

# Terms and Conditions

## **A Introduction**

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1. These Terms and Conditions reflect the custom and practice of independent Colleges and form the basis of a legal contract for educational services.
2. The Terms and Conditions are intended to promote the education and welfare of each pupil and the stability, forward-planning, proper resourcing and development of the College.
3. Our prospectus and website are not contractual documents. Please see **Section K** for further information.
4. **Fees & Notice:** The rules concerning fees and notice are of particular importance and are set out at **Sections C & I** below.
5. **Managing Change:** The College, as any other, is likely to undergo a number of changes during the time your child is a pupil here. Please see **Section K** for further details of the changes that may be made and the consultation and notice procedures that will apply.
6. **Documents referred to:** Parents and pupils have access to a copy of the current College Prospectus, including the College Rules, the Fees List, principal College policies and our Complaints Procedure. Parents also have an opportunity, on request, to see any of the other documents referred to in these Terms and Conditions

## **B Terminology**

7. **"The College"/"We"/"Us"** means Cardiff Academy Ltd as now or in the future constituted (and any successor). The College is constituted as a company limited by guarantee.
8. **"The Principal of Cardiff Academy"** is responsible for the day-to-day running of the College. The Directors have authorised the Vice Principal to deputise for the Principal, with all the Principal's usual powers and responsibilities. References in these Terms and Conditions to 'the Principal of Cardiff Academy' or 'the Principal' should be read as including this authorised deputy.
9. **"The Parents"/"You"** means any person who has signed the Enrolment Form and/or who has accepted responsibility for a child's attendance at this College. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Those who have "parental responsibility" (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the child.
10. **"The Pupil"** is the child named on the Enrolment Form. The age of the Pupil will be calculated in accordance with UK custom.
11. **"The Course"** is GCSE, A Levels, International Foundation Year and Premasters Course. This list is not exhaustive and is reviewed.

## **C Deposit**

### **Deposits**

12. Confirmation Deposit. To accept an offer from the College, a Confirmation Deposit is required (please see fee structure). The Confirmation Deposit is held in the general funds of the College and is refundable without interest on completion of the full A-Level course. For certain courses the college may credit the acceptance deposit against tuition fees.
13. The Confirmation Deposit is held against any damages and other disbursements or deductions including but not limited to outstanding accommodation costs, library fees, photocopy costs, voluntary and compulsory trips (under £100), exam fees, short fall on accounts, any credit charges for late payments, insurance fees and if, at the end of the full A-Level course, there are monies remaining these monies can be offset against the disbursements or deductions otherwise an invoice will be issued for any damages or disbursements in excess of the Confirmation Deposit and such invoice must be settled in full no later than 14 days of the invoice date or it will be subject to the late payment conditions. Any monies remaining will be refunded on or before 31st December of the year of completion of the course. This is on provision that the Student completes the Completion of Studies Form in June of the year of course completion and the Final Information Form in August of the year of the course completion.
14. All offers made by the College are subject to place availability. A Student's place will be secured until the fee deadline as stated in the offer letter and a place at the College will only be guaranteed when the College receives payment as set out in the "fees" section of these Terms.
15. Refunds – the College policy on refunds includes but is not limited to the following:
16. During the application process, a refund of the Confirmation Deposit will be made if the College withdraws the offer of the course for any reason.

17. No refund of any fee will be given if falsified documents are used in, or the College is misled in any way during and after the application process.
18. If an application is withdrawn after accepting the College's offer the Confirmation Deposit will not be refunded.
19. Refunds will only be made to the person responsible for the fees unless written authorisation is provided to the contrary to the College from that person.
20. All payments made prior to enrolment (excluding the Confirmation Deposit, application registration fee and CAS fee) are refundable in the event that a student is unable to meet visa entry requirements subject to receipt of an official visa rejection letter.
21. A Student who does not meet the College's minimum academic attainment criteria after the first year of study and is either not offered an alternative course of study or refuses the alternative course of study and is instructed to withdraw from the College will be entitled to receive the Confirmation Deposit less any applicable disbursements and sundry charges.
22. The College is unable to refund, reduce, or waive fees where the Student is absent due to injury or other emergency, unforeseen event or change in personal circumstances. The person responsible for payment of the fees is therefore advised to arrange adequate insurance to provide cover for the refund of fees.
23. All refund decisions will be at the discretion of the College and will be taken following a review by the Senior Management Team on a case by case basis and be subject to the written agreement of the Executive Director.

