



# Application for Admission

## Terms and Conditions

### 1. Definitions

(a) In these terms and conditions

"Acceptance Form" means the form provided by the School for parents or guardians to complete when accepting a place for their child at the School.

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

"The Complaints Procedure" is the School's procedure for handling complaints from parents, as amended from time to time for legal or other substantive reasons or in order to assist the proper administration of the School.

"Deposit" means the sum set out in the Schedule of Fees.

"Fees" means the fees set out in the Schedule of Fees as amended from time to time.

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

"Principal" means the person designated as being responsible for the day-to-day management of a school division.

"School Division" means a section of the school which may be Early Childhood, Lower School, Middle School or High School or other division as specified.

"School Rules" means the rules of the School as provided in the Handbook, a copy of the current version of which is provided to each child on entry and is sent to parents with the letter offering a place at the School, as those rules may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the School. Parents will be given notice of such amendments.

"Quarter" means a marking period of the School as notified to parents from time to time.

"Semester" means two marking periods or quarters and comprises half of the academic year.

"School day" means any part or whole of a day when the School is in session.

"45 days notice" means written notice given 45 school days before the withdrawal of the child from the School.

"Terms and conditions" means these terms and conditions as amended from time to time.

"We" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires.

"You" or the "parents" means each person who has signed the Acceptance Form as parent or guardian of a child or a person who with the School's written consent replaces a person who has signed the Acceptance Form.

- (b) The Acceptance Form, the Schedule of Fees, the School Rules, the Complaints Procedure and these terms and conditions form the terms of a contract between you and ACS International Schools Ltd. and constitutes the entire agreement between the parties. It is not intended that the terms of the contract shall be enforceable by your child or by any other third party.

### 2. Acceptance and Deposit

- (a) An offer of a place for your child at the School is accepted by your submitting the Acceptance Form and paying the deposit.
- (b) The deposit is not refundable. The deposit will form part of the general funds of the School until it is credited without interest to the second semester/ final payment of fees or other sums due to the School on your child's leaving.
- (c) If you wish to withdraw your acceptance of a place after submitting the Acceptance Form and paying the deposit but before your child starts at the School, you shall give written notice to that effect as soon as possible, but no later than one calendar month prior to your child's due start date. If such notice is received by the School by that time the deposit paid will be forfeited in accordance with Clause 2(b) above but no further fees will be payable. If such notice is received on or after that date, 45 days fees, charged at the rate applicable for the semester, less the amount of the deposit paid, shall be payable to the School, and shall become due and owing to the School as a debt.
- (d) Requests for refunds (of Application Fees and Deposits) must be made in writing (to the Admissions Office) and, at the school's discretion, will only be granted in exceptional circumstances.

### 3. School Fees

- (a) All the costs incurred in the usual course of the education by the School of your child, including the provision of any necessary educational materials and as outlined in the Schedule of Fees, shall be met by the fees unless otherwise notified by the School.
- (b) Any activities outside the core curriculum, such as private music lessons, sports and field trips and visits in which you agree in advance your child may participate shall be deemed to be supplemental to items met by the fees and charged for accordingly. In particular, all public examination charges and any additional charges incurred by the School in providing for the special educational needs of your child shall be charged as supplemental to the fees.
- (c) Each person who has signed the Acceptance Form is liable for the whole of the fees due and any supplemental charges. The persons who have signed the Acceptance Form remain liable to the School for the whole of the fees and supplemental charges due, unless the School has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.

Where two parents have signed the Acceptance Form, one of them may withdraw from the contract with the School by submitting a 45 day notice provided they have obtained the prior written consent of both the School and the remaining parent.

