

## TERMS AND CONDITIONS

**What these terms cover.** These are the terms and conditions on which we provide educational services.

**Why you should read them.** Please read these terms carefully before you accept our offer of a place at the College for your child. These terms tell you who we are and how and on what basis the College will provide educational services.

In these terms you will see some parts written in bold or otherwise highlighted to stand out. This is to draw certain provisions to your specific attention because they are important to the good management and operation of the College and our provision of educational services.

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have something further explained to you, then please contact the Bursar on [bursar@ladiescollege.ac.gg](mailto:bursar@ladiescollege.ac.gg), or by telephone on 01481 721602, to discuss.

### 1. Definitions

1.1 Meanings of some words and phrases we use in these terms and conditions. In these terms and conditions some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and, when used in these terms and conditions, they shall have the meaning given to them here.

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

"**a term's notice**" means **written** notice given not later than the first day of the term before the term to which the notice relates. For example, a term's notice is required to withdraw your child from the College. So, if you wish to withdraw your child with effect from the start of the Michaelmas (or Autumn) term, a term's notice means you need to tell us in writing about the withdrawal, at the latest, on the first day of the Trinity (or Summer) term immediately before. This is because the Michaelmas term is the term to which the notice relates. As such, notice must be sent to the College to withdraw in respect of:

- the Michaelmas (Autumn) term – no later than the first day of the Trinity (Summer) term;
- the Lent (Spring) term – no later than the first day of the Michaelmas term;
- the Trinity term – no later than the first day of the Lent term;

"**child**" means a child of whatever age admitted by the College to be educated, and includes any student aged 18 or over;

"**College**" means the legal entity carrying on as the College as identified in Clause 1.2 below;

"**College Policies**" means each policy of the College (or different parts of that policy), which may be amended from time to time, including each policy that is available in the Information section of the College website, and from the College at any time upon request;

"**College Rules**" means the body of rules, codes of conduct and expectations of the College which set out our regulations and expectations concerning conduct and behaviour, as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the College. A copy of the rules, codes of conduct and expectations for the different parts of the College is set out in the relevant Handbook, and each Handbook is available on the College website and from the College at any time upon request and, for the avoidance of doubt, except for those items which are deemed to form part of the College Rules, the Handbooks and the College Policies (and the procedures contained in them) do not form part of the contract;

"**College website**" means the website found at: <https://www.ladiescollege.com>

"**contract**" has the meaning given in Clause 1.3 below;

"**deposit**" means the amount set out and referred to as the deposit in the Acceptance Form and that is separately set out in the Schedule of Fees on the College website;

"**fees**" means the termly fees set out in the Schedule of Fees;

"**fees in lieu of notice**" means a sum equivalent to the fees and/or supplemental charges you would have paid had the requisite period of notice been given;

"**Governing Body**" the board of Governors of the College from time to time, constituted in accordance with applicable law;

"**Handbook**" means the relevant handbook for each part of the College, which gives greater detail than the Prospectus and is updated annually, namely the Parent Handbook for the Pre-Preparatory Department, the Parent Handbook for the Preparatory and Junior Department, the Senior School Handbook and the Sixth Form Handbook;

"**learning support**" is described in clause 2.7;

"**Melrose**" or "**The Ladies' College, Melrose**" means the Preparatory Department and the Junior Department and may include (unless referred to separately) the Pre-Preparatory Department, or any one of those departments, as the case may be;

"**parental responsibility**" has the meaning in the Children (Guernsey and Alderney) Law, 2008;

"**parents**" or "**you**" means each person who has signed the Acceptance Form as a holder of parental responsibility for the relevant child;

"**Principal**" means the person appointed by the Governing Body of the College to be responsible for (or to share in the responsibility for) the day-to-day running of the College, including anyone to whom such duties have been delegated;

"**Prospectus**" means the separate prospectus prepared, from time to time, for each part of the College, which describes the broad principles on which that part of the College is presently run and gives an indication of our history and ethos;

"**pupil**" in this and other College documents typically means a child in either the Pre-Preparatory Department, the Preparatory Department or the Junior Department of the College;

"**Registration Form**" means a form to register a child with the College, together with payment of the non-refundable registration fee, details of which are on the College website or available from the College's Registrar at [registrar@ladiescollege.ac.gg](mailto:registrar@ladiescollege.ac.gg);

"**Schedule of Fees**" means the published note of the College's prevailing fees notified to you from time to time, and a copy of which is available on the College website and from the College at any time upon request;

"**student**" in this and other College documents typically means a child in the Senior School or in the Sixth Form of the College;

"**term**" means a term of the College as published on the College website and as notified to parents from time to time;

"**terms and conditions**" means these terms and conditions as may be amended from time to time;

"**we**" means the legal entity carrying on as the College as identified in Clause 1.2 below; and

"**you**" has the same meaning as "**parents**".

In these terms and conditions we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words "**for example**", "**includes**" or "**including**". The examples that are then given are not exclusive or limiting examples of the matter in question.

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 to the original meaning as may be fair.

We also use headings to introduce separate provisions. These headings are for ease of understanding only.

1.2 *Who we are.* We are The Ladies' College, Guernsey, which comprises the Pre-Preparatory Department, the Preparatory Department, the Junior Department, the Senior School and the Sixth Form, acting by the Governing Body, as now or in the future constituted.

