



STANDARD TERMS AND CONDITIONS FOR THOSE WITH PARENTAL RESPONSIBILITY OF PUPILS AT THE LADIES' COLLEGE

1. **The College**

a) **The College** is The Ladies' College which includes the Senior School and Sixth Form and the Junior School incorporating The Ladies' College, Melrose (Preparatory & Pre-Preparatory) acting by the Governing Body as now or in the future constituted. It is assumed that a pupil will, subject to conduct and academic ability, progress through the College and complete the Upper Sixth year.

b) **The Principal** is the person appointed by the College to be responsible for the pupil and includes those to whom any of the duties of the Principal or the College have been responsibly delegated.

c) **The Parent/s** are those who have parental responsibility for the pupil and those referred to at clause 4 c) of these terms and conditions individually and jointly. Parents (and each of those with parental responsibility for a pupil) acknowledge and agree that, prior to and during the pupil's time at the College, the College is entitled to assume that you have consulted with each other so far as decisions regarding the pupil and accept that the College is entitled to treat any instruction, authority, request or prohibition received from one of you as having been given on behalf of all of you (save in the matter of withdrawal from College as described in clause 5 (e) and any communication from the College to one of you as having been given to both of you. Parents are expected to give their support and encouragement to the aims of the College and to uphold and promote its good name; to continue the pupil's education at home and to ensure that the pupil maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.

Communications (including notices) will be sent by the College to you at the address(es) shown in our records or using other contact details included in our records. Parents and those with parental responsibility must notify the College of any change of address(es) or other contact details.

d) **Our Aims**

To encourage each girl to grow in confidence, enjoy her talents to the full and value the qualities of others

To provide an environment in which girls grow up happily, develop wide interests and make lifelong friends

Within this, the College aims to strike the balance between academic work, physical education, emotional, moral and spiritual development and the pursuit of a wide range of non-academic activities. We are committed to high standards of teaching and care and we welcome parental contact. The College is an environment in which pupils are encouraged to participate in work and activities with enthusiasm and commitment and to behave with tolerance and understanding, respecting the needs of others.

e) **Changes at the College**

A successful college must initiate and respond to change. The offer of a place and its acceptance are given on the basis that, in the interests of the College as a whole, reasonable changes may be made from time to time to these standard terms and conditions, to the size and location of the College, to its premises and facilities, to the academic and non-academic curriculum, to the structure and composition of classes, to the way the College is run, to the regulations and disciplinary framework, to the length of the College terms and the College day and to any other aspect of

the College. Transition between year groups is usually very straightforward provided pupils have made the necessary progress; for example, passing end of year exams. Occasionally, the College reserves the right to place children in the same year group for two years to allow for consolidation and progress to be made. This will only be done after considerable discussion between the College and the parents of the child concerned. Fee levels will be reviewed each year and there will be reasonable increases from time to time. If the ownership or legal status of the College changes, the College's rights and obligations under these Terms and Conditions will be deemed assigned to the new entity. Parents would be consulted and/or given adequate notice of any significant proposals or change of policy likely to affect the school community as a whole.

- f) **The Standard Terms and Conditions**
We believe that these Terms and Conditions reflect the customs and practice of independent schools for many generations. The rules about change and about notice and fees in lieu of notice and the other rules set out below are provided in good faith. They promote the stability, forward-planning, proper resourcing and development of the College. Any waiver is effective only if given in writing by the Principal personally. The *Fees List* and the *College Rules and Regulations*, as varied from time to time, are part of these Terms and Conditions. Nothing in these Terms and Conditions affects the statutory rights of parents.

