



WELLINGTON
COLLEGE

INTERNATIONAL SCHOOL
BANGKOK

TERMS AND CONDITIONS

2023-24



I/We accept these Terms and Conditions for Student Enrolment

These Terms and Conditions for Student Enrolment ('Terms and Conditions'), together with the Letter of Offer, Acceptance of a Place, Conditions of an Award (if applicable) and Fees Schedule (as listed on the College website) collectively form the basis of a legally binding contract between the Parents and the Wellington College International School Bangkok (the 'College') for the provision of educational services.

These Terms and Conditions are intended to promote the education and welfare of students and the stability, forward-planning, proper resourcing, and development of Wellington College.

Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions.

All those with parental or legal responsibility for the child named in the Letter of Offer should read, sign, and return this copy to the College Admissions Office, together with the signed Acceptance of a Place form for new joiners.

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Student/ Child's Full Name	
<hr/>	
Signature	Signature
<hr/>	
Print Name	Print Name
<hr/>	
Relationship to the Child	Relationship to the Child
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Date	Date
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Wellington College International School Bangkok is a co-educational day school for 2-18 years located in eastern Bangkok. The College is currently accepting applications for Pre-Nursery through to year 11 (growing to year 13 over the next few years).

The College aims to deliver a world class academic and all-round education in English, underpinned by the Wellington College, Berkshire (UK) identity and values.

*Wellington College International School Bangkok, 18 Krungthep Kreetha Road,
Saphan Sung District, Bangkok 10250 Thailand*

Terms and Conditions for Student Enrolment

I. Introduction

- 1.1. **Terms and conditions:** These Terms and Conditions for Student Enrolment ('Terms and Conditions'), together with the Letter of Offer, Acceptance of a Place, Conditions of an Award (if applicable), and Fees Schedule (as listed on the College website) collectively form the basis of a legally binding contract between the Parents and the College for the provision of educational services. These Terms and Conditions are intended to promote the education and welfare of students and the stability, forward-planning, proper resourcing, and development of the College.
- 1.2. **Variations:** these Terms and Conditions, the Conditions of an Award (if applicable) and the Fees Schedule are subject to change from time to time to reflect changes in the law or in custom and practice at the College.
- 1.3. **Prospectus and website:** The College's prospectus and website are not contractual documents. Please see clause 11.5 below for further information.
- 1.4. **Fees and notice:** The rules concerning fees and notice are of particular importance and are set out at Section 4 and Section 9 below.
- 1.5. **Managing change:** Wellington College, as any other school, is likely to undergo a number of changes during the time your child is a student here. Please see Section 11 below for further details of the changes that may be made and the consultation and notice procedures that will apply.
- 1.6. **Documents referred to:** Before accepting the offer of a place, parents have an opportunity to see any of the documents referred to in these Terms and Conditions. The College website features a number of policies (listed in Schedule 3) and procedures which can be viewed by parents. Printed copies are available from the College on written request.

2. Terminology

- 2.1. **The College or We or Us:** means Wellington College International School Bangkok, as now or in the future constituted (and any successor).
- 2.2. **Governors or Governing Body:** means the Governors of the College who are appointed from time to time under the terms of its governing instrument and who are responsible for governance of the College.
- 2.3. **The Master:** means the Master of the College as appointed by the Governors. The Master is responsible for the day-to-day running of the College.
- 2.4. **The Bursar:** means the Director of Finance and Operations of the College.
- 2.5. **The Parents or You:** means any person who has signed the Acceptance of a Place that accompanies the Letter of Offer and/or who has accepted responsibility for a child's attendance at the College. Parents are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions. Fees payable by a third party (for example, an employer, grandparent or step-parent without Parental Responsibility) will be subject to a separate agreement between the College, the Parents, and the third party. Please also see clause 4.3 and clause 11.6 below.
- 2.6. **Parental Responsibility:** Those who have Parental Responsibility (*i.e.*, legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.

2.7. **The Student:** means the child named in the Letter of Offer. The age of the Student will be calculated in accordance with British custom, *i.e.*, as of 1st September.

3. Admission and entry to the College

3.1. **Application:** Applicants will be considered as candidates for admission and entry to the College when the Application Form has been completed and returned to us, the non-refundable Application Fee paid, and the Student has been assessed and recommended for entry to the College. Admission will be subject to the availability of a place and the Student and the Parents satisfying the admission requirements at the relevant time. The College's Admissions Policy can be viewed on the College website and available on written request.

3.2. **Equality:** The College is a day school for boys and girls aged from 2-18 years (although entry into year groups 12 and above are restricted until the Senior School buildings become available). The College welcomes staff and children from many different ethnic groups, backgrounds, and creeds. Human rights and freedoms are respected. The College's physical facilities for the disabled are excellent, and we will continue to do all that is reasonable to ensure that the College's culture, policies, and procedures are made accessible to children who have disabilities, and to comply with our legal and moral responsibilities in order to accommodate the needs of applicants and students who have disabilities for which, after reasonable adjustments, we can cater adequately.