## **Pastoral Care**

**Meaning:** Pastoral care is a wellbeing thread that runs throughout all aspects of life at this College and is directed towards the happiness, success, safety and welfare of each pupil and the integrity of the house and College community.

24. **Our Commitment:** We will do all that is reasonable to safeguard and promote your child's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances and often to a much higher standard. We will respect your child's human rights and freedoms which must, however, be balanced with the lawful needs and rules of our College community and the rights and freedoms of others.

### **D Complaints:**

25. Any question, concern or complaint about the pastoral care or safety of a pupil must be notified to the College as soon as practicable. A copy of the College's Complaints Procedure can be supplied on request and is available on our website: [www.cardiffacademy.co.uk](http://www.cardiffacademy.co.uk)
26. **Pupil's Rights:** The Pupil, if he/she is of sufficient maturity and understanding, has certain legal rights which the College must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights of confidentiality and, usually, the right to have contact with both natural and/or adoptive parents. If a conflict of interests arises between a Parent and the Pupil, the rights of, and

duties owed to, the Pupil will in most cases take precedence over the rights of, and duties owed to, the Parent.

27. **Authority of the Principal:** The Parents authorise the Principal to take and/or authorise in good faith all decisions which the Principal considers on proper grounds will safeguard and promote the Pupil's welfare.
28. **Ethos:** The ethos of this College must be such as to foster good relationships between members of the staff, the pupils themselves and between members of the staff and pupils. Bullying, harassment, victimisation and discrimination will not be tolerated. The College and its staff will act fairly in relation to the Pupil and Parents and we expect the same of the Pupil and Parents in relation to the College.
29. **Physical Contact:** Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to a pupil in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare. Parents also consent to their child participating in contact and non-contact sports and other activities as part of the normal College and extra-curricular programme and acknowledge that while the College will provide appropriate supervision the risk of injury cannot be eliminated.
30. **Disclosures:** Parents must, as soon as possible, disclose to the College in confidence any known medical condition, health problem or allergy affecting the Pupil, any history of a learning difficulty on the part of the Pupil or any member of his/her immediate family, or any family circumstances or court order which might affect the Pupil's welfare or happiness, or any concerns about the Pupil's safety or any change in the financial circumstances of parent/s of a pupil awarded a bursary by the College.
31. **Confidentiality:** The Parents authorise the Principal to override their own and (so far as they are entitled to do so) the Pupil's rights of confidentiality, and to impart confidential information on a "need- to-know" basis where necessary to safeguard or promote the Pupil's welfare or to avert a perceived risk of serious harm to the Pupil or to another person at the College. In some cases, teachers and other employees of the College may need to be informed of any particular vulnerability the Pupil may have. The College reserves the right to monitor the Pupil's e-mail communications and internet use. Please refer to the ICT & E Safety Policy for further detail.
32. **Special Precautions:** The Principal needs to be aware of any matters that are relevant to the Pupil's safety and security. The Principal must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Pupil for whom any special safety precautions may be needed.

