

TERMS AND CONDITIONS OF ENROLMENT TO OTC COLLEGES

UK STUDENTS

1. DEFINITIONS

In these terms and conditions:

‘Agreement’ means these terms and conditions as amended from time to time between the College and Parents.

‘Application Form’ means the form completed by parents and submitted to College to enable a Student to be considered for admission and entry to the College.

‘College’ means College at 3F Overseas Education, 207 Regent Str., London, W1B 3HH as now or in the future constituted (and any successor).

‘College’s Admission Policy’ means the policy detailing the College’s admissions requirements as amended from time to time and available upon request from the College.

‘College’s Complaints Policy’ means the policy detailing the College’s complaints procedure as amended from time to time and available from College.

‘College’s Policy on Exclusion’ means the College’s policy on the exclusion of Students from College as amended from time to time and available upon request from the College.

‘Code of Conduct’ means the document setting out the expected standards of behaviour for Students at College, a copy of which is sent to Parents with the offer of a place at College and provided to the Student upon entry to the College.

‘Deposit’ means the fee payable by Parents to secure a place for the Student as detailed in the College’s Admissions Policy, the amount as specified from time to time by the college.

‘Enrolment Form’ means the form completed by parents accepting an offer for a place for a Student at the College.

‘Examination Fee’ means the fee payable by parents prior to the taking of the College entrance exam if required.

‘Fee’ and **‘Fees’** means the fees set out in the Schedule of Fees and, where not listed in the Schedule of Fees, any Registration Fee, Deposit or tuition fee as well as any Supplemental Charges payable by Parents where applicable.

‘Health Questionnaire’ means the health questionnaire and emergency contact form completed by parents and returned to College prior to admission.

‘Parent’ and **‘Parents’** means any person who has signed the Enrolment Form and/or who has accepted responsibility for the Student’s attendance at the College. Parents are jointly and severally liable for complying with their obligations under this Agreement.

‘Principal’ means the person responsible for the day to day running of the College and includes any person to whom any duties of the Principal have been delegated from time to time.

‘Registration Fee’ means the fee payable by parents upon submission of the Application Form as detailed in the College’s Admissions Policy.

‘Schedule of Fees’ means the schedule detailing College Fees and other charges payable by Parents as amended from time to time.

‘Student’ means the Student named on the Enrolment Form.

‘Supplemental Charges’ means the charges payable by Parents arising in respect of extras such as educational visits, trips, music lessons, extra tuition, equipment, clothing, photographs, other items ordered by the Student or Parents, other extracurricular activities and any additional charges for the special educational needs of the Student and 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) and any late payment charges incurred.

‘Term’ means a College term as notified to Parents from time to time.

‘Term’s Notice’ means notice given before the first day of a term and expiring at the end of that term by all who have signed the Enrolment Form. A term’s written notice should be addressed to and actually received by the Principal. No other notice will suffice. Notices must be hand delivered or sent by special or guaranteed delivery post to the College address.

2. APPLICATION AND ADMISSION TO THE COLLEGE

2.1 A Student will be considered for entry to the College once the College has received a completed Application Form and the Registration Fee and/or Examination Fee. The Registration Fee and Examination Fee are non-refundable. Further information on admission to the College is set out in the College’s Admissions Policy.

2.2 An offer of a place at the College is accepted once the College has received a completed Enrolment Form and the Deposit. The balance of the Deposit is held by the College and refunded, without interest, at the end of the Student’s final term less any outstanding Fees due unless stated otherwise in these Terms and Conditions. The Deposit is not refundable in the event of the Student not joining the College.

2.3 The cancellation of a place, which has been accepted, can cause long-term loss to the College if it occurs after other families have taken their decisions about schooling for their Students. A genuine pre-

estimate of loss is Fees for between one and two years. Nonetheless, the College agrees to limit the Parent's liability to a term's Fees (less the Deposit held) which will be immediately payable as a debt by the parents if, for any reason, the acceptance of a place is cancelled less than a term before entry or the Student does not join the College after a place has been accepted. The College will retain parents who withdraw giving a Term's Notice before entry will not have to pay Fees in lieu but the Deposit.

