



## SEDBERGH INTERNATIONAL SUMMER SCHOOL TERMS AND CONDITIONS 2021

### 1 Terminology

- 1.1 **The Summer School:** means Sedbergh School Developments Ltd trading as Sedbergh International Summer School as now or in the future constituted (and any successor). Sedbergh School Developments Ltd is constituted as a company limited by guarantee.
- 1.2 **The Parent or You:** means any person who has signed the Registration Form.
- 1.3 **Student:** means the child named on the Registration Form and/or the child who attends the Summer School.
- 1.4 **Registration Form:** means the registration form provided by the Summer School or its agent for the purpose of booking a place for the Student at the Summer School.
- 1.5 **Course Period:** means the period between and including the Student's dates of arrival at and departure from the Summer School.
- 1.6 **Deposit:** means the deposit payable to the Summer School when you complete and sign the Registration Form. Once received by the Summer School, the Deposit will be deducted from the balance of fees when paid by the Parent.
- 1.7 **Fees:** means the amount paid by the Parent to include all tuition, stationery, airport transfers, sport, organised activities and excursions as set out in the course programme.
- 1.8 **Extras:** means pocket money, insurance, non-standard airport transfers, courier fees or unaccompanied minor charges provided for the Student.

### 2 General Terms and Conditions

- 2.1 **These terms and conditions:** In all cases, irrespective of whether the Parent completes the Summer School Registration Form or a Registration Form provided by an agent, these terms and conditions will apply to the agreement between the Summer School and the Parent and will supersede any terms and conditions provided by the agent.



- 2.2 **Legal Contract:** The Parent understands and agrees that the completion of a Registration Form and payment of the Deposit constitutes a legally binding contract based on these Terms and Conditions.
- 2.3 **Enrolment procedure:** The Parent understands and agrees that:
- 2.3.1 They can accept a place for the Student by completing a Registration Form and paying the Deposit of £400.
- 2.3.2 If using an agency Registration Form it is still necessary to pay the Deposit in order to confirm a place for the Student.
- 2.3.3 No booking is confirmed until the Deposit, (or Full Fees in the case of a booking made after Monday 31<sup>st</sup> May 2021 see clause 2.4 below) has been received and confirmation of the place has been given by the Summer School by means of a Confirmation Letter.
- 2.4 **Payment of Fees:** The Parent undertakes to pay the balance of the Fees no later than Monday 31<sup>st</sup> May 2021. If the booking is requested after Monday 31<sup>st</sup> May 2021, then the Fees must be received no later than 10 days after the date of the Summer School's invoice. The Student will not be permitted to attend the Summer School until all fees and any planned extra costs are paid in full as cleared funds to the Summer School.
- 2.5 **Credit/debit card payment:** The Parent agrees that the Summer School will take credit/debit card payments in GBP sterling at the exchange rate set by Barclays Bank on the day the payment is made. **The Parent agrees to pay all bank charges in both countries that arise in relation to any payment the Parent makes to the Summer School. Parents must ensure that credit card limits are sufficient to cover fees and that there is no security block on the card.**
- 2.6 **Impromptu Payments:** The Parent agrees that the Summer School cannot make impromptu payments (such as Doctor's fees, Unaccompanied Minor or excess luggage charges) on behalf of the Student or the Parent. The Parent agrees that such payments will be made by credit card or from the Student's pocket money.
- 2.7 **Changes to the booking:** The Summer School agrees that the Parent may request to make changes to the Student's booking and agrees to consider such requests subject to availability. The requested change shall be considered at the sole discretion of the Course Director whose decision shall be final.
- 2.8 **Changes to the programme:** The Summer School reserves the right to change the programme of study and activities at any time and for such reasons as may be reasonable and appropriate to the effective delivery of services by the Summer School.
- 2.9 **Damage:** Any damage caused by the Student to Summer School property or equipment or the personal property of another student will incur a charge payable by the Parent.
- 2.10 **Force Majeure:** An event beyond the reasonable control of the parties to this agreement is a Force Majeure Event. Such events include but are not limited to any world-wide event or act of God (such as war, disease outbreak, natural disaster or terrorist attack). The Summer School reserves the right to cancel a course or programme in the case of such an event and the Parent understands that:
- 2.10.1 If the Summer School is prevented from or delayed in carrying out its obligations under this agreement by a Force Majeure Event, it shall immediately



notify the Parent in writing and shall be excused from performing its obligations while the Force Majeure Event continues.

2.11 **Minimum number of bookings:** The Parent understands and agrees that the Summer School reserves the right to cancel a course or programme before the commencement date if the minimum number of bookings is not reached. If such cancellation is necessary, the Parent will be offered a full refund of fees.

2.12 **Important: Cancellation due to COVID:** The Parent understands and agrees that:

2.12.1 **In the event that a Student cannot travel as their origin country has implemented travel restrictions,** the Summer School agrees to offer the chance to move the Student's booking to a later date in summer 2021 (subject to availability) or transfer the booking to 2022, at no extra cost. If this is not acceptable to the Parent, they may obtain a full refund.

2.12.2 **In the event that the Summer School must cancel the course due to travel restrictions in Britain or other events relating to COVID,** the Summer School agrees to offer the chance to move the Student's booking (as above) or provide a full refund for any booking that has not been completed.

2.13 **Liability and disclaimer:** The Parent understands and agrees that:

2.13.1 All organised sports, activities, clubs, events, trips and excursions have been risk assessed by Summer School staff and are deemed to meet Health & Safety requirements. The Summer School does not accept responsibility for accidents or sports injuries, except in cases where its staff have been found to be negligent.