1.3 *Our contract with you.* The **Acceptance Form**, the **Schedule of Fees**, and these **terms and conditions** (as in each case may be amended from time to time) form the terms of the **contract** between you and the College. For the avoidance of doubt, the College Policies and the procedures contained in them do not form part of the contract (except for those items which are deemed to form part of the College Rules). Each Handbook is also not part of the contract

between the parents and the College (except for those items which are deemed to form part of the College Rules). Whilst each Handbook is believed to be correct at the time of printing, parents wishing to place specific reliance on a matter contained in a Handbook should seek written confirmation of that matter from the College before agreeing to these terms and conditions. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

## 2. Admission and Entry to The Ladies' College

- 2.1 Registration. A child will be considered as a candidate for admission and entry to the College when the Registration Form has been completed and returned to the College and the non-returnable registration fee paid. **The registration fee is not refundable** if you withdraw your registration before an offer of a place at the College is made, or if your child does not receive an offer of a place at the College or does not take up their offer of a place at the College. If you accept the offer of a place at the College for your child, any registration fee that you have paid to the College will be treated as all or part of the deposit that is referred to in the Acceptance Form (and any additional amount required to settle the full amount of the deposit due will need to be paid in full). The registration fee will form part of the general funds of the College; it will be credited, without interest, to payment of the first term's fees, if your child takes up a place at the College. Admission and entry will be subject to the availability of a place and the child satisfying the admission requirements at the time. The age of the child will be calculated according to Guernsey law and custom.
- 2.2 Entry requirements for The Ladies' College. A child seeking entry to any part of the College must show evidence that they are able to access and benefit from the academic education that the College offers, have the capacity to cope with the curriculum and the pace and style of delivery of the curriculum, and are able to manage their behaviour effectively in the College's educational context. A child may be offered a place based on reasonable accommodations and, if appropriate, agreeing to access additional learning support for which a charge will normally be made. The College will not be able to offer a place to a child if we do not believe that they can, within reasonable accommodations, access education at the same level as that of other children in their cohort in the College.
- 2.3 Entry requirements for The Ladies' College, Melrose. Transfer of a child from the Pre-Preparatory Department to Lower Prep (Reception) is on the recommendation of the Pre-Preparatory Curriculum Co-ordinator in consultation with the Head Teacher of Melrose and the parents. Concerns regarding the transfer of a child from the Pre-Preparatory Department to Lower Prep (Reception) will be discussed with parents at the earliest opportunity. Children who have not attended the Pre-Preparatory Department and whose parents wish them to join Melrose during Lower Prep (Reception), Middle Prep (Year 1) or Upper Prep (Year 2) are asked to spend half a day at the College with the appropriate age group. Children who have not attended the Preparatory Department and whose parents wish them to join Melrose during Junior Remove (Year 3), Form I (Year 4), Form II (Year 5) or Form III (Year 6) are asked to spend half a day at the College 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. A child who is not already attending Melrose should bring work samples from their school, and a written report will be requested from their school.

- 2.4 Moving from Melrose to the Senior School. A child who is moving from Melrose to the Senior School will be required to show an ability to cope with the next stage of the College education. Concerns regarding transfer will be discussed with parents at the earliest opportunity.
- 2.5 Entry requirements for the Senior School and Sixth Form. Entry at Remove (or Year 7, typically at age 11) is by assessment, except where a child has completed at least two full school years at Melrose immediately before entry into the Senior School is anticipated. A child may enter the Sixth Form (or Year 12, typically at age 16) provided they have achieved a satisfactory performance at GCSE level (or equivalent qualifications). A child seeking admission to the College at another age will be required to complete an entrance assessment. Concerns regarding transfer will be discussed with parents at the earliest opportunity.
- 2.6 When registrations exceed available places. Applications will be considered in the following order, if registrations exceed places available in a given school year group:
- 2.6.1 those coming from the Pre-Preparatory Department to Melrose, and from Melrose to the Senior School;
  - 2.6.2 those who have sisters already attending the College;
  - 2.6.3 those who have sisters with confirmed and accepted places in other year groups;
  - 2.6.4 those who are daughters of employees of the College;
  - 2.6.5 those who are daughters of former pupils or students of the College; and
  - 2.6.6 chronological order of date of registration with the College.

In all cases, if there is over-subscription in any of the above categories, places will be allocated in order of the date of registration.

- 2.7 Learning support. The College is able to offer support with literacy skills and/or study techniques to those children most in need, in order that they are able to access the curriculum; this also includes pupils with English as a Foreign Language (EAL), as necessary. As part of this support:
- 2.7.1 one-to-one learning support lessons are tailored to suit the individual child's specific needs, and will incur additional fees;
  - 2.7.2 if a child'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, if it is decided that a programme of learning support is essential, a child's ongoing place at College may be conditional upon this being taken up. In exceptional circumstances, some alteration to the child's timetable and/or subject options may be required in order to facilitate learning support (in the Senior School and the Sixth Form only); and
  - 2.7.3 the College will not be able to offer a place to a child if we do not believe that they can, within reasonable accommodations, access education at the same level as that of other children in their cohort in the College and, in such circumstances, parents

will be asked to seek alternative educational provision for their child. Any decision about educational provision at another school in these circumstances will not leave parents liable to pay fees in lieu of notice.

- 2.8 Appeals against admissions decisions. If parents or prospective parents indicate they wish to appeal against an admissions decision, the Principal will invite them to write to the Chair of Governors within seven days, care of the Clerk to the Governors, at the College address, with full details of the grounds for appeal, in line with the final stage of the Admissions and Exclusions Policy and, as appropriate, the Concerns and Complaints Policy.

### 3. Acceptance and Deposit

- 3.1 How you accept the College's offer of a place. An offer of a place for your child at the College is accepted by you submitting the completed Acceptance Form and paying the deposit. Your attention is drawn to Clause 2.1 above which explains what happens if you have paid a registration fee; and when you will be required to pay an amount equal to any difference between an amount paid as a registration fee and the amount of the deposit required when an Acceptance Form is completed and returned to accept a place.
- 3.2 The non-refundable status of the deposit. **The deposit is not refundable if your child does not take up their place at the College.** The limited exception to this is where notice is given in accordance with Clause 4.1 below and the College actually fills the vacancy created by your child's withdrawal, in which case the College shall refund the deposit to you less its costs in administering your dealings with the College or a reasonable estimate of those costs. You should be aware that in the event of a late withdrawal it is very unlikely that the College would be able to fill the vacancy created by your child's withdrawal.
- 3.3 How we use the deposit. The deposit will form part of the general funds of the College; it will be credited, without interest, to payment of the first term's fees if your child takes up a place.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - *it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the College and what happens if you withdraw at that stage.*

*The cancellation of a place which has been accepted can cause losses to the College, especially if it occurs after other families have taken their decisions about their children's schooling. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we receive that period of notice or not.*

### 4. Withdrawing your Acceptance of a Place before your child joins the College

- 4.1 Notice to withdraw your acceptance of a place before your child joins the College. **If you wish to withdraw your acceptance of a place BEFORE your child starts at the College you must either give us a term's notice to that effect or pay to the College a term's fees in lieu of notice.** This means that if, for example, your child is due to start at the College in September (i.e., at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding

Trinity (Summer) term (i.e., on or before the first day of the final term of the previous academic year) or pay the fees in lieu of notice referred to above.

