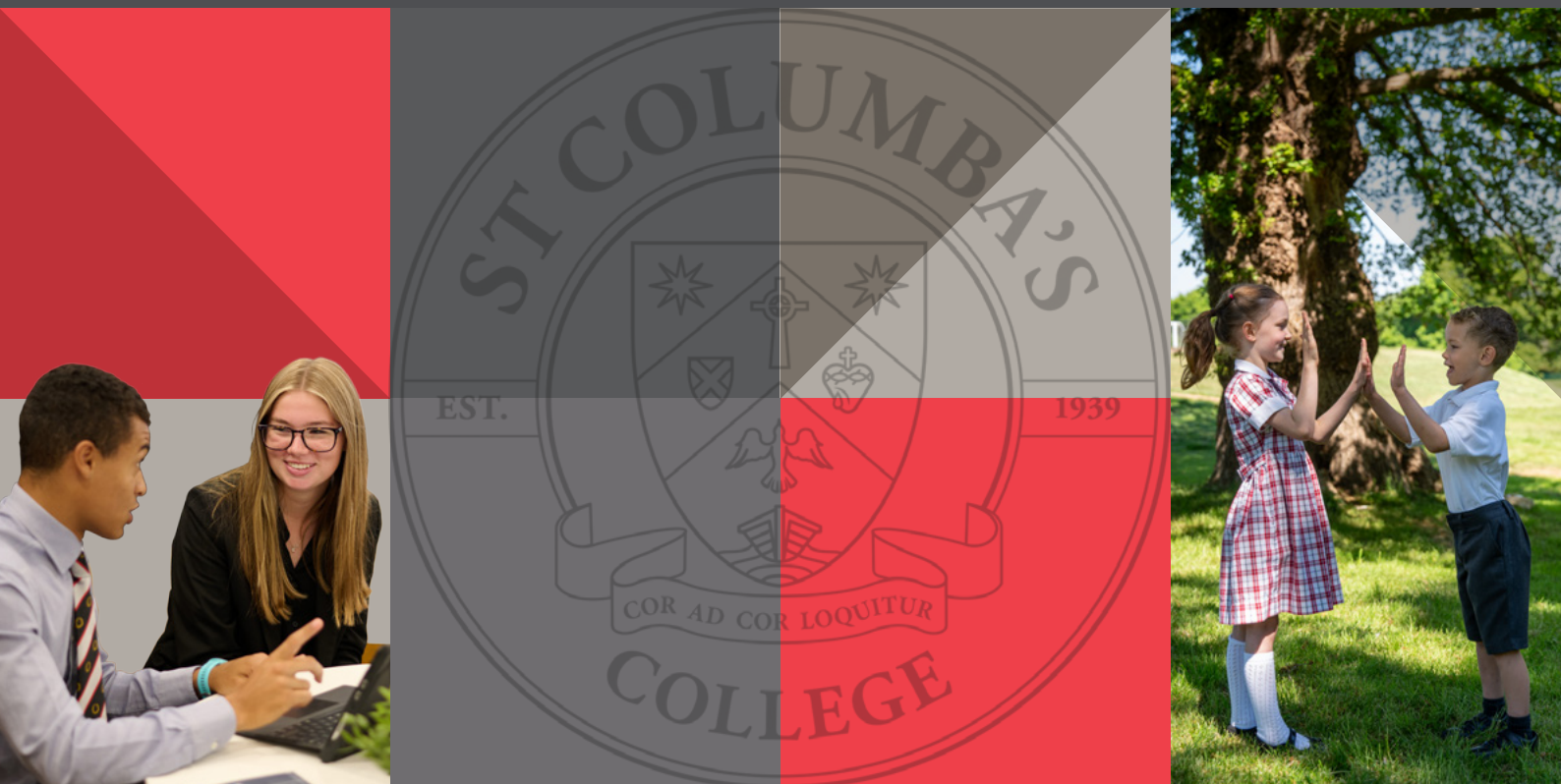




Where young
people are
**known,
valued &
treasured**

Parent Contract 2026

Effective 1st September 2026





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

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

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

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the Bursar to discuss.

1. Definitions

1.1 *Meanings of some words and phrases we use in these terms and conditions.* In these terms and conditions some words and phrases have 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;

“Child” means a child of whatever age admitted by the College to be educated, and includes any pupil aged 18 or over;

“Code of Conduct” means the body of rules of the College as may be amended from time to time for legal, safety or other substantive reasons, or in order to assist the proper administration of the College. A copy of the then current version of the rules is provided to each child on entry and is sent to parents with the Acceptance Form. Parents will be notified of subsequent changes to the rules. The Code of Conduct is published on the College website;

“Complaints Procedure” means the College’s procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the College. It is not intended to form part of the contract between you and the College. A copy of the most up-to-date procedure is on the College website and is available from the College at any time upon request;

“Conditions of Award” means the supplemental terms and conditions relating to the award of a bursary and/or scholarship;

“Contract” has the meaning given in [Clause 1.3](#) below;

“Deposit” means the amount set out and referred to as the deposit in the Acceptance Form (and that is separately set out in the Schedule of Fees);

“Education Services” means the College’s provision of classes, lessons and related or ancillary services (including pastoral and welfare services etc) to your child;

