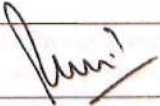





WELLINGTON
COLLEGE
INTERNATIONAL
PUNE

Terms and Conditions

| | |
|---------------------|---|
| Title | Terms and Conditions |
| Policy Number | WCIP ADMISSIONS – 004 |
| Policy Initiated By | Admissions Department, WCIP  |
| Effective Date | December 2022 |
| Date of Next Review | December 2023 |
| Status | Approved |
| Version | 1.0 |

Approved By-

| NAME | SIGNATURE |
|-------------------------------|---|
| Mr. Anuj Aggarwal (Chair BOG) |  |
| Dr. Murray Tod (Master) | Murray T.1 |



**TERMS AND CONDITIONS
WITH EFFECT FROM ACADEMIC YEAR 2023
Wellington College International Pune**

Registered No: [please insert]

Registered Office: DIT Education Foundation, 1 Inder Road, Dehradun 248001, Uttarakhand

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

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

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

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

I. Definitions

a. Meaning of some words and phrases we use in the Contract.

In our Contract with you, some words and phrases have particular meanings, and it is helpful to ensure certainty and consistency to have them defined. These are defined as

"**Acceptance Form**" means the form completed by you when accepting a place for your child at the School;

"**Admission Registration Fee**" has the meaning given to it in the Acceptance Form;

"**child**" means the child named in the Offer Letter (the age of the child being calculated in accordance with the applicable laws, accepted Indian standards and customs);

"**Code of Conduct**" means the code of conduct of the School and the supporting policies which apply to pupils of the School and as may be amended from time to time. A copy of the current version of the code of conduct is sent to parents with the Acceptance Form. Updated versions are available upon request from the School's reception;

"**School**", **we**" or "**us**" means Wellington College International Pune as now or in the future constituted (and including any successor(s), permitted assignees or transferee). Wellington College International Pune is a co-educational, private, international school established by DIT Education

Foundation, a Section 8 Company, Registration Number [please insert] whose registered address is at 1 Inder Road, Dehradun 248001, Uttarakhand;

“School Rules” means the body of rules of the School and the supporting policies which apply to the pupils of the School and as may be amended from time to time. A copy of the then current version of the School Rules is provided to each child on entry and is sent to parents with the Acceptance Form. Updated versions are available on Parent Portal or upon request from the Admissions Office.

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

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

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

“Deposit” and/or **“Security Deposit”** has the meaning given to it in the Acceptance Form. The Deposit shall be an interest-free deposit.;

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

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

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

“Governors” means the governors of The Wellington College who are appointed from time to time;

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

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

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

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

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

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

“Schedule of Fees” means the note of the School’s prevailing fees notified to you from time to time and a copy of which remains available on the School’s website and from the School 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 School as notified to parents from time to time;

“a term’s notice” means written notice given before the published first day of a term;

“terms and conditions” means these terms and conditions; 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 School’s express written consent, replaces a person who has signed the Acceptance Form and has accepted responsibility for a child’s attendance at the School.

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 **Admission Registration Form**, the **Offer Letter**, the **Acceptance Form**, the **Schedule of Fees**, the **FIA Terms and Conditions**, the **Joining Papers**, these **terms and conditions** and any conditions of any award, bursary or scholarship (as in each case may be varied from time to time) form the terms of an agreement (the **“Contract”**) between you and the School.

For the avoidance of doubt, (i) none of the School’s prospectus, the website nor the Code of Conduct and policies form part of the Contract; and (ii) this Contract applies only to parents and their children who are pupils or who are registered to be pupils of the School.

c. Rights of third parties

It is not intended that the terms of the 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 School is accepted by your submitting the completed Acceptance Form and paying the non-refundable Admission Registration Fee, the first Term's School Fee and Security deposit. Pursuant to the execution of the Acceptance Form by you, the Contract becomes legally binding between the School and the Parents.

b. Admission Registration Fee

The School charges a non-refundable admission registration fee. The admission registration fee is an administrative charge that covers all costs associated with the administration of the enrolment of a pupil.

c. The Security Deposit.

- The school requires a security deposit, in order to confirm the placement of any children.
- One deposit per child is required.
- The deposit is fully refundable when the pupil leaves the school, without any interest on demand, if all accounts have been settled in full, all school property returned without damage and required written notice submitted one full term in advance of the child's last day of school (holidays excluded).
- If a pupil does not enroll in the School while the School has reserved a place for him/her, or if the pupil's remaining tuition fees are insufficient to cover the cost of study for one term notice period, the pupil's security deposit will not be refunded.

d. How we use the Deposit.

The Deposit will form part of the general funds of the School until it is credited without interest to the final payment of the fees or other sums due to the School on your child's leaving.

e. Requirement for you to increase the Deposit amount.