4.2 *If we receive a term's notice.* If you provide a term's notice, no further fees will be payable but you will not receive a refund of the deposit (the only exception to this is if you are entitled to a refund of the deposit under Clause 3.2 above).

4.3 *If we do not receive that period of notice.* **If you do not provide us with a term's notice (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the College upon demand as a debt.** The term's fees will be charged at the rate applicable for the term in which your child was due to start at the College. The College will credit the deposit you have paid (without interest and without any entitlement to repayment under Clause 3.2 above) to the payment of the term's fees you will owe us. Where applicable, such fees will be reduced to take account of any bursary awarded to you.

## 5. College Fees, Supplemental Charges and Payment

5.1 *What the fees include.* Unless set out in the Schedule of Fees or notified to you at any time, the fees include the costs we incur in the usual course of educating your child.

5.2 *What the fees do not include: supplemental charges.* We refer to any items or services charged to you in addition to the fees as **supplemental charges**.

5.2.1 By way of example, any extra and co-curricular activities (such as lunches at Melrose, individual music lessons, certain swimming lessons, wrap-around or after school care, trips and visits) in which you agree in advance that your child may participate and which need to be paid for, will be supplemental to items met by the fees and charged for accordingly.

5.2.2 *A child is for these purposes an agent of the parents.* Damage done by a child, other than due to fair wear or tear, may be separately billed and must be paid as a supplemental charge.

5.2.3 *Special educational needs.* Additional charges incurred by the College in providing for the special educational needs of your child may also be charged as supplemental to the fees.

5.2.4 A range of school trips, both on and off island (subject to travel restrictions), will be provided for your child whilst at the College. Parents' prior consent will be requested for a trip incurring additional costs, through a separate agreement. If significant costs are involved, such as flights and accommodation, these will be payable in advance. Any additional costs due to special measures (such as medical costs, taxis, air fares or professional advice) which are deemed necessary to protect a child's safety and welfare, or to respond to breaches of discipline, will be added as supplemental charges to the invoice for that child.

5.2.5 All other additional costs that may be (or are due to be) incurred will be included as supplemental charges on the relevant termly invoice.

- 5.3 Any applicable taxes. All fees and supplemental charges are exclusive of any taxes which will be added (where applicable).

**PLEASE READ THIS NEXT SECTION CAREFULLY** - *it deals with your responsibility to pay the fees and supplemental charges.*

- 5.4 Who is responsible for payment. **Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the College. This is because our contract applies to all of you who have signed the Acceptance Form together and each of you on your own.** Each parent who signs the Acceptance Form therefore has an individual responsibility to ensure that, individually or between them, the fees and supplemental charges owing to the College are paid. In practice this means that if fees or supplemental charges have not been paid then, in order to recover the outstanding payments, the College can, in its discretion, choose to seek payment of the amount outstanding from each parent individually or all parents and, for such purposes, under Guernsey law, you each waive all of your rights under (i) the *droit de division* and/or (ii) the *droit de discussion* or otherwise, which means that the College can ask you (or one of you) to pay the full amount owing, even if another person (i.e., the other of you or a third party who has agreed to pay some or all of the amount owing) is also liable to pay all or some of the amount due, and/or without having to first try to obtain payment from the assets of another person. The only exceptions to this are set out in Clause 5.5 immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the College, and do not extinguish each parent's individual liability for the fees and supplemental charges due under this contract.

- 5.5 (I) How one parent can remove himself/herself from their payment responsibility, and (II) circumstances where the College may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract.

5.5.1 A parent who has signed the Acceptance Form may be removed from their payment responsibility under this contract by submitting a term's notice, but that parent **must** have obtained the prior written consent of both the College and each other parent who has signed the Acceptance Form before submitting such notice, otherwise that person remains responsible for fees and any supplemental charges.

5.5.2 Separately, the College may (without obligation to do so) agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer) for fees and/or any supplemental charges, but this will not discharge your own payment responsibility under this contract, unless and until we agree otherwise in writing. The College reserves the right to refuse, at any time, any such request for such an arrangement and/or any payment from a third party, and any such payments shall be received in good faith.



5.6 How bursary awards are treated. A bursary or other award may be withdrawn in accordance with (or by reference to) the terms upon which such award is made and/or if, in the opinion of the Principal, your child's attendance, attitude, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you)) no longer merit the continuation of the award. If your child has been awarded a bursary which includes financial assistance (e.g., by way of remission), your responsibility will be to pay the amount of fees due after taking account of that award. Where it appears likely to the Principal that an award which includes financial assistance may be withdrawn, you will be notified in advance and if, within twenty-eight (28) days of that notification, your child is withdrawn from the College, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the College without the benefit of the financial assistance.

5.7 How the fees are charged and payment requirements.

5.7.1 The annual fees are divided into three equal parts and are charged separately on a termly basis, regardless of the length of any term and regardless of your child's year group. **Each term's fees fall due for payment by you on the first day of that term.** Each term's fees will be included in an invoice sent to you (or such other person(s) the College may have agreed separately shall pay the fees under Clause 5.5 above). The fees must be paid in full by cheque or direct bank transfer on or before the first day of the term to which the invoice relates. **We may not allow your child to attend the College if you do not pay on time.**

5.7.2 The College may agree, in the Principal's sole discretion, that the fees that are or will fall due in relation to any academic year can be paid in instalments, by direct bank transfer in not more than 10 instalments (unless otherwise agreed in writing by the College) within a period that does not exceed twelve (12) months (beginning with the date of the first term's invoice for that academic year).

5.7.3 Payment of an instalment must be received by the College within ten (10) days of the instalment due date and if payment is not received within this period the College may cancel the instalment arrangement and may immediately take action to collect all outstanding fees plus an administration charge and any other fees, bank charges, costs or expenses incurred due to the payment of an instalment being refused or returned.