2.4 If the offer of a place is made in the Summer Term immediately prior to the term of entry the Parents may cancel their acceptance in writing at any time up to four weeks from the date of the Enrolment Form. The College will then retain the Deposit. Parents who give notice of cancellation after this date or who give no notice of cancellation will incur a liability to pay a term's Fees in lieu of notice (less the Deposit).

2.5 The offer of a place and its acceptance by the Parents forms a legally binding contract between the parties.

2.6 The College may in some circumstances seek assurances and evidence that there are no outstanding Fee liabilities relating to the Student at previously attended educational establishments. The Parents therefore consent to the College making enquiries of the Student's previous Colleges for confirmation that all sums due and owing to such College have been paid. The Parents also consent to the College informing any other College or educational establishment to which the Student is to be transferred if any Fees of this College are unpaid.

2.7 Parents must inform the Principal when returning a completed Application Form or at any other time if their Student requires sponsorship from the College in order to obtain a visa to study at the College. Where the College for immigration purposes sponsors a Student the Parents shall permit the College to take and retain copies of the Student's passport and visa. It shall be the Parents' responsibility at all times to ensure that their Student has the appropriate immigration permission to reside in the United Kingdom and to study at this College.

3. PAYMENT OF FEES

3.1 Parents are responsible for the payment of all Fees applicable in each College year. Except where a separate agreement has been made between the Parents and the College for the deferral of payment of Fees, fees are due and payable before the commencement of the term to which they relate. If one of more items on the bill is under query, the balance of the bill must be paid. Any sum tendered that is less than the College on account may accept the sum due and owing only. Cheques and other instruments delivered after the first day of term will be presented immediately and will not be considered as payment until cleared.

3.2 Unless agreed otherwise in writing by the Principal, an agreement with a third party to pay any Fees or other charges will not release the Parents from their obligations under this Agreement and their liability to pay Fees. The College reserves the right to refuse a payment from a third party.

3.3 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 up to 8% per annum accruing on a daily basis, which is a genuine estimate of the cost to the College of a default. The Parents shall also be liable to pay all costs, Fees and charges including legal fees and costs reasonably incurred by the College in the recovery of unpaid Fees. If Fees have been paid in part, interest charges may be applied to the unpaid balance.

3.4 The Parents agree that a payment made in respect of one Student may be appropriated by the College to the unpaid account of any other Student of those Parents.

3.5 Fees are reviewed annually. Whilst changes usually take effect at the start of the Autumn Term the College reserves the right to review Fees at other times if deemed necessary. If less than a Term's Notice is given of a fee increase notice of withdrawal of the Student given within 21 days after notice of the increase was received will not incur a Term's Fees in lieu of notice and the Deposit will be refunded without interest.

3.6 Fees will not normally be refunded or waived for absence through ill health, exclusion or otherwise; if a term is shortened or a vacation extended; or if the College is temporarily closed due to adverse weather conditions; or if the Student is released home before or after public examinations or otherwise before the normal end of term; or for any cause other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship or where there is a legal liability under a court order or under the provisions of this contract to make a refund. This rule is necessary so that the College can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other Parents.

3.7 The College reserves the right to exclude the Student from College whilst Fees remain overdue on three days' written notice. The College may also withhold any references and Parents' consent to the College informing any other educational establishment to which the Student may be sent of any outstanding Fees. Please refer to Section 7 below for provisions regarding deemed withdrawal for non-payment of Fees.

3.8 An agreement by the College to accept payment of current and/or past and/or future Fees by instalments is concessionary and will be subject to separate agreement/s between the Parents and the College. Where there are inconsistencies between these Terms and Conditions and those of any

instalment agreement or invoice issued by the College to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

3.9 Every scholarship, bursary or other award or concession is a discretionary privilege, subject to high standards of progress, attendance, diligence and behaviour on the Student's part and to the Parents treating the College and our staff reasonably. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer. Any value attached to a scholarship shall be deducted from Fees before any bursary or other concession is calculated or assessed.