3.3. **Offer of a place and Registration:** A non-refundable Registration Fee, one per family, as shown on the Fees Schedule for the relevant year will be payable on acceptance of a place.

3.4. **Security Deposit:** A Security Deposit as shown on the Fees Schedule for the relevant year will be payable once parents accept the offer of a place. The Security Deposit will be retained in the general funds of the College until the Student leaves and will be repaid by means of a credit without interest to the final payment of Fees or other sums due to the College on leaving, unless stated otherwise in these Terms and Conditions or unless the Parents wish to donate the Security Deposit to the College.

3.5. **Entry:** Entry occurs on the date when the Student attends the College for the first time under these Terms and Conditions.

4. Fees

4.1. **Fees:** Fees may include alone or in combination any of the Application Fee, Registration Fee, the Security Deposit, tuition fees, fees for extra tuition or Wellington Extra activities, trips, supplementary charges, other extras such as meals, bus transport, clothing and equipment, photographs or other items ordered by the Parents or the Student or charges arising in respect of educational visits, or damage where the Student alone or with others has caused wilful loss or damage to College property or the property of any other person (fair wear and tear excluded) or late payment charges if incurred.

4.2. **Payment of fees:** The Parents undertake to pay the Fees applicable to each Term directly to the College; unless there are exceptional cases where a separate agreement has been made between the Parents and the College for the deferment of the payment of Fees. Fees for each Term are due and payable as cleared funds before the commencement of the school term to which they relate. If an item on the bill is under query, the balance of the bill must be paid. The Student may not attend the College if the Fees for the current Term have not been paid, or a separate agreement has not been made between the College and the Parents.

4.3. **Payment of fees by a third party:** An agreement with a third party (such as an employer, agent, grandparent or step-parent without parental responsibility) to pay the Fees or any other sum due to the College does not release the Parents from liability if the third party defaults unless an express

release has been given in writing, signed by the Bursar. The College reserves the right to refuse a payment from a third party.

4.4. Refund or waiver: Fees will not be refunded or waived if:

4.4.1. the Student is absent through illness; or

4.4.2. a Term is shortened or a vacation extended; or

4.4.3. the Student is released home before or after public examinations or otherwise before the normal end of a Term; or

4.4.4. the College is temporarily closed due to adverse weather conditions, hazardous air quality, or in response to government guidelines, subject to the exception in clause 4.5; or

4.4.5. for any reason other than exceptionally and at the sole discretion of the Governing Body in a case of genuine hardship; or

4.4.6. if there is a legal liability under a court order or under the provisions of this agreement to make a refund.

See also Section 10 for information about events beyond the control of the parties.

4.5. Temporary closure for Remote Learning: If the College is directed by the Government to close the campus and to provide Remote Learning owing to the COVID-19 pandemic for a period in excess of 15 days in any Term, the School will provide a 10% Discount on Net Tuition Fees calculated pro rata for the additional days in excess of 15. Students in the following year groups **only** will be permitted to Drop the session of Remote Learning on formal written request and subject to the approval of the Master: Pre-Nursery, Nursery, and Reception. If a parent elects to Drop for Remote Learning, there will be a 50% discount on Tuition Fees for this period. Other fees such as meals, buses, and Wellington Extra activities will be refunded in full to all parents for the closure period.

4.6. Exclusion for non-payment: The College reserves the right to exclude the Student on three days' written notice if Fees are overdue for payment. If the Student is excluded for a period of 28 days, he/she will be deemed withdrawn without Notice and a Term's Fees in lieu of notice will be payable in accordance with Section 9. Exclusion in these circumstances is not a disciplinary matter and the right to a Governors' Review will not normally arise. The College may withhold any information, character references or property while Fees remain overdue but will not do so in a way that would cause direct, identifiable and unfair prejudice to the legitimate rights and interests of the Student.

4.7. Late payment: Save where alternative provisions for the payment of interest are contained in a separate consumer credit agreement made between the Parents and the College, simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at 1.5% per month accruing on a daily basis which represents a genuine pre-estimate of the cost to the College of a default. The Parents shall also be liable to pay all costs, fees and charges including legal fees and costs reasonably incurred by the College in the recovery of any unpaid Fees.

4.8. Part payment: Any sum tendered that is less than the sum due and owing may be accepted by the College on account only. Late payment charges will be applied to any unpaid balance of Fees.

4.9. Appropriation: The Parents 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.

4.10. Instalment arrangements: An agreement by the College to accept payment of current and/or past and/or future Fees by instalments is concessionary and will be subject to separate agreement[s] between the Parents and the College. Where there are inconsistencies between these Terms and

Conditions and those of any instalment agreement or invoice issued by the College to the Parents (as applicable), the terms and conditions of the instalment agreement or the invoice shall prevail.

