



## Terms and Conditions

### 1 Terminology

- 1.1 **College:** means KLDC Sixth, which is a trading name of Lewis Conservatoire Limited.
- 1.2 **Principal:** means the Principal of the College. The Principal is responsible for the day-to-day running of the College.
- 1.3 **Parents or You:** means any person who has signed the Registration Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these Terms and Conditions.
- 1.4 **Parental Responsibility:** means those who have Parental Responsibility (i.e. legal responsibility for the student) are entitled to receive relevant information concerning the student whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the student.
- 1.5 **Student:** means the individual named on the Registration Form.

### 2 Introduction

- 2.1 **Terms and Conditions:** These Terms and Conditions together with:

- 2.1.1 the Letter of Offer;
- 2.1.2 the Conditions of Offer if applicable;
- 2.1.3 the Application Form;
- 2.1.4 the Registration Form; and
- 2.1.5 the Fees List

form the basis of a legally binding contract between the Parents and the College for the provision of educational services. These Terms and Conditions are intended to promote the education and welfare of students and the stability, forward-planning, proper resourcing and development of the College.

- 2.2 **Variations:** these Terms and Conditions and the fees list are subject to change from time to time.
- 2.3 **Fees and Notice:** The rules concerning Fees and Notice are of particular importance and are set out in Section 3 and Section 7.
- 2.4 **Managing change:** The College, as any other college, may undergo change during the time your child is a student here. Please see Section 11 for further details of the changes that may be made and the consultation and notice procedures that will apply.

### 3 Admission and Entry to the College

- 3.1 **Registration and Admission:** Applicants will be considered as candidates for Admission and Entry to the College when the Application and Registration Forms have been completed and returned to us and the Registration Fee paid. Admission will be subject to the availability of a place and the Student and Parents satisfying the admission requirements at the relevant time. **Admission** occurs when the Parents accept the offer of a place. **Entry** occurs on the date when the Student attends the College for the first time under these Terms and Conditions.
- 3.2 **Equality:** The College is a specialist Performing Arts College. The College welcomes staff and young people from all backgrounds. We will do all that is reasonable to ensure that the College's culture, policies and procedures are made accessible to our community members who have disabilities to comply with our responsibilities under equality legislation in order to accommodate the needs of applicants and Students who have disabilities for which, after reasonable adjustments, we can cater adequately.
- 3.3 **Offer of a place and deposit:** The Registration Deposit will be payable when parents accept the offer of a place. This deposit will be deducted from the first terms fee invoice.
- 3.4 **Immigration:** The College does not hold a Child Student sponsor licence. The Parents must inform the Principal when returning a completed Registration Form or at any other time if their child does not have the right to live and study in the United Kingdom. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at the College.

### 4 Fees

- 4.1 **Fees:** may include alone or in combination any of the Registration Fee, tuition fees, fees for extra tuition, activities, other extras such as clothing and equipment, photographs or other items ordered by the Parents or the Student or charges arising in respect of educational visits, or damage where the Student 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), or bank charges arising from default in Fees payment or late payment charges if incurred.
- 4.2 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees applicable to each Term directly to the College. Fees must be paid on time, except where agreed otherwise in writing in advance with the Principal where a separate agreement has been made between the Parents and the College for the deferment of payment of Fees. Fees for each Term are due and payable as cleared funds before the commencement of the College Term to which they relate. Fees remain payable during any periods of absence including sickness, holidays, public and bank holidays and on occasions when the College may have to close due to circumstances beyond our control. The College reserves the right to refuse a payment if it is not satisfied as to the identity of the payer or the source of the funds.
- 4.3 **Payment of Fees by a third party:** An agreement with a third party (such as an employer, grandparent, step-parent without parental responsibility or third party credit provider) to pay the

Fees or any other sum due to the College does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these Terms and Conditions unless an express release has been given in writing, signed by the Principal. The College reserves the right to refuse a payment from a third party.