- g) **Definitions**
In these terms and conditions "Acceptance Form" means the form provided by the College for parents to complete when accepting a place for their child at the Sixth Form, Senior School, Melrose or the Pre-Preparatory department

2. Care and Good Discipline

- a) **Parents' Authority**
The parents authorise the Principal while *in loco parentis* or acting on behalf of a pupil, to take and/or authorise in good faith all decisions that safeguard and promote the pupil's welfare. Parents give consent to Category A visits (visits, journeys and environmental studies for which the element of risk is similar to that encountered in daily life) including regularly timetabled events

such as lessons at Beau Sejour, Footes Lane Astro turf and Memorial Field and to after school activities provided by the College. Parents give consent to such physical contact as may be lawful, appropriate and proper for teaching and for providing comfort to a pupil in distress or to maintain safety and good order or in connection with the pupil's health. (Corporal punishment is *not* used.) If it is necessary for the pupil's welfare and if parents cannot be contacted in time, the Principal may also consent on behalf of the parents to the pupil receiving emergency medical treatment including blood transfusions within the Channel Islands and the United Kingdom, general anaesthetic and operations at the Princess Elizabeth Hospital or under NHS or at a private hospital where certified by a person who is appropriately qualified.

- b) **Conduct and Attendance**
We attach importance to courtesy, integrity, manners and good discipline. The pupil is expected to take a full part in the activities of the College, to be punctual, to work hard, to be well behaved and to comply with the College Rules and Regulations (or equivalent at Melrose)

- c) **The Pupil's Health**
The Principal may at any time require a medical opinion or certificate as to the pupil's general health, where she/he has reason to query it. The age of the pupil will be calculated in accordance with Guernsey custom. Parents will be asked to complete a form of medical declaration concerning the pupil's health and must inform the College in writing if the pupil develops any known medical condition, health problem or allergy or will be unable to take part in games or sporting activities or has been in contact with infectious diseases.

- d) **Conduct of the College**
The Principal is responsible for the care and good discipline of pupils while they are in the charge of the College or its staff and for the day to day running of the College and the curriculum. The Principal is responsible also for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of College discipline, and removal or expulsion under clause 6 below. The Principal is not responsible, unless negligent, for a pupil who is absent from the College in breach of College discipline. It is a condition

of remaining at the College that parents and the pupil (including a pupil aged 16+ and 18+) accept the College regime and the Rules and Regulations as to appearance and dress and the rules of College discipline that apply from time to time.

e) **The College Rules and Regulations**

Each pupil at the Senior School and Sixth Form is supplied with a copy of the College Rules and Regulations giving information about the College. The purpose of the College Rules and Regulations is to help every pupil to know what is expected and to encourage courtesy and consideration for others. Each pupil and parent must read and comply with the College Rules and Regulations. Equivalent appropriate rules for the Pre-Preparatory Department and Melrose are contained within their individual Handbooks.

3. Admission and Entry to The Ladies' College

a) **Registration**

Pupils will be considered as candidates for admission and entry to the College when the Registration Form has been completed and returned to us and the non-returnable registration fee paid. Admission and entry will be subject to the availability of a place and the pupil satisfying the admission requirements at the time. Entry at age 11 is by assessment except where a pupil has completed at least 2 years at The Ladies' College, Melrose. At 16 pupils may enter the Sixth Form providing they have achieved a satisfactory performance at GCSE level. Pupils seeking admission to College at other ages will be required to complete an entrance assessment

b) **Entry Requirements for The Ladies' College, Melrose**

The Ladies' College, Melrose does not assess children academically for entry to the Pre-Preparatory Department. However, transfer from Pre-Preparatory to Reception is on the recommendation of the Pre-School Curriculum Co-ordinator in consultation with the Head Teacher of The Ladies' College, Melrose and parents. The child must show evidence that she has the ability to benefit from the academic education that The Ladies' College, Melrose offers, the intellectual potential to cope with the curriculum and the pace and standard of work. Candidates may be offered places subject to the child

receiving regular Learning Support for which a charge will normally be made. Concerns regarding transfer will be discussed with parents at the earliest opportunity.

Children who have not attended the Pre-Preparatory Department who wish to join The Ladies' College, Melrose during Reception, Year 1 or Year 2 are asked to spend ½ a day at The Ladies' College, Melrose with the appropriate age group. During this time the child will be assessed for Numeracy and Literacy and class teachers can observe their social skills. Pupils should bring work samples from their school from which a written report will be requested. Places will be offered to those pupils who demonstrate the necessary potential.

c) When registrations exceed available places, applications will be considered in the following order: -

i) Those coming from the Pre-Preparatory Department to Melrose and from Melrose to the Senior School.

ii) Those who have sisters already attending College.

iii) Those who have sisters with confirmed and accepted places in other year groups

iv) Those who are daughters of employees of the College

v) Those who are daughters of former students of the College.

vi) Chronological order of application to the school.

d) **Offer of a Place and Deposit/s**

If, in due course, a place is offered, the deposit/s will be payable when parents accept the offer. Where a deposit is required it will be repaid by means of credit without interest to the payment of fees for the first term. Until credited it will form part of the general funds of the College.

e) **Moving from Melrose to The Ladies' College**

A pupil who is moving from Melrose to the Senior School will be required to show an ability to cope with the next stage of College education.

- f) If parents/guardians indicate they wish to appeal against an admissions decision the Principal will invite them to write to the Chairman of Governors within seven days with full details of the grounds for appeal.

4. Fees and Extras

a) **Items Covered**

Fees cover the normal curriculum together with most books and stationery. Other items incurred by the College or the pupil (such as school lunches, learning support, costs of swimming lessons etc.) may be charged as *Extras*. The pupil is for these purposes agent of the parents. *Damage* done by a pupil, other than fair wear and tear, may be separately invoiced and must be paid as an Extra.

b) **Payment of Fees and Extras**

Payment is due by bank transfer or cheque in advance on the first day of each term. Any invoiced Extras will be due at the same time. A pupil may be excluded from the College at any time when Fees are unpaid and will be *deemed withdrawn* without notice 28 days after exclusion, at which time a term's Fees in lieu of notice will be payable to the School. The College is agent only in respect of any goods and services which are supplied by a third party via the College to pupils or their parents. Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a pupil is released home after public examinations or otherwise before the normal end of term; or for any other cause except in the sole discretion of the Principal.

c) **Responsibility for Payment**

Fees are the joint and several responsibility of each person who has signed the Acceptance Form or who has parental responsibility (not including carers) for the pupil or has paid any fees or has returned the pupil to the College or given instructions in relation to the pupil. The College may withhold any information or property while fees are unpaid.

d) **Payment of Fees by a Third Party**

An agreement with a third party to pay the fees or any other sum due to the College does not release parents from any liability under 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. All such payments received are accepted in good faith.

e) **Late Payment**

The right is reserved to make late payment charges composed of 5% above the Base Rate of the National Westminster Bank Plc per month on outstanding fees and charges after 30 days, from the first day of each term, and all administration and legal costs in relation to any sums that are unpaid by the due date. It is agreed that the amount of all late payment charges should reflect the commercial rates that would be applied by a financial institution in a case of unauthorised and unsecured borrowing. Such charges will be recoverable by action if necessary, in which case any costs of recovery will be added to the outstanding balance. In the event that College fees remain outstanding and the College is forced to seek legal advice/assistance in effecting the recovery of such fees, the total amount owed to the College will be increased by any costs of recovery of those fees outstanding. It is further agreed that any costs of recovery will be added to that outstanding balance where the debt is referred to the Channel Islands Debt Services ("CIDS") (or any similar organisation) whether or not the College is required to seek legal advice or assistance.