3.10 For the purposes of precautions against money laundering, in some circumstances the College will need to obtain satisfactory evidence (such as sight of a passport) of the identity of a person who is paying the Fees.

4. BEHAVIOUR AND DISCIPLINE

4.1 The Code of Conduct sets out the expected standards of behaviour for Students at College and Parents are requested to read the Code of Conduct with the Student prior to the Student entering the College.

4.2 Parents undertake to ensure that the Student attends each College day and that the Student conforms to such rules and regulations relating to (amongst other things) appearance, behaviour and punctuality as are issued by the College from time to time.

4.3 The Principal (and other members of staff on the Principal's behalf) is entitled to take all reasonable disciplinary or preventative action necessary to protect the interests of the Student or other Students at the College, to protect the well-being of College staff and to safeguard the interests of the College community as a whole. The College's disciplinary policy which is current at the time applies to all Students when they are on College premises, or in the care of the College, or otherwise representing or associated with the College

4.4 Parents acknowledge that the Principal is entitled to exercise a wide discretion in relation to College policies, rules and regulations and the Principal will exercise those discretions in a reasonable and lawful manner.

4.5 A complaint or rumour of misconduct will be investigated. The Student may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's human rights and freedoms and to ensure that his/her Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, and also to make arrangements for the Student to be accompanied and assisted by a parent, education guardian or a teacher of the Student's choice.

4.6 Investigation of a complaint, which could lead to temporary or permanent exclusion, removal, or withdrawal of the Student shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents or education guardian so that they can attend a meeting with the Principal before a decision is taken in such a case. In the absence of a parent or an education guardian, the Student will be assisted by an adult (usually a teacher) of his/her choice.

4.7 Except as required by law, the College and its staff shall not be required to divulge to Parents or others any confidential information or the identities of Students or others who have given information which has led to the complaint or which the Principal has acquired during an investigation.

4.8 The Student may be given the opportunity to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of College discipline. A sample or test in these circumstances will not form part of the Student's permanent medical record.

4.9 The Principal may require Parents to remove the Student from College if the Student's attendance, progress or behaviour (both in and outside the College) is seriously unsatisfactory and the removal of the Student from the College is in the College's best interests or those of the Student or the other Students.

4.10 The Principal may require Parents to remove or may temporarily or permanently exclude the Student from College if the Principal considers the behaviour of a Parent to be unreasonable and/or likely to adversely affect the progress of the Student or any other Students at the College or the well-being of College staff or to bring the College into disrepute.

4.11 Further information regarding some offences likely to result in temporary or permanent exclusion are set out in the College's Policy, however these examples are not exhaustive and the Principal retains the right to suspend or expel the Student for a lesser offence where there has been previous misbehaviour. In making a determination all aspects of the Student's record at College may be taken into account.

4.12 The exclusion or removal of the Student from College will not give rise to any refund of Fees for the current or past Terms and, save any contrary provisions in any other agreement between the Parents and the College, all arrears of Fees and any other sums due to the College will be payable. However, in such circumstances Fees in lieu of notice will not be payable and any pre-paid Fees will be refunded.

5. EDUCATIONAL MATTERS AND WELFARE

5.1 Subject to the provisions of this Agreement the College undertakes to exercise reasonable skill and care in promoting the education and welfare of the Student throughout the period of the Student's attendance at the College to the standard required by law. 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.

5.2 The College's obligations in clause 5.1 apply during College hours and at other times when the Student is permitted to be on College premises or does the College organize participating in activities. The College cannot accept responsibility for the Student at any other time.

5.3 Parents undertake to co-operate with the College in order that the College can fulfil its responsibilities set out in this Agreement and in particular Parents should encourage the Student in its studies and provide the requisite level of support at home.

5.4 Parents undertake to maintain a courteous and constructive relationship with College staff, attend College meetings where appropriate and generally keep in touch with College where it is in the interests of the Student to do so.

5.5 Parents consent to such physical contact as may be appropriate and proper in the course of teaching and instruction and for the maintenance of good order, the protection or safety of any Student and for providing comfort to the Student in distress.

