



WELLINGTON  
COLLEGE

**TERMS & CONDITIONS**

with effect from  
1<sup>st</sup> September 2019

The Wellington College  
Registered Office: Wellington College, Crowthorne, Berkshire RG45 7PU  
Registered Charity No: 309093

**What these terms and conditions cover.** These are the terms and conditions on which we provide educational services.

**Why you should read them.** Please read these terms carefully before you accept our offer of a place at the College for your child. These terms tell you who we are and how and on what basis the College will provide educational services.

In these terms you will see some parts written in bold or otherwise highlighted to stand out. This is to draw certain provisions to your specific attention because they are important to the good management and operation of the College and our provision of educational services.

If you think there is a mistake in these terms, or if anything in these terms is unclear or you would like to have further explained to you, then please contact the Bursar to discuss.

## I. **Definitions**

- (a) *Meanings of some words and phrases we use in the Contract.* In our Contract with you, some words and phrases have particular meanings and it is helpful to ensure certainty and consistency to have them defined. Such defined terms are set out below and when used in these terms and conditions they shall have the meaning given to them here.

**“Acceptance Deposit”** has the meaning given to it in the Acceptance Form;

**“Acceptance Form”** means the form completed by you when accepting a place for your child at the College;

**“Administration Fee”** has the meaning given to it in the Acceptance Form;

**“child”** means the child named in the Offer Letter, and includes any pupil aged 18 or over (age child being calculated in accordance with British custom);

**“College”, “we” or “us”** means The Wellington College, a Royal Charter Body and a charity registered with number 309093, whose registered address is at Wellington College, Duke’s Ride, Crowthorne, RG45 7PU and whose registered VAT number is 572547717 as now or in the future constituted (and any successor, assignee or transferee);

**“College Rules”** means the body of rules of the College and the supporting policies which apply to pupils of the College and as may be amended from time to time. A copy of the then current version of the rules is provided to each child on entry and is sent to parents with the Acceptance Form. Parents will be notified of subsequent changes to the rules;

**“Complaints Procedure”** means the College’s procedure for handling complaints from parents, as amended from time to time. It does not form part of the Contract between you and the College. A copy of the most up-to-date procedure is on the College’s website and is otherwise available from the College at any time upon request;

**“Confirmation Form”** means any confirmation form completed by you in the six months prior to your child joining the College;

**“Contract”** has the meaning given in Clause 1(b) below;

**“Deposit”** means the Acceptance Deposit and any Overseas Deposit;

**“enters the College”** means the date on which a child is scheduled to commence as a pupil at the College;

**“fees”** means the termly fees set out in the Schedule of Fees, such amounts being exclusive of any applicable taxes payable from time to time;

**“FIA Terms and Conditions”** means the supplemental terms and conditions relating to the College’s fees in advance scheme;

“**Governors**” means the governors of the College who are appointed from time to time under the College’s Charter;

“**Joining Papers**” means the forms completed by you in the term prior to your child joining the College;

“**Master**” means the person appointed by the Governors of the College to be responsible for (or to share in the responsibility for) the day-to-day running of College, including anyone to whom such duties have been delegated;

“**Offer Letter**” means the letter to you offering your child a place at the College;

“**Overseas Deposit**” has the meaning given to it in the Acceptance Form;

“**Privacy Notice**” means the College’s privacy notice which is available on the College’s website;

“**Registration Form**” means the form completed by you to register your child as a prospective pupil at the College;

“**responsible adult**” means a person resident in the UK who is over the age of 25, fluent in English and not a full-time student;

“**Schedule of Fees**” means the note of the College’s prevailing fees notified to you from time to time and a copy of which remains available on the College’s website and from the College at any time upon request;

“**supplemental charges**” has the meaning given to it in Clause 4(b), such amounts being exclusive of any applicable taxes payable from time to time;

“**term**” means a term of the College as notified to parents from time to time;

“**a term’s notice**” means **written** notice given before the date on which boarders return for a term and which expires at the end of that term;

“**terms and conditions**” means these terms and conditions;

“**we**” means the College; and

“**you**” or the “**parents**” means each person who has signed the Acceptance Form as a person with parental responsibility for the child, or a person who, with the College’s express written consent, replaces a person who has signed the Acceptance Form and has accepted responsibility for a child’s attendance at the College.

In our Contract with you, we sometimes provide illustrative examples to try and provide you with a better understanding of what we are referring to. We do this by using the words “**for example**”, “**includes**” or “**including**”. When we do use these words, it means that the examples that are given are not exclusive or limiting examples of the matter in question.

We also use headings to introduce separate provisions. These headings are for ease of understanding only.

A reference to this Contract, any terms and conditions, agreement, contract, document, form or notice is a reference to that agreement, contract, document, form or notice as may be amended from time to time.

- (b) *Our contract with you.* The **Registration Form**, the **Offer Letter**, the **Acceptance Form**, the **Schedule of Fees**, the **FIA Terms and Conditions**, any **Confirmation Form**, the **Joining Papers**, these **terms and conditions** and any conditions of any award, bursary or scholarship (as in each case may be varied from time to time) form the terms of an agreement (the “**Contract**”) between you and the College. For the avoidance of doubt, none of the College’s prospectus, the website nor the College Rules and policies form part of the Contract.
- (c) *Rights of third parties:* It is not intended that the terms of the Contract shall be enforceable by any third party.

