

TERMS AND CONDITIONS

1 COLLEGE

- a) **The College** means Rochester Independent College, trading as RIC Trading Ltd, whose Registered Office is at Star Hill, Rochester, Kent ME1 1XF (Company No. 08504140)
- b) **The Principal** is the person appointed by the College to be responsible for all students and includes those to whom any of the duties of the Principal or the College have been responsibly delegated and may be one or more persons.
- c) **The Parent/guardians** are those who have parental responsibility for the student and those who have signed the registration or acceptance form who agree to be bound by these terms and conditions individually and jointly. The parent/guardians are expected to give their support and encouragement to the aims of the College and to uphold and promote its good name; where necessary to support the College's agreed aims for the education of the student, to continue the student's education at home and to ensure that the student maintains appropriate standards of punctuality, behaviour, diligence, language, discipline and dress.
- d) **Aims**
The aims of the College are to help all of our students leave us not only with excellent results but also with new confidence about their education, more focus on their options, a new maturity in their approach to life and enthusiasm for the future. Further details are described in the prospectus. Although the prospectus describes the broad principles on which the College is run and is believed to be correct at the time of printing it does not form part of the contract between parent/guardians and the College. The College is a private self-regulating community which respects the human rights of students and their parent/guardians, who in turn accept that the College's policies, disciplines and rules must sometimes take precedence over the wishes of individuals.
- e) **Changes at the College**
The College must sometimes initiate and respond to change. The offer of a place and its acceptance are given out on the basis that, in the interests of the College as a whole, reasonable changes may be made from time to time. Normally parent/guardians would be consulted on any significant proposals or change of policy. If the ownership or legal status of the College changes, any obligations under these Terms and Conditions will be deemed assigned to the new entity.
- f) **The standard Terms and Conditions**
No variation or waiver of these Terms and Conditions shall be effective unless agreed in writing by the College. Any such waiver will only be valid at the time it is agreed. The purpose of the rules about change, notice, fees in lieu of notice and other rules set out below are to enable the College to provide a stable well-planned and properly resourced educational establishment. These help to protect parent/guardians from increases in fees and liabilities caused by the defaults of others and are provided in good faith.
- g) **Individual tuition**
Where individual tuition is agreed, the College undertakes to provide a minimum of three hours per week at A level and two hours per week for GCSE for the same fees as a group course in the subjects agreed.
- h) **Failure to meet group size**
Some subjects require a minimum number of students since they are not possible to be taught due to the requirements of the relevant examination board if numbers are too small in the class. In that event, a reasonable alternative course will be offered or the money for that course refunded or the student will have the option of withdrawing from the College.

2 CARE AND GOOD DISCIPLINE

- a) **Parental authority**
The Parent/guardians authorise the Principal or his delegate *in loco parentis* or acting on behalf of a student, to take and/or authorise in good faith all decisions that safeguard and promote the student's welfare. Parent/guardians give consent to the student attending any essential educational visits as their course requires. Prior consent will be sought for non local trips. Parent/guardians also give consent to such physical contact as may be lawful, appropriate and proper for teaching and providing comfort to a student in distress or to maintain safety and good order or in connection with the student's health. The Principal may also consent on behalf of the parent/guardians to the student receiving emergency medical treatment including blood transfusions within the United Kingdom, general anaesthetic and operations under NHS or at a private hospital where certified by a person who is appropriately qualified, where necessary for the student's welfare and if parent/guardians cannot be contacted in time. Authorisation is also given for the College to use a student's copyright material, image, recording and name, together with information about his/her participation in any College event or activity for use by the College. This consent covers the entire or partial use of the student's copyright material, image, recording and name in conjunction with other words and images.
- b) **Contact and Attendance**
We attach importance to courtesy, integrity, manners and good discipline. The student is expected to take a full part in the activities of the College, to be punctual, to attend all lessons, to work hard, to be well behaved and to comply with the College rules and the rules relating to the Halls of Residence where appropriate.
- c) **The Student's Health**
The Principal may at any time require a medical opinion or certificate as to the student's general health. The age of the student will be calculated in accordance with UK custom. Parent/guardians will be asked to complete a form of medical declaration concerning the student's health and must inform the Principal in writing if the student develops any known medical condition, health problem or allergy or will be unable to take part in activities or has been in contact with infectious diseases.
- d) **Special Educational Needs**
You may be asked to withdraw your child from the College if in the opinion of the Principal the College cannot provide adequately for your child's special educational needs.

