



KING WILLIAM'S COLLEGE

Parent Contract - Terms and Conditions

1. DEFINITIONS

(a) In these terms and conditions

"The Buchan School" means the junior part of the school, which operates primarily on the Buchan site;

"Child" or **"Pupil"** means a natural person admitted by the school to be educated as a pupil 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. Parents will be given notice of such amendments;

"Deposit" means the sum set out in the Schedule of Fees as amended from time to time. Parents will be given notice of such amendments;

"Fees" means the fees set out in the Schedule of Fees as amended from time to time. Parents will be given notice of such amendments;

"Governors" means the Directors of King William's College for the time being;

"IB" means International Baccalaureate;

"King William's College" means the senior part of the school which operates primarily from the King William's College site;

"Head at the Buchan" means the person appointed by the Governors to be responsible for the day-to-day management of The Buchan School, including anyone to whom such duties have been duly delegated;

"Principal" means the person appointed by the Governors to be responsible for the day-to-day management of the school, including anyone to whom such duties have been duly delegated;

"Acceptance Form" means the form provided by the school for parents to complete when accepting a place for their child at the school;

"School Rules" means the rules of the school, as those rules may be amended from time to time. Parents will be given notice of such amendments;

"Term" means a teaching term in the school's academic calendar as notified to parents from time to time;

"A term's notice" means written notice given not later than the first day of the term preceding the commencement of the term to which the notice relates;

"Terms and conditions" means these terms and conditions as amended from time to time. Parents will be given notice of such amendments;

"We" or the **"School"** means King William's College, registered charity number 615, a company incorporated in the Isle of Man under number 52022C, which trades as King William's College and The Buchan School;

"You" or the **"Parents"** means each person who has signed the Application and Acceptance Forms as parent, stepparent or guardian of a child or a person who, with the school's written consent, replaces a person who has signed the Application and Acceptance Forms.

(b) The Application and Acceptance Forms, the Schedule of Fees, the School Rules, the Complaints Procedure and these terms and conditions, as any or all of these may be amended from time to time, together form the terms of the contract between you and the school and constitute 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 and registration fee. Entry is at all times at the discretion of the Principal or the Head at the Buchan, as appropriate, and we reserve the right to refuse entry to a child.

(b) The deposit is not refundable if your child does not take up a place at the school (except where the school fills the vacancy created by your child's withdrawal, in which case the school shall refund the deposit to you less its costs in administering your dealings with the school or a reasonable estimate of those costs). The deposit will form part of the general funds of the school until it is credited without interest to the final payment of the 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 must give written notice to that effect prior to the first day of the term immediately preceding the term in which your child was due to start. If such notice is received by the school by that time the deposit 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, a term's fees (charged at the rate applicable for the term immediately preceding the term when your child was due to start) shall be payable and shall become due and owing to the school as a debt.

(d) If entry to the school is refused by the Principal or Head at the Buchan under 2(a) above, the deposit will be returned and the contract between us will immediately be terminated.

3. 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 extracurricular activities such as private drama or music lessons, trips and visits for which you agree in advance your child may participate in 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 jointly and severally 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 term's notice to this effect provided they have obtained the prior written consent of both the school and the remaining parent and payment of all fees due is up to date.

If your child has been or is awarded a scholarship, award or bursary, your liability will be for the amount of fees due after taking account of that Award. An Award may be withdrawn if, in the opinion of the Principal, your child's attendance, progress or behaviour no longer merits the continuation of the Award but any such withdrawal of an Award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Principal that an Award may be withdrawn from your child, you will, if practicable, be notified in advance. If, within 14 days following the withdrawal of a scholarship, award or bursary, a child is withdrawn from the school, no fees in lieu of notice will be payable.

(d) Fees are payable in advance prior to the start of the term to which they relate. Supplementary charges are payable termly in arrears prior to the commencement of the term following the term in which the charges were incurred. We will send you an invoice prior to the start of each term detailing the fees and supplementary charges due. Each invoice must be paid either in full before the first day of term or, if fees are paid by direct debit, in monthly instalments (on dates agreed with the school) with supplemental charges being collected at the start of the following term.