## 2. **Acceptance and Deposit**

- (a) *How you accept our offer of a place.* An offer of a place for your child at the College is accepted by your submitting the completed Acceptance Form and paying the Deposit and Administration Fee. At this point, the Contract becomes legally binding between the College and the Parents.
- (b) *The Administration Fee.* The Administration Fee is not refundable in any circumstances. The Administration Fee is separate from the Deposit.
- (c) *The Deposit.* The Acceptance Deposit and Overseas Deposit are only refundable in the circumstances set out in this Contract.
- (d) *How we use the Deposit.* The Deposit will form part of the general funds of the College until it is credited without interest to the final payment of the fees or other sums due to the College on your child's leaving.
- (e) *Requirement for you to increase the Deposit amount.* The College reserves the right to require payment of an additional deposit in the case of a child who transfers from a day boarder to a boarder and/or whose normal residence moves from being within the United Kingdom to being outside the United Kingdom. Such additional deposit forms part of the Deposit and shall be subject to the terms of paragraphs (c) and (d) above.
- (f) *Direct debit mandate:* Except where none of the Parents lives in the United Kingdom or has an account with a bank or building society with offices in the United Kingdom: (i) the child may not join the College until the Parents have returned to the College a duly completed direct debit mandate; and (ii) the Parents will sign and return a direct debit mandate promptly on the College's request.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it deals with what you need to do if you wish to withdraw your acceptance of a place **before** your child joins the College and what happens if you withdraw at that stage.

The cancellation of a place which has been accepted can cause losses to the College, especially if it occurs after other families have taken their decisions about their children's schooling as it means we are less likely to fill the place. This is why we require the period of notice referred to in this section for a withdrawal, and why different consequences follow depending on whether we get that period of notice or not.

## 3. **Withdrawing your Acceptance of a Place before your child enters the College**

- (a) *The period of notice we require.* **If you wish to withdraw your acceptance of a place BEFORE your child enters the College, you must give us written notice before the first day of the term immediately preceding the term in which your child was due to start.** This means that if, for example, your child is due to start at the College in September (i.e. at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the last day of the preceding Easter holidays (i.e., before the final term of the preceding academic year). This applies even if your child is offered a place in the term immediately prior to the term of entry.
- (b) *If we receive more than 20 months' notice.* If you provide that notice more than 20 months before your child is due to start at the College, we will return the Acceptance Deposit to you and no further fees will be payable. This means if, for example, your child is due to start at the College in September, then you would need to tell us in writing that you wish to withdraw your acceptance of their place on or before the 31<sup>st</sup> December falling two calendar years before the calendar date on which they are due to start.
- (c) *If we receive more than a term's but less than 20 months' notice.* **If you provide notice on or before the date set out in paragraph (a) above but less than 20 months before your child is due to start at the College, you will lose the Acceptance Deposit, but no further fees will be payable.**

- (d) *If we do not receive a term's notice.* **If you do not provide us with notice before the first day of the term immediately preceding the term in which your child was due to start a term's fees will be payable by you and will become due and owing to the College as a debt. The term's fees will be charged at the rate applicable for the term when your child was due to start. The College will credit to you the Deposit you have paid (without interest) to the payment of the term's fees you will owe us.**

#### **4. Fees, Supplemental Charges and Payment**

- (a) *What the fees include.* The fees include all the costs incurred in the usual course of the education by the College of your child, including the provision of any necessary educational materials, unless otherwise notified to you by the College at any time (either in the Schedule of Fees or otherwise).
- (b) *What the fees do not include: supplemental charges.* We refer to any items charged to you in addition to the fees as **supplemental charges**. By way of example, uniform, optional school fees insurance, optional health insurance, expenses incurred by the College in helping the child to apply for a visa to study in the United Kingdom, all public examination fees and certain supplemental tuition are supplemental to items met by the fees and constitute supplemental charges. The cost of trips, visits and certain co-curricular activities also constitute supplemental charges. Your consent will be obtained in advance if the cost per pupil will exceed £50 and/or involves an overnight stay or going abroad. The College may also charge a child for any damage where that child, alone or with others, has caused wilful loss to College property or the property of any other person (fair wear and tear excepted).

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it deals with your responsibility to pay the fees and supplemental charges.

- (c) (i) *Who is responsible for ensuring payment.* **Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the College. This is because our Contract applies to you together with each other person who has signed the Acceptance Form and each of you on your own.** Each of you remains liable to the College for all of the fees and supplemental charges due UNLESS AND UNTIL the College has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges. Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the College are paid. In practice this means that if fees or supplemental charges have not been paid to the College then in order to recover the outstanding payments, the College can seek payment of the full amount outstanding from either parent.
- (ii) *Payment of fees by a third party.* An agreement with a third party (for example, an employer, step-parent without parental responsibility or grandparent) to pay the fees or any supplemental charges does not affect your liability under the Contract (including in respect of the payment of fees or any supplemental charges in the case of default by such third party). The College reserves the right to refuse payment from a third party.
- (iii) *How can one person remove him/herself from their payment responsibility.* A person who has signed the Acceptance Form may withdraw from the Contract with the College by submitting a term's notice, but that person **must** obtain the prior written consent of **both** the College and the other person who has signed the Acceptance Form before such notice is effective.
- (iv) *How financial awards are treated.* If your child has been awarded a financial award, your responsibility will be to pay for the amount of fees due after taking account of that award. **An award may be withdrawn in accordance with (or by reference to) the terms and conditions upon which such award is made and/or if, in the opinion of the Master, your child's attendance, progress and/or behaviour no longer merit the continuation of**

**the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced.**

- (d) How the fees are charged and payment requirements. **Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the first day of that term.** Each term's fees will be included in an invoice sent to you (or such other person(s) the College may have agreed separately shall pay the fees under Clause 4(c)(i) above). The fees must be paid in full together with any applicable taxes by direct bank transfer on or before the first day of the term to which the invoice relates. The College may agree that the fees that are or will fall due in relation to any term can be paid in instalments. If we agree to do this, then the College and those responsible for paying those fees will agree separately in writing the anticipated schedule of instalments by which the deferred amount of each term's invoice is to be paid. The agreed amount for each term will need to be paid by direct debit in not more than 3 instalments within a period that does not exceed 3 months (beginning with the date of the relevant invoice). The College will issue a separate invoice and schedule of instalments relating to the fees due in respect of each term, which will be evidence of the separate agreement for the payment of that term's fees.
- (e) Payment of supplemental charges. All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included in the fees invoice. **All such supplemental charges must be paid in full together with any applicable taxes by direct bank transfer or by direct debit collection on or before the first day of the term to which the invoice relates.** If an item on an invoice has been queried, the balance of the invoice must be paid in accordance with the Contract.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out what rights we have, and what action we may take, if fees and/or supplemental charges are not paid in accordance with the Contract.

- (f) (i) Non-payment of fees: Whilst any fees are outstanding or if there is a persistent failure by you to pay the fees on time, we may refuse to allow your child to attend the College or to withhold any references or property. If fees remain unpaid 28 days after the due date of payment, such non-payment will be deemed to be a withdrawal of the child without notice and a term's fees in lieu of notice will be payable in accordance with the Contract.
- (ii) Non-payment of supplemental charges: Whilst any supplemental charges are outstanding, we may refuse to allow your child to benefit from the service to which the supplemental charge relates (for example, to sit a public examination or to participate in a co-curricular activity). If supplemental charges in respect of a charged for activity remain unpaid 28 days after the due date of payment, such non-payment will be deemed to be a withdrawal of the child from that activity and a term's fees in lieu of notice will be payable in accordance with the Contract.
- (iii) We can charge interest if you pay late. If you do not make any payment to the College by the due date for payment, we may charge interest to you on the overdue amount at the rate of 1.5 per cent per month. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. **You must pay the College the interest together with the overdue amount.**
- (iv) We can recover our costs for recovering late or non-payments. You will be responsible for paying the costs, fees, disbursements and charges we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal fees and costs reasonably incurred by the College in the recovery of any unpaid fees or supplemental charges regardless of the value of the College's claim').
- (v) Part payment. If you tender any sum that is less than the sum due and owing, the College may accept it on account only. We may charge interest and late payment charges in accordance with paragraphs (iii) and (iv) above in respect of the outstanding balance.

- (vi) Appropriation. Unless you expressly state the contrary, the College shall allocate payments made to the earliest balance on the child's account. You agree that a payment made in respect of one child may be appropriated by the College to the unpaid account of any other child of the Parents.
- (vii) We can notify other educational institutions of your outstanding payments. **We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.**

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets our right to increase the fees during the course of your child's time at the College.

- (g) Our ability to increase the fees. **We will review our fees during the course of your child's education (usually annually) and may increase them. We will try to give at least a term's notice of any increase and will always give you notice of any increase not later than the final day of the preceding term. If we:**
  - (i) **give you notice of an increase to the fees before the end of the penultimate term before the increase is to take effect, you will have time to consider the increase and, if you wish to withdraw your child from the College before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice of withdrawal to the College under Clause 5(a) below; or**
  - (ii) **give you notice of an increase in fees which exceeds RPI plus 5% later than the last day of the penultimate term before the increase is to take effect, you will be entitled to withdraw your child from the start of the following term PROVIDED THAT you give the College notice in writing of the withdrawal within twenty-one (21) days from the date when notice of the increase in fees is given. If you provide this notice you will not need to give a term's notice or pay fees in lieu of notice and will be able to withdraw your child without being responsible for fees for the next term.** The College will credit to you the Deposit you have paid (without interest) less any sums owing to the College.
- (h) Fees and supplemental charges will not be reduced due to your child's absence. Unless there is a legal liability (including liability under a court order or under the provisions of the Contract), fees and any agreed supplemental charges will not be refunded, reduced or waived as a result of absence due to illness or otherwise, or a term is shortened, or a holiday extended, or if a child is released home before, during or after public examinations or otherwise before the normal end of term, or the College is temporarily closed due to adverse weather conditions, or for any other reason.
- (i) How fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the College. Where you and the College have entered into an agreement incorporating the FIA Terms and Conditions (i.e., where you have made a 'lump sum' capital payment in respect of all or part of the fees due under the Contract) the College will administer such capital sum to meet the fees pursuant to the FIA Terms and Conditions PROVIDED THAT you meet the difference between the amount per term applied by the College under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under the Contract. For the avoidance of doubt, the College will provide a termly statement of account in respect of the fees and supplemental charges and the difference will be payable in accordance with the terms of the Contract.
- (j) We may carry out due diligence checks on Parents: The College reserves the right to carry out due diligence checks on Parents and you consent to us carrying out such checks. Due diligence checks which may be carried out by the College include (i) enquiring of previous schools attended by your

child or any other child of one or both of you whether you adhered to the terms of any contract in place with that school, the circumstances relating to your child's departure; (ii) anti-money laundering checks; and (iii) checks against any sanctions or terrorist financing lists.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out what period of notice we require from you if you wish to withdraw your child from the College, change the nature of your child's place at the College, or remove your child from participating in an activity for which there is a supplemental charge.

Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the Colleges losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given – we refer to the relevant sum as “**fees in lieu of notice**”.

## **5. Notice Requirements**

- (a) Notice to withdraw your child from the College. **If you wish to withdraw your child from the College (other than at the end of Year 13), you must either give us a term's notice to that effect or pay to the College a term's fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.** This means that if, for example, you wish to withdraw your child with effect from the start of the autumn term (i.e., at the start of an academic year) then you would need to tell us in writing that you wish to withdraw your child on or before the last day of the preceding Easter holidays (i.e., before the final term of the preceding academic year).
- (b) Withdrawal by a child: If a child decides to withdraw from the College, this shall be deemed to be a withdrawal by you and the terms of paragraph (a) above shall apply.
- (c) Notice to change your child's place at the College. **If the Master agrees that your child's place at the College will change from a boarding to a day place and this agreement is reached less than a term before the change, the College reserves the right to charge you the difference between the boarding and the day fees in lieu of notice, at such rate as would have been charged for the final term of provision if a term's notice had been given.**
- (d) When the relevant amount in lieu of notice must be paid. Unless otherwise set out in this Contract, the appropriate sum in lieu of notice will become payable by you to us 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.
- (e) Notice to withdraw your child from participating in an activity covered by a supplemental charge. If you wish to withdraw your child from an activity charged for as supplemental, you must either give a term's notice to that effect or a term's charges for the activity in which your child has ceased to participate will be immediately payable as a debt.
- (f) Withdrawal part-way through a term does not reduce the amount you owe to the College. **It is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.**

## **6. College Rules**

- (a) Compliance with the College Rules. It is a condition of remaining at the College that you and your child comply with the College Rules. In addition, you must ensure that your child attends the College punctually and that your child conforms to any rules or policies about appearance, dress and behaviour as we may issue (if not already included within the College Rules).
- (b) Leaving College premises. The College will do all that is reasonable to ensure that your child remains in the care of the College during College hours, but we cannot prevent any child aged 16 years or

over from leaving and nor can we accept responsibility for any child of any age if he/she leaves College premises in breach of the College Rules.

- (c) Religious observance. Religious observance at the College will be conducted in accordance with the College's policies which are in force from time to time.
- (d) We may undertake drugs and alcohol testing of your child. **The College may undertake drugs and/or alcohol testing of pupils in accordance with the College's drugs and/or alcohol policy (as relevant)**. These policies have been adopted for disciplinary purposes, and with the aim of safeguarding the health and safety of all pupils.
- (e) Monitoring your child's email communications, internet use, and use of social media. **The College may, subject to applicable data protection legislation, monitor your child's email communication, internet use (whether over the College's wifi network or through your child's data allowance), and use of social media**. We may do this for various reasons, including ensuring compliance with the College Rules or where it is appropriate for the College to do so (or indeed necessary) in connection with the College's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## **7. Suspension, Expulsion and Required Removal**

- (a) The Master's discretion to suspend or expel your child from the College. The Master may in his or her discretion suspend or, in serious or persistent cases, expel your child from the College if the Master considers that your child's conduct or behaviour (including behaviour or conduct outside school) is unsatisfactory and the suspension or expulsion is in the College's best interests or those of your child or other children.
- (b) Where you can find examples of offences punishable by suspension or expulsion. The College Rules and related policies set out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and the Master may decide that suspension or expulsion for a lesser offence is justified, for example where there has been previous misbehaviour, or the circumstances warrant it. All aspects of your child's record at the College may be taken into account.
- (c) The Master's discretion to require you to remove your child from the College. Instead of expulsion or suspension, the Master may in his or her discretion require you to remove your child from the College if the Master considers that:
  - (i) **your** behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/or adversely affects (or is likely to adversely affect) your child's or other children's progress at the College, or the wellbeing of the College's staff; and/or brings (or is likely to bring) the College into disrepute; and/or is not in accordance with the College's values or your obligations under the Contract; or
  - (ii) your child's attendance, progress or behaviour is unsatisfactory, and, in the reasonable opinion of the Master, the removal is in the College's best interests and/or those of your child or other children and/or members of the College's staff.
- (d) What happens if your child is suspended, expelled or removed from the College.
  - (i) Should the Master exercise his or her right under either Clause 7(a) or Clause 7(c) above you will not be entitled to any refund or remission of fees or supplemental charges due (whether paid or payable) in or relating to the term in which your child is expelled or suspended and (save in the case of suspension) the Acceptance Deposit will be forfeited meaning that the College will retain the Acceptance Deposit. The College will credit to you any Overseas Deposit you have paid (without interest) less any sums owing to the College.
  - (ii) If your child is expelled or you are required to remove your child from the College, fees in lieu of notice will **not** be payable and any fees and/or supplemental charges that have been prepaid for or relating to any term after the expulsion/required removal will be refunded. All arrears of fees and supplemental charges and any other sums due to the College will be payable.