- (d) Each invoice must be paid in full in accordance with the terms of the invoice. Parents who are responsible for the payment of school fees without financial support from their employer can apply in writing to the School Fees Office of the School to request payment by instalment. If approved, the instalment arrangements will be notified to you, and prior to the beginning of each subsequent academic year, and shall continue until either your child leaves the School or the instalment arrangements are cancelled by either party by giving notice in writing. The School reserves the right to cancel any such instalment arrangements if payments are not received in accordance with the instalment schedule and in such circumstances, the balance of fees payable shall revert to the School's normal payment terms.
- (e) We reserve the right to refuse to allow your child to attend the School or to withhold any references while fees remain unpaid. We may make an interest charge of 5 per cent above the base rate for the time being of the School's bank on late payment. You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees.
- (f) The fees will be reviewed from time to time (usually annually) and may be increased by such amount as the School considers reasonable. Notice of an increase in the fees will be sent to you prior to the end of the penultimate quarter before the increase is to take effect.
- (g) Fees and any prepaid supplemental charges will not normally be reduced as a result of absence due to illness or otherwise. In the event that your child takes study leave at home before or during public examinations or stays at home following those examinations no reduction of fees will be made in respect of such periods spent at home.

### 4. Notice Requirements

- (a) If you wish to withdraw your child from the School (other than at the normal leaving date), you shall either give 45 days notice in writing to the School to that effect or shall pay to the School 45 days fees in lieu of notice at such a rate as would have been charged for the semester.
- (b) Enrolment as a boarding student is for a full academic year. No refund of fees will be made in the event that notice to withdraw a child is provided to the School prior to the end of the academic year. In the event of a student transferring from boarding to day student during the academic year there will be no refund of fees which have been paid for that academic year.
- (c) Any variations to the notice requirements in 4(a) or 4(b) will only be accepted if agreed in writing by the School at the time of your child's enrolment.
- (d) In the case of (a) above, where notice is not given the appropriate sum in lieu of notice will become due and owing to the School as a debt immediately.

### 5. School Rules

- (a) It is a condition of remaining at the School that your child complies with the School Rules as amended from time to time. In particular you undertake to ensure that your child attends School punctually and that your child conforms to such rules of appearance, dress and behaviour as shall be issued by the School from time to time.
- (b) The School reserves the right to search all property on the School premises. This policy is adopted with the aim of safeguarding the health and safety of students.
- (c) The School reserves the right, subject to applicable data protection legislation, to monitor your child's e-communication and internet use for the purpose of ensuring compliance with the School Rules.

### 6. Disciplinary Procedures

- (a) The Head of School may in his/her discretion require you to remove or may suspend or, in serious or persistent cases, expel your child from the School if (he/she) considers that your child's attendance, progress or behaviour (including behaviour outside school) is unsatisfactory and in the reasonable opinion of the Head of School the removal is in the School's best interests or those of your child or other children.
- (b) The Head of School may in his/her discretion exclude you from the campus or require you to remove or may suspend or, in serious or persistent cases, expel your child if the behaviour of you or either of you is, in the opinion of the Head of School, unreasonable and affects or is likely to affect adversely the child's or other children's progress at the School or the well-being of School staff or to bring the School into disrepute.
- (c) Should the Head of School exercise his/her right under sub-clause 6(a) or 6(b) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable and any balance of prepaid fees will be refunded.

- (d) The School Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Head of School may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the pupil's record at the School may be taken into account.
- (e) The School will act in a way which is fair in all the circumstances when taking decisions under this Clause 6. The review of serious disciplinary matters is governed by the Complaints Procedure.

## 7. The School's Obligations

- (a) While your child remains a student of the School, we undertake to exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is participating in activities organised by the School.
- (b) In order to fulfil our obligations, we need your co-operation, in particular by: fulfilling your own obligations under these terms and conditions; encouraging your child in his or her studies, and giving appropriate support at home; keeping the School informed of matters which affect your child; maintaining a courteous and constructive relationship with School staff; and attending meetings and otherwise keeping in touch with the School where your child's interests so require.
- (c) In accordance with the law, we will not subject your child to corporal punishment. We will not subject your child to physical contact except where such contact may be deemed appropriate in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (d) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- (e) Our prospectus describes the broad principles on which the School is presently run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the School, including the curriculum, and we reserve the right to do so. For this reason, please notify the School if there is anything of particular concern to you contained in the prospectus, as it may be that recent changes are not reflected in the current version.
- (f) We shall monitor your child's progress at the School and produce regular written reports. We shall advise you if we have any concern about your child's progress but we do not undertake to diagnose special educational needs, for example, dyslexia or other specific conditions. A formal assessment can be arranged either by you or by the School at your expense. You may be asked to withdraw your child

without being charged fees in lieu of notice if in the opinion of the Head of School, the School cannot provide adequately for your child's special educational needs.

