

In these Terms & Conditions, the following words have the following meanings:

• **Board of Management** means the board of management of the College;

• **Board of Directors** means the Board of Directors for the time being of Middleton College Ltd.

• **Board of Governors** means the governors for the time being of the College;

• **Charges** means charges arising in connection with the Pupil's studies at the College, including fees and charges which are additional to the Fees and which are described on the Fees Sheet;

• **College** means Middleton College Limited, a company registered under the laws of Ireland with company number 463309 and having its registered office at Middleton College, Middleton, Co. Cork;

• **College Year** means the period commencing 1st August each year and ending on 30th June each following year; Actual dates within this period are determined by the Department of Education each year.

• **Fees** means the fees payable to the College in connection with the Pupil's education at the College, which are set out in the Fee Sheet;

• **Fees Sheet** means the document setting out the Fees and Charges for the College Year, which is attached to these Terms & Conditions;

• **Parent/Guardian** means the person who has parental responsibility for the Pupil and their personal representatives;

• **Principal** means the person appointed by the College to be responsible for the Pupil and includes those persons to whom any of the duties of the Principal have been delegated;

• **Pupil** means the pupil of the College who is named on the invoice;

• **Term** means the period commencing with the first day and ending with the last day that the College is in operation for attendance of pupils in a College Year.

In these Terms & Conditions, unless the contrary intention is stated, a reference to the singular shall include the plural and vice versa.

These Terms & Conditions together, with the application form and the registration form which are completed in respect of the Pupil and the College's codes of conduct and discipline, constitute a legally binding contract between the College and the Parent/Guardian.

Where there is more than one Parent/Guardian, the Parents/Guardians undertake the obligations set out in these Terms & Conditions jointly and severally.

1. DISCIPLINE

1.1 The Parent/Guardian agrees to the terms of all of the codes of behaviour, discipline and the ethos of the College, and agrees to encourage compliance by the Pupil with, and to support the Principal and staff of the College in the enforcement of, these codes and the ethos.

1.2 In addition the Parent/Guardian agrees to accept the decisions of the Principal, staff, the Board of Management and the Board of Governors in relation to any disciplinary matters which may arise in connection with the Pupil, such as detention, suspension or other penalties which may be imposed on the Pupil as a result of a breach by him/her of the codes of the College.

2. PAYMENT OF FEES AND CHARGES

2.1 The Parent/Guardian shall undertake to pay in full all Fees and the Charges in respect of the Pupil which are incurred while the Pupil is a pupil of the College on or before the date due for payment of the Fees and Charges. Cheques and bank drafts in respect of the Fees and the Charges should be made payable to Middleton College Limited. Fees are charged on an annual basis. In order to facilitate the fee payer, payment is requested in three equal instalments each year, prior to the start of each term. While requests for payment are issued in line with the school terms, fee payers accept that fees are actually charged per annum and not per term.

2.2 All Fees and Charges shall be paid prior to the commencement of each Term. Where, however, the College determines, in its absolute discretion, that exceptional circumstances apply, the College may, at its sole discretion, elect to accept payment of the Fees and/or the Charges after the commencement of the Term or in instalments at such intervals during the Term as it shall specify to the Parent/Guardian. In the event that the College elects to accept payment of the Fees and/or the Charges on a deferred basis or in instalments and the Parent/Guardian fails to comply with the schedule of deferred payment or instalment payments agreed with the College, the College reserves the right, without liability and without prejudice to any other remedies it may have, to exclude the Pupil from the College if the Parent/Guardian fails to make good any default in payments within 7 days of the issue of a notice from the College demanding payment of the outstanding portion of the Fees and/or the Charges. In the event that the Pupil is excluded from the College in the circumstances contemplated by this clause 2.2, the Pupil shall be deemed, for the purposes of clause 2.4 below, to have been withdrawn from the College without having given one full Term's notice.

2.3 Where Fees and/or Charges remain unpaid at the end of a Term, the College reserves the right not to continue to reserve a place for the Pupil for the following Term or thereafter.

2.4 The Parent/Guardian shall provide the College with one full Term's notice of the Pupil's proposed withdrawal from the College. If the Pupil ceases to be a pupil at the College before the end of a College Year for whatever reason, the Parent/Guardian shall pay one full Term's Fees in lieu of notice, should one full Term's notice of the Pupil's withdrawal from the College not be provided to the College.

2.5 Where payment of the Fees and/or the Charges is not made by the due date, the College may apply interest on sums due at the rate of 3% per annum above the then prevailing base rate of Allied Irish Banks plc, from the due date until the date of payment (whether before or after any judgment).

2.6 In no circumstances will the College refund or discount any portion of the Fees or Charges paid in the event of a Pupil being absent from the College for any period of time for any reason, including, but not limited to, illness or educational exchange.

2.7 The Board of Governors may, at their discretion, reserve a place for the Pupil where he or she is absent from the College, but only where all Fees and Charges have been paid in full for that place.

2.8 The Board of Governors may, at their discretion, agree to a pupil changing status from boarding to day or vice versa. In these circumstances, the fee payable will be at the discretion of the College.

3. DAMAGE TO PROPERTY

The College will charge the Parent/Guardian the full replacement cost of any items of property damaged or broken by the Pupil, including the cost of labour, regardless of whether that labour is supplied by external professionals, or by employees of the College.

4. GENERAL

4.1 Any failure or delay by the College in enforcing or partially enforcing its rights under these Terms & Conditions shall not be construed as a waiver of any of its rights hereunder.

4.2 Any waiver of the obligations on the part of the Parent/Guardian in these Terms & Conditions shall be effective only if given in writing by the Principal or his/her authorised representative.

4.3 Nothing in these Terms & Conditions affects the statutory rights of the Parent/Guardian.

4.4 These Terms & Conditions are governed by the laws of Ireland and the parties submit to the jurisdiction of the Irish courts.

4.5 The College reserves the right to make reasonable changes to these Terms & Conditions from time to time upon giving the Parent/Guardian prior notice of any such changes.