33. Parents may be excluded from College 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.
34. **Leaving College Premises:** We will do all that is reasonable to ensure that your child remains in the care of the College during College hours but we cannot accept responsibility for the Pupil if he/she leaves College premises in breach of College Rules and Regulations and we are not legally entitled to do so in the case of a pupil aged 16 years or over.
35. **Residence During Term Time:** Pupils are required during term time and at weekends, to live with a parent or legal guardian or with an education guardian acceptable to the College. The Principal must be notified in writing immediately if the Pupil will be residing during term time under the care of someone other than a parent.
36. **Communication with Parents:** With the exception of communication regarding cancellation, withdrawal and notice of withdrawal, the College will (unless otherwise notified) treat any communication from any person with parental responsibility as having been given on behalf of each such person unless other arrangements are made and any communication from the College to any such person as having been made to each of them.
37. **Absence of Parents:** When both Parents will be absent from the Pupil's home overnight or for a twenty-four hour period or longer, the College must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Pupil.
38. **Education Guardians:** A pupil of any age whose Parents are resident outside the United Kingdom must have an education guardian in the United Kingdom who has been given legal authority to act on behalf of the Parents in all respects and to whom the College can apply for authorities when necessary. The College can accept no responsibility during the holidays for a pupil whose Parents are resident abroad and the Parents and guardians of such pupils must make holiday arrangements, including travel to and from the College, well in advance. The responsibility for choosing an appropriate education guardian rests solely with the Parents. Parents are responsible in each case for satisfying themselves as to the suitability of an education guardian.
39. **Photographs:** It is the custom and practice of most independent Colleges, and of this College, to include some photographs or images of pupils in the College's promotional material such as the prospectus and website. We would not disclose the name or home address of a child without the Parents' consent. Parents who do not want their child's photograph or image to appear in any of the College's promotional material must make sure their child knows this and must write immediately to the Principal requesting an acknowledgement of their letter.
40. **Transport:** The Parents' consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
41. **Pupil's Personal Property:** Pupils are responsible for the security and safe use of all their personal property including money, mobile phones, locker keys, watches, computers, calculators, musical instruments and sports equipment, and for property lent to them by the College, including door access cards. The use of mobile phones is not permitted in College. Mobile phones used within College will be confiscated and have to be collected by parents.

42. **Insurance:** Parents are responsible for insurance of the Pupil's personal property whilst at College or on the way to and from College or any College-sponsored activity away from College premises.
  
43. **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the College does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property.

## **E Health and Medical Matters**

44. **Medical Declaration:** Parents will be asked to complete a form of medical declaration concerning the Pupil's health and must inform the Principal 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.
45. **Pupil's Health:** The Principal may at any time require a medical opinion or certificate as to the Pupil's general health where the Principal considers that necessary as a matter of professional judgement in the interests of the child and/or the College. If the Pupil is of sufficient age and maturity he/she is entitled to insist on confidentiality which can nonetheless be overridden in the Pupil's own interests or where necessary for the protection of other members of the College community.
46. **Medical Information:** Throughout the Pupil's time as a member of the College, the College shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil's own interests or necessary for the protection of other members of the College community. Such information will be given and received on a confidential, "*need-to-know*" basis.
47. **Emergency Medical Treatment:** The Parents authorise the Principal to consent on behalf of the Parents to the Pupil receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under the National Health Service or at a private hospital where certified by an appropriately qualified person necessary for the Pupil's welfare and if the Parents cannot be contacted in time.

## **F Educational Matters**

48. **Our Commitment:** Within the published range of the College's provision from time to time, we will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each pupil and to provide education to at least the standard required by law in the particular circumstances, and often to a much higher standard.
49. **Organisation:** We must reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of Principal, is most appropriate to the College community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the pupils and may take into account management of friendship groups. Any Parent who has specific requirements or concerns about any aspect of their child's education or progress should contact their child's tutor, or any other appropriate member of staff, as soon as possible, or contact the Principal in the case of a grave concern.
50. **Progress Reports:** The College monitors the progress of each pupil and reports regularly to Parents by means of progress reports and full written reports. Parents have online access to these reports and data for their son/daughter through their SIMS Portal.
51. **Sex Education:** All pupils will receive health and life skills education appropriate to their age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish their child to take part in this aspect of the curriculum.

