

**ELIZABETH COLLEGE  
TERMS AND CONDITIONS**

**(FOR THOSE WITH PARENTAL RESPONSIBILITY OF PUPILS AT ELIZABETH COLLEGE)**

**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 notice given in writing prior to the first day of the term before the term to which the notice relates.

Pursuant to the Terms and Conditions the notice must be sent to the College in respect of:

- (1) The Michaelmas Term – no later than the first day of the Trinity Term;
- (2) The Lent Term – no later than the first day of the Michaelmas Term;
- (3) 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 pupil aged 18 or over;

"**College Policies**" means the College Policies for each part of the College which are set out on the College website ([www.elizabethcollege.gg](http://www.elizabethcollege.gg)) or otherwise available from the College at any time upon request and form part of these Terms and Conditions.

They may be varied from time to time. The Policies clarify the responsibilities of parents, pupils and the College and include areas such as, but not limited to:

- Privacy Notice;
- Taking, Storing and Using Images of Children Policy;
- Safeguarding Policy; and
- Complaints Policy.

"**College website**" means the College website at [www.elizabethcollege.gg](http://www.elizabethcollege.gg).

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

"**deposit**" means the amount set out and referred to as the deposit in the Letter/Email of Offer;

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

"**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;

**"parental responsibility"** is as defined in The Children (Guernsey and Alderney) Law 2008.

**"pupil/student"** In other documentation **"pupil"** usually refers to a child attending the Junior Division of Elizabeth College and **"student"** usually refers to a child attending the Senior Division. For the purposes of these Terms and Conditions **"pupil"** refers to any child attending either Division of Elizabeth College.

**"The Principal"** is the person appointed by the Board of Directors of the College to be responsible for (or to share in the responsibility for) the pupil and the day-to-day running of the College, including anyone to whom such duties have been delegated.

**"The Prospectus"** describes the broad principles on which the College is run and gives an indication of our history and ethos. Parents wishing to place specific reliance on a matter contained in it should seek written confirmation of that matter before agreeing to these Terms and Conditions.

**"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 remains available on the College's website and from the College at any time upon request;

**"The Parent and Student Handbook (Parents' Information Booklet at ECJS)"** gives information about the ethos and rules at the College. Each pupil and parent must read and comply with the Parent and Student Handbook/Parents' Information Booklet. Parents wishing to place specific reliance on a matter contained in it should seek written confirmation of that matter before agreeing to these Terms and Conditions.

**"term"** means the period between and including the first and last days of each College term 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"** or the **"College"** means the legal entity carrying on as the College as identified in Clause 1.2 below; and

**"you"** or the **"parents"** means each person who has signed the Acceptance Form as a holder of parental responsibility for the child, or a person who with the College's express written consent replaces a person who has signed the Acceptance Form.

In these Terms and Conditions we sometimes provide illustrative examples to try to provide you with a better understanding of what we are referring to. We do this by using the words **"for example"**, **"includes"** or **"including"**. When we do use these words, it means that the examples that are 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 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. The College is Elizabeth College which includes the Senior Division known as the Upper School and the Junior Division incorporating Beechwood and Acorn House, known collectively as Elizabeth College Junior School (ECJS), 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 varied from time to time) form the terms of an agreement (the "**Contract**") between you and the College. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

## 2. Admission to Elizabeth College

2.1 Registration. Pupils will be considered as candidates for admission to the College when the Registration Form has been completed and returned to us and the non-returnable registration fee has been paid. Admission will be subject to the availability of a place and the pupil satisfying the admission requirements at the time. Entry at age 11 is by assessment. At 16, pupils may enter the Sixth Form providing they have achieved a satisfactory performance at GCSE level (see clause 8.2). Pupils seeking admission to College at other ages will be required to complete an entrance assessment.

2.2 Entry Requirements for Elizabeth College Junior School (ECJS). ECJS Pre-School may assess children academically for entry. A transfer from Pre-School to the Reception Year is on the recommendation of the Pre-School Curriculum Co-ordinator in consultation with the Headteacher of ECJS and parents. All children, including those from other pre-schools, must show evidence that he or she has the ability to benefit from the academic education that ECJS offers, the intellectual potential to cope with the curriculum and the pace and standard of work. Concerns regarding the transfer will be discussed with parents at the earliest opportunity.