5.7.4 Pursuant to Clause 5.7.1, cheques delivered to the College at any time after the first day of term will be presented during the next business day immediately following receipt (or as soon as practicable thereafter) and will not be considered as payment until cleared.

- 5.8 Payment of supplemental charges. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will either be included in the College's fees invoice or invoiced separately before the start of the next term. **All such supplemental charges must be paid in full by cheque or direct bank transfer on or before the first day of the next term.**

**PLEASE READ THIS NEXT SECTION CAREFULLY** - *it sets out what rights we have, and what action we may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.*

- 5.9 Non-payment of fees: refusal to attend the College. **We may refuse to allow your child to attend the College and/or may withhold any references, information or property while fees remain unpaid or if there is a persistent failure by you to pay the fees on time.** This applies in addition to our right to terminate this contract under Clause 15.

**A child may be excluded from the College at any time when fees are unpaid and they will be deemed to have been withdrawn, without notice, twenty-eight (28) days after exclusion, at which time a term's fees in lieu of notice will be payable to the College.**

- 5.10 Non-payment of supplemental charges: refusal to participate in the relevant activity. **We may refuse to allow your child to participate in the relevant activity or receive the relevant service and/or may withhold any references, information or property, while the applicable supplemental charge for that activity or service remains unpaid.**
- 5.11 We can charge interest if you pay late. If you do not make any payment to the College by the due date for payment (see Clauses 5.7 and 5.8 above) **we may charge interest to you on the overdue amount at the rate of 5 per cent a year above the base rate from time to time of the College's bank.** Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. **You must pay the College the interest together with the overdue amount.**
- 5.12 We can recover our costs for recovering late or non-payments. You will be responsible for paying the costs we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal costs). Any costs of recovery will also be added to an outstanding balance where the debt is referred to a debt collection service, whether or not the College is required to seek legal advice or assistance.
- 5.13 We can notify other educational institutions of your outstanding payments and withhold information. We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - *it sets our right to increase the fees and supplemental charges during the course of your child's time at the College.*

- 5.14 *Our ability to increase the fees and supplemental charges.*
- 5.14.1 We will review our fees and supplemental charges during the course of your child's education (usually annually) and may increase them.
- 5.14.2 Notice of an increase in the fees will be sent to you before the end of the penultimate term before the increase is to take effect. For example, if the fees are to increase at the start of the Michaelmas (Autumn) term, we will notify you before the end of the preceding Lent (Spring) term. This will allow you time to consider the increase and, if you wish to withdraw your child from the College before the proposed increase is due to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the College under Clause 6.1 or Clause 6.2 below.
- 5.14.3 We will seek to give you notice of any increase in any supplemental charges before the end of the penultimate half-term before the increase is to take effect, so you have sufficient time to provide the required a half term's notice to withdraw your child from an activity or service, in accordance with Clause 6.4, provided that the increase has been notified to us from any external provider within that time frame. Otherwise, we will give you notice of any such increase as soon as possible. The College is only the agent in respect of any goods or services that are supplied by a third party via the College to pupils, students and/or their parents.
- 5.15 *Fees and supplemental charges will not be reduced, waived or refunded due to your child's absence.* Fees and any agreed supplemental charges will not be reduced, waived or refunded as a result of absence due to illness or otherwise, or as a result of your child being required to study from home as a result of us providing educational services remotely for whatever reason. If your child takes study leave at home before or during examinations, or stays at home following those examinations, or if a school day or a term is shorter than others (or is shortened) or a vacation is extended, no reduction, refund or waiver of fees will be made in respect of any periods spent at home.
- 5.16 *Information on your identity and the source of funds.* From time to time, we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:
- 5.16.1 your identity;
- 5.16.2 your child's identity;
- 5.16.3 that you are not subject to, or within the purview of, any national or international financial, economic, travel or other similar sanctions imposed by any competent authority;

5.16.4 your child's right to enter, live and study in Guernsey; and

5.16.5 the legitimate source of funds you are using to pay the fees.

You must provide the College with the information and documentation we ask for without delay.

5.17 Allocation of payments to your fees account. Except where expressly agreed with you otherwise, the College shall be entitled to allocate payments from you to your College account(s) (whether for fees, the Core (i.e., the College refectory) or otherwise) as it sees fit. For example, the College shall be entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the College. Any sum tendered that is less than the sum due and owing to the College may, in any event, be accepted by the College on account only, and allocated as it sees fit.

5.18 The purpose of these provisions. The provisions of this Clause 5 are intended to protect those parents who pay fees and supplemental charges on time and to safeguard the College against any consequences of the defaults by others.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - *it sets out what period of notice we require from you if you wish to withdraw your child from the College, or remove your child from participating in an activity for which there is a supplemental charge. We believe that our terms and conditions, and particularly those dealing with changes, giving notice and paying fees in lieu of notice, help to promote the stability, forward-planning, proper resourcing and development of the College.*

*Due to the termly organisation and allocation of resources, we will charge you if you do not provide us with the required period of notice. In such circumstances we require you to pay us **fees in lieu of notice**, which is a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given.*

## 6. Notice Requirements

6.1 Notice to withdraw your child from the College. **If you wish to withdraw your child from the College (other than at the normal leaving date which is at the end of Upper Sixth (Year 13)), you must either give us a term's notice to that effect or pay to the College a term's fees in lieu of notice, at the rate that would have been charged for the final term of provision, if a term's notice had been given.** This means that if, for example, you wish to withdraw your child with effect from the start of the Michaelmas (Autumn) term (i.e., at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the first day of the preceding Trinity (Summer) term (i.e., the final term of the preceding academic year) or pay the fees in lieu of notice referred to above.

