

Midleton College Ltd Terms & Conditions

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 Midleton College Limited;

“**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 current Fee Sheet;

“**College**” means Midleton College Limited, a company registered under the laws of Ireland with company number 463309 and having its registered office at Midleton College, Connolly Street, Midleton, 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 and Skills every year;

“**Fees**” means the core fees payable to the College in connection with the Pupil’s education at the College which are set out on the current Fee Sheet;

“**Fee 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;

“**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 outside of school holiday breaks.

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 for Admission 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 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 or 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 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 Charges should be made payable to ‘Midleton College Limited’. Fees are charged on an annual basis. In order to facilitate the fee payer, payment is requested to be made by one of three alternatives: in full in advance, in two half-yearly payments with each sum in advance, or by direct debit in nine instalments. Please note that the direct debit option is only available to the holder of a European bank account.
- 2.2. The annual initial Charges and Optional Extras are payable in full in advance prior to commencement of the College Year.
- 2.3. The preferred payment option for all Fees and Charges shall be agreed with the College, and payment initiated, prior to the commencement of the College Year. 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 Charges after the commencement of the College Year. In the event of the College electing to accept payment of the Fees and/or Charges on a deferred basis and the Parent/Guardian fails to comply with the agreed arrangement, 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 issuance of notice from the College demanding payment of the outstanding Fees and/or Charges. In the event that the Pupil is excluded from the College in the circumstances contemplated by this clause, the Pupil shall be deemed, for the purposes of clause 2.5. below, to have been withdrawn from the College without having given the required two months’ notice in writing.
- 2.4. Where Fees and/or Charges remain unpaid, the College reserves the right not to continue to reserve a place for the Pupil at the College thereafter.
- 2.5. The Parent/Guardian shall provide the College with two months’ notice in writing 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, and the College has not been provided with two months’ notice in writing of the Pupil’s withdrawal, the Parent/Guardian shall pay one third of the annual Fees in lieu.
- 2.6. Where payment of the Fees and/or Charges is not made by the due date, the College may apply interest on such sums 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 judgement).
- 2.7. 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.
- 2.8. 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.
- 2.9. 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 Fees 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.