



Head of the Class Ltd Centre Terms & Conditions

1. Definitions

1.1 In these terms and conditions

- a. "HC" used as an acronym for Head of the Class Ltd;
- b. "Registration Form" means the form provided by Head of the Class Ltd for parents/guardians/student over the age of 18years to complete when they register for their child/ren/themselves at Head of the Class Ltd;
- c. "student" refers to persons, regardless of age, in recipient of any HC services;
- d. "deposit" refers to the amount creditable upon termination of services where the recipient has acted in line to the HC Terms & Conditions;
- e. "Centre Rules" refers to the rules set out by Head of the Class Ltd. A copy of the current version will be provided to students upon arrival to a HC Centre and before receiving any services by HC. The Centre Rules are subject to amendment and update. Copies of the amended Centre Rules will be available to parents and students upon request;
- f. "fees" refers to the price paid for each services, and are subject amended from time to time;
- g. "Centre Manager" means the person appointed to be responsible for the day-to-day management of a Centre, including anyone to whom such duties have been duly delegated;
- h. "term" refers a set of dates that services scheduled to operate at a centre;
- i. "two weeks notice" means notice given not later than the fourteen days of the month preceding the month to which the notice relates;
- j. "terms and conditions" means these terms and conditions as amended from time to time;
- k. "we" or the "centre" means the legal entity carrying on as Head of the Class Ltd as identified in Clause 1(B) below, or its duly authorised representative, as the context requires; and
- l. "you" or the "parents" referee to the person responsible for payment of services.

1.2 The Student Information & Medical Form, The Student Code of Conduct & Centre Rules, the Disciplinary Policy and these Terms and Conditions constitute the terms of a agreement between you (the payee) and Head of the Class Ltd. It is not intended that the terms of the contract shall be enforceable by your student or by any other third party. Any indulgence, relaxation or non-enforcement by Head of the Class Ltd of its rights under these terms and conditions shall not act as a waiver of and shall be without prejudice to those rights.

2. Registration and Deposit



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- 2.1 An offer of a place for your student at Head of the Class Ltd is accepted by you completing, signing and returning to Head of the Class Ltd, the Registration Form, the Terms & Conditions, and by paying the deposit.
- 2.2 Once a place has been formally accepted, you become liable to pay the fees unless a two weeks' notice of the withdrawal of your student is given in writing.
- 2.3 The deposit is not refundable if your student does not take up a place at Head of the Class Ltd.
- 2.4 When you/your child/ren withdraws from Head of the Class Ltd you should apply, in writing, to the Administration Office if you require your deposit to be returned or offset against fees. Applications for the return of deposits must be received within 1 months of you/your child/ren leaving.
- 2.5 You may only apply for a refund for the deposit were your student has been registered for more than a month.
- 2.6 A deposit becomes due at the same time as the Registration Form is submitted. Upon receipt of the deposit, Head of the Class Ltd accepts the obligation to provide an appropriate place subject to the meeting of entrance tests.
- 2.7 Different deposit sums are required for different learning levels, such as primary, secondary and GSCES.
- 2.8 Parents/Guardians accept the obligation to pay the first month's fees in full unless written notice of withdrawal of the student is given a two weeks in advance of the student's due starting date.

3. Head of the Class Fees

- 3.1 All the costs incurred in the usual course of the education by Head of the Class Ltd of your student, including the provision of any necessary educational materials, shall be met by the fees unless otherwise notified by Head of the Class Ltd.
- 3.2 Any extra-curricular activities such as trips and visits, in which you agree, you/your child/ren may participate in shall be deemed to be supplemental to items met by the fees and charged for accordingly.
- 3.3 The persons who have signed the Registration Form remain liable to Head of the Class Ltd for the whole of the fees and supplemental charges due, unless Head of the Class Ltd has agreed in writing to look exclusively to any other person for payment of the fees or any part of them.
- 3.4 If a discount has been applied, your liability will be for the amount of fees due after taking account of that discount. The discount cannot be redeemed against previous payments.
- 3.5 Each invoice must be paid either in full before the first day of month or, if fees are paid by direct debit/standing order, in monthly instalments (each instalment being due on the first working day of each month) with supplemental charges being collected at the start of each month.
- 3.6 We reserve the right to refuse you/your child/ren to attend Head of the Class Ltd or to withhold any references while fees or supplemental charges remain unpaid.