- (e) Impact of expulsion or required removal on the Contract. Provided you have paid the College's final invoice, the Contract will terminate with immediate effect if your child is expelled or if you are required to remove your child from the College.
- (f) Your right to have decisions regarding expulsion or required removal reviewed. You are entitled to have any decisions taken by the College and/or Master under either Clause 7(a) or Clause 7(c) reviewed. Any such review shall be governed by the Governor's Review Procedure. Your child shall be suspended from the College pending the outcome of the review.
- (g) The Master's discretion to exclude you from the College premises: The Master may in his or her discretion exclude one or more of a child's Parents from the College premises. Any such exclusion of a Parent does not have any impact on this Contract.

## **8. The College's Obligations**

- (a) The period of your child's schooling. Subject to terms of the Contract, the College will accept your child as a pupil of the College from the time of joining the College until the end of his or her secondary schooling. However, the College shall not be obliged to permit your child to enter the sixth form unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The College may decide as to whether your child may join the sixth form after the results of GCSE or equivalent examinations are known and may make entry to the sixth form conditional upon the results of such examinations. Notwithstanding any conditions on entry imposed by the College, if you wish to withdraw your child prior to entering the sixth form, the terms of Clause 5 above applies and you will either need to give us a term's written notice or pay us a term's fees in lieu of notice.
- (b) The scope of our duty to exercise reasonable skill and care for your child's education and welfare. While your child remains a pupil of the College, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during school hours and at other times when your child is permitted to be on College premises or is participating in activities organised by the College. **We cannot accept any responsibility for the welfare of your child while off the College premises unless he or she is taking part in a school activity or otherwise under the direct supervision of a member of College staff.** The College shall adhere to and comply with the *National Minimum Standards for Boarding Schools* (applicable from time to time) published under the Children Act 1989 (as amended or superseded).
- (c) Our right to make changes at the College. Our prospectus describes the broad principles on which the College is presently run. However, from time to time it may be necessary to make changes to any aspects of the College, including the curriculum, the manner of providing education for your child (including by providing such education remotely (whilst your child remains at home, for example, where the College is required to close the College premises)) or our policies.
- (d) We will give you notice of significant changes. If we do not give you notice of any changes that we regard as significant to your child's education prior to the end of the penultimate term before the change is to take effect and you wish to withdraw your child from the College on or before the end of the term in which such change has taken effect, whilst you must still give notice of your child's withdrawal from College, you will not be liable to pay a term's fees in lieu of notice in accordance with Clause 5(a) above.
- (e) Consent to participation in contact sports and similar activities. Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (f) Consent to transport: You give your consent to your child travelling by any form of public transport and/or in a motor vehicle driven by an adult who is duly licensed and insured to drive a vehicle of that type.
- (g) What happens if your child needs urgent medical attention. If your child requires urgent medical attention

while under the College's care, we will if practicable try to obtain your prior consent or that of the responsible adult appointed by you. **However, if it is not practicable to contact you or if there is no timely response from you we will make the decision on your behalf if, for example, consent is required for urgent treatment recommended by a doctor or other medical practitioner (including anaesthetic or operation, or blood transfusion (unless you have previously notified us you object to blood transfusions)).**

- (h) Monitoring your child's progress at the College. We will monitor your child's progress at the College and report regularly to you by means of grades, full written reports and parents' meetings.
- (i) Special educational needs: **We will advise you if we have any concern about your child's progress, but we do not undertake to diagnose dyslexia or other conditions.** A formal assessment can be arranged either by you or by the College at your expense.
- (j) Public examinations: The Master may, after consultation with the Parents and the child, decline to enter the child's name for an examination if, the Master considers that, by doing so, the child's prospects in other examinations may be impaired and/or if the child has not prepared for the examination with sufficient diligence, for example, because the child has not worked or revised in accordance with advice or instruction from his/her teachers.

## **9. The Parents' Obligations**

- (a) We require your co-operation. In order to fulfil our obligations under the Contract and to maintain a constructive relationship with you, we, the Master and the College's staff, need your co-operation, including in particular by you fulfilling your own obligations under the Contract.
- (b) Examples of the co-operation and assistance we require. You must co-operate with the College and the College's staff in good faith, including by:
  - (i) maintaining a constructive relationship with the College's staff (including where the College is exercising its rights and performing its obligations under the Contract);
  - (ii) encouraging your child in his or her studies, and giving appropriate support at home;
  - (iii) keeping the College up-to-date and informed of matters which affect or may affect your child including circumstances which arise at any time that affect or may affect:
    - (aa) your ability to pay the fees and supplemental charges for your child;
    - (bb) your child's welfare or happiness; or
    - (cc) your child's safety;
  - (iv) ensuring that all details or other information notified or otherwise disclosed to the College about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to it) are not withheld;
  - (v) providing cooperation and assistance to the College so that your child can participate in, and benefit from, the College's provision of education (including where the College may wish/need to provide such education remotely); and
  - (vi) attending meetings and keeping in touch with the College where your child's interests so require.
- (c) You must notify us of your child's health/medical conditions or special educational needs. **It is a condition of your child's joining and remaining at the College that you (i) complete and submit to the College a medical questionnaire in respect of your child; (ii) permit your child to have a routine medical examination at the College's Health Centre during their first year at the College; and (iii), in the case of boarding pupils, register your child with the College's GP whilst your child is a pupil at the College and comply with the College GP's advice.** You must promptly inform the College of any health or medical condition (in either case,

physical or mental), special educational need(s), disability, allergy or any behavioural, emotional or social difficulty that your child has or subsequently develops, whether long-term or short-term. You must also provide us, whether upon further request by the College or otherwise, any reports or other materials relevant to any of the same. If you withhold from us or otherwise misrepresent to us information of this nature, please be aware that this may result in us exercising our right to end this contract under Clause 14 below.

