



Parent Contract Terms and Conditions of Acceptance

Version 7
September 2025



Cheltenham College

Terms and Conditions of Acceptance

Cheltenham College and Cheltenham College Preparatory School are both referred to as 'College' in this document.

1. INTERPRETATION

- 1.1 'Fees' include basic fees and any additional charges payable for the Day Boarding, Special Educational Needs or Extra-Curricular activities and published by College in the Admissions and Information Booklet or on the College website (www.cheltenhamcollege.org). Fees are not refundable for non-attendance at College unless parents have a fees insurance scheme in place.
- 1.2 'Full term' means the period between and including the first and last day of each College term as published in the College's calendar.
- 1.3 'Term's notice' means a full term; for example, notice must be received before the start of the Autumn term if a pupil wishes to leave in the Spring Term. Fees will be due for the Spring term if notice is given after the Autumn Term has started. If a pupil is not intending to return for the Autumn Term, notice needs to be given before the start of the Summer Term. Notice must be given in writing to the Head. Notice given verbally, or by telephone, or by any other means, or to any other person will not count as proper notice. Notice shall not be deemed to have been received by College unless the parents have received written confirmation from the Head or Bursar confirming receipt of notice. An email counts as "in writing" provided that an acknowledgement of receipt is received.
- 1.4 'Subvention' means a discount to the fees resultant from the award of a scholarship or exhibition for academic, music or sporting excellence or any other reduction to the fees such as a means-tested bursary.
- 1.5 Payments will comprise:
 - The non-refundable registration fee that is payable on completion of the Registration form;
 - The Final Acceptance fee, which includes a deposit and a contribution to the College pupil hardship fund; this fee is fully refundable until 18 months prior to pupil arrival, after which it will become subject to the terms set out in this document;



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- A Deposit “top-up” when moving from the Prep to the Senior school
- Termly fees, trip costs, and any extras added to the fees from time to time.

1.6. Value Added tax

With effect from January 1st, 2025 VAT will be added to school fees as a legal requirement. Other than certain exempt activity (Nursery fees, separately charged school trips for example) VAT will be added to all fees, and most additional items added to bills (extras).

If the College at any time assesses (or HMRC at any time determines) that any of the services supplied by the College under this contract are subject to VAT, and the College has not already charged VAT on the applicable fees for those services, the College will promptly notify parents and confirm the amount of VAT payable in respect of the relevant fees. Such additional VAT should be paid within 21 days.

1.7. Our contract with you

The Final Acceptance Form, the Schedule of Fees, the Admissions and Information Booklet, the joining information booklet and these Parental Terms and Conditions (as amended from time to time) form the terms of the contract between you and the College.

2. ADMISSION

- 2.1 Pupils will be considered for admission to College on completion of the Registration Form and payment of the non-refundable registration fee. Admission to College is then subject to the availability of a place and the pupil meeting all entry requirements applicable at the time. Further details are available in the Admissions Policy.
- 2.2 Following the receipt of a formal offer, the place at College will be secured by completion and return of the Final Acceptance Form and payment of the Final Acceptance Fee. By signing the Final Acceptance Form, you agree to abide by and be bound by these Terms and Conditions and any conditions laid out in the offer letter.
- 2.3 A formal offer of a place is still conditional on a pupil satisfying the College's academic requirements including the requirement to pass any Entrance tests applicable at the time. Pupils seeking Sixth Form places will additionally be required to gain a minimum of 5 'Level 6' grades at GCSE or the equivalent



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- 2.4 Admissions into the Sixth Form for pupils already within College is governed by the conditions laid out in Clause 12.2 and 12.3.
- 2.5 The Final Acceptance Fee, comprising a deposit and a bursary contribution, is to be paid on Final Acceptance of a place. Full details may be found in the Admissions and Information Booklet/Joining Information booklet. The net deposit will be credited, without payment of interest, against the pupil's final bill at College.
- 2.6 The College reserves the right to require a banker's reference and/or an additional deposit, which will normally be a full term's fees, for international pupils. International pupils are defined as living outside the UK and/or not in possession of a UK Passport.
- 2.7 If you do not wish to take up your child's place at College after submitting the Final Acceptance Form, then a full term's notice is required. In these circumstances, the Final Acceptance fee is non-refundable unless the offer of a place is withdrawn by College. In the event that you wish to cancel acceptance of a place on giving less than a term's notice, then fees in lieu will be payable in accordance with Clause 8.2. These requirements also apply to those pupils transferring into Year 9 in the Senior School from Cheltenham College Preparatory School who have formally accepted a Year 9 place.
- 2.8 Preference for Houses and status (Boarding, Day Boarding, Day), may be expressed on Registration or Final Acceptance of a place. College will endeavour to meet all such preferences but reserves the right to make an alternative allocation if these cannot be met for any reason. No House or status (Boarding, Day Boarding or Day) preference is deemed as having been confirmed unless written confirmation has been received from the Admissions Office.
- 2.9 College reserves the right to withdraw the offer of a place where financial sanctions have been applied to those responsible for paying the fees. Those sanctions include those that derive from EU regulations, from HMRC and other bodies with a remit to oversee movement of funds across borders.