Children who wish to join ECJS Acorn House during Reception Year, Year 1 or Year 2 are asked to spend half a day at ECJS Acorn House with the appropriate age group. During this time the child will be assessed for Numeracy and Literacy and class teachers will observe their social skills. A written report from the current school may be requested at this stage. Places will be offered to those pupils who demonstrate the necessary potential.

Children will normally transfer to ECJS Beechwood at seven years of age. Pupils entering ECJS Beechwood in Years 3 to 6 are asked to spend half a day at ECJS Beechwood with the appropriate age group. During this time the child will be assessed for Numeracy and Literacy and class teachers will observe their social skills. Places are offered to these pupils who demonstrate the necessary potential with a view to attaining a place at the Upper School at the end of Year 6.

### 2.3 Foundation Bursary Places.

A number of places are allocated to pupils who are awarded bursaries. Please see the Foundation Bursary Policy for further information:  
[www.elizabethcollege.gg/admissions/bursaries](http://www.elizabethcollege.gg/admissions/bursaries)

2.4 When registrations exceed available places, applications will be considered in the following order:

- i) Those coming from ECJS Pre-School to Acorn House, from Acorn House to Beechwood or from Beechwood to the Upper School.
- ii) Those who have brothers or sisters already attending the College.
- iii) Children of staff employed at the College.
- iv) Those who are sons or daughters of Old Elizabethans.
- v) Chronological order of application to the College.

**3. Acceptance and Deposit**

3.1 How you accept our offer of a place. An offer of a place for your child at the College is accepted by your submission of the completed Acceptance Form and the paying of the deposit.

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.

3.3 How we use the deposit. The deposit will form part of the general funds of the College until it is credited without interest to payment of the first term's fees.

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

4.1 Notice required 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 give us a term's written notice to that effect. This means that if, for example, your child is due to start at the College in the Michaelmas Term then you would need to inform us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding Trinity Term.

4.2 If we receive a term's notice. If you provide a term's notice, you will lose the deposit, but no further fees will be payable.

4.3 If we do not receive that period of notice. If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start (or if no notice is provided at all) a term's fees in lieu of notice will be payable by you to the College upon demand as a debt. The College will credit the deposit you have paid 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, Supplementary Charges and Payment**

5.1 What the fees include. Unless set out in the Schedule of Fees or notified to you at any time, fees cover the normal curriculum and most books and stationery used in the usual course of educating your child.

5.2 What the fees do not include: supplementary charges and extras. We refer to any items charged to you in addition to the fees as supplementary charges or extras. By way of example, any extra-curricular activities (such as individual music lessons, visits and after-school care) in which you agree in advance your child may participate and which need to be paid for, will be supplementary to items met by the fees and charged for accordingly. The pupil is for these

purposes an agent of the parents. Damage done by a pupil, other than fair wear and tear, may be separately billed and must be paid as a supplementary charge.

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

Subject to travel restrictions, a variety of school trips both on and off island will be provided for your child while a pupil at Elizabeth College. Parents' prior consent will be sought through a separate agreement for a trip incurring additional costs. Significant costs eg flights and accommodation will be payable in advance. Other costs may be charged as extras on the termly bill. The pupil is subject to school discipline in all respects whilst engaged in a school 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 as extras to the bill.

**5.3 Who is responsible for payment.** Each of you who has signed the Acceptance Form and/or who has parental responsibility (excluding carers) is liable for all of the fees and supplementary charges which are due and payable to the College. This is because our Contract applies to each and all of you jointly and severally. Each person who signs the Acceptance Form or who has parental responsibility therefore has an individual responsibility to ensure that, between them, the fees and supplementary charges owing to the College are paid. In practice this means that if fees or supplementary charges have not been paid then in order to recover the outstanding payments, the College can seek payment of the full amount outstanding from either parent and you hereby waive all such right as you have under Guernsey law whether known as the "droit de division" or otherwise to require that any liability under the Contract be divided or apportioned with any other person or reduced in any manner whatsoever and waive the "droit de discussion" or otherwise to require that recourse be had to the assets of any other person before any claim is enforced against either of you or the third party in respect of the obligations hereby assumed. The College may withhold any information or property while fees are unpaid.