(e) We reserve the right to refuse to allow your child to attend the school or to withhold any references while fees remain unpaid or there is a persistent default in relation to supplemental charges. We may make an interest charge of 2% per month, or such other rate as the Governors decide is reasonable, on outstanding amounts of fees and supplementary charges. By accepting these terms and conditions, 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 Governors consider reasonable. We shall endeavour to give at least a term's notice of any increase in the fees due for a particular term and in any event shall give you notice of any such increase not later than the final day of the preceding term.

(g) Fees comprise a comprehensive annual charge, paid on a termly basis, and no reduction is given for Upper Sixth Form final year IB pupils leaving after half-term in the summer term.

(h) 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 end of Form 4 of the Buchan or the Upper Fifth year of King William's College), you shall either give a term's notice in writing to the Principal to that effect or shall pay to the school a term's fees in lieu of notice, at such rate as would have been

charged for the final term of provision if a term's notice had been given.

(b) If you wish to change your child's place at the school from a boarding to a day place or from a termly to a weekly/flexi boarding place, you must either give a term's notice in writing to the Principal or pay to the school the difference between the boarding or termly boarding and the day or weekly boarding fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.

(c) In cases under (a) or (b) above, where notice is not given, the appropriate sum in lieu of notice will become due and owing to the school as a debt on the first day of the term which would have been the final term of provision if a term's notice had been given.

(d) If you wish to withdraw your child from an activity charged for as supplemental, you must either give six weeks notice in writing to that effect or pay to the school six weeks charges for the activity in which your child has ceased to participate.

(e) The school's affairs are organised on a termly basis and it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

5. SCHOOL RULES

(a) It is a condition of continuing attendance at the school that your child complies with the school rules. In particular you undertake to ensure that your child attends punctually and 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 undertake drugs testing of pupils in accordance with its drugs policy as set out in the school rules.

(c) The school reserves the right, subject to applicable data protection legislation, to monitor your child's email communication and internet use whilst on school premises for the purpose of ensuring compliance with the school rules.

6. DISCIPLINARY PROCEDURES

(a) The Principal has absolute discretion to require you to remove or to suspend or, in serious or persistent cases, to expel your child from the school if it is considered that your child's attendance, progress or behaviour (including behaviour outside school) is unsatisfactory and in the reasonable opinion of the Principal the removal is in the school's best interests or those of your child or other children.

(b) The Principal has absolute discretion to require you to remove or to suspend or, in serious or persistent cases, to expel your child if the behaviour of you or any/either of you is, in the opinion of the Principal, 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's staff, is likely to bring the school into disrepute or where relations between you and the school have broken down.

(c) Should the Principal exercise any of the discretions 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 prepaid fees will be refunded.

(d) The examples set out in the school rules of behaviour likely to result in suspension or expulsion are not exhaustive, nor do they limit the discretion of the Principal in relation to such matters. In particular, the Principal may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. Each case will be considered on its own

merits, taking into account all aspects of the pupil's record at the school.

(e) If you do consider that the Principal or the school has not acted in a way which is fair in all the circumstances when taking decisions under this Clause 6, your right to seek a review of the decision is governed by the Complaints Procedure.

7. THE SCHOOL'S OBLIGATIONS

(a) Subject to these terms and conditions, the school undertakes to accept your child as a pupil of the school from the time of joining the school until he or she ceases to be a pupil. However, the school shall not be obliged to permit your child to enter the Sixth Form at King William's College unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The school may make a decision as to whether your child may join the Sixth Form at King William's College after the results of (I)GCSE or equivalent examinations are known, and may make entry to the Sixth Form conditional upon the results of such examinations.

(b) While your child remains a pupil 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 permitted to be on school premises or is participating in activities organised by the school.

(c) 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.

(d) 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.

(e) 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, you agree that we are authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.

(f) 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 importance to you contained in the prospectus, as it may be that recent changes are not reflected in the current version. We will give parents notice of any changes at the school including changes in the curriculum that we regard as significant to your child prior to the end of the penultimate term before the change is to take effect, and where practicable will consult with parents on such changes.