3 ADMISSION AND ENTRY TO THE COLLEGE

- a) **Registration**
If the College offers a place to a student, the offer is only valid at the time it is made. Students who do not register at the time the offer is made are advised that they should check with the College to make sure that the place remains available. Although the College will do all it reasonably can to assist it cannot guarantee to keep a place available for any period of time.
- b) **Offer of a Place**
Where a place is offered and a student wishes to accept a place, a registration form must be completed, signed by the person/s responsible for the fees and returned to the College with the required fees payment (initial or full first term as applicable). The fee forms part of the total fees due and is only refundable at the College's discretion. Once the initial/first term's fees payment have been paid the student is enrolled on his or her course of study and the contract for the entire course is made on these Terms and Conditions.
- c) **Initial fees payment**
An initial, or full first term fees payment must be made for each student.
- d) **Overseas Students**
Where one or both parent/guardians normally reside outside of the UK, the current figure for the first term's fees must be paid and is non-refundable in the event of a student being later unable to fulfil the offer of a place due to Visa or similar limitations.
- e) **College's right to withdraw place**
A place is offered subject to satisfactory references. If those references are unsatisfactory the offer will be withdrawn. The place could also be withdrawn if any information on the registration form is inaccurate, incomplete or other information is received which would have affected the original decision to offer a place. All decisions to be made at the Principal's discretion. The place may be withdrawn at any time.
- o) **Course Length**
The length of course will be agreed at registration and will be included in the offer notification. Any extension of that course is agreed as a separate contract.

4 FEES AND EXTRAS

- a) **Items covered**
Fees cover the normal curriculum including books but do not cover extra art and photography materials beyond the standard pack. Other items incurred such as examination fees, excursion costs, specialist teaching for English as a Foreign Language will be charged as *Extras*. Damage caused by a student, other than fair wear and tear, may be separately invoiced and must be paid as an extra or deducted from the damage deposit.
- b) **Payment of fees and extras**
Each invoice must be paid by the dates given. Main fees are due by 1 September; (1 July for Halls students to secure place); 1 December and 1 March of the due year; sundry invoices must be paid within 14 days of the invoice. In the case of students completing a course at the end of January, all fees are due at start of course. A student may be excluded from the College at any time when fees are unpaid and after 28 days following the exclusion may be deemed withdrawn at the Principal's sole discretion. (In such cases, a term's fees in lieu of notice will be payable). Fees will not be refunded or waived for absence through sickness; if a term is shortened or a vacation extended; if a student is released home after public examinations or otherwise before the normal end of term; or for any other cause except in the sole discretion of the Principal.
- c) **Responsibility for payment**
Fees are the joint and several responsibility of each person who has signed the Registration Form, including those students who are aged 18 and over; who has parent/guardian responsibility for the student; has paid any fees or has returned the student to the College or given instructions in relation to the student. The Principal may withhold any information or property while fees are unpaid. In cases of outstanding fees, the Principal will inform any educational establishment to which the Parent/guardian proposes to send their child.
- d) **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 parent/guardians from any liability under these Terms and Conditions, unless an express release has been given in writing signed by the Principal. The Principal reserves the right to refuse a payment from a third party. All such payments received are accepted in good faith.
- a) **Late payment**
The right is reserved to make late payment charges composed of monthly compound interest rate at 2.5% (or an equivalent daily rate for any shorter period) on any fees outstanding. If fees are not paid within one month, then the student, if aged 18 or over, will also be held responsible for fees payable. Cheques delivered at any time after

the first day of term will be presented immediately and will not be considered paid until payment has cleared through the College's bank. Any sum tendered that is less than the sum due and owing may in event be accepted as on account only.