**5.4 Payment of fees by a third party.** An agreement with a third party to pay the fees or any other sum due to the College does not release parents from any liability under these Terms and Conditions unless an express release has been given in writing by the College. The College reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.

**5.5 How one person can be removed from their payment responsibility.** A person who has signed the Acceptance Form may be removed from their payment responsibility under this Contract by submitting a term's notice but that person must obtain the prior written consent of both the College and the other persons who have signed the Acceptance Form before submitting such notice. Otherwise, each of you remains liable to the College for all of the fees and supplementary charges due in accordance with Clause 5.3 above unless and until the College (without obligation to do so) has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplementary charges.

**5.6 How bursary awards are treated.** If your child has been awarded a bursary, your responsibility will be to pay for the amount of fees due after taking account of that award. An 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, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you)) no longer merits the continuation of the award. Any such withdrawal of an award will not operate so as

to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Principal that an award may be withdrawn from your child, you will be notified in advance. If within fourteen days following the withdrawal of a bursary 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.

**5.7 How the fees are charged and payment requirements.** The annual fees are divided into three equal parts and charged termly, regardless of the length of any term. Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on or before the first day of that term. Each term's fees will be included in a bill 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 direct debit on or before the first day of the term to which the bill relates.

Payment of fees by a method other than direct debit must be agreed in writing with the Bursar as additional administration will be involved and therefore charges may apply.

**5.8 Instalment arrangements.** The College also offers an instalment arrangement whereby the annual fees are paid by direct debit in not more than ten monthly instalments (unless otherwise agreed in writing by the College) within a period that does not exceed twelve months. In the event of a direct debit (or any other payment) being refused or returned, the College will immediately write to those liable requesting payment by bank transfer of the amount. Payment of an administration charge and any other fees, bank charges, costs or expenses that might be incurred due to the direct debit (or other payment) being refused or returned may also be requested. Payment must be received by the College within ten days of the date of the request for payment and if payment is not received within this period or not successfully processed through the banking system the College may cancel the instalment arrangement and may immediately take action to collect all outstanding fees.

**5.9 Payment of supplementary charges.** All supplementary charges for each term (and for other unpaid supplementary charges that were agreed during the previous term) will be included in the College's fees bill. All such supplementary charges must be paid in full by direct debit or direct bank transfer on or before the first day of the next term.

**5.10 Non-payment of fees.** We may refuse to allow your child to attend the College or withhold any references while fees remain unpaid or if there is a persistent failure by you to pay the fees on time. A pupil may be deemed withdrawn without notice 28 days after exclusion, at which time a term's fees in lieu of notice will be payable to the College.

**5.11 Non-payment of supplementary charges.** We may refuse to allow your child to participate in the relevant extra-curricular activity while the applicable supplementary charge for that activity remains unpaid.

**5.12 We can charge interest if you pay late.** If you do not make the required payment to the College by the due date for payment we may charge interest to you on the overdue amount at the rate of 5% above base rate per annum compound on outstanding fees and charges after 30 days from the first day of each term. Unless we notify you otherwise in writing, this interest will accrue on a monthly 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.

**5.13 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 supplementary charges from you (including reasonable legal costs, ie costs that would be allowable by the courts if judgment was made in the College's favour).

**5.14 We can notify other educational institutions of your outstanding payments.** In our absolute discretion we may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplementary charges.

**5.15 Our ability to increase the fees.** We will review our fees during the course of your child's education each year and may increase them. A term's written notice of an increase in the fees will be sent to you. 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 set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the College.

**5.16 Fees and supplementary charges will not be reduced due to your child's absence.** Fees and any agreed supplementary charges will not be reduced 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 public examinations, or stays at home following those examinations, or if a term is shorter than others (or shortened), or if a holiday is extended, no reduction of fees will be made in respect of any periods spent at home. Discretion to the conditions within this clause may be applied by the College.

**5.17 Information on your identity and the source of funds.** From time to time we may ask you to provide us with information that we consider to be satisfactory so that we can verify:

- your identity;
- your child's identity;
- the source of funds used to pay the fees.

You must provide the College with the information and documentation we ask for.

**5.18 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 account as it sees fit. 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 who attends/did attend the College.