- 4.11. **Fees in Advance:** An arrangement under which a lump sum advance payment of Fees is made by or on behalf of the Parents will be the subject of a separate agreement.
- 4.12. **Scholarships, Awards, Discounts, and Bursaries:** Every scholarship, award, discount, or bursary is a discretionary privilege, subject to high standards of attendance, diligence, and behaviour on the Student's part and to the Parents treating the College and its staff reasonably. These are subject to periodic review. The terms on which such awards are offered and accepted will be notified to Parents at the time of offer, namely the Conditions of an Award.
- 4.13. **Fees increases:** Tuition Fees, and other costs such as food and buses, are reviewed annually and are subject to inflationary increases as determined by the Governing Body. Changes will usually take place in the Michaelmas Term (Term 1). Parents will usually be notified of any fee increases at the end of the Lent Term (Term 2). If the Parents receive less than a Term's notice of a Fee increase of more than 8% they may give to the College written notice of withdrawal of the Student within 21 days and will not be liable to pay Fees in Lieu of Notice. The Security Deposit will be refunded without interest less any sums owing to the College.
- 4.14. **Information about fees:** The Parents consent to the College making enquiries of the Student's previous schools for confirmation that all sums due and owing to such schools have been paid. The Parents also consent to the College informing any other school or educational establishment to which the Student is to be transferred if any Fees of the College are unpaid.
- 4.15. **Money laundering:** The College may need to obtain satisfactory evidence such as sight of a passport of the identity of a person who is paying Fees.

5. Educational matters

- 5.1. **Provision of education:** The College will do all that is reasonable to provide an educational environment and teaching of a range, standard and quality which is suitable for each Student and to provide education to at least the standard required by law in the particular circumstances. The School will exercise reasonable care and skill in providing educational services for the Student but cannot guarantee that the Student will achieve his / her desired examination results or that results will be sufficient to gain entry to other educational establishments.
- 5.2. **Organisation of the curriculum:** We reserve the right to organise the curriculum and its delivery in a way which, in the professional judgement of the Master, is most appropriate to the College community as a whole. Our policy on streaming, setting and class sizes may change from year to year and from time to time and will depend mainly on the mixture of abilities and aptitudes among the students. If the Parents have specific requirements or concerns about any aspect of the Student's education or progress they should contact the Student's Teacher, or other appropriate member of staff, as soon as possible, or contact the Master in the case of a serious concern.
- 5.3. **Progress reports:** The College shall monitor the Student's progress and shall report regularly to the Parents by means of grades, full written reports and parents' meetings.
- 5.4. **Sex and relationship education:** The Student will receive health and life skills education appropriate to his/her age in accordance with the curriculum from time to time unless the Parents have given formal notice in writing that they do not wish the Student to take part in this aspect of the curriculum.
- 5.5. **Public examinations:** The Master may, after consultation with the Parents and the Student, decline to enter the Student's name for a public examination if, in the exercise of his/her professional judgement, the Master considers that by doing so the Student's prospects in other examinations would be impaired and/or if the Student has not prepared for the examination with sufficient

diligence, for example, because the Student has not worked or revised in accordance with advice or instruction from his/her teachers.

- 5.6. **Reports and references:** Information supplied to the Parents and others concerning the progress and character of the Student, and about examination, further education and career prospects, and any references shall be given conscientiously and with all due care and skill but otherwise without liability on the part of the College.
- 5.7. **Learning difficulties:** The College shall do all that is reasonable to detect and deal appropriately with a learning difficulty which is considered to be a “special educational need”. The College staff are not, however, qualified to make a medical diagnosis of conditions such as those commonly referred to as dyslexia, or of other learning difficulties. The School may request an Educational Psychologist report prior to admission and/or at other stages during the Student’s development.
- 5.8. **Screening for learning difficulties:** The screening tests available to Colleges are indicative only: they are not infallible. The Parents will be notified if a screening test indicates that the Student may have a learning difficulty. A formal assessment can be arranged by the College at the Parents’ expense or by the Parents themselves.
- 5.9. **Information about learning difficulties:** The Parents shall notify the Master when completing the College’s Application and/or Medical Forms and subsequently in writing if they are aware or suspect that the Student (or anyone in his or her immediate family) has a learning difficulty and the Parents must provide the College with copies of all written reports and other relevant information. The Parents will be asked to withdraw the Student, without being charged Fees in lieu of notice if, in the professional judgement of the Master and after consultation with the Parents and with the Student (where appropriate), the College is unable to provide adequately for the Student’s special educational needs. The College reserves the right to charge for the provision of additional teaching.
- 5.10. **Moving up the College:** It is assumed that if the Student satisfies the relevant criteria at the time he/she will progress through the College and will ultimately complete Year 13. The Parents will be consulted before the end of the Lent Term (Term 2) if there appears to be any reason why the Student may be refused a place at the next stage of the College. The Parents must give three months’ notice in writing in accordance with the Provisions about notice in Section 9 below if they do not intend the Student to proceed to the next stage of the College, or a term’s Fees in lieu of notice will be payable.
- 5.11. **College’s intellectual property:** The College reserves all rights and interest in any copyright, design right, registered design, patent or trademark (intellectual property) arising as a result of the actions or work of the Student in conjunction with any member of staff and/or other students at the College for a purpose associated with the College. The College will acknowledge and allow to be acknowledged the Student’s role in the creation/development of intellectual property.
- 5.12. **The Student’s original work:** Copyright of the Student’s original work, such as classroom work, prep or homework, projects, internal examination scripts, practical work and computer-generated material, belongs to the Student. Most of such work (but not examination scripts) will be returned to the Student when it is no longer required for purposes of assessment or display. The Parents consent for themselves and (so far as they are entitled to do so) on behalf of the Student, to the College retaining such work on College premises until, in our professional judgement, it is appropriate to release the work to the Student. Certain coursework may have to be retained for longer than other work in order to reduce the risk of cheating. We will take reasonable care to preserve the Student’s work undamaged but cannot accept liability for loss or damage caused to this or any other property of the Student by factors outside the direct control of the Master or staff.
- 5.13. **Educational visits:** A variety of educational trips will be provided for the Student each academic year. The cost of annual residential educational trips will be charged as an extra. The cost of day trips will be included in the tuition fees and funded by the School. Parents will be advised of all trips

to be undertaken by their children and formal consent will be sought for any Junior School trip which takes the Student more than 2km from the College campus. Educational trips abroad or those in Thailand involving an overnight stay will be the subject of a separate agreement with the Parents and the cost of the trip will be payable in advance. The Student is subject to school discipline and the College's Behaviour Policy in all respects whilst engaged in a College trip. Additional costs of special measures (such as medical costs, taxis, air fares, or professional advice) necessary to protect the Student's safety and welfare, or to respond to breaches of discipline, will be charged to the Parents.

6. Pastoral Care

- 6.1. **The College's commitment:** We will do all that is reasonable to safeguard and promote the Student's welfare and to provide pastoral care to at least the standard required by law in the particular circumstances. We will respect the Student's human rights and freedoms which must, however, be balanced with the lawful needs and rules of the College community and the rights and freedoms of others.
- 6.2. **Complaints:** Any question, concern or complaint about the pastoral care or safety of a student or any educational issue or other matter connected to the College must be notified to the College as soon as practicable. A copy of the Parents Complaints Policy is available on the College website or can be supplied on written request. See also clause 8.18 below.
- 6.3. **The Student's rights:** The Student, if of sufficient maturity and understanding, has certain legal rights which the College must observe. These include the right to give or withhold consent in a variety of circumstances and certain rights to confidentiality and, usually, the right to have contact with both natural or adoptive parents. If a conflict of interest arises between the Parents and the Student, the rights of, and duties owed to, the Student will in most cases take precedence over the rights of, and duties owed to, the Parents.
- 6.4. **The Master's authority:** The Parents authorise the Master to take and/or authorise in good faith all decisions which the Master considers on proper grounds will safeguard and promote the Student's welfare. Please see Section 7 below.
- 6.5. **Ethos:** The ethos of the College is to foster good relationships between students and between members of staff and students. Bullying, harassment, victimisation and discrimination are not tolerated. The College and its staff will act fairly in relation to the Student and the Parents; and we expect the same of the Student and the Parents in relation to the College or its staff.
- 6.6. **Physical contact:** The Parents give their consent to such physical contact as may accord with good practice and be appropriate and proper for teaching and instruction and for providing comfort to the Student in distress or to maintain safety and good order, or in connection with the Student's health and welfare. The Parents also consent to the Student participating in contact and non-contact sports and other activities as part of the normal College programme or enrichment programme. The Parents acknowledge that while the College will provide appropriate supervision the risk of injury cannot be eliminated.
- 6.7. **Disclosures:** The Parents must, as soon as possible, disclose to the College in confidence:
 - 6.7.1. any known medical condition, health problem or allergy affecting the Student;
 - 6.7.2. any history of a learning difficulty on the part of the Student or any member of his/her immediate family;
 - 6.7.3. any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Student;
 - 6.7.4. any family circumstances or court order which might affect the Student's welfare or happiness;
 - 6.7.5. any concerns about the Student's safety;