2.13.2 If the Parent does not wish the Student to partake in any particular activity, they must inform the Summer School in writing at the time of booking.

### 3 Early Departure, Cancellation and Insurance

3.1 **Early departure:** If the Parent decides to withdraw the Student from the Summer School, or if the Student withdraws him/herself during the Course Period, they may do so on the understanding that no refund of fees paid will be made, save in exceptional circumstances.

3.1.1 Exceptional circumstances include but are not limited to:

3.1.1.1 A serious breach of these Terms and Conditions by the Summer School

3.1.1.2 Serious, infectious or contagious illness of the Student

3.1.2 Any refund is given at the sole discretion of the Course Director of the Summer School.

3.2 **Cancellation policy:** The Parent agrees that if they cancel the Student's enrolment for any reason (aside from COVID - see section 2.12) before the start of the Course Period, they will inform the Summer School in writing immediately. Cancellation takes effect from the date when the Summer School receives this notification. Cancellation charges are as follows:

3.2.1 61 days or more                      Deposit forfeited

3.2.2 31 to 60 days                          Deposit plus £400



3.2.3 15 to 30 days Deposit plus 50% total cost of stay

3.2.4 0 to 14 days Full fees

3.3 **Refund of Deposit:** The Parent understands and agrees that the deposit is non-refundable except on the production of a valid visa refusal letter. When such a letter is provided, the deposit (and any additional fees paid) will be returned less an administration fee of £50 (see clause 4.4.1 below).

3.4 **Insurance:** The Parent understands and agrees that the Summer School does not accept responsibility for any claims arising from a student or third party. The Parent agrees to arrange comprehensive travel, personal effects and accident insurance for the Student prior to their arrival at the Summer School. The Summer School offers an Insurance policy (via GuardMe Insurance) and is available at a cost of £5.25 per week. The Parent should indicate they would like to purchase this insurance at the booking stage via email to [iss@sedberghschool.org](mailto:iss@sedberghschool.org) or by ticking **Insurance Required** on the registration form). The Summer School agrees to organize the insurance with GuardMe and to make the policy available to the Parent in advance of the course.

#### 4 Travel Arrangements

4.1 **Written confirmation of travel arrangements:** The Parent agrees to provide written confirmation of the Student's travel details, and any subsequent changes to those details, using the Summer School's Airport Transfer Form. Every effort is made to keep waiting times to a minimum.

4.2 **Airport transfers:** The Parent understands and agrees that the Fees include airport transfers for flights between 10.00 and 18.00 on the first and 09.00 and 17.00 on the last date of the Course Period. The Parent also understands and agrees that:

4.2.1 Transfers from the airport to the Summer School are usually organised in groups and this means that some students will be required to wait at the airport for other students arriving on different flights.

4.2.2 Unexpected and unavoidable delays and complications sometimes occur. The Summer School does not accept responsibility for any loss or expense due to delays or changes in public transport beyond its control.

4.2.3 The Student is liable for any excess baggage and Unaccompanied Minor charges.

4.2.4 There is no reduction in fees if the Student does not require a meeting service.

4.2.5 An additional cost of £50 per journey applies for the Unaccompanied Minor Service.

4.3 The Parent understands and agrees that any travel arrangements that do not fall within the specified range of airport transfers (see clause 4.2 above) are not included within the course fees. The Parent agrees that if the Student requires collection outside of the specified date/time that this will incur an additional charge which will be communicated to the Parent prior to the Student's travel date.

4.4 **Visas:** The Parent understands that in cases where the Student is required to obtain a visa to study in the UK, a Visa Invitation Letter will be provided by the Summer School. The Parent understands that visas must be applied for immediately upon receipt of the Invitation Letter and that it is the responsibility of the Parent to allow enough time when applying for the appropriate study visa.



- 4.4.1 **Refusal of visa application:** In the unlikely event that a visa application is refused, the Summer School agrees to refund the full fees paid (less a £50 admin charge to cover reasonable expenses incurred by the Summer School) upon receipt of a copy of the original documentation issued by the Entry Clearance Officer (see clause 3.3 above).
- 4.4.2 **Incorrect visas:** The Parent understands and agrees that if a student is found to have the wrong type of visa, he/she will not be admitted on to the programme. The Parent agrees that in this case, the Summer School will not be obliged to offer the Parent a refund of fees, although cases of genuine hardship may receive special consideration upon written request to the Course Director.

## 5 Summer School Code of Conduct

- 5.1 **Summer School Code of Conduct:** The Parent understands and agrees that if the Student does not follow the Summer School Rules as set out in the Parent and Student Handbook, the Summer School reserves the right to discipline the Student. The Code of Conduct contains further details of the expectations for good behaviour and discipline. Parents understand and agree that:
- 5.1.1 In cases of serious persistent misbehaviour or rudeness, parents or agent will be notified. For very serious incidents such as violent or abusive (either physically or verbally) behaviour or if a student breaks the UK law, then he/she she will be expelled from the School immediately, according to the procedure contained in the Summer School's Discipline and Exclusion Policy.
- 5.1.2 All Summer School programmes are non-smoking and the Summer School accepts bookings from Parents on the understanding that the Student does not smoke at any time while a Student at the Summer School.
- 5.1.3 If a student has a medical or learning condition which was not announced on registration and which the Summer School does not feel they can adequately support, they may decide to send the student home at the Parent's expense, and a refund will be provided for the time missed.
- 5.2 **Bag or room search:** If Summer School staff suspect that the Student has broken Summer School rules, the Student may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's rights and freedoms and to ensure that the Parent is informