

# QUEEN ETHELBURGA'S COLLEGIATE

## TERMS AND CONDITIONS

### 1 About us

We are Queen Ethelburga's College Limited, a company registered in England and Wales with company number 02573843. Our registered office is at Thorpe Underwood Hall, Thorpe Underwood, Ouseburn, York, YO26 9SZ. Our contact details are given below.

### 2 Meaning of words and phrases

In these Terms and Conditions:

<b>Collegiate</b>	comprises Queen Ethelburga's College, The Faculty of Queen Ethelburga's, Kings Magna School, Chapter House Preparatory School and Queen's Kindergarten, all of which are independent fee-paying day and boarding schools operated by Collegiate Entities.
<b>Collegiate Entities</b>	means Queen Ethelburga's College Limited, Faculty of Queen Ethelburga's Limited, KM School Limited, Chapter House Preparatory School Limited and Queen Ethelburga's Services Limited
<b>Fees</b>	includes tuition fees, boarding fees, fees for extra tuition, examination fees, enrolment costs for qualifications and fees for other extras.
<b>International Deposit</b>	means the sum specified as such in the Offer Letter.
<b>Parents or you</b>	means the person or persons who have enrolled the Student to receive education at the Collegiate and whose names are stated on the Application for Registration and Enrolment Form.
<b>Principal</b>	means the person who is from time to time appointed as the Principal of the Collegiate, or to whom any of the duties of that position are delegated
<b>Registration Fee</b>	the sum specified as such in the Offer Letter.
<b>Student</b>	means the student you have enrolled to receive education at the Collegiate and whose name is stated on the Application for Registration and Enrolment Form.
<b>UK Domestic Student</b>	means a Student who:

- (i) is a British or Irish national who has lived in the UK, Ireland, the Isle of Man or the Channel Islands for three full years immediately before being admitted to the Collegiate;
- (ii) has Indefinite Leave to Remain, Indefinite Leave to Enter or Right of Abode and has lived in the UK, Ireland, the Isle of Man or the Channel Islands for three full years immediately before being admitted to the Collegiate;
- (iii) is a child of a British National who has lived in a British Overseas territory for three full years immediately before being admitted to the Collegiate and whose family meets the eligibility requirements for a British National (Overseas) visa;
- (iv) has been granted refugee status in the UK or who has humanitarian protection in the UK; or
- (v) has a parent or legal guardian who holds a British passport confirming that they were born in the UK and that they have British citizenship and who is employed abroad.

**International Student** means a Student who is not a UK Domestic Student.

### **3 Our contract with you**

This document sets out the terms and conditions on which the Collegiate will provide educational services to the Student. It forms part of our legally binding contract with you. We enter into this contract with you on our own behalf and also as agent for each of the Collegiate Entities.

The other documents which make up our contract with you are:

- the Offer Letter
- the Application for Registration and Enrolment Form
- the Fee Schedule, and
- (if applicable) any scholarship or bursary award letter issued to you
- (if applicable) any agreement to accept the payment of Fees in instalments
- (if applicable) any agreement to accept the payment of Fees from a third party; and
- (if applicable) the Guardian Sign Up Form

The contract comes into effect when you return the Application for Registration and Enrolment Form to us and pay us the Registration Fee (and, where the Student is an International Student, you also pay us the International Deposit).

The circumstances in which you or we may end the contract (by removing the Student from the Collegiate) are set out below. Certain parts of these Terms and Conditions will continue to remain in force even once the Student has left the Collegiate.

### **4 Admission**

An offer of a place for the Student at the Collegiate is accepted by you submitting the

Application for Registration and Enrolment Form to us and paying to us the Registration fee and, where the Student is an International Student, also paying to us the International Deposit.

Other than in the circumstances described in section 5 – Cancellation we shall refund neither the Registration Fee nor the International Deposit if the Student for any reason fails to take up their place at the Collegiate.

If you wish to withdraw your acceptance of a place after you have submitted the Application for Admission and Enrolment Form and paid the Registration Fee and (where applicable) the International Deposit but before the Student has joined the Collegiate, you must notify us in writing immediately.

Other than in the circumstances described in section 5 – Cancellation if we receive your notification of withdrawal before the first day of the term immediately preceding the term in which the Student is due to join the Collegiate then any International Deposit paid will be forfeited but no further Fees will be payable.

Other than in the circumstances described in section 5 – Cancellation if we receive your notification of withdrawal on or after that date, or if you do not notify us at all, then we shall make a charge in the sum equivalent to one Term's Fees which shall be payable immediately as a debt.

## **5 Cancellation**

If both the offer and acceptance of a place for the Student at the Collegiate are made entirely at distance and without either Parent meeting face to face with a representative of the Collegiate, you may cancel this agreement at any time within 14 days of the date on which you send us the Application for Admission and Enrolment Form and pay us the registration fee (and International Deposit, if applicable). We will then refund the Registration fee (and the International Deposit, if applicable) along with any Fees you have paid, less a pro rata deduction to reflect any services we have provided to the Student.

## **6 Our duties and responsibilities**

We will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality that is suitable for each Student. We will provide education to at least the standard required by law.

Although we will exercise reasonable care and skill in providing educational services, we do not guarantee that the Student will achieve any particular standard of education or any particular results in public examinations.

We may make changes to our curricula or to the ways in which we deliver education or provide boarding accommodation if we think it necessary or desirable to do so. We may do so to appropriately manage our resources, to comply with changes in law or government guidance or to react to circumstances outside our control. The decision of the Principal shall be final in such matters.

We will enter the Student for public examinations in all circumstances where we are satisfied that it is in the best interests of the Student to do so. We may decline to enter the Student for any examination for which we consider the Student has failed to undertake sufficient preparation. The decision of the Principal shall be final in such matters.

We will monitor the Student's educational progress and provide regular reports to you. We shall

advise you if we have any concerns, but we do not undertake to diagnose learning difficulties or conditions such as dyslexia.

We shall provide information to you about the progress and character of the Student and, where relevant, about examinations, further education and career prospects.

We will exercise reasonable skill and care in safeguarding the Student and in promoting their welfare. We will provide pastoral care to at least the standard required by law.

During any period when the Student boards at the Collegiate, we will provide living accommodation and facilities at least the standard required by law.

## **7 Fees**

Our current Fees are set out in the Fee Schedule. Our Fees are revised annually and the Fee Schedule is updated accordingly.

All payments of Fees must be made in pounds sterling (GBP).

We are not responsible for any bank charges you may incur when paying our invoices.

Independent school fees are exempt from VAT, so we currently do not charge VAT on our Fees and the Fees shown in the Fee Schedule do not include VAT. If that exemption is removed, we will charge VAT on our Fees. VAT will then be payable in addition to our Fees at the same time as our Fees are due for payment. The amount of VAT will be clearly stated on our invoices.

Except where we have agreed in writing a different arrangement for the payment of Fees, our Fees are payable termly. You must pay all Fees by the date we specify they are due for payment.

We may at our discretion agree to accept payment of Fees for UK Domestic Students by monthly or other regular direct debit instalments. Any such agreement will be in writing and will specify the dates on which the instalments must be paid. If any instalment remains unpaid 30 days after the date specified for payment, the agreement to accept instalments will cease automatically and the full amount of Fees to which the agreement relates shall be payable immediately as a debt. We may also take one or more of the steps set out in section 10 - If you do not pay our Fees by the date we specify for payment.

We may also at our discretion agree to accept a lump sum advance payment of Fees. Any such agreement will be in writing. If the Student leaves the Collegiate before the end of the period for which an advance payment of Fees is made, we will refund the part of the advance payment which relates to the period after the Student's departure. We will deduct from the refund any Fees in lieu of notice which fall due in accordance with section 21 – Notice required from you along with any other amounts which you owe to the Collegiate.

We shall allocate payments made to the earliest balance owing on your account.

If you are responsible for paying Fees in respect of more than one Student, any payment of Fees you make in respect of one Student may also be used to discharge unpaid Fees relating to the other Student(s) for whose Fees you are responsible.

Other than where we are legally obliged to do so or where this document makes clear that we will do so, we will not refund or reduce Fees if:

- an event beyond our reasonable control (including acts of God, war, terrorism, industrial

disputes (including disputes involving our employees), fire, adverse weather, pandemics, epidemics or disruption resulting from pandemics or epidemics and national emergencies) forces the Collegiate to close temporarily or to temporarily reduce the scope of its activities;

- the Student is unwilling or unable to attend the Collegiate or participate fully in Collegiate activities because of illness or incapacity;
- you withdraw the Student from the Collegiate for any reason;
- we require the Student to leave the Collegiate because of a medical condition or learning disability which was known to you but not disclosed to us or which manifests itself while the Student is being educated at the Collegiate;
- we require the Student to leave the Collegiate because of a risk to the safety and security of the Student or any other person; or
- we remove, suspend or exclude the Student in accordance with these Terms and Conditions.

## **8 Payment of Fees by a third party**

We may, but we are not in any way obliged, to receive payment of Fees from a third party. If we do agree to receive payment of Fees from a third party, you will be liable to pay those Fees to us if the third party fails to pay them as and when they fall due.

If we do agree to receive payment of Fees from a third party, you will nevertheless continue to be bound by these Terms and Conditions and you must continue to comply with them in all relevant respects.

## **9 Scholarships and bursaries**

If you are awarded a scholarship or bursary, you must ensure that the Student complies with all the obligations and requirements set out in the relevant scholarship or bursary award letter. If you fail to do so, we reserve the right to revoke the scholarship or bursary and to charge the full Fees for the period for which the scholarship or bursary was awarded.

## **10 If you do not pay our Fees by the date we specify for payment**

If you do not pay our Fees by the date we specify for payment, we shall have the right to:

- apply a late payment administration charge in the amount stated in the Fee Schedule;
- charge daily interest at 2% over the Bank of England's base rate on any Fees which remain unpaid;
- revoke any scholarship or bursary awarded to you;
- refuse to enter (or, if already entered, withdraw) the Student from public examinations;
- restrict the Student's participation in extra-curricular activities; or
- refuse to admit the Student to the Collegiate or, as appropriate, exclude the Student from the Collegiate on giving you no less than one week's written notice.

You agree to pay all costs, fees, disbursements and charges including legal fees and costs which we reasonably incur in connection with the recovery of any unpaid Fees.

## **11 Your duty to cooperate with us and to support the Student**

You must encourage the Student in their studies and provide appropriate support at home.

You must maintain a courteous, professional and constructive relationship with all Collegiate staff, and must assist the Collegiate where it is reasonably necessary to expect you to do so.

You must attend all meetings to which we invite you and respond promptly to all communications we send you.

If the Student does not board at the Collegiate, you must ensure that they

- attend the Collegiate during each day of Term (except where prevented from doing so by genuine illness or incapacity);
- work diligently and complete all homework assignments;
- comply with all applicable Collegiate rules, policies, standards and expectations;
- attend and participate in Collegiate functions and extracurricular activities, courses or functions (which may occur outside normal teaching hours).

## **12 Communications from Parents**

If there are two Parents then unless you tell us otherwise, we shall be entitled to assume that any communication or instruction we receive from one Parent in relation to the Student has been issued with the knowledge and consent of the other Parent.

## **13 Medical issues**

You must tell us immediately if the Student has or develops any

- disability;
- other physical or mental condition, or;
- behavioural, emotional difficulty or social difficulty; or
- learning difficulty

which may affect their ability to participate to live and/or study at the Collegiate or to take part in classroom learning, games, sports, trips, excursions or other activities. You must also tell us immediately if the Student has been in contact with anyone with an infectious or contagious disease.

If you are asked you questions about these matters, you must answer them fully and accurately and you must, to the best of your ability, provide us with any additional information (including medical or professional reports, assessments and correspondence) that we request.

We shall not be obliged to accept the Student at the Collegiate if in our opinion we do not have the expertise, experience or facilities to properly meet their needs. In these circumstances we shall have the right to withdraw our offer of a place at the Collegiate.

You agree that we may administer both prescription medication (where it has been prescribed by a competent person) and non-prescription medication to the Student.

You agree that we may arrange any emergency treatment or first aid required by the Student while they are in our care. Although we will make reasonable attempts to contact you (or to contact such other person named for this purpose), in emergency situations we may not be able to do so and so you agree that we may arrange and consent to such treatment without making such contact.

Should the Student be injured or become unwell, we may decide that no medical treatment is

required, or that only general first aid is required. In each case you acknowledge that we are entitled to exercise our reasonable discretion regarding the need for further medical treatment and that, provided that we have acted reasonably in all the circumstances, you will not hold us liable for any decision not to administer or authorise further medical treatment.

#### **14 Court orders, legal proceedings and matters of risk**

You must tell us immediately about any court orders or legal proceedings involving or relating to the Student, anything that places the Student at risk or which means that the Student might pose a risk to others, anything which might require us to take special safety precautions and anything else which relates to or impacts upon the Student's safety and security.

#### **15 Absence**

You must notify us immediately if the Student is or is to be absent from the Collegiate for any reason. Wherever possible, you should obtain our prior consent to any period of absence.

#### **16 Physical contact**

You agree that our staff may have physical contact with the Student where it is necessary, proper and appropriate:

- to maintain safety, in accordance with our protocol for the use of restraint and force on Collegiate premises;
- with the consent of the Student;
- for teaching and instruction;
- to relieve distress; or
- for the Student's health or wellbeing.

You also consent to the Student participating in contact and non-contact sports and other activities, both as part of the Collegiate's curriculum and during extracurricular activities.

#### **17 Damage**

You agree to be responsible for the cost of repairing or replacing any of our property which is damaged or destroyed by the Student.

#### **18 Insurance**

It is your responsibility to ensure that the Student has adequate travel and medical insurance to cover the costs of any medical treatment that may be required while they are at the Collegiate. Your insurance should also cover any additional costs associated with accommodation, travel, transport and/or repatriation.

We will arrange appropriate travel and medical insurance to cover the Student's participation in any foreign trips in which they participate as part of their studies or extracurricular activities.

Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, we do not accept responsibility for any loss or damage to the Student's property. We advise that you insure the Student's property against such risks.

## **19 Visas and travel arrangements**

It is your responsibility to ensure that the Student has a valid passport and to arrange an appropriate visa, should these be needed for the Student to enter and/or study in the UK.

You are responsible for making and paying for all the Student's travel arrangements, including airport transfers. We may be able to assist with airport transfers, but at extra cost.

You must appoint an educational guardian in relation to the Student throughout any period during which you, or if there are two Parents, if both Parents, are resident outside the United Kingdom. Any educational guardian must satisfy the criteria set out in the Guardianship Sign Up Form and must be otherwise acceptable to us.

You must ensure that the educational guardian agrees to comply with all the duties and obligations set out in the Guardianship Sign Up Form and in particular agrees to make all necessary arrangements to transport the Student to and from the Collegiate, to be available within the UK to deal with any emergencies involving the Student and to take personal responsibility for the Student's living arrangements and welfare during holiday periods and during any other periods when the Student is unable or unwilling to board at the Collegiate.

You must ensure that we always have up to date contact details for any educational guardian you appoint, and you must tell us immediately about any changes.