The School reserves the right to require payment of an additional deposit in the case of a child who transfers from a day pupil or day boarder and/or whose normal residence moves from being within India to being outside India. Such additional deposit forms part of the Deposit and shall be subject to the terms of paragraphs (c) and (d) above.

3. 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 School of your child, including the provision of any necessary educational materials, unless otherwise notified to you by the School at any time (either in the Schedule of Fees or otherwise).

b. What the fees do not include: supplemental charges.

We refer to any items charged to you in addition to the fees as **supplemental charges**. By way of example, uniform, IT equipment, optional School fees insurance, optional health insurance, expenses

incurred by the School in helping the child to apply for a visa to study in India, all public examination fees and certain supplemental tuition such as individual music lessons and some additional learning support 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 INR _____ and/or involves an overnight stay or going abroad. The School may also charge you for any damage, intentionally or otherwise, caused by your child (whether alone or with others) to School property or the property of any other person (fair wear and tear excepted).

Please refer to the School Fee Structure for details.

c. Applicable taxes.

All of the fees and supplemental charges are exclusive of any taxes which will be added (if applicable).

d. Who is responsible for payment

Each of you who has signed the Acceptance Form is liable for and must ensure that all of the fees and supplemental charges due are paid to the School. 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 School for all of the fees and supplemental charges due UNLESS AND UNTIL the School has expressly agreed in writing with each of you to look exclusively to any other person for payment of the fees and/or any supplemental charges. Each person who signs the Acceptance Form has an individual responsibility to ensure that, between them, the fees and supplemental charges owing to the School are paid. In practice this means that if fees or supplemental charges have not been paid to the School then in order to recover the outstanding payments, the School can seek payment of the full amount outstanding from either parent.

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 the Contract (including in respect of the payment of fees or any supplemental charges in the case of default by such third party). The School reserves the right to refuse to accept payment from a third party.

Please refer to this document – Terms and Conditions for details.

f. How can one person remove him/herself from their payment responsibility.

A person who has signed the Acceptance Form may withdraw from the Contract with the School by submitting a term's notice, but that person must obtain the prior written consent of both the School and the other person who has signed the Acceptance Form before such notice is effective.

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 withdrawn in accordance with (or by reference to) the terms and conditions upon which such award is made and/or if, in the opinion of the Master, your child's attendance, progress and/or behaviour no longer merit the continuation of the award. Any such withdrawal of an award will not operate so as to increase the fees due in respect of

a term which has already commenced. Where it appears likely to the Master that an award may be withdrawn from your child, you will be notified in advance.

If, within 14 days following the withdrawal of an award, your child is withdrawn from the School, 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 School.

h. How the fees are charged and payment requirements.

The annual fees are divided into three equal parts and charged termly, regardless of the length of any term. Each term's fees are charged separately and the fees payable in respect of each term fall due for payment by you on the date of issue of the invoice. Each term's fees will be included in an invoice sent to you [or such other person(s) the School may have agreed separately shall pay the fees under Clause 3 above. The fees must be paid in full together with any applicable taxes by direct bank transfer or direct debit, at least 14 days prior to the start of the term, to which the invoice relates. We may not allow your child to attend the School if you do not pay on time.

i. Payment of supplemental charges.

All supplemental charges for each term (and for other unpaid supplemental charges that were agreed during the previous term) will be included in the fees invoice. **All such supplemental charges must be paid in full together with any applicable taxes by direct bank transfer or by direct debit collection on or before the first day of the term to which the invoice relates.** If an item on an invoice has been queried, the balance of the invoice must be paid in accordance with the Contract.

j. Non-payment of fees.

Whilst any fees are outstanding or if there is a persistent failure by you to pay the fees on time, i.e., the delay is beyond 2 weeks from the due date, we may refuse to allow your child to attend the School, mark the child absent even in attendance, withhold any references or property, disallow participation in any of the School's extra-curricular activities, internal examination results, reports or, if applicable, withdraw sponsorship of your child's Student visa.

Please refer to this document – Terms and Conditions for details.

k. Non-payment of supplemental charges.

Whilst any supplemental charges are outstanding, we may refuse to allow your child to benefit from the service to which the supplemental charge relates (for example, to sit a public examination or to participate in a co-curricular activity). If supplemental charges in respect of a charged for activity remain unpaid 28 days after the due date of payment, such non-payment will be deemed to be a withdrawal of the child from that activity and a term's fees in lieu of notice for that activity will be payable in accordance with the Contract. We can charge interest if you pay late.

Right to exclude: The School reserves the right to exclude any pupil for whom any part of the Term Fees are unpaid.

If you do not make any payment to the School by the due date for payment, we may charge interest to you on the overdue amount at the rate of 1.5 per cent per month. Unless we tell you otherwise in writing, this interest will accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after we obtain a court judgment against you. **You must pay the School the interest together with the overdue amount.** We can recover our costs for recovering late or non-payments.

