



## PARENT CONTRACT

### TERMS AND CONDITIONS

#### **\*IMPORTANT INFORMATION\***

Please read these terms and conditions carefully before making an application for a place at the School. These terms and conditions contain important information about the School and provide information about what other documents form part of our contract with you (the "Contract").

The School would like to draw your attention specifically to sections 7, 11 and 16 which include important information about our rights to vary the Contract with you (including the academic services we offer), our liability to you and our rights to terminate the Contract with you.

If you have any questions about these terms and conditions, or your Contract, please contact us to discuss. You can contact us by emailing the Dean of Admissions of your relevant School.

### 1. DEFINITIONS

In these terms and conditions:

"Academic Year" means the school year period between 1st August to 30 June;

"Application Fee" means the non-refundable fee payable to the School when submitting the Application Form. This sum will be confirmed in the Application Form;

"Application Form" means the form provided by the School to Parents to complete when applying for a place for their Child to attend the School, together with any supporting documentation accompanying the same.

"CAS" means Confirmation of Acceptance for Studies which may be issued by the School to students subject to immigration requirements as described in section 9.

"Child" means a student of whatever age admitted by the School to be educated and includes any student aged 18 or over.

"Complaints Procedure" means the School's procedure for handling complaints from Parents, as amended from time to time, in accordance with these terms and conditions. A copy of the Complaints Procedure is available from the School's website and is contained in the Handbook.

"Deposit" means the fee payable by the Parents to secure a Child's place at the School, the amount to be as specified in the Schedule of Fees and as confirmed in the Offer.

"Designation of Guardian Form" means the form to be completed by Parents for all boarding students and for all students who are not residing with their Parents in the UK.

"Fees" means the annual day tuition fees and/or boarding fees and/or one-off capital fees and/or transport or busing fees (as the case may be), details of which shall be set out in the Schedule of Fees and as confirmed in the Offer. Please note that all fees are calculated by reference to each Academic Year and are invoiced prior to each Semester or prior to joining if the Child joins during the Semester.

"Handbook" means the divisional handbooks issued by each School Division, the boarding handbook (if your Child is also to be a boarder at the school) as updated from time to time in accordance with these terms and conditions, a copy of which is provided with our Offer and is available from the School's Parent Intranet.

"Head of School" means the person appointed to be responsible for the day-to-day management of the School, including anyone to whom such duties have been duly delegated.

"Offer" means an offer of a place to study at the School, made by the School in writing, to the Parents following the submission of a duly completed Application Form.

"Parental Responsibility" means those who have legal responsibility for a Child and who are entitled to receive relevant information concerning the Child whether or not they are the Parent, unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the Child.

"Parents" and "you" mean each person who has signed the Application Form as parent or guardian of, or someone with Parental Responsibility for, a Child or a person who with the School's written consent replaces a person who has

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signed the Application Form and who will enter into the Contract with the School. Parents are legally responsible, individually and jointly, for complying with their obligations under the Contract.

“Re-enrolment” means the process (described in section 2(c)(ii)) you must follow to confirm that you do not wish to terminate our Contract and that you wish your Child to continue to study at the School for the next Academic Year. The process will be completed online, and you will also be required to pay a further Deposit for each new Academic Year following the instructions provided to you by the School as part of the Re-enrolment process.

“Principal” means the person designated as being responsible for the day-to-day management of a School Division.

“Quarter” means a marking period of the School, which comprises a quarter of the Academic Year or as otherwise notified to parents from time to time.

“Responsible Adult” means an adult who is at least 25 years of age.

“Schedule of Fees” means the document setting out the School’s current Fees which accompanies the Offer, and which is also available on the School’s website at [www.acs-schools.com/fees](http://www.acs-schools.com/fees) or on request from the School. The Schedule of Fees explains what each of the Fees includes and provides details of applicable exclusions.

“School” and “We” means ACS International Schools Limited. Registered in England and Wales No. 00910010 with registered office at: Heywood, Portsmouth Road, Cobham, Surrey, KT11 1BL., or its duly authorised representative, as the context requires.

“School day” means any part or whole of a day when the School is in session (or was due to be in session).

“School Division” means a section of the School which may be Early Childhood, Lower School, Middle School or High School or other division as specified by us from time to time.

“School Rules” means the rules of the School as provided in each Handbook, a copy of the current version of which is provided with our Offer and provided to each Child on entry. It is also available on the School’s Parent Intranet. The School Rules may be amended or supplemented in accordance with these terms and conditions.

“Semester” means two consecutive Quarters and comprises half of the Academic Year.

## 2. HOW OUR CONTRACT IS FORMED

### (a) Application stage

(i) To apply for a place for a Child to study at the School, you will be required to submit an Application

Form and pay the Application Fee. NB: The Application Fee is non-refundable and is payable regardless of whether your Child is successful in securing a place at the School. This is not deducted from any Fees payable if your Child is successful.

