



Middle School Programme/Pre-IB/IB Diploma Terms and Conditions

Direct links to the relevant sections in this policy:

1. [Terminology](#)
2. [Acceptance and deposit](#)
3. [Visas and Immigration](#)
4. [Fees](#)
5. [Educational matters and pastoral care](#)
6. [Behaviour and discipline](#)
7. [Notice and termination](#)
8. [Events beyond the control of the parties](#)
9. [Data Protection](#)
10. [General contractual matters](#)

1. Terminology

- 1.1 **Admitted:** The Student is Admitted to the College when the College receives the acceptance form and the Enrolment Deposit.
- 1.1 **Cancellation:** means the cancellation of a place at the College after the Student is Admitted to the College and before Entry to the College.
- 1.2 **Course:** means the IB Diploma course (IB), the Pre-IB course (Pre-IB) or the Middle School Programme (MSP) as detailed on the College's website.
- 1.3 **Entry:** occurs on the first day the Student attends the College.
- 1.4 **Extras:** means alone or in combination clothing and equipment, photographs or other items ordered by the Parents or the Student or charges arising in respect of educational visits, or damage where the Student alone or with others has caused wilful loss or damage to College property or the property of any other person (fair wear and tear excluded) or bank charges arising from default in Fees payment or late payment charges.
- 1.5 **Fees:** means alone or in combination any of the Registration Fee, the Enrolment Deposit, tuition fees, accommodation fees, fees for extra tuition, or Extras.
- 1.6 **Fees in lieu of Notice:** means one full Term's Fees immediately payable as debt when the Parents fail to provide Notice. Fees in lieu of Notice will be charged for the longer of the length

of the term following Withdrawal and twelve weeks and will not be subject to any deductions for a scholarship or bursary.

1.7 **Principal:** means the Principal of the College who is responsible for the day-to-day running of the College. The expression Principal also refers to any person to whom the responsibilities of the Principal have been delegated.

1.8 **Notice:** means a Term's Written Notice given by:

1.8.1 both Parents; or

1.8.2 one of the Parents with the prior written consent of the other Parent; and

1.8.3 any other person with Parental Responsibility

before the last day of the preceding Term, and addressed to and received by the Principal personally. The Parents should contact the College if no acknowledgement of the Notice is received from the College within seven days of the date of the Notice.

1.9 **Parental Responsibility:** means legal responsibility for the Student. The College must be satisfied that all those with Parental Responsibility agree to the Student being Admitted to the College before the Parents sign the acceptance form.

1.10 **Parents or You:** means any person who has signed the acceptance form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions. The term Parent or You in these terms and conditions includes any legal guardian (or equivalent in the Student's home jurisdiction) of the Student.

1.11 **Student:** means the child named on the acceptance form. The age of the Student will be calculated in accordance with British custom.

1.12 **College or We or Us:** means St Clare's, Oxford, as now or in the future constituted (and any successor).

1.13 **College Governors or Governing Body:** means the Governors of the College who are appointed from time to time and who are responsible for governance of the College.

1.14 **Term:** means the period between and including the first and last days of the relevant College term.

1.15 **Term's Written Notice:** has the meaning set out in clause 7.1.

1.16 **Withdrawal:** means the withdrawal of the Student from the College by the Parents or the Student with or without Notice at any time after Entry to the College.

2 **Acceptance and deposit**

2.1 **Legal Contract:** A legally binding contract is formed on these terms and conditions together with:

2.1.1 the letter of offer;

2.1.2 the acceptance form; and

2.1.3 the College's fees list;

when a completed acceptance form is submitted by the parents and the enrolment deposit is paid in full.

2.2 **Enrolment Deposit:** A deposit as shown in the letter of offer is payable in full in British Pounds Sterling (£) when the Parents complete the acceptance form issued by the College. The Enrolment Deposit will be retained by the College until after the Student leaves and will be repaid within 60 days from the date of the last scheduled day of the Student's course without interest to the Parents unless stated otherwise in these terms and conditions.

2.2.1 The College shall be entitled to retain from the enrolment deposit the amount of any outstanding fees or costs incurred.

2.2.2 The College shall refund the enrolment deposit in full to the deposit payer within 60 days of the offer withdrawal or receipt of the UKVI Visa Notice only in the event that:

(a) the College withdraws an offer of a Place following formal acceptance of a place and full payment of the enrolment deposit; or

(b) the Parent notifies the College in writing that the Student has not been granted the appropriate visa by the UKVI permitting him/her to undertake a course at the College in accordance with condition 3, where:

(i) The Visa Notice is accompanied by documentary evidence of the refusal by the UKVI to grant the appropriate visa; and

(ii) the reason for such refusal is not because of any failure by the applicant to comply with the visa application requirements of the UKVI;

2.2.3 The College shall not be required to refund any of the enrolment deposit to the deposit payer if the reason for failing to secure a visa is:

(a) that the applicant has not provided the information required by the UKVI or has not done so in sufficient time to allow that visa application to be processed before the course begins; or

(b) the Student does not take up any his/her place on the course.

3 Visas and Immigration

3.1 **Visa requirement:** The College currently holds a licence to sponsor international students under Student Sponsor status of the points based system of immigration. The Parents must inform the Principal when returning a completed registration form or at any other time if their child requires sponsorship from the College in order to obtain a visa to study at the College. It shall be the Parents' responsibility at all times to ensure that their child has the appropriate immigration permission to live in the United Kingdom and to study at this College and the Parents shall permit the College to take and retain copies of all documentation required to be kept by the College in order to comply with its duties as a Student Sponsor, including passport, visa, vignette and /or biometric resident permit of the child and, where necessary, the Parents. Students will not be permitted to start their Course without an appropriate visa.

4 Fees

4.1 **Payment of Fees:** The Parents jointly and severally agree to pay the Fees directly to the College in British Pounds Sterling (£). Except where a separate agreement has been made between the Parents and the College for the deferment of payment of Fees, Fees are due and payable as cleared funds in two instalments as follows:

- 4.1.1 50% of the Fees no later than three weeks before the date of Entry for the Student; and
- 4.1.2 The balance of Fees no later than 3 weeks before the published first day of the Spring Term in the Student's first academic year at the College.
- 4.1.3 In subsequent years, each fee invoice must be paid no later than 3 weeks before the published first day of the Autumn Term and the 3 weeks before the published first day of the Spring Term respectively.

The exception to 4.1.1 and 4.1.2 is in circumstances where acceptance of the offer of a place is made within five weeks of the Entry. In such cases the date before payment of the first instalment shall be required will be set out in the offer letter.

If an item on the fees invoice is under query, the balance of that fees invoice excluding the queried item must be paid. Please note that a surcharge is payable by the Parents if payment is made by credit card.

- 4.2 **Payment of Fees by a third party:** An agreement with a third party to pay the Fees or any other sum due to the College does not release the Parents from liability if the third party defaults and does not affect the operation of any other of these terms and conditions unless an express release has been given in writing, signed by the Bursar. The College reserves the right to refuse a payment from a third party.
- 4.3 **Indemnity:** If the College is required to pay all or part of any sum received from a third party credit provider on behalf of the Parents, the Parents shall indemnify the College against all losses, expenses (including legal expenses) and interest suffered or incurred by the College.
- 4.4 **Refund or waiver:** Save where there is a legal liability including liability under a court order or under the provisions of this agreement to make a refund or reduction Fees will not be refunded reduced or waived if:
 - 4.4.1 the Student is absent through illness; or
 - 4.4.2 a Term is shortened or a vacation extended; or
 - 4.4.3 the Student is released home before or after public examinations or otherwise before the normal end of a Term; or
 - 4.4.4 the College is temporarily closed due to adverse weather conditions; or
 - 4.4.5 for any reason other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship.

See also Section 8 for information about events beyond the control of the parties.

- 4.5 **Exclusion for non-payment:** The College reserves the right to exclude the Student from the course and / or from accommodation on three days' written notice if Fees are overdue for payment. If the Student is excluded for a period of 28 days, he / she will be deemed withdrawn without Notice and a Term's Fees in lieu of Notice will be payable immediately by the Parents.
- 4.6 **Late payment:** Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the College, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the College of a default. The Parents shall also be liable to pay all

costs, fees, disbursements and charges including legal fees and costs reasonably incurred by the College in the recovery of any unpaid fees regardless of the value of the College's claim.

- 4.7 **Fees increases:** Fees are reviewed annually and are subject to increase from time to time. If the Parents receive less than a Term's notice of a Fees increase, they may give to the College written Notice of Withdrawal of the Student within 21 days and will not be liable to pay Fees in lieu of Notice. The Enrolment Deposit, if paid, will be refunded without interest less any sums owing to the College.
- 4.8 **Anti-money laundering and anti-bribery:** From time to time, the College may need to obtain satisfactory evidence of the identity of a person who is paying Fees such as sight of a passport. The parties will comply with the College's Policies on Anti-bribery and Anti-money laundering, copies of which are available on the College website.

5 Educational matters and pastoral care

- 5.1 **Provision of education:** The College will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for the Student and to provide education to at least the standard required by law in the particular circumstances. The College will exercise reasonable care and skill in providing educational services for the Student but cannot guarantee that the Student will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 5.2 **Organisation of the curriculum:** The right is reserved to the Principal to organise the College and the curriculum in the most appropriate manner to meet the requirements of the whole College community. Subject choices allocated to the Student will be as stated in the offer letter. Allocation of subjects and any changes to the choice or availability of subjects will be at the sole discretion of the College. We will endeavour to inform the Parents of material changes and the reasons for them as soon as practicable.
- 5.3 **Progression:** Progression will be subject to the Student satisfying the academic requirements at the time and the requirements for good behaviour and discipline which are explained in the College Regulations for IB, Pre-IB and MSP Students. The Parents will be consulted if the College considers that the Student cannot progress from MSP or Pre-IB to the next stage. The Parents will also be consulted if the College considers that the Student may only progress from IB1 to IB2 on a reduced IB course programme.
- 5.4 **Public examinations:** The Principal may, after consultation with the Parents and the Student, decline to enter the Student's name for a public examination. The Principal will act reasonably and fairly in exercising such discretion.
- 5.5 **Educational visits:** A variety of educational visits will be provided for the Student. By signing the acceptance form or agreeing to be bound by these terms and conditions the Parents consent to the Student taking part in any educational visit. Educational visits which:
- 5.5.1 cost more than £1000; or
 - 5.5.2 require overseas travel; or
 - 5.5.3 involve an overnight stay; or
 - 5.5.4 occur during a College vacation; or
 - 5.5.5 involve some element of high risk or adventure activity;

will be subject to a separate agreement. The Student shall be subject to College discipline in all respects whilst engaged in an educational visit. The College reserves the right to prevent the Student from taking part in an educational visit while overdue Fees remain unpaid.

- 5.6 **Complaints:** Any question, concern or complaint about the pastoral care or safety of a Student or any educational issue or other matter connected to the College must be notified to the College as soon as practicable. A copy of the College's complaints procedure can be found on the College website.
- 5.7 **Student's rights:** The Student has certain legal rights that the College must observe. If a conflict of interest arises between the Parents and the Student, the rights of, and duties owed to, the Student will in most cases take precedence over the rights of, and duties owed to, the Parents.
- 5.8 **Principal's authority:** The Parents authorise the Principal to take and / or authorise in good faith all decisions which the Principal considers on proper grounds will safeguard and promote the Student's welfare.
- 5.9 **Educational Guardian:** All of our residential students, regardless of age, must have an Educational Guardian in the UK. The Educational Guardian will be expected to deal with any emergencies should they arise. We are not in a position to recommend any particular Educational Guardian; however, the Boarding Schools Association (BSA) has a list of those guardians that have the BSA Certified Guardian Scheme certification which is an assurance of professional quality.
- 5.10 **Medical information:**
- 5.10.1 The Parents agree that the College shall have the right to disclose medical information about the Student if it is considered to be in best interest of the health and welfare of the Student or other members of the College community. Such information will be given and received on a confidential, "need to know" basis.
- 5.10.2 The Parents will provide the College with details of any medical condition, health problem or allergy affecting the Student; any learning difficulty, disability, or special educational need of the Student, as well as any behavioural, emotional and / or social difficulty of the Student. This can be done by using the Confidential Information form attached to the Joining Information Form.
- 5.10.3 If the Student develops medical problems after joining the College and it becomes evident that the problems existed prior to joining but were not declared by the Parents the College reserves the right to ask the Parents to remove the Student from College.
- 5.11 **Emergency medical treatment:** The Parents authorise the Principal to consent on their behalf to the Student receiving emergency medical treatment if after reasonable endeavours the College cannot contact either of them.
- 5.12 **Photographs or images (including video recordings):** Unless the Parents indicate otherwise on the Joining Information Form (issued prior to the start of the course) the College may obtain and use photographs or images (including video recordings) of the Student for:
- 5.12.1 use in the College's promotional material such as the prospectus, the website or social media;
- 5.12.2 press and media purposes;
- 5.12.3 educational purposes as part of the curriculum or extra-curricular activities.

The College may seek specific consent from the Parents before using a photograph or video recording where the College considers that the use is more privacy intrusive. Where the Student is of sufficient maturity, we may seek the Student's specific prior consent in addition to or instead of the Parents' consent. We would not disclose the home address of the Student without the Parents' consent.

- 5.13 **Communications from the Parents:** Communications or instructions from one of the Parents or any person with Parental Responsibility shall be deemed by the College to be received from both Parents. This requirement does not apply to the giving of Notice for the Cancellation of the place or the Withdrawal of the Student from the College. Those persons who are required to consent to or to give Notice of Cancellation or Withdrawal are set out in clause 1.8.
- 5.14 **Insurances:** In addition to those insurance required by law, the College obtains cover under a Fees Protection Scheme and Travel Insurance. Details of the cover provided and how to make a claim are given in the IB Registration Zone. The costs of these mandatory insurances are charged as an Extra to the Parents.
- 5.15 **College's liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the College does not accept responsibility for accidental injury or other loss caused to the Student or the Parents or for loss or damage to property.

6 Behaviour and discipline

- 6.1 **College behaviour and discipline:** The Parents accept that the Principal is entitled to set policies for discipline and behaviour at the College. The Parents accept the authority of the Principal and of other members of staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Student and the College community as a whole. The College's Regulations for IB, Pre-IB and MSP Students which is current at the time and published on the College website applies to all Students when they are on College premises or otherwise representing or associated with the College.
- 6.2 **Permanent exclusion:** The Student may be permanently excluded from the College if it is proved on the balance of probabilities that the Student has committed a very grave breach of discipline or a serious criminal offence.
- 6.3 **Withdrawal for disciplinary reason:** The Parents may be required to withdraw the Student permanently from the College if, after consultation with the Parents, the Principal considers that the Student's conduct, behaviour or progress warrants this sanction. The Principal may also require the withdrawal of the Student if the Parents have treated the College or members of its staff or community unreasonably.
- 6.4 **Fees after permanent exclusion or required withdrawal:** The College shall not waive or refund any Fees paid by the Parents following an permanent exclusion or required withdrawal. On permanent exclusion, the Enrolment Deposit shall be retained by the College. Following a required withdrawal, the Enrolment Deposit shall be refunded without interest less any sums owing to the College.
- 6.5 **Governors' review:** The Principal's decision to expel or require the withdrawal of the Student shall be subject to a Governors' review, if requested by the Parents. The Parents will be given a copy of the review procedure current at the time. The Student shall be suspended from the College pending the outcome of the review.

7 Notice and termination

7.1 **A Term's Written Notice:** means Notice given before the last day of a Term and taking effect at the end of the following Term. A Term's Written Notice must be given if the Parents wish to:

7.1.1 cancel the place after the Student is Admitted; or

7.1.2 withdraw the Student after Entry; or

7.1.3 discontinue extra tuition for the Student.

It is expected that the Parents will consult with the Principal before they give Notice.

7.2 **Cancellation rights:** If the offer of a place and its acceptance are both made entirely at distance by means of post, fax or electronic communication without either parent meeting face to face with a member of the College staff during the contractual process the Parents may cancel this agreement at any time within 14 days of the date of the Acceptance form. In such circumstances the Enrolment Deposit will be refunded together with any Fees paid pro-rated if the College has provided any educational services under this agreement.

7.3 **Fees in lieu of Notice:** Where the Parents have not given a Term's Written Notice of Withdrawal, the Parents shall become immediately liable to pay Fees in lieu of Notice less the Enrolment Deposit as debt immediately at the full Fees rate applicable for the Term following Withdrawal unless the place is filled immediately and without loss to the College. Fees in lieu of Notice shall not be limited to the parental contribution in the case of a scholarship, exhibition or bursary. The Fees in lieu of Notice represent a genuine pre-estimate of the College's loss in these circumstances, and sometimes the actual loss to the College will be much greater.

7.4 **Cancelling acceptance:** Save where clause 7.2 applies, when the Student is Admitted to the College the Parents become immediately liable to pay the first Term's Fees at the full rate and will be required to do so even if they cancel the place before Entry or the Student does not enter the College. In such circumstances, the Enrolment Deposit shall be refunded by means of a credit against the first Term's Fees. If the place is filled immediately and without loss to the College the Parents will not be liable to pay the first term's Fees and will be refunded the Enrolment Deposit.

7.5 **Termination by the College:** The College may terminate this agreement on one Term's notice in writing sent by ordinary post. The College will not terminate this agreement without good cause and full consultation with the Parents and also the Student. The Enrolment Deposit will be refunded without interest less any outstanding balance of Fees.

8 Events beyond the control of the parties

8.1 **Force majeure:** An event beyond the reasonable control of the College or the Parents is a **Force Majeure Event** and shall include such events as fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.

8.2 **Notification:** If either the College or the Parents is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.