The terms and conditions within Clause 5 are intended to protect those parents who pay fees on time and to safeguard the College against consequences of the defaults of others.

## **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 end of Year 13), you must either give the Principal a term's written 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 Term (ie, at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child prior to the first day of the preceding Trinity Term (ie, the final term of the preceding academic year) or pay the fees in lieu of notice referred to above.

6.2 Notice to withdraw your child from participating in an activity covered by a supplementary charge. If you wish to withdraw your child from an activity charged for as supplementary, you must either give a half-term's notice to that effect or pay to the College a half-term's charges for the activity in which your child has ceased to participate.

6.3 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 supplementary charges due, or to obtain a refund of fees or supplementary charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

6.4 Where GCSE results are not as expected in order to enter the Sixth Form. Discretion to this notice period may be applied by the College.

## **7. Suspension, Exclusion and Required Removal**

7.1 The Principal's discretion to suspend or exclude your child from the College. The Principal may in his or her sole 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 and the suspension or exclusion is in the College's best interests or those of your child or other children.

7.2 The Principal's discretion to require you to remove your child from the College. Instead of exclusion or suspension, the Principal may in his or her sole discretion require you to remove your child from the College temporarily or permanently if the Principal considers that:

7.2.1 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

7.2.2 your child's attendance or progress at the College is unsatisfactory and, 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.

7.2.3 In no circumstances shall the College or its staff be required to divulge to parent/s or others any confidential information or the identities of pupils or others who have given information which has led to the suspension, exclusion or removal of a pupil or which the Principal has acquired during an investigation.

7.3 What happens if your child is suspended, excluded or removed from the College

7.3.1 Should the Principal exercise his or her right under either Clause 7.1 or Clause 7.2 above you will not be entitled to any refund or remission of fees or supplementary charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed.



7.3.2 If your child is excluded or you are required to remove your child from the College, fees in lieu of notice will **not** be payable and any fees and/or supplementary charges that have been prepaid for or relating to any term after the exclusion/required removal will be refunded.

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

7.4 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.

7.5 Your right to have decisions to exclude or require the removal of your child reviewed. In the event of exclusion or of a pupil's removal being required, written application for a review of the decision may be made to the Board of Directors. Such an application must be received within seven days of the expulsion or removal.

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

8.1 The period of your child's schooling. Subject to these Terms and Conditions, the College will accept your child as a pupil of the College and register your child on the College's statutory register from the time of joining the College until the end of his or her secondary schooling, ie to the end of Year 13.

8.2 Entry to Sixth Form. The College shall not be obliged to permit your child to enter the Sixth Form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. 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. However, except where the College agrees otherwise in writing and even where the College has imposed conditions on entry into the Sixth Form, if you wish to withdraw your child prior to entering the Sixth Form, Clause 6.1 applies and you will either need to give us a term's written notice or pay us a term's fees in lieu of notice.

8.3 The scope of our duty to exercise reasonable skill and care for your child's education and welfare. The Principal is responsible for the care and good discipline of pupils while they are in the charge of the College or its staff and for the day to day running of the College and the curriculum. The Principal is not responsible, unless negligent, for a pupil who is absent from the College in breach of College discipline. While your child remains a pupil of the College, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school 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 he

or she is taking part in a College activity or otherwise under the direct supervision of a member of College staff.

8.4 Consent to participation in contact sports and similar 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.

8.5 What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the College's care, where practicable, all reasonable endeavours will be used to try to contact you to obtain your prior consent. However, if it is not practicable to contact you we are hereby authorised to make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).

8.6 Our right to make changes at the College. Our website and prospectus describe the broad principles on which the College is presently run. However, from time to time it may be necessary to make changes to any aspects of the College, including the curriculum or 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)).

8.7 We will give you notice of significant changes. Where practicable, we will give you a term's written notice of any planned changes that we regard as significant to your child's education. 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.

8.8 Monitoring your child's progress at the College. The College monitors each pupil's progress and parents will receive formal reports at the times specified in the Parent and Student Handbook (Parents' Information Booklet at ECJS).

8.9 Learning Enrichment. The College is able to offer support with literacy skills and/or study techniques to those pupils most in need, in order that they are able to access the full curriculum.

## **9. The Parents' Obligations**

9.1 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, including in particular by you fulfilling your own obligations under this contract.

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

9.2.1 maintaining a constructive relationship with College staff (including where the College is exercising its rights and performing its obligations under this contract and including in the tone, content, volume and/or nature of your communications with the College);

9.2.2 giving your support and encouragement to the aims of the College and to uphold and promote its good name;

- 9.2.3 encouraging your child in his or her studies, and giving appropriate support at home;
- 9.2.4 ensuring that your child maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress;
- 9.2.5 keeping the College up-to-date and informed of matters which affect or may affect your child (including circumstances which arise at any time that affect or may affect your ability to pay the fees and supplementary charges for your child);
- 9.2.6 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;
- 9.2.7 providing cooperation and assistance to the College so that your child can participate in, and benefit from, the College's provision of education; and
- 9.2.8 attending meetings and keeping in touch with the College where your child's interests so require.

9.3 *You must notify us of your child's health/medical conditions or special educational needs.* It is a condition of your child's 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, special educational need(s), disability or allergies that your child has or subsequently develops, whether underlying, long-term, or short-term, including any infections. You must also provide us, whether upon further request by the College or otherwise, any reports or other materials relevant to any of the same. 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.

9.4 *Circumstances where we may require you to keep your child away from College* If the College so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of whatsoever nature, in the absolute discretion of the College 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 use reasonable endeavours 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.

9.5 *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.

9.6 *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 supplementary 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. A parent 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.

9.7 We require you to nominate a responsible adult for us to contact in your absence. It is a condition of your child's joining and remaining at the College that you complete and submit to the College a parental absence form for your child. Amongst other things this form will nominate a responsible adult for your child who will be delegated the authority by you to make decisions relating to your child including where the College is not able to contact you.

9.8 We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. Each and all of you as the holders of parental responsibility for your child acknowledge and agree that, prior to and during your child's time at the College, the College is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9.9 below, you (and each of you) accept that the College is entitled to treat:

9.8.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and

9.8.2 any communication from the College to one of you as having been given to both of you.

9.9 We are entitled to require that notices of withdrawal must be signed by both parents. A notice of withdrawal of your child served under this contract must be in writing and signed by each of you as the 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).

9.10 You must notify us of your child's absence from 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 [office@elizabethcollege.gg](mailto:office@elizabethcollege.gg). Wherever possible the College's prior consent should be sought for absence from the College.

9.11 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, both of you will be absent from your main residential address 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.

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

9.13 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 Complaints Policy. A copy of the most up-to-date version of the Complaints Policy is on the College's website and is otherwise available from the College at any time upon request.

## **10. Insurance**

**10.1 Insurance.** 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. Your child is included in obligatory personal accident and dental insurance schemes, the charges for which are included in the list of supplementary charges.

**10.2 All other insurances.** All other insurances are the responsibility of parents including insurance of the pupil's personal property whilst at College or on the way to or from College or on any College sponsored activity away from the College. The College is not the agent of the parents for any purpose related to insurance.

**10.3 Pupils' personal property.** Pupils are responsible for the security and safe use of all personal property and are responsible for ensuring that all such property is clearly marked with the owner's name. A pupil may not bring any item of equipment onto College premises which runs off mains electricity (with the exception of BYOD (Bring Your Own Device) laptops) without the prior written permission of the Principal or Bursar.

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

**11.1 References for your child.** We may supply information and a reference in respect of your child to you, any educational institution which you propose your child may attend or, where applicable, to any prospective employer. We will take care to ensure that all information supplied by us relating to your child is accurate and any opinion given on ability, aptitude for certain courses and character is fair. Any references will be given conscientiously and with all due care and skill but otherwise without liability on the part of the College. All references will be confidential. We cannot be responsible 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.

**11.2 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, school records, photographs and audio-visual recordings, both whilst your child is at the College and after they have left, for the purposes of:

**11.2.1** managing relationships between the College and current pupils/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

**11.2.2** promoting the College to prospective pupils/parents, publicising the College's activities, and communicating with the College community and the body of former pupils through the EC Foundation.

In respect of Sub-Clause 11.2.2, this includes use of such information by the College in/on the College's Prospectus (in whatever format or medium it is produced/made available), the College's website and (where appropriate) the College's social media channels.