- 6.7.6. any change in the financial circumstances of the Parents in receipt of a bursary from the College.
- 6.8. **Confidentiality:** The Parents authorise the Master to override their own and (so far as they are entitled to do so) the Student's rights to confidentiality, and to impart confidential information on a "need to know" basis where necessary to safeguard or promote the Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the College. In some cases, members of staff may need to be informed of any particular vulnerability the Student may have. The College reserves the right to monitor the Student's email communications and internet use.
- 6.9. **Special precautions:** The Master needs to be aware of any matters that are relevant to the Student's safety and security. The Master must therefore be notified in writing immediately of any court orders or situations of risk in relation to the Student for whom any special safety precautions may be needed. Parents may be excluded from College premises if the Master, acting in a proper manner, considers such exclusion to be in the best interests of the Student or any other member of the College community.
- 6.10. **Leaving College premises:** The College will do all that is reasonable to ensure that the Student remains in the care of the College during school hours, but we cannot accept responsibility for the Student if he/she leaves College premises in breach of school Rules or Regulations.
- 6.11. **Communication with Parents:** Communication from one of the Parents or any person with Parental Responsibility shall be deemed by the College to be received from both Parents. This does not apply to the cancellation of a place or the withdrawal of the Student from the College. Any notice of cancellation or notice of withdrawal of the Student shall be made by both Parents. Please also refer to section 9.
- 6.12. **Absence of parents:** When both Parents will be absent from the Student's home overnight or for a 24-hour period or longer, the Master must be told in writing the name, address and telephone number for 24-hour contact with the adult who will have the care of the Student.
- 6.13. **Photographs or images of children including video recordings**
- 6.13.1. By signing the Acceptance of a Place form and agreeing to these Terms and Conditions the Parents' consent, as far as it is required under Data Protection law, to the College obtaining and using photographs or images (including video recordings) of the Student for:
- use in the College's promotional material such as the prospectus, the website or social media;
 - press and media purposes;
 - educational purposes as part of the curriculum or extra-curricular activities.
 - as required by the Office of the Private Education Commission (OPEC)
- 6.13.2. The College may seek specific consent from the Parents before using a photograph or video recording where the College considers that the use is more privacy intrusive.
- 6.13.3. Where the Student is of sufficient maturity (usually when aged 12 years or older) the College may seek the Student's specific prior consent in addition to or instead of the Parents' consent.
- 6.13.4. We would not disclose the home address of the Student without the Parents' consent.
- 6.13.5. If the Parents do not want the Student's photograph or image to appear in any of the College's promotional material, they must make sure the Student knows this and must write immediately to the Master requesting an acknowledgement of their letter.

6.13.6. Please see the College's Data Protection Policy and Privacy Notice regarding how we use your or the Student's information and the Taking, Storing, and Using Images of Children Policy. These are published on the College website or available on written request.

6.14. **Transport:** The Parents consent to the Student travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

6.15. **The Student's personal property:** The Student is responsible for the security and safe use of all his/her personal property including money, mobile phones, locker keys, watches, computers, musical instruments and sports equipment, and for property lent to him/her by the College.

6.16. **Insurance:** The Parents are responsible for insurance of the Student's personal property whilst at the College or on the way to and from the College or any school-sponsored activity away from College premises.

6.17. **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 Student or the Parents or for loss or damage to property.

7. Health and medical matters

7.1. **Medical declaration:** Before the Student enters the College, the Parents will be asked to complete a Medical Form concerning the Student's health and must inform the Master in writing at any time if the Student develops any known medical condition, health problem or allergy including being in contact with anyone with an infectious or contagious disease or will be unable to take part in games or sporting activities.

7.2. **Medical care:** The Parents must comply with the College Medical Officer's recommendations which may include a reasonable decision to release the Student home when he/she is unwell.

7.3. **Medical examination:** The Student will have a routine medical examination at Samitvej or a comparable hospital before entry to the College. Results of this examination must be passed to the Registrar.

7.4. **The Student's health:** The Master may at any time require a medical opinion or certificate as to the Student's general health where the Master considers it necessary as a matter of professional judgement in the interests of the Student and/or the College community. The Student, if of sufficient age and maturity, is entitled to insist on confidentiality which can be overridden in the Student's own interests or where necessary for the protection of other members of the College community.

7.5. **Medical information:** Throughout the Student's time as a member of the College, the College Medical Officer shall have the right to disclose confidential information about the Student if it is considered to be in the Student's own interests, legally required by the Office of the Private Education Commission (OPEC) or necessary for the protection of other members of the College community. Such information will be given and received on a confidential, "need to know" basis.

7.6. **Emergency medical treatment:** The Parents authorise the Master to consent on their behalf to the Student receiving emergency medical treatment including blood transfusions, general anaesthetic and operations as necessary for the Student's welfare and if the Parents cannot be contacted in time.

8. Behaviour and discipline

8.1. **College regime:** The Parents accept that the College will be run in accordance with the authorities delegated by the Governing Body to the Master. The Master is entitled to exercise a wide discretion in relation to the College's policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when the status of the Student is at issue.

- 8.2. **Conduct and Attendance:** We attach importance to courtesy, integrity, good manners, good discipline and respect for the needs of others. The Parents warrant that the Student will take a full part in the activities of the College, will attend each College day, will be punctual, will work hard, will be well-behaved and will comply with the College rules about the wearing of uniform and general appearance.
- 8.3. **College rules:** The College rules which apply are set out in the Behaviour Policy which is published on the College website and in other documents published from time to time. The Parents are requested to read these documents carefully with the Student before they accept the offer of a place.
- 8.4. **College discipline:** The Parents accept the authority of the Master and of other members of staff on the Master's behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Student and the College community as a whole. The College's Behaviour Policy which is current at the time and published on the College website applies to all students when they are on College premises, or in the care of the College, or wearing College uniform, or otherwise representing or associated with the College.
- 8.5. **Investigative action:** A complaint or rumour of misconduct will be investigated. The Student may be questioned, and his/her belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's human rights and freedoms and to ensure that the Parents are informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action, and also to make arrangements for the Student to be accompanied and assisted by the Parents, or a teacher of the Student's choice.
- 8.6. **Procedural fairness:** Investigation of a complaint, which could lead to expulsion, removal or withdrawal of the Student in any of the circumstances explained below, shall be carried out in a fair and unbiased manner. All reasonable efforts will be made to notify the Parents so that they can attend a meeting with the Master before a decision is taken in such a case. In the absence of the Parent, the Student will be assisted by an adult (usually a teacher) of his/her choice.
- 8.7. **Divulging information:** Except as required by law, the College and its staff shall not be required to divulge to the Parents or others any confidential information or the identities of students or others who have given information which has led to the complaint or which the Master has acquired during an investigation.
- 8.8. **Drugs and alcohol:** The Student may be required to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of College rules or policy. A sample or test in these circumstances will not form part of the Student's permanent medical record.
- 8.9. **Sanctions:** The College's current policies on sanctions are available to the Parents on request before they accept the offer of a place. Those policies may undergo reasonable change from time to time but will not authorise any form of unlawful activity. Sanctions may include a requirement to undertake menial but not degrading tasks on behalf of the College or external community, detention for a reasonable period, withdrawal of privileges, suspension, or alternatively being removed or expelled.
- 8.10. **Definitions of sanctions:** In this Section of these Terms and Conditions:
- 8.10.1. **Expulsion:** means that the Student is required to leave the College permanently in circumstances described in clause 8.11.
- 8.10.2. **Removal:** means that the permanent removal of the Student from the College is required in circumstances described in clause 8.13.