## **20 Intellectual property**

Where the Student, in conjunction with any member of Collegiate staff, creates anything in respect of which any intellectual property exists, we reserve all our rights in that intellectual property.

## **21 Notice required from you**

You must give us at least a Term's Written Notice if for any reason you wish:

- to withdraw the Student (other than a Student at Queen's Kindergarten) from the Collegiate
- for the Student to cease boarding at the Collegiate and to continue at the Collegiate as a day student
- for an International Student to be reclassified as a UK Domestic Student
- to withdraw the Student from any tuition or activity for which a separate Fee is charged
- to discontinue the provision to the Student of any service, facility or amenity for which a separate Fee is charged

A Term's Written Notice means notice which is

- delivered personally to the Collegiate Office and marked for the attention of the Principal; sent by post to The Principal, Queen Ethelburga's Collegiate, Thorpe Underwood Hall, Thorpe Underwood, Ouseburn, York, YO26 9SZ or sent by email to [principal@qe.org](mailto:principal@qe.org);
- received by us before the first day of a Term; and
- expressed to expire at the end of that Term.

If you fail to give us at least a Term's Written Notice in any of these circumstances then we shall make a charge in the sum equivalent to one Term's Fees which shall be payable immediately as a debt.



You must give us Four Weeks' Written Notice of your intention to change the attendance pattern of a Student at Queen's Kindergarten or to withdraw a Student from Queen's Kindergarten.

Four Weeks' Written Notice means notice which is

- delivered personally to the Collegiate Office and marked for the attention of the Principal, sent by post to The Principal, Queen Ethelburga's Collegiate, Thorpe Underwood Hall, Thorpe Underwood, Ouseburn, York, YO26 9SZ or sent by email to [kindergarten@qe.org](mailto:kindergarten@qe.org); and
- expressed to expire no earlier than four weeks after the date on which it is received by the Collegiate.

If you fail to do so then we shall make a charge in the sum equivalent to four weeks' Fees at the rate applicable immediately before the change takes effect. This charge shall be payable immediately as a debt.

## **22 Removal, suspension and exclusion of the Student**

We may at any time and for any reason require the Student to leave the Collegiate on giving you one Term's notice.

We will require the Student to leave the Collegiate immediately if we ascertain that they do not have the appropriate immigration clearance to live and study in the United Kingdom.

We reserve the right to immediately suspend or permanently exclude the Student if:

- the Student commits a serious or (after warning) repeated breach of any applicable Collegiate rule, policy, standard or expectation;
- the Student is otherwise disruptive or behaves in a way that may be a danger to or upsetting to others;
- they arrive at the Collegiate with a condition, difficulty or learning disability which has not been disclosed to us, or if such a condition manifests itself whilst at the Collegiate, and in either case our opinion is that we do not have the expertise, experience or facilities to properly meet their needs;
- the Student is in our opinion not physically or mentally capable of living or being educated at the Collegiate;
- we have reasonable grounds to believe that they may be suffering from an infectious disease;
- the Student is in our opinion unwilling or unable to benefit sufficiently from the educational opportunities and experiences offered by the Collegiate;
- you are unreasonable or aggressive in your dealings with Collegiate staff, or
- the relationship between you and any member of Collegiate staff breaks down or becomes unduly unpleasant or difficult.

## **23 Data protection and privacy**

We will hold and use information about you and about the Student in accordance with our [Data Protection and Privacy Policy](#).

We use photographs and video footage for marketing purposes (on our website, in printed brochures, in other advertising and publicity materials and on our social media channels). These may include images of Students working in class, playing games, attending excursions and

engaging in social activities.

Please tell us below whether you consent to the Student's image being used in:

Electronic and printed materials which advertise and/or promote the products and services of the Collegiate and which are distributed and used externally (such as in newspaper advertisements)	YES	NO
Electronic materials which advertise and/or promote the products and services of the Collegiate and which are published on our website	YES	NO
Electronic materials which advertise and/or promote the products and services of the Collegiate and which are published on our social media channels	YES	NO

If you do not tell us explicitly that you consent, we will assume that you do not consent.