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

11.3.1 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

11.3.2 inform the College of any change to you or your child's circumstances or to information about you or your child that has previously been notified to the College, including relevant contact details.

11.4 We will send information about your child to both of you as a matter of course. Any person who has parental responsibility for your child is entitled to receive certain information about your child from the College (including school reports, correspondence and other materials relating to their progress, development and/or education generally). 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) or by any other legal requirement or obligation (for example, under data protection law). Where parents are separated or divorced, reports and other information will be sent to the person with whom the pupil normally resides unless otherwise informed.

11.5 Data Protection Law. The College will process personal 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. We will process such personal data:

11.5.1 as set out in this Clause 11, and in the College's Privacy Policy which is available on the College's website as may be amended from time to time;

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

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

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

## **12. Intellectual Property**

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

their parents and the College. The College will allow the pupil's role in the creation or development of intellectual property to be acknowledged.

### **13. Changes in Ownership or Legal Status**

If the ownership or legal status of the College changes, the College's rights and obligations under these Terms and Conditions will be deemed assigned to the new entity. We will always notify you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

### **14. Ending this Contract**

**14.1 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 7, the College may end this contract at any time by notice in writing to you, without any obligation to return any deposit or fees paid to you, if:

**14.1.1** you (or either of you) make a serious misrepresentation of facts or circumstances to us, or you (or either 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 misrepresenting at any point in time (and whether by act, omission or withholding of information on your part) that you and/or your child is legally entitled to enter, reside and/or study in Guernsey when in fact you/your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);

**14.1.2** you fail or refuse to provide us with information we consider to be satisfactory as to your identity, your child's identity or the source of funds used to pay the fees;

**14.1.3** you (or either of you):

- a) are unable, following our request, to demonstrate that you will be able to pay the fees and supplementary charges due under this contract;
- b) are otherwise unable to pay your debts as they fall due;
- c) are the subject of a bankruptcy petition or order; or
- d) you enter into an individual voluntary arrangement; or

**14.1.4** you otherwise do not comply with (ie, you breach) your obligations under this Contract such that we have a legal right to end the Contract, 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.

**14.2 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 Year 13.

**14.3 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 fees or supplementary charges. After this Contract ends, you and the College will keep any rights each has under, or as a matter of, general law.

## **15 Events outside of our, or your, control**

*15.1 What we mean by an "event outside of our/your control".* We mean any event beyond either your or our reasonable control including, by way of example, acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination. In the remainder of this Clause 15 we shall refer to such events outside of our/your control as an "event".

*15.2 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).

*15.3 Events lasting more than six 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 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.

*15.4 What happens if your child is affected by an event outside of your control.* Subject to Clause 5.16 (which means that you are not entitled to a refund or reduction in fees 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:

*15.4.1* 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;

*15.4.2* in circumstances where, following the efforts made and steps taken under Sub-Clause 15.4.1 above, your child is not able to participate and benefit from any level of provision of education by the College (whether at 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



15.4.3 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 College or remotely) for more than six 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.

## **16 Communications between you and the College**

16.1 Notices must be in writing. When this 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 to the Principal.

16.2 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 of any change of address(es) or other contact details.

16.3 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:

16.3.1 sent by email to the College to [principal@elizabethcollege.gg](mailto:principal@elizabethcollege.gg) and conditional upon the College confirming receipt;

16.3.2 delivered by hand to the College and conditional upon the College confirming receipt; or

16.3.3 sent to the College by recorded or other form of registered post requiring a signature upon receipt as proof of delivery.

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), if you provide notice under any of the clauses within these Terms and Conditions (which are the provisions dealing with withdrawing your child from the College) you telephone the College to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and within one week (during a school holiday period) after sending the notice.

## **17 The Law that applies to this Contract and where legal proceedings may be brought**

17.1 The law and jurisdiction that applies to the Contract. The Contract shall be governed by Guernsey law and be subject to the exclusive jurisdiction of the courts of the Island of Guernsey.

17.2 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.

## **18 These Terms and Conditions**

*18.1 Statutory rights.* Nothing in these Terms and Conditions affects the statutory rights of the parents. These Terms and Conditions supersede those elsewhere and will be construed as a whole.

*18.2 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 prior to the end of the penultimate term before the modifications are to take effect.