

REGENT INDEPENDENT COLLEGE TERMS AND CONDITIONS

Effective: 1st August 2017

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

Please note that by signing the Registration Form you are agreeing to abide by and adhere to the below.

1. DEFINITIONS

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

School	RTC Education Ltd, trading as Regent Independent College,
School Offices	167 Imperial Drive, Harrow, HA2 7HD
Additional Charges	Items not included in the tuition fees, for example, the Registration Fee, external examination fees, school trips, personal copies of exam texts, personal protective equipment, additional tuition etc.
Pupil	any child enrolled at the School.
CSA Pupils	Pupils in Years 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 which cover tuition fees and supplementary fees only.
Head	the Principal of the School (or person Acting as Principal)
Parent	the signatory or 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 procedures and Regulations in force.
Term	the Academic Term of the School as varies 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 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, its emphasis on safeguarding and health and safety and its anti-bullying stance

(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 a non-refundable Registration Fee will be charged.

4. FEES

a) Fees are payable by Direct Debit with the exception of the first instalment which may be made by debit or credit card or in cash. Cheques are not accepted. Direct debits may be on a monthly basis or a termly basis. In either case, payment is made in advance.

b) The Payer may choose whether their monthly Direct Debit is taken on the 5th, 15th, or 28th of each month. This choice remains in place for the duration of the academic year. The last monthly instalment will be June of the current academic year.

c) The only exception to this rule is payment for private tuition on a one-to-one basis where it is arranged and paid for on a Pay As You Go basis. These payments must be made with cash or a debit or credit card.

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

e) Fee invoices will be issued annually before the start of the Autumn Term, or in the case of late enrolments, after the date of enrolment, 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.

f) No reduction will be made from the fees where teaching is reduced because of public examinations, external assessments, exclusion, in accordance with clause 9, severe weather 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.

g) Parents are responsible for the purchase of course texts and stationery.

h) The School reserves the right to increase Fees annually.

i) The School reserves the right to inform any fee paying school to which the pupil transfers, of any Fees which are outstanding or to contact a pupil's previous educational provider/s to understand their fee position. The School also reserves the right to seek from or provide to other institutions academic references as it sees fit.

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

k) 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 1 month before the change is to take effect.

l) If direct debit payments to the School cease, the School will suspend its provision of services. However, this does not release you from your contractual obligations.

5. REFUND POLICY

a) No refund of School fees shall be due in the event of non-attendance by a pupil.

b) Deposits from International Students are refundable only if the student's visa application is rejected by the UK Border Agency. Upon Regent College's receipt of an original "Visa Denial" letter issued by the UKBA, the deposit received will be refunded. All other deposits are credited towards the tuition fees. Please refer to Section 22 for full details.

6. CHARGES

a) 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.

b) The School reserves the right to pass the cost of any legal proceedings incurred in recovering outstanding fees onto the Parent and/or Payer.

c) The School reserves the right to pass on the cost of work placements to the Payer should the Pupil not attend without the School's consent.

7. 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.

8. 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 last day of the preceding 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) 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.

9. 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.
- (iv) Committing a criminal offence

Such Fixed Period or Permanent Exclusion will be in accordance with the School's published procedure, a copy of which can be obtained from the school office.

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

(c) In all cases of Permanent Exclusion, full fees are due for the whole academic year, irrespective of the term in which the permanent exclusion occurred.

(d) 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.

10. 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.

(b) Pupils and parents 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. Pupils are responsible for the payment of their own examination fees, which must be paid to the School before examination entries are made.

(c) 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, or if attendance falls below 80%, specified by the school as withdrawal from exams. In any such event, the exam fees and tuition fees will not be repaid to the parent and/or pupil.

(d) The School reserves the right to refuse to make an examination entry on behalf of a Pupil if fees are outstanding on their account.

(e) 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.

(f) Regent College reserves the right to refuse services to students on the issue of public examination results if tuition fees are still outstanding.

(g) Any costs associated with 'Form 8' or applying for exam concessions shall be borne by the parent.

11. 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 on the Application Form.

12. MEDICAL

(a) Parents must supply all details of the pupil's medical history and/or allergies 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.

(d) The parent agrees to disclose all information about Special Educational Needs & Disabilities at the time of the pupil registration.

(e) The parent agrees that as per our Anti-Drugs Policy, then on reasonable suspicion, we retain the right to internally test the pupil

13. 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.

14. 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.

15. 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.

16. DATA PROTECTION

Personal data provided by or relating to Parent, Payer or pupil will be used by the School for the purposes of fee collection; maintaining pupil records; providing information to third parties (e.g. Department of Education, UCAS) as required in connection with provision of a 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.

17. MARKETING

A pupil's details may be used in our marketing materials including the pupil's first name and details of educational achievements. A pupil's photo or video footage may also be used in our marketing materials. If you do not wish your child's details or photos/video footage to be used in such a way, you must inform us in writing within seven days of the dated Application Form.

18. 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 are payable on a pay as you go basis 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. A deposit of one session is taken at enrolment.

19. DAMAGES

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

20. 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.

21. 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.

22. INTERNATIONAL STUDENTS

The course fee is non-refundable or transferable to other students under any circumstances. A refund may be possible only if the visa is refused: in other cases no refund is possible.

If the CAS/Enrolment letter issued is expired or no decision is given then the fees are not refundable. If the student is refused a visa due to the failure of obtaining 10 points for maintenance then the fee is not refundable. If the student does not obtain 30 points for enrolment letter issued or CAS issued due to his/her mistake in not submitting the documents as required according to the CAS letter issued then no fees are refundable.

For a fee refund, please retain the original Acceptance letter, Receipt, Copy of Entry refusal or Copy of passport with the refused visa stamp from the Embassy or Immigration. All original documents must be received by the college within 4 weeks of the date of refusal & application must be submitted a maximum of 4 weeks after the course start date. Failure to do so will result in a refusal of a refund. An administration fee of £150 will be deducted from any refund of the actual course fee.

Please allow three weeks to process your refund application. Refund payments are made only by bank transfer to the account whence the payment came. Students who are in-country must provide proof of return to their country to the School before the transfer will occur. Should a visa application be refused for any other reason than administration error of the College, no refund of fees shall be made in any case.