You will be responsible for paying the costs, fees, disbursements and charges we incur in recovering, or attempting to recover, any unpaid fees or supplemental charges from you (including reasonable legal fees and costs reasonably incurred by the School in the recovery of any unpaid fees or supplemental charges regardless of the value of the School's claim).

l. Part payment.

If you pay any sum that is less than the sum due and owing, the School may accept it on account only. We may charge interest and late payment charges in accordance with clause (l) and (m) above in respect of the outstanding balance.

m. Appropriation.

The School shall allocate payments made to the earliest balance on the child's account. You agree that a payment made in respect of one child may be appropriated by the School to the unpaid account of any other child of the Parents.

n. We can notify other educational institutions of your outstanding payments.

We may inform any other school or educational establishment to which you propose to send your child of any outstanding fees or supplemental charges.

Our ability to increase the fees.

Parents acknowledge that fee levels will be reviewed each year and there will be increases from time to time which the parents undertake to pay.

•The School reserves the right to amend its policies and fee structure whenever considered necessary and appropriate.

We will review our fees during the course of your child's education and may increase them. Not later than the final day of the summer (End) term, 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.

1. 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 School before the proposed increase is set to take effect, to provide the required term's notice of withdrawal to the School under Clause 4(a) below; or

2. if we give you notice later than the last day of the penultimate term before the increase is to take effect, we permit you to withdraw your child from the start of the immediately following term PROVIDED THAT you give the School 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 School will credit to you the Deposit you have paid (without interest) less any sums owing to the School.

o. Fees and supplemental charges will not be reduced due to the child's absence.

Unless there is a legal liability (including liability under a court order or applicable law or under the provisions of the Contract), fees and any agreed supplemental charges will not be refunded, reduced or waived as a result of absence due to illness or otherwise, or a term is shortened, or a holiday extended, or if a child is released home before, during or after public examinations or otherwise before the normal end of term, or your child is required to study from home as a result of us providing educational services remotely due to lockdowns/restrictions imposed by the local/state/central authorities or the School is temporarily closed due to adverse conditions/restrictions, or for any other reason.

p. How fees are discharged under our 'Fees In Advance' scheme, and your continued responsibility to pay any outstanding or additional amounts still owed to the School.

Where you and the School have entered into an agreement incorporating the FIA Terms and Conditions (i.e., where you have made a 'lump sum' capital payment in respect of all or part of the fees due under the Contract) the School will administer such capital sum to meet the fees pursuant to the FIA Terms and Conditions PROVIDED THAT you meet the difference between the amount per term applied by the School under the FIA Terms and Conditions and the total fees and supplemental charges due in respect of your child each term under the Contract. For the avoidance of doubt, the School will provide a termly statement of account in respect of the fees and supplemental charges and the difference will be payable in accordance with the terms of the Contract. Information on your identity and the source of funds.

From time to time, we may ask you to provide us with information that we consider to be satisfactory so that we can verify:

- a. your identity;
- b. your child's identity;
- c. In case of overseas pupil, your child's right to enter, live and study in India in accordance with the applicable laws; and
- d. the source of funds you are using to pay the fees.

You must provide the School with the information and documentation that we ask for.

q. We may carry out due diligence checks on Parents.

The School 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 School include but are not limited to (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/college, the

circumstances relating to your child's departure; (ii) anti-money laundering checks; and (iii) checks against any sanctions or terrorist financing lists.

In unusual family situations such as divorced or separated parents, the School will always try and communicate with both (if separated or divorced parents).

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 School, change the nature of your child's place at the School, or remove your child from participating in an activity for which there is a supplemental charge. Due to the termly organisation and allocation of resources we will charge you if you do not provide us with the required period of notice to cover the School's losses. In such circumstances we require you to pay us a sum equivalent to the fees and/or supplemental charges you would have paid had the required period of notice been given – we refer to the relevant sum as "fees in lieu of notice".

4. Notice Requirements

a. Notice to withdraw your child from the School.

If you wish to withdraw your child from the School (other than at the end of the Year 13), you must either give us a term's notice to that effect or pay to the School a term's fees in lieu of notice, at the rate that would have been charged for the final term of provision if a term's notice had been given.

This means that if, for example, you wish to withdraw your child with effect from the start of the term 1 (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 final term of the preceding academic year or pay the fees in lieu of notice referred to above.

Withdrawal due to expulsion – if any pupil is expelled from the School for disciplinary reasons, the tuition fees, if already paid in advance will not be refunded. Besides the tuition fee amount, any refundable fees to the parents / family will have to be forfeited.

b. Notice to change your child's place at the School.

If the Master agrees that your child's place at the School will change from a boarding to a day place or between categories of boarding and this agreement is reached less than a term before the change, the School 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.

c. When the relevant amount 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.

d. Notice to withdraw your child from participating in an activity covered by a supplemental charge.