- 8.10.3. **Internal Suspension:** means that the Student is required to remain in College but not permitted to attend lessons or other regular activities for a certain period of time, usually one day.
- 8.10.4. **Suspension:** means that the Student is sent or released home for a limited period either as a disciplinary sanction or pending the outcome of an investigation or pending a Governors' Review.
- 8.10.5. **Withdrawal:** has the meaning set in clause 9.8
- 8.11. **Expulsion:** The Student may be formally expelled from the College if it is proved on the balance of probabilities that the Student has committed a very grave breach of discipline or a serious criminal offence. Expulsion is reserved for the most serious breaches. The Master shall act with procedural fairness in all such cases. The Master's decision to expel shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Student shall be suspended from the College pending the outcome of the Review. See clause 8.16 and clause 8.17.
- 8.12. **Fees after expulsion:** If the Student is expelled, there will be no refund of the Security Deposit or of Fees for the current or past terms. There will be no charge to Fees in lieu of notice but, save for any contrary provisions in any other agreement made between the Parents and the College, all arrears of Fees and any other sums due to the College will be payable.
- 8.13. **Removal in other circumstances:** The Parents may be required to remove the Student permanently from the College if, after consultation with the Parents and if appropriate the Student, the Master is of the opinion that:
- 8.13.1. by reason of the Student's conduct, behaviour or progress, the Student is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the College; or
- 8.13.2. if the Parents have treated the College or members of its staff unreasonably; then in these circumstances, and at the sole discretion of the Master, Withdrawal of the Student by the Parents may be permitted as an alternative to Removal being required. The Master shall act with procedural fairness in all such cases and shall have regard to the interests of the Student and the Parents as well as those of the College. The Master's decision to require the Removal of the Student shall be subject to a Governors' Review if requested by the Parents. The Parents will be given a copy of the Review procedure current at the time. The Student shall be suspended from the College pending the outcome of the Review. See clause 8.16 and clause 8.17.
- 8.14. **Fees following removal:** If the Student is removed or withdrawn in the circumstances described in clause 8.13 above, the provisions relating to Fees shall be as set out in clause 8.12 save that the Security Deposit will be refunded without interest less any sums owing to the College.
- 8.15. **Leaving status:** The College reserves the right to record the leaving status of the Student on the Student's file immediately after expulsion or removal or withdrawal.
- 8.16. **Governors' review:** The Parents may request a review by Governors (Governors' Review) of a decision to expel or require the removal of the Student from the College (but not a decision to suspend the Student unless the suspension is for 11 College days or more or would prevent the Student taking a public examination). The request shall be made as soon as possible and in any event within seven days of the Master's decision being notified to the Parents. The Parents will be entitled to know the names of the Governors who make up the Review panel and may ask for the appointment of an independent panel member nominated by the College and approved by the Parents, such approval not to be unreasonably withheld.

8.17. Review procedure: The Master will advise the Parents of the procedure (current at that time) under which a Governors' Review shall be conducted by a panel of three Governors (including an independent member if requested). If the Parents request a Governors' Review, the Student will be suspended from College until the Review procedure has been completed. While suspended, the Student shall remain away from the College and will have no right to enter College premises during that time without written permission from the Master. A Governors' Review will be conducted under fair procedures in accordance with the requirements of natural justice.

8.18. Complaints procedures: A complaint about any matter of College policy or administration not involving an Expulsion or Removal of the Student must be made in accordance with the College's published complaints procedure, a copy of which is available on the College website or on written request. Every reasonable complaint shall receive fair and proper consideration and a timely response.

9. Provisions about notice

9.1. Notice: Notice (or 'Notice of Withdrawal' or 'Written Notice') means a written request by all who have signed the Letter of Offer to withdraw the Student from the College. Notice must be given at least **three months prior** to the date of withdrawal and addressed to and received by the Master personally, or the Bursar on the Master's behalf. Parents should contact the School if no acknowledgement of the Notice is received from the School within seven days of the date of the Notice. It is expected that Parents will consult with the Master before giving Notice to Withdraw the Student.

9.2. Written notice: Three months written Notice must also be given if:

9.2.1. Parents wish to cancel a place after acceptance; or

9.2.2. if Parents wish to withdraw the Student who has entered the College; or

9.2.3. if, following Year 11, the Student will not return for the following year even if he/she has achieved the required grades; or

9.2.4. the Student wishes to discontinue extra tuition.

9.3. Provisional notice: is valid only for the Term in which it is given. Provisional notice must be given in writing and received by the Master personally or the Bursar on the Master's behalf.

9.4. Fees in lieu of notice: in circumstances where the Parents have not given three months written Notice, Fees in lieu of notice means Fees in full at the rate applicable for the next term following withdrawal and not limited to the parental contribution in the case of a scholarship, exhibition, bursary or other award or concession. One Term's Fees in lieu of notice represents a genuine pre-estimate of the College's loss in these circumstances, and sometimes the actual loss to the College will be much greater. This rule is necessary to promote stability and the College's ability to plan its staffing and other resources.

9.5. Cancellation: means the cancellation of a place at the College which has been accepted by the Parents and which occurs before the student enters the College or where the Student does not enter the College. Please see clauses 3.1 and 3.5 for details of when entry to the College occurs.

9.6. Cancelling acceptance: Parents may cancel their acceptance in writing at any time up to 14 days from the date of the Letter of Offer, and the Registration Fee will be refunded. However, the cancellation of a place after acceptance can cause long-term loss to the College if it occurs after other families have taken their decisions about schooling for their children. Where acceptance is cancelled more than 14 days after the date of the Letter of Offer, the College agrees to limit the Parent's liability to:

- 9.6.1. a full Term's Fees at the rate payable for the term of entry, less the Security Deposit, payable as a debt if less than three month's Written Notice of cancellation has been given; or
- 9.6.2. the Security Deposit if more than a three month's Written Notice has been given. Cases of serious illness or genuine hardship may receive special consideration on written request;
- 9.6.3. There is no liability and a full refund of deposits will be paid if the cancellation of a place is made before 20 months or more ahead of the Term of Entry.
- 9.7. **Cancelling a place offered in the term before entry:** If the offer of a place is made in the Term immediately prior to the Term of Entry, the Parents may cancel their acceptance in writing at any time up to 14 days from the date of the Letter of Offer. If the Parents give notice of cancellation after this date or give no notice of cancellation, they will incur a liability to pay one Term's Fees in lieu of notice (less the Security Deposit if held by the College).
- 9.8. **Withdrawal:** means the withdrawal of the Student from the College by the Parents or the Student with or without Notice required under these terms and conditions at any time after the Student has entered the College. Please see clause 3.1 and 3.5 for details of when Entry to the College occurs. Please see also clause 9.9, clause 9.10 and clause 4.5.
- 9.9. **Withdrawal by the Parents:** If the Student is withdrawn on less than three month's Written Notice, or excluded for more than 28 days for non-payment of Fees as set out in clause 4.5, Fees in lieu of notice less the Security Deposit will be immediately due and payable as a debt.
- 9.10. **Withdrawal by the Student:** The Student's decision to withdraw from the College shall, for these purposes, be treated as a Withdrawal by the Parents.
- 9.11. **Prior consultation:** It is expected that the Parents will consult personally with the Master or with the Master's authorised deputy before Notice of Withdrawal is given by the Parents.
- 9.12. **Discontinuing extra tuition:** Three month's Written Notice is required to discontinue extra tuition, such as instrumental music lessons, learning support, EAL or other separately changed activities or a Term's Fees for the extra tuition will be immediately payable in lieu as a debt.
- 9.13. **Termination by the College:** The College may terminate this agreement with three months' notice in writing sent by ordinary post. The College will not terminate this agreement without good cause and full consultation with the Parents and also the Student (if of sufficient maturity and understanding). In this case, the Security Deposit will be refunded without interest less any outstanding balance of Fees.

10. Events beyond the control of the parties

- 10.1. **Force majeure:** An event beyond the reasonable control of the parties to this agreement is a Force Majeure Event and shall include such events as an act of God, fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 10.2. **Notification:** If either party to this agreement is prevented from or delayed in carrying out its obligations under this agreement by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 10.3. **Continued Force Majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 10.2 above shall notify the other of the steps to be taken to ensure performance of this agreement.

10.4.Termination: If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 10.2 may terminate this agreement by providing at least three working days' notice in writing to the other party.

11. General contractual matters

11.1.Data Protection: By signing the Acceptance of a Place in response to a Letter of Offer or by agreeing to be bound by these Terms and Conditions the Parents on behalf of themselves and so far as they are able on behalf of the Student authorise the College to process personal information including:

11.1.1. financial information relating to the Parents; and

11.1.2. sensitive personal information relating to the Parents and/ or the Student;

11.1.3. as is deemed necessary for the legitimate purposes of the School.

11.2.Change: The College, as any other school, is likely to undergo a number of changes during the period of this agreement. For example, there may be changes in the staff, and in the premises, facilities and their use, in the curriculum and the size and composition of classes, and in the College Rules and procedures, the disciplinary framework, and the length of school Terms. In addition, there may be the need to undertake a corporate reorganisation exercise and/or a merger or change of ownership may be necessary. For these reasons, the benefit and burden of this agreement may be freely assigned to another party at the discretion of the College.

11.3.Consumer protection: Care has been taken to use plain language in these Terms and Conditions and to explain its provisions. If any words alone or in combination infringe Consumer Contracts Regulations in Thailand or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.

11.4.Consultation: It is not practicable to consult with the Parents and the Student over every change that may take place. Whenever practicable, the College will use reasonable endeavours to ensure that the Parents will be consulted and where possible given at least three months or a Term's notice in writing of:

11.4.1. a change of policy; or

11.4.2. a change in any physical aspect of the College which would have a significant effect on the Student's education or pastoral care; or

11.4.3. a change of ownership of the College.

11.5.Representations: The College's prospectus and website describe the broad principles on which the College is operated and gives an indication of its history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the College. If the Parents wish to place specific reliance on a matter contained in the prospectus, website, or a statement made by a member of staff or a student during the course of a visit to the College or during a meeting relating to an application for a place or otherwise they should seek written confirmation of that matter before entering into this agreement.

11.6.Confidentiality: Any arrangement between the School and the Parents, including fee discounts, should be treated as confidential by both parties.

11.7.Third party rights: Only the College and the Parents are parties to this agreement. Neither the Student nor any third party is a party to it. No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

11.8. Interpretation: These Terms and Conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the Terms and Conditions.

11.9. Jurisdiction: This agreement was made at the College and is governed exclusively by the law of Thailand and the parties submit to the exclusive jurisdiction of the Courts of Thailand.

Schedule I: Data Protection Information Notes

Please also refer to the Data Protection Policy and Privacy Notice which are published on the College website and available on written request, which take into consideration new legislation implemented the on 31 May 2021 by Thailand's Ministry of Digital Economy and Society ('MDES') governing the use of data under the new Personal Data Protection Act ('PDPA').

The College holds information about you and your child including exam results, parent contact details and financial information and details of medical conditions. This information is kept electronically on the College's information management system or manually in indexed filing systems.

These notes refer to the processing of information. Processing is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.

The College processes information about you and your child in order to safeguard and promote the welfare of your child, promote the objects and interests of the College, facilitate the efficient operation of the College and ensure that all relevant legal obligations of the College are complied with. Examples may include: the College keeping details of medical conditions from which your child may suffer so that staff will be able to respond appropriately in the event of a medical emergency, information supplied as legally required by the Office of the Private Education Commission (OPEC) and/or the College processing financial information obtained from you or from third parties such as credit reference agencies.

The College may process different types of information about your child for the purposes set out above. That information may include:

- medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your child;
- personal details such as home address, date of birth and next of kin;
- information concerning your child's performance at the College, including discipline record, College reports and examination reports;
- financial information including information about the payment of fees at the College or any other College.
- other information as legally required by the Office of the Private Education Commission (OPEC)

Where in the professional opinion of the Master it is deemed necessary, we may share information with certain third parties.

If the College enters into a separate arrangement for the payment of fees, we may, in order to verify your identity and so that we can assess your application for credit, search the files of any licensed credit reference agency who will keep a record of that search and details about your application. This record will be seen by other organisations which make searches about you. Failure to supply information may result in a refusal of credit.

Schedule 2: Summary of clauses containing financial consequences.

Event	Clause
Application and Application Fee	3.1
Offer of a place and Registration Fee	3.3
Security Deposit	3.4
Payment of Fees	4.2
Refund or waiver	4.4
Closure for Remote Learning	4.5
Exclusion for non-payment	4.6
Late payment	4.7
Fees following Expulsion	8.12
Fees following Removal	8.14
Fees in lieu of Notice	9.4
Cancelling acceptance	9.6
Cancelling a place offered in the Term before Entry	9.7
Withdrawal by the Parents or Withdrawal by the Student	9.9 /9.10
Discontinuing extra tuition	9.12
Termination by the College	9.13
Confidentiality	11.6

Schedule 3: School Policies

The following policies are published on the College website or available on written request.

Teaching & Learning Policies

- Admissions Policy
- Anti-bullying Policy
- Assessment Policy
- Behaviour Policy
- Child Protection & Safeguarding Policy
- Early Years Policy
- Educational Visits Safety Policy
- Learning Support Policy
- Parents Complaints Policy
- Pastoral Policy
- Privacy Notice (for Parents and Students)
- Supervision of Students Policy
- Teaching & Learning Policy
- Wellbeing Policy
- Taking, Using and Storing Images of Children Policy

Operational Policies

- Air Quality Policy
- Data Protection Policy
- eSafety Policy (Acceptable Use Policy)
- Health & Safety Policy
- Hot Weather Procedures
- Record Keeping Policy