

ASHBOURNE

Independent Sixth Form College
Kensington, London UK

Student's Registration Form

Please write in block capitals

Surname Other names

Date of birth Nationality Date of registration

Permanent address

| | | |
|----------------------|-------------|-------|
| <input type="text"/> | | |
| <input type="text"/> | | |
| Postcode | Country | |
| Telephone 1 | Telephone 2 | |
| Fax | Mobile | Email |

Feepayer's name and address

| | | |
|----------------------|-------------|-------|
| <input type="text"/> | | |
| <input type="text"/> | | |
| Postcode | Country | |
| Telephone 1 | Telephone 2 | |
| Fax | Mobile | Email |

Proposed starting date at Ashbourne

Level of study A Level GCSE Individual tuition Other

Proposed duration of course 1 year 2 year 18 months (Jan start) Other (specify)

| Subject | Level | Subject | Level |
|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
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| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |

Declaration: I have read the Terms & Conditions (overleaf) of Ashbourne Independent School Limited (called therein 'The School')

Signature(s) of person(s) responsible for fees

| | | |
|-----------|------------|-----|
| Name | Occupation | DOB |
| Signature | Dated | |

| | | |
|-----------|------------|-----|
| Name | Occupation | DOB |
| Signature | Dated | |

Student's address while at Ashbourne (if different from permanent address)

| | | |
|-------------|-------------|-------|
| | | |
| | | |
| Postcode | Country | |
| Telephone 1 | Telephone 2 | |
| Fax | Mobile | Email |

Other addresses for reports and communications

Name Relationship

| | | |
|-------------|-------------|-------|
| | | |
| | | |
| Postcode | Country | |
| Telephone 1 | Telephone 2 | |
| Fax | Mobile | Email |

Name Relationship

| | | |
|-------------|-------------|-------|
| | | |
| | | |
| Postcode | Country | |
| Telephone 1 | Telephone 2 | |
| Fax | Mobile | Email |

Referral (how did you find out about Ashbourne?)

Friend Previous student Advertising (specify)

Internet School Agency (specify)

Library Careers service Other (specify)

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|---------------------|
| For office use only |
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Terms & Conditions

1. Parties

- 1.1 "The School" means Ashbourne Independent School Limited trading as Ashbourne College.
- 1.2 "The Parents" means any person who has signed the Registration Form and/or has accepted responsibility for a Student's attendance at the School.
- 1.3 "The Student" is the person named on the Registration Form.

2 Fees

- 2.1 A place will not be confirmed until the non-refundable registration fee of £250 is received.
- 2.2 Fees are subject to increase from time to time. Every effort will, however, be made to give not less than one full term's notice of alterations to the fees. If less than a term's notice is given of a fee increase greater than 8%, notice of withdrawal given within 21 days after notice of the increase was received will not incur a term's fees in lieu of notice.

3 Withdrawal and Notice

- 3.1 The School requires not less than one complete term's notice before withdrawing or to discontinue extra tuition. "A term's notice" means notice given by the Parents in writing to the Principal prior to the first day of the term preceding the term in which the Student or Parent wishes to withdraw. Thus if a Student withdraws for any reason in the midst of one term, the following term's fees are payable. The requirement for notice does not apply to Students in their final year of A level study. However, this requirement of notice does apply to the final term of the academic year for any AS or GCSE student. Thus, in the case of such AS/GCSE students, if notice is given during the Student's final term, the first term's fees of the following academic year are payable.
- 3.2 If the Student is withdrawn on less than a term's notice, or excluded for more than 28 days for non-payment of fees, a term's fees in lieu of notice will be immediately due and payable as a debt.
- 3.3 The Student's decision to withdraw from the School shall be treated as a withdrawal by the Parents.
- 3.4 The School may terminate this agreement on one term's written notice sent by ordinary post or on less than one term's notice in a case involving expulsion or required removal.
- 3.5 If a Student has been offered and formally accepted a place at the School and then fails to take up the place without giving a term's notice, one term's fees will be payable as a debt.