5.6 Unless the College is advised otherwise Parents consent to the Student participating in contact sports and in other normal sports and activities which may entail some risk of physical injury.

5.7 Parents undertake to inform the College of any situations where special arrangements may be needed in relation to the Student. The Principal must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. Parents may be excluded from College premises if the Principal, acting in a proper manner, considers such exclusion to be in the best interests of the Student or any other member of the College community.

5.8 The Principal must be notified by a parent or their authorized representative before College starts of any reason for the Student's absence from College. Wherever possible Parents should give the Principal prior notification of the Student's absence from College. Non-sickness permission for absence must be sought in advance in writing from the Principal

5.9 The College will monitor the Student's progress and produce regular written College reports. The College will advise Parents if there are any concerns about the Student's progress.

5.10 The College does not undertake to diagnose dyslexia or other specific conditions; however a formal assessment can be arranged either by Parents or the College at Parents' expense.

5.11 If in the reasonable opinion of the Principal the College cannot provide adequately for the Student's special educational needs Parents may be asked to withdraw the Student from the College and will incur no liability for Fees in lieu of notice.

5.12 Parents must, as soon as possible, disclose to the College in confidence any known medical condition, health problem or allergy affecting the Student; any history of a learning difficulty on the part of the Student or any member of his/her immediate family; or any disability, special educational need or any behavioural, emotional any family circumstances or court and/or social difficulty on the part of the Student; or order which might affect the Student's welfare or happiness; or any concerns about the Student's safety or any change in the financial circumstances of parent/s of a Student awarded a bursary by the College.

5.13 We will do all that is reasonable to ensure that your Student remains in the care of the College during College hours but we cannot accept responsibility for the Student if they leave College premises in breach of College Rules or Regulations [and we are not legally entitled to do so in the case of a Student aged 16 years or over.]

5.14 When both Parents will be absent from the Student's home overnight or for a twenty-four hour period or longer, the College must be told in writing the name, address and telephone number for twenty-four hour contact with the adult who will have the care of the Student.

5.15 The Parents consent to the Student travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

5.16 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 Parents or for loss or damage to property.

5.17 Those who have parental responsibility (i.e. legal responsibility for the Student) are entitled to receive relevant information concerning the Student whether or not they are party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the interests and welfare and best interests of the Student.

5.18 The Principal may, after consultation with Parents and the Student, decline to enter the Student's name for a public examination if, in the exercise of professional judgement, the Principal considers that by doing so the Student's prospects in other examinations would be impaired and/or if the Student has not prepared for the examination with sufficient diligence, for example, because the Student has not worked or revised in accordance with advice or instruction from the staff.

5.19 Parents must notify the Principal when completing the College's Confidential Information Form and subsequently in writing if they are aware or suspect that the Student (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide the College with copies of all written reports and other relevant information. Parents will be asked to withdraw the Student, without being charged Fees in lieu of notice if, in the professional judgment of the Principal and after consultation with the Parents and with the Student (where appropriate), the College cannot provide

adequately for a Student's special educational needs. The College reserves the right to charge any additional teaching provided as an extra.

5.20 It is assumed that each Student who satisfies the relevant criteria at the time will progress through the College and will ultimately complete its final year. Parents will be consulted before the end of the Spring Term if there appears to be any reason why the Student may be refused a place at the next stage of the College. Parents must give a term's notice in writing (i.e. before the start of the Summer Term) in accordance with the provisions about notice (in Section 7) if they do not intend their Student to proceed to the next stage of the College, or a term's Fees in lieu of notice will be payable.

5.21 The College reserves all rights and interest in any copyright, design right, registered design, patent or trademark ("intellectual property") arising as a result of the actions or work of the Student in conjunction with any member of staff and/or other Students at the College for a purpose associated with the College. The College will acknowledge and allow to be acknowledged the Student's role in the creation/development of intellectual property.

5.22 Copyright in the Student's original work, such as classroom work, prep or homework, projects, internal examination scripts, practical work and computer generated material, belongs to the Student. Most such work (but not examination scripts) will be returned to the Student when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to our retaining such work on College premises until, in our professional judgment, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Student's work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the Principal and staff.