“Fees” means the annual College Fees (which are divided into three equal parts) plus any and all Specified Charges, being the total amount payable by you to the College for the Services each term;

“Fees in lieu of notice” means a term’s College Fees plus any non-optional Specified Charges, calculated in accordance with (as applicable) [Clause 3.3](#) or [Clause 5.1](#). Where applicable, fees in lieu of notice will be reduced to take account of any scholarship or bursary awarded to you;

“FIA Terms and Conditions” means the supplemental terms and conditions relating to the College’s fees in advance scheme;

“Head” means the person appointed by the Governors of the College to be responsible for the day-to-day running of the College, including anyone to whom such duties have been delegated;

“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;

“Services” means all the services to be provided by the College on the terms and subject to the conditions of this contract, including Education Services (which are covered by the College Fees) and any other services (which are covered by a Specified Charge);

“**School Fees / College Fees**” means the termly fees for the provision of Education Services as set out in the Schedule of Fees;

“**Specified Charges**” means the charges for each Service excluding Education Services;

“**Term**” means a term of the College as notified to parents from time to time and published on the College website. The College operates three terms in an academic year – Michaelmas (Autumn), Lent (Spring) and Trinity (Summer);

“**A term’s notice**” means **written** notice given not later than the first day of the term **before** the term to which the notice relates. If, you wish to withdraw your child with effect from the start of the Michaelmas (Autumn) term then a term’s notice means you need to tell us in writing about the withdrawal, at the latest, by the first day of the Trinity (Summer) term immediately before;

“**Terms and conditions**” mean 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 by using the words “**for example**”, “**includes**” or “**including**”, which are not exclusive or limiting examples of the matter in question.

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

1.2 *Who we are.* We are St Columba’s College and Preparatory School, a company registered in England and Wales. Our company registration number is 4228443, our charity registration number is 1088480 and our registered office is at King Harry Lane, St Albans, Hertfordshire, AL3 4AW. Our VAT registration number is 479 9962 95.

1.3 *Our contract with you.* The **Acceptance Form**, the **Schedule of Fees**, the **FIA Terms and Conditions** and these **Terms and Conditions** (as in each case may be amended from time to time) form the terms of the **contract** between you and the College. It is not intended that the terms of this contract shall be enforceable by your child or by any other third party.

2. **Acceptance and Deposit**

2.1 *How you accept our offer of a place.* An offer of a place for your child at the College is accepted by your submitting the completed Acceptance Form and paying the deposit by the deadline set out in our offer letter. Please note that if you do not accept our offer of a place by the deadline set out in our offer letter, our offer of a place for your child at the College may be withdrawn.

2.2 *The non-refundable status of the deposit.* **The deposit is not refundable if your child does not take up their place at the College.** The limited exception to this is where notice is given in accordance with [Clauses 3.2](#) below.

2.3 *How we use the deposit.* The deposit will form part of the general funds of the College. Unless otherwise stated in these terms and conditions, and unless you have indicated that you would like to donate the deposit to the College’s bursary fund, the deposit will be applied (without interest) as payment towards the final balance due to the College on your child’s leaving; and any amount remaining will be refunded to you.

2.4 *What happens to donated deposits.* Where you have indicated that you would like to donate the deposit to the College’s bursary fund an amount equal to the deposit will be paid out from the *general* funds of the College on your child’s leaving the College and that amount will be held on balance for you. In ticking the donation box set out in the Acceptance Form, you direct the College to apply the deposit on your behalf to the College’s bursary fund. You will be responsible for making the final payment of the Fees or other sums due to the College on your child’s leaving (unless otherwise stated in these terms and conditions). You agree to complete a Gift Aid declaration form as requested by the College in order that the College may reclaim Gift Aid on your donation.

2.5 *Requirement for you to increase the deposit amount.*

2.5.1 Where an offer of a place for your child to enter the Senior School is accepted, you must pay a further sum equivalent to the difference, if any, between the deposit already paid and the deposit payable for the Senior School to accept the place. [Clauses 2.2 to 2.4](#) above apply to the further sum you must pay to meet the Senior School deposit.

2.5.2 Where an offer of a place for your child to enter the Sixth Form is accepted, you must pay a further sum equivalent to the difference, if any, between the deposit already paid and the deposit payable for the Sixth Form to accept the place. [Clauses 2.2 to 2.4](#) above apply to the further sum you must pay to meet the Sixth Form deposit.

PLEASE READ THIS NEXT SECTION CAREFULLY -

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

3. **Withdrawing your acceptance of a place before your child joins the College**

3.1 *Notice to withdraw your acceptance of a place before your child joins the College.* **If you wish to withdraw your acceptance of a place BEFORE your child starts at the College, you must either give us a term’s notice to that effect or pay to the College fees in lieu of notice.** This means that if, for example, your child is due to start at the College in September (at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the first day of the preceding Trinity (Summer) term (i.e., the final term of the previous academic year) or pay the fees in lieu referred to above. The only exception to this is if we make an offer of a place in the term immediately before your child is due to join the College, in which case you must either give us notice within fourteen (14) days of the date you accept our offer (in accordance with [Clause 2.1](#)) or pay fees in lieu of notice.