52. **Public Examinations:** The Principal may, after consultation with Parents and the Pupil, decline to enter the Pupil's name for a public examination if, in the exercise of professional judgement, the Principal considers that by doing so the Pupil's prospects in other examinations would be impaired and/or if the Pupil has not prepared for the examination with sufficient diligence, for example, because the Pupil has not worked or revised in accordance with advice or instruction from the staff.
53. **Reports and References:** Information supplied to Parents and others concerning the progress and character of the 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.
54. **Additional Learning Needs (ALN):** The College will do all that is reasonable in the case of each pupil to detect and deal appropriately with a learning need which amounts to a "special educational need". Our staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning needs
55. **Screening for Additional Learning Needs (ALN):** The screening tests available to Colleges are indicative only: they are not infallible. Parents will be notified if a screening test indicates that the Pupil may have a learning needs. A formal assessment can be arranged by the College at the Parents' expense or by the Parents themselves.
56. **Information about Learning Needs:** Parents must notify the Principal in writing if they are aware or suspect that the Pupil (or anyone in his or her immediate family) has an additional learning need and the Parents must provide us with copies of all written reports and other relevant information. Parents will be asked to withdraw the Pupil, without being charged Fees in lieu of notice if, in the professional judgement of the Principal and after consultation with the Parents and with the Pupil (where appropriate), the College cannot provide adequately for a pupil's special educational needs. Specialised Learning Support provided by the College will be charged as an extra cost.
57. **Moving up the College:** It is assumed that each pupil who satisfies the relevant criteria at the time will progress through the College. Parents will be consulted before the end of the Spring term (March) if there appears to be any reason why the Pupil may be refused a place at the next stage of the College. Parents must give a term's notice in writing (i.e. before the start of the Summer Term in Year 11) in accordance with the Provisions about Notice (in section H) if they do not intend their child to proceed to the next stage of the College, or a term's Fees in lieu of notice will be payable.
58. **College's Intellectual Property:** The College reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of the Pupil in conjunction with any member of staff and/or other pupils at the College for a purpose associated with the College. The College will acknowledge and allow to be acknowledged the Pupil's role in creation/development of intellectual property.
59. **Pupil's Original Work:** Copyright in the Pupil's original work, such as classroom work, prep or homework, projects, internal examination scripts, paintings and computer generated material, belongs to the Pupil. Most such work (but not examination scripts) will be returned to the Pupil when it is no longer required

for purposes of assessment or display. The Parents' consent for themselves and (so far as they are entitled to do so) on behalf of the Pupil, to our retaining such work at College premises until, in our professional judgement, it is appropriate to release the work to the Pupil. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Pupil's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Pupil by factors outside the direct control of the Principal and staff.

60. **Educational Visits:** A variety of educational visits will be provided for your child while a pupil here. The cost of some educational visits will be charged as an extra and added to the bill. Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents. The cost of the trip will be payable in advance. The Pupil is subject to College discipline in all respects whilst engaged in a College trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Pupil's safety and welfare, or to respond to breaches of discipline, will be added to the bill. Attendance on educational trips is dependent upon pupil's behavior record and the Principal has the discretion to disallow pupils from attending an educational trip if their behaviour in College warrants a concern or is not in line with the Colleges expectations and Behaviour Policy.

## **G Behaviour and Discipline**

61. **College Regime:** The Parents accept that the College will be run in accordance with the authorities delegated by the Board of Directors to the Principal. The Principal is entitled to exercise a wide discretion in relation to the College's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner and with procedural fairness when the status of the Pupil is at issue.
62. **Conduct and Attendance:** We attach importance to courtesy, integrity, tolerance, good manners, good discipline and respect for the needs of others. Parents warrant that the Pupil will take a full part in the activities of the College, will attend each College day, will be punctual, will work hard, will be well-behaved and will comply with the College Rules about the wearing of uniform.
63. **College Rules:** The College Rules and Regulations which apply are set out in the College Prospectus, Pupils' College Planners, Discipline Policy and other documents published from time to time. Parents are requested to read these documents carefully with the Pupil before they accept the offer of a place. Please refer to the Behaviour and Discipline Policy for full details of our College rules.
64. **College Discipline:** The Parents hereby confirm that they accept the authority of the Principal and of other members of staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of each pupil and the College community as a whole. The College's disciplinary policy which is current at the time applies to all pupils when they are on College premises, or in the care of the College, or wearing College uniform, or otherwise representing or associated with the College.
65. **Action taken:** A complaint or notification of misconduct will be looked into fully. The Pupil may be questioned and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Pupil's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action, and also to make arrangements for the Pupil to be accompanied and assisted by a parent, education

guardian or a teacher of the Pupil's choice. The full procedure for carrying out disciplinary action against pupils is outlined in our Behaviour and Discipline Policy. Issues relating to social media and use of ICT are outlined in our ICT and E Safety Policy.