If you wish to withdraw your child from an activity charged for as supplemental (for example, if your child discontinues extra tuition), you must either give a term's notice to that effect or a term's charges for the activity in which your child has ceased to participate will be immediately payable as a debt.

e. Withdrawal part-way through a term does not reduce the amount you owe to the School.

It is not possible for you to reduce the amount of fees or supplemental charges due, or to obtain a refund of fees or supplemental charges, by withdrawing your child or by your child's ceasing to participate in an activity part-way through a term.

5. School Rules

a. Compliance with the School Rules and its Code of Conduct.

It is a condition of remaining at the School that you and your child comply with the School Rules and its Code of Conduct. In addition, you must ensure that your child attends the School 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 Code of Conduct).

b. Leaving School premises.

The School will do all that is reasonable to ensure that your child remains on site during School hours, but we cannot accept responsibility for any enrolled pupil of any age if he/she leaves School premises in breach of the Code of Conduct.

c. Religious observance and relationships and sex education (RSE) and health education.

Religious observance, relationships and sex education (RSE) and health education at the School will be conducted in accordance with the School's policies which are in force from time to time.

d. We may undertake drug and alcohol testing of your child.

The School may undertake drug and/ or alcohol testing of pupils in accordance with the School's drug and/or alcohol policy (as relevant). These policies have been adopted for disciplinary purposes, and with the aim of safeguarding the health and safety of all pupils.

e. Monitoring your child's telephone, email and messaging communications, internet use, and use of social media.

The School may, subject to applicable data protection legislation, reasonably monitor your child's telephone, email and messaging communication, internet use (whether over the School'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 School Rules or where it is appropriate for the School to do so (or indeed necessary) in connection with the School's legal and/or other duties and responsibilities or other legitimate purposes or good practice requirements.

6. Suspension, Expulsion and Required Removal

The Masters' discretion to suspend or expel your child from the School. The Master may in his or her discretion in serious or persistent cases suspend or expel your child from the School if the Master considers that your child's conduct or behaviour (including behaviour or conduct outside School) is unsatisfactory and the expulsion is in the School's best interests or those of your child or other children.

a. The Master's discretion to suspend your child from the School.

The Master may in his or her discretion suspend your child from the School whilst investigating a matter which may result in the expulsion of your child or another pupil.

b. Where you can find examples of offences punishable by suspension or expulsion.

The School Rules sets out examples of offences likely to be punishable by suspension or expulsion. These examples are not exhaustive, and the Master may decide that suspension or expulsion for a lesser offence is justified, for example where there has been previous misbehaviour, or the circumstances warrant it. All aspects of your child's record at the School may be taken into account.

c. The Master's discretion to require you to remove your child from the School.

Instead of expulsion or suspension, the Master may in his or her discretion require you to remove your child from the School if the Master considers that:

1. your behaviour or conduct (or the behaviour or conduct of one of you): is unreasonable; and/ or adversely affects (or is likely to adversely affect) your child's or other children's progress at the School, or the wellbeing of the School's staff; and/or brings (or is likely to bring) the School into disrepute; and/or is not in accordance with the School's values or your obligations under the Contract; or
2. your child's attendance, progress or behaviour is grossly unsatisfactory, and, in the reasonable opinion of the Master, the removal is in the School's best interests and/or those of your child or other children and/or members of the School's staff.

d. What happens if your child is suspended or expelled or removed from the School.

1. Should the Master exercise his or her right under Clauses 6(a), 6(b) or 6(d) 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 suspended, or expelled, or required to be removed. Save in the case of suspension or expulsion, the Admission Registration Fee will be forfeited (meaning that the School will retain the Admission Registration Fee) but the School will credit to you any Deposit you have paid (without interest) less any sums owing to the School.

2. If your child is expelled or you are required to remove your child from the School, 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 School will be payable.

e. Impact of expulsion or required removal on the Contract.

Provided you have paid the School's final invoice, the Contract will terminate with immediate effect if your child is expelled or if you are required to remove your child from the School.

f. Your right to have decisions regarding expulsion or required removal reviewed.

You are entitled to have any decisions taken by the School and/or Master under either Clause 6(a) or Clause 6(d) reviewed. Any such review shall be governed by the final stage of the School's Complaints Procedure. Your child shall be suspended from the School pending the outcome of the review.

g. The Master's discretion to exclude you from the School premises.

The Master may in his or her discretion exclude one or more of a child's Parents from the School premises. Any such exclusion of a Parent does not prejudice the School's other rights under this Contract.

7. The School's Obligations

a. The period of your child's Schooling.

Subject to terms of the Contract, the School will accept your child as a pupil of the School and register your child on the School's statutory register from the time of joining the School until the end of the Year 13. However, the School shall not be obliged to permit your child to continue into the next year group unless satisfied that it is appropriate to do so having regard to his or her academic attainments and all other relevant circumstances. The School may decide as to whether your child may join Year 12 after the results of the IGCSE or equivalent examinations are known and may make entry to Year 12 conditional upon the results of such examinations. Likewise, the School may make similar assessments as a child moves from year 6 to year 7, or year 9 to year 10. Notwithstanding any conditions on entry imposed by the School, if you wish to withdraw your child prior to entering the next stage of the School, the terms of Clause 4 above applies and you will either need to give us a term's written notice or pay us a term's fees in lieu of notice.

b. The scope of our duty to exercise reasonable skill and care for your child's education and welfare.

