



Myddelton College
Denbigh, Denbighshire, LL16 3EN

ACCEPTANCE OF PLACE - TERMS AND CONDITIONS

These Terms and Conditions are subject to and are a subset of full Terms and Conditions which are available at www.myddeltoncollege.com.

1. Definitions

(a) In these terms and conditions

“Acceptance form” means the form provided by the College for parents to complete when accepting a place for their child at the College;

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

“the Complaints Procedure” is the College’s procedure for the review of the treatment of serious disciplinary matters and related decisions, as amended from time to time, a current copy of which is available on the Myddelton College website or from the College office on request;

“fees” means the fees set out in the Schedule of Fees as amended from time to time;

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

“College Rules” means the rules of the College, a copy of which is provided to each child on entry and is sent to parents, as those rules may be amended from time to time. Parents will be given notice of such amendments;

“term” means a term of the College as notified to parents from time to time;

“a term’s notice” means notice given not later than the first day of the term preceding the term to which the notice relates;

“terms and conditions” means these terms and conditions as amended from time to time,”

“we” or “the College” means the legal entity carrying on as the College (Myddelton College Ltd., registered address 11th Floor, 5-7 Hill Street, Birmingham, West Midlands, B5 4UA. registration number 09324854) as identified in Clause (b) below, or its duly authorised representative, as the context requires;

“you” or “the parents” means each person who has signed the acceptance form as parent or guardian of a child or who with the College’s written consent has subsequently assumed parental responsibility for such child.

(b) The acceptance form, the Schedule of Fees, the College Rules, and these terms and conditions constitute the terms of a contract between you and Myddelton College. It is not

intended that the terms of the contract shall be enforceable by your child or by any other third party.

2. Acceptance, Registration Fee and Deposit

(a) An offer of a place for your child at the College is accepted by your completing the acceptance form and paying a deposit of £500. This fee is not refundable if your child does not take up a place at the College.

3. School Fees

(a) All the costs incurred in the usual course of the education by the College of your child, including the provision of any necessary educational materials, shall be met by the fees unless otherwise notified by the College.

(b) Any extra-curricular activities such as private music lessons, trips and visits in which you agree your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the College in providing for the special education needs of your child shall be charged as supplemental to the fees.

(c) Each person who has signed the acceptance form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the acceptance form remain liable to the College for the whole of the fees and supplemental charges due, unless the College has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

(If your child has been awarded a scholarship / bursary, your liability will be for the amount of fees due after taking account of that award. An award may be withdrawn with immediate effect if, in the opinion of the Headteacher your child's attendance, progress or behaviour no longer merits the continuation of the award but 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. The College reserves the right to review all awards of scholarships/bursaries on an annual basis.)

It is the policy of the College to review Scholarships and Bursaries annually, changes taking place from the anniversary of a pupil's start at the College. All Scholarships and Bursaries are re-assessed upon application to the 6th form. However, the College reserves the right to review percentage given or impose surcharges at any time in the event of a sudden and unpredictable College running costs if circumstances warrant it.

(d) Each invoice must be paid in full before the first day of term.

(e) We reserve the right to refuse to allow your child to attend the College or to withhold any references while fees or supplemental charges remain unpaid. We may make an interest charge of 5% above the base rate for the time being of the College's bank on late payment. The College also reserves the right to inform to our informing any other College or educational establishment to which you propose to send your child of any outstanding fees.

(f) It is the policy of the College to review fees annually, changes taking place from the start of the Autumn Term. However, we reserve the right to increase fees or impose surcharges at any time in the event of a sudden and unpredictable College running costs if circumstances warrant it. College fees will be invoiced termly and are payable by the start of each term.

(g) Fees and any unpaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that a pupil takes study leave at home before

and during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.

(h) If in any instance additional support is required to allow a pupil to access the curriculum than any costs involved would be rechargeable.

4. Notice Requirements

(a) If you wish to:

(i) Withdraw your child from the College (other than at the normal leaving date);

Or

(ii) Withdraw your child from an activity (e.g. music, tennis or any other private lesson) charged for as supplemental;

Or

(iii) Change your child's place at the College from a boarding to a day place; you shall either give a term's notice to that effect or shall pay to the College a term's fees (or, as the case may be, a term's charges for the activity that your child has ceased to participate in (or the difference between the boarding or termly boarding and the day or weekly boarding fees) in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the College as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

(b) You acknowledge that the College's affairs are organised on a termly basis and that it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

5. College Rules

(a) It is a condition of remaining at the College that your child complies with the College Rules as amended from time to time. (In particular you undertake to ensure that your child attends College punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the College from time to time.)

(b) To ensure compliance with the College Rules on illegal drugs the Head teacher may require your child to submit to testing for drugs in accordance with suitably approved procedures.

(c) The College reserves the right to monitor your child's email communication and internet use for the purpose of ensuring compliance with the College Rules.

6. Disciplinary Procedures

(a) The Head teacher may in his/ her discretion require you to remove or may suspend or expel your child from the College if they consider that your child's attendance, progress or behaviour (including behaviour outside College) is seriously unsatisfactory and in the

reasonable opinion of the Head the removal is in the College's best interest or those of your child or other children.