- 6.2 Notice to change sessions in the Pre-Preparatory Department. **If you wish to change your child's sessions in the Pre-Preparatory Department, you must either give us a term's notice to that effect, identifying those sessions agreed with you and which your child will no longer attend or pay to the College a full term's fees in lieu of notice in respect of the sessions to be dropped, at the rate that would have been charged for those sessions, if a term's notice had been given.**
- 6.3 When the relevant amount in lieu of notice must be paid. In cases under Clause 6.1 or Clause 6.2 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.
- 6.4 Notice to withdraw your child from participating in an activity or from receiving a service covered by a supplemental charge. If you wish to withdraw your child from an activity or service requiring a supplemental charge, you must either give a half-term's notice to that effect or pay to the College as a debt a half-term's charges for the activity or service in which your child has ceased to participate or receive. If you have paid a full term's supplemental charge and give notice in accordance with this Clause 6.4, the charges for the activity or service in which your child has ceased to participate or receive for the relevant half term will be refunded, typically by way of a credit against the next term's fees.
- 6.5 Withdrawal part-way through a term does not reduce the amount you owe to the College. **It is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or (subject to Clause 6.4) by your child's ceasing to participate in an activity or receive a service part-way through a term.**

## 7. College Rules

- 7.1 Compliance with the College Rules. It is a condition of remaining at the College that you and your child (in each case, to the extent applicable) comply with the College Rules. In addition, you must ensure that your child attends the College punctually and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the College Rules). The purpose of the College Rules is to help every child know what is expected and to encourage courtesy and consideration for others.
- 7.2 Monitoring your child's telephone, email and messaging communications, internet and Wi-Fi use, and use of social media. **The College may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use, and use of social media.** We may do this for various reasons, including ensuring compliance with the College Rules or where it is appropriate or necessary for the College to do so in connection with the College's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## 8. Suspension, Exclusion and Required Removal

- 8.1 The Principal's discretion to suspend or exclude your child from the College. The Principal may, in their discretion, suspend or, in serious or persistent cases, exclude your child from the College if the Principal considers that your child's conduct or behaviour (whether on or off College premises and whether in or out of term time) is unsatisfactory or has been prejudicial to good order, College discipline or the reputation of the College and/or the suspension or exclusion is in the College's best interests and/or those of your child or other children.
- 8.2 Where you can find examples of offences punishable by suspension or exclusion. The College's Admissions and Exclusions Policy sets out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive and the Principal may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the College may be taken into account.
- 8.3 The Principal's discretion to require you to remove your child from the College. Instead of exclusion or suspension, the Principal may, in their discretion, require you to remove your child from the College if the Principal considers that:
- 8.3.1 **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the College, or the wellbeing of College staff; and/or brings (or is likely to bring) the College into disrepute; and/or is not in accordance with your obligations under this contract; or
  - 8.3.2 your child's attendance or progress at the College is unsatisfactory or your child is unable or unwilling to benefit or profit from the educational opportunities offered or, within reasonable accommodations, your child is unable to access the education available to them in the College at the same level as that of other children in their cohort in the College and/or, in the reasonable opinion of the Principal, the removal is in the College's best interests and/or those of your child or other children.
- 8.4 What happens if your child is suspended, excluded or removed from the College. Should the Principal exercise their right under either Clause 8.1 or Clause 8.3 above:
- 8.4.1 you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed and any fees or supplemental charges due but unpaid for that term shall remain due and payable;
  - 8.4.2 in respect of exclusions and required removals, fees in lieu of notice will not be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded; and

- 8.4.3 a child who has been withdrawn, excluded, suspended or removed from the College has no right to enter College premises without the prior written permission of the Principal.
- 8.5 Impact of exclusion or required removal on this contract. This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the College.
- 8.6 The Principal's discretion to exclude a parent from the College. The Principal may, in their discretion, exclude a parent from the College premises if the Principal considers such exclusion to be in the best interests of your child, other children, College staff and/or the College.
- 8.7 No obligation to make disclosures. The form of any announcement in relation to an exclusion, suspension or required removal will be in the sole discretion of the Principal. In no circumstances will the College or its staff be required to divulge to parent(s) or others any confidential information or the identity of any person who has given information which has led to an exclusion, suspension or the requirement to remove, or which any of the Principal or College members of staff has acquired during an investigation.
- 8.8 Your right to have decisions to exclude or require the removal of your child reviewed. You are entitled to have reviewed any decisions taken by the College and/or the Principal to suspend, exclude or require the removal of your child under this Clause 8 by writing to the Chair of the Board of Governors within seven days of the decision in question being made, care of the Clerk to the Governors at the College address, with full details of the grounds for review. Any such review shall be governed by the final stage of the Admissions and Exclusions Policy and, as appropriate, the Concerns or Complaints Policy.

## **9. The College's Obligations**

- 9.1 The period of your child's schooling. Subject to these terms and conditions, the College will accept your child as a pupil or student of the College and register your child on the College's statutory register from the time of joining the College until the end of their schooling, i.e., to the end of Upper Sixth (Year 13). It is assumed that a child will, subject to satisfactory conduct and satisfactory academic attainment, progress through the College and complete the Upper Sixth year.
- 9.2 Entry into the Senior School and the Sixth Form.
- 9.2.1 The College will not be obliged to permit your child to enter the Senior School or the Sixth Form (as the case may be) unless satisfied that it is appropriate to do so, having regard to all relevant circumstances and whether they can, within reasonable accommodations, access the education available at the same level as that of other children in their cohort in the College.
- 9.2.2 The College may make a decision as to whether your child may join the Sixth Form after the results of GCSE or equivalent examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations.

9.2.3 However, except where the College agrees otherwise in writing, and even where the College has imposed conditions on entry into the Senior School or the Sixth Form, if you wish to withdraw your child prior to entering the Senior School or the Sixth Form (as the case may be), Clause 6.1 applies, and you will **either** need to give us a term's written notice **or** pay us fees in lieu of notice.

9.3 *The scope of our duty to exercise reasonable skill and care for your child's education and welfare.* While your child remains a pupil or student of the College, we will exercise reasonable skill and care in respect of their education and welfare. This obligation will apply during College hours and at other times when your child is permitted to be on College premises or is participating in activities organised by the College. **We cannot accept any responsibility for the welfare of your child while off the College premises unless they are taking part in a College activity or otherwise under the direct supervision of a member of College staff.** The College is unable to guarantee that pupils and students, in breach of College Rules, will not leave the College premises during the College day.

