

Terms and Conditions (revised July 2023): In all terms hereafter:

(i) "Collegiate" shall include Queen Ethelburga's College/Faculty, Queen Ethelburga's Collegiate Ltd, Chapter House Preparatory School Ltd, King's Magna School, Faculty of Queen Ethelburga's Ltd, Queen Ethelburga's Services Ltd, Queens Kindergarten, The Collegiate Formation Ltd and all other associated companies, organisations or partnerships together with the Collegiate Board, Principal, Headteachers, staff and professional advisors thereof;

(ii) "Parent(s)" shall include natural, adoptive, step and foster parents, guardians together with any other person(s) be they individually or collectively responsible for the physical, emotional or financial wellbeing of the Pupil;

(iii) "Pupil" shall include all persons enrolled at the Collegiate such enrolment occurring upon receipt by the Collegiate Registrar of an Application for Registration & Enrolment signed by the Parent(s) - enrolment is subject to acceptance by the Collegiate of the Pupil's previous educational history and confirmation that all previous financial obligations were met.

iv) "International Pupil" as (iii) above and the Pupil's Parent(s) work or reside outside of the UK for in excess of 26 weeks a year or the Pupil is normally resident outside the UK or the Pupil or Parent(s) do not hold a British passport [excluding members of HM Forces, Foreign Office and Diplomatic staff] These terms and conditions may be varied by the Collegiate Board at their sole discretion or by the Parent(s) upon written request to and receipt of written confirmation from the Collegiate Board.

The Parent(s) accept that commencement or continuation of a Pupil at the Collegiate or settlement of an account in whole or in part is deemed acceptance of these terms and conditions. Where a Pupil's sibling (be they natural, half, step, adoptive, fostered, or the like) is enrolled at the Collegiate, the Collegiate reserves the right to apply any or all of these terms and conditions to one or all of the siblings as the Collegiate deems appropriate.

1) a) the Collegiate account must be settled in full by the Invoice Due Date; b) leaving accounts and all other monies owing must be settled in full no later than 7 days from the Invoice Date thereon.

2) Failure to settle the Collegiate account in full by the Invoice Due Date permits the Collegiate to: - a) disallow the Pupil's bursary/remission/award; b) disclose any or all information concerning the Pupil or the Parent(s) to a third party; c) not enter or withdraw the Pupil from any external examination; d) Parents shall indemnify the Collegiate against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred or sustained by the Collegiate in recovering sums due in each case without prejudice to any other rights or remedies available to the Collegiate. Any sum *tendered that is less than the sum due and owing may in any event be accepted by the Collegiate on account only*. e) execute a lien over all property belonging to the Parent(s) / Pupil or in the possession of the same whilst at the Collegiate; f) suspend the pupil from attending / boarding at Collegiate.

3) International Pupil(s) must provide an additional enrolment deposit of one term fees as set by the Collegiate Board. The Collegiate will repay this money on completion of the Pupil's education at the conclusion of Year 13 or on departure if earlier, provided that the pupil remained at the Collegiate for 3 full terms, (following deduction of any monies due and owing) subject to the Parent and the Pupil's strict compliance with these terms and conditions.

4) The Pupil must follow an Educational Pathway or a course of study and enter examinations as directed by the Headteacher. In the event of dispute between the Pupil or the Parent(s) and the Headteacher or Principal, the Headteacher's / Principal's decision is final.

5) The Pupil must: a) work diligently and conform to the standards required by the Collegiate; b) attend and participate in Collegiate functions and extra curricular activities, courses or functions (which may occur at evenings or weekends); c) attend Collegiate during the standard published term dates. Term time holidays are at the sole discretion of the Headteacher / Principal and are rarely approved.

6) The Parent(s) consent to the Pupil's participation in all Collegiate games, extra curricular sports and activities whether or not they occur upon Collegiate premises.

7) The Collegiate does not accept liability for:- a) any property, personal possessions, vehicles, cash, credit cards or the like owned or in the possession of the Pupil, the Parent(s) or any associated person; b) any accident, loss or damage (including sickness and disease) howsoever caused; c) consequential losses.

8) The Collegiate operates anti-drugs and smoking policies and reserves the right to test any Pupil at any time.

9) In sensitive matters pertaining to the disclosure of the Pupil's emotional, physical, psychological or moral welfare the Collegiate will, if appropriate, respect the Pupil's right to confidentiality.

10) The Collegiate will take all reasonable steps to ensure the emotional and physical health, safety, moral welfare and reasonable educational progress of the Pupil but will not be held legally, financially or consequently liable for:- a) the Pupil's unwillingness, failure or inability to study or achieve academic expectations or examination results whatsoever the cause; b) the Pupil's incorrect, inappropriate or illegal actions/behaviour or interaction/behaviour with other Pupils, anyone or anything else whether occurring on the Collegiate premises or not; c) the Collegiate's failure to react appropriately to the Pupil's medical, educational, psychological or emotional needs unless the same has been previously disclosed in writing to the Headteacher / Principal by the Parent (s) and thereafter receipt by the Parent(s) of an agreed designated plan of action from the Headteacher / Principal.