66. **Procedural Fairness:** Procedures when looking into a complaint which could lead to expulsion, removal or withdrawal of the Pupil in any of the circumstances explained below shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Principal before a decision is taken in such a case. In the absence of a parent or an education guardian, the Pupil will be assisted by an adult (usually a teacher) of his/her choice. At all times staff within the College will act in accordance to our Safeguarding Policy.
67. **Divulging Information:** Except as required by law, the College and its staff shall not be required to divulge to Parents or others any confidential information or the identities of pupils or others who have given information which has led to the complaint or which Principal has acquired during a disciplinary issue.
68. **Drugs & Alcohol:** The Pupil may be given the opportunity to provide a urine sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of College discipline. A sample or test in these circumstances will not form part of the Pupil's permanent medical record. The use of drugs or alcohol on the College premises is strictly forbidden and will result in the permanent exclusion of the pupil
69. **Terminology:** In these Terms and Conditions "fixed term exclusion" means that the Pupil has been sent or released home for a limited period either as a disciplinary sanction or pending the outcome of a disciplinary review or a Disciplinary Panel Meeting. "Withdrawal" means that the Parents have withdrawn the Pupil from the College. "Permanent Exclusion" means that the Pupil has been required to leave ("asked to leave") the College permanently in the circumstances described below. "Released home" means that the Principal has consented to the Pupil being away from College for a specified period of time. "Exclusion" means that the Pupil may not return to College until arrears of Fees have been paid. "Exclusion" may also be used as a general expression covering any or all of the other expressions defined in this clause.
70. **Sanctions:** The College's current policies on sanctions are available to Parents on request before they accept the offer of a place. These policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the College or external community, detention for a reasonable period, withdrawal of privileges, or exclusion.
71. **Exclusion:** The Pupil may be formally excluded from the College if it is proved on the balance of probabilities that the Pupil has committed a very grave breach of College discipline or a serious criminal offence. Exclusion is reserved for the most serious breaches. The Principal shall act with procedural fairness in all such cases. The decision to permanently exclude a pupil from College will be taken by a Disciplinary Panel, made up of a Director, a member of the Academic Board and a member of the Senior Leadership Team. Parents will be given a copy of the Discipline and Behaviour Policy current at the time. The Pupil shall remain away from College pending the outcome of Panel's Hearing.
72. **Removal in other Circumstances:** Parents may be required, during or at the end of a term, to remove the Pupil, temporarily or permanently from the College, if, after consultation with the Pupil and/or Parent, the Principal is of the opinion that by reason of the Pupil's conduct or progress, the Pupil is unwilling or unable

to benefit sufficiently from the educational opportunities and/or the community life offered by the College, or if a Parent has behaved unreasonably or otherwise unacceptably towards the College or any of its members, including pupils, Academic Board members, staff or other parents. Unreasonable behaviour includes, but is not restricted to, threatening, abusive or aggressive behaviour. In these circumstances, Parents may be permitted to withdraw the Pupil as an alternative to removal being required. The Principal shall act with procedural fairness in all such cases, and shall have regard to the interests of the Pupil and Parents as well as those of the College.

73. **Leaving Status:** The expression "leaving status" has reference to whether the Pupil has been expelled, removed or withdrawn, and to the record which will be entered in to the Pupil's file as to the reason for leaving, and the Pupil's status as a leaver, and the transfer of the Pupil's work to another educational establishment and to the nature of the reference which will be given in respect of the Pupil, and also to the financial aspects of the Pupil's leaving. These and any other relevant matters of leaving status will be discussed by the Principal with the Parents and, where appropriate with the Pupil, at the time of the Principal's decision.
74. **Disciplinary Panel:** In cases of where the conduct of a pupil could warrant a permanent exclusion the parents and pupil will have the opportunity to go before the Disciplinary Panel to hear the case being made against the pupil and put forward their own case. The Panel will be made up of the Principal, A member of the Senior Leadership Team and a member of the Academic Board. Other key staff can be called to present information at this hearing, including the ALNCO; Pastoral & Wellbeing Assistant Headteacher; Form Tutor etc., but they will not have a role in making the final decision about the outcome for the pupil. In these cases, the decision of the Panel is final and there is no right to appeal. Please see the Behaviour and Discipline Policy for more details.
75. **Appeal over Exclusions:** The Parents have a right to appeal to the Academic Board over the Principal's decision to administer fixed term exclusion. Any appeal must be made, in writing, within five working days of the fixed term exclusion notification. There is no appeal for parents over the Disciplinary Panel's decision to administer a permanent exclusion.
76. **Complaints Procedures:** A complaint about any matter of College policy or administration not involving a decision to expel or remove the Pupil must be made in accordance with the College's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response. Complaints about the Principal should be made to an external independent company – EST-HR, and details of this can be found in the College's Complaints Policy.