- 4.4 **Indemnity:** The Parents shall indemnify the College against all losses, expenses (including legal expenses) and interest suffered or incurred by the College if the College is required to repay all or part of any sum paid to it by a third party credit provider on behalf of the Parents.
- 4.5 **Refund or waiver:** Save where there is a legal liability under a court order or under the provisions of this contract to make a refund, Fees will not be refunded or waived if:
- 4.5.1 the Student is absent through illness; or
  - 4.5.2 a Term is shortened or a vacation extended; or
  - 4.5.3 the Student is released home before the normal end of a Term; or
  - 4.5.4 the College is temporarily closed due to public or bank holidays, adverse weather conditions or other circumstances beyond our control; or
  - 4.5.5 for any reason other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship.
- See also Section 9 for information about events beyond the control of the parties.
- 4.6 **Instalment arrangements:** An agreement by the College to accept payment of current and/or past and/or future Fees by instalments is concessionary and will be subject to separate agreement(s) between the Parents and the College. Where there are inconsistencies between these Terms and Conditions and those of any instalment agreement or invoice issued by the College to the Parents (as applicable), the Terms and Conditions of the instalment agreement or the invoice shall prevail.
- 4.7 **Scholarships and bursaries:** Every scholarship or other award or concession is a discretionary privilege, subject to maintaining high standards of attendance, diligence and behaviour on the Student's part and to the Parents treating the College and its staff reasonably. Any value attached to a scholarship shall be deducted from Fees before an invoice is created.
- 4.8 **Fees increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase they may give to the College written Notice of Withdrawal of the Student within 21 days and will not be liable to pay Fees in lieu of Notice.
- 4.9 **Identity of Fees payer:** From time to time the College may need to obtain satisfactory evidence such as sight of a passport of the identity of a person who is paying Fees.

## 5 Educational matters

- 5.1 **Provision of education:** The College will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Student and to provide education to at least the standard required by law in the particular circumstances. The College will exercise reasonable care and skill in providing educational services for the Student but cannot guarantee that the Student will achieve their desired examination results or that results will be sufficient to gain entry to their educational establishments of choice.
- 5.2 **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Principal, is most appropriate to the College community as a whole. The curriculum includes teaching which actively promotes the fundamental

British values of democracy, the rule of law, individual liberty, and mutual respect for and tolerance of those with different faiths and beliefs. If the Parents have specific requirements or concerns about any aspect of the Student's education or progress they should contact the Vice Principal (Education), as soon as possible.

- 5.3 **Progress reports:** The College shall monitor the Student's progress and shall report regularly to the Parents by means of reports and/or parents' meetings.
- 5.4 **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Student, and about examination and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the College.
- 5.5 **Learning difficulties:** The College shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a "special educational need". The College staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties.
- 5.6 **Screening for learning difficulties:** The Head of Learning Development may suggest Parents seek further advice or a formal assessment, which will be at a cost to the Parents.
- 5.7 **Information about learning difficulties:** The Parents shall notify the College when completing the Application Form if they are aware or suspect that the Student has a learning difficulty and the Parents must provide the College with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Student, 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 Student (where appropriate), the College is unable to provide adequately for the Student's special educational needs. The College reserves the right to charge for the provision of additional teaching where it is lawful to do so.
- 5.8 **College's intellectual property:** The College reserves all rights and interest in any copyright, design right, registered design, choreography, patent or trademark (**intellectual property**) arising as a result of the actions or work of the Student in conjunction with any member of staff and/or other Students at the College for a purpose associated with the College. The College will acknowledge and allow to be acknowledged the Student's role in the creation/development of intellectual property.
- 5.9 **Student's intellectual property:** The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to the College retaining the Student's original work until, in the professional judgement of the Principal, it is appropriate to release the work to the Student. We will take reasonable care to preserve the Student's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the Principal or staff.
- 5.10 **Educational visits:** By signing the Registration Form or agreeing to be bound by these Terms and Conditions the Parents consent to the Student taking part in any educational visit.