While your child remains a pupil of the School, we will exercise reasonable skill and care in respect of his or her education and welfare. This obligation will apply during School hours and at other times when your child is permitted to be on School premises or is participating in activities organised by the School.

We cannot accept any responsibility for the welfare of your child while off the School premises unless he or she is taking part in a School activity or otherwise under the direct supervision of a member of School staff. The School shall adhere to and comply with the applicable laws including the Maharashtra Employees of Private Schools (Conditions of Service) Regulation Act, 1977, Maharashtra Employees of Private Schools (Conditions of Service) Rules, 1981, Protection of Children from Sexual Offences Act, 2012, Maharashtra Educational Institutions (Regulation of Fee) Act, 2011 and Maharashtra Self-financed Schools (Establishment and Regulation) Act, 2012 (as amended from time to time).

c. Our right to make changes at the School.

Our website and prospectus describe the broad principles on which the School is presently run. However, from time to time it may be necessary to make changes to any aspects of the School, 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 School is required to close the School premises) or our policies.

d. We will give you notice of significant changes.

Where practicable, we will give you notice of any planned substantial changes that we regard as affecting a significant part of the School'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 School on or before the end of the term in which such change has taken effect, whilst you must still give notice of your child's withdrawal from School, you will not be liable to pay a term's fees in lieu of notice in accordance with Clause 4(a) above.

e. Consent to participation in contact sports and similar activities.

Unless you notify us to the contrary, you consent to your child participating, under supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.

f. Consent to transport.

You give your consent to your child travelling by any form of School transport/public transport and/or in a motor vehicle driven by an adult who is duly licensed and insured to drive a vehicle of that type.

g. What happens if your child needs urgent medical attention.

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

h. Monitoring your child's progress at the School.

We will monitor your child's progress at the School and report regularly to you by means of grades, full written reports and parents' meetings.

i. Special educational needs.

We will advise you if we have any concern about your child's progress, but we do not undertake to diagnose dyslexia or other conditions. A formal assessment can be arranged either by you or by the School at your expense.

j. Public examinations.

The Master may, after consultation with the Parents and the child, decline to enter the child's name for an examination if, the Master considers that, by doing so, the child's prospects in other examinations may be impaired and/or if the child has not prepared for the examination with sufficient diligence, for example, because the child has not worked or revised in accordance with advice or instruction from his/her teachers.

8. The Parents' Obligations

a. We require your co-operation.

In order to fulfil our obligations under the Contract and to maintain a constructive relationship with you, we, the Master and the School's staff, need your cooperation, including in particular by you fulfilling your own obligations under the Contract.

b. Examples of the co-operation and assistance we require.

You must co-operate with the School and the School's staff in good faith, including by:

- i. maintaining a constructive relationship with the School's staff (including where the School is exercising its rights and performing its obligations under the Contract and including in the tone, content, volume and/or nature of your communications with the School);
 - i.
- ii. encouraging your child in his or her studies, and giving appropriate support at home;
- iii. keeping the School up-to-date and informed of matters which affect or may affect your child including circumstances which arise at any time that affect or may affect:
 - (aa) your ability to pay the fees and supplemental charges for your child;
 - (bb) your child's welfare or happiness;
 - (cc) your child's safety.
- iv. ensuring that all details or other information notified or otherwise disclosed to the School about you and/or your child are accurate, truthful and not misleading and that relevant details and information (or changes to them) are not withheld;
- v. providing cooperation and assistance to the School so that your child can participate in, and benefit from, the School's provision of education (including where the School may wish/ need to provide such education remotely);
- vi. attending meetings and keeping in touch with the School 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 School that you (i) complete and submit to the School a medical questionnaire in respect of your child; (ii) permit your child to have a routine medical examination at the School's Health Centre during their first year at the School. You must promptly inform the School of any health or medical condition (in either case, physical or mental) (including any infections), 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. You must also provide us, whether upon further request by the School or otherwise, any reports or other materials relevant to any of the same. If you withhold from us or otherwise misrepresent to us information of this nature, please be aware that this may result in us exercising our right to end this Contract under Clause 13 below.

The Child's medical records and history will be kept confidential by the School, and will be shared with a department or a member of staff only for academic or official purpose.

d. Circumstances where we may require you to keep your child away from School.

If the School so requires due to a health risk either presented by your child to others or presented to your child by others or presented by your child to him or herself, or by reason of a virus, pandemic, epidemic or other health risk, or where the Master determines in his or her discretion that it is not in

your child's best interests to remain at School or due to applicable laws, you may be required to keep your child at home and not permit him/her to return to the School until such time as those circumstances have passed. Where it is considered appropriate, we will try to continue providing education to your child remotely during such period (including, for example, by sending you/your child work assignments electronically or by post).

e. You must notify us of any court orders that relate to, or that may impact upon, the provision of education to your child; and provide us with copies of them.

You must inform the School if, at any time prior to or during your child's time at the School, a court order is put in place or an undertaking is given to a court in respect of (or relating to) your child's attendance at the School (including its premises) and/ or the School'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 and as soon as it reasonably practical provide the School with copies of the relevant court order(s) or undertaking(s) (or the relevant parts of them).

f. You must notify us of any changes to your financial position.

You must notify the School 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 insolvency or bankruptcy petition/proceedings 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 sanctions laws.

g. You are responsible for ensuring that your child (in case of overseas pupil) has the appropriate immigration permissions.

You are responsible at all times for ensuring that your child has the appropriate immigration permission, visas, registrations including compliance with the applicable conditions of the permissions, visas and registrations thereof, to enter and reside in India and to study at the School in accordance with the applicable laws and must update the School of any changes to this status whilst your child remains a pupil of the School. If your child is found not to be in possession of the correct leave/permission/visa to be in India or if there is any change in the immigration permission/visa, your child may be required to leave the School immediately and without refund of the Admission Registration Fee or any other fees paid.

h. We require you to nominate a responsible adult and/or guardian for us to contact in your absence.

It is a condition of your child's joining and remaining at the School that you complete and submit to the School a parental absence form for your child. Amongst other things this form will nominate a

responsible adult to whom you will delegate authority to make decisions relating to your child if the School is not able to contact you. If you are resident outside of India, it is a further condition that you nominate a guardian for your child. The responsible adult and the guardian may be the same person. You must notify the School if the responsible adult or guardian changes or if their contact details change.

i. We are entitled to expect that parents have consulted with each other regarding decisions relating to your child.

You (and each of you as the holders of parental responsibility for your child) acknowledge and agree that, prior to and during your child's time at the School, the School is entitled to assume that you have consulted with each other so far as decisions regarding your child are concerned. Accordingly, except under Clause 10 below, you (and each of you) accept that the School 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 School to one of you as having been given to both of you.

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

j. We are entitled to require that notices of withdrawal must be signed by both parents.

A notice of withdrawal of your child served under the Contract (i.e., under any of Clauses 3(a), 4(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 School shall be entitled not to accept such notice unless and until all holders of parental responsibility for the child have signed such notice).

k. You must notify us of your child's absence from School.

The respective Form Tutor or House Staff must be informed as soon as possible in writing of any reason for your child's absence from School. Wherever possible the School's prior consent should be sought for absence from the School.

l. Residence during term time.

During term time, your child must reside with you, a legal guardian or another responsible adult unless resident as a boarder. If your child will be residing with someone other than you or a legal guardian during term time, the School must be notified immediately in writing.

m. Parents must notify us if they will be absent for a period of time or if your child will be residing elsewhere.

If at any time during your child's time at the School:

- i. the Parent(s) with whom the child usually resides will not be in India at any time or will otherwise be absent from your main residential address for a period of longer than one night; or
- ii. your child will be residing under the care of someone other than a Parent, then you must inform the School immediately in writing and provide the details required by the School as a result, including the name and contact details for a responsible adult for the period of your absence.

n. Raising concerns with the School and making formal complaints.

If you have cause for concern as to a matter of safety, care, discipline or progress of your child you must inform the School without undue delay. Complaints should be made in accordance with the Complaints Procedure. A copy of the most up-to-date version of the Complaints Procedure is on the School's website and is otherwise available from the School at any time upon request.

9. Responsibility for loss and insurance

a. Your child's responsibility for their personal property.

Your child is responsible for the security and safe use of all of his or her personal property including money, mobile electronic devices, locker keys, watches, computers, musical instruments and sports equipment and for property lent to them by the School.

b. Your responsibility to make your own insurance arrangements.

Your child is included in an 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 School, at School or participating in any School activity away from the School premises; or
- ii. for the payment of fees due to absence of your child or closure of the School 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 College shall adhere to the relevant provisions of the applicable data protection laws such as the Information Technology Act, 2000 (as amended from time to time). Please also see our Privacy Notice.

10. How we may use Personal Information: References, Confidentiality 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, where applicable 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 on his/her ability, aptitude for certain courses and character is fair. However, we cannot be responsible for any loss you or your child is alleged to have suffered resulting from opinions reasonably given, or correct statements of fact contained, in any reference or report given by us.

b. We will need to use information relating to your child, and to you, for certain purposes connected with the running of the School

This will include name, contact details, School records, photographs and audiovisual recordings, both whilst your child is at the School and after he or she has left, for the purposes of:

- i. managing relationships between the School 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;
- ii. promoting the School to prospective pupils/parents;
- iii. publicising the School's activities; and
- iv. communicating with the Wellington community and the body of former pupils.
- v. In respect of paragraphs (ii), (iii) and (iv), this includes use of such information by the School in/on the School's prospectus (in whatever format or medium it is produced/made available), the School's website(s) and (where appropriate) the School's social media channels. It is hereby clarified that the above purposes are non-exhaustive and the School may require the use of information relating to your child, and to you, for any and all purposes connected with the running of the School, including but not limited to transfer of information to any persons/entities/authorities, and you hereby consent to the same.

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 School; and
- ii. inform the School 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 India) or to information about you or your child that has previously been notified to the School, including relevant contact details.
- iii. In order to comply with our responsibilities as a student visa sponsor for immigration purposes, we may need to provide information relating to you and/or your child's right to enter, reside and/or study in India to the relevant Indian authorities such as the jurisdictional Foreigners Regional Registration Offices (FRRO). Such information may include information about your child's immigration status, attendance records, and any changes in you or your child's circumstances (including where your child is expelled, required to be removed or this contract is terminated),

d. We will send information (e.g., School reports) about your child to both of you as a matter of course.

Any person who has parental responsibility for your child is entitled to receive certain information about your child from the School (including School reports, correspondence and other materials relating to his or her progress, development and/or education generally). The School will therefore disclose such information as a matter of routine to each such persons UNLESS the School is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under data protection laws).

e. Data Protection Laws.

The School will process personal data about you and your child in accordance with applicable data protection laws of India the Information Technology Act, 2000 (as amended from time to time) to ensure compliance with the protection of sensitive personal data and information. We will process such personal data:

- i. as set out in this Clause 11, and in the School's Privacy Notice;
- ii. in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- iii. to perform our obligations under the Contract, and where otherwise reasonably necessary for the School's purposes.

11. Intellectual Property Rights

a. Your child's rights.

The School reserves all rights and interest in, to and under any copyright, design right, registered design, patent or trademark (intellectual property) arising as a result of the actions or work of your child in conjunction with other pupil(s) and/or any member of staff of the School or under the direction of any member of staff of the School for a purpose associated with the School. The School will acknowledge and allow to be acknowledged the child's role in the creation of such intellectual property. The School shall recognise any other intellectual property rights otherwise created, generated or owned by or vested in your child.

b. Returning work.

Other than as set out in paragraph

(a) above, work will be returned to your child 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 School 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.

12. Changes in Ownership, etc

The circumstances in which we may transfer the 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 the Contract.

13. Ending the Contract

a. Our rights to end the Contract.

In addition to where our Contract is terminated automatically as a result of an expulsion or required removal, the School may end the Contract at any time by notice in writing 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 School to your child;
- iii. you fail or refuse to complete and submit to the School a medical questionnaire in respect of your child and/or you fail or refuse to complete and submit a parental absence form;
- iv. you fail or refuse to provide us with information we consider to be satisfactory as to your identity, your child's identity, your child's right to enter, live and study in India, or the source of funds you are using to pay the fees, as required under Clause 3
- v. 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; or
 - B. are otherwise unable to pay your debts as they fall due; or
 - C. are the subject of an insolvency or bankruptcy petition/proceeding or order; or
 - D. enter into an individual voluntary arrangement; or
 - E. are a target of sanctions that have been imposed by any government; or
 - F. are under investigations for any possible breach of any anti-corruption laws, any anti-money laundering laws or any economic sanctions laws
- vi. you otherwise do not comply with (i.e., you breach) your obligations under the Contract such that we have a legal right to end the Contract because of something you have done wrong or the Master determines that the School is not able to provide or is compromised in providing the educational services it needs to in satisfaction of its obligations under the Contract.

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

b. Your rights to end the contract.

You may end the Contract at any time by notice in writing to the School if:

- i. you have a legal right to end the Contract because of breach of the Contract by us or;
- ii. the School becomes insolvent or goes into liquidation or receivership or administrative receivership or is wound-up for any reason.

c. When this Contract will end if not terminated early.

For the avoidance of doubt and without us having to provide you with notice, the Contract shall end on the settlement of the School's final invoice or the end of your child's schooling at the end of Year 13, whichever is later. This may be at the end of Year 11 (end of IGCSE year) if your child does not meet any requirements imposed by the School under clause 8(a) for entry to Year 12.

d. Ending the Contract will not affect any accrued rights.

Once the Contract ends, it will not affect any legal rights or obligations that either you or we have that may already have arisen including your obligation to clear the fees in accordance hereof. After the Contract ends, you and the School will keep any rights each has under the applicable law.

14. Events outside of our, or your, control

a. What we mean by an "event outside of our/your control".

We mean any event beyond either your or our reasonable control including, for example, acts of God, war, riot, civil commotion, strikes, industrial disputes, compliance with any law or governmental order, rule, regulation, 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. In the remainder of this Clause 14 we shall refer to such events outside of our/your control as an "event".

b. What happens if we are affected by an event outside of our control.