- b) **Instalment arrangements**
An agreement to accept payment of fees by standing order, direct debit or any other arrangement by instalments is concessionary and will cease automatically in the event of any default for 30 days or more. Late payment charges will apply.
- c) **Increases**
Fees are calculated on an annual basis for each academic year. Every endeavour will be made to keep any rise in fees for a subsequent year to no more than 8% of the previous year's fees. However, the Principal reserves the right not to be bound by this figure in exceptional circumstances. Every effort will be made to inform parent/guardians of the fees for the following year by the end of April of the present year. It is the responsibility of parent/guardians to ensure they are aware of the fees for each academic year and to pay such fees in accordance with these Terms and Conditions.
- d) **Scholarship/Bursary**
If a student has been awarded a scholarship or bursary the liability in respect of fees will be for the amount due after taking account of that award. An award may be withdrawn with immediate effect if, in the opinion of the Principal, the student's attendance, progress or behaviour no longer merits the continuation of the award. Any such withdrawal will not operate in such a way as to increase the fees due in respect of a term that has already commenced. Any scholarship/bursary awarded by the College is done so presuming confidentiality on both sides. Any disclosure of financial arrangements to a third party may result in the scholarship/bursary being withdrawn.
- i) **Deposits**
The tuition and damage deposits will be retained for the duration of a student's stay at the College and will be refunded provided that due notice of withdrawal has been given and all other monies due to the College have been paid and deducted. The tuition and damage deposits are payable on enrolment with the non refundable registration fee. The payment of the deposit is required to secure a place at the College. If the student withdraws before taking up a place at the College the deposit is forfeited.
- j) **Non UK Residents**
For students who are not resident in the UK the first term's fees should be paid on enrolment. A letter for visa purposes will only be issued when funds have been cleared. Should visa application be unsuccessful, the first term's fees and damage deposit will be refunded but the tuition deposit and registration fee will be retained.
- k) **Discontinuation**
A term's notice is required for the discontinuation of Halls of Residence places, minibus transport and lunches.

6 EVENTS REQUIRING NOTICE IN WRITING

- a) **Notice to be given by the parent/guardians** means (unless the contrary is stated in these Terms and Conditions) a term's written notice addressed to and actually received by the Principal. No other notices will suffice. Notices should be hand delivered or sent by recorded or guaranteed delivery post to the College address.
- b) **Provisional notice is valid only for the term in which it is given and only when written and accepted in writing by the Principal.**
- c) **Term** means the period between and including the first and last days of each school term.
- d) **A Term's Notice** means notice given before the first day of term and expiring at the end of term.
- e) If a student is to be withdrawn from the College (other than at the agreed leaving date indicated on the registration form) parent/guardians shall either give a term's notice to that effect or shall pay the College a term's fees in lieu of notice. In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to the College.
- f) It is assumed that two year A level students will continue until the end of the second year of sixth form and that students in the lower school will continue until the end of year eleven.

7 DISCIPLINARY PROCEDURES

- a) The Principal is responsible for the imposition of any sanction including exclusion for non-payment of fees, suspension during investigation or following a breach of school discipline, and suspension, requirement to leave or permanent exclusion. It is a condition of remaining at the College that the parent/guardians and the student (including a student aged 16+ and 18+) accept the College regime and the rules (in so far as they are lawful and reasonable) as to appearance and dress and the rules of the College discipline that apply from time to time. The Principal may require parent/guardians to remove or may suspend, issue a requirement to leave or permanently exclude the student from the College if it is considered that the student's attendance, progress or behaviour (including behaviour outside school) is seriously unsatisfactory and in the opinion of the Principal (such opinion deemed to be conclusive) it is in the College's best interests or those of the student or other students.
- b) Should the Principal exercise the right under sub clause 6(a) above, parent/guardians will not be entitled to any refund or remission of fees paid or due and the initial/first term's fees payment will be forfeited. In such circumstances fees in lieu of notice may be required. In the event of a student who repeatedly breaks College rules or brings the College into disrepute, these Terms and Conditions may be replaced by a separate contractual arrangement.
- c) The College rules set out examples of offences likely to be punishable by suspension, requirement to leave or permanent exclusion. These examples are not exhaustive, and in particular the Principal may decide that suspension or permanent exclusion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the student's record at the College may be taken into account.
- d) The review of serious disciplinary matters is governed by the Complaints procedure, a copy of which is available on request.

7 CONFIDENTIALITY AND REFERENCES

- a) Parent/guardians consent to supplying information and a reference in respect of the student to any educational institution which you propose the student may attend. Any reference supplied by the Principal shall be confidential. The Principal will take care to ensure that all information that is supplied relating to the student is accurate and any opinion given on ability, aptitude for certain courses and character is fair. However, the Principal cannot be liable for any loss parent/guardians or students are alleged to have suffered resulting from a reference or report given by the Principal.
- b) Parent/guardians consent to the Principal making use of information relating to the student whilst at the College and after leaving, for the purposes of communicating and managing relationships with students and former students of the College.

HALLS OF RESIDENCE TERMS AND CONDITIONS

- 1 These terms and conditions are in addition to the terms and conditions of Rochester Independent College and in no way alter or affect any conditions set out therein.
- 2 In order for a place to be reserved in the Halls of Residence, the appropriate section on the registration form must be completed and returned with the required deposit. This deposit is refundable after the end of the course of study following an inspection of the premises.
- 3 The fees for the year are payable termly. In the case of students completing a course at the end of January, all Halls of Residence fees are due in advance. The fees for the Halls of Residence include accommodation during all College terms and half-terms. Christmas, Easter and Summer holidays are not included. If permission is granted by the Principal for a student to remain in the hostel over the holiday period, a pro rata charge based on costs prevailing for the current academic year will be made.
- 4 Accommodation will be allocated at the beginning of term at the College's discretion. Every effort will be made to allocate rooms in accordance with student wished but no guarantee can be given.
- 5 The College provides accommodation, inclusive of bedlinen, water, heating and food for seven days a week. There are kitchen facilities for the preparation of snacks and drinks. It is the responsibility of students to keep the kitchen facilities clean and tidy at all times.
- 6 It is the responsibility of the student to ensure that the Refectory staff are fully aware of any dietary restrictions as early as possible following their arrival in the Halls of Residence. It is also the student's responsibility to ensure that they arrive at the specified time for meals.
- 7 The Halls of Residence have central heating in every room. Under no circumstances will students be allowed to use their own heating appliances. If there is any problem at any time with heating or hot water supplies, students should bring it to the attention of the resident Supervisor or Maintenance Co-ordinator. In the interest of safety, students must not, under any circumstances, interfere with the heating controls or fuse boxes.
- 8 It is the policy of the College that students residing in the Halls of Residence may not bring motorised vehicles with them except in exceptional circumstances when written approval from a Principal must be given.
- 9 The College cannot accept responsibility for loss or damage to a student's property. Passports must be handed in to the College Bursar on arrival. A safety deposit box is situated in every room. More valuable items can be locked in the College safe if necessary. Students are urged to take out their own property insurance, details of which can be obtained from the College.
- 10 Smoking and the consumption of alcohol is not allowed anywhere in the Halls of Residence premises. Apart from the possibility of damage, this is a safety requirement. Any student found in breach of these rules will be liable to instant removal from the Halls of Residence and, in the case of persistent offenders, from the College.
- 11 Use, or possession of illegal substances is strictly forbidden and will lead to instant suspension or expulsion. The relevant authorities will be contacted.
- 12 All students are expected to respect the privacy and rights of fellow students and neighbours. Anti-social behaviour will be dealt with at the discretion of the Principal, in consultation with parent/guardians as necessary.