(ii) Applicants will be considered as candidates for admission to a place at the School upon the School’s receipt of a completed Application Form, a non-refundable Application Fee and the relevant supporting documentation (referred to in the application checklist which is available on our website at [www.acs-schools.com/apply-now](http://www.acs-schools.com/apply-now)).

(iii) Should you require a Confirmation of Acceptance for Studies (CAS) under the Tier 4 UKVI Regulations for your Child in order to apply for a student visa (for boarding at Cobham only), you must make a request, in writing, to the Admissions Office of the School prior to submitting an Application Form as Application Fees are non-refundable. Please see below for further details.

### (b) Offer stage

(i) Further to receipt of a completed Application Form, relevant supporting documents as per the application checklist and payment of the Application Fee, the School will consider the application, and will make a decision as to whether or not to offer a place for your Child to study at the School. The School will assess the application taking into account all of the information provided by you in the Application Form and the accompanying supporting documents. The School will contact you if it has any questions about any part of your application.

(ii) The School will also be entitled to obtain references about you and the Child before making any decision.

(iii) Should the School decide your application is successful, an Offer will be made in writing with any conditions, if applicable being detailed in that Offer. To secure your Child’s place, you will need to “accept” the Offer as described in section (d) below.

(iv) Should the School decide not to make an Offer, you will not be entitled to a refund of the Application Fee in these circumstances.

(v) Should you wish to appeal the admissions decision, you may do so in writing, within 14 days of notification of the School’s decision to not offer a place. The appeal must contain the following information:

- the full name and address of the unsuccessful Child who was looking to secure a place at the School, together with full details of the parents or legal guardian making the application, together with a brief description of the relationship between the Child and the parent/or legal guardian;

- a detailed explanation of the grounds upon which the appeal is made; and/or any new information or documentation, in English, that was not provided to the School at the initial admissions stage and that may be relevant to the appeal.

The appeal and any information submitted by the unsuccessful applicant will be reviewed by the Head of School. The Head of School will endeavour to make a decision and provide written notification of the outcome of the appeal as soon as possible within 40 days of receiving the request for the appeal, or any documentary evidence submitted in support. The decision made by the Head of School will be final and the parents or legal guardian shall not be entitled to appeal the decision further.

### **(c) Conditions that apply to an Offer**

(i) The Offer (together with the specific conditions set out in this section 2(c)) may contain specific conditions for the admission of your Child to study at the School. You must provide us with satisfactory evidence of compliance with any additional conditions when asked to do so by us. If you fail (or your Child fails) to meet or fail to continue to meet any of these conditions, or if you fail to give us reasonable evidence that these conditions as set out in the Offer have been met, we may end this Contract as set out in section 16.

(ii) It is a condition of our Contract, and of your Child's subsequent continuation in each Academic Year, that you follow the Re-enrolment process for each Academic Year on or by the relevant dates notified by the Admissions Office. You will be provided with written notice and instructions about how to complete the Re-enrolment process. This process will require you to pay the Deposit for the subsequent Academic Year and to submit the Re-enrolment form to us. If you fail to complete the Re-enrolment form and pay the Deposit in cleared funds by the due date (as specified in our notice), your Child's place will not be secured for the following Academic Year and our Contract with you will automatically terminate in accordance with section 16 below.

(iii) It is a condition of this Contract that you:

- Pay all Fees and additional charges when due;
- Comply with and ensure that your Child at all times complies with the terms of this Contract (including without limitation all requirements described in the relevant Handbook(s));
- Your Child satisfies the School's academic standards as assessed from time to time during the Academic Year;

- You and your Child continue to meet any conditions imposed on you (or your Child, as the case may be) in relation to immigration requirements.

(iv) Please see section 16 about how we can end this Contract where you or your Child fail(s) to meet, or fail(s) to continue to meet, any of the conditions described in this section 2(c).

(v) It is your responsibility to make sure that all of the information you give us at any time (whether as part of the Application or at any time during the term of the Contract) is true, accurate and complete and is not misleading, and that the same remains true, accurate and complete, and not misleading for the duration of the Contract.

### **(d) How to accept the Offer**

(i) To accept our Offer, you will need to write to the Admissions Office (by e-mail or by letter) accepting the Offer and pay the Deposit to us in full (and cleared funds) in accordance with the instructions set out in the Offer. It will be important that you pay the Deposit within any time limits set out in the Offer as failure to do so will give us the right to withdraw the Offer. We may withdraw an Offer at any time before you accept it and/or pay your Deposit. Please check the contents of the Offer and these terms and conditions carefully before accepting to make sure you are happy with all of the important terms that will apply to your Child's study at the School.