11) The Parent(s) must provide to the Headteacher / Principal one full terms' notice in writing, specifying the term to which the notice relates and receive a written acknowledgement therefrom to:- a) discontinue charges for additional tuition or facilities (i.e. music, activities, transport etc); b) withdraw the Pupil from the Collegiate for whatever reason (including the non-return of the Pupil following disciplinary sanction and / or a Pupil not progressing from Chapter House to King's Magna or from King's Magna to Queen Ethelburga's College/Faculty of Queen Ethelburga's, c) to change from boarding to day status. Failure to provide such notice entitles the Collegiate to make a charge of one terms' fees and/or charges in lieu thereof.

12) The Collegiate reserves the right, at any time and without prior notice or reason (if appropriate), to:- a) suspend, exclude, expel or remove the Pupil; b) change the basis (be it financial or otherwise) on which the Pupil commences or continues education; c) vary or cease the provision of educational or boarding practices, d) cease providing education and/or welfare where the Pupil fails to conform or adhere to the expected standards including (but not limited to) behaviour, moral welfare, dress/appearance, education, health, Collegiate rules, codes of practice or conduct regardless of whether the failure occurs during term time or upon the Collegiate premises.

13) The Collegiate may, without notice or liability and at its own discretion, introduce, vary, cease or withdraw any bursary/remission/award or the like, courses, facilities or educational or boarding practices, staff or the like or for any reason to vary or cease providing educational or related services as it deems necessary.

14) The Collegiate may withhold, disallow or cease any bursary/remission/award where:- (i) the Parent(s) and/or the Pupil act in breach of any of these terms and conditions; (ii) the Parent(s) and/or Pupil fail to adhere to any terms and conditions relating specifically to a bursary/remission/award, be they express or implied.

15) Parent(s) agree and accept a bursary/remission/award will not be granted where a Pupil's IQ is below 90; if any such bursary/remission/award is granted in error all assistance received is repayable to the Collegiate immediately.

16) The Collegiate does not accept any liability for loss, injury, damage, illness, death or legal liability, directly or indirectly, caused by, happening through, in consequence of or contributed to by war, invasion, act of foreign enemy or hostilities (whether war is declared or not), civil war, rebellion, revolution or insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority, riot, civil commotion, looting in connection with any of the above, strikes or lock outs, nuclear or radioactive escape, accident, explosion, waste or contamination, aircraft or other aerial devices, Influenza or any pandemic or derivation or variant thereof, arising from any fear or threat (whether actual or perceived) of such Influenza/Pandemic any action taken in controlling, preventing, suppressing or in any way relating to any outbreak of Influenza/Pandemic.

17) On occasion of an occurrence expressed in clause 16 above and/or any Authority or Government advice/recommendation/instruction suspending or closing the Collegiate, the Collegiate will not reduce/refund/waive fees or additional charges, except at the discretion of the Collegiate and in exceptional circumstances.

18) The Parents(s) agree and accept they must comply with the Collegiate's rules on quarantine of Pupil(s) and the disclosure of medical information.

19) The Collegiate does not accept any liability be it financially, consequentially or otherwise for any acts or omissions of the Pupil nor will it reduce/refund/waive fees or additional charges where the Pupil does not attend, participate in or otherwise make use of the service provided due to sickness, accident, loss, damage, suspension, exclusion, expulsion, withdrawal (be it temporary or permanent) or study leave.

20) The Collegiate will from time to time make use of CCTV, photographic, video images, sound or digital files or biometric data, of Pupils in; the running of the Collegiate, Collegiate publications, its website, marketing, advertising, films, video, DVD or electronic distribution system or the like. Please see the Collegiate's Privacy Policy (a copy of which is available via the Collegiate website www.ge.org by clicking on School Community and Privacy Policy at the bottom of the page).

21) The Collegiate will at all times comply with The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) or any other relevant data protection legislation from time to time in force and effect, when processing your personal information, including financial information relating to the Parents and/or fee payer, and sensitive personal information relating to the Parents and/or the Pupil, as the Collegiate may deem necessary, but always in line with the Collegiate's Privacy Policy (a copy of which is available via the Collegiate website www.ge.org by clicking on School Community and Privacy Policy at the bottom of the page) or as is permitted under any applicable law or regulation.

22) a) The Parent(s) agree to provide the Collegiate with their full support and cooperation in all matters relating to the Pupil, particularly to ensure the Pupil's adherence to these terms and conditions; b) if the Parent(s) or Pupil has cause for concern which is not resolved through liaison with the relevant member of staff, s/he should follow the process detailed in the Parental Complaints Policy which is available on request. This comprises Stage 1, informal resolution with the relevant Head of School; Stage 2, a formal complaint to the Principal; Stage 3, referral to a complaints panel.

23) The Collegiate reserves the rights and interest in any intellectual property rights (IPR) arising as a result of the actions of a Pupil in conjunction with any member of Collegiate staff and/or other Pupils for a purpose associated with the Collegiate. Any use of IPR by a Pupil is subject to the terms of a licence to be agreed prior to use by the Pupil or Parent(s).

24) The proper law of these terms and conditions shall be the law of England and the terms and conditions are subject to English Law and Practice and English Law of Jurisdiction.

25) A person who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not affect any right or remedy or a third party which exists or is available apart from that Act.

26) Bona fide errors and omissions shall not prejudice the rights of either party to this contract but shall be rectified as soon as possible.