(g) 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 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 Principal the school cannot provide adequately for your child's special educational needs.

(h) The school is a Christian Foundation and compulsory religious observance at the school is conducted in accordance with the School Rules.

8. THE PARENTS' OBLIGATIONS

(a) It is a condition of your child's joining the school that you complete fully and submit to the school a medical questionnaire in respect of your child. You undertake to inform the school without delay 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 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 Application and Acceptance Forms 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/she 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.

(g) Parents of pupils who will be entering the Sixth Form at King William's College must read and approve the International Baccalaureate General Regulations which can be accessed on the College website. They will be deemed to have done this by accepting the College's 'Terms and Conditions'.

(h) It is the responsibility, where appropriate, of the parent/guardian of pupils to obtain the correct Tier 4 Child Student Visa to cover the duration of their education at KWC. Help in obtaining the required CAS (Confirmation of Acceptance for Studies) number is available through the External Relations Office. It is also the responsibility of the parent/guardian to obtain the necessary visa for any school trips. Any costs incurred for visas are chargeable. A copy of the Visa should be sent to the External Relations Office for our records.

9. INSURANCE

You must make your own insurance arrangements if you require cover for your child's person or property while at school. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the Fees.

10. CONFIDENTIALITY AND REFERENCES

(a) You consent to our supplying information and a reference in respect of your child to any educational institution (including a further education 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 do not accept any liability 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 us making use of information relating to your child whilst he or she is at the school and after he or she has left for the purposes of managing relationships between the school and current pupils, providing references and communicating with the body of former pupils.

11. PHOTOGRAPHY OF PUPILS

Photographs and videos are regularly taken of the school children for promotional materials, the school's website and social media channels. Photography or filming will only take place with the permission of the College and under the supervision of a member of staff.

We will not use images of your child without your consent. The Photography Consent form, available on Firefly, should be completed annually in order to comply with Data Processing legislation. You may withdraw your consent at any time and this should be in writing to the Principal's/Head's Office.

12. INTELLECTUAL PROPERTY RIGHTS

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

13. 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 and consult with all parents in relation to such changes.

14. TERMINATION

(a) The school shall be entitled to terminate this agreement forthwith by notice in writing to you and 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 of fees or charges or material default under these terms and conditions).

(b) The school may terminate this agreement forthwith by notice in writing to you and without prejudice to its other remedies if you, or any of you become unable to pay your debts or is declared bankrupt; you may terminate this agreement forthwith by notice in writing to us if the school becomes insolvent or goes into liquidation or receivership or is wound-up for any reason.

15. 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.

(d) In the event of a force majeure which affects your ability to perform any of your obligations under this agreement, you shall give the school notice in writing of the force majeure. You shall not be liable for non-performance of such obligations during the continuance of the force majeure but in the event of the force majeure continuing for more than four months, you must discuss with the school a solution by which this agreement may be performed or you will become so liable.

16. COMMUNICATIONS

All notices required to be given under these terms and conditions must be given in writing, which for the avoidance of doubt includes email unless otherwise stated. You undertake to notify the school of any change of address of any person who has signed the Application and Acceptance Forms. Communications (including notices) will be sent by the school to the address shown in its records, and/or, where appropriate, by e-mail. Notices that you are required to give under these terms and conditions must be addressed to the Principal 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. Notices sent by email will be deemed to arrive immediately they are despatched.

17. DATA PROTECTION

King William's College requires to process personal data in relation to you and your child for the purposes of administration and education. This personal data is processed in accordance with the requirements of current data protection legislation. For further details please see the school's "[Data Privacy Notice for Parents, Pupils and Alumni.](#)"

18. INTERPRETATION

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

19. JURISDICTION AND GOVERNING LAW

The Proper Law of this contract between you and the school shall be that of the Isle of Man and the parties shall submit to the jurisdiction of the Manx courts.

20. 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 term before the modifications are to take effect.

** You should be aware that in the event of a late withdrawal it is very unlikely that the school would be able to find a replacement.*

Further regulatory information and school policies are available on our website www.kwc.im