3 CHANGE OF STATUS

- 3.1 A pupil may, in exceptional circumstances, change status from Boarding or Day Boarding to Day at the discretion of the Head and subject always to availability of a place. Any such change will normally only take place at the beginning of the academic year. A minimum of one full terms' notice is required.



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- 3.1 A pupil may change status at any time from Day or Day Boarding to Boarding if places are available.
- 3.2 The College reserves the right to change a pupil's House where the circumstances warrant it and following consultation with the parents. Requests for change of House are not normally permitted but requests on clear welfare grounds will be considered.
- 3.3 A written request for any change of status must be made to the Head, whose decision on such a change will be final. In all cases, new entrants to College will normally be given preference. Written confirmation from the Head is required before any change of status is deemed to have been agreed.
- 3.4 The Head may at their discretion require a change in status of a pupil (from boarding to day for example) if the Head considers it to be in the best interests of the child, or other children in the College.

4 AIMS

- 4.1 College aims to educate pupils in a proper manner with regard to their ability and needs. College's aims and ethos, whilst not contractually binding, are described in the Prospectus and can be found on the College website.
- 4.1 College will, as far as reasonably practicable, keep parents informed on a regular basis of a pupil's progress and will notify them if a pupil is not progressing as well as would reasonably be expected. College will enter pupils for public examinations only if the Head is satisfied that it is in the best interests of the pupil.
- 4.2 The College must constantly respond to new educational needs and the challenges of society and will develop its facilities and curriculum accordingly. Whilst a pupil is at the College, there will inevitably be changes, many on a modest scale, and occasionally more fundamental. College will always keep parents advised of developments and give them reasonable advance notice when major developments are proposed.
- 4.3 We will exercise reasonable skill and care in the provision of our services. This will apply during school hours and at other times when your child is permitted to be on College premises or participating in activities organised by the College. The College cannot accept responsibility for your child when off College premises and not under the direct supervision of a member of staff.



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4.4 If your child requires urgent medical attention while under the College's care, we will take action (for example contact emergency services), after which we will try to contact parents (or guardians) or other emergency contacts. We will share any information that we hold about your child with appropriate medical professionals and, where necessary, we will deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional.

5 CONDUCT, DRESS, APPEARANCE AND LEAVE OF ABSENCE ETC.

5.1 All pupils shall be subject to and abide by the policies laid down by College which concern amongst other themes conduct, dress, appearance, and leave of absence. Parents are expected to support College and ensure pupils comply with these policies. In all circumstances prior approval must be given for pupils to be absent from College, unless due to illness.

5.2 Parents should read the Parent Code of Conduct and are expected to cooperate with the College and maintain a constructive relationship with staff. Parents should act reasonably in their communication with the College ensuring the tone, content, volume and/or nature of communications are appropriate and courteous. Parents should keep the College informed in a timely manner of any matters which might affect their child, and should encourage their child in his or her studies and provide appropriate support at home.

6 FEES

6.1 Fees, day boarding supplements and insurances are due and payable termly in advance either on or before the first day of term. Other additional charges for extras are payable termly in arrears. Payments are required to be made by a single termly direct debit, at the commencement of each term. Payment of fees by any other method should be agreed in advance of the commencement of the academic year with the Bursar, initially through the fees department (see 6.6 below). Such payments will incur a nominal charge each term and may incur interest.

6.2 Fees are normally reviewed once a year. Any increase in fees will usually take effect from the start of the Autumn Term. In any case, a full term's notice will normally be given, on the intention to increase fees without any other of these terms and conditions being affected.