9.4 *Consent to participation in trips and visits, in contact sports and other activities.* Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury. You also consent to your child participating in trips and visits (including journeys and studies) organised in the normal course of your child's schooling, including regularly timetabled events such as lessons at Beau Sejour or the Footes Lane Astro turf and after-school activities provided by the College. Parents are deemed to give their consent to such physical contact as may be lawful, appropriate and proper for teaching and for providing comfort to their child in distress, or to maintain safety and good order, or in connection with the health of their child.

9.5 *What happens if your child needs urgent medical attention.* If your child requires urgent medical attention while under the College's care, we will try to contact you and, if practicable, we will share information from your child's medical file with the doctor or other medical practitioner. We reserve the right to seek medical attention, including calling an ambulance, even though this may incur a charge to be payable by you.

9.6 *Our right to make changes at the College.* The College website and our Prospectus describe the broad principles on which the College is presently run. A successful school must initiate and respond to change. Therefore, from time to time it may be necessary to make changes to any aspects of the College, including to the curriculum, to co-curricular activities, to the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the College is required to close the College premises), or to the structure and composition of classes, or to the length of terms and the College day), to the location or size of the College or to its premises and facilities or to the way it is run including its regulations, policies and disciplinary framework.

9.7 *We will give you notice of significant changes.* Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. For example, if such a change is to take effect at the start of the Michaelmas (Autumn) term, we would notify you before the



end of the preceding Lent (Spring) term. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the College before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the College under Clause 6.1 or Clause 6.2 above.

9.8 Monitoring your child's progress at the College. We will monitor your child's progress at the College and produce regular written reports. **We will advise you if we have any serious concern about your child's progress, but we do not undertake to diagnose dyslexia, ADHD or other conditions.** A formal assessment can be arranged either by you or by the College at your expense. Also, as noted in Clause 2.7, the College is able to offer learning support, to enable children to access the curriculum and educational provision. A child's transition between year groups is usually straightforward provided they have made the necessary progress. The College reserves the right to place a child in the same year group for two years to allow for consolidation and progress to be made.

9.9 Religious observance and relationships and sex education (RSE) and health education. Religious observance, relationships and sex education (RSE) and health education at the College will be conducted in accordance with the College's policies.

## **10. The Parents' Obligations**

10.1 We require your co-operation. In order to fulfil our obligations under this contract and to maintain a constructive relationship with you, we, the Principal and College staff, need your co-operation.

10.2 Examples of the co-operation and assistance we require. You must co-operate with the College and College staff in good faith, including by:

10.2.1 maintaining a constructive relationship with College staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the College are reasonable and appropriate;

10.2.2 giving your support and encouragement to the aims of the College and to uphold and promote its good name, and ensuring that your child takes a full part in the activities of the College and maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress;

10.2.3 encouraging your child in their studies, and giving appropriate support at home;

10.2.4 keeping the College up-to-date and informed about matters which affect or may affect your child (including circumstances which may be relevant to your child's security and safety, including where precautions may be needed, and/or circumstances which may arise at any time that affect or may affect your ability to pay the fees and supplemental charges, or your child's entitlement to live in Guernsey);

- 10.2.5 ensuring that all details or other information notified or otherwise disclosed to the College about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to them) are not withheld;
- 10.2.6 providing cooperation and assistance to the College so that your child can participate in, and benefit from, the College's provision of education; and
- 10.2.7 attending meetings and keeping in touch with the College where your child's interests so require.
- 10.3 *You must notify us of your child's health/medical conditions or special educational needs.* **It is a condition of your child joining and remaining at the College that you complete and submit to the College a medical questionnaire in respect of your child.** You must inform the College of any health or medical condition (whether mental or physical), special educational need(s), disability or allergies that your child has at the time of joining the College or which subsequently changes or develops after joining the College, whether underlying, long-term or short-term, including any infections, and whether they can participate in sporting or other activities. You must also provide us with, whether upon further request by the College or otherwise, any reports or other materials relevant to any of the same or to your child's general health and cooperate with the College in relation to such reports and materials. **If you withhold from us or otherwise misrepresent to us information of this nature in particular, please be aware that this may result in us exercising our right to end this contract under Clause 15.1.2 below.**
- 10.4 *Circumstances where we may require you to keep your child away from the College.* If the College so requires, in their absolute discretion, 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 of whatever nature, you may be required to keep your child at home and not permit them to return to the College until such time as the health risk has passed. Where it is considered appropriate, we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post), unless specific circumstances prevent this occurring.
- 10.5 *You must notify us of any special arrangements needed for your child.* You must inform the College of any situations where special arrangements may be needed for your child, including for their education or welfare, such as, for example:
- 10.5.1 *Residence during term time:* if you live outside Guernsey, you must advise the College of the name and address of the carer with whom your child resides during term time and, unless the College is advised otherwise, the College will assume that the carer is acting as the 'responsible adult' and has (apart from responsibility for fees which remains with you) parental responsibility, that the carer will be available to come to the College at short notice (if necessary) and that the carer is responsible for your child at all times when they are not in College. The same requirement applies even if you live in Guernsey but, during term time, your child is not residing with a person who has parental responsibility;

- 10.5.2 *For children in Melrose:* parents must advise College staff of the names of the carer(s) who have responsibility for their child during the day and/or at collection times.
- 10.6 *You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child.* You must inform the College if, at any time prior to or during your child's time at the College, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the College (including its premises) and/or the College's provision of education to your child. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; (iii) the payment of fees and/or supplemental charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the College with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.
- 10.7 *We are entitled to expect that parents have consulted with each other regarding decisions relating to their child.* You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that the College is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, except under Clause 10.8 below or otherwise according to the circumstances, you (and each of you) as the holders of parental responsibility for your child accept that the College is entitled to treat:
- 10.7.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of each of you; and
- 10.7.2 any communication from the College to one of you as having been given to each of you.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – *it sets out who needs to sign a notice of withdrawal of your child.*

- 10.8 *We are entitled to require that notices of withdrawal must be signed by all persons with parental responsibility.* **A notice of withdrawal of your child served under this contract (i.e., under any of Clauses 4.1, 5.6, 5.14, 6.1 or 6.2) must be in writing and signed by all holders of parental responsibility for your child (and the College shall be entitled not to accept such notice unless and until all holders of parental responsibility have signed such notice).**
- 10.9 *You must notify us of your child's absence from the College.* The College must be informed as soon as possible in writing of any reason for your child's absence from the College. You can do this by contacting either [reception@ladiescollege.ac.gg](mailto:reception@ladiescollege.ac.gg) (for the Senior School and the Sixth Form) or [Melrose@ladiescollege.ac.gg](mailto:Melrose@ladiescollege.ac.gg) (for the Pre-Preparatory Department, the

Preparatory Department and the Junior Department). Wherever possible the College's prior consent should be sought for absence from the College.