3.2 *If we receive a term’s notice.* **If you provide notice in accordance with [Clause 3.1](#), no fees in lieu of notice will be payable but as you have not taken up your child’s place at the College you will forfeit the deposit.** The only exception to this is where you have provided notice in accordance with [Clause 3.1](#) above and the College actually fills the specific place created by your child’s withdrawal, in which case the College will refund the deposit to you less its costs in administering your dealings with the College or a reasonable estimate of those costs. You should be aware that in the event of a late withdrawal it is very unlikely that the College would be able to fill the vacancy created by your child’s withdrawal.

3.3 *If we do not receive that period of notice.* **If you do not provide us with notice in accordance with [Clause 3.1](#) (or if not notice is provided at all) fees in lieu will be payable by you and will become due and owing to the College upon demand as a debt.** The term’s fees will be charged at the rate applicable for the term when your child was due to start. The College will credit the deposit you have paid (without interest or any entitlement to repayment under [Clause 3.2](#) above) to the payment of the term’s fees you will owe us. Where applicable, such fees will be reduced to take account of any scholarship or bursary awarded to you.

3.4 *Sixth Form Places.* If your child has been offered a conditional place in the Sixth Form but fails to meet the required grades at GCSE (or equivalent) the College may withdraw the offer. In this case the deposit will be refundable, the contract will be terminated, and no fees will be due. **If your child achieves the required entry grades and you decide to withdraw your acceptance your deposit will be forfeited and a term’s Fees in Lieu of notice will be required in accordance with [Clause 3.3](#) above.**

4. **College Fees, Specified Charges and Payment**

4.1 *What the fees include.* Unless set out in the Schedule of Fees or notified to you at any time, the College Fees cover the provision of Education Services.

4.2 *What the fees do not include: Specified Charges.* The Specified Charges are payable in respect of each Service excluding Education Services. Some Specified Charges are optional, and others are not optional. By way of example, any extra-curricular activities (such as, trips and visits) in which you agree in advance your child may participate and which need to be paid for, will be supplemental to items met by the fees and charged for accordingly. In addition, all public examination fees shall be charged as supplemental charges. Additional charges incurred by the College in providing for the special educational needs of your child may also be charged as supplemental to the fees. Any and all Services which are optional are supplied independently from each of the other Services.

- 4.3 VAT and applicable taxes.
- 4.3.1 Except as expressly stated otherwise in the Schedule of Fees, all of the Fees are exclusive of VAT and any other taxes, which will be added (where applicable).
- 4.3.2 You may be required to reimburse the College for any costs or expenses we incur on your or on your child's behalf. If this happens, you must also reimburse the College for any VAT applicable on such costs or expenses, unless we are entitled to a credit or repayment from HMRC in respect of that VAT.
- 4.3.3 If the College at any time assesses (or HMRC at any time determines) that any of the Services supplied by the College under this contract are subject to VAT, and the College has not already charged you VAT on the applicable Fees for those Services, the College will promptly notify you and confirm the amount of VAT payable in respect of the relevant Fees and you will pay an amount equal to that VAT within fourteen (14) days of the College notifying you.

PLEASE READ THIS NEXT SECTION CAREFULLY -

it deals with your responsibility to pay the fees and supplemental charges.

- 4.4 Who is responsible for payment. **Each of you who has signed the Acceptance Form is liable for and must ensure that all of the Fees and specified charges due are paid to the College. This is because our contract applies to both of you together and each of you on your own.** Each person who signs the Acceptance Form therefore has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the College are paid. In practice this means that if any of the Fees have not been paid then the College can, in its discretion, choose to seek payment of the amount outstanding from either or both of you. The only exceptions to this are set out in Clause 4.5 immediately below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents or third parties relating to fees do not normally bind or apply to the College, and do not extinguish either of your responsibility for the Fees due under this contract.
- 4.5 How one person can remove him/herself from their payment responsibility and circumstances where the College may agree to accept payment from a person who has not signed the Acceptance Form and is not a party to this contract. A person who has signed the Acceptance Form may be removed from their payment responsibility under this contract but that person **must** obtain the prior written consent of **both** the College **and** the other person who has signed the Acceptance Form before submitting such notice. Otherwise, each of you remains liable to the College for all of the fees and supplemental charges due in accordance with Clause 4.4 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 specified charges. Separately, the College may agree in writing with each of you to accept payment from a third party (for example, a grandparent or employer), but this will not discharge your payment responsibility under this contract, unless we agree otherwise in writing. The College reserves the right to refuse payment from a third party unless there is a formal third-party agreement in place for the payment of Fees and specified charges.
- 4.6 How bursary and scholarship awards are treated. A bursary/scholarship or other award may be amended or withdrawn in accordance with the Conditions of Award **or** the terms upon which such award is made and/or if, in the opinion of the Head: (a) your child's attendance, progress and/or behaviour (and/or your behaviour or conduct (or the behaviour or conduct of one of you, including in relation to an application for the award)) no longer merit the continuation of the award; (b) the College decides not to continue providing the bursary/scholarship, either in whole or in part; or (c) you have withheld or misrepresented information as part of, or in connection with, your application for (or our award of) the bursary/scholarship. If your child has been awarded a bursary/scholarship which includes financial assistance (e.g., by way of fee remission):
- 4.6.1 your responsibility will be to pay the amount of Fees due after taking account of that award;
- 4.6.2 if you withhold or misrepresent information as part of your application, the College may withdraw the award with immediate effect on written notice to you and the College may demand repayment of the award in whole or in part; and

