

SLA Institute Terms and Conditions

1 Terminology

- 1.1. **Admitted:** The Student is Admitted to the Institute when the Institute receives the Acceptance Form and a deposit.
- 1.2. **Cancellation:** means the cancellation of a place at the Institute after the Student is Admitted to the Institute and before Entry to the Institute.
- 1.3. **Entry:** occurs on the first day the Student attends the Institute.
- 1.4. **Extras:** means alone or in combination equipment or other items ordered by the Parents or the Student or charges arising in respect of educational visits, or damage where the Student alone or with others has caused wilful loss or damage to Institute property or the property of any other person (fair wear and tear excluded).
- 1.5. **Fees:** means alone or in combination any of the Registration Fee, the Acceptance Deposit, tuition fees, fees for extra tuition, or Extras.
- 1.6. **Principal:** means the Principal of the Institute who is responsible for the day-to-day running of the Institute.
- 1.7. **Notice:** means not less than one Month's written notice given by all who have signed the Acceptance Form before the first day of the Student's final full Month, and addressed to and received by the Principal personally.
- 1.8. **Parents or You:** means any person who has signed the Acceptance Form. The Parents are legally responsible, jointly and severally, for complying with their obligations under these terms and conditions.
- 1.9. **Student:** means the child named on the Acceptance Form. The age of the Student will be calculated in accordance with British custom.
- 1.10. **Institute or We or Us:** means SLA, trading as SLA Institute, as now or in the future constituted (and any successor). .
- 1.11. **Board of Advisors:** means the advisors to the Institute who are appointed from time to time and who are responsible for the strategic direction of the Institute.
- 1.12. **Month:** means the period between and including the first and last days of the relevant calendar month.
- 1.13. **Month's Written Notice:** has the meaning set out in clause 6.1.
- 1.14. **Withdrawal:** means the withdrawal of the Student from the Institute by the Parents or the Student with or without Notice at any time after Entry to the Institute.

2 Acceptance and deposit

- 2.1. **Legal Contract:** A legally binding contract is formed on these terms and conditions together with:
 - a) the letter of offer;
 - b) the Acceptance Form; and
 - c) the Institute's fees list.
- 2.2. **Acceptance Deposit:** A deposit (Acceptance Deposit) as shown on the fees list is payable when the Parents complete the Acceptance Form issued by the Institute. The Acceptance Deposit will be retained by the Institute until after the Student leaves and will be repaid without interest to the Parents unless stated otherwise in these terms and conditions.
- 2.3. **Additional Deposit:** For reasons of administration, the right is reserved to require payment by parents of an Additional Deposit, as shown on the fees list, in the case of a student whose normal residence is outside the United Kingdom. The Additional Deposit will be retained in the general funds of the Institute until the Student leaves and will be repaid without interest to the Parents unless stated otherwise in these terms and conditions.
- 2.4. **Immigration:** The Institute is currently a registered UK Border Agency sponsor. It shall be the Parents' responsibility at all times to ensure that the Student has the appropriate immigration permission to reside in the United Kingdom and to study at this Institute. Where the Student is under 16 years of age, the Parents will be responsible for ensuring the Student has an appropriate education guardian.

3 Fees

- 3.1. **Payment of Fees:** The Parents jointly and severally agree to pay the Fees directly to the Institute. Except where a separate agreement has been made between the Parents and the Institute for the deferment of payment of Fees, Fees are due and payable as cleared funds before the commencement of the academic year to which they relate. If an item on the fees invoice is under query, the balance of that fees invoice must be paid. Where the Institute agrees to allow the Fees to be paid in two instalments, the

first instalment is due before the first day of the term commencing in September and the second before the first day of the term commencing in January in the academic year to which the Fees relate.