5.23 A variety of educational visits may be provided for a Student while the Student is here. The cost of some educational visits may be charged as an extra and added to the bill. Educational visits abroad or those in the United Kingdom involving an overnight stay will be the subject of a separate agreement with Parents and the cost of the trip will be payable in advance. The Student is subject to College discipline in all respects whilst engaged in a College trip. All additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Student's safety and welfare, or to respond to breaches of discipline, will be added to the bill.

6. HEALTH MATTERS

6.1 Prior to the Student entering the College Parents should complete and submit to the College the Health Questionnaire. Parents undertake to inform the College of any health or medical condition,

disability or allergy which the Student has or at any time develops, whether long or short term and including any infections.

6.2 If the Student requires urgent medical attention whilst in the care of the College the College will if practicable obtain Parents' prior consent to any proposed treatment. However, if the College is unable to obtain such consent, or the Parents cannot be contacted in time, then Parents authorise the Principal to consent on their behalf to any urgent medical treatment (including blood transfusions within the United Kingdom, anaesthetic or operation) recommended by a doctor.

6.3 The Principal may at any time require a medical opinion or certificate as to the Student's general health where the Principal considers that necessary as a matter of professional judgment in the interests of the Student and/or the College. A Student of sufficient age and maturity is entitled to insist on confidentiality which can nonetheless be overridden in the Student's own interests or where necessary for the protection of other members of the College community.

6.4 Throughout the Student's time as a member of the College, the Principal shall have the right to disclose confidential information about the Student if it is considered to be in the Student's own interests or necessary for the protection of other members of the College community. Such information will be given and received on a confidential basis.

7. NOTICE PROVISIONS

7.1 Any notice withdrawing the Student from College must be in writing and addressed to and actually received by the Principal. No other notice will suffice. **Notices must be hand delivered or sent by special or guaranteed delivery post to the College address.**

7.2 If Parents determine to cancel a place which they have accepted before their Student enters the College or withdraw a Student who has entered the College, a Term's Notice must be provided or a full Term's Fees will be immediately payable in lieu of notice as a debt unless the place is filled immediately and without loss to the College. A full Term's Fees means Fees at the rate that would have applied had the Student attended and not limited to the parental contribution in the case of a scholarship, exhibition or bursary or other award or concession. The charge of a Term's Fees in lieu of notice represents a genuine pre-estimate of the College's loss in these circumstances and sometimes the actual loss to the College will be much greater. This rule is necessary to promote stability and the College's ability to plan its staffing and other resources. The Deposit will be refunded, without interest, at the end of the Student's final term less any outstanding Fees due.

7.3 If Parents wish to withdraw the Student from any activity for which Supplemental Charges apply a Term's Notice in writing will be required or a full Term's Supplemental Charges for that activity will be payable in lieu of notice.

7.4 A Student who has been suspended at any time when Fees are unpaid will be deemed withdrawn without notice 28 days after suspension and in such circumstance a Term's Fees in lieu of notice will be payable in accordance with the provisions of this clause.

7.5 Provisional notice is valid only for the Term in which it is given and expires at the end of that Term.

7.6 A Student's decision to withdraw from the College shall, for these purposes, be treated as a withdrawal by the Parents

7.7 It is expected that Parents will in every case consult personally with the Principal or with the Principal's authorised Deputy before notice of withdrawal is given by the Parents.

7.8 The College may terminate this agreement on one term's written notice sent by ordinary post or on less than one term's notice in a case involving permanent exclusion or removal. The College would not terminate the contract without good cause and full consultation with Parents and also the Student (if of sufficient maturity and understanding). The Deposit would be refunded without interest less any outstanding balance of the account.

8. COMPLAINTS POLICY

8.1 If Parents have any concerns as to a matter of safety, care, discipline or progress of the Student they should inform the College without delay.

8.2 Any complaints should be made in accordance with the College's Complaints Policy.

9.1 The College is not responsible for the security of the Student's personal property at College and Parents may wish to arrange insurance cover for any such property.