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- 6.3 Any extra-curricular activities such as private music lessons, trips and visits shall be deemed to be additional to items met by the fees and will be charged for accordingly. In particular, all public examination charges incurred by College, and those costs incurred in providing for the special educational needs of your child outside of the normal curriculum, shall be charged as additional to the fees.
- 6.4 The liability to pay fees is the joint responsibility of each person who has signed the Final Acceptance Form. This liability extends to parents who may be separated/divorced. Court orders and other arrangements between parents and third parties do not normally bind or apply to the College, and do not extinguish either parent from responsibility for payment of fees. A parent can be removed from their responsibilities under this contract but that parent must obtain the prior approval of the other parent and the College in order to do so.
- 6.5 The College is entitled to require that notice of withdrawal must be given by both parents within the specified time frame.
- 6.6 Payment of fees by instalment shall be by direct debit unless agreed otherwise by the Bursar (via the fees department). In certain circumstances, fees paid by instalment may need to be via a regulated credit agreement with interest charged. The College reserves the right to cancel any agreed payment variation if payment dates are not met. Families from outside the UK are expected to use Flywire for payment of fees.
- 6.7 The College supports parents in using Government funding for Early Years places. Where parents are required to complete forms to secure such funding, it is incumbent on the parents to do so. The College will pass back to parents any costs which arise from failure to complete the administrative processes required by Government agencies.
- 6.8 Any costs of clearance of non-sterling payments or overseas cheques will be charged to Parents' accounts.
- 6.9 Any costs associated with Visa renewal will be charged to Parents' accounts.
- 6.10 Fees are non-refundable in respect of any period of non-attendance at College. No reduction of fees will be made in respect of any periods spent at home including study leave or stays at home following examinations. College does however offer an optional pupils' fees refund insurance scheme.
- 6.11 Scholarships, bursaries and other subvention awards apply to basic fees only and not to the Day Boarding supplement or any other additional charges.



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- 6.12 There is a sibling discount scheme at the College, which applies to families who put three or more children through the College for 5 years or more (if all three children are not at the College simultaneously, older siblings must have done at least 5 years in the school). While the College will endeavour to identify eligibility, the responsibility for confirming eligibility rests with the parents, and retrospective sibling discount will not be applied.

7 UNPAID FEES

- 7.1 Interest will be charged on overdue balances at the rate published by College from time to time. The current rate is published in the Admissions and Information Booklet/Joining Information booklet.
- 7.2 All costs incurred in the collection of unpaid fees including administrative costs and any costs and disbursements paid to solicitors or debt collection agents acting on behalf of College shall be recoverable in full.
- 7.3 The College reserves the right to suspend or require the withdrawal of a pupil from College where there are unpaid fees. No notice period is required, although parents will be given reasonable opportunity to discuss their situation with the College. Parents will remain responsible for the fees that apply to such periods, if the pupil removal is due to non-payment of fees.
- 7.4 Where additional trips are organised for which an additional fee is payable, such trips will only be available to those whose fee payments align with this contract.
- 7.5 You consent to our informing any other school or educational establishment to which you propose to send your child of any outstanding fees or late payment history.

8 TERMINATION OF AGREEMENT

- 8.1 A full term's notice in writing is to be given if a pupil is to be withdrawn from College (unless leaving at the end of Upper Sixth). A full term's fees in lieu of such notice will otherwise be charged. Notice by email must be given to head@cheltenhamcollege.org for pupils in the senior school, and to prephead@cheltenhamcollege.org for prep school pupils.
- 8.2 Cancellation of a place once accepted, must be given in writing to College. One term's fees, less any deposits already held, will be payable by parents in lieu of notice in the event that they cancel their Final Acceptance of a place less than a term before entry, or



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in the event that a pupil does not enter College after a place has been accepted. Particular cases of serious illness, injury or genuine hardship may be considered if requested in writing. Parents who cancel a place more than a full term in advance will not be required to pay fees in lieu of notice. Under these circumstances, the Final Acceptance Fee will be retained by College.

- 8.3 Fees in lieu of notice will not be payable in the event that College withdraws its offer of a place for any reason. Under these circumstances, any deposits held would be repayable in full, with the exception of the Registration Fee, which is, under all circumstances, non-refundable.
- 8.4 Extra-curricular activities for which there is an extra charge, may only be discontinued at the end of an academic term. A full term's notice is required in writing, and in the absence of such notice, the appropriate full term's fee will be charged in lieu. In relation to music lessons, half a term's notice is required.
- 8.5 Fees in lieu of notice are a debt and College will not be required to mitigate its loss or give credit for any mitigation or for the fact that the place is subsequently filled. Under no circumstances will College disclose details of its waiting lists or other such confidential information. Fees payable in lieu of notice shall be at the rate, which applies to the term in question, as set out in the Fees Invoice.

