice:** has the meaning set out in clause 7.2.

**1.15 Withdraw or Withdrawal:** means the withdrawal of the Student from the College by the Parents or the Student Payer with or without Notice at any time after Entry to the College. See clause 1.3 for details of when Entry to the College occurs.

## 2. Acceptance and deposit

**2.1 Legal Contract:** A legally binding contract is formed on these Terms and conditions together with:

- 2.1.1 the letter of offer;
- 2.1.2 the Conditions of Award, if applicable;
- 2.1.3 the Acceptance Form; and
- 2.1.4 the College's fees list.

**2.2 Offer of a place and Deposit:** A deposit (**Deposit**) as shown on the fees list is payable when the Parents or the Student Payer (as applicable) complete the Acceptance Form issued by the College. The Deposit will be retained by the College until after the Student leaves and will be repaid without interest to the Parents or Student Payer unless stated otherwise in these Terms and conditions.

**2.3 Immigration:** The College currently holds a Student sponsor licence. The Parents must inform the Head of Admissions / Registrar when returning a completed registration form or at any other time if their child requires sponsorship from the College in order to obtain a visa to study at the College. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this College and the Parents shall permit the College to take and retain copies of all documentation required to be kept by the College in order to comply with its duties as a Student sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents. The Parents shall immediately inform the College of any intended or actual change in the Student's accommodation arrangements during their period of sponsorship. Please also see clause 7.5.

## 3. Fees

**3.1 Payment of Fees:** As applicable the Student Payer alone or Parents jointly and severally agree to pay the Fees directly to the College. Except where a separate agreement has been made between the Parents or the Student Payer and the College for the deferment of payment of Fees, Fees for the entire course are due and payable as cleared funds before the commencement of the academic year to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. Where the College agrees to allow the Fees to be paid in two instalments, the first instalment is due before the first day of the Term commencing in September and the second before the first day of the Term commencing in January in the academic year to which the Fees relate. The College reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.

**3.2 Payment of Fees by a third party:** An agreement with a third party (including an agent whether or not they are the agent of the College or the Parents or the Student Payer) to pay the Fees or any other sum due to the College does not release the Parents or the Student Payer 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.

**3.3 Indemnity:** If the College is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents or the Student Payer, the Parents or the Student Payer shall indemnify the College against all losses, expenses (including legal expenses) and interest suffered or incurred by the College.

**3.4 Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction, Fees will not be refunded, reduced or waived if:

3.4.1 the Student is absent through illness; or

3.4.2 a Term is shortened or a vacation extended; or

3.4.3 the Student is released home or required to leave the United Kingdom before or after public examinations or otherwise before the normal end of a Term; or

3.4.4 the College is temporarily closed due to adverse weather conditions; or

3.4.5 for any reason other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship.

See also Section 8 for information about events beyond the control of the parties.

**3.5 Exclusion for non-payment:** The College may exclude the Student by providing written notice if at any time Fees are overdue for payment or if the Parents or Student Payer fail to provide information reasonably requested by the College about the identity of the payer of any Fees or the source of the funds. If the Student is excluded for a period of 28 days, he / she will be deemed withdrawn without Notice and the Deposit will be retained by the College and any other sums owed to the College will be payable by the Parents or the Student Payer. The College may withhold any information, character references or property while Fees remain overdue where it is lawful to do so.

**3.6 Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the College, 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 0.4 % per month over the base rate of the Bank of England accruing on a daily basis. The Parents shall also be liable to pay all costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the College in the recovery of any unpaid Fees regardless of the value of the College's claim.

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

**3.8 Fee increases:** Fees are reviewed annually and are subject to increase from time to time.

**3.9 Information about fees:** The Parents or the Student Payer acknowledge that the College may make enquiries of the Student's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents or the Student Payer also acknowledge that the College may inform any other school or educational establishment to which the Student is to be transferred if any Fees of this College are unpaid.

**3.10 Identity of Fees payer:** From time to time, the College may need to obtain satisfactory evidence of the identity of a person who is paying Fees, such as sight of a passport.

## 4. Educational matters

**4.1 Provision of education:** The College 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 law in the particular circumstances. The College will exercise reasonable care and skill in providing educational services for the Student but cannot guarantee that the Student will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.

**4.2 Organisation of the curriculum:** The right is reserved to the Principal to organise the College and the curriculum in the most appropriate manner to meet the requirements of the whole College

community. This may be by online or other forms of remote learning. The curriculum includes teaching which actively promotes the fundamental British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. We will endeavour to inform the Parents or Student Payer of changes and the reasons for them as soon as practicable. If the Parents or Student Payer have specific requirements or concerns about any aspect of the Student's education or progress they should contact the Student's tutor, or other appropriate member of staff, as soon as possible, or contact the Principal in the case of a serious concern.

**4.3 Progress reports:** The College shall monitor the Student's progress and shall report to the Parents or Student Payer by means of grades, full written reports and parents' meetings.

**4.4 Sex education:** The Student will receive health and life skills education including relationships and / or sex education appropriate to his / her age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Student (if under 18 years) to take part in part or all of the sex education aspect of the curriculum. The Student cannot be withdrawn from relationships education.

**4.5 Public examinations:** Students will have to maintain satisfactory minimum standards of attendance and achievement in order to be entered for examinations as an internal candidate. If these are not met, the Principal may, after consultation with the Parents and the Student, decline to enter the Student's name for a public examination. The Principal will act reasonably and fairly in exercising such discretion. If the Principals declines to enter the Student's name for a public examination, the Student may still be entered for the public examination as a private candidate.

**4.6 Examination services:** The Principal may, after consultation with the Parents and the if appropriate the Student, decline to apply for access arrangements or post-examination services if, in his /her professional judgement it is considered not to be in the best interests of the Student or the examination cohort to do so.

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

**4.8 Learning difficulties and screening for learning difficulties:** The College shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The College staff are not, however, qualified to make a diagnosis of conditions such as those commonly referred to as dyslexia or of other learning difficulties. The screening tests available to schools are indicative only: they are not infallible. If an assessment by the College reveals that the Student may have a learning difficulty the Parents will be notified and advised that a formal assessment of the Student is required. It shall be the Parents' responsibility to arrange and pay for a formal assessment. The Parents or Student Payer agree to cooperate fully with any investigation of the Student's educational needs and refusal to do so may be regarded as unreasonable behaviour.

**4.9 Information about learning difficulties:** The Parents or Student Payer shall notify the Principal when completing the College's Application Form and subsequently in writing if at any time they are aware or suspect that the Student has a learning difficulty and the Parents or Student Payer must provide the College with copies of all written reports and other relevant information. The Student's place will be cancelled, or, once the Student has started, the Student Payer or the Parents will be asked to withdraw the Student, without further charge if in the professional judgement of the Principal and after consultation with the Parents or Student Payer, the College is unable to provide adequately for the Student's special educational needs. The College reserves the right to charge for the provision of additional teaching where it is lawful to do so.

**4.10 Moving through the College:** The Parents accept that after Entry the Student is expected to progress through the College and complete his or her course. Progression will be subject to the Student satisfying the academic requirements at the time and the requirements for good behaviour and discipline, which are explained in the College's Behaviour Management, Rewards, Sanctions and Exclusion Policy.

**4.11 Consent for educational visits:** A variety of educational visits will be provided for the Student and the Parents or the Student Payer will be provided with relevant information in advance of educational visits. Unless the Parents or Student Payer specifically notify the College in writing that they do not wish the Student to take part in a specific educational visit, by signing the acceptance form or agreeing to be bound by these Terms and conditions the Parents or the Student Payer consent to the Student taking part in all educational visits.

**4.12 The cost of educational visits:** The College will advise the Parents or the Student Payer in advance of any additional costs associated with an educational visit. The cost of such a visit will be payable in advance and may be subject to a separate agreement. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Student's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The College reserves the right to prevent the Student from taking part in an educational visit while overdue Fees remain unpaid.