## 8. The Parents' Obligations

- (a) It is a condition of your child's joining the School that you complete and submit to the School a medical questionnaire in respect of your child. You undertake to inform the School of any health or medical condition, disability or allergy that your child has or subsequently develops, whether long-term or short-term, including any infections. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you undertake to keep your child at home and not permit him/her to return to the School until such time as the health risk has been averted.
- (b) You undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (c) The School is entitled to treat any instruction, authority, request or prohibition received from any person who has signed the Acceptance Form as having been given on behalf of both or all such persons.
- (d) The Principal must be informed in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.
- (e) We cannot accept any responsibility for the welfare of your child while off the School premises unless he is taking part in a school activity or otherwise under the supervision of a member of the School staff.
- (f) If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without delay. [Complaints should be made in accordance with the School's Complaints Procedure.]

## 9. Insurance

You must make your own insurance arrangements if you require cover for your child's person or property while at School.

## 10. Confidentiality and References

- (a) You consent to our supplying information and a reference in respect of your child to any educational institution which you propose your child may attend. Any reference supplied by us shall be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be liable for any loss you are or your child is alleged to have suffered resulting from opinions reasonably given in or correct statements of fact contained in any reference or report given by us.
- (b) You consent to our providing references that may contain information relating to the reason for your child's leaving the school in the case of expulsion. Any reference supplied by us shall be confidential.

## 11. Intellectual Property Rights

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

## 12. Changes in Ownership etc

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution. Where appropriate we will inform all parents in relation to such changes.

## 13. Termination

- (a) The School shall be entitled to terminate this agreement forthwith by notice in writing without prejudice to its other remedies and without any obligation to return any deposit or fees paid to you if you are in material breach of any of your obligations and have not (in the case of a breach which is capable of remedy) remedied the same within 14 days of a notice from the School requiring it to be remedied (including for the avoidance of doubt persistent non-payment or material default under these terms and conditions).
- (b) Either party may terminate this agreement forthwith by notice in writing without prejudice to its other remedies if the other (in your case) is unable to pay its debts or is declared bankrupt or (in the School's case) becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.
- (c) For the avoidance of doubt, this agreement shall terminate at the end of your child's schooling.

## 14. Force Majeure

- (a) In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).

- (b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to prevent and minimise the effect of the force majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues. The School shall use its best endeavours during the continuance of the force majeure to provide educational services.
- (c) If the School is prevented from performance of its obligations for a continuous period greater than four months, the School shall notify you of the steps it shall take to ensure performance of the agreement.

## 15. Communications

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

## 16. Interpretation

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

## 17. Jurisdiction and Governing Law

The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English courts.

## 18. Variations

We reserve the right to change or add to these terms and conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School. The School will send you notice of any such modifications prior to the end of the penultimate quarter before the modifications are to take effect. [v. March 2007]

### ACS COBHAM

The Admissions Office  
ACS Cobham International School  
Heywood, Portsmouth Road  
Cobham, Surrey KT11 1BL, England

Tel: +44 (0)1932 869744 Fax: +44 (0)1932 869789  
Email: cobhamadmissions@acs-england.co.uk

### ACS EGHAM

The Admissions Office  
ACS Egham International School  
Woodlee, London Road (A30)  
Egham, Surrey TW20 OHS, England

Tel: +44 (0)1784 430611 Fax: +44 (0)1784 430626  
Email: eghamadmissions@acs-england.co.uk

### ACS HILLINGDON

The Admissions Office  
ACS Hillingdon International School  
Hillingdon Court, 108 Vine Lane  
Hillingdon, Middlesex UB10 0BE, England

Tel: +44 (0)1895 818402 Fax: +44 (0)1895 818404  
Email: hillingdonadmissions@acs-england.co.uk