9 POLICIES AND PROTOCOLS

- 9.1 Parents and pupils are expected to adhere to the policies and protocols of College, the majority of which are available on the Information section of the College website: www.cheltenhamcollege.org. Copies of policies and protocols are also available from the College Reception upon request. Policies and protocols are subject to amendment and addition from time to time.
- 9.2 All parents resident abroad must appoint a nominated educational guardian in the United Kingdom to act *in loco parentis* for them. The guardian must be British or have permanent settled status, must hold accreditation from the *Association for the Education and Guardianship of International Students*, must not be a student and must be a minimum of 25 years of age. The choice of guardian is the responsibility of the parent and College expects the arrangement to meet all the requirements laid out in the College's Guardianship Policy, a copy of which can be found on the College website. College staff are not permitted to be guardians.
- 9.3 Parents will be informed, in good time, of any short overnight trips in term time, including costs, practical and emergency arrangements but no further



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written consent will be sought. Such trips might include short field study trips or attendance at a national level in a sports fixture, or other trips as College might from time to time arrange. Prior consent will not be sought where a charge of £50 or less is to be added to the fee account.

- 9.4 Parents consent, with the signing of these Terms and Conditions, to the testing of their child for drugs in accordance with the Controlled Drugs Policy in place at the time. A copy of this policy can be found on the College's website.
- 9.5 The College may, subject to applicable data protection legislation, monitor the online activities of pupils. We may do this for various reasons, including to ensure compliance with the College rules, or where it is appropriate or necessary in connection with legal and/or other duties or other legitimate purposes.
- 9.6 The Head may, and his/her discretion, withdraw an offer of a place, where it is deemed not to be in the best interests of Cheltenham College to admit a pupil.

10 PROPERTY

College reserves the right to invoice loss of and damage to College property as and when it arises.

11 INSURANCE

- 11.1 All pupils must be covered by a personal accident insurance policy to cover them for permanent disability or death resultant from an accident. College arranges this on a group basis for all pupils and this is included in the fees.
- 11.2 College's insurance arrangements do not provide cover for pupils' laptops or any other personal possessions or personal property. Parents should make their own arrangements for insurance.
- 11.3 Fee protection insurance is available and parents should arrange this with the fees department.

12 TERMINATION BY COLLEGE

- 12.1 The acceptance and continued attendance of a pupil at College is at the discretion of the Head and the College Council and College reserves the right to take back the offer of a place or require a pupil to leave College at any time. This will normally be on a term's notice save the circumstances set out below.



- 12.2 Entry or continuance of a pupil into the Lower Sixth, regardless of whether a pupil is new to the school or not, is conditional upon the pupil achieving College's academic standards including 5 Grade 6's or above, or the equivalent thereof at GCSE, or at the discretion of the Head, taking into account the conditions within Clause 12.3.
- 12.3 Continuance into the Sixth Form for pupils already within the College is dependent on a pupil displaying a positive attitude towards learning, academic progress and good behaviour during his/her time in Lower College. As for new entrants to College, for those entering the Sixth Form, College is looking nominally at an equivalent minimum Sixth Form entry level of 5 Grade 6's. Most pupils achieve much higher. Selection of some A Level subjects requires a minimum GCSE grade, likely to be a Grade 7 or even 8 or 9. Where College is concerned that an existing pupil is falling beneath the standards required for Sixth Form entry, it will contact parents formally following the Fourth Form examinations to warn that he or she may not, without improvement, be admitted to the Sixth Form. Close monitoring will then ensue during Fifth Form and, in particular, following Mock Examinations in January of the GCSE year, to enable College to make an informed decision about suitability for A Level study.
- 12.4 The Head may, at his/her discretion require the removal or suspension or in serious or persistent cases, expulsion of a pupil from College with immediate effect if it is considered that the pupil's attendance, progress or behaviour (including behaviour outside College) to be unsatisfactory. It is for the Head to decide on removal of a pupil where in his/her opinion it is in College's best interests, that of the pupil in question or other pupils.
- 12.5 The Head may at his/her discretion require the removal or suspension or, in serious or persistent cases, expulsion of a pupil from College with immediate effect if the behaviour of either or both parents is, in the opinion of the Head, unreasonable and affects or is likely to affect adversely the pupil's or other pupils' progress at College or the wellbeing of College staff or to bring College into disrepute.
- 12.6 Should the Head exercise his/her right under Clauses 11.4 and 11.5, there will be no refund of fees for the balance of the term in which the suspension or expulsion occurs, though in this instance, no charge will be made for a term's fees in lieu of notice.
- 12.7 The College will expect each pupil to make reasonable progress from one year to the next. The Head may at his/her discretion require the removal of a pupil from the College if progress is not satisfactory. Support will be provided by the College before taking this difficult step.