(ii) Our Contract with you will be binding on you and us when we have received your email (or letter) accepting the Offer and we have received the Deposit from you in cleared funds. We will notify you when we have received your Deposit, and the date specified on this communication will be deemed to be the date that our Contract was formed.

### **(e) What the Contract includes**

(i) The Contract between you and us includes the following:

- the information contained in these terms and conditions;
- the Schedule of Fees;
- the terms of the Offer;
- the relevant Handbook(s).

(ii) This Contract will apply for the duration of your Child's time with us at the School.

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### 3. YOUR LEGAL RIGHT TO CANCEL THIS CONTRACT

- (a) Once the Contract has been formed, you will have a legal right to cancel the Contract for any reason at any time within 14 days (“Cancellation Period”) from the date confirmed in our communication to you as specified in section 2(d) (ii) above. If you cancel within this period, we will reimburse you any Fees paid (including any Deposit but excluding the Application fee) subject to section 3(d), without any undue delay, and in any event within 14 days of you informing us that you wish to cancel, and you will no longer be bound by these terms and conditions or any other term of the Contract.
- (b) To cancel our Contract in this way, you must inform the School of your decision to cancel this Contract by a clear statement (e.g. a letter sent by e-mail or post). You should exercise your right to cancel by contacting us at your School’s relevant Admissions Office. Details about how you can cancel will also be provided in our letter confirming the date that our contract was formed, as per section 2(d) ii.
- (c) To meet the Cancellation Period deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the Cancellation Period has expired.
- (d) We may start providing services to your Child before the end of the Cancellation Period if you request us to do so, for example, if you are only applying to us very soon before the start date, but this will not prevent you from cancelling the Contract during the Cancellation Period. However, if you decide to cancel the Contract once we have started to provide services to you, then we will be entitled to deduct from any refund a fair amount (e.g. daily school tuition fees and supplementary charges, if any, pro-rated on a daily basis), to reflect the benefit of the services you will actually have received until you notified us of your wish to cancel.
- (e) If you want to cancel the Contract after the end of the Cancellation Period, you will only be able to do so as set out in section 16 below, and you may not be entitled to receive a full refund of any Fees paid by you.

### 4. FEES PAYABLE UNDER THE CONTRACT

Details of all Fees (together with information about how to pay them) are set out in the Schedule of Fees, and details about the Fees applicable to your Child will be as specified in the Offer.

#### (a) Day tuition fees & supplementary charges

- (i) All the costs incurred in the usual course of the education by the School of your Child (relating to the core curriculum), including the provision of any necessary classroom materials, shall be covered by the day tuition

fees set out in the Schedule of Fees, unless otherwise stated in the Schedule of Fees and excludes those costs and charges described in section (b) below, and excluding the boarding fees described in section (b) below.

- (ii) Any additional activities not described above, (including, but not limited to extra-curricular activities such as private music lessons, sports and field trips and visits) will be payable in addition to the day tuition fees. We will seek your consent before incurring any of these Fees on your behalf. Please note that all public examination charges and any additional charges incurred by the School in providing for the educational needs of your Child (including any special educational provision) shall be charged as additional to the day tuition fees.

#### (b) Boarding fees and transportation fees

- (i) You may decide that you wish your Child to board with us, and the boarding fees described in the Schedule of Fees will be payable if you select that option on your Application Form. By selecting this option on the Application Form, you expressly agree to us invoicing you for these additional services. You may not be entitled to a refund of any boarding fees, if you no longer wish to use these services during the Academic Year, and we refer you to section 16 for further information.

- (ii) You may also wish your Child to use the transport or busing services, which will be payable in addition to the day tuition fees. By selecting this option on the Application Form, you expressly agree to us invoicing you for these additional services. You may not be entitled to a refund of any transport or bussing fees if you no longer require these services during the Academic Year, and we refer you to section 16 for further information.

#### (c) Who is responsible to pay our Fees and how will they be paid?

- (i) Each person who has signed the Application Form is individually liable for the whole of the Fees due and any supplemental charges. Where two parents have signed the Application Form, one of them may withdraw from the Contract with the School by submitting a 45 School days’ notice, strictly provided they have obtained the prior written consent of both the School and the remaining parent/signatory. The School shall be entitled to assume that the signatory providing notice has obtained the consent of any other signatory to this Contract.

- (ii) Fees will be payable by you as described in the Schedule of Fees. You must pay all Fees when due and full details about relevant due dates will be set out in the Schedule of Fees.

- (iii) The Bursary Conditions of Award will apply where a Child has been granted a Bursary Award.

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**(d) What happens if you do not pay Fees when due?**

(i) If you fail to make payment in accordance with section 4((c)(ii) above, we will be entitled to refuse to allow your Child to attend the School or to withhold any references and/or records while Fees and/or payment remain unpaid. We may also be entitled to end the Contract in accordance with section 16 where Fees remain unpaid.