- (d) Circumstances where we may require you to keep your child away from College. If the College so requires due to a health risk either presented by your child to others or presented to your child by others or presented by your child to him or herself, or by reason of a virus, pandemic, epidemic or other health risk, or where the Master determines in his or her discretion that it is not in your child's best interests to remain at College, you may be required to keep your child at home and not permit him/her to return to the College until such time as those circumstances have passed. Where it is considered appropriate, we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).
- (e) You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them. You must inform the College if, at any time prior to or during your child's time at the College, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the College (including its premises) and/or the College's provision of education to your child. This would include any court order or undertaking given to a court which may deal with or impact upon in any way: (i) your child's living and/or contact arrangements; (ii) your child's education, welfare and/or upbringing; and/or (iii) the payment of fees and/or supplemental charges. In any such circumstances you must (whether upon request or otherwise) promptly provide the College with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).
- (f) You must notify us of any changes to your financial position: You must notify the College immediately upon:
- (i) being unable to pay your debts as they fall due;
  - (ii) entering into an individual voluntary arrangement;
  - (iii) being made the subject of a bankruptcy petition or order;
  - (iv) becoming the target of any economic sanctions imposed by any government; or
  - (v) being under investigation for any possible breach of any anti-corruption laws, any anti-money laundering laws or any economic sanctions laws.
- (g) You are responsible for ensuring that your child has the appropriate immigration permissions. You are responsible at all times for ensuring that your child has the appropriate immigration permission to enter and reside in the United Kingdom and to study at the College and must update the College of any changes to this status whilst your child remains a pupil of the College. If your child is found not to be in possession of the correct leave to be in the United Kingdom, your child may be required to leave the College immediately and without refund of the Acceptance Deposit or fees paid.
- (h) We require you to nominate a responsible adult and/or guardian for us to contact in your absence. It is a condition of your child's joining and remaining at the College that you complete and submit to the College a parental absence form for your child. Amongst other things this form will nominate a responsible adult to whom you will delegate authority to make decisions relating to your child if the College is not able to contact you. If you are resident outside of the United Kingdom, it is a further condition that you nominate a guardian for your child. The responsible adult and the guardian may be the same person. You must notify the College if the responsible adult or guardian changes or if their contact details change.
- (i) We are entitled to expect that parents have consulted with each other regarding decisions relating to your child. You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the College, the College is entitled to assume that

you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 9(j) below, you (and each of you) accept that the College is entitled to treat:

- (i) any instruction, authority, request or prohibition received from one of you as having been given on behalf of both of you; and
- (ii) any communication from the College to one of you as having been given to both of you.

**PLEASE READ THIS NEXT SECTION CAREFULLY** – it sets out who needs to sign a notice of withdrawal of your child.

- (j) We are entitled to require that notices of withdrawal must be signed by both parents. **A notice of withdrawal of your child served under the Contract (i.e., under any of Clauses 3(a), 4(c)(iii), 5(a), 5(c) or 5(e)) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the College shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).**
- (k) You must notify us of your child's absence from College. Your child's housemaster must be informed as soon as possible in writing of any reason for your child's absence from College. Wherever possible the College's prior consent should be sought for absence from the College.
- (l) Residence during term time: During term time, your child must reside with you, a legal guardian or another responsible adult unless resident as a boarder.
- (m) Parents must notify us if they will be absent for a period of time or if your child will be residing elsewhere. If at any time during your child's time at the College:
  - (i) the Parent(s) with whom the child usually resides will not be in the United Kingdom at any time or will otherwise be absent from your main residential address for a period of longer than two (2) consecutive school days; or
  - (ii) your child will be residing under the care of someone other than a Parent,then you must inform the College immediately in writing and provide the details required by the College as a result, including the name and contact details for a responsible adult for the period of your absence.
- (n) Raising concerns with the College and making formal complaints. If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the College without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the College's website and is otherwise available from the College at any time upon request.
- (o) Master's authority. You accept that the College will be run by the Master in accordance with the authorities delegated by the Governors and that the Master may delegate his or her powers to other members of staff. The Master (and other members of staff acting on his or her behalf) is entitled to exercise a wide discretion in relation to the College Rules and any other policies. You authorise the Master to take and/or authorise all decisions which the Master considers (i) will safeguard and promote your child's welfare; or (ii) are in the best interests of your child, in each case whilst balancing your child's welfare and/or best interests with those of other members of the College community and the College Rules. You accept that the College is required to respect any legal rights that your child may have.

## **10. Responsibility for loss and insurance**

- (a) Your child's responsibility for their personal property. Your child is responsible for the security and safe use of all of his or her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment and for property lent to them by the College.
- (b) Your responsibility to make your own insurance arrangements. Your child is included in an obligatory personal accident insurance scheme, the charge for which is included in the fees. You must make your own insurance arrangements if you require cover:
- (i) for your child or their property while travelling to or from College, at College or participating in any College activity away from the College premises; or
  - (ii) for the payment of fees due to absence of your child or closure of the College premises.
- (c) College's liability. Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the College does not accept responsibility for accidental injury or other loss caused to the child or to you or for loss or damage to the property.