You may withdraw consent at any time by sending an email to [dpo@qe.org](mailto:dpo@qe.org). Even if you do withdraw consent, it may not be possible to change brochures and other printed material or material which we have sent to third parties (such as an advertisement we have sent to a newspaper or external website). It may also not be possible to remove the Student's image from online material straightaway.

Where the Student is sufficiently mature (usually when aged 12 years or older) we will seek the Student's consent in addition to or instead of your consent.

## **24 The limitations of our liability to you**

We shall be liable to you and/or to the Student only for loss or damage which is a foreseeable result of our failing to comply with these Terms and Conditions or to use reasonable care and skill. Otherwise, we shall not be liable to you or to the Student if the Student fails to achieve any particular standard of education or any particular results in public examinations.

We shall not be liable to you or to the Student for any failure to carry out, or for any delay in carrying out, any of our obligations where that delay or failure is caused by events beyond our reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving our employees), fire, adverse weather, pandemics, epidemics or disruption resulting from pandemics or epidemics, and national emergencies.

Except when travelling in a Collegiate vehicle, we shall not be responsible or liable for the Student while they are travelling to and from Collegiate premises.

We shall not be responsible or liable for the Student if they leave Collegiate premises in breach of Collegiate rules or policies.

We shall not be responsible or liable for the actions or omissions of any educational guardian.

Provided that we have taken adequate precautions in line with the current advice from the UK Government and have not otherwise been negligent, we will not be liable if the Student contracts any easily transmissible disease.

We do not accept any responsibility for belongings (including passports, tickets, cash and

valuables) which the Student brings to Collegiate premises.

We do not accept responsibility for any belongings which the Student leaves behind during holiday periods or when leaving the Collegiate. We shall not be responsible or liable if the Student loses or forgets their passport, flight tickets or any other items and any additional costs (including the cost of obtaining a replacement passport, air ticket or other documentation) incurred by us on behalf of the Student will be your responsibility.

Nothing in these Terms and Conditions excludes or limits in any way our liability to you or to the Student where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; fraud or fraudulent misrepresentation or breach of your legal rights.

## **25 General contractual terms**

The contract between us shall be enforceable only by you and by us. It shall not be enforceable by the Student or by any other third party.

You may not transfer, assign, charge or otherwise dispose of this contract, or any of your rights or obligations arising under it, without our prior written consent.

The contract is the entire agreement between you and us in relation to its subject matter.

Where there is more than one Parent, the Parents are jointly and severally responsible for complying with each one of their obligations under these terms and conditions.

We may from time to time amend these Terms and Conditions and the other documents which form the contract between us. If we do, we will let you know.

If any provision of the 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 shall be deemed deleted. Any modification to or deletion of a provision shall not affect the validity and enforceability of the rest of the contract.

If we fail to insist upon strict performance of any of your obligations, or if we fail to exercise any of the rights or remedies to which we are entitled, this will not be a waiver of such rights or remedies and will not relieve you from compliance with those obligations. A waiver by us of any breach by you will not constitute a waiver of any subsequent breach. No waiver by us of any of these Terms and Conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

All notices you give us in relation to this contract must be given in writing to Queen Ethelburga's Collegiate, Thorpe Underwood Hall, Thorpe Underwood, Ouseburn, York, YO26 9SZ or by email to [principal@qe.org](mailto:principal@qe.org).

We will give notices to you by letter or email at the addresses you provided on the Application for Registration and Enrolment Form. You must tell us immediately if those details change for any reason.

Notices will be deemed received and properly served 24 hours after an email is sent, three days after the date on which a letter is sent by pre-paid first class post or five days after the date on which a letter is sent by pre-paid airmail. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and

placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee and was delivered to the recipient.

These Terms and Conditions and our contract shall be governed by and interpreted in accordance with the law of England and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.