4 Expulsion, Required Removal and Suspension

- 4.1 The Student may be formally expelled from the School if it is proved on the balance of probabilities that the Student has committed a very grave breach of School discipline or a serious criminal offence. In such circumstances there will be no charge of fees in lieu of notice. All arrears of fees and other sums will be payable.
- 4.2 The Student may be suspended from School for a limited period either as a disciplinary sanction or pending the outcome of an investigation.
- 4.3 Parents may be required to remove the Student, temporarily or permanently, if after consultation with the Parents, the Principal is of the opinion that by reason of the Student's conduct or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the School. This clause will also apply in the case of a Parent treating the School or members of its staff unreasonably. In such a case there will be no charge of fees in lieu of notice but all arrears of fees and other sums shall be payable.
- 4.4 If fees are unpaid, the School reserves the right, on three days' written notice, to exclude the Student. Exclusion on these grounds is not a disciplinary matter although the School also reserves the right to withhold references in relation to an application for a place at another school but will not do so in a way that will cause direct and unfair prejudice to the legitimate rights of the Student. If fees remain unpaid 28 days after such exclusion, the Student will be deemed to have withdrawn without proper notice. In this case, as above, one term's fees become payable in lieu of notice.

5 Payment and Interest

- 5.1 The fees and all supplementary charges for each term are payable in advance by the first day of each term.
- 5.2 The School reserves the right to allocate payments received from parents towards payment of fees due notwithstanding any other allocation accompanying the payment.
- 5.3 Any sum overdue for payment to the School shall be subject to interest at the rate of up to 1.5% for each calendar month (or part) during which such sums remain due for payment (after, as well as before, any judgment in a court of law).

6 Examinations

Entry for examination will be administered by the School; however, students are ultimately responsible for ensuring that they have been entered for the correct examinations.

7 Refund and Waiver

Fees will not be refunded or waived for absence through sickness; or if a term is shortened or a vacation extended; or if a Student is released home after public examinations or otherwise before the normal end of term; or for any other cause other than exceptionally and at the sole discretion of the Principal. Private lessons will be rescheduled only if 24 hours' notice has been given.

8 Disclosures

Parents must, as soon as possible, disclose to the School in confidence any known medical condition, health problem or allergy affecting the Student, any history of a learning difficulty on the part of the Student or any member of his/her immediate family or any disability, special educational need or any emotional and behavioural difficulty on the part of the Student, or any family circumstances or court order which might affect the Student's welfare or happiness, or any concerns about the Student's safety.

9 Equal Treatment

At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to Students who have disabilities and to comply with our legal responsibilities under the Disability Discrimination Act 1995 as amended by the Special Educational Needs and Disability Act 2001 in order to accommodate the needs of applicants, Students and members of staff who have disabilities for which, after reasonable adjustments, we can cater adequately.

10 Force Majeure

- 10.1 An event beyond the reasonable control of the parties to this agreement is referred to below as a "Force Majeure Event" and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 10.2 If either party to the Agreement is prevented from or delayed in carrying out its obligations under this Agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 10.3 If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 above shall notify the other of the steps to be taken to ensure performance of this Agreement.

11 General

- 11.1 The person(s) signing this form undertake all the obligations owed to the School hereunder including, but not limited to, payment of fees. Where more than one person signs this form their obligations hereunder shall be joint and several.
- 11.2 A legally binding contract between the School and the Parents is formed when the Parents return the completed Registration Form together with the registration fee. The Registration Form and the Terms and Conditions will form the basis of the agreement between the School and the Parents.
- 11.3 These Terms and Conditions will undergo reasonable change from time to time. Timetables may be altered at short notice, should circumstances demand.
- 11.4 By signing the Registration Form and agreeing to the Terms and Conditions, Parents consent to the School (through the Principal, as the person responsible), obtaining, using and holding "personal data" including "sensitive personal data" such as medical information, to be processed lawfully and fairly in accordance with the Data Protection Act 1998, for the purposes of safeguarding and promoting the welfare of the Student and ensuring that all relevant legal obligations of the School and the Parents are complied with.
- 11.5 All reasonable endeavours will be made to ensure good order. The persons signing this Agreement will be liable for any damage (except fair wear and tear) caused by a Student to the premises in which they are taught.
- 11.6 Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Pupil or Parents or for loss or damage to property.
- 11.7 This contract was made at the School and is governed by the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.