- 3.2. **Refund or waiver:** Save where there is a legal liability under a court order or under the provisions of this agreement to make a refund Fees will not be refunded or waived if:
- the Student is absent through illness; or
 - a Term is shortened or a vacation extended; or
 - the Student is released home or required to leave the United Kingdom before or after public examinations or otherwise before the normal end of a Term; or
 - for any reason other than exceptionally and at the sole discretion of the Principal in a case of genuine hardship.

See also Section 7 for information about events beyond the control of the parties.

- 3.3. **Exclusion for non-payment:** The Institute reserves the right to exclude the Student on three days' written notice if Fees are overdue for payment. If the Student is excluded for a period of 28 days, he / she will be deemed withdrawn without Notice and the Acceptance Deposit will be retained by the Institute and any other sums owed to the Institute will be payable by the Parents. The Additional Deposit, if paid, will be refunded without interest less any sums owing to the Institute. The Institute may withhold any information, character references or property while Fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Student.

4 Educational matters and pastoral care

- 4.1. **Provision of education:** The Institute will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Student and to provide education to at least the standard required by law in the particular circumstances. The Institute cannot guarantee that the Student will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 4.2. **Organisation of the curriculum:** The right is reserved to the Principal to organise the Institute and the curriculum in the most appropriate manner to meet the requirements of the whole Institute community.
- 4.3. **Public examinations:** The Principal may, after consultation with the Parents and the Student, decline to enter the Student's name for a public examination. The Principal will act reasonably and fairly in exercising such discretion.
- 4.4. **Complaints:** Any question, concern or complaint about the pastoral care or safety of a Student or any educational issue or other matter connected to the Institute must be notified to the Institute as soon as practicable. A copy of the Institute's complaints procedure is available on the Institute's website.
- 4.5. **Student's rights:** The Student has certain legal rights that the Institute must observe. If a conflict of interest arises between the Parents and the Student, the rights of, and duties owed to, the Student will in most cases take precedence over the rights of, and duties owed to, the Parents.
- 4.6. **Medical information:** The Parents agree that the Institute shall have the right to disclose medical information about the Student if it is considered to be in best interest of the health and welfare of the Student or other members of the Institute community. Such information will be given and received on a confidential, "need to know" basis.
- 4.7. **Emergency medical treatment:** The Parents authorise the Principal to consent on their behalf to the Student receiving emergency medical treatment if after reasonable endeavours the Institute cannot contact either of them.
- 4.8. **Communications from parents:** Communications or instructions from one of the Parents or any person with legal responsibility for the Student shall be deemed by the Institute to be received from both Parents. This requirement does not apply to the giving of notice for the cancellation of the place or the Withdrawal of the Student from the Institute. Those persons who are required to consent to or to give notice of cancellation or Withdrawal are set out in clause 1.7.
8. **Institute's liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the Institute does not accept responsibility for accidental injury or other loss caused to the Student or the Parents or for loss or damage to property.

5 Behaviour and discipline

- 5.1. **Institute behaviour and discipline:** The Parents accept that the Principal is entitled to set policies for discipline and behaviour at the Institute. The Parents accept the authority of the Principal and of other members of staff on the Principal's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Student and the Institute community as a whole. The Institute's disciplinary policy which is current at the time and published on the Institute website applies to all Students when they are on Institute premises, or in the care of the Institute, or otherwise representing or associated with the Institute.
- 5.2. **Permanent exclusion:** The Student may be permanently excluded from the Institute if it is proved on the balance of probabilities that the Student has committed a very grave breach of discipline or a serious criminal offence. Permanent exclusion is reserved for the most serious breaches of discipline or behaviour.
- 5.3. **Required removal:** The Parents may be required to remove the Student permanently from the Institute if, after consultation with the Parents, the Principal considers that the Student's conduct, behaviour or progress warrants this sanction. The Principal may also require the removal of the Student if the Parents have treated the Institute or members of its staff or community unreasonably.
- 5.4. **Fees after permanent exclusion or required removal:** The Institute shall not waive or refund any Fees paid by the Parents following a permanent exclusion or required removal. On permanent exclusion, the Acceptance Deposit shall be retained by the Institute but the Additional Deposit, if paid, will be refunded without interest less any sums owing to the Institute. Following a required removal the Acceptance Deposit and the Additional Deposit, if paid, shall be refunded without interest less any sums owing to the Institute.
- 5.5. **Review:** The Principal's decision to permanently exclude or require the removal of the Student shall be subject to a Review by the Board of Advisors, if requested by the Parents. The Parents will be given a copy of the review procedure current at the time. The Student shall be suspended from the Institute pending the outcome of the review.