Cheques delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared. Any sum tendered that is less than the sum due and owing may in any event be accepted by the College on account only. The contents of clauses 4 and 5 of these Terms and Conditions are intended to protect those parents who pay fees on time and to safeguard the College against consequences of the defaults of others.

f) **Instalment Arrangements**

The Principal may, at her/his sole discretion, accept payment of fees by monthly Direct Debit or any other instalment arrangement for the payment of fees. In the event of a direct debit or any other payment being refused or returned, the College will immediately write to the parents requesting payment by cheque of the amount plus an administration charge and any other fees, bank charges, costs or expenses that might be incurred due to the Direct Debit or payment being refused or returned. This cheque must be received by the College within ten days of the date of the request for payment and if payment is not received within this period or not successfully processed through the banking system the College may cancel the instalment

arrangement and may immediately take action to collect all outstanding fees.

5. Events Requiring Notice in Writing

a) Definitions

Notice to be given by parents means (unless the contrary is stated in these Terms and Conditions) a term's written notice addressed to and actually received by the Principal. No other notice will suffice. Such correspondence will be acknowledged by the Principal.

Term means the period between and including the first and last days of each college term.

A full term's notice means notice given before the first day of term and expiring at the end of term.

Fees in lieu (of notice) means fees in full for the term of notice at the rate that would have applied had the pupil attended

b) Cancelling Acceptance

A term's fees (less deposit/s held) will be payable by the parents if, for any reason, they cancel their acceptance of a place less than a term before entry or the pupil does not join the College after a place has been accepted. Parents who withdraw giving a full term's notice before entry will not have to pay fees in lieu but the deposit will be retained by the College.

c) Withdrawal from the College

A full term's notice must be given before a pupil is withdrawn from the College or a full term's fees in lieu will be due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled. Notice of withdrawal from the College must be given by all those who hold parental responsibility for the child. (For children in the Pre-Preparatory department, a full term's notice is required for any reduction to confirmed and agreed sessions or a full term's fees in respect of the sessions to be dropped will be due and payable as a debt at the rate applicable on the date of invoice whether or not the place can be filled) The pupil's decision to withdraw from the College shall, for these purposes, be treated as a withdrawal by the parents. The *College year* is deemed to start on 1 September in each year. The main reason for these rules is to ensure that the College has sufficient notice with which

to plan fee levels, other resources and the curriculum.

d) Discontinuing Extras

Half a term's written notice is required to discontinue an Extra or half a term's fees for the Extra will be payable in lieu as a debt.

e) Notice by the College

The College may terminate or amend this agreement on one term's written notice and otherwise under clauses **6 a) and b)** below.

f) Variations

Notification of amendments to these terms and conditions may be mailed or posted on the College Website and will be deemed accepted if the child remains at College.

6. Removal and Expulsion of a Pupil

a) **Removal at the Request of the College**
Parents may be required, during or at the end of a term, to remove the pupil, without refund of fees, temporarily or permanently from the College if, after consultation with a parent, the Principal is of the opinion that the conduct or progress of the pupil has been unsatisfactory or if the pupil, in the judgement of the Principal, is unwilling or unable to profit from the educational opportunities offered (or a parent has treated the College or members of its staff unreasonably) and in any such case removal is considered to be warranted. In the event of removal from the College fees in lieu of notice will not be charged but all outstanding fees will be payable in full.

b) Expulsion

A pupil may be expelled at any time if the Principal is reasonably satisfied that the pupil's conduct (whether on or off college premises and whether in or out of term time) has been prejudicial to good order or college discipline or to the reputation of the College. The Principal will act fairly and in accordance with the procedures of natural justice save only as regards that the identity of certain persons may be withheld in accordance with 6(c) below, and will not expel a pupil other than in grave circumstances. There will be no refund of fees following expulsion (and all unpaid fees must be paid). Fees in lieu of notice will not be charged.

c) Discretion of Principal

The decision to exclude, suspend or require removal of or expel a pupil and the manner

and form of any announcement shall be in the sole discretion of the Principal. In no circumstances shall the College or its staff be required to divulge to parent/s or others any confidential information or the identities of pupils or others who have given information which has led to suspension, the requirement to remove or expulsion or which the Principal has acquired during an investigation.

d) **Review**

In the event of expulsion or of a pupil's removal being required, written application for a review of the decision may be made to the Board of Governors. Such an application must be received within 5 days of the expulsion or removal in accordance with the procedures under the Concerns and Complaints Policy which is published on the College website

e) **Access**

A pupil who has been withdrawn, excluded, suspended, removed or expelled from the College has no right to enter College premises without the written permission of the Principal.

7. Carers

a) Parents living outside Guernsey must advise the College of the name and address of the carer with whom the pupil resides during term time. The parents must ensure that the carer obtains all necessary permissions from the States Children Board or other relevant authority. Although the College may maintain a list of persons willing to act as carer, the College can offer no advice and accept no responsibility for advising where a pupil should reside.

b) Unless the College is advised otherwise, the College will assume that the carer has parental responsibility and is acting in loco parentis; that the carer is responsible for the pupil at all times when the pupil is not at college; and that the carer can come to the College, if necessary at short notice, when required by the Principal to do so.

c) In The Ladies' College, Melrose, parents should advise staff of the names of carers of their children who have the responsibility of these children, either during the day or at collection times.

8. General Conditions

a) **Special Precautions**

The Principal needs to be aware of any matters that are relevant to the pupil's security and safety. The Principal must therefore be notified in writing immediately of any court orders or situations of risk in relation to a pupil for whom any special safety precautions may be needed. A parent may be excluded from school premises if the Principal, acting in a proper manner, considers such exclusion to be in the best interests of the pupil or of the College.

b) **Leaving College Premises**

The College is unable to guarantee that pupils, in breach of College rules, will not leave the school premises during the College day. In the case of students aged 16 and over, the College is not legally entitled physically to restrict their movements.

c) **Residence During Term Time**

The Principal must be notified in writing immediately if a pupil will be residing other than with a person or carer who has parental responsibility.

d) **Absence of Parents**

When both parents will be absent from the pupil's home for a 24 hour period or longer, the College requires, in writing, the name, address and telephone number for 24 hour contact of the adult to whom parental responsibility has been delegated *in loco parentis*.

e) **Liability and Insurances**

The College does not, unless shown to be negligent, accept responsibility for accidental injury or damage to or loss of property. The College undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of parents including insurance of the pupil's personal property whilst at College or on the way to or from College or on any College sponsored activity away from the College. The College is not the agent of the parents for any purpose related to insurance.

f) **Pupils' Personal Property**

Pupils are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly marked with the owner's name. A pupil may not bring any item of equipment onto College premises which runs off mains

electricity without the prior permission of the Principal or Bursar or Premises Manager.

g) **Concerns/Complaints**

Parents who have cause for serious concern as to matters of safety, care or quality of education should refer to the Concerns and Complaints Policy which is published on the College website.

h) **Progress Reports**

The College monitors each pupil's progress and parents will receive formal reports throughout the year.

i) **Learning Support**

The College is able to offer support with literacy skills and/or study techniques to those pupils most in need, in order that they are able to access the full curriculum; this also includes pupils with English as a Foreign Language (EAL) as necessary. One-to-one Learning Support lessons are tailored to suit the individual pupil's specific needs, and will incur additional fees. In addition, a small, termly "basic fee" is charged for pupils on the College's Inclusion Register, which covers the increased administration costs for these pupils, particularly associated with providing evidence for any Special Access Arrangements for examinations (Senior School and Sixth Form only). If a pupil's progress is causing concern, a referral will be made to the Head of Learning Support, and if any further action is required, there will be a consultation with parents. A formal assessment by specialist staff, an educational psychologist or other external specialist can be arranged by the College. Following the assessment process, it may be decided that a programme of Learning Support is essential, and a pupil's ongoing place at College may be conditional upon this being taken up. In exceptional circumstances, some alteration to the pupil's timetable and/or subject options may be required in order to facilitate Learning Support (Senior School and Sixth Form only). If, in the opinion of the Principal, the College cannot provide adequately for a pupil's Special Educational Needs, parents will be asked to seek alternative educational provision for their child. Any removal in these circumstances will not leave parents liable to pay fees in lieu of notice.

j) **Confidentiality**

The College will take care to preserve the confidentiality of information concerning the pupil and parents. The parents, however,

consent on behalf of themselves and the pupil to the College (through the Principal, as the person responsible) obtaining, holding, and communicating on a 'need-to-know' basis, confidential information which, in the opinion of the Principal, is material to the safety and welfare of the pupil and others, including a pupil aged 16 and over. The parents consent also to the College communicating with any other school or College which the pupil attends or which a parent proposes the pupil should attend about any matter concerning the pupil or about payment of fees, whether or not the information passing is also held in machine-readable form.

k) **Data Protection**

The College will process personal data (including sensitive personal data) relating to the pupil or the parents in accordance with the Data Protection (Bailiwick of Guernsey) Law, 2001 as amended or superseded including from 25 May 2018 the General Data Protection Regulation and other related legislation. The College will process such personal data:

- i) as set out in this Clause and in the College's GDPR / Data Policy which is available on the College's website as may be amended from time to time
- ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- iii) to perform the College's obligations under this contract, and where otherwise reasonably necessary for the College's purposes.

The parents consent to the legitimate use of both their and the pupil's personal data as set out above and the parents consent to the transfer and disclosure of both their and the pupil's personal data to other jurisdictions where necessary.

l) **Examinations, Reports and References**

The College will enter a pupil's name for an examination if the Principal is satisfied that such is in the best interests of the pupil. Information supplied to parents and others concerning the progress and character of a pupil and about examination, further education and career prospects and any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the College. All references will be confidential. Where

parents are separated or divorced, reports and other information will be sent to the person with whom the pupil normally resides and to the other parent where the details have been made available to College, unless a court order specifies otherwise.

m) **Intellectual Property**

The College reserves all rights and interests in any intellectual property rights arising as a result of the actions of a pupil in conjunction with any member of staff of the College and/or other pupils at the College for a purpose associated with the College. Any use of any such intellectual property rights by a pupil is subject to the terms of a licence to be agreed prior to the use between the pupil, her parents and the College. The College will allow the pupil's role in creation/development of intellectual property to be acknowledged.

n) **Prospectus**

The Prospectus describes the broad principles on which the College is presently run and gives an indication of our history and ethos. The Parent Handbook (Parents' Information Booklet in the Junior School), which is updated annually, gives greater detail. Although believed correct at the time of printing, these publications are not part of any agreement between the parents and the College. Parents wishing to place specific reliance on a matter contained in either of them should seek written confirmation of that matter before agreeing to these Terms and Conditions.

o) **Consumer Protection**

Care has been taken to use plain language in these Terms and Conditions and to explain the reasons for any of the terms that may appear one-sided. If any word/s, alone or in combination, infringe any 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.

p) **Force Majeure** (i.e., circumstances beyond our control)

(a) In this contract "force majeure" shall mean any cause beyond a party's reasonable control (including, by way of example and for the avoidance of doubt, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of the States of Guernsey), 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 College's performance of any of its obligations under this contract, the College shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the College has acted reasonably and prudently to prevent and/or minimise the effect of the force majeure, the School will have no liability in respect of the non-performance of such of its obligations as are prevented or delayed during the continuance of the force majeure. To the extent reasonably practicable in the circumstances the School shall endeavour during the continuance of the force majeure to provide educational services (including by providing appropriate educational services remotely).

q) **Interpretation**

These Terms and Conditions supersede those in the prospectus and elsewhere and will be construed as a whole. Unless required to make sense of the immediate context, headings are for ease of reading only and are not otherwise part of the Terms and Conditions.

r) **Jurisdiction**

These Terms and Conditions are governed exclusively by Guernsey Law and any dispute arising out of them shall be subject to the Courts of Guernsey.