10. DISCLOSURE OF INFORMATION AND CONFIDENTIALITY

10.1 From time to time the College may be required to supply references to other educational establishments and Parents consent to the College supplying all requisite information. The College undertakes to use all reasonable skill and care in ensuring that all information supplied is accurate and that any opinions given about the Student's ability, aptitude for certain courses and character are fair. The College accepts no liability for any alleged losses suffered by Parents and/or the Student as a result of any such references.

10.2 Parents consent to the College making use of information relating to the Student whilst attending College and after leaving College for reasons connected to the ongoing management of the College.

10.3 It is the College's general practice to include some photographs and videos of students and/or interviews for publicity, educational, marketing, advertising and fundraising purposes . Parents may

withdraw their consent to the use of the Student's photograph or image appearing in any such promotional material by writing to the Principal and requesting an acknowledgement of their letter.

10.4 The Parents authorise the Principal to override their own and (so far as they are entitled to do so) the Student's rights of confidentiality, and to impart confidential information where necessary to safeguard or promote the Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the College. In some cases, teachers and other employees of the College may need to be informed of any particular vulnerability the Student may have.

10.5 The College reserves the right to monitor the Student's e-mail communications and internet use.

10.6 By signing the Enrolment Form or by agreeing to be bound by these Terms and Conditions the Parents on behalf of themselves and so far as they are able on behalf of the Student authorise the College to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the College.

11. CHANGE

11.1 The College reserves the right to transfer the undertaking of the College to a third party and/or amalgamate the College with any other educational establishment and/or to undertake any other corporate reorganisation and to assign the benefit and burden of this Agreement in connection with any such change.

11.2 From time to time it may be necessary to make changes to certain aspects of the College such as changes to facilities, premises, staff, curriculum, size and composition of classes, College rules, regulations and policies.

11.3 It is not practicable to consult with parents and Students over every change that may take place. Whenever practicable, the College will use reasonable endeavours to ensure that parents will be consulted and where possible given at least a term's notice of a change of policy, change in any physical aspect of the College which would have a significant effect on their Student's education or pastoral care, or a change of ownership. For example, notice would be given to remove a subject from the curriculum.

12. COMMUNICATIONS

12.1 With the exception of communication regarding cancellation, withdrawal and notice of withdrawal, or unless advised otherwise, the College will be entitled to treat any communication received from or sent to any person with parental responsibility as having been received on behalf of or sent to all such persons.

12.2 All notices required to be given under this Agreement must be given in writing, addressed to the Principal and sent to the College's address as set out in clause 1 of this Agreement.

12.3 Any written communication to Parents will be sent by the College to the address held on College records and Parents are responsible for notifying the College of any change of address of any Parents' details.

13. LIABILITY

13.1 The College does not accept liability for accidental injury or other loss caused to the Student or Parents or for loss or damage to property unless such injury loss or damage is due to the negligence of the College.

13.2 An event beyond the reasonable control of the parties to this Agreement is referred to below as a 'Force Majeure Event' and shall include such events as an act of God, 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.

13.3 If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement 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.

13.4 If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 13.3 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

13.5 If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 13.3 may terminate this agreement by providing at least three working days notice in writing to the other party.

14. THIRD PARTY RIGHTS

14.1 Only the College and the Parents are parties to this Agreement. Neither the Student, nor any third party, is a party to it. The acts and omissions of Parents are binding on the Student and vice versa as to any matter of behaviour, discipline and Fees. All requests and authorities by the Parents are treated as being made on behalf of the Student and vice versa.

15. VARIATIONS

15.1 The College reserves the right to change or add to this Agreement from time to time.

16. INTERPRETATION

16.1 This Agreement supersedes the terms and conditions previously in force and will be construed as a whole. Headings are for ease of understanding only and do not form part of this Agreement.

Examples given in these Terms and Conditions are by way of illustration only and are not exhaustive.

If at any time any part of this Agreement is or becomes invalid, illegal or unenforceable for any reason whatsoever, that part shall be treated as severable and the remainder of this Agreement shall not be affected in any way.