(ii) We may make an interest charge of 5 per cent above the base rate for the period that the Fees remain unpaid.

**(e) When we may make changes to our Fees**

(i) We will be entitled to review and update the Fees on an annual basis. We will notify you of any changes to the Fees by the last day of the 3rd Quarter. If you do not agree with any increase of the Fees, you may end this Contract by notifying us using the Re-Enrolment process or otherwise contacting us in writing in accordance with section 16.

**(f) When you may be entitled to receive a refund of Fees, Deposits or other charges paid**

(i) The Deposit (whether paid at the start of this Contract or on each Re-enrolment) is deductible from the Fees payable by you on the second Semester invoice. The Deposit will only be refundable in exceptional circumstances. If you leave the School during the first Semester, the Deposit will only be returned once your Child has left the School, provided relevant notice is given in accordance with Section 16.

(ii) Fees and any prepaid supplemental charges will not normally be reduced or refunded as a result of absence due to illness or any other reason, unless otherwise agreed by us in writing. In the event that your Child takes study leave at home before or 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.

(iii) If a Child has subscribed to the transport service and their place has been reserved on the bus, the Child is committed for the remainder of the relevant billed Semester. Should you cancel the service after the billed Semester has commenced, no refunds will be given, unless otherwise agreed by us. For Children signed up to the busing service, 30 days' notice is required before the start of Semester two if you wish to cancel their place, otherwise you will be committed for second Semester busing and invoiced accordingly. Refunds will only be made where we are able to fill the space with another student.

(iv) Any requests for refunds of Fees, Deposits or other charges must be made in writing (to the Admissions Office).

(v) Please see section 16 about how refunds may be available if you or we want to end the Contract.

## 5. DETAILS ABOUT HOW WE MANAGE AND APPLY OUR SCHOOL RULES AND DISCIPLINARY PROCEDURES

### (a) School Rules

(i) You accept that the School will be run in accordance with the authorities delegated to the Head of School and that he/she is entitled to exercise a wide discretion in relation to the School's policies, rules and regimes, including, without limitation how they apply and manage obligations set out in the Handbooks, and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of students is at issue.

(ii) It is a condition of remaining at the School that your Child complies with the School Rules as amended from time to time in accordance with the terms of these terms and conditions. In particular you agree to ensure that your Child attends School punctually and regularly and that your Child conforms to such rules of appearance, dress and behaviour contained in the Handbook and those which may be issued by the School from time to time. We may have rights to end this Contract as described in section 16 where you or your Child fail to comply with the terms set out in this section 5.

(iii) The School reserves the right to screen and search students and all property on the School premises (including dormitory rooms allocated to boarding students and students' lockers) and, where appropriate, confiscate items in accordance with its legal rights and obligations. This policy is adopted with the aim of safeguarding the health and safety of staff, students and third parties, and the School will use its powers in this regard fairly and proportionately at all times.

(iv) The School reserves the right, subject to applicable data protection legislation, to monitor your Child's e-communication and internet use including for the purpose of ensuring compliance with the School Rules.

(v) The School reserves the right to decide who is eligible to enter as well as remain in the IB Diploma programme based on standards of effort and progress.

### (b) Behaviour Procedures

(i) The Head of School may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your Child from the School if he/she considers that your Child's attendance, progress or behaviour (including behaviour outside School) is unsatisfactory and in the reasonable opinion of the

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Head of School the removal is in the School's best interests or those of your Child or other Children.

(ii) The Head of School may in his/her discretion exclude you from the school campus or require you to remove or may suspend or, in serious or persistent cases, expel your Child if the behaviour of you or either of you is, in the opinion of the Head of School, unreasonable and affects or is likely to affect adversely the Child's or other Children's progress at the School or the well-being of School staff or to bring the School into disrepute.

(iii) Should the Head of School exercise his/her right under sub-section 5(ii)(a) and (b) above you may not be entitled to any refund or remission of Fees or supplemental charges due (whether paid or payable).

(iv) The School's Behaviour Policy is contained on the school website, PowerSchool Learning and in the in School Handbook and sets out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head of School may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the student's record at the School may be taken into account. The Behaviour Policy sets out the process which the School will follow in relation to disciplinary matters and details how appeals against decisions to expel will be dealt with.

(v) The Head of School may in his/her discretion exclude your Child from participating in extracurricular activities (including organised trips) where your Child's behaviour is, in the opinion of the Head of School, unreasonable and/or affects or is likely to affect adversely the Child's or other Children's participation in such activities or the well-being of School staff or to bring the School into disrepute.

(vi) The School will act in a way which is fair, reasonable and proportionate in all the circumstances when taking decisions under this section 5 and under the Behaviour Policy.

(vii) Where your Child is expelled under this section 5, this Contract will end automatically at the date of the relevant expulsion, unless otherwise agreed by us in writing.