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- 3.7 A charge of £5 will be added on late payments. In addition, Head of the Class Ltd may recharge to you costs associated with the follow up of unpaid fees. These costs may include, but are not limited to, letters, postage, time spent by the Administration and Finance Officer, external costs of Debt Collection organisations and legal costs.
- 3.8 The fees will be reviewed from time to time and may be increased by such amount as Head of the Class Ltd considers reasonable. Fees for the next academic year are normally set by the Director during the Summer Term. Head of the Class Ltd will give you notice of any such increase not later than the final day of the Summer Term. The Director reserves the right to increase fees at other times during the year and in any such instance will give you notice of the increase not later than the last day of the preceding term.
- 3.9 Fees and any prepaid supplemental charges will not be reduced as a result of unauthorised absence.
- 3.10 To avoid paying for any absence, the absence must have been reported 2 days in-advance prior to the session scheduled date. Authorised absence a limited to 3 per year unless authorised by Management.

4. Notice Requirements

4.1 If you wish to:

- (i) withdraw yourself/your child/ren from Head of the Class other than at the normal leaving date; or
- (ii) withdraw yourself/your child/ren from Head of the Class before the first session at Head of the Class; or
- (iii) withdraw yourself/your child/ren from an activity charged for as supplemental;

You shall either give two weeks' notice, in writing to the Administration Officer, to that effect or shall pay to Head of the Class a session's fees or, as the case may be a session's charges for the activity that your/your child/ren has ceased to participate in.

- 4.2 In cases where notice is not given, the appropriate sum in lieu of notice will become due and owing to Head of the Class Ltd 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.
- 4.3 You acknowledge that Head of the Class Ltd's affairs are organised on a monthly basis and that it is not possible for you to reduce the amount of fees due or to obtain a refund of fees by withdrawing yourself/your child/ren or by your/your child/ren ceasing to participate in an activity part-way through a month.

5. Centre Rules

- 5.1 It is a condition of being recipient of any Head of the Class' services that your student complies with the Centre Rules as amended from time to time. In particular



you undertake to ensure that your student attends Head of the Class Ltd punctually and that you/your child/ren conforms to such rules of appearance, dress and behaviour as shall be issued by Head of the Class Ltd from time to time.

6. **Disciplinary Procedures**

- 6.1 The Director may in their discretion may suspend or expel you/your child/ren from Head of the Class' services if they consider that your your/their attendance or behaviour is seriously unsatisfactory, and in the reasonable opinion of the Director the removal is in Head of the Class's best interests or those of your student or other students.
- 6.2 The Director may in their discretion require you to remove or may suspend or expel you/your child/ren if the behaviour is in the opinion of the Director unreasonable and affects or is likely to affect adversely their or other students's progress at Head of the Class, or the well-being of Head of the Class' staff or to bring Head of the Class into disrepute.
- 6.3 Should the Director exercise their right under sub-clause 6(1) or 6(2) above you will not be entitled to any refund or remission of fees or supplemental charges paid or due and the deposit will be forfeited. However, in such circumstances fees in lieu of notice will not be payable.
- 6.4 The Centre Rules set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and in particular the Director may decide that suspension or expulsion for a lesser offence is justified where there has been previous misbehaviour. All aspects of the student's record at Head of the Class may be taken into account.

7. **Head of the Class Ltd's Obligations**

- 7.1 Subject to these terms and conditions, Head of the Class undertakes to accept your student as a student at Head of the Class from the time of joining the centre.
- 7.2 While you/your child/ren remain a student of Head of the Class, we undertake to exercise reasonable skill and care in respect of your/their education and welfare. This obligation will apply during Head of the Class service hours and at other times when you/your child/ren is permitted to be on Head of the Class's premises or is participating in activities organised by Head of the Class.
- 7.3 In order to fulfil our obligations, we need your co-operation, in particular by:
 - (a) fulfilling your own obligations under these terms and conditions;
 - (b) encouraging yourself/your child/ren in your/their studies, and giving appropriate support at home;
 - (c) keeping Head of the Class informed of matters which affect you/your child/ren;
 - (d) maintaining a courteous and constructive relationship with Head of the Class' staff;



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- (e) attending meetings and otherwise keeping in touch with Head of the Class Ltd where your student's interests so require; and
- (f) ensuring that your student's social life does not adversely impact on his/her ability to meet Head of the Class Ltd's requirements in relation to academic work and/or other activities or commitments.

7.4 If you/your child/ren requires urgent medical attention while under Head of the Class Ltd'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 call the relevant emergency services if required.

7.5 We shall monitor you/your child/ren progress at Head of the Class Ltd and produce regular written reports. We shall advise you if we have any concern about the progress but we do not undertake to diagnose dyslexia or other specific conditions. A formal assessment can be arranged either by you or by Head of the Class at your expense.

7.6 You may be asked to withdraw you/your child/ren without being charged fees in lieu of notice if, in the opinion of the Director, Head of the Class cannot provide adequately for you/your child/ren's special educational needs.

7.7 Head of the Class will publish terms dates in advance, normally six weeks in advance for provisional dates and four weeks in advance for definite dates but reserves the right to change the dates at shorter notice if necessitated by unforeseen circumstances such as changes to public examination schedules and public holidays.