(b) The Head teacher may in his/ her discretion require you to remove or may suspend or expel your child if the behaviour of you or either of you is in the opinion of the Head unreasonable and affects or is likely to affect adversely the child's or other children's progress at the College or the well-being of College staff or to bring the College into disrepute.

(c) Should the Head teacher exercise his/ her right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges paid or due and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable.

(d) The College Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive and in particular the Head teacher may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the College may be taken into account.

(e) The review of serious disciplinary matters is governed by the Complaints Procedure.

7. The College's Obligations

(a) Subject to these terms and conditions, the College undertakes to accept your child as a pupil of the College from the time of joining the College until the end of their secondary schooling. However, 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.

(b) While your child remains a pupil at the College, we undertake to exercise reasonable skill and care in respect of their 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.

(c) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in their studies, and giving appropriate support at home; keeping the College informed of matters which affect your child; maintaining a courteous and constructive relationship with College staff; and attending meetings and otherwise keeping in touch with the College where your child's interests so require.

(d) We undertake not to subject your child to corporal punishment, or to physical contact except where such contact may be deemed appropriate for the maintenance of good order, your child's safety or otherwise. Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which entail some risk of physical injury.

(e) Emergency Medical Treatment; if your child requires urgent medical attention while under the College's care, we will if practicable attempt to obtain your consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.

(f) Parents will be asked to complete a medical questionnaire concerning their child's health and must inform the Head teacher in writing if they develop any known medical condition, health problem or allergy, or will be unable to take part in games or sporting activities, or has been in contact with infectious diseases.

(g) Although our prospectus describes the broad principles on which the College is presently run and is believed to be correct at the time of printing it does not form part of the contract between you and the College. We reserve the right to make changes to any aspects of the College, including the curriculum. We will give parents a term's notice of changes in the curriculum that we regard as significant to your child and where practicable will consult with parents on such changes.

(h) We shall monitor your child's progress at the College and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the College at your expense. You may be asked to withdraw your child without being charged fees in lieu of notice if in the opinion of the Head teacher the College cannot provide adequately for your child's special educational needs.

(i) Photographs: It is the custom and practice of most Independent Schools, and of this College, to include some photographs or images of pupils in the College's promotional material such as the prospectus and website. We would not disclose the name or home address of a child without the parent's consent. Parents who do not want their child's photograph or image to appear in any of the College's promotional material must make sure their child knows this and must write immediately to the Head requesting an acknowledgement of their letter. The College may still use a child's photograph in promotional material, even though that child may have left the College.

(j) Equal Treatment: The College welcomes staff and children from many different ethnic groups, backgrounds and creeds. Human rights and freedom is respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the College's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under the Special Educational Needs and Disabilities Act 2001 in order to accommodate the needs of applicants, pupils and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

(k) Transport: The parents' consent to the pupil travelling by any form of public transport and/or in a motor vehicle driven by a reasonable adult who is duly licensed and insured to drive a vehicle of that type.

8. The Parents' Obligation

(a) It is a condition of your child's joining the College that you complete and submit to the College a medical questionnaire relating to your child. You undertake to inform the College of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections.

(b) You undertake to inform the College of any situation where special arrangements may be needed in relation to your child.

(c) The College will be entitled (unless notified otherwise) to treat any communication from any persons who has signed the acceptance form as having been given on behalf of each such person. Unless other arrangements are agreed between you and the College we shall be entitled to treat any communication from the College to any such person as having been made to each of them.

(d) The Headteacher must be informed in writing of any reason for your child's absence from College. Wherever possible the College's prior consent should be sought for absence from the College.

(e) We cannot accept any responsibility for the welfare of your child while off the College premises unless they are taking part in a College activity or otherwise under the supervision of a member of the College staff.

(f) 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 delay. (Complaints should be made in accordance with the College's Complaints Procedure.)

9. Insurance

You must make your own insurance arrangements if you require cover for your child's person or property while at College. (Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.)

10. Confidentiality and References

(a) You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on their ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you are or your child is alleged to have suffered resulting from a reference or report given by us.

(b) You consent to us making use of information relating to your child whilst they are at the College and after they have left for the purposes of communicating and managing relationships with pupils and former pupils of the College.

11. Intellectual Property Rights

We shall recognise any intellectual property rights vested in your child.

12. Communications

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the College of any change of address of any person who has signed the acceptance form. Communications (including notices) will be sent by the College to the address shown in its records. Notices that you are required to give under these terms and conditions must be addressed to the Head and sent to the College's address. If sent by the first class post, notice shall be deemed to have been given on the second day after posting.

13. Interpretation

Headings in these terms and conditions are for ease of understanding only and do not form part of these terms and conditions.

14. Jurisdiction and Governing Law

The contract between you and the College is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the Courts of England and Wales.

15. Variations

We reserve the right to make reasonable modifications to these terms and conditions from time to time. The College will give you a term's notice of any such modifications.

For further information, please contact the College by telephone on 01745 472 201 or email office@myddeltoncollege.com.