## 6. THE SCHOOL'S OBLIGATIONS

(a) While your Child remains a student of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare and to comply at all times with the terms of this Contract. This obligation will apply during School hours and at other times when your Child is participating in activities organised and controlled by the School or where your Child is also a boarder.

- (b) In order to fulfil our obligations, we need your cooperation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your Child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect or might affect your Child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your Child's interests so require.
- (c) In accordance with the law, we will not subject your Child to corporal punishment. We will not subject your Child to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your Child) or in the case of distress. In the course of the normal ACS curriculum your Child will participate, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (d) If your Child requires urgent medical attention while under the School's care, we will if practicable attempt to notify you. 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.
- (e) We shall monitor your Child's progress at the School 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 special educational needs, for example, dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School 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 of School, the School cannot provide adequately for your Child's special educational or other learning needs. Alternatively, the School may seek your agreement to source and pay for additional services required by your Child if such services relate to their special educational needs.
- (f) You will be consulted before the end of the third Quarter if there appears to be any reason why your Child may not be permitted to continue for the next Academic Year. Where in our reasonable view your Child is unable to progress to the next Academic Year for any reasons outlined in section 16, we may be entitled to end this Contract as described in section 16.

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## 7. HOW WE MAY CHANGE OUR CONTRACT WITH YOU

- (a) Our prospectus describes the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum and its delivery, and we reserve the right to do so where we have valid reasons for doing so. These reasons may include adapting to changes in the curriculum, changes in law, to reflect changes in academic teaching and professional standards to ensure our teaching content and delivery is up to date and relevant, changes in best practices which apply to any part of the operation of our School or to improve the services and facilities we can offer you or to improve the teaching and learning environment at the School to your Child's benefit.
- (b) The School's policy regarding courses and clubs offered, schedules (including School hours) and class sizes may change from year to year and from time to time (including in response to changes in student numbers and the mix and aptitudes amongst students). For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. We will use reasonable efforts to inform you of any changes that we consider to be ones that are likely to have a significant or material impact on your Child's study with us, which may, for example, include changes we may make to any of our teaching and accommodation facilities.
- (c) We will not provide you with notice if we intend to make administrative or other minor or unsubstantial changes.
- (d) Subject to any contractual rights we have under this Contract to vary terms (including, for example, our right to increase Fees under section 4), if we make substantial changes to these terms and conditions to your detriment, we will write to you with details of the new terms and you will only be bound by any such terms if you agree to them. You will be entitled to end this Contract in accordance with clause 16 if you do not agree to any substantial changes we make under this section.

## 8. YOUR OBLIGATIONS

- (a) It is a condition of your Child's joining of the School that you inform us of any health or medical condition (including any psychological condition), disability or allergy that your Child has or subsequently develops, whether long-term or short-term, including any infections, including details of any situations where special arrangements may be needed in relation to your Child. In such circumstances, you may be required to complete a medical questionnaire to enable the School

to fully understand the extent of any health or medical condition, disability or allergy that your Child has. To the extent that the School is required or able to make reasonable adjustments (where necessary) to accommodate any relevant health or medical condition, disability or allergy, to ensure that your Child can continue at the School, the School will put these in place without delay. In these circumstances, we will always endeavour to engage with you to determine what reasonable steps may be taken to reasonably facilitate your Child's needs. However, in some circumstances, the School may be required to terminate this Contract in accordance with Section 16.

- (b) Prior to starting at the School, you will need to complete a medical questionnaire and discuss a care plan if necessary with the School Nurse. If the School 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 a virus, pandemic, epidemic or other health risk, you undertake to keep your Child at home and not permit him/her to return to the School until such time as the health risk has been averted.
- (c) The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Application Form as having been given on behalf of both or all such persons.
- (d) The Principal must be informed in writing of any reason for your Child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (e) We cannot accept any responsibility for the welfare of your Child while off the School premises unless (and where appropriate) he/she is taking part in a School activity or otherwise under the supervision of a member of the School 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 School without delay. Complaints should be made in accordance with the School's Complaints Procedure (this is available on our website at [www.acs-schools.com/Policies](http://www.acs-schools.com/Policies)).

Where you are unhappy with the outcome of the School's Complaints Procedure, please refer to our Complaints Policy (this is available on our website at [www.acs-schools.com/Policies](http://www.acs-schools.com/Policies)).

- (g) Unless you are applying for your Child to board, the School will assume that you will be living with your Child in the UK for as long as he or she is a student at the School. You must notify the School immediately in writing if your Child will be residing during term time under the care of someone other than you and provide details of a Responsible Adult. When during the

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Academic Year both parents will be absent from your Child's home overnight or for a 24-hour period or longer, the Head of School must be told in writing the name, address and telephone number for 24-hour contact with the adult who will have the care of your Child.