- 10.10 Parents must notify us if they will be absent for a period of time. If at any time during your child's time at the College all of you with parental responsibility will be absent from your main residential address(es) for a period of longer than 24 hours then you must inform the College immediately in writing and provide the details required by the College as a result, including the name and contact details for a 'responsible adult' for the period of your absence to whom you have delegated authority to look after your child in your absence.
- 10.11 Raising concerns with the College and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the College without undue delay. Complaints should be made in accordance with the Concerns and Complaints Policy.

## 11. Insurance

- 11.1 Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or their property while at the College, or for the payment of fees due to absence of your child or closure of the College premises or any other College sponsored activity away from the College.
- 11.2 No acceptance of liability by the College. 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. The College is not the agent of the parents for any purpose related to insurance.
- 11.3 A child's personal property. Each child is responsible for the security and safe use of all their personal property and is responsible for ensuring that all such property is clearly marked with the owner's name. A child may not bring any item of equipment onto the College premises which runs off mains electricity (with the exception of BYOD (Bring Your Own Device) laptops), without the prior written permission of the Principal or the Bursar.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – *Although there will be circumstances when it is appropriate to seek parental consent, children's data protection and privacy rights are their own. The law considers that children of average maturity will, from the age of around 13, have sufficient awareness of their own privacy to make certain choices relating to their personal data themselves. Parents' views remain important, but sometimes the law will require us to give more weight to the decision the child makes about their own privacy.*

*For most purposes, it will not in fact be necessary or practical for us to obtain consent from you (or your child) for the use we make of your (or your child's) personal data. The law recognises this but also requires that, as far as possible, we set out clearly what these uses will be. Please also see our 'Privacy Notice' which is available on the College website.*

## **12. How we may use Personal Information: References, Confidentiality and Data Protection**

12.1 References for your child. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and that any opinion given on their ability, aptitude for certain courses and character is fair. However, we cannot be responsible for (and do not accept any liability for) any loss you are, or your child is, alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

12.2 We will need to use information relating to your child, and to you, for certain purposes connected with the running of the College. This will include name, contact details, College records, photographs and audio-visual recordings (including recordings of lessons), both whilst your child is at the College and after they have left, for the purposes of:

12.2.1 managing relationships between the College and current pupils, students and/or parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration and processing of fees and supplemental charges; and

12.2.2 promoting the College to prospective pupils, students and/or parents, publicising the College's activities, and communicating with the College community and the body of former pupils and students and their parents.

In respect of Clause 12.2.2, this includes use of such information by the College in or on the College's Prospectus (in whatever format or medium it is produced or made available), the College website(s) (including its community website) and (where appropriate) the College's social media channels.

12.3 You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:

12.3.1 confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the College; and

12.3.2 inform the College of any change to your and/or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in Guernsey), or to information about you or your child that has previously been notified to the College, including relevant contact details.

12.4 We will send information (e.g., College reports) about your child to all persons with parental responsibility as a matter of course. Any person who has parental responsibility for your child is entitled to receive certain core information from the College about your child's progress and attainment. The College will therefore disclose such information as a matter of routine to each such person unless the College is restricted from doing so by a court order (or

similar direction) of which it is aware, or by any other legal requirement or obligation (for example, under data protection law).

12.5 Data Protection Law. The College will process personal data (including special category data) about you and your child in accordance with data protection law, including the Data Protection (Bailiwick of Guernsey) Law, 2017 (as it is amended or superseded) and other related legislation and regulations. We will process such personal data:

12.5.1 as set out in this Clause 12, and in each of the College's '*Privacy Notice*' and the Data Protection Policy (each of which is available on the College website) as may be amended from time to time;

12.5.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and

12.5.3 to perform our obligations under this contract, and where otherwise reasonably necessary for the College's purposes.

12.6 Confidentiality. The College will take care to preserve the confidentiality of information concerning a child and their parents. As parents, however, you consent on behalf of yourselves and your child to the College (through the Principal and/or the Deputy Principal (Pastoral), as the persons responsible) obtaining, holding, and communicating on a 'need-to-know' basis, confidential information which, in the opinion of the Principal and/or the Deputy Principal (Pastoral), is material to the safety and welfare of your child and others, including a child aged 16 and over. As parents, you consent also to the College communicating with any other school or educational establishment which your child attends or which you propose your child should attend, about any matter concerning your child or about payment of fees and/or supplemental charges, whether or not the information passing is also held in machine-readable form.

### **13. Intellectual Property Rights**

13.1 Recognising these rights. We shall recognise any intellectual property rights created, generated or owned by or vested in your child.

13.2 Reserving these rights. The College reserves all rights and interests in any intellectual property rights arising as a result of the actions of a child in conjunction with any member of staff of the College and/or other children at the College for a purpose associated with the College. Any use of any such intellectual property rights by a child is subject to the terms of a licence to be agreed prior to the use between your child, you and the College.