### **PLEASE READ THIS NEXT SECTION CAREFULLY**

*Although there will be circumstances when it is appropriate to seek parental consent, data protection and privacy rights belong to the individual. The law considers that children of average maturity will, from the age of around 13, have sufficient awareness of their own privacy to make certain decisions relating to their personal data themselves and sometimes, but not always, the law may require that the decision of the child is more important than that of the parent.*

*In most cases, it will not in fact always be necessary for us to obtain consent for every use we make of personal data of you or your child. The law recognises this but also requires that we set out clearly where we are processing data relating to you or your child with your consent. Please also see our Privacy Notice.*

## **11. How we may use Personal Information: References, Confidentiality and Data Protection**

- (a) We may provide a reference for your child. We may supply information and a reference in respect of your child to any educational institution which you propose your child may attend or, where applicable to any prospective employer. Any reference supplied by us will be confidential. We will take care to ensure that all information that is supplied relating to your child is accurate and any opinion given on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.
- (b) We will need to use information relating to your child, and to you, for certain purposes connected with the running of the College. This will include name, contact details, school records, photographs and video recordings, both whilst your child is at the College and after he or she has left, for the purposes of:
- (i) managing relationships between the College and current pupils/parents and fulfilling our obligations under the Contract with you;
  - (ii) promoting the College to prospective pupils/parents;
  - (iii) publicising the College's activities; and
  - (iv) communicating with the Wellington community and the body of former pupils.
- In respect of paragraphs (ii), (iii) and (iv), this includes use of such information by the College in/on the College's prospectus (in whatever format or medium it is produced/made available), the College's website(s) and (where appropriate) the College's social media channels.
- (c) You are required to update us of changes to information held, or in circumstances relating to, you and/or your child. You must:

- (i) confirm (or update, if necessary), when requested, such information (and/or documentation) about you and/or your child that is held by the College; and
  - (ii) inform the College of any change to you or your child's circumstances (including, where applicable, in connection with your child's entitlement to enter, reside and/or study in the United Kingdom), or to information about you or your child that has previously been notified to the College, including relevant contact details.
- (d) As Tier 4 sponsor we need your consent to us providing certain information to UKVI. In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system for immigration purposes, you consent to us notifying and/or supplying information relating to you and/or your child's right to enter, reside and/or study in the United Kingdom to the *United Kingdom Visas and Immigration* (UKVI) unit of the Home Office (and to do so whether we actually sponsor your child or not).
- (e) We will send information (e.g., school reports) about your child to both of you as a matter of course. Those persons who have parental responsibility for your child are entitled to receive certain information about your child from the College (including school reports, correspondence and other materials relating to his or her progress, development and/or education generally). The College will therefore disclose such information as a matter of routine to such persons UNLESS the College is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection laws).
- (g) Data Protection Laws. The College will process personal data about you and your child in accordance with the Data Protection Act 2018, the General Data Protection Regulation (as each may be amended or superseded) and other related legislation. We will process such personal data:
- (i) as set out in this Clause 11, and in the College's Privacy Notice;
  - (ii) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
  - (iii) to perform our obligations under the Contract, and where otherwise reasonably necessary for the College's purposes.

## **12. Intellectual Property Rights**

- (a) Your child's rights : The College reserves all rights and interest in, to and under any copyright, design right, registered design, patent or trademark (**intellectual property**) arising as a result of the actions or work of your child in conjunction with other pupil(s) and/or any member of staff of the College for a purpose associated with the College. The College will acknowledge and allow to be acknowledged the child's role in the creation of such intellectual property. The College shall recognise any other intellectual property rights otherwise created, generated or owned by or vested in your child.
- (b) Returning work: Other than as set out in paragraph (a) above, work will be returned to the Pupil when it is no longer required for purposes of assessment or display. You consent for yourselves and, so far as you are entitled to do so, on behalf of your child, to our retaining such work on College premises until, in our professional judgment, it is appropriate to release the work to your child. We will take reasonable care to preserve your child's work undamaged but cannot accept liability for loss or damage caused to this or any other property of your child by factors outside the direct control of the Master or staff.

### 13. **Changes in Ownership, etc**

*The circumstances in which we may transfer the Contract to someone else.* For the purposes of constitutional changes to the College or amalgamation of the College with another we may transfer the undertaking of the College to another person or organisation. We will notify you if we plan to do this and we will ensure that the transfer will not affect your rights under the Contract. We may transfer our rights and obligations under the Contract in connection with any such transfer and/or amalgamation.

**PLEASE READ THIS NEXT SECTION CAREFULLY** - it sets out the rights we have, and that you have, to cancel the Contract early (that is, before the normal leaving date for the end of your child's schooling in Year 13).

### 14. **Ending the Contract**

(a) *Our rights to end the Contract.* The College may end the Contract at any time by notice in writing to you if:

- (i) you (or either of you) make a misrepresentation of facts or circumstances to us, or you (or either of you) withhold important information from us, about you and/or your child or that is relevant to the provision of education by the College to your child;
- (ii) you fail or refuse to complete and submit to the College a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
- (iii) you (or either of you):
  - (aa) are otherwise unable to pay your debts as they fall due;
  - (bb) are the subject of a bankruptcy petition or order;
  - (cc) enter into an individual voluntary arrangement;
  - (dd) is a target of sanctions that have been imposed by any government; or
  - (ee) is under investigations for any possible breach of any anti-corruption laws, any anti-money laundering laws or any economic sanctions laws; or
- (iv) you otherwise do not comply with (i.e., you breach) your obligations under the Contract such that we have a legal right to end the Contract because of something you have done wrong; or
- (v) the Master determines that the College is not able to provide, or is compromised in providing, the educational services it needs to in satisfaction of its obligations under the Contract.

Without prejudice to any other rights the College may have under this Contract, if the College terminates the contract in accordance with this paragraph (a) and such termination takes place with immediate effect, you will be obliged to pay fees in lieu of notice in respect of your child. The College is not obliged to return the Acceptance Deposit or any fees paid.

(b) *Your rights to end the contract.* You may end the Contract at any time by notice in writing to the College if:

- (i) you have a legal right to end the Contract because of something we have done wrong; or
- (ii) the College becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

(c) *When this Contract will end if not terminated early.* For the avoidance of doubt and without us having to provide you with notice, the Contract shall end on the settlement of the College's final invoice or the end of your child's schooling at the end of Year 13, whichever is later. This may be at the end of the fifth form if your child does not meet any requirements imposed by the College under Clause 8(a) for entry to the sixth form.

- (d) Ending the Contract will not affect any accrued rights. Once the Contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After the Contract ends, you and we will keep any rights we have under general law.

## **15. Events outside of our, or your, control**

- (a) What we mean by an “event outside of our/your control”. We mean any event beyond either your or our reasonable control including, for example, acts of God, war, riot, civil commotion, strikes, industrial disputes, 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, failure of utility service or transportation. In the remainder of this Clause 15 we shall refer to these as an “**event**”.
- (b) What happens if we are affected by an event outside of our control. If an event beyond our control arises which prevents or delays the College’s performance of any of its obligations under the Contract, the College shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the College has acted reasonably and prudently to prevent and/or minimise the effect of the event, the College will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the College shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).
- (c) Events lasting more than 6 months. If the College is prevented from performing all of its obligations as a result of an event for a continuous period of more than six (6) months, the College shall notify you of the steps it plans to take to ensure performance of the Contract after such period and you shall then, following receipt of such notice, be entitled to end the Contract on written notice to the College and without giving a term’s notice or paying fees in lieu of notice.
- (d) What happens if your child is affected by an event outside of your control. Subject to Clause 4(h), if your child is unable to attend (or is likely not to be able to attend) the College due to reasons caused by an event you shall give the College notice in writing of such circumstances and the following provisions shall apply:
- (i) in consultation and cooperation with the College you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under the Contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;
  - (ii) in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate and benefit from any level of provision of education by the College then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and
  - (iii) if the event continues to prevent your child from attending the College or being able to participate and benefit from any level of provision of education by the College for a continuous period of more than six (6) months you shall discuss with the College a solution by which the Contract may be performed and, following such discussions, you shall be entitled to cancel the Contract on written notice to the College and without giving a term’s notice or paying a term’s fees in lieu of notice.

## **16. Communications between you and the College**

- (a) *Notices must be in writing.* When the Contract requires you or the College to give notice of something to the other then, unless we agree otherwise, this should be done in writing.
- (b) *We will use the contact details held by the College to contact you.* Communications (including notices) will be sent by the College to you at the address(es) shown in our records or using your other contact details included in our records. **You must notify the College promptly of any change of address(es) or other contact details.**
- (c) *How to provide written notice to the College.* Notices that you are required to give under the Contract must be **in writing** addressed to the Master and either:
  - (i) sent by email to the College using the email address [master@wellingtoncollege.org.uk](mailto:master@wellingtoncollege.org.uk) or such other email address as the College may notify you of from time to time
  - (ii) delivered by hand to the College and marked for the attention of the Master;
  - (iii) sent to the College and marked for the attention of the Master by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
  - (iv) otherwise sent to the College's address and marked for the attention of the Master by first or second class post.

**In light of the importance under the Contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 4(c)(iii), 5(a), 5(c) or 5(e) of these terms and conditions you telephone the College to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 96 (during a school holiday period) after sending the notice.**

## **17. The Law that applies to the Contract and where legal proceedings may be brought**

- (a) *The law that applies to the Contract.* The contract between you and the College is governed by English Law and either you or the College must bring legal proceedings in respect of the Contract in the English courts.
- (b) *Rights in relation to the enforcement of the Contract.* If we choose not to enforce any part of the Contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of the Contract . And, if we cannot enforce any part of the Contract, this will not affect our right to enforce the rest of the Contract .

## **18. General**

- (a) *Reserving the right to change the Contract.* We reserve the right to change or add to the Contract from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the College. The College will send you notice of any such amendments prior to the end of the penultimate term before the modifications are to take effect.
- (b) *Waiver:* No failure by the College or by the Parents to exercise any of our rights or insist upon strict compliance with that person's obligations under this Contract shall constitute a waiver of rights under this Contract. Waiver of any particular default must be in writing and shall not affect or impair that person's rights in respect of subsequent defaults.
- (c) *Severability:* If any provision or part provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted but that shall not affect the validity and enforceability of the rest of this Contract.
- (d) *Time is of the essence:* Time is of the essence for all times, dates and periods specified in this Contract or substituted for them.

**The Wellington College  
27th March 2019**



