

THE WELBECK DEFENCE SIXTH FORM COLLEGE

ACCEPTANCE OF A PLACE AT DSFC AND PARENTAL UNDERTAKING

This is a legally binding document. If you sign this Agreement you are confirming that you understand the nature and extent of your obligations under it, including the obligation to pay certain sums of money to the Secretary of State where the pupil for whom you are responsible fails to complete any stage of his/her training. You should not sign this document unless you understand the effect of doing so and you intend to be bound. You should seek independent legal advice before signing.

The Secretary of State may verify the information provided on this form by checking it with relevant organisations or individuals. This information will not be passed to any organisation for advertising or commercial purposes.

THIS AGREEMENT is made on _____

BETWEEN:

(1) THE SECRETARY OF STATE FOR DEFENCE (“the Secretary of State”)

AND

(2) _____ and _____

being the parents/ legal guardians¹ of _____ (“the Pupil”)

WHEREAS the Secretary of State is prepared to offer a place to the Pupil at Welbeck Defence Sixth Form College (“the College”) on condition that the Parents give the undertakings as detailed below.

NOW in consideration of such offer, the Parents accept the said place; and

JOINTLY AND SEVERALLY UNDERTAKE AND AGREE as follows:

1. Definitions: In this Agreement-

“**Default Event**” means any of the following events-

- (i) the Pupil fails to complete his or her course at the College; or
- (ii) the Pupil fails to complete his or her degree course under the DTUS; or
- (iii) the Pupil fails to enter the IOT or the GSED on a date specified by the Secretary of State; or
- (iv) the Pupil, having entered the IOT or GSED, fails to begin the fifth month of his or her course; or
- (v) the death, bankruptcy or legal incapacity of either one of the parents.

“**DTUS**” means the Defence Technical Undergraduate Scheme or equivalent scheme arranged by the Secretary of State.

“**GSED**” means the MOD graduate scientist/ engineering development programme for graduates who intend to join the MOD civil service.

“**IOT**” means the Initial Officer Training scheme at [_____ (*insert Academy*)] for graduates who intend to become commissioned officers in the Armed forces.

“**Maintenance Grant**” means a grant awarded each term by the Secretary of State to cover the maintenance costs of the Pupil at such amount as the Secretary of State may determine from time to time.

“**Parents**” means the person/s named at (2) above, being the parents or legal guardians of the Pupil or, in such cases where there is only one parent or legal guardian, the parent or legal guardian of the Pupil.

“**Parental Maintenance Contribution**” means such amount as the Secretary of State may request in writing from the Parents as a contribution towards the Pupil’s Maintenance Grant. The level of the contribution shall be determined according to the information disclosed on the Statement of Income and by reference to the parental contributions scale used by the Secretary of State at the relevant time. Copies of the parental contribution scale are available from the College upon request.

“**Parental Income**” means the gross annual income of the Parents from all sources in the UK or overseas for such year as the Secretary of State shall specify in the Statement of Income.

“**Statement of Income**” means a statement in a form prescribed by the Secretary of State completed and signed by the Parents for each relevant year and disclosing such information regarding the Pupil, the Parents, the Parental Income and the Parents’ outgoings as the Secretary of State instructs therein.

2. Continuing Obligation

2.1 The obligations created under this Agreement shall, subject to paragraph 2.2, commence on the date that it is signed, and shall continue until the pupil has started the fifth month of the IOT or the GSED.

¹ Delete where appropriate

2.2 In the event that the Secretary of State makes a demand during this period, the obligation of the parents shall continue until all the amounts due have been paid in full.

2.3 In the performance of the obligations of the parents under this Agreement, time will be of the essence.

3. The Maintenance Grant

3.1 Within 30 days' of receiving a request in writing, the Parents shall send a Statement of Income to the Secretary of State.

3.2 The Parents shall pay the Secretary of State such Parental Maintenance Contribution as he may request from them in writing each term. The Parents understand that the Parental Maintenance Contribution is non-refundable.

3.3 In circumstances where the Parents are either in default of sub-paragraph 3.1 or indicate on the Statement of Income that they not want to claim relief from the maximum level of maintenance contribution, the Parents shall pay the maximum level of maintenance contribution payable for the relevant term.

3.4 The Parents shall, as soon as practicable, notify the Secretary of State of changes to any of the following of their details:

- 3.4.1 name;
- 3.4.2 address;
- 3.4.3 gross annual income;
- 3.4.4 allowances against income;
- 3.4.5 employment details.