- (h) If you are applying for your Child to board, and you are not residing in the UK, you must designate a guardian in the UK who has been given legal authority to act on your behalf in all respects and to whom the School can seek relevant authorities when necessary. The responsibility for choosing an appropriate guardian rests solely with you. A guardian must be over the age of 25 years old and be able to provide accommodation during periods when the dormitory is closed (e.g. School recesses, exeat weekends and periods of orientation and after the School closes at the end of the Academic Year), in cases of suspension, and for periods in extended convalescence after hospitalisation. In addition, the guardian must attend teacher/parent interviews in place of parents and attend to relevant School matters (including, for example, matters involving passport, visas, alien registration, medical issues, etc).
- (i) You will comply with all of your obligations under this Contract, including the obligation to pay Fees when due.

## 9. IMMIGRATION REQUIREMENTS

- (a) Parents and students must comply in full with all immigration laws and regulations (including any relevant UK Visas and Immigration ("UKVI") Agency requirements).
- (b) The School will not issue a CAS for day students. For boarders, the School is under no obligation to issue a CAS but will consider each request, on a case-by-case basis, and determine, entirely at its discretion whether or not to issue a CAS. The School reserves the right to ask for all relevant documentation or information to ascertain a student's eligibility for a CAS. You are reminded that should you require a CAS under the Tier 4 UKVI Regulations for your Child in order to apply for a student visa, you must make a request, in writing, to the Admissions Office of the School prior to submitting an Application Form as Application Fees are non-refundable.
- (c) The School is under no obligation to issue a subsequent CAS in the event of:
- Your CAS expiring or lapsing from the time of issue to the time you apply for a student visa;
  - Your application for a student visa being rejected by the UKVI.

The School has a duty to monitor Tier 4 students and will report to the UKVI matters such as non-enrolment on a course, any unexcused absences, withdrawal from studies or any breach of UKVI regulations.

- (d) If the School agrees to sponsor your Child and issue a CAS, it will only do so after receipt of the first year's tuition and boarding fees in full. Fees for subsequent years will be due as per the Schedule of Fees.
- (e) If your Child is a non-EEA national, you confirm that you have applied or will be applying on behalf of your Child for the relevant visa entry clearance to study in the UK and will provide the School with a copy of the visa prior to starting at the School. The School reserves the right to refuse to allow a Child to start their studies at the School if you are not able to produce a copy of the visa entry clearance to study in the UK.
- (f) If your Child is studying at the School under a Tier 4 visa, you consent to the School retaining all information and documentation that is necessary for it to comply with its UKVI obligations (including holding the information and documentation for any period of time that is necessary for it to comply with these obligations), including those relating to its record-keeping obligations in respect of Tier 4 students.
- (g) If your Child is studying under a Tier 4 visa and does not complete their studies at the School, you will provide all necessary information to the School to enable it to comply with its obligations to the UKVI, including reporting to the UKVI your Child's early departure from the School. This may (but not exclusively) include providing the School with evidence that your Child has left the UK, is undertaking studies at another educational provider in the UK or is remaining in the UK under a different immigration category.

## 10. PERSONAL PROPERTY, TRANSPORT, INSURANCE

- (a) Your Child is responsible for the security and safe use of all his/her personal property including money, mobile phones, locker keys, watches, computer equipment, musical instruments and sports equipment, and for property lent to them by the School.
- (b) In the course of the normal ACS curriculum and co-curriculum, for example for the purposes of attending a field trip or similar approved event, your Child may be required to travel by any form of public transport and/or a motor vehicle driven by a responsible adult who is duly licensed to drive a vehicle of that type.

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- (c) You must make your own insurance arrangements if you require cover for your Child's person (including medical/illness/accident cover) or property while at School or while engaging in any School-related activity.

## 11. OUR LIABILITY TO YOU

### (a) What we are responsible to you for

If we fail to comply with our obligations under this Contract, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of this Contract or our negligence, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of our breach or if they were contemplated by you and us at the time we entered into this Contract.

### (b) What we are not responsible to you for

We cannot accept responsibility and expressly exclude liability to the full extent permissible by law, for damage to or theft of personal property on School premises, unless we have been negligent. We will not be responsible to you for any of the following, unless we have been negligent:

- damage to or theft of vehicles and bicycles parked on School property;
- damage to or theft of Computer equipment (including infection with a computer virus);
- financial loss or any other you suffer as a result of cyber or identity fraud;
- the loss or non-return of work submitted for assessment;
- injury arising from voluntary sporting activity;
- personal injury or death;
- loss of opportunity and loss of income or profit, however arising.

### (c) We do not exclude or limit in any way our liability for:

- death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors;
- fraud or fraudulent misrepresentation; or
- any other matter which we are not permitted to exclude or limit our liability by law.