- 4.6.3 if, for any other reason, the financial assistance within the award is withdrawn or amended, the College will give you notice before the end of the penultimate term before the withdrawal or amendment. If you then wish to withdraw your child, you must give notice in accordance with (as applicable) Clause 3.1 or Clause 5.1.
- 4.7 How the fees are charged and payment requirements. The College Fees are divided into three equal parts and charged termly, regardless of the length of any term and regardless of your child's year group. **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 by direct bank transfer or cheque.** Each term's fees will be included in an invoice sent to you (or such other person(s) the College may have agreed separately shall pay the fees under Clause 4.5 above). **We may not allow your child to attend the College if you do not pay on time.**
- 4.8 Payment of Specified Charges. All Specified Charges for each term (and for other unpaid Specified Charges that were agreed during the previous term) will either be invoiced separately before the start of the next term **or** included in the College's invoice for the College Fees. All such Specified Charges must be paid in full by direct bank transfer or cheque on or before the first day of the next term.
- 4.9 Payment by instalments.
- 4.9.1 The College may agree that the Fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the College use the service of a third-party provider, and those responsible for paying those Fees will agree separately in writing with the third-party provider.
- 4.9.2 By exception, and in agreement with the College, payment of Fees to the College may be made by instalments. If we agree to do this, then the College and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid in not more than four (4) instalments (unless otherwise agreed in writing by the College) within a period that does not exceed twelve (12) months beginning with the date of the relevant invoice. The College will issue a separate invoice and schedule of instalments relating to the College Fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's College Fees. Payment of each agreed instalment should be made in accordance with the methods specified in Clause 4.7 above.

PLEASE READ THIS NEXT SECTION CAREFULLY -

it sets out what rights we have, and what action we may take, if fees and/or supplemental charges are not paid in accordance with these terms and conditions.

- 4.10 Consequences of non-payment or late payment. If you do not make any payment to the College by the due date for payment, we may:
- 4.10.1 refuse to allow your child to attend the College and withhold any references while the College Fees remain unpaid or if there is a repeated or persistent failure by you to pay the College Fees on time. This applies in addition to our right to terminate this contract under Clause 14;
- 4.10.2 refuse to allow your child to participate in or receive the relevant Service while the applicable Specified Charge remains unpaid;
- 4.10.3 charge interest on the overdue amount at the rate of 3 per cent a year above the base rate of the College's bank from time to time. This interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you;
- 4.10.4 charge you the costs we incur in recovering, or attempting to recover, any unpaid amount from you (including reasonable legal costs); and/or
- 4.10.5 inform any other school or educational establishment to which you propose to send your child of any non-payment or late-payment.

PLEASE READ THIS NEXT SECTION CAREFULLY -

it sets our right to increase the fees during the course of your child's time at the College.

- 4.11 Our ability to increase the Fees. We will review the College Fees during the course of your child's education (usually annually) and may increase them. Notice of an increase in the College Fees will be sent to you before the end of the penultimate term before the increase is to take effect. For example, if the College Fees are to increase at the start of the Michaelmas Term, we will notify you at the end of the preceding Lent Term. This will allow you time to consider the increase and, if you wish to withdraw your child from the College before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the College under Clause 5.1 below.
- 4.12 Our ability to increase the Specified Charges. We will review the Specified Charges and may increase them. Where practicable, we will try to give you notice of any material increases to the Specified Charges prior to the end of the penultimate term before the increase is to take effect. If you wish to withdraw your child from the activity which attracts the Specified Charge affected by the proposed increase, then you will have sufficient time to provide the required term's notice of withdrawal to the College under Clause 3.1 above or Clause 5.1 below.
- 4.13 Fees and specified charges will not be reduced due to your child's absence or the College's closure. Fees and any agreed specified 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 because we are providing Education 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), no reduction of fees will be made in respect of any periods spent at home.
- 4.14 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:
- 4.14.1 your identity;
 - 4.14.2 your child's identity;
 - 4.14.3 that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;
 - 4.14.4 your child's right to enter, live and study in the United Kingdom;
 - 4.14.5 the legitimate source of funds you are using to pay the Fees; and
 - 4.14.6 information provided to us as part of, or in connection with, an application for a bursary/scholarship award.
- You must provide the College with the information and documentation we ask for, including by any deadlines we might specify in writing.
- 4.15 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 at the College.
- 4.16 How fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the College. Where you and the College have entered into an agreement incorporating the FIA Terms and Conditions (i.e. where you have prepaid all or part of the College Fees due under this contract) you will still need to meet the difference (if any) between the amount per term prepaid under the FIA Terms and Conditions and the total Fees and other amounts due in respect of your child each term under this contract. The College will provide a termly statement of account in respect of the College Fees, Specified Charges and other amounts due, and the difference will be payable in accordance with the terms of this contract.

PLEASE READ THIS NEXT SECTION CAREFULLY -

it sets out what period of notice we require from you if you wish to withdraw your child from the College or remove your child from participating in an activity for which there is a supplemental charge.