7.8 We will honour our commitments to you irrespective of any disability, of gender, of race or of religion and will endeavour to give your student treatment and opportunities which are the same as those afforded to other students subject to Head of the Class' ability to meet any special responsibilities which it cannot reasonably be expected to meet. Head of the Class adheres to the philosophy underlying Equalities Legislation and does not discriminate on any grounds.

8. The Parents' Obligations

8.1 It is a condition of joining Head of the Class that you complete and submit a Head of the Class Medical Questionnaire and Vaccination Record in respect of yourself/your child/ren. You undertake to inform Head of the Class of any health or medical condition, disability or allergy that your student has or subsequently develops, whether long-term or short-term, including any infections. Where a medical questionnaire or vaccination record is not provided, Head of the Class reserves the right to render your registration form invalid.

8.2 You undertake to inform Head of the Class of any situations where special arrangements may be needed in relation to yourself/your child/ren.

8.3 You undertake to ensure that your student attends Head of the Class when required, arrives punctually and leaves on time at the conclusion of his/her commitments or at some other mutually agreed time, has the right equipment for academic work, sport



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or other obligations, is appropriately dressed in accordance with Head of the Class' uniform regulations and conforms to any standards relating to appearance.

- 8.4 Head of the Class will be entitled unless notified otherwise to treat any communication from any person who has signed the Registration Form as having been given on behalf of each such person. Unless other arrangements are agreed between you and Head of the Class we shall be entitled to treat any communication from Head of the Class to any such person as having been made to each of them.
- 8.5 We cannot accept any responsibility for the welfare of your/your child/ren while off Head of the Class' premises unless you/they is taking part in a Head of the Class activity or otherwise under the supervision of a member of our staff.
- 8.6 If you have cause for concern as to a matter of safety, care, discipline or progress of your student you must inform Head of the Class without delay.
- 8.7 You undertake to leave contact details with Head of the Class if you will be away from your home address for more than 72 hours during term time weeks.
- 8.8 You undertake to inform Head of the Class of any changes of address or other contact details or any other changes in circumstances which Head of the Class could reasonably expect to know of in order fulfil its obligations to your student.

9. Administration or medication/treatment

9.1 You agree to the following;

- (a) give permission to the seeking of any emergency advice or treatment. (Head of the Class will attempt to contact you in the event of an accident or emergency.)
- (b) agree not to bring yourself/your child/ren into Head of the Class' centre if you're/they're ill or infectious.

10. Insurance

- 10.1 You must make your own insurance arrangements if you require cover for your/your child/ren's property while at Head of the Class, when traveling to Head of the Class premises or on any Head of the Class sponsored activity away from Head of the Class usual premises.
- 10.2 Head of the Class insurance does not extend over fees rebates for prolonged absence: you should take out your own cover for this if you wish to.

11. Confidentiality

- 11.1 You consent to our supplying information & a reference in respect of you/your child/ren to any educational institution which you propose you/your child/ren may attend.
- 11.2 Any reference supplied by us shall be confidential subject to the disclosure rules of the receiving body. We will take care to ensure that all information that is supplied



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relating to you/your child/ren is accurate and any opinion given on your/their ability, aptitude for certain courses and character is fair.

- 11.3 We cannot be liable for any loss you/your child/ren are alleged to have suffered resulting from a reference or report given by us.
- 11.4 You consent to us making use of information relating to yourself/your child/ren whilst you/they are at Head of the Class and after you/they have left for the purposes of communicating, providing references and managing relationships with students and former students of Head of the Class.
- 11.5 You accept that such information is stored in files and on computer and is subject to the data protection legislation currently in force.

12. Intellectual Property Rights

- 12.1 You/your child/ren will not automatically acquire intellectual property rights or rights of patent or copyright in respect of work undertaken during the course of his or her education at Head of the Class Ltd.

13. Changes in Ownership etc

- 13.1 For the purposes of reconstruction or amalgamation we reserve the right to transfer the undertaking of Head of the Class 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 Head of the Class with any other educational institution.

14. Communications

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

15. Interpretation

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

16. Jurisdiction and Governing Law

- 16.1 This agreement between you and Head of the Class Ltd is governed by English Law.



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16.2 You agree to submit to the exclusive jurisdiction of the English courts.

17. Variations

17.1 We reserve the right to make reasonable modifications to these terms and conditions from time to time.

17.2 Head of the Class Ltd will give you a month's notice of any such modifications.

I/ We acknowledge and agree to the terms & conditions overleaf and as varied from time to time form part of the contract between us/myself and Head of the Class Ltd.

Full name of child/ren:

Signed by Parent/Guardian

Print Name

Date

**Signed by Staff
On behalf of
Head of the Class Ltd**

Print Name

Date