17. LEGAL CONTRACT

17.1 The offer of a place and its acceptance by the Parents give rise to a legally binding contract on the terms of these Terms and Conditions. These Terms and Conditions, together with the letter of offer, Enrolment Form and Fees List form the basis of a legal contract for educational services.

17.2 The College prospectus and website describe the broad principles on which the College is presently run and whilst they were believed to be correct at the time of publication they are not part of any agreement between Parents and the College.

17.3 If Parents have a concern about any issue highlighted in either the prospectus or the website they should seek clarification of the matter from the Principal in writing prior to entering into this Agreement.

17.4 Care has been taken to use plain language in these Terms and Conditions and to explain the reasons for any of the terms that may appear one-sided. If any words above or in combination, infringe the Unfair Terms in Consumer Contracts Regulations 1999 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.

18. JURISDICTION AND GOVERNING LAW

18.1 This Agreement was made at the College is governed by and construed in all respect exclusively in accordance with the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

INTERNATIONAL STUDENTS

PART 1

The offer of a place only becomes unconditional upon receipt of a non-refundable registration fee of £500, a deposit of £2000, copies of school transcripts/reports/results and a copy of the student's passport photo page. The deposit balance is used for examination fees, textbooks, extras and trips. The remaining balance is refunded only upon completion of the agreed programme of study.

All College tuition fees are payable yearly or twice yearly in advance, and are due on or before the first day of term or 14 days from the date of invoice, whichever is sooner. The College itself does not hold a

consumer credit license and is not able to provide credit to parents other than in advance via a direct debit arrangement through a third party licensed under the Consumer Credit Act. The Principal reserves the right to exclude from college or from examinations any student whose fees remain outstanding after the due date.

PART 2

ACADEMIC REQUIREMENTS

The offer of a place at the College is valid for two weeks from the date it was made. Those accepting after some delay must check with the Principal to make sure that the place remains available. This enrolment form does not reserve a place at the College. The Principal reserves the right to make an offer of a place on the strength of the application. Students are required to have achieved a minimum academic standard equivalent to 5 passes at grade C or above in GCSE, or an equivalent examination in order to be accepted onto an A Level course or the International Foundation Programme. The College may also request students pass an additional academic entrance test before being offered a place at the College.

As part of the registration process at the College, students starting an A Level course may be tested on Mathematics to determine their suitability for Mathematics or Further Mathematics courses. Students with Academic English below 6.5 may also be tested on English Language.

ENGLISH LANGUAGE REQUIREMENTS

Students must have an acceptable standard of English before starting an academic course at the College. For A Level courses, students must have a minimum of grade C at GCSE or IGCSE English Language or hold an IELTS pass of 5.0 (or equivalent) or above in each skill. For our International Foundation Programme students must have a minimum of grade C at GCSE or IGCSE English Language or hold an IELTS pass of 5.0 (or equivalent) or above in each skill. Students may be asked to sit an Abbey DLD College English test if they do not possess an English qualification approved by UKVI (UK Visa and Immigration).

This test gives an Academic English-equivalent score and will be used to determine whether a student is at the required level to start their chosen academic course. Students who are below the target entry grade will be advised to join a full time English language course at the college for a suitable period of time before commencing A Level or Foundation courses.

At the start of each academic year of study students following an A Level course without a pass at grade C in GCSE or IGCSE English Language or with an IELTS score below 6.5 (or equivalent) must join an English-language training course for the duration of the academic year which will be timetabled alongside A Level lessons. Students following the English language training course have the opportunity to sit the IELTS examination at the end of their first and second year of study.

NOTICE OF WITHDRAWAL

Notice of withdrawal before the end of a course must be given to the Principal in writing not less than one full term in advance. If notice is given later than this, then the subsequent term's fees become payable in full.

Absence from class for whatever reason, including sickness, does not qualify for a refund of fees, nor can the college be expected to provide extra lessons without charge to compensate for such absences. If a student is excluded on disciplinary grounds, the fees for the term remain payable.

