

TERMS AND CONDITIONS

PLEASE READ THESE BEFORE RETURNING THE APPLICATION FORM TO THE SCHOOL AND KEEP THEM FOR FUTURE REFERENCE

1. DEFINITIONS

In these Terms and Conditions the following expressions have the following meaning:

School	RTC Education Ltd, trading as Regent College, Regent Independent School and/or Regent Learning.
School Office	167 Imperial Drive, Harrow, HA2 7HD
Additional Charges	Items not included in the Fees, for example, external examination fees, charges for after school clubs, school trips, personal copies of exam texts, personal protective equipment, additional tuition etc.
Pupil	entire school cohort on roll.
CSA Pupils	pupils in Years 7, 8, 9, 10 and 11. This does not include pupils who are on the GCSE Intensive course.
Initial Payment	the sum payable on account in accordance with Clause 3.
Fees	The School's published fees for the School which cover tuition fees only. For CSA Pupils only, fees cover public examination fees (excluding fees for retakes of modules)
Head	the Principal of the School (or person Acting as Principal) from time to time.
Parent	one or more of the signatories to the application form.
Payer	the signatory or signatories to the Direct Debit mandate and/or application form.
School Rules	School Rules/Code of Conduct Policies and Regulations in force from time to time.
Term	the Academic Term of the School as varied from year to year.

2. AGREEMENT

(a) A legally binding Agreement is made upon the registration of the pupil. For avoidance of any doubt, the contract arising upon registration is made between the School and the parent or other person signing the pupil's registration form. Where that form is signed by more than one party then responsibility of those parties is joint and several under these conditions.

(b) In entering into the Agreement the Parent and the Payer agree that they and the pupil will:

(i) Be bound by the School Rules and by these Terms and Conditions; and

(ii) Support the School in maintaining its ethos, ethics and good standards of behaviour & discipline.

(c) The rights of the School under this Agreement will not be waived even if these Terms and Conditions are not enforced.

3. INITIAL PAYMENT

(a) An initial payment is payable on acceptance of a place at the School as part of the Fees.

(b) It will not be refunded if the place is not taken up by the pupil.

(c) As part of the initial payment an administration fee will be charged.

4. FEES

(a) Fees are payable:

(i) Termly in advance on the first day of that Term. Fees must be paid by Direct Debit or, at the Head's absolute discretion, fees may be paid by cheque; or

(ii) By arrangement with the School, by means of monthly instalments by Direct Debit. If the direct debit mandate is not accepted by the Payer's bank or if it is cancelled by the Payer before the whole Fees have been paid, the outstanding Fees are payable immediately.

(b) An administration charge of £25.00 will be made for payments refused by the Payer's bank.

(c) Fee invoices will be issued annually before the start of the autumn term in respect of the fees for the School year. Fees are payable whether or not an invoice is received subsequently and payment which is not in accordance with these Terms and Conditions will be a breach of this Agreement.

(d) No reduction will be made from the fees where teaching is reduced because of public examinations, external assessments, exclusion, in accordance with clause 8 or matters outside the control of the School. If the school has to close temporarily due to emergency, the school term will not be extended.

(e) The School reserves the right to increase Fees by giving no less than one full Terms notice.

(f) The School reserves the right to inform any fee paying school to which the pupil transfers, of any Fees which are outstanding.

(g) The School reserves the right to conduct credit checks on either the Payer or Parent in the event of non-payment of Fees.

(h) A completed direct debit mandate must accompany the registration form. Once the direct debit mandate has been established any amendments must be received by the school office at least 2 months before the change is to take effect.

(i) A termly service charge of £100/= will be made for fees not paid by termly direct debit. This fee can be waived in head's absolute discretion.

REFUND POLICY

No refund of School fees shall be due in the event of illness suffered by a pupil.

Refunds will only be given where an agreed academic course is cancelled by the School after payment has been made for that course.

Deposits from International Students are refundable only if the student's visa application is rejected by the British high Commission Visa Office in their home country. Upon Regent College's receipt of an original "Visa Denial" letter issued by the British High Commission Visa Office, the deposit received will be refunded. All other deposits are credited towards the tuition fees.

5. INTEREST ON OVERDUE FEES

The School reserves the right to charge interest, calculated daily, on Fees which have not been received in accordance with clause 4(a), at a rate of 4% above the NatWest base rate from time to time.

6. PARENTS AUTHORITY

The Parents authorise the Head while in loco parentis to take or authorise in good faith all decisions affecting the welfare of a student. Parents consent to such physical contact with a pupil as may be lawful, appropriate and proper for teaching and to provide comfort to a student in distress or to maintain safety and good order.

7. WITHDRAWAL.

(a) A full term's written notice that the Pupil will not be returning to the School after the end of a Term must be received by the Head from the Parent on or before the first day of that Term.

(b) If a full Term's written notice is not received by the Head, a Term's Fees in lieu of notice will be due to the school as a debt.

