

# Parent Contract - Terms and Conditions

## 1. DEFINITIONS

(a) In these terms and conditions

**"Child"** or **"Pupil"** means a natural person admitted by the School to be educated as a pupil and includes any pupil aged 18 or over;

**"The Complaints Procedure"** is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School. Parents will be given notice of such amendments;

**"Deposit"** means the sum set out in the Schedule of Fees as amended from time to time. Parents will be given notice of such amendments;

**"Fees"** means the fees set out in the Schedule of Fees as amended from time to time. Parents will be given notice of such amendments;

**"Governors"** means the Directors of King William's College for the time being;

**"King William's College"** means the senior part of the School which operates primarily from the King William's College site;

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

**"Registration Form"** means the form provided by the School for parents to complete when accepting a place for their child at the School;

**"School Rules"** means the rules of the School, as those rules may be amended from time to time. Parents will be given notice of such amendments;

**"Terms and conditions"** means these terms and conditions as amended from time to time. Parents will be given notice of such amendments;

**"We"** or the **"School"** means King William's College, registered charity number 615, a company incorporated in the Isle of Man under number 52022C, which trades as King William's College and The Buchan School;

**"You"** or the **"Parents"** means each person who has signed the Registration Form as parent, stepparent or guardian of a child or a person who, with the School's written consent, replaces a person who has signed the Registration Form.

(b) The Registration Form, the Schedule of Fees, the School Rules, the Complaints Procedure and these terms and conditions, as any or all of these may be amended from time to time, together form the terms of the contract between you and the School and constitute the entire

agreement between the parties. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

## 2. REGISTRATION AND DEPOSIT

(a) On receiving the Registration Form and current school report an interview will be arranged. The formal offer of a place, if applicable, will follow. A place will then be secured on receipt of the deposit.

(b) The deposit is not refundable if your child does not take up a place on the Summer Term Boarding Experience.

## 3. FEES

(a) All the costs incurred, including the provision of any necessary educational materials, shall be met by the fee unless otherwise notified by the School.

(b) Each person who has signed the Acceptance Form is liable for the whole of the fee due. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fee unless the School has agreed in writing to look exclusively to any other person for payment of the fee.

(c) The Fee is payable in full six weeks in advance prior to the start of the course.

(d) We reserve the right to refuse to allow your child to attend the School while the fee remains unpaid.

## 4. SCHOOL RULES

(a) It is a condition of continuing attendance at the Summer Term Boarding Experience that your child complies with the School Rules. In particular you undertake to ensure that your child attends punctually and conforms to such rules of appearance, dress and behaviour as shall be issued by the School.

(b) The School reserves the right to undertake drugs testing of pupils in accordance with its drugs policy as set out in the School Rules.

(c) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use whilst on School premises for the purpose of ensuring compliance with the School Rules.

## 5. DISCIPLINARY PROCEDURES

(a) The Principal has absolute discretion to require you to remove or to suspend your child from the Summer Term Boarding Experience if it is considered that your child's attendance or behaviour (including behaviour outside school) is unsatisfactory and in the reasonable opinion of

the Principal the removal is in the School's best interests or those of your child or other children.

(b) The Principal has absolute discretion to require you to remove or to suspend your child if the behaviour of you or any/either of you is, in the opinion of the Principal, unreasonable and affects or is likely to affect adversely the child's or other children's progress at the Summer Term Boarding Experience or the well-being of School's staff, is likely to bring the School into disrepute or where relations between you and the School have broken down.

(c) Should the Principal exercise any of the discretions under sub-clause 6(a) or 6(b) above you will not be entitled to any refund.

(d) The examples set out in the School Rules of behaviour likely to result in suspension or expulsion are not exhaustive, nor do they limit the discretion of the Principal in relation to such matters. In particular, the Principal may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour.

(e) If you do consider that the Principal or the School has not acted in a way which is fair in all the circumstances when taking decisions under this Clause 6, your right to seek a review of the decision is governed by the Complaints Procedure.

## 6. THE SCHOOL'S OBLIGATION

(a) In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, to participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

(b) If your child requires urgent medical attention while under the Summer Term Boarding Experience's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you agree that we are authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.

(c) The School is a Christian Foundation and compulsory religious observance at the Summer Term Boarding Experience is conducted in accordance with the School Rules.

## 7. THE PARENTS' OBLIGATIONS

(a) It is a condition of your child's joining the Summer Term Boarding Experience that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School without delay of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or

short-term, including any infections. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the Summer Term Boarding Experience until such time as the health risk has been averted.

(b) You undertake to inform the Summer Term Boarding Experience of any situations where special arrangements may be needed in relation to your child.

(c) The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons.

(d) We cannot accept any responsibility for the welfare of your child while off the School premises unless he/she is taking part in a Summer Term Boarding Experience activity or otherwise under the supervision of a member of the School staff.

## 8. INSURANCE

You must make your own insurance arrangements if you require cover for your child's person or property while at Summer Term Boarding Experience. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fee.

## 9. CONFIDENTIALITY AND REFERENCES

(a) You consent to our supplying information and a reference in respect of your child to any educational institution (including a further education institution) which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for the course and character is fair. However, we do not accept any liability for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.

(b) You consent to us making use of information relating to your child whilst he or she is at the Summer Term Boarding Experience and after he or she has left for the purposes of managing relationships between the School and current pupils, providing references and communicating with the body of former pupils.

## 10. PHOTOGRAPHY OF PUPILS

The School reserves the right to use group photographs of its Summer Term Boarding Experience pupils from time to time in marketing publications and on its website.

## 11. INTELLECTUAL PROPERTY RIGHTS

We shall recognise any intellectual property rights vested in your child.

## 12. CHANGES IN OWNERSHIP ETC

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

## 13. TERMINATION

(a) The School shall be entitled to terminate this agreement forthwith by notice in writing to you and without prejudice to its other remedies and without any obligation to return any deposit or fee paid to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied (including non-payment of fee or charges or material default under these terms and conditions).

(b) The School may terminate this agreement forthwith by notice in writing to you and without prejudice to its other remedies if you, or any of you become unable to pay your debts or is declared bankrupt; you may terminate this agreement forthwith by notice in writing to us if the School becomes insolvent or goes into liquidation or receivership or is wound-up for any reason.

## 14. FORCE MAJEURE

(a) In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

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

(c) If the School is prevented from performance of its obligations for a continuous period greater than four

months, the School shall notify you of the steps it shall take to ensure performance of the agreement.

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

## 15. COMMUNICATIONS

All notices required to be given under these terms and conditions must be given in writing, which for the avoidance of doubt includes email unless otherwise stated. You undertake to notify the Summer Term Boarding Experience of any change of address of any person who has signed the Acceptance Form. Communications (including notices) will be sent by the School to the address shown in its records, and/or, where appropriate, by email. Notices that you are required to give under these terms and conditions must be addressed to the Head of Boarding, Mr Edmund Jeffers, and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting. Notices sent by email will be deemed to arrive immediately they are despatched.

## 16. DATA PROTECTION

King William's College requires to process personal data in relation to you and your child for the purposes of administration and education. This personal data is processed in accordance with the requirements of current data protection legislation. Please see our policies for further details.

## 17. INTERPRETATION

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

## 18. JURISDICTION AND GOVERNING LAW

The Proper Law of this contract between you and the School shall be that of the Isle of Man and the parties shall submit to the jurisdiction of the Manx courts.

## 19. VARIATIONS

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 Summer Term Boarding Experience. The Summer Term Boarding Experience will send you notice of any such modifications.