5. Notice Requirements

- 5.1 Notice to withdraw your child from the College. **If you wish to withdraw your child from the College you must either give us a term's notice 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 (and not at the rate for the term when you gave notice).** For example, if you wish to withdraw your child with effect from the start of the Michaelmas (autumn) term then you would either need to tell us in writing on or before the first day of the preceding Trinity (summer) term or pay fees in lieu of notice (at the rate applicable for the Michaelmas (autumn) term). The College will credit the deposit you have paid (without interest or any entitlement to repayment under Clause 2.2 above) to the payment of any such fees in lieu of notice.
- 5.2 When the relevant amount in lieu of notice must be paid. In cases under Clause 5.1 above, the appropriate amount of fees in lieu of notice will become payable by you upon demand as a debt.
- 5.3 Notice to withdraw your child from participating in or from receiving a Service covered by a specified charge. If you wish to withdraw your child from participating in or receiving a Service which is covered by a specified Charge, you must either give a term's notice to that effect or pay to the College as a debt a term's specified charge for the relevant Service in which your child has ceased to participate or receive.
- 5.4 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 Specified Charges due, or to obtain a refund of Fees or Specified Charges, by withdrawing your child or by your child's ceasing to participate in or receive a Service part-way through a term.

6. Code of Conduct

- 6.1 Compliance with the Code of Conduct. It is a condition of remaining at the College that you and your child comply with the Code of Conduct. In addition, you must ensure that your child attends College punctually in accordance with our Student Attendance and Punctuality Policy (which can be found on the College website) and that your child conforms to any rules of appearance, dress and behaviour as we may issue (if not already included within the Code of Conduct). Pupils must attend the College on all notified College days throughout the standard College day and also for additional notified fixtures and activities unless written permission from the Head exempting such attendance is secured in advance.
- 6.2 We may undertake drugs and alcohol testing of your child. The College may undertake drug and alcohol testing of pupils in accordance with the Code of Conduct. The drug and alcohol clauses have been adopted for disciplinary purposes and with the aim of safeguarding the health and safety of all pupils.
- 6.3 Monitoring your child's telephone, email & messaging communications, internet and Wi-Fi use, and use of social media. **The College may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet and Wi-Fi use, and use of social media.** We may do this for various reasons, including ensuring compliance with the Code of Conduct or where it is appropriate or necessary for the College to do so in connection with the College's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.
- 7. Suspension, Exclusion and Required Removal**
- 7.1 The Head's discretion to suspend or exclude your child from the College. The Head may in his or her discretion suspend or, in serious or persistent cases, exclude your child from the College if the Head considers that your child's conduct or behaviour (including behaviour or conduct outside College or online) is unsatisfactory and the suspension or exclusion is in the College's best interests and/or those of your child or other children.

- 7.2 Where you can find examples of offences punishable by suspension or exclusion. The Code of Conduct set out examples of offences likely to be punishable by suspension or exclusion. These examples are not exhaustive, and the Head may decide that suspension or exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of your child's record at the College may be taken into account.
- 7.3 The Head's discretion to require you to remove your child from the College. Instead of exclusion or suspension, the Head may in his or her discretion require you to remove your child from the College if the Head considers that:
- 7.3.1 **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and or causes a breakdown of trust and confidence; and/or adversely affects (or is likely to adversely affect) your child's and/or other children's progress at the College, and/or the wellbeing of College staff; and/or brings (or is likely to bring) the College into disrepute (amongst the College community or the general public); and/or is not in accordance with your obligations under this contract; and/or
- 7.3.2 your child's attendance and/or progress at the College is unsatisfactory and/or in the reasonable opinion of the Head, the removal is in the College's best interests and/or those of your child or other children; and/or
- 7.3.3 separate to the Head's discretion to suspend or exclude your child under Clause 7.1, your child's conduct or behaviour (including conduct or behaviour outside College), is unsatisfactory and/or the required removal is in the College's best interests and/or those of your child and/or of other children; and/or
- 7.3.4 the College is unable to meet your child's needs, including cases where the College cannot reasonably accommodate adjustments or reasonably provide the level of support required by your child; and/or
- 7.3.5 the required removal is in the College's best interests (including our staff) and/or those of your child and/or of other pupils.
- 7.4 What happens if your child is suspended, excluded or removed from the College. Should the Head exercise his or her right under either Clause 7.1 or Clause 7.3 above:
- 7.4.1 you will not be entitled to any refund or remission of Fees or specified charges due (whether paid or payable) in or relating to the term in which your child is excluded, suspended or removed;
- 7.4.2 in respect of exclusions and required removals under Clause 7.3.1 and Clause 7.3.3, the deposit will be forfeited and retained by the College; and
- 7.4.3 in respect of exclusions and required removals, fees in lieu will not be payable and any Fees that have been prepaid for or relating to any term after the term in which the exclusion/required removal occurred will be refunded.
- 7.5 Impact of exclusion or required removal on this contract. This contract will terminate with immediate effect if your child is excluded or if you are required to remove your child from the College and the College will stop providing the Services.
- 7.6 Your right to have decisions to exclude or require the removal of your child reviewed. You are entitled to have any decisions taken by the Head to suspend, exclude or require the removal of your child under this Clause 7 reviewed. Any such review shall be governed by the relevant section of the Exclusions Policy which can be found on the College website.