### **H Notice Provision**

77. **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 received by the Principal personally or signed for by the College office on the Principal's behalf. It is expected that Parents will consult with the Principal or the Vice Principal (as appropriate) before giving notice to withdraw the Pupil.
78. **Provisional Notice** is valid only for the term in which it is given and only when written and accepted in writing by the Principal personally or the Vice Principal duly authorised for this purpose.

79. **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 and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession.
80. **"A Term's Notice"** to be given by Parents means notice given before the first day of a term and expiring at the end of that term. A term's notice must be given in writing if the Parents wish to cancel a place which they have accepted, or if Parents wish to withdraw the Pupil who has entered the College; or if, following the GCSE year or AS Level year, the Pupil will not return for the following year.
81. **Cancelling Acceptance:** The cancellation of a place which has been accepted can cause long-term loss to the College if it occurs after other families have taken their decisions about Collegeing for their children. A genuine pre-estimate of loss is fees for between one and 5 years. Nonetheless, the College agrees to limit the Parent's liability to a full term's fees less the Acceptance Deposit payable as a debt if less than a term's notice of cancellation has been given, or to the full amount of the Acceptance Deposit if more than a term's notice has been given. Cases of serious illness or genuine hardship may receive special consideration on written request.
82. **Withdrawal by Parents:** If the Pupil is withdrawn on less than a term's notice, or excluded for more than twenty-eight days for non-payment of Fees, Fees in lieu of notice less the Acceptance Deposit will be immediately due and payable as a debt at the rate applicable to the term in question unless the place is filled immediately and without loss to the College. The charge of a term's Fees represents a genuine pre-estimate of the College's loss in these circumstances, and sometimes the actual loss to the College will be much greater. This rule is necessary to promote stability and the College's ability to plan its staffing and other resources.
83. **Prior Consultation:** It is expected that a parent or duly authorised education guardian will in every case consult personally with the Principal or with the Vice Principal before notice of withdrawal is given.
84. **Withdrawal by Pupil:** The Pupil's decision to withdraw from the College shall, for these purposes, be treated as a withdrawal by the Parents.
85. **Discontinuing Extras:** A term's written notice is required to discontinue extra tuition such as Specialised Learning Support or a term's Fees for the extra tuition will be immediately payable in lieu as a debt.
86. **Termination by the College:** The College may terminate this agreement on one term's written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal. The College would not terminate the contract without good cause and full consultation with Parents and also the Pupil (if of sufficient maturity and understanding). The Acceptance Deposit would be refunded without interest less any outstanding balance of the account.

## **I FEES**

87. The fees due in any one academic year are those published for that academic year and are payable in full or by the date specified on the invoices. The commencement of a Student's study at the College is dependent on payment having been received by the College.

88. Fees are subject to periodic review. Any fee increases announced from 1st January to 31st July will be effective from 1st December. Any fee increases announced from 1st August to 31st December will apply to the following year's September payment.
89. Fees which remain unpaid two weeks after the date for payment specified on the relevant invoices, will be subject without exception to a £200 late payment charge. If alternative payment arrangements are made under paragraph 9.7 below, the £200 surcharge will apply immediately if any of the agreed alternative instalment dates are not met.
90. If fee payments become overdue, the College also reserves the right to:
- suspend or cancel tuition and to charge interest on the outstanding balance at the rate of 5% above the base rate of Lloyds Bank per month or part thereof; and/or
  - execute a lien over all property belonging to the Student/Parent/Guardian or in the possession of the same whilst at the College.
91. Fees remain payable if notice of withdrawal has not been given in accordance with the conditions found in paragraph 10 below.
92. Parents/Guardians will indemnify the College against all costs and expenses (including any legal costs and expenses on a full indemnity basis) incurred or sustained by the College in recovering sums due in each case without prejudice to any other rights or remedies available to the College.
93. Students not subject to withdrawal or expulsion may leave College before the date specified as the end of the academic year or term but if a Student leaves College early in such circumstances fees will not be reduced or refunded.
94. Parents/Guardians who may have difficulty in meeting biannual payment requirements, should discuss their situation at the earliest possible opportunity with the College's finance department to see if any alternative arrangements could be made, for example payment by alternative instalments. If any such alternative arrangements are made they must be confirmed in writing by the College's finance department.
95. The College is not obliged to issue any reductions in fees for any reason.
96. Fees for individually arranged one-to-one lessons missed by students are payable unless authorised by the Director of Studies.
97. Students receiving a College scholarship will be subject to the Scholarship Conditions.
98. Any payments made to the College, which are not honoured, will be subject to a bank administration charge of £25 per unpaid item.
99. Payments can be made to the College by cheque, bank transfer or electronic transfer. The Student's name and reference must always be included on the transfer document, indicating that the transfer is in respect of College fees. Bank charges and commission for both the sending and receiving banks should

be paid by the sender of funds or they will be applied against the Student's Confirmation Deposit in line with paragraph 7.2 above. Cheques delivered at any time after the first day of term will be presented immediately and will not be considered as payment until cleared.

100. Fee communications will be sent to the person responsible for paying the fees unless written instructions are received by the College to the contrary. Payment of fees shall be in pounds sterling.

101. "Fee" and "Fees" where used in these Terms and Conditions include each of the following charges where applicable: Registration Fee; Acceptance Deposit; Overseas Deposit; Tuition Fees; Fees for extra tuition; other extras such as photographs and other items ordered by the Parents or the Pupil and charges arising in respect of educational visits, and damage where the Pupil alone or with others has caused wilful loss or damage to College property or the property of any other person (fair wear and tear excluded) and late payment charges if incurred.

102. **Money Laundering:** In some circumstances the College will need to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying Fees.

103. **Debt Recovery:** Fees that are not paid before the College term to which they relate or breached instalment agreements will be regarded as a debt and recovered; external debt recovery assistance will be contracted when appropriate. Cardiff Academy will charge any costs associated with debt recovery to the Fees account, this may include, but is not limited to legal costs, debt recovery charges, court costs and interest charges.

104. **Debt Management:** The Cardiff Academy Limited debt management process is:

I. On breach of payment terms or agreement a first letter will be sent to the account holder/s with current account statement requesting payment of all fees due within 30-days.

II. After 30-days without settlement of fees due or agreement, second letter requesting payment with 14-days.

III. After a further 14-days if payment remains outstanding without agreement a third and final letter will be sent notifying the account holder that College places will be withdrawn in 14-days and recovery action commenced without further notification if payment or agreement is not made.

## **J Events Beyond the Control of the Parties**

105. **Force Majeure:** An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

106. **Notification:** If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

107. **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 95 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

## **K General Contractual Matters**

108. **Management:** It is our intention that the Terms and Conditions will always be operated so as to achieve a balance of fairness between the rights and needs of parents and pupils, and those of the College community as a whole. We aim to ensure that the College, its culture, ethos and resources are properly managed so that the College, its services and facilities can develop. We aim also to promote good order and discipline throughout our College community and to ensure compliance with the law.

109. **Legal Contract:** The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions.

110. **Change:** This College, as any other, is likely to undergo a number of changes during the time your child is here. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the College Rules and Regulations, the disciplinary framework, and the length of College terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the College. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

111. **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 words above or in combination, infringe the Consumer Rights Act 2015 or any other 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.

112. **Consultation:** It is not practicable to consult with parents and pupils over every change that may take place. Whenever practicable, the College will use reasonable endeavours to ensure that parents will be consulted and where possible given at least a term's notice of a change of policy, change in any physical aspect of the College which would have a significant effect on their child's education or pastoral care, or a change of ownership.

113. **Representations:** Our prospectus and website describe the broad principles on which the College is presently run and gives an indication of our history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the College. Parents wishing to place specific reliance on a matter contained in the prospectus or website, or a statement made by a member of staff or a pupil during the course of a conducted tour of the College or a related meeting should seek written confirmation of that matter before entering this agreement.

114. **Third Party Rights:** Only the College and the Parents are parties to this contract. The Pupil is not a party to it. The acts and omissions of Parents are binding on the Pupil and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Pupil and vice versa.

115. **Interpretation:** These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions. Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.

116. **Jurisdiction:** This contract was made at the College and is governed exclusively by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales



**Cardiff  
Academy**