If an event arises which prevents or delays the School's performance of any of its obligations under the Contract, the School shall give you notice in writing specifying the nature and extent of the circumstances giving rise to the event. Provided that the School has acted reasonably and prudently to prevent and/or minimise the effect of the event, the School will not be responsible for not performing those of our obligations which are prevented or delayed by, and during the continuance of, the event. To the extent reasonably practicable in the circumstances the School shall try during the continuance of the event to continue to provide educational services (including by providing appropriate educational services remotely).

c. Events lasting more than 6 months.

If the School is wholly and completely prevented from performing all of its obligations as a result of an event outside of our control (and is unable to provide educational services remotely) for a continuous period of more than six (6) months, the School shall notify you of the steps it plans to take to ensure performance of the Contract after such period and you shall then, following receipt of such notice, be entitled to end the Contract on written notice to the School 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) and Clause 4(o) or except where the School is closed due to pandemic, epidemic or other reasons but is able to provide educational services remotely, if your child is wholly and completely unable to participate in the provision of any education at the School or remotely due to

reasons caused by an event (such as medical emergency) you shall give the School notice in writing of such circumstances and the following provisions shall apply:

a. in consultation and cooperation with the School you shall do everything you reasonably can to minimise the impact of the event in order to continue to perform your obligations under the Contract in any way that is reasonably practicable in the circumstances; and resume the performance of the obligations as soon as reasonably possible;

b. in circumstances where, following the efforts made and steps taken under (i) above, your child is not able to participate in any level of provision of education by the School (whether physically at the School or remotely) then you shall not be responsible for failing to perform your obligations (including the obligation to pay fees, pro-rated accordingly) during the continuance of the event; and

c. if the event continues to prevent your child from wholly and completely attending or being able to participate in any level of provision of education by the School (whether physically at the College or remotely) for a continuous period of more than six (6) months you shall discuss with the School a solution by which the Contract may be performed and, following such discussions, you or the School shall be entitled to cancel the 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.

15. Communications between you and the School

a. Notices must be in writing.

When the Contract requires you or the School to give notice of something to the other then, unless we agree otherwise, this should be done in writing.

b. We will use the contact details held by the School to contact you.

Communications (including notices) will be sent by the School to you at the address(es) shown in our records or using your other contact details included in our records. **You must notify the School promptly of any change of address(es) or other contact details.**

c. How to provide written notice to the School.

Notices that you are required to give under the School must be in writing addressed to the Master and either:

- i. sent by email to the School using the email address admissions.pune@wellingtoncollege.in with a copy marked to the Master at murray.tod@wellingtoncollege.in or such other email address as the School may notify you of from time to time;
- ii. delivered by hand to the School and marked for the attention of the Master;
- iii. sent to the School and marked for the attention of the Master by recorded or other form of registered post requiring a signature upon receipt as proof of delivery; or
- iv. otherwise sent to the School's address and marked for the attention of the Master by first or second-class post.

In light of the importance under the Contract of serving certain notices on or before a particular deadline (and the consequences that follow if you do not do so) we recommend that if you provide notice under any of Clauses 3, 4(e), 5(a), 5(b) or 5(d) (which are the provisions dealing with withdrawing your child from the School or otherwise changing their place) of these terms and conditions you telephone the School to confirm receipt if you have not received an acknowledgement from us within 48 hours (during term-time) and 96 (during a College holiday period) after sending the notice.

16. The Law that applies to the Contract and where legal proceedings may be brought

a. The law that applies to the Contract.

The Contract between you and the School is governed by the applicable laws of India and either you or the School must bring legal proceedings in respect of the Contract in the exclusive jurisdiction of the courts at Maharashtra.

b. Rights in relation to the enforcement of the Contract.

If we choose not to enforce any part of the Contract, or delay enforcing it, this will not affect our right to enforce the same part later (or on a separate occasion) or the rest of the Contract. If we cannot enforce any part of the Contract, this will not affect our right to enforce the rest of the Contract.

17. General

a. Reserving the right to change the Contract.

We reserve the right to change or add to the Contract from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of education at the School and you hereby consent to such modifications. The School will send you notice of any such amendments prior to the end of the penultimate term before the modifications are to take effect.

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.

d. Further we should like to state that the IB actively promotes wide recognition and acceptance of the IB diploma and the CP certificate as a basis for entry to universities and other institutions of higher education, but the requirements of individual institutions and the relevant authorities of a country are subject to change beyond the IB's control. The recognition of an IB diploma or CP certificate by a specific university and/or the relevant authorities of a specific country cannot be guaranteed. Schools are also responsible for informing candidates and legal guardians about the specific requirements (including subject choices) for recognition in all countries and universities where such requirements exist.

**Wellington College International Pune
15th February 2023**