Educational visits which:

- 5.10.1 Incur additional cost; or
- 5.10.2 require overseas travel; or
- 5.10.3 involve an overnight stay; or
- 5.10.4 occur during a weekend or College vacation; or
- 5.10.5 involve some element of high risk or adventure activity

will be subject to a separate agreement.

The cost of such a visit will be payable in advance and may be non-refundable depending on the trip. The Student shall be subject to College discipline in all respects whilst engaged in an educational visit. All additional costs (such as medical costs, taxis, air fares, or professional advice) incurred to protect the Student's safety and welfare, or to respond to breaches of discipline, will be added to the fees invoice. The College reserves the right to prevent the Student from taking part in an educational visit while overdue fees remain unpaid or if there are concerns regarding the Student's safety, welfare or behaviour.

## **6 Pastoral care**

- 6.1 **The College's commitment:** We will do all that is reasonable to safeguard and promote the Student's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Student's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the College community and the rights and freedoms of others.
- 6.2 **Complaints:** Any expression of dissatisfaction about action taken, or a lack of action by the College where the Parents seek action by us must be notified to the College as soon as practicable.
- 6.3 **Student's rights:** The Student, if of sufficient maturity and understanding, has certain legal rights that the College must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with their parents.
- 6.4 **Principal's authority:** 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 Student's welfare.
- 6.5 **Ethos:** The ethos of the College is to foster good relationships between Students and between members of staff and Students. Bullying, harassment, victimisation and discrimination will not be tolerated. The College and its staff will act fairly in relation to the Student and the Parents and we expect the same of the Student and the Parents in relation to the College or its staff.
- 6.6 **Physical contact:** The Parents consent to such physical contact with the Student:
- 6.6.1 as may accord with good practice; or
  - 6.6.2 as may be appropriate and proper for teaching and instruction; or
  - 6.6.3 for providing comfort to the Student in distress; or
  - 6.6.4 to maintain safety and good order; or
  - 6.6.5 in connection with the Student's health and welfare.

The Parents also consent to the Student participating in contact and non-contact activities and other activities as part of the normal College programme or extra-curricular programme. The Parents acknowledge that while the College will provide appropriate supervision the risk of injury cannot be eliminated.

- 6.7 **Disclosures:** The Parents must disclose on the Application Form or as soon as possible, disclose to the College in confidence:
- 6.7.1 any known medical condition, health problem or allergy affecting the Student;

- 6.7.2 any history of a learning difficulty on the part of the Student;
- 6.7.3 any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Student;
- 6.7.4 any family circumstances or court order which might affect the Student's welfare or happiness;
- 6.7.5 any concerns about the Student's safety;
- 6.7.6 if it is the Parents' intention that the Student is to be cared for and accommodated by someone who is not a close relative for a period of 28 days or more.
- 6.8 **Confidentiality:** The Parents authorise the Principal to override their own and (so far as they are entitled to do so) the Student's rights to confidentiality, and to impart confidential information on a need-to-know basis where necessary to safeguard or promote the Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the College. In some cases, members of staff may need to be informed of any particular vulnerability the Student may have. The College reserves the right to monitor the Student's use of:
  - 6.8.1 e-mail;
  - 6.8.2 the internet; and
  - 6.8.3 mobile electronic devices.
- 6.9 **Special precautions:** The Principal needs to be aware of any matters that are relevant to the Student'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 Student for whom any special safety precautions may be needed. 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 Student or any other member of the College community.
- 6.10 **Communications from parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the College to be received from both Parents.
- 6.11 **Photographs or images (including video recordings):** The College may obtain and use photographs or images (including video recordings) of the Student for:
  - 6.11.1 use in the College's promotional material such as the prospectus, the website or social media;
  - 6.11.2 press and media purposes;
  - 6.11.3 educational purposes as part of the curriculum or extra-curricular activities.
- 6.12
- 6.13 **Transport:** The Parents consent to the Student 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.
- 6.14 **Student's personal property:** The Student is responsible for the security and safe use of all their personal property including money, mobile phones, keys, watches, electronic devices, musical instruments and sports equipment, and for property lent to them by the College.

- 6.15 **Insurance:** The Parents are responsible for insurance of the Student's personal property whilst at College or on the way to and from College or any College-sponsored activity away from College premises.
- 6.16 **College's 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 Student or the Parents or for loss or damage to property.

## **7 Health and medical matters**

- 7.1 **Medical declaration:** Before the Student enters the College the Parents will be asked to disclose any medical issues concerning the Student's health and must inform the Principal in writing if the Student develops any known medical condition, health problem or allergy, or will be unable to take part in activities, or has been in contact with anyone with an infectious or contagious disease.
- 7.2 **Medical care:** The Parents must comply with the College's recommendations which may include a reasonable decision to release the Student home when they are unwell.
- 7.3 **Student's health:** Due to the physical nature of the course, the Principal may at any time require a medical opinion or certificate as to the Student's general health where the Principal considers it necessary as a matter of professional judgement in the interests of the Student and/or the College community. The Student, if of sufficient age and maturity, is entitled to insist on confidentiality which can be overridden in the Student's own interests or where necessary for the protection of other members of the College community.
- 7.4 **Medical information:** Throughout the Student's time as a member of the College, the College shall have the right to disclose confidential information about the Student if it is considered to be in the Student'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.
- 7.5 **Emergency medical treatment:** The Parents authorise the Principal to consent on their behalf to the Student receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Student's welfare and if the Parents or a second emergency contact cannot be contacted in time.

## **8 Behaviour and discipline**

- 8.1 **Conduct and attendance:** We attach importance to kindness, integrity, good discipline and respect for the needs of others. The Parents warrant that the Student will take a full part in the activities of the College, will be punctual, will work hard, will be well-behaved and will comply with the College rules about the wearing of uniform and general appearance.
- 8.2 **College discipline:** The Parents 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 the Student and the College community as a whole. The College's behaviour policy which is current at the time and published on the College website applies to all Students at the College and at all times when the Student is in or at College, representing the College or wearing College uniform, travelling to or from College, on College-organised trips or associated with the College at any time. The policies shall also apply at all times and places in circumstances where failing to apply this policy may affect the health, safety or wellbeing of a member of the College community or a member of the public, have repercussions for the orderly running of the College or bring the College into disrepute.
- 8.3 **Investigative action:** Any complaint or rumour of misconduct will be investigated. The Student may be questioned and their belongings may be searched in appropriate circumstances. All reasonable

care will be taken to protect the Student's human rights and freedoms. The Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, unless the College is prevented from doing so by the police if they are involved.

- 8.4 **Divulging information:** Except as required by law, the College and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of Students or others who have given information which has led to the complaint or which the Principal has acquired during an investigation.
- 8.5 **Expulsion:** The Student may be formally expelled from the College if it is proved on the balance of probabilities that the Student has committed a grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Principal shall act with procedural fairness in all such cases. The Principal's decision to expel shall be subject to a Review by the Ambassadors if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Student shall be suspended from the College pending the outcome of the Review.
- 8.6 **Fees following expulsion:** If the Student is expelled, there will be no refund of Fees for the current or past terms. There will be no charge to Fees in lieu of Notice but, save for any contrary provisions in any other agreement made between the Parents and the College, all arrears of Fees and any other sums due to the College will be payable.
- 8.7 **Removal in other circumstances:** The Parents may be required to remove the Student permanently from the College if, after consultation with the Parents and if appropriate the Student, the Principal is of the opinion that:
- 8.7.1 the Student has committed a breach or breaches of College rules or discipline for which removal is the appropriate sanction; or
  - 8.7.2 by reason of the Student's conduct, behaviour or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities and / or the community life offered by the College; or
  - 8.7.3 if the Parents have, in the Principal's opinion, treated the College or members of its staff unreasonably; then

in these circumstances, and at the sole discretion of the Principal, Withdrawal of the Student by the Parents may be permitted 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 Student and the Parents as well as those of the College. The Principal's decision to require the removal of the Student shall be subject to an Ambassadors Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Student shall be suspended from the College pending the outcome of the Review.

## 9 Provisions about Notice

- 9.1 **Term:** means the period between and including the first and last days of the relevant College term as detailed on the College's website.
- 9.2 **Notice:** means (unless the contrary is stated in these Terms and Conditions) a Term's Written Notice given by a parent or any other person with Parental Responsibility for a Student. Where appropriate it is expected that the Parents will consult with the Principal before giving Notice to Withdraw the Student.

Notice will not be required upon completion of a course.



- 9.3 **Cancellation rights:** Parents have the right to cancel this contract at any time within 14 days of the day after We receive Your completed and signed Registration Form and deposit.
- 9.4 **Fees in lieu of Notice:** Fees in lieu of Notice means Fees in full at the rate applicable for the next Term following termination by the Parents on less than one full Term's Notice. The Parents acknowledge that the requirement to pay one Term's Fees in lieu of Notice is necessary to promote financial stability at the College and to enable it to plan its staffing and other resources.
- 9.5 **A Term's Written Notice:** means Notice given before the first day of a Term and expiring at the end of that Term.
- 9.6 **Prior consultation:** It is expected that the Parents, or duly authorised education guardian, will consult personally with the Principal or Vice Principal before Notice of Withdrawal is given by the Parents.
- 9.7 **Discontinuing extra tuition:** One half of a Term's Written Notice is required to discontinue extra tuition or one half of a Term's Fees for the extra tuition will be payable.
- 9.8 **Termination by the College:** The College may terminate this contract:
- 9.8.1 on one Term's notice in writing sent by ordinary post. The College will not terminate this contract without good cause and full consultation with the Parents and also the Student (if of sufficient maturity and understanding). Any outstanding balance of Fees will be refunded;
  - 9.8.2 on reasonable notice if in the professional opinion of the Principal, the College is unable to provide all or a significant proportion of the educational services to the Student;
  - 9.8.3 immediately where the Student does not have the appropriate immigration permission to live in the United Kingdom and to study at the College.

## 10 Events beyond the control of the parties

- 10.1 **Force Majeure:** An event beyond the reasonable control of the College or the Parents is 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.
- 10.2 **Notification:** If either the College or the Parents are prevented from or delayed in carrying out its contractual obligations 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.
- 10.3 **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 10.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification may terminate this contract by providing at least three working days' notice in writing to the other party.

## 11 General contractual matters

- 11.1 **Data protection:** The College has a Privacy Notice which explains how the College will use the Parent's and the Student's personal data. The Privacy Notice is published on the College's website. The Parent and Student must read the Privacy Notice in full before signing the Registration Form.

- 11.2 **Change:** The College, as any other, may undergo a number of changes during the period of this contract. 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 procedures, 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 contract may be freely assigned to another party at the discretion of the College.
- 11.3 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any words alone or in combination infringe consumer rights laws 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. Nothing in these Terms and Conditions affects the Parents' statutory rights.
- 11.4 **Consultation:** It is not practicable to consult with the Parents and the Student over every change that may take place. Whenever practicable, the College will use reasonable endeavours to ensure that the Parents will be consulted and where possible given at least a Term's notice in writing of:
- 11.4.1 a change in any physical aspect of the College which would have a significant effect on the Student's education or pastoral care; or
- 11.4.2 a change of ownership of the College.
- 11.5 **Information for parents:** We provide parents of prospective Students with information about the College and the educational services we provide in good faith. This information may be contained in the College's prospectus/website/promotional literature or in statements made by staff or Students during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this contract they should seek specific confirmation from the Principal or Vice Principals that the information is accurate before returning a completed Registration Form to the College.
- 11.6 **Interpretation:** These Terms and Conditions supersede any 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.
- 11.7 **Jurisdiction:** This contract was made at the College and it, together with each matter relating to the provision of educational services by the College, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.