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- 12.8 College will act in a way which is fair in all circumstances when taking these decisions. If a Parent is unhappy with the decision to expel a pupil, they should refer to the Suspension and Exclusion Policy.
- 12.9 College reserves the right to undertake appropriate checks on current and future parents to ensure that they are not subject to any financial or other sanctions whether in the UK or worldwide. Such sanctions may include those derived from EU Regulations, directions issued by HM Treasury and/or United Nations Security Council resolutions. In the event that such sanctions have been imposed on a parent [or related fee payer] College reserves the right to seek advice from the appropriate regulating authority concerning the sanctioned individual. Such advice will be taken into account when deciding on whether the child/children of the sanctioned individual can, as appropriate, be accepted as a possible new pupil(s) to College or can remain as a pupil. Parents must at all times cooperate with such checks by providing all necessary information.
- 12.10 College does not accept payment of fees or any other charges by way of cash. In ordinary circumstances College would expect fees to be paid by the Parents of a pupil as set out in the Final Acceptance Form. College recognises that it is not unusual for certain direct relatives such as grandparents to pay the fees. However, College has obligations under the UK's Anti-money laundering provisions to make enquiries as to the source of funds when the payment of fees is made by a party or parties seemingly unconnected with the pupil concerned. In such circumstances College expects to receive full cooperation from the pupil's parents in identifying the source of funds. In the absence of such cooperation, College reserves the right to take appropriate action to ensure it complies with relevant legislation.

13 PUPILS' HEALTH

- 13.1 Parents are required to inform the Head in writing if:
- 13.1.1 A pupil contracts any infectious disease or illness, in which case the pupil must not be allowed to return to College whilst infectious or contagious.
 - 13.1.2 Any medical condition is present or develops which requires particular medical or other supervision.
- 13.2 There is a College Medical Officer and pupils may be required to have a medical examination on entering College. The Head may at any time require that a pupil has a medical examination for the purpose of producing a medical report. This may include the giving of a biological sample to test for the use of illegal substances.



13.3 Parents are required to complete a College Medical form prior to their child joining the school. College reserves the right to refuse admission to any pupil for whom it does not have a complete form, or where the information given is incorrect or false and there is legitimate medical cause for substantial concern subject always to the requirements of the Equality Act 2010.

14 SPECIAL PRECAUTIONS

Parents are required to inform the Head immediately in writing of any Court Order affecting a pupil.

15 SPECIAL NEEDS

College provides a range of support for pupils with learning difficulties or special educational needs. Pupils requiring additional tuition will incur an additional fee.

16 EMAIL AND INTERNET USE

Pupils' use of e-mail and the internet must be in accordance with College policy. College reserves the right to intercept, monitor and record communications, where necessary, for lawful purposes. Parents and pupils should be aware that breaches of the ICT Acceptable Use Policy, and in particular those parts relating to cyber-bullying, that occur during the school holidays may be considered a school matter.

17 CONFIDENTIALITY AND DATA PROTECTION

17.1 College will process all personal data in accordance with the Data Protection Act 2018.

17.2 College will from time to time wish to make use of media images of pupils in College publications and via our social media channels and website. Image consent forms will be issued at the start of your child's education at Cheltenham. Images will be used in accordance with the Photography and Film Policy.

17.3 More information regarding how personal data is used, retained, accessed, and shared with approved third parties can be found within the Privacy Notice for Pupils, Parents and Guardians, and Cheltonian Society members.

17.4 During your child's education at College we will request your consent prior to signing pupils up to specific online educational learning resources and tools. In addition, it is in our legitimate interest to assess their academics progress using nationally



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recognised standardised assessments for school. Where College uses third party services for this purpose, parents should be aware of the following terms:

- Where the external submission of pupil data is required, it will always be processed securely in line with Data Protection legislation.
- The Centre for Evaluation and Monitoring (CEM), GL Assessment and Lucid Exact, in addition to providing the service as detailed above, may use pupil data for secondary research purposes (for example to inform national educational policy). However, any data used for this purpose will be anonymised; neither the pupil nor College will be identified. For more information, please refer to their respective websites, where they provide comprehensive Privacy Notices.

18 FORCE MAJEURE

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). In the event of a force majeure arising which prevents or delays College's performance of any of its obligations under this agreement, College shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that College has acted reasonably and prudently to prevent and minimise the effect of the force majeure, College will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues.

College shall use its best endeavours during the continuance of the force majeure to provide educational services. If College is prevented from performance of its obligations for a continuous period greater than four months, College shall notify you of the steps it shall take to ensure performance of the agreement.

19 VARIATION

College reserves the right to make changes to these Terms and Conditions to reflect reasonable changes in the College's practices and procedures or other substantive reasons.

20 APPLICABLE LAW



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The proper law of this contract shall be that of England and the parties shall submit to the jurisdiction of the English Courts.