### **14. Changes in Ownership, etc**

14.1 The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation due to a change in ownership or a change in the legal status of the College. We will tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - *it sets out the rights we have, and that you have, to terminate this contract early (that is, before the normal leaving date for the end of your child's schooling, which is at the end of the Upper Sixth (Year 13)).*

**15. Ending this Contract**

- 15.1 Our rights to end the contract. In addition to where this contract is terminated automatically as a result of an exclusion or required removal under Clause 8, the College may end this contract at any time by notice in writing to you, without any obligation to return to you any deposit, fees or supplemental charges you have paid, if:
- 15.1.1 you do not make a payment to us when it is due and you still do not make payment within 28 days of us reminding you that such payment is due, in accordance with Clause 5.9;
  - 15.1.2 you (or any one of you) make a serious misrepresentation of facts or circumstances to us, or you (or any one of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the College to your child (such as, for example, misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) any information about your child's health, medical condition, special educational needs, disability or allergies or that your child is legally entitled to enter and study in Guernsey when in fact your child is not);
  - 15.1.3 you fail or refuse to complete and submit to the College a medical questionnaire in respect of your child, or your child fails to attend a medical examination at the request of the College and/or you fail or refuse to complete and submit a parental absence form;
  - 15.1.4 you fail or refuse to provide us at any time with information we require under Clause 5.16 to verify to our satisfaction: your identity; your child's identity; your child's right to enter and study in Guernsey; the legitimate source of funds you are using to pay the fees; that you are not subject to any sanctions; or, in light of the information you do provide (if any), we are not satisfied that it properly and accurately verifies any of the foregoing. Instead of ending this contract, we may otherwise refuse to allow your child to attend College until the relevant satisfactory information has been provided;
  - 15.1.5 your child no longer holds an immigration and/or housing status which confers a right to enter and study in Guernsey and you have been unable to resolve this issue within a reasonable timeframe;

15.1.6 you (or any one of you):

- (a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this contract;
- (b) repeatedly or persistently fail to pay the fees when they fall due for payment;
- (c) are otherwise unable to pay your debts as they fall due;
- (d) are the subject of a bankruptcy petition or order, been declared *en état de desastre* or had a preliminary vesting order made against any one of you; or
- (e) enter into an individual voluntary arrangement; or

15.1.7 you otherwise do not comply with (i.e., you breach) your obligations under this contract such that we have a legal right to end the contract because of something you have done wrong or, in the Principal's reasonable discretion, the College is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under this contract.

15.2 *When this contract will end if not terminated early.* For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling (at the end of Upper Sixth (Year 13)). This may be at the end of the Upper Fifth (Year 11) if your child does not meet any requirements imposed by the College under Clause 9.2 for entry to the Sixth Form.

15.3 *Ending the contract will not affect any accrued rights.* Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example, your obligation to pay any outstanding invoices, fees, or supplemental charges. After this contract ends, you and the College will keep any rights each has under, or as a matter of, general law.

## **16. Events outside of our, or your, control**

16.1 *What we mean by an "event outside of our or your control" (or force majeure).* We mean any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of the States of Guernsey), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack or chemical or biological contamination. In the remainder of this Clause 16 we shall refer to such events outside of our or your control as an "event".

16.2 *What happens if we are affected by an event outside of our control.* If an event arises which prevents or delays the College's performance of any of its obligations under this contract, the College shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the College has acted reasonably and prudently to prevent and/or minimise the effect of the event, the College will not be responsible for not



performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the College shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).

- 16.3 Events lasting more than 6 months. If the College is wholly and completely prevented from performing all of its obligations as a result of an event (and is unable to provide educational services remotely) for a continuous period of more than six (6) months, the College shall notify you of the steps it plans to take to ensure performance of the contract after such period and you shall then, following receipt of such notice, be entitled to end this contract on written notice to the College and without giving a term's notice or paying fees in lieu of notice.
- 16.4 What happens if your child is affected by an event outside of your control. Subject to Clause 5.15 (which means that you are not entitled to a refund, waiver or reduction in fees or supplemental charges in cases of illness or absence), if your child is wholly and completely unable to participate in the provision of any education at College or remotely, due to reasons caused by an event, you shall give the College notice in writing of such circumstances and the following provisions shall apply:
- 16.4.1 in consultation and cooperation with the College you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform **your** obligations under this contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
- 16.4.2 in circumstances where, following the efforts made and steps taken under Clause 16.4.1 above, your child is not able to participate and benefit from any level of provision of education by the College (whether at the College or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
- 16.4.3 if the event continues to prevent your child wholly and completely from attending the College or being able to participate and benefit from any level of provision of education by the College (whether at the College or remotely) for more than six (6) months you shall discuss with the College a solution by which this contract may be performed and, following such discussions, you or the College shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.

## **17. Communications between you and the College**

- 17.1 Notices must be in writing. When the contract requires you or the College to give notice of something to the other then, unless we agree otherwise, this should be done in writing

- 17.2 We will use the contact details held by the College to contact you. Communications (including notices) will be sent by the College to you at the address(es) shown in our records or using your other contact details included in our records. **You must notify the College in writing of any change of address(es) or other contact details.**
- 17.3 How to provide written notice to the College. Notices that you are required to give under these terms and conditions must be **in writing** addressed to the Principal and either:
- 17.3.1 sent by email to the College using this email address: [principal@ladiescollege.ac.gg](mailto:principal@ladiescollege.ac.gg) and are conditional upon the College confirming receipt;
  - 17.3.2 delivered by hand to the College and are conditional upon the College confirming receipt;
  - 17.3.3 sent to the College by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
  - 17.3.4 otherwise sent to the College's address by post and are conditional upon the College confirming receipt.

**In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 4, 5.6, 5.14, 6.1, 6.2 or 6.4 of these terms and conditions (which are the provisions dealing with withdrawing your child from the College, an activity for which there is a supplemental charge or otherwise changing their place) you telephone the College to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and two weeks (during a College holiday period) after sending the notice.**

**18. The law that applies to this contract and where legal proceedings may be brought**

- 18.1 The law that applies to this contract. The contract between you and the College is governed by Guernsey law and any legal proceedings in respect of this contract shall be subject to the exclusive jurisdiction of the courts of the Island of Guernsey.
- 18.2 Rights in relation to the enforcement of this contract. If we choose not to enforce any part of this contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of this contract. If we cannot enforce any part of this contract, this will not affect our right to enforce the rest of this contract.

**19. Changes to these terms and conditions**

- 19.1 These terms and conditions apply. These terms and conditions apply and supersede any other terms and conditions (save as expressly agreed in writing between you and the College) and these terms and conditions will be construed as a whole.

19.2 Reserving the right to change these terms and conditions. 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 College. The College will send you notice of any such modifications, by emailing you or by posting a notification on the College website, prior to the end of the penultimate term before the modifications are to take effect.