(c) If a provisional written notice is received by the Head on or before the first day of Term, the school may, in its discretion, accept this in lieu of a full Term's notice provided that it is confirmed in writing no later than the last day of the first day of term.

(d) Written notice will only be effective if received and acknowledged in writing by the Head within 7 days of receipt. The Parent must contact the School promptly if no such acknowledgement is received.

8. EXCLUSION

(a) The pupil may be excluded for a fixed period of time and/or permanently excluded for:

- (i) A breach of School Rules;
 - (ii) Non-payment of Fees; or
 - (iii) If in the Head's considered opinion the Parent's behaviour is unreasonable and is likely to affect adversely the pupil or other pupils or staff at the school, or to bring the school into disrepute.
- Such Fixed Period or Permanent Exclusion will be in accordance with the Schools published procedure, a copy of which can be obtained from the school office.

(b) In all cases of Fixed Period or Permanent Exclusion full Fees will remain payable for the Term in which it occurs.

(c) A pupil who has been withdrawn, excluded, suspended or expelled from the School has no right to enter any School premises without the prior written permission of the Head.

9. EXAMINATIONS

(a) The Head shall have the right not to enter a pupil for an examination if in the opinion of the Head, after due deliberation, it is deemed not in the pupil's best interest to do so.

Pupils are responsible for checking that examination entries made on their behalf by the School are accurate and that they have been entered for the correct examinations. The School accepts no responsibility or liability in this respect. Payment of their own examination fees, which must be paid to the School before examination entries are made.

(b) The head shall have the right not to allow a pupil for an examination, if the expected grades are not achieved in the Mock examination, specified by the school as withdrawal exams. In any such events, the exams fees will not be repaid parent and/or pupil.

(c) The head shall have the right to not allow a pupil for an examination, if any rules are not adhered to in accordance with public examination rules.

10. GUARDIANS

Pupils whose parents are overseas must have a guardian in this country. Parents must notify the School of the name and address of the guardian.

11. MEDICAL

(a) Parents must supply all details of the pupil's medical history to the School and must notify the School immediately if there are any changes to the information supplied.

(b) The parent grants the Head (or the person with responsibility for the pupil at the relevant time) full authority to give consent to the carrying out of any emergency medical treatment or anaesthetic certified by a medical practitioner to be necessary for the pupil, if the parent cannot be contacted immediately by the School.

(c) The parent agrees to the pupil being medically examined in accordance with arrangements made from time to time by the school.

12. PARENTAL RESPONSIBILITY AND COURT ORDERS

(a) The Parent will notify the head immediately of any parental responsibility agreement or court order relating to the pupil (e.g. residence, contact, prohibited steps, specific issues or periodical payments) and send the Head a copy of the same. In the absence of any such court order, the School will treat each person with parental responsibility as having equal rights to receive relevant information about the pupil on request (unless in the Head's discretion it is not in pupil's best interests to do so).

(b) In signing any form of consent requested by the School, the Parent is responsible for ensuring that all other consents required by law have been obtained.

13. COMPLAINTS

In the event of a complaint which the Parent is unable to resolve satisfactorily, the Parent must put the complaint in accordance with the School's published procedure in force from time to time, a copy of which can be obtained from the School Office.

14. INSURANCE

Pupil's personal property is not covered by the School's insurance when on school premises. The School accepts no responsibility for loss or damage to pupil's personal property on the School premises or on School visits.

15. DATA PROTECTION

Personal data provided by or relating to Parent, Payer or pupil will be used by the School for the purposes of fee billing and collection; maintaining pupil records; providing information to third parties (e.g. DfES, UCAS) as required in connection with provision of pupil's education; statistical analysis; market research; communications including School publications and promotional material; and any other purpose as notified by the School to the information commissioner.

16. PRIVATE TUITION ONLY

Where One-to-One Tuition sessions are missed, pupils will not be entitled to additional sessions to make up for the missed sessions unless at least 24 hours prior notice of intention to miss a session is given in writing to the Head. Private tuition fees is payable in advance for the stipulated hours booked by the parent. The school does not take any responsibility for entering private tuition pupils for external examinations.

17. DAMAGES

Pupils, Parents and Payers are jointly liable for any damage caused by them to School property, any assets and equipments.

18. GENERAL CONDITIONS

The prospectus describes the broad principles on which the School is presently run and gives an indication of our history and ethos. Although believed correct at the time of printing, the prospectus is not part of any agreement between the parents and the School. The School reserves the right to make reasonable changes from time to time to these standard terms and conditions, to the size and location of the School, to its premises and facilities, to the academic and extra curriculum, the structure and composition of classes, the way the School is run, to the length of the School's terms and to any other aspect of the School.

19. VARIATIONS OF THE TERMS & CONDITIONS OF THE AGREEMENT

The offer and acceptance of a place are made on the basis that any successful school needs to develop and that the School may make reasonable changes to these Terms and Conditions on giving at least one Term's notice in writing.

Parents, the payer and the Pupil will inform the School promptly of any changes to the details contained in the Application Form.