ATTENDANCE AND ABSENCE

Attendance for lessons, tests and examination feedback is a requirement for all students at Abbey DLD Colleges. Students who have persistent unexplained absences face exclusion from the College in accordance with the Colleges disciplinary procedure. Please note that if a student misses 10 expected contacts without the College's permission, the College is obliged to inform the UK Visa and Immigration Agency, and this may affect the student's permission to remain in the UK. Attendance and punctuality is required to be at least 90% throughout the duration of the course.

Abbey DLD Colleges will withhold refunds where the reason for failure to attend arises from a visa refusal as a consequence of submitting forged or false documents.

VARIATIONS

Timetables may be revised at short notice should circumstances demand it. Wherever possible, students will be notified of this in advance. If there is insufficient demand for a course then we will offer private tuition with a number of reduced hours in lieu of the full course. The Principal also reserves the right to modify academic programmes or examination entries, or to exclude any student whose work or conduct is deemed by the College to be unsatisfactory.

STUDENT TERM TIME ADDRESSES

The College requires up to date contact details for all students and their parents or guardians. All students must give the College their term time address and a contact telephone number. Students must inform Reception/Administration if either changes.

HOMEWORK AND TESTING

Students must make every effort to complete homework on time. Failure to do so will result in a study detention, unless prior consent has been given. Regular testing is a key element of Abbey DLD College programmes and students must undertake these tests at a frequency determined by the College.

Persistent failure in these examinations or non-attendance without prior notification will result in the student being excluded from the College. In this event, the fees for the term will be payable in full.

HOLIDAYS

It is essential that students attend every day of term. Permission will not be granted to students either to extend College Holidays or take holidays during term time, except in exceptional circumstances. See the separate Term Dates' document for all term dates.

STUDENT BEHAVIOUR AND DISCIPLINE

We treat our students as young adults and expect a friendly, courteous and hard working atmosphere to prevail. Any student who detracts from this will face a Disciplinary Meeting with senior staff of the College and a formal warning. Continued disruption may lead to suspension or expulsion from the College. Behaviour or attitudes that are deemed unacceptable include bullying, rudeness to other college members or any form of prejudice or racism.

SMOKING, ALCOHOL AND DRUGS

Smoking is not permitted inside any of the College buildings.

Students who appear under the influence of alcohol will be suspended. On returning to the College they will be formally warned by the Principal that any repetition of this behaviour will result in dismissal.

Any student who, in the opinion of the Principal appears to be under the influence of illegal drugs, or who have brought illegal drugs into any of the College buildings, will be immediately excluded. The Principal reserves the right to require students to undertake testing for drugs if, in the opinion of the Principal, it is appropriate to do so.

Each student will be issued with a copy of, and will be required to adhere to, the College's Student Handbook.

OTHER MATTERS

DISCLOSURE OF INFORMATION AND CONFIDENTIALITY

From time to time the College maybe required to supply references to other educational establishments (for example Universities). Furthermore, students and/or parents consent to the College making use of information relating to the student whilst attending the College and after leaving the College for

reasons connected to the on-going management of the College. It is the College's general practice to include some photographs and videos of students and/or interviews for publicity, educational, marketing, advertising and fundraising purposes. Consent may be withdrawn for the use of a student's image appearing in any such promotional material. The College will always comply with any applicable data protection legislation.

INSURANCE

The student is responsible for the security of their personal property at the College and in any College Accommodation. Students and/or parents are advised to arrange insurance cover for any such property.

LIABILITY

Students are personally responsible for their own safety and are jointly and individually liable for any damage caused by them to the premises where they are taught. The College does not accept liability for accidental injury or other loss caused to the student or parents or for loss or damage to property unless such injury, loss or damage is due to the negligence of the College.

The College shall not be liable in the event of enforced closure due to circumstances beyond its reasonable control including, without limitation, force majeure, malicious damage, failure of technical facilities or infectious disease. The College shall ensure arrangements are implemented in a timely manner to ensure it can reasonably meet the education and welfare needs of the student.

All students are personally responsible for ensuring that they are entered correctly for examinations.