4. Occurrence of a Default Event

4.1 Subject to paragraph 4.3 below, on or after the occurrence of a Default Event and the Secretary of State making a demand for payment, when the sums payable hereunder shall become due, the Parents shall repay the Secretary of State so much of the Maintenance Grants paid to the Pupil throughout his time at the College as he may determine.

4.2 For the purposes of determining the amount which shall be repaid under paragraph 4.1, the Secretary of State shall-

- 4.2.1 apply the relevant financial reimbursement rates which are effective at the time the Default Event occurs (such rates are available from the College upon request); and
- 4.2.2 deduct any Parental Maintenance Contributions paid by the Parents for each term the Pupil attended the College.

4.3 Paragraph 4.1 shall not apply if the Secretary of State is satisfied that:

- 4.3.1 the Default Event relative to the pupil occurred as a result of-
 - 4.3.1.1 academic failure (provided that the Principal of the College or Commandant IOT or equivalent for the GSED, as the case may be, is satisfied that the Pupil worked diligently and to the best of his ability to attain the required standard); or
 - 4.3.1.2 serious ill-health or death of the Pupil; or
 - 4.3.1.3 non-recommendation (the Secretary of State deciding that the Pupil was unsuitable for further training at the College or under the DTUS or under the IOT or under the GSED as the case may be).
- 4.3.2 in the event of the death, bankruptcy or legal incapacity of either parent, adequate alternative security has been provided.

4.4 Upon receiving a demand for repayment under paragraph 4.1 above, the Parents shall pay the amount requested within 90 days thereof, together with any amounts payable under paragraph 5 of this Agreement and any sum payable under paragraph 6 of this Agreement.

5. Payment

5.1 All payments arising under this Agreement shall be paid in accordance with the instructions given in the demand.

5.2 Without prejudice to any other rights of the Secretary of State, in the event of late payment of any money due to the Secretary of State under the terms of this Agreement (including any moneys found to have been underpaid), the parents shall pay to the Secretary of State interest accruing from day to day calculated at the annual rate of 2% above the mean base rate from time to time of Barclays plc, HSBC plc, LloydsTSB plc and Royal Bank of Scotland plc on all such money overdue, from the date on which payment was due to the date of actual payment (whether before or after judgment). The parents shall, in addition, reimburse to the Secretary of State all costs and expenses (including legal costs) incurred in the collection of any overdue amount.

6. Withdrawal

The Parents shall give the Principal of the College not less than one full term's notice in writing of their intention to withdraw the Pupil from the College or, alternatively, the Secretary of State shall allow the Parents to pay the Parental Maintenance Contribution for the following term in lieu of notice provided that payment is received within 30 days' of being notified of such amount by the Secretary of State.

7. Exclusion

The Parents understand that the College will review the academic progress of all students at regular intervals as they progress through their studies. If, following an academic review meeting, a pupil is found to be failing to meet the academic standards expected of him at the end of his or her first year in the College, the Principal of the College may exclude the pupil from returning to the College for a second year of study.

8. Inconsistency

In the event of any inconsistency between the terms of this Agreement and the information contained in any other document relating to the College, the terms of this Agreement shall prevail.

9. Proper Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parents agree for the benefit of the Secretary of State to submit to the jurisdiction of the courts of England and Wales.

The parents acknowledge that each parent is individually contracted to the Secretary of State and that references to 'the parents' in this Agreement shall be deemed to be references to each parent and that all obligations on the part of the parents in this agreement are joint and several obligations on the part of each parent. Any arrangement made between the Secretary of State and one parent without the assent of the other parent, shall not discharge or release that other from his obligations under this Agreement.

The Parents acknowledge that they have received a copy of this Agreement in advance of signing it and that either:

- a. they have taken independent legal advice as to the nature and extent of their contractual obligations arising under it; or
- b. they have understood the nature and extent of their contractual obligations arising under it and have decided not to take independent legal advice.
(delete as appropriate)

First Parent/Guardian's Signature:

Second Parent/Guardian's Signature:

Block Capitals:

Block Capitals:

Address:

Address:

Date:

Date:

EITHER:

I have explained the terms of this Agreement to my clients [] and [], and they have confirmed to me before signing it that they understood their obligations arising under it:

.....(Solicitor)

Witness to the signatures above:.....(Solicitor)

OR:

Witness to the signatures above:

Name:

Address:

Date:

As evidence that the Pupil has seen and understood the nature of the Parents' undertaking, this Agreement is also signed by him/her:

.....

Signed on behalf of the Secretary of State for Defence

Name:

Appointment:

Date: