



# WELLINGTON COLLEGE

## **TERMS & CONDITIONS**

with effect from  
1<sup>st</sup> March 2026

The Wellington College  
Registered Office: Wellington College, Crowthorne, Berkshire RG45 7PU  
Registered in England and Wales with Charity No: 309093  
VAT Number: GB572547717

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

If you think there is a mistake in these terms, or if anything in these terms and conditions is unclear or you would like to have something further explained to you, then please contact the Legal & Compliance Director to discuss.

## 1. **Definitions**

(a) *Meanings of some words and phrases we use in these terms and conditions.* In these terms and conditions, the following words have the meaning set out below:

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

**“Acceptance Form”** means the form provided by the College and 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 (the age of the child being calculated in accordance with British custom);

**“College”, “we” or “us”** means Wellington College, the co-educational day and boarding school for pupils primarily aged 13 -18 which forms part of and is operated by TWC and whose address is Wellington College, Duke’s Ride, Crowthorne, RG45 7PU;

**“College Rules”** means the body of rules of the College and the supporting policies which set out our expectations concerning the conduct and behaviour of 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. Updated versions are available on the College’s website or upon request from the Admissions Office;

**“Complaints Procedure”** means the College’s procedure for handling complaints from parents, as amended from time to time. It does not form part of this 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;

**“fees in lieu of notice”** means a term’s fees calculated in accordance with, as applicable, Clause 3(d) or Clause 5(a). Where applicable, fees in lieu of notice will be reduced to take account of any financial award.

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

**“Governors”** means the trustees of TWC who are appointed from time to time under TWC’s Royal Charter and who perform the role of governors of the College;

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

**“Master”** means the person appointed by the Governors of the College to be responsible 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 list of the College’s prevailing fees notified to you from time to time and a copy of which is 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 published on the College’s website;

**“a term’s notice”** means **written** notice given not later than the date on which boarders return for a term;

**“terms and conditions”** means these terms and conditions as may be amended from time to time;

**“TWC”** means TheWellington College, a Royal Charter Body and a charity registered in England and Wales with charity number 309093, whose registered address is at Wellington College, Duke’s Ride, Crowthorne, RG45 7PU and whose registered VAT number is GB572547717 as now or in the future constituted (and any successor, assignee or transferee); 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 these terms and conditions, our Contract, any agreement, contract, document, form or notice is a reference to these terms and conditions, our Contract, 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, fee assistance or scholarship (as in each case may be amended from time to time) form the terms of an agreement (the **“Contract”**) between you and the College on behalf of TWC in respect of your child’s place at the College. For the avoidance of doubt, none of the College’s prospectus, the website nor the College Rules and policies form part of this Contract.

(c) *Rights of third parties:* It is not intended that the terms of this Contract shall be enforceable by your child or by any other 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, this 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 and any amount remaining will be refunded to you.

(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 live in the United Kingdom or have 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. 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 either give us written notice before 31<sup>st</sup> March in the year in which your child is due to start or pay to the College a term's fees in lieu of notice.** This means that if you accept a place for your child after 31<sup>st</sup> March in the year in which your child is due to start, a term's fees lieu of notice will be payable if you subsequently withdraw your acceptance of a place
- (b) ***If we receive more than 20 months' notice.*** If you provide notice to withdraw your acceptance of a place 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 less than 20 months' notice but notice is received before 31<sup>st</sup> March in the year in which they are due to start.*** 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 receive notice after 31<sup>st</sup> March in the year in which your child is due to start.*** If you do not provide us with notice prior to 31<sup>st</sup> March in the year in which your child is due to start (or if no notice is provided at all) a term's fees will be payable by you and will become due and owing to the College upon demand 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 or services 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 such as individual music lessons 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 you for any damage intentionally caused by your child (whether alone or with others) to College property or the property of any other person (fair wear and tear excepted).

- (c) Applicable taxes.
- (i) Except as expressly stated otherwise, all of the fees and supplemental charges are exclusive of VAT and any other taxes which will be added (where applicable).
  - (ii) You may be required to reimburse the College for any costs or expenses we incur on your on your child's behalf. If this happens, you must also reimburse the College for any VAT applicable on such costs or expenses unless we are entitled to a credit or repayment from HMRC in respect of that VAT.
  - (iii) If the College at any time assesses (or HMRC at any time determines) that any of the educational services supplied by the College under this Contract are subject to VAT and the College has not already charged you VAT on the applicable fees educational services, the College will promptly notify you and confirm the amount of VAT payable in respect of the relevant fees and you will pay an amount equal to that VAT within fourteen (14) days of the College notifying you.

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

- (d) Who is responsible for payment. **Each of you is responsible for ensuring 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. In practice this means that if any of the fees or supplemental charges have not been paid to the College then the College can seek payment of the full amount outstanding from either or both of you. The only exceptions to this are in paragraph (f) below. Court orders (for example, where parents are separated or divorced) and other arrangements between parents and/or third parties do not normally bind or apply to the College and do not extinguish either of your responsibility for the fees and supplemental charges due under this Contract.
- (e) Payment of fees by a third party. An agreement with a third party (for example, an employer, stepparent without parental responsibility or grandparent) to pay the fees or any supplemental charges does not affect your liability under this 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 to accept payment from a third party.
- (f) How can one person remove themselves from their payment responsibility. A person who has signed the Acceptance Form may withdraw from this Contract with the College having obtained the prior written consent of **both** the College and the other person who has signed the Acceptance Form .
- (g) 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 amended or 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 (or your behaviour or conduct (or the behaviour or conduct of one of you), including in relation to you application for an award) no longer merit the continuation of the award. Any such amendment or withdrawal of an award will not operate so as to increase the fees due in respect of a term which has already commenced. Where it appears likely to the Master that an award may be amended or withdrawn from your child, you will be notified in advance. If, within 14 days following the amendment or withdrawal of an award, your child is withdrawn from the College, no fees in lieu of notice will be payable by you. This will give you enough time to decide whether you want to continue to educate your child at the College.
- (h) How the fees are charged and payment requirements. **The annual fees are divided into three equal parts and charged separately on a termly basis, regardless of the length of any term and regardless of your child's year group. Each term's fees 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(e) above). The fees must be paid in full together with any applicable taxes, transfer or payment fees by direct bank transfer or direct debit 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. We may not allow your child to attend the College if you do not pay on time.

- (j) 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 this 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 this Contract.

- (k) 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, withhold any references or property or, if applicable, withdraw sponsorship of your child's Child Student or Student visa. **This applies in addition to our right to terminate this Contract under Clause 14.**
- (l) Non-payment of supplemental charges: Whilst any fees or supplemental charges are outstanding, we may refuse to allow your child to benefit from any services to which supplemental charges relate (for example, to sit a public examination, to participate in a co-curricular activity or receive the relevant service). 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 for that activity will be payable in accordance with this Contract.
- (m) 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 on the overdue amount at the rate of 1.5 per cent per month. 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.**
- (n) We can recover our costs for recovering late or non-payments. We may charge you 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).
- (o) Part payment. If you pay 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.
- (p) Appropriation. The College is entitled to allocate payments from you to your accounts with the College as it sees fit. For example, the College is entitled to allocate a payment made in respect of one child to the unpaid account of any other child of yours at the College or at any other school forming part of TWC.
- (q) We can notify other educational institutions of your outstanding or late payments. **We may inform any other school or educational establishment to which you propose to send your child of any outstanding or late payment of 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.

- (c) ***Our ability to increase the fees.*** We will review our fees during the course of your child's education and may increase them. Not later than 31<sup>st</sup> July in each year, we will notify you of the increased fees which will take effect from the start of the immediately following academic year (the "annual fee increase"). If a new increase takes effect from any other time during the academic year OR the increase exceeds RPI plus 5%, we will either:
- (i) give you notice of an increase to the fees before the end of the penultimate term before the increase is to take effect, giving you the 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, to provide the required term's notice of withdrawal to the College under Clause 5(a) below; or
  - (ii) if we give you notice later than the last day of the penultimate term before the increase is to take effect, permit you to withdraw your child from the start of the immediately 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.
- (f) ***Our ability to increase the supplemental charges.*** We will review our supplemental charges during the course of your child's education (usually annually) and may increase them. Where practicable, we will try to give you notice of any material increases to the supplemental charges prior to the end of the penultimate term before the increase is to take effect. If you wish to withdraw your child from the College or the activity to which the supplemental charge relates before the proposed increase is set to take effect, then you will have sufficient time to provide the required term's notice to the College under Clause 3 or Clause 5.
- (s) ***Fees and supplemental charges will not be reduced due to your child's absence or the College's closure.*** Unless there is a legal liability (including liability under a court order or under the provisions of this 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 your child is required to study from or otherwise remain at home in connection with the College exercising its rights under this Contract or us providing educational services remotely or the College is temporarily closed due to adverse weather conditions, or for any other reason.
- (t) ***How fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any out-standing 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 prepaid all or part of the fees due under this Contract), you will still need to meet the difference (if any) between the amount per term prepaid under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under this 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 this Contract.
- (u) ***Information on your identity and the source of funds.*** From time to time we may ask you to provide us with sufficient information so that we can properly and accurately verify to our satisfaction:
- (i) your identity;
  - (ii) your child's identity;
  - (iii) that you are not subject to, or within the purview of, any national or international financial, economic, trade, travel or other similar sanctions imposed by any competent authority;

- (iv) your child's right to enter, live and study in the United Kingdom;
- (v) the legitimate source of funds you are using to pay the fees; and
- (vi) information provided to us as part of or in connection with an application for or our grant of any scholarship, exhibition, fee assistance or other financial award.

You must promptly provide the College with the information and documentation that we ask for including any deadlines we might specify in writing.

- (b) *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.*

## 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 the Upper Sixth Form), you must either give us a term's notice to that effect or pay to the College fees in lieu of notice. Those fees in lieu of notice will be charged at the rate for the term that would have been charged for the final term of your child's education had you given a term's notice (and not the rate for the term when you gave notice).** 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) or pay the fees in lieu of notice (at the rate applicable for the autumn term). The College will apply any deposit you have paid (without interest or any entitlement to repayment under Clause 2(d)) as payment of any such fees in lieu of notice.
- (b) *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 (and not the rate for term when you gave notice).
- (c) *The Master's discretion to remove your child from boarding:* The Master may in their discretion require you to remove your child from boarding and move them to a day place if the Master considers that:
  - (i) this is in the best interests of your child and/or other children or the College; or
  - (ii) the College is unable to meet your child's needs within the boarding setting (including cases where the College cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child within the boarding setting); or
  - (iii) your child's conduct or behaviour (including conduct or behaviour outside the College) is unsatisfactory such that removing the child from boarding to a day place is considered appropriate.
- (d) *When the relevant amount of fees in lieu of notice must be paid.* Unless otherwise set out in this Contract, the appropriate sum of fees in lieu of notice will become payable by you upon demand as a debt.
- (e) *Notice to withdraw your child from participating in an activity or from receiving a service covered by a supplemental charge.* If you wish to withdraw your child from an activity or service charged for as

supplemental, you must either give a term's notice to that effect or a term's charges for the activity or service 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 or receive a service 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 (in each case, to the extent applicable) comply with the College Rules. In addition, you must ensure that your child attends the College in accordance with our Attendance Policy, arrives 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 on site 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 they leave College premises in breach of the College Rules.
- (c) Religious observance and relationships and sex education (RSE) and health education. Religious observance, relationships and sex education (RSE) and health education 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 drug and alcohol testing of your child. The College may undertake drug and/ or alcohol testing of pupils in accordance with the College's drug and/or alcohol policy (as relevant). These policies have been adopted for disciplinary purposes, and with the aim of safe-guarding the health and safety of all pupils.
- (e) Monitoring your child's telephone, email and messaging communications, internet use, and use of social media. The College may, subject to applicable data protection legislation, monitor your child's telephone, email and messaging communication, internet use (whether over the College's Wi-Fi 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 or necessary for the College to do so in connection with the College's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

## 7. Rustication, Expulsion and Required Removal

- (a) The Master's discretion to rusticate or expel your child from the College. The Master may in their discretion rusticate 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 the College or online) is unsatisfactory and/or the rustication or expulsion is in the College's best interests and/or those of your child or other children.
- (b) Where you can find examples of offences punishable by rustication or expulsion. The College Rules set out examples of offences likely to be punishable by rustication or expulsion. These examples are not exhaustive, and the Master may decide that rustication 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 rustication, the Master may in their 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; or represents a serious or persistent breach of any policies relating to expectations concerning parental behaviour and conduct that may be in place from time to time; and/or causes a breakdown of trust and confidence; 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 (among the College community or the general public); and/or is not in accordance with the College's values or your obligations under this Contract; or

- (ii) your child's attendance or progress is unsatisfactory, and, in the reasonable opinion of the Master, the removal is in the College's best interests or those of your child and/or other children or members of the College's staff; or
- (iii) separate to the Master's discretion to rusticate or expel your child under paragraph (a) above, your child's conduct or behaviour (including conduct or behaviour outside College), is unsatisfactory or the required removal is in the College's best interests or those of your child and/or of other children; or
- (iv) the College is unable to meet your child's needs, including cases where the College cannot reasonably accommodate adjustments or reasonably provide the nature or level of support required by your child.

(d) What happens if your child is rusticated, expelled or removed from the College.

- (i) Should the Master exercise their right under Clauses 7(a), 7(b) or 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 rusticated, expelled, or required to be removed. In the case of expulsions or required removal (save for required removals pursuant to paragraphs 7(c)(ii), (iii) or (iv) above), the Acceptance Deposit will be forfeited and retained by the College but 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 this Contract. This Contract will terminate with immediate effect if your child is expelled or if you are required to remove your child from the College and the College will stop providing the educational services.

(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 final stage of the College's Complaints 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 their discretion exclude one or more of you from the College premises. Any such exclusion of a Parent does not prejudice the College's other rights under this Contract.

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

(a) The period of your child's schooling. Subject to terms of this Contract, the College will accept your child as a pupil of the College and register your child on the College's statutory register from the time of joining the College until the end of the Upper Sixth Form. 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 their 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. We will exercise reasonable skill and care in the provision of the educational services. 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 your child while off the College premises unless they are taking part in a school activity or otherwise under the direct supervision of a member of College staff.**

- (c) *We will give you notice of significant changes.* Our website and prospectus describe 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. Where practicable, we will give you notice of any planned substantial changes that we regard as affecting a significant part of the College's core offering prior to the end of the penultimate term before the change is to take effect. If we do not do this and you wish to withdraw your child from the College before the proposed change 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 3 or Clause 5.
- (d) *Consent to participation in trips and visits, in collision, contact and other sports and activities.* Unless you notify us to the contrary, you consent to your child participating in trips and visits, in collision, contact and other sports and activities which may entail some risk of physical injury.
- (e) *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.
- (f) *What happens if your child needs urgent medical attention.* If your child requires urgent medical attention while under the College's care, we will:
- (i) take action (for example, by contacting the emergency services);
  - (ii) try to contact you and, if we cannot, try to contact any other named emergency contact or "responsible adult";
  - (iii) if it has been possible to access that information, share relevant information that we hold about your child with any emergency services or treating medical professional (for example, by notifying them about any allergies which your child had); and
  - (iv) where necessary (for example, where it is not practicable to contact you or other named emergency contacts or any responsible adult or where there has been no timely response), deal with decisions about your child's medical treatment in accordance with the advice of the treating medical professional, such decisions being taken without regard to the information contained in your child's medical file if it is not practicable to access it.
- (g) *Monitoring your child's progress and needs 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. **We will advise you if we have any serious concern about your child's progress but we do not undertake to diagnose dyslexia, ADHD, or other conditions.** A formal assessment in relation to any potential special educational needs or medical conditions (physical or mental) may be required to help enable the College to understand the nature and extent of your child's needs and what support it may be appropriate for the College to consider. Such assessments can be arranged either by you or by the College, or be jointly appointed and, depending on the circumstances, at your expense. Given that a purpose of such assessments is to help enable the College to understand what support may be appropriate for the College to consider, the College will be able to nominate (in consultation with you) the expert or specialist who will carry out the assessment, put specific questions to them, input into the scope of their assessment and receive a copy of their assessment (with your consent) and seek clarifications in relation to it. We expect you to engage with the College in a cooperative and transparent manner and provide assistance in relation to matters concerning your child's progress and needs including in relation to obtaining such formal assessments.
- (h) *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 their teachers.

## 9. The Parents' Obligations

- (a) *We require your co-operation.* In order to fulfil our obligations under this Contract and to maintain a constructive relationship with you, we, the Master and the College's staff, need your co-operation.

- (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 acting reasonably and ensuring the tone, content, volume and/or nature of your communications with the College are reasonable and appropriate);
  - (ii) refraining from any discriminatory, bullying or harassing conduct or behaviour towards staff including where this has the purpose or effect of violating the dignity of a staff member or creates an intimidating, hostile, degrading, humiliating or offensive working environment for them (for example, conduct or behaviour which constitutes sexual harassment);
  - (iii) complying with any policies relating to expectations concerning parental behaviour and conduct that may be in place from time to time;
  - (iv) encouraging your child in their studies, giving appropriate support at home and ensuring your child attends College in accordance with our Attendance Policy;
  - (v) keeping the College up-to-date and informed about 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;
    - (cc) your child's safety;
    - (dd) your child's immigration status; or
    - (ee) information relating to your child's health or special educational needs or medical conditions);
  - (vi) 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 (which may include information relating to your child's health or special educational needs or medical conditions) (or changes to any of them) are not withheld and are shared in a timely and transparent manner;
  - (vii) engaging with the College in a transparent and cooperative manner and providing 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
  - (viii) 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) (including any infections or injuries), 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 or underlying or not and if your child is under the care of CAMHs/independent mental health practitioner at any time. You must also provide us, whether upon further request by the College or otherwise, any reports (whether in existence, being or to be commissioned) or other materials or information relevant to any of the same (including any EHCP or reports from any educational psychologist, occupational therapists or mental health practitioners or services) and cooperate with the College in relation to 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 or where your child may have restrictions imposed on them whilst attending College. If:
- (i) due to a health or safety or safeguarding risk either presented by your child to others or presented to your child by others or presented by your child to themselves, or by reason of a virus, pandemic, epidemic or other health or safety or safeguarding risk (including circumstances where the College reasonably

concludes that your child does or may pose a risk of harm to themselves or others); or

- (ii) where a potential disciplinary incident which could result in rustication, required removal or exclusion for one or more of the pupils involved is being investigated by the College or an external agency and this relates to the conduct of your child or affects their (or another child's) safety or well-being;

the Master may determine in their absolute discretion that (i) it is not in your child's best interests to remain at College or (ii) whilst remaining at College, restrictions will be placed on the lessons and/or activities they are allowed to attend and/or the areas of College that they are allowed to access. Such pupil will be permitted to return to College at such time and, if appropriate, subject to such conditions as the Master determines in their discretion. Any requirement for your child to remain at home or under conditions of restricted access during an investigation will be a neutral act. Where it is considered appropriate during any such period that your child is required to remain at home, we may continue to provide education to your child remotely on an interim basis and to the extent that this is reasonable and proportionate (including, for example, by sending you/your child work assignments electronically or by post). For the avoidance of doubt, the College is not a remote-education provider and long-term arrangements in respect of remote provision are unlikely to be considered reasonable or proportionate.

- (e) You must notify us of any special arrangements needed for your child. You must inform the College of any situations where special arrangements may be needed for your child, including for their education or welfare, and provide on reasonable request from the College such further information as may be reasonably required by the College to understand the basis for and scope of such arrangements.
- (f) 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 relation to your child's attendance at the College 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; and/or (iv) your exercise of parental responsibility in respect of your child. 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).
- (g) You must notify us of any changes to your financial position: You must notify the College immediately upon:
  - (i) any change to your financial circumstances which may prejudice your ability to pay the fees as they fall due;
  - (ii) being unable to pay your debts as they fall due;
  - (iii) entering into an individual voluntary arrangement;
  - (iv) being made the subject of a bankruptcy petition or order;
  - (v) becoming the target of any economic sanctions imposed by any government; or
  - (vi) being under investigation for any possible breach of any anti-corruption laws, any anti-money laundering laws or any economic sanction laws.
- (h) 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.
- (i) We require you to nominate a responsible adult and/or guardian for us to contact in your absence. Where we notify you that this is a requirement (for example, parents who live overseas) or where it is otherwise required (for example, in respect of those pupils whose visa is sponsored by the College as a Child Student or Student), you must complete and submit to the College a parental absence form for your child.

This form will nominate a responsible adult (or “educational guardian”) to whom you delegate authority to make decisions relating to your child if the College is not able to contact you and who can look after your child in your absence. If your child’s visa is sponsored by the College as a Child Student or Student this is a requirement of their visa. You must notify the College if the responsible adult or guardian changes or if their contact details change.

- (j) Your child’s living arrangements. If your child’s visa is sponsored by the College then you will need to comply with additional UKVI Home Office requirements which apply in respect of your child’s living arrangements during and outside of term time and while they are in the United Kingdom. **You must provide us with the evidence regarding your child’s living arrangements used in support of their visa application, and inform us immediately if there are any changes to those arrangements.** You must also provide us with such information as we may request from time to time to evidence your child’s living arrangements.
- (k) We are entitled to expect that parents have consulted with each other regarding decisions relating to their child. The College is entitled to assume that you have consulted with each other so far as significant decisions regarding your child are concerned. Accordingly, except under Clause 9(j) below or otherwise according to the circumstances, 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 note that any person who has parental responsibility for your child is entitled to receive certain core information from the College about your child’s progress and attainment.** The College will therefore disclose such information as a matter of routine to each such person unless the College is restricted from doing so by a court order (or similar direction) or by any other legal agreement or obligation (for example, under data protection law)

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

- (l) We are entitled to require that notices of withdrawal must be signed by both parents. **A notice of withdrawal of your child served under this Contract (i.e., under any of Clauses 3(a), 4(f), 5(a), 5(b) or 5(d)) must be in writing and signed by each of you as the holders of parental responsibility for your child (and the College is entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).**
- (m) 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.
- (n) 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.
- (o) 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.
- (p) Raising concerns with the College and making formal complaints. If you have cause for concern about your child’s safety, care, discipline or progress you must inform the College as soon as possible. Complaints should be made in accordance with the Complaints Procedure.

## **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 their 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.

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

*Although there will be circumstances when it is appropriate to seek parental consent, children's data protection and privacy rights are their own. 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 choices relating to their personal data themselves. Parents' views remain important but sometimes the law will require us to give more weight to the decision the child makes about their own privacy.*

*For most purposes, it will not in fact be necessary for us to obtain consent from you (or your child) for the use we make of personal data of your (or your child's) personal data. The law recognises this but also requires that, as far as possible, we set out clearly what these uses will be. Please also see our Privacy Notice.*

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

- (a) References 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 to any prospective employer. Any reference supplied by us (or received by us) will be confidential. We will take care to ensure that all information that is supplied by us relating to your child is accurate and any opinion given about them 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 audio-visual recordings, both whilst your child is at the College and after they have left, for the purposes of:
  - (i) managing relationships between the College and current pupils/parents and fulfilling our obligations to you, including educational and examination purposes, safeguarding, statutory reporting, health and safety, complaints, administration, and processing of fees; and;
  - (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) **Data Protection Laws.** The College will process personal data about you and your child in accordance with data protection law, including the UK General Data Protection Regulation and the Data Protection Act 2018 (each as 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 which is available on the College's website and as may be amended from time to time;
  - (ii) 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 this Contract, and where otherwise reasonably necessary for the College's purposes; and
  - (iv) to comply with our responsibilities as a licensed Child Student and/or Student Sponsor for immigration purposes. For example, providing information relating to your child's right to enter, reside and/or study in the United Kingdom to the Home Office (and to do so whether your child is a sponsored child or not). Such information may include information about your child's immigration status, attendance records and any changes in your or your child's circumstances (including where your child is excluded, required to be removed or this Contract is terminated. Occasionally, information regarding your immigration status in the UK may also be required.

## **12. Intellectual Property Rights**

- (a) **Your child's rights.** The College will recognise any intellectual property rights 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 this Contract to someone else.** We may transfer our rights and obligations under this Contract to another person or organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under this Contract.

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

## **14. Ending this Contract**

- (a) **Our rights to end this Contract.** In addition to where this Contract is terminated automatically as a result of an expulsion or required removal, the College may end this Contract with immediate effect at any time by notice in writing to you, without any obligation to return any deposit or fees to you, if:
- (i) you do not make a payment to us when it is due, and you still do not make payment within twenty-eight days of us reminding you that such a payment is due;
  - (ii) 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 (such as misrepresenting at any point in time that your child is legally entitled to study in the United Kingdom when in fact your child is not or any information about

any health or medical condition (in either case, physical or mental) (including any infections or injuries), 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 or underlying or not;

- (iii) you fail or refuse to provide us at any time with any information we require under Clause 4(t) or we are not satisfied with the information provided (if any). Instead of ending this Contract we may otherwise refuse to allow your child to attend the College until the relevant satisfactory information has been provided;
- (iv) any of the conditions set out in our Offer Letter are not satisfied;
- (v) your child no longer holds an immigration status which confers a right to study in the UK;
- (vi) you (or either of you):
  - A. are unable, following our request, to demonstrate that you will be able to pay the fees and supplemental charges due under this Contract;
  - B. repeatedly or persistently fail to pay the fees when they fall due for payment;
  - C. are otherwise unable to pay your debts as they fall due;
  - D. are the subject of a bankruptcy petition or order;
  - E. enter into an individual voluntary arrangement;
  - F. are a target of sanctions that have been imposed by any government; or
  - G. are under investigations for any possible breach of any anti-corruption laws, any anti-money laundering laws or any economic sanctions laws; or
- (vii) you otherwise do not comply with (i.e. you breach) your obligations under this Contract (including under Clause 9) such that we have a legal right to end this Contract because of something you have done wrong; or
- (viii) in the Master's reasonable discretion the College is not able to provide or is compromised in providing the educational services it needs to in satisfaction of its obligations under this Contract (including if a decision is taken to close the College (in whole or in part)).

Without prejudice to any other rights the College may have under this Contract, if the College terminates this 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 this Contract.* In addition to where you choose to withdraw your child, you may end this Contract at any time by notice in writing to the College if:
  - (i) you have a legal right to end this 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, this Contract shall terminate at the end of the Upper Sixth Form, or, if your child does not meet any requirements imposed by the College under Clause 8(a) for entry to the Sixth Form, at the end of the Fifth Form.
- (d) *Ending this Contract will not affect any accrued rights.* Once this Contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen. After this Contract ends, you and the College will keep any rights each has under, or as a matter of, general law.

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

- (a) *What we mean by an "event outside of our/your control".* In this clause 15, "**event**" means any event beyond either your or our reasonable control including acts of God, war, riot, civil commotion, strikes, industrial disputes, compliance with any law or governmental order, rule, regulation, guidance 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.

- (b) *What happens if we are affected by an event outside of our control.* If an event arises which prevents or delays the College's performance of any of its obligations under this Contract, the College will give you notice in writing. Provided that the College has acted reasonably and prudently to prevent and/or minimise the effect of the event (including by providing educational services remotely, if appropriate), the College will not be responsible for performing those of our obligations which are prevented or delayed by the event.
- (c) *Events lasting more than 6 months.* If the College is wholly and completely prevented from performing all of our obligations as a result of an event (and we are unable to provide educational services remotely) for a continuous period of more than six (6) months, the College will notify you of the steps it plans to take to ensure performance of this Contract after such period and you shall then, following receipt of such notice, be entitled to end this 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 wholly and completely unable to participate in the provision of any education at the College or remotely 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 must do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under this 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 (whether at the College or remotely) then you will 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 wholly and completely attending the College or being able to participate and benefit from any level of provision of education by the College (whether at the College or remotely) for a continuous period of more than six (6) months you or the College will be entitled to terminate this Contract on written notice and without you being required to give a term's notice or to pay a term's fees in lieu of notice.

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

- (a) *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.**
- (b) *How to provide notice to the College.* Notices that you are required to give under this 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 or by post to the College and marked for the attention of the Master.

In light of the importance under this 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(e), 5(a), 5(b) or 5(d) (which are the provisions dealing with withdrawing your child from the College or otherwise changing their place) of these terms and conditions you telephone the College to confirm receipt if you have not received an acknowledgement from us.**

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

- (a) *The law that applies to this Contract.* This Contract between you and the College is governed by English

Law and either you or the College must bring legal proceedings in respect of this Contract in the English courts.

- (b) *Rights in relation to the enforcement of this Contract.* If we choose not to enforce any part of this 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 this Contract. If we cannot enforce any part of this Contract, this will not affect our right to enforce the rest of this Contract.

**18. General**

- (a) *Reserving the right to change this Contract.* We reserve the right to change or add to this 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. For example, if the updated Contract is to take effect at the start of the autumn term, we will notify you before the end of the preceding spring term.
- (b) *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.
- (c) *Time is of the essence:* Time is of the essence for all times, dates and periods specified in this Contract or substituted for them.