### (d) Events outside our control

(i) In this Contract "events outside our control" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial

disputes, act of God, war, riot, civil commotion, cyber fraud, cyber security, compliance with any law or governmental order, rule, terrorism, regulation or direction (including that of a local authority), accident, fire, flood, storm, snow, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

(ii) In circumstances where an event outside our control arises which prevents or delays the School's performance of any of its obligations under this agreement, the School shall immediately give you notice in writing specifying the nature and extent of the circumstances giving rise to the event outside of our control. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event outside of our control, the School will have no liability in respect of the performance of such of its obligations as are prevented by the event outside of our control while it continues and there shall be no refund of Fees for days the School is closed as a result of the event outside of our control. The School shall use its best endeavours during the continuance of an event outside of our control to provide educational services.

(iii) If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify you of the steps it shall take to ensure performance of the agreement.

## 12. CONFIDENTIALITY AND REFERENCES

- (a) We may supply information and a reference in respect of your Child to any educational institution which you propose your Child attending. Further details on how we collect and otherwise process personal information of you and your Child is set out in our Privacy policy (as updated from time to time). We will take care to ensure that all information that is supplied relating to your Child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you or your Child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- (b) We may also provide references that may contain information relating to the reason for your Child's leaving the School including in the case of expulsion.

## 13. INTELLECTUAL PROPERTY RIGHTS

- (a) We shall recognise any intellectual property rights vested in your Child.
- (b) The School reserves all rights and interest in any intellectual property (including any copyright, design right, registered design, patent or trademark) including

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such rights and interests arising as a result of the actions of its staff and the work of any student in conjunction with any member of staff and/or other students at the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the student's role in the creation/development of intellectual property.

## 14. DATA PROTECTION

- (a) The School holds information about you and your Child. Further details on the data held and the purposes for which such data will be processed by ACS are set out in our Privacy policy (as updated from time to time).
- (b) Students of the School, if of sufficient maturity and understanding to comprehend their rights under the General Data Protection Regulation (EU 2016/679), have certain legal rights which the School must observe. Regulatory guidance indicates that the age a Child may enforce these rights individually is from the age of 13. This includes the right of a student to refuse to provide or to withdraw existing consent for their personal information to be processed. This may limit the amount of personal information that ACS is lawfully able to disclose to you. If a conflict of interest arises between the Parents and students, the rights of, and duties owed to, students will in most cases take precedence over the rights of, and duties owed to, the Parents.

## 15. CHANGES IN OWNERSHIP ETC.

- (a) For the purposes of constitutional changes to the School or amalgamation, we reserve the right to transfer our obligations under this Contract to any other natural or legal person, and to assign the benefit of this Contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.
- (b) Where appropriate we will inform you in relation to such changes and seek your consent.

## 16. HOW THIS CONTRACT MAY BE ENDED AND WHAT WILL HAPPEN IN THOSE CIRCUMSTANCES

### (a) Our right to end this Contract and what the consequences will be

(i) The School shall be entitled to end this Contract in the following circumstances:

- you fail to re-enrol your Child and pay the Re-enrolment Deposit by the relevant re-enrolment date as described in section 2;

- you persistently fail to pay the Fees to us by the specified due date confirmed in the Schedule of Fees;
- any of the conditions set out in our Offer or otherwise as set out in these terms and conditions are not met, or cease to be met at any time after the date that our Contract is formed;
- if in the reasonable opinion of the Head of School, the School cannot continue providing adequately for your Child's special educational or other learning needs;
- you materially fail to comply with any obligations under this Contract;
- it becomes apparent that the information you have provided to us during your application or at any stage during the term of this Contract is false, incomplete, incorrect or misleading;
- you fail to disclose material information regarding your Child's academic, social, physically, emotional, behavioural or psychological well-being;
- we take disciplinary action against your Child in accordance with the School's Disciplinary Policy and where we determine as a result of that procedure that your Child is no longer able to continue attending the School;
- where you and/or your Child are in material breach of any of our regulations, policies, procedures and/or codes of conduct including any School Rules;
- where acting reasonably and having full regard to our legal obligations under the Equality Act 2010, we are unable to make all and/or any adjustments required to accommodate any relevant health or medical condition, disability or allergy your Child is found to suffer from;
- or any other reason that in our reasonable discretion, means that your Child's continued attendance at the School is inappropriate or unsafe either for the Child or for your Child's fellow students and /or School staff;
- you fail to fully comply with all relevant immigration laws and regulations (including any relevant UKVI requirements) and/or we discover that your Child does not have a legal right to study in the UK; or
- where expressly stated elsewhere in this Contract.

(ii) Subject always to your obligation to Re-enrol, it is assumed that if your Child satisfies the relevant academic criteria at the time your Child will progress through the School each Academic Year. You will be consulted before the end of the third Quarter if there

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appears to be any reason why your Child may be refused a place for the next academic school year. Where in our reasonable opinion your Child does not meet our requirements, we will be entitled to end this Contract with effect from the end of the current Academic Year, unless terminated earlier pursuant to Section 5(b).