- 8.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 8.2 above shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 8.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 8.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

9 Data Protection

9.1 How We may use Personal Information: References, Confidentiality and Data Protection

9.1.1 **We may provide a reference for the Student.** We may supply information and a reference in respect of the Student to any educational institution which You propose the Student may attend. Any reference supplied by Us will be confidential. We will take care to ensure that all information that is supplied relating to the Student is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, We cannot be responsible for any loss You or the Student is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

9.1.2 **We will need to use information relating to the Student, and to You, for certain purposes connected with the running of the College.** This will include name, contact details, College records, photographs and video recordings, both whilst the Student is at the College and after he/she has left, for the purposes of:

- (i) managing relationships between the College and current students/parents and fulfilling our obligations under the contract with You;
- (ii) promoting the College to prospective students/parents;
- (iii) publicising the College's activities; and
- (iv) communicating with the College community and the body of alumni.

In respect of (ii), (iii) and (iv), this includes use of such information by the College in/on the College's prospectus (in whatever format or medium it is produced/made available), the College's websites and (where appropriate) the College's social media channels.

9.1.3 **You are required to update us of changes to information held, or in circumstances relating to You and/or the Student.** You must:

- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) You and/or the Student that is held by the College; and
- (ii) inform the College of any change to Your or the Student's circumstances (including, where applicable, in connection with the Student's entitlement to enter, reside and/or study in the United Kingdom), or to information about (or relating to) You or the Student that has previously been notified to the College, including relevant contact details.

9.1.4 **As a Student Sponsor We need Your consent to us providing certain information to UKVI.** In order to comply with our responsibilities as a licensed Student Sponsor under the Home Office's points-based system for immigration purposes, You consent to us notifying and/or supplying information relating to You and/or the Student's right to enter, reside and/or study in the United Kingdom to the United Kingdom Visas and

Immigration (UKVI) unit of the Home Office (and to do so whether We actually sponsor the Student or not).

9.1.5 **We will send information (such as College reports) about the Student to both of You as a matter of course.** You agree that those persons who have parental responsibility for the Student are entitled to receive certain information about the Student from the College (including College reports, correspondence and other materials relating to his or her progress, development and/or education generally). The College shall therefore disclose such information as a matter of routine to such persons 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 the Data Protection Act 1998 (as amended or superseded)).

9.1.6 **Data Protection Law.** The College will process personal data about You and the Student in accordance with the General Data Protection Regulation 2018 and other related legislation. We will process such personal data:

- (i) as set out in this Clause 9, and in the College's Privacy Notice' which is available on the College's websites] as may be amended from time to time;
- (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- (iii) to perform our obligations under this contract, and where otherwise reasonably necessary for the College's purposes

10 General contractual matters

10.1 **Changes to these terms and conditions:** The College may change these terms and conditions from time to time to reflect changes in the law or in custom and practice at the College. The Parents will be notified of any revised terms and condition before any changes take effect.

10.2 **Changes to the College:** The College, as any other, is likely to undergo a number of changes during the period of this agreement. Wherever possible, the College will endeavour to consult with the Parents and to provide as much notice as possible of a change to the College which it considers will have a significant impact on the Student's education or welfare. In addition, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the College.

10.3 **Consultation:** It is not practicable to consult with the Parents and the Student over every change that may take place. Whenever practicable, the College will use reasonable endeavours to ensure that the Parents will be consulted and provided with reasons for the change and where possible given at least a Term's notice in writing of:

10.3.1 a change of ethos or culture; or

10.3.2 a change in any physical aspect of the College which would have a significant effect on the Student's education or pastoral care; or

10.3.3 a change of ownership of the College.

10.4 **Consumer rights:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe the consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair. Nothing in these terms and conditions affects the Parents' statutory rights.

- 10.5 **Information for parents:** We provide parents of prospective students with information about the College and the educational services we provide in good faith. This information may be contained in the College's prospectus / website / promotional literature or in statements made by staff or students during a visit or an open day. If the Parents wish to take account of the information provided to them when deciding whether to enter into this agreement, they should seek specific confirmation from the Principal or one of the Vice-Principals that the information is accurate before returning a completed acceptance form to the College.
- 10.6 **Third party rights:** Only the College and the Parents are parties to this contract. Neither the Student nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 10.7 **Interpretation:** These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.
- 10.8 **Jurisdiction:** This contract was made at the College and it, together with each matter relating to the provision of educational services by the College, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

St Clare's, Oxford: a Company Limited by Guarantee
Registered in England, Company Number: 01986868
Registered Office: 139 Banbury Road Oxford OX2 7AL
Registered Charity Number: 294085

July 2021