6 Notice and termination

- 6.1. **A Month's Written Notice:** means Notice given before the first day of a Month and expiring at the end of that Month. A Month's Written Notice must be given if the Parents wish to:
 - a) cancel the place after the Student is Admitted; or
 - b) withdraw the Student after Entry; or
 - c) withdraw the Student following the GCSE year or AS Level year, even if he / she has achieved the required grades for progression to the next stage; or
 - d) discontinue extra tuition for the Student.

It is expected that the Parents will consult with the Principal before they give Notice .

- 6.2. **Withdrawal:** Where the Parents have not given a Month's Written Notice of Withdrawal, the Institute will retain the Acceptance Deposit and all Fees due will be payable. The Additional Deposit, if paid, will be refunded without interest less any sums owing to the Institute.
- 6.3. **Cancelling acceptance:** When the Student is Admitted to the Institute the Parents become immediately liable to pay the Fees for the academic year. However, if the place is cancelled before Entry, the Institute will limit the Parents' liability to the Acceptance Deposit held. The Additional Deposit, if paid, will be refunded without interest less any sums owing to the Institute.
- 6.4. **Private lessons:** The Student or the Parents must give a minimum of 24 hours notice to the Institute to cancel a private lesson or the full cost of the private lesson will be payable.
- 6.5. **Termination by the Institute:** The Institute may terminate this agreement on one Month's notice in writing. The Institute will not terminate this agreement without good cause and full consultation with the Parents and also the Student. The Acceptance Deposit and the Additional Deposit, if paid, will be refunded without interest less any outstanding balance of Fees.

7 Events beyond the control of the parties

- 7.1. **Force majeure:** An event beyond the reasonable control of the Institute or the Parents is 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.

- 7.2. **Notification:** If either the Institute or the Parents is prevented from or delayed in carrying out its contractual obligations 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.
- 7.3. **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 7.2 above shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 7.4. **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 7.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

8 General contractual matters

- 8.1. **Changes to these terms and conditions:** The Institute may change these terms and conditions from time to time. The Parents will be provided with a copy of any revised terms and condition before any changes take effect.
- 8.2. **Changes to the Institute:** The Institute, as any other, is likely to undergo a number of changes during the period of this agreement. Wherever possible, the Institute will endeavour to consult with the Parents and to provide as much notice as possible of a change to the Institute which it considers will have a significant impact on the Student's education or welfare. In addition, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the Institute.
- 8.3. **Consumer protection:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe the Unfair Terms in Consumer Contracts Regulations 1999 or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
- 8.4. **Data protection:** By signing the Acceptance Form or by agreeing to be bound by these terms and conditions the Parents on behalf of themselves and so far as they are able on behalf of the Student authorise the Institute to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the Institute.
- 8.5. **Representations:** The Institute's prospectus and website describe the broad principles on which the Institute is operated and gives an indication of its history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the Institute. If the Parents wish to place specific reliance on a matter contained in the prospectus, website, or on a statement made by a member of staff or a Student they should seek written confirmation of that matter from the Principal.
- 8.6. **Third party rights:** Only the Institute and the Parents are parties to this contract. Neither the Student nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 8.7. **Interpretation:** These terms and conditions supersede any previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.
- 8.8. **Jurisdiction:** This contract was made at the Institute and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Proprietor: SLA, trading as SLA Institute