(iii) If we end the Contract for any reason set out above, you will not be released from your obligation to pay the Fees to the School, and you may be liable for the remainder of any Fees payable, unless we agree otherwise with you. In addition, unless we agree otherwise with you, you may not be entitled to receive a refund of Fees (including Deposit or other charges) paid.

(iv) If we end the Contract in accordance with this section 16, your Child will no longer be permitted to attend the School and must remove all personal items from the School (including any items kept at our boarding facilities) and return any items belonging to the School.

**(b) Your right to end the Contract after the Cancellation Period has expired and what the consequences would be if you do so**

You may end this Contract at any time in accordance with the provisions of this section.

(i) If you wish to end your Contract after the Cancellation Period but before your Child starts at the School, you shall give written notice to the Admissions Office to that effect as soon as possible, but no later than one calendar month prior to your Child's due start date. If such notice is received by the Admissions Office by that time, unless we agree otherwise, you will not be entitled to receive a refund of the Deposit paid, but we confirm that no further Fees would be payable or due. If such notice is received within one calendar month prior to your Child's due start date, you will be responsible to pay an equivalent sum of 45 School days' day tuition fees (calculated on a pro-rata basis taking into account the relevant fee for the Semester), less the amount of the Deposit paid, and this amount shall become immediately due and owing to the School as a debt. Please see section (iii) if you have also requested boarding services.

(ii) If you wish to withdraw your Child from the School at any time after your Child starts at the School you are required to give us no less than 45 School days' notice in writing to the Admissions Office. If, in these circumstances, you give less than 45 School days' written notice, you will be required to pay in lieu for the balance of 45 School days' tuition Fees from the date notice is provided. Please see section (iii) if you have also requested boarding services.

(iii) You may at any time provide us with written notice that you no longer wish your Child to board with us. However, you acknowledge that enrolment as a boarding student is for a full Academic Year, and you will not be entitled to a refund of boarding fees unless notice is given to take effect at the end of the current Academic Year.

For the avoidance of doubt, in the event of a student transferring from boarding to day during the Academic Year there will be no refund of boarding fees which have been paid for that Academic Year, unless we are able to find another student to fill your Child's space in boarding.

(iv) You may end this Contract where we are in material breach of our obligations to you to provide services with reasonable care and skill or if you do not agree to any material changes we make under clause 7(d). You may be entitled to a proportionate refund of any Fees paid in such circumstances, and you will have no further liability to us for Fees from the date you end the Contract for reasons of our breach.

(v) If you end the Contract in accordance with this section 16, your Child will no longer be permitted to attend the School and must remove all personal items from the School (including any items kept at our boarding facilities) and return any items belonging to the School.

**(c) Mutual rights to end this Contract**

(i) Either party may end this Contract immediately by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

(ii) For the avoidance of doubt, this Contract shall end automatically at the end of your Child's schooling at the School. At this time, your Child will be required to remove all personal property from the School (including any items kept at our boarding facilities) and return any items belonging to the School.

## 17. COMMUNICATIONS

All notices required to be given under these terms and conditions must be given in writing. You undertake to notify the School of any change of address of any person or other contact details who has signed the Application Form. Where both parents have signed the Application Form, the School will communicate with both parents unless notice in writing with contrary instructions are given by all the parties to the Application Form. Communications (including notices) will be sent by the School to the address shown

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in its records. Notices that you are required to give under these terms and conditions must be in writing, addressed to the Dean of Admissions and sent to the School's address. If sent by first class post, notice shall be deemed to have been given on the second day after posting.

## 18. THIRD PARTY RIGHTS

Only the School and the Parents are parties to this agreement. Neither your Child nor any other third party is a party to it. No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

## 19. INTERPRETATION

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

## 20. JURISDICTION AND GOVERNING LAW AND ALTERNATIVE DISPUTE RESOLUTION

- (a) The Contract between you and the School is governed by English Law. You and we both agree that the English and Welsh courts have jurisdiction over any disputes that may arise under this Contract. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

Version 1.3, 2020

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### ACS COBHAM

Heywood, Portsmouth Road,  
Cobham, Surrey, KT11 1BL, England  
T: +44 (0)1932 869744  
E: cobhamadmissions@acs-schools.com

### ACS EGHAM

Woodlee, London Road (A30),  
Egham, Surrey, TW20 0HS, England  
T: +44 (0)1784 430611  
E: eghamadmissions@acs-schools.com

### ACS HILLINGDON

Hillingdon Court, 108 Vine Lane,  
Hillingdon, Middlesex, UB10 0BE, England  
T: +44 (0)1895 818402  
E: hillingdonadmissions@acs-schools.com