8. The College's Obligations

- 8.1 The College is a Roman Catholic school, and all pupils are required to participate in its programme of religious education, charism education and respectfully attend to the prayers, services and retreat programmes offered by the College.
- 8.2 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 schooling. (i.e. to the end of Upper Sixth (Year 13).)
- 8.3 Moving Up the College The College shall not be obliged to permit your child to enter the Senior School / 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 Senior School / Sixth Form after the results of GCSE or equivalent examinations are known and may make entry to the Senior School / Sixth Form and / or the study of certain subjects conditional upon the results of such examinations. Where an offer of a place for your child to enter the Senior School from the Prep School or the Sixth Form from Form 5 (Year 11) is accepted, there is not usually a requirement to pay a further deposit. **However, even where the College has imposed conditions on entry into the Senior School / Sixth Form, if you wish to withdraw your child prior to entering the Senior School / Sixth Form, Clause 5.1 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.**
- 8.4 The scope of our duty to exercise reasonable skill and care. While your child remains a pupil of the College, we will exercise reasonable skill and care in the provision of the Services. This obligation will apply during College hours and at other times when your child is permitted to be on College premises or is participating in activities organised by the College. **We cannot accept any responsibility for the welfare of your child while off the College premises unless he or she is taking part in a College activity or otherwise under the direct supervision of a member of College staff.**
- 8.5 Consent to participation in trips and visits, in contact sports and other sports activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other sports and activities which may entail some risk of physical injury. You also consent to your child participating in trips and visits organised in the normal course of your child's schooling.
- 8.6 What happens if your child needs urgent medical attention. If your child requires urgent medical attention while under the College's care we will:
- 8.6.1 take action, for example, by contacting the emergency services;
- 8.6.2 try to contact you and, if we cannot contact you, try to contact any other named emergency contact or 'responsible adult';
- 8.6.3 share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child has); and
- 8.6.4 where necessary, deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional. This may include anaesthetic, operation or blood transfusion unless you have previously notified the College that you object to any such treatments.
- 8.7 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).
- 8.8 We will give you notice of significant changes. Where practicable, we will give you notice of any planned changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect. This will allow you time to consider the proposed change and, if you wish to withdraw your child from the College before the proposed change is set to take effect, then you have sufficient time to provide the required term's notice of withdrawal to the College under Clause 3.1 or Clause 5.1 above.
- 8.9 Your child's progress and needs at the College. We will monitor your child's progress at the College and produce regular written reports. **We will advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia, ADHD or other conditions.** A formal assessment in relation to any potential special educational needs or medical conditions may be required to enable the College to understand the nature and extent of your child's needs and what support it may be appropriate for the College to consider. Such assessments can be arranged either by you or by the College, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the College to understand what support may be appropriate for the College to consider, the College will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the College in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments. Please note that any additional support required in connection with your child's special educational needs may carry a Specified Charge.

- 8.9.1 Learning support can only be offered to pupils able to maintain the pace and level of the curriculum, albeit occasionally with the help and advice of the Learning Support Department. You may be asked to withdraw your child without being charged fees in lieu of notice if, in the opinion of the Head, the College cannot provide adequately for your child's special educational needs.
- 8.9.2 The College will determine the level of learning support it can provide on a case-by-case basis in light of the requirement to manage its resources effectively across the range of pupils with learning needs. The College reserves the right to make additional charges to parents for additional specialist learning support, which will be determined on a case-by-case basis.
- 8.9.3 The College will enter a pupil for a Public Examination provided the Head is satisfied that such is in the best interest of the pupil.
- 8.10 *Religious observance and relationships and sex education (RSE) and health education.* Religious observance, relationships and sex education (RSE) and health education at the College will be conducted in accordance with the Code of Conduct and the College's RSHE Policy (available on the College website).

9. The Parents' Obligations

- 9.1 *We require your cooperation to fulfil our obligations under this contract.* You must co-operate with the College and College staff in good faith, including by:
- 9.1.1 maintaining a constructive relationship with College staff, acting reasonably, and ensuring the tone, content, volume and/or nature of your communications with the College are reasonable and appropriate. You must refrain from any discriminatory, bullying or harassing conduct or behaviour towards staff including where this has the purpose or effect of violating the dignity of a staff member or creates an intimidating, hostile, degrading, humiliating or offensive working environment for them (for example, conduct or behaviour which constitutes sexual harassment);
- 9.1.2 encouraging your child in his or her studies, and giving appropriate support at home, and ensuring your child attends College in accordance with our Student Attendance and Punctuality Policy;
- 9.1.3 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 Specified Charges for your child, any changes to their immigration status, and information relating to your child's health or special educational needs or medical conditions);
- 9.1.4 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 (which may include information relating to your child's health or special educational needs or medical conditions) or changes to any of them are not withheld and are shared in a timely and transparent manner;
- 9.1.5 engaging with the College in a cooperative and transparent manner and providing assistance to the College so that your child can participate in, and benefit from, the College's provision of Services; and
- 9.1.6 attending meetings and keeping in touch with the College at the point of entry to the College and thereafter where your child's interests so require, including reporting any safeguarding or welfare concerns directly to our Designated Safeguarding Lead (DSL).
- 9.2 *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), behavioural or social difficulty, disability or allergies that your child has or subsequently develops, whether underlying, long-term, or short-term, including any infections or injuries. You must also provide us, whether upon further request by the College or otherwise, any reports (whether in existence or to be commissioned), other materials or information relevant to any of the same and cooperate with the College in relation to the same. Any disclosure of a pre-existing condition must be made before offer of a place in the College is accepted. **If you withhold from us or otherwise misrepresent to us information of this nature, please be aware that this may result in us exercising our right to end this contract under Clause 14.1.2 below.**

- 9.3 *Circumstances where we may require you to keep your child away from College.* The College reserves the right to require your child to remain away from College in the following circumstances:
- 9.3.1 due to a health or safety risk (including a virus, pandemic, epidemic or any other health or safety risk, including circumstances where the College reasonably concludes that your child does or may pose a risk of harm to themselves or others). We may provide Education Services to your child remotely during such period on an interim basis and to the extent this is reasonable or proportionate. For the avoidance of doubt, the College is not a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate; and/or
- 9.3.2 where disciplinary matter is being investigated by the College and this relates to the conduct of your child or engages their (or another child's) safety or well-being. In such circumstances, the requirement to keep your child away from College would be a neutral act during the investigation procedure. (Alternatively, your child may be placed under a special regime if they remain on College premises); and/or
- 9.3.3 the College considers that this is in the best interests of your child and/or of other pupils at the College; and/or
- 9.3.4 in accordance with [Clause 4.10](#) (i.e. if you do not pay the College Fees in full and on time).
- 9.4 *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, and provide on reasonable request from the College such further information as may be reasonably required by the College to understand the basis for and scope of such arrangements.
- 9.5 *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 (but not be limited to) any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; (iii) the payment of Fees and/or Supplemental Charges; and/or (iv) your exercise of parental responsibility in respect of your child. In any such circumstances you must (whether upon request or otherwise) promptly provide the College with relevant information, including copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them) having obtained the permission of the court if necessary.
- 9.6 *We require you to nominate a 'responsible adult' for us to contact in your absence.* This is a requirement, for example, for parents who live overseas or are going to be absent from the home address for an extended period of time. 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' (or 'educational guardian') for your child who, amongst other things, can be contacted if the College is not able to contact you and who can look after your child in your absence. If at any time during your child's time at the College you (or either of you) will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than three (3) consecutive school / College days then you must also 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.
- 9.7 *Receiving information from you and sharing information with you. You must consult with each other so far as significant decisions regarding your child are concerned.* Accordingly, except under [Clause 9.9](#), below or otherwise according to the circumstances, you (and each of you) accept that the College is entitled to treat:
- 9.7.1 any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- 9.7.2 any communication from the College to one of you as having been given to both of you.

Please note that any person who has parental responsibility for your child is entitled to receive certain core information from the College about your child's progress and attainment. The College will therefore disclose such information as a matter of routine to each such person unless the College is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection law).

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

9.8 ***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 (i.e., under any of Clauses 3.1, 4.6, or 5.1) 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).***

9.9 ***You must notify us of your child's absence from College.*** For students to benefit fully from the educational opportunities provided by the College, they must maintain high levels of attendance and punctuality. Excellent attendance at school is key to good pupil progress and enjoyment of learning. The College recognises the importance of developing good patterns of attendance from the outset. This is an integral part of the College's ethos and culture.

If your child is absent for any reason, parents must notify the College as follows:

The Attendance Officer (Prep or Senior) must be telephoned as soon as possible and preferably before the school day starts on 01727 855185. There is a dedicated facility on the phone system to record absences. Alternatively, absences should be reported before the start of the school day via EduLink.

Parents are strongly urged to avoid booking family holidays during term time. The dates are published sufficiently far in advance for proper arrangements to be made. It is the College's policy not to allow holiday to be taken during the school term unless there are exceptional circumstances that have been approved by the Headmaster/Head of Prep in advance.

Apart from this, leave in term time can only be given in exceptional circumstances.

All requested leave of absence in the Prep School is via the Head of Prep. Details of the Microsoft Absence Request Form appear as a link on the weekly Prep newsletter or can be obtained by emailing: prepadmin@stcolumbascollege.org

In the Senior School, requests for leave of absence for one day or less should be emailed to the Deputy Head (Senior Attendance Champion). Requests should be emailed to: deputy@stcolumbascollege.org

For Senior School leave of absence longer than one day, requests must be addressed to the Headmaster: head@stcolumbascollege.org

For all other details and expectations regarding student absence, please see the Student Attendance and Punctuality Policy on the College website.

9.10 ***Raising concerns with the College and making formal complaints.*** If you have cause for concern about your child's safety, care, discipline or progress you must inform the College without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the College's website and is available from the College at any time upon request.

10. **Insurance**

Your responsibility to make your own insurance arrangements. You must make your own insurance arrangements if you require cover for your child or their property while at College or for the payment of Fees due to absence of your child or closure of the College premises. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees.

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 any educational institution which you propose your child may attend or, where applicable, to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by

us relating to your child is accurate and any opinion given about him/her is fair. However, 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 ***You are required to update us of changes to information held, or circumstances relating to, you and/or your child.*** You must:

11.2.1 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

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

11.3 ***Data Protection Law.*** The College will process personal data about you and your child in accordance with data protection law, including the UK Data Protection Regulation and the Data Protection Act 2018 (as it is amended or superseded) and other related legislation. We will process such personal data:

11.3.1 as set out in this [Clause 11](#), and in the College's 'Privacy Notice' which is available on the College's website as may be amended from time to time;

11.3.2 in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement. For example, by providing information relating to your child's absence from College to the Local Authority; and

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

12. **Intellectual Property Rights**

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

13. **Changes in Ownership, etc**

The circumstances in which we may transfer this contract to someone else. We may transfer our rights and obligations under this contract to another person or organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this contract.

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

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 Fees to you and with the deposit being forfeited and retained, if:

14.1.1 you do not make a payment to us when it is due, and you still do not make payment within fourteen (14) days of us reminding you that such payment is due;

14.1.2 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

the Services 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 the United Kingdom when in fact you/your child is not or any information about your child's health, medical condition, special educational needs, disability or allergies);

- 14.1.3 you fail or refuse to provide us at any time with information we require under Clause 4.14; or we are not satisfied with the information you have provided (if any). Instead of ending this contract, we may otherwise refuse to allow your child to attend College until the relevant satisfactory information has been provided;
- 14.1.4 any of the conditions set out in our letter offering your child a place at the College are not satisfied;
- 14.1.5 you fail or refuse to provide us with information we consider to be satisfactory as to your identity, your child's identity, your child's right to enter, live and study in the United Kingdom;
- 14.1.6 you (or either of you):
- (a) are unable, following our request, to demonstrate that you will be able to pay the Fees and specified charges due under this contract;
 - (b) repeatedly or persistently fail to pay the Fees when they fall due for payment;
 - (c) are otherwise unable to pay your debts as they fall due;
 - (d) are the subject of a bankruptcy petition or order, or you enter into an individual voluntary arrangement;
- 14.1.7 you otherwise do not comply with (i.e. you breach) your obligations under this contract (including under Clause 9) such that we have a legal right to end the contract because of something you have done wrong; or
- 14.1.8 in the Head's reasonable discretion, the College is not able to provide, or is compromised in providing, the Services it needs to in satisfaction of its obligations under this contract (including if a decision is taken to close the College (in whole or in part)).

14.2 Your rights to end the contract. In addition to where you withdraw your child, you may end this contract at any time by notice in writing to the College if:

- 14.2.1 you have a legal right to end the contract because of something we have done wrong; or
- 14.2.2 the College becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

14.3 When this contract will end if not terminated early. For the avoidance of doubt and without us having to provide you with notice, this contract shall end at the end of your child's schooling at the end of Upper Sixth (Year 13). This may be at the end of Prep 6 (Year 6) if your child does not meet any requirements imposed by the College under Clause 8.3 for entry to the Senior School, or at the end of Form 5 (Year 11) if your child does not meet any requirements imposed by the College under Clause 8.3 for entry to the Sixth Form.

14.4 Ending the contract will not affect any accrued rights. Once this contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen, for example your obligation to pay any outstanding invoices, Fees, or specified 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". In this Clause 15 "event" means any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation, guidance or direction (including that of 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. Provided that the College has acted reasonably and prudently to prevent and/or minimise the effect of the event (including by providing Education Services remotely, if appropriate), 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. If the College is wholly and completely prevented from performing all of our obligations as a result of an event (and we are unable to provide Education Services remotely) for a continuous period of more than six (6) months, then either you or we will be entitled to end this contract on written notice.

15.3 What happens if your child is affected by an event outside of your control. Subject to Clause 4.13 (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 receive any of the Education Services (including 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:

- 15.3.1 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;
- 15.3.2 in circumstances where, following the efforts made and steps taken under sub-clause 15.3.1 above, your child is not able to participate and benefit from any level of provision of Education Services 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
- 15.3.3 if the event continues to prevent your child wholly and completely from attending the College or being able to receive any of the Education Services (whether at College or remotely) for more than six (6) months you shall discuss with the College a solution by which this contract may be performed and, following such discussions, you or the College shall be entitled to cancel the contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.

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

16.1 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.**

16.2 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 Head** and either:

- 16.2.1 sent by email to the College using this email address:
head@stcolumbascollege.org
- 16.2.2 delivered by hand to the College and marked for the attention of the Head;
- 16.2.3 sent to the College by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
- 16.2.4 otherwise sent to the College's address by first- or second-class post.

In light of the importance under this contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3.1, or 5.1 of 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 14 working days (during a College 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 that applies to this contract.* The contract between you and the College is governed by English Law and either you or the College must bring legal proceedings in respect of this contract in the English courts.

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. Changes to these Terms and Conditions

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. For example, if the updated terms and conditions are to take effect at the start of the autumn term, we will notify you before the end of the preceding spring term.





Where young
people are
**known,
valued &
treasured**

St Columba's College, King Harry Lane, St Albans, Hertfordshire, AL3 4AW
01727 855185 | collegeadmin@stcolumbascollege.org | www.stcolumbascollege.org