## 5. Pastoral care

**5.1 The College's commitment:** We will do all that is reasonable to safeguard and promote the Student's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Student's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the College community and the rights and freedoms of others. The Parents or the Student Payer agree that the Principal has the right to require the Student to remain away from the College temporarily at the home of his / her Parents or education guardian:

- 5.1.1 pending the outcome of an investigation (please see also 6.5 clause below); or
- 5.1.2 if the Principal considers that the Student's presence at the College presents a risk to him / her or to any other student.

**5.2 Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the College where the Parents or the Student Payer seek action by Us must be notified to the College as soon as practicable. Parents or Student Payer will remain courteous and respectful at all times in their dealings with the College regardless of any complaint. A copy of the College's complaints procedure is available on the College's website. Every reasonable complaint shall receive fair and proper consideration and a timely response.

**5.3 Student's rights:** The Student, if of sufficient maturity and understanding, has certain legal rights that the College must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with his / her parents. If a conflict of interest arises between the Parents and the 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 Parents.

**5.4 Principal's authority:** The Parents or the Student Payer 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.

**5.5 Education Guardians:** If the Student is aged under 18 years and the Parents are resident outside the United Kingdom they must before Entry appoint an education guardian for the Student 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 authorities when necessary. The College accepts no responsibility for the Student when he / she is in the care of the Parents or the education guardian. The Parents or the education guardian must make holiday arrangements, including travel to and from the College, in advance. The Parents are responsible in each case for making suitable arrangements to appoint an education guardian. The Parents shall immediately on appointment provide the College with up to date contact details for the appointed education guardian and shall immediately notify the College of any changes to those details. The Parents shall upon request provide such further information to the College as it reasonably requires to satisfy itself that the proposed appointment and or arrangements are suitable. Failure to provide such information upon request may constitute unreasonable behaviour. See clause 6.12.2.

**5.6 Responsible person:** The Student Payer or the Parents of the Student if he/ she is aged 18 or over and the Parents reside overseas must provide the College with the contact details of a responsible person in the United Kingdom aged 21 or over who can act on the Student's behalf if he/ she is unable to do so. The responsibility for choosing an appropriate responsible person rests solely with the Parents or the Student Payer who shall immediately notify the College of any change in contact details for the responsible person.

**5.7 Physical contact:** The Parents or the Student Payer consent to such physical contact with the Student:

5.7.1 as may accord with good practice; or

5.7.2 as may be appropriate and proper for teaching and instruction; or

5.7.3 for providing comfort to the Student in distress; or

5.7.4 to maintain safety and good order; or

5.7.5 in connection with the Student's health and welfare.

The Parents or the Student Payer also consent to the Student participating in contact and non-contact sports and other activities as part of the normal College programme or extra-curricular programme. The Parents or the Student Payer acknowledge that while the College will provide appropriate supervision, the risk of injury cannot be eliminated.

**5.8 Disclosures:** The Parents or the Student Payer must, as soon as possible, disclose to the College in confidence:

5.8.1 any known medical condition, health problem or allergy affecting the Student;

5.8.2 any history of a learning difficulty on the part of the Student or any member of his / her immediate family;

5.8.3 any disability, special educational need or any behavioural, emotional difficulty and / or social difficulty on the part of the Student;

5.8.4 any family circumstances or court order which might affect the Student's welfare or happiness;

5.8.5 any concerns about the Student's safety;

5.8.6 any significant adverse change in the financial circumstances of the Parents or the Student Payer;

5.8.7 Any known current safeguarding / child protection issues; and

5.8.8 if it is intended that the Student, if the Student is aged under 18 years, is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more, except when the Student is boarding at the College.

**5.9 Confidentiality:** The Parents authorise the Principal to override their own and (so far as they are entitled to do so) the Student's rights to confidentiality if the Student is aged under 18 years, and to impart confidential information on a need to know basis where necessary to safeguard or promote the 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, members of staff may need to be informed of any particular vulnerability the Student may have.

The College reserves the right to monitor the Student's use of:

5.9.1 email;

5.9.2 the internet; and

5.9.3 mobile electronic devices.

See also the College's policy on the acceptable use of IT and email on the College website.

- 5.10 Special precautions:** The Principal needs to be aware of any matters that are relevant to the Student's safety and security. Accordingly the Parents must notify the Principal 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. The Principal may exclude the Parents from College premises if, acting in a proper manner, he / she considers such exclusion to be in the best interests of the Student or any other member of the College community.
- 5.11 Leaving College premises:** The College will do all that is reasonable to ensure that the Student remains in the care of the College during College hours but does not accept responsibility for the Student if he / she leaves College premises in breach of College rules. The College is not legally entitled to prevent a Student aged 16 years or over from leaving College premises during College hours.
- 5.12 Residence during Term time:** The Student, except when boarding, is required during Term time and at weekends, exeats (permitted periods of time away from College) and half term, to live with the Parents or a legal guardian or with an education guardian acceptable to the College. Short-term boarding, charged as an extra, can be provided during Term time for the Student where accommodation arrangements have broken down. The Parents must immediately notify the Principal in writing if the Student will be residing during Term time under the care of someone other than the Parents or his / her education guardian.
- 5.13 Medical information:** The Parents or the Student Payer agree that the College shall have the right to disclose medical information about the Student if it is considered to be in best interest of the health and welfare of the Student or other members of the College community. Such information will be given and received on a confidential, "need to know" basis.
- 5.14 Emergency medical treatment:** The Parents authorise the Principal to consent on their behalf to the Student, whether or not s/he is aged under 18 years, receiving emergency medical treatment if after reasonable endeavours the College cannot contact either of them. The Student Payer authorises the Principal to consent on behalf of him/herself to emergency medical treatment if after reasonable endeavours the Parents or a second emergency contact cannot be contacted.
- 5.15 Communications from the Parents:** Communications or instructions from one of the Parents or any person with legal responsibility for the Student shall be deemed by the College to be received from both Parents unless there is clear evidence of a contrary view. This requirement does not apply to the giving of notice for the Cancellation of the place or the Withdrawal of the Student from the College. Those persons who are required to consent to or to give notice of Cancellation or Withdrawal are set out in clause 7.1.
- 5.16 Absence of the Parents:** The Parents must inform the Principal in writing of the name, address and telephone number for 24 hour contact for the adult who will have the care of the Student at any time when both the Parents will be absent from the Student's home overnight or for a 24 hour period or longer.
- 5.17 Photographs or images (including video recordings):** The College may obtain and use photographs or images (including video recordings) of the Student for:
- 5.13.1 use in the College's promotional material such as the prospectus, the website or social media;
  - 5.13.2 press and media purposes;
  - 5.13.3 educational purposes as part of the curriculum or extra-curricular activities.
- Please see the College's student privacy notice for more information about how the College uses photographs and videos of students. The College may seek specific consent from the Parents and/or the Student before using a photograph or video recording where the College considers that the use is more privacy intrusive.
- 5.18 Request for confidentiality:** The Parents or the Student Payer may ask Us to keep information about the Student confidential. For example, You may ask Us to not use photographs of the Student in promotional material or ask Us to keep the fact that the Student is on the College roll confidential. If

the Parents or the Student Payer would like information about the Student to be kept confidential they must immediately contact the Principal in writing, requesting an acknowledgment of their letter.

**5.19 Student's personal property:** The Student is responsible for the security and safe use of all his / her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to him / her by the College.

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

**5.21 Transport:** The Parents or Student Payer 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 a vehicle of that type.

**5.22 College's 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 the Parents or the Student Payer or for loss or damage to property.

## 6. Behaviour and discipline

**6.1 College regime:** The Parents or Student Payer accept that the College will be run in accordance with the authorities delegated by the Governance Board to the Principal. 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 the Student is at issue. The Parents and or Student Payer accept that the College's policies, procedures and regime may be subject to change at short notice, if in the opinion of the Principals it is deemed appropriate to do so in the circumstances prevailing at the time.

**6.2 Conduct and attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents or Student Payer warrant that the Student will take a full part in the activities of the College, will attend each College day, will be punctual, will work hard, will be well-behaved and will comply with the College rules about the wearing of uniform and general appearance.

**6.3 College rules:** The College rules which apply are set out in the Student/ Parent Handbook, the College website and other documents published from time to time. The Parents are requested to read these documents carefully with the Student before they accept the offer of a place.

**6.4 College behaviour and discipline:** The Parents or the Student Payer 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 the Student, whether or not aged under 18 years, and the College community as a whole. The College's Behaviour Management, Rewards, Sanctions and Exclusion Policy which is current at the time and published on the College website applies to all Students at the College and at all times when they when the Student is in or at College, (including when engaged in online or remote learning), representing the College travelling to and from College, on College trips or otherwise associated with the College any time. The policies shall also apply at all times where failing to apply this policy may affect the health, safety or well-being of a member of the College community or a member of the public, have repercussions for the orderly running of the College or bring the College into disrepute.

**6.5 Investigative action:** An allegation, complaint or rumour of misconduct will be investigated. The Student may be questioned and his / her accommodation or belongings may be searched in appropriate circumstances. The Parents will be informed that the Student may face formal disciplinary action, unless the College is prevented from doing so. If considered necessary, the College may make arrangements for legal representation for the Student to be funded at the Parents' or Student Payer's expense as applicable. If under the College's disciplinary policy a disciplinary meeting with the Principal is required before a decision is taken, the College will make reasonable efforts to notify the Parents or

education guardian (if applicable) so that they can attend. In the absence of the Parents or education guardian, the Student will be assisted by an adult (usually a teacher) of his / her choice.

**6.6 Divulging information:** Except as required by law, the College and its staff shall not be required to divulge to the Parents, Student Payer 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.

**6.7 Drugs and alcohol:** The Student may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of College rules or policy. A sample or test in these circumstances will not form part of the Student's permanent medical record.

**6.8 Suspension:** The Student may be suspended from the College for a limited number of days due to a specific breach of the College Rules. College sanctions and suspensions are explained in the Behaviour Management, Rewards, Sanctions and Exclusion Policy available online.

**6.9 Gating:** means that the Student is confined to the College premises for a limited period of time (usually during a weekend) but without further disciplinary consequences.

**6.10 Rustication:** means the release of the Student to his / her home or to an education guardian for a specified period of time (usually a weekend) but without further disciplinary consequences.

**6.11 Permanent Exclusion:** The Student may be permanently excluded from the College if it is proved on the balance of probabilities that the Student has committed a very grave breach of discipline or a serious criminal offence. Permanent Exclusion is reserved for the most serious breaches of discipline or behaviour. The Principal shall act with procedural fairness in all such cases.

**6.12 Required Removal:** The Parents may be required to remove the Student permanently from the College or from boarding or the Student Payer may be removed permanently from the College or from boarding if, after consultation, the Principal considers that the:

6.12.1 the Student has committed a breach or breaches of College rules or discipline for which Required Removal is the appropriate sanction; or

6.12.1 by reason of the Student's conduct, behaviour or progress the Student is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the College; or

6.12.2 one or both of the Parents or the Student Payer have behaved unreasonably, including but not limited to if they have treated the College or members of its staff or any member of the College community unreasonably; then

in these circumstances, and at the sole discretion of the Principal, Withdrawal of the Student by the Parents or Student Payer may be permitted as an alternative to Removal being required. The Principal shall act with procedural fairness and in accordance with the College's policy in dealing with such cases. A decision by the Principal to require the Removal of the Student shall be subject to a Review by the Governance Board if requested by the Parents or the Student Payer. The Parents or Student Payer will be given a copy of the Review procedure current at the time. The Student shall be suspended from the College pending the outcome of the Review. A Withdrawal under this clause is not subject to a Review by the Governance Board. See clause 6.13 and 6.14.

**6.13 Review by Governance Board:** The Principal's decision to permanently exclude or require the Removal of the Student from the College or from boarding shall be subject to a Review by the Governance Board, if requested by the Parents or the Student Payer. The right to require a Review by the Governance Board will not apply to a decision to suspend the Student unless the suspension is for 11 College days or more, or would prevent the Student taking a public examination. The Parents or the Student Payer will be given a copy of the Review procedure current at the time. The Student shall be suspended from the College pending the outcome of the Review.

**6.14 Pupil's status pending Review:** If the Parents or Student Payer request a Governors' Review, the Student will be suspended from College until the review procedure has been completed. While suspended, the Student shall remain away from College and will have no right to enter College premises during that time without written permission from the Principal.

**6.15 Fees after Permanent Exclusion or Required Removal:** The College shall not waive or refund any Fees paid by the Parents or the Student Payer following a Permanent Exclusion or Required Removal. On Permanent Exclusion, the Deposit shall be retained by the College. Following a Required Removal the Deposit shall be refunded without interest less any sums owing to the College.

**6.16 Leaving status:** The College reserves the right to record the leaving status of the Student on the Student's file immediately after Expulsion or Required Removal or Withdrawal.

## 7. Notice and termination

**7.1 Notice:** means (unless the contrary is stated in these Terms and conditions), a Term's Written Notice given by all who have signed the Acceptance Form before the first day of the Student's final full Term. Where the Acceptance Form is signed by both Parents and Notice is given by one of the Parents, the prior written consent must be given by the other and in either case the prior written consent of any other person with Parental Responsibility for the Student where appropriate. It is expected that the Parents or the Student Payer (as applicable) will consult with the Principal before they give Notice.

**7.2 A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term.

**7.3 Fees in lieu of Notice:** Where the Parents or the Student Payer have not given a Term's Written Notice of Withdrawal or the Student has been excluded for more than 28 days for non-payment of Fees set out in clause 3.5, the College will retain the Deposit and, if not already paid, all Fees due will be payable. Fees in Lieu of Notice is not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. The Parents acknowledge that the requirement to pay Fees in lieu of Notice is necessary to promote financial stability at the College and to enable it to plan its staffing and other resources. See also clause 7.5 below.

**7.4 Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either Parent or the Student Payer as applicable meeting face to face with a member of the College staff between offer and acceptance the Parents or the Student Payer have the right to cancel this agreement at any time within 14 days of the day after We receive Your completed and signed acceptance form. In such circumstances the Deposit, will be refunded together with any Fees paid pro-rated if the College has provided any educational services under this agreement. Information about the right to cancel and how to cancel is set out in the College's cancellation notice and form published on the College website.

**7.5 Termination by the Parents or the Student Payer:** Except when the Student is to leave at the end of his or her course or clause 7.7 below applies, if the Parents or the Student Payer wish to Withdraw the Student or Cancel and terminate this contract at any time or after the expiry of the 14 day cancellation period described in clause 7.4 above if applicable they shall do so either by:

7.5.1 providing at least one Term's Written Notice. If the Parents Cancel by providing at least one Term's Written Notice the College will limit the Parents' or Student Payer's liability to the Deposit held; or

7.5.2 the Deposit will be retained by the College and, if not already paid, all Fees due will be payable.

**7.6 Other Notice requirements:** The requirements in 7.5 shall also apply if:

7.6.1 the Parents or the Student Payer wish for the Student to transfer from boarding to day status or vice versa, or between categories of boarding; or

7.6.2 following the GCSE year, the Student will not return for the following year even if he / she has achieved the required grades.

**7.7 Cancelling a place offered in the Term before Entry:** Except for where clause 7.4 applies if the offer of a place is made within a Term of Entry, the Parents may Cancel and terminate this contract by notifying the College in writing at any time before Entry but the College shall retain the Deposit and the balance of Fees, if not already paid, will be payable as a debt.

**7.8 Transfer between boarding and day status:** Before providing the Notice required under clause 7.6.1, the Parents must obtain the express permission of the Principal in writing if the Parents or the Student Payer wishes to change from boarding to day status or vice versa, or between categories of boarding (e.g. full boarding to weekly boarding). At the discretion of the Principal, the College has the right to postpone or refuse a transfer request and the Principal will consider the best interests of the Student and the College in reaching the decision. Any such place is subject to the availability of places.

**7.9 Termination by the College:** The College may terminate this agreement:

7.9.1 on one Term's notice in writing. The College will not terminate this agreement without good cause and full consultation with the Student Payer or the Parents and the Student as applicable. The Deposit will be refunded without interest less any outstanding balance of Fees; or

7.9.1 on reasonable notice if in the professional opinion of the Principal the College is unable to provide all or a significant proportion of the educational services to the Student; or

7.9.2 immediately where the Student does not have the appropriate immigration permission to live in the United Kingdom and to study at the College or, in the case of a Student who holds a Student visa on the basis of sponsorship by the College, where Parents have arranged accommodation for the Student which does not meet the requirements of the Student Immigration Rules; or

7.9.3 immediately where after seven days from the College requesting that they do so Parents have not made arrangements which the College considers are suitable with an education guardian or accommodation provider.

**7.10 Private lessons:** The Student or the Parents must give a minimum of one week's notice to the College to cancel a private lesson or the full cost of the private lesson will be payable.

## 8. Events beyond the control of the parties

**8.1 Force majeure:** An event beyond the reasonable control of the College or the Parents is a **Force Majeure Event** and shall include such events as: an act of God, fire, flood, drought, earthquake or other natural disaster ; war, riot, civil unrest, act of terrorism, strikes, industrial disputes; an outbreak of epidemic or pandemic of disease; failure of utility service or transportation, provided always that the inability of either party to pay any amount required under this agreement shall not be a Force Majeure Event.

**8.2 Notification:** If either the College or the Parents or the Student Payer as applicable is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party (the **Affected Party**) shall as soon as reasonably practicable notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

**8.3 Continued force majeure:** the Affected Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If a Force Majeure Event continues for a period greater than 90 days from the date of notification, the Affected Party shall notify the other of the steps to be taken to ensure performance of its contractual obligations.

**8.4 Termination:** If the Force Majeure Event continues for a total period greater than 120 days from the date of the notification, the party in receipt of notification under clause 8.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

## 9. General contractual matters

**9.1 Changes to these terms and conditions:** The College may change these terms and conditions from time to time to reflect changes in the law or in custom and practice at the College. The Parents or the

Student Payer will be provided with a copy of any revised terms and condition before any changes take effect.

**9.2 Changes to the College:** The College, as any other, is likely to undergo a number of changes during the period of this agreement. Wherever possible, the College will endeavour to consult with the Parents or the Student Payer and to provide as much notice as possible of a change to the College which it considers will have a significant impact on the Student's education or welfare. In addition, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the College.

**9.3 Consumer rights:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe consumer rights laws 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. Nothing in these Terms and conditions affects the Parents' or the Student Payer's statutory rights.

**9.4 Consultation:** It is not practicable to consult with the Parents and the Student over every change that may take place. Whenever practicable, the College will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice in writing of a change of ethos or culture; or a 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 of the College where such changes are not temporary.

**9.5 Data protection:** The College has a parent privacy notice and a student privacy notice(s) which explain how the College will use the Parent's and the Student's personal data. These privacy notices are provided with the letter of offer. The privacy notices are also published on the College's website. The Parents must read these privacy notices in full before signing the acceptance form. The Parents must show the Student a copy of the student privacy notice and discuss it with him / her before accepting the offer of a place.

**9.6 Information for the Parents or the Student Payer:** We provide parents of prospective students and prospective students who contract direct with Us with information about the College and the educational services we provide in good faith. This information may be contained in the College's prospectus / website / promotional literature or in statements made by staff or students during a visit or an open day. If the Parents or the Student Payer take account of the information provided to them when deciding whether to enter into this agreement they should seek specific confirmation from the Principal that the information is accurate before returning a completed acceptance form to the College.

**9.7 Third party rights:** Only the College and the Parents or the Student Payer as applicable are parties to this contract. The Student if not also the Student Payer nor any third party (including an agent of either party) is a party to this contract and shall not have any rights to enforce any term of it.

**9.8 Interpretation:** These terms and conditions supersede any 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.

**9.9 Severability:** If any provision or part-provision of this contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this contract.

**9.10 Jurisdiction:** This contract was made at the College and it, together with each matter relating to the provision of educational services by the College is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

**Proprietor: David Game College Limited, trading as David Game College Registered in England: Company Number 03149730**

**Registered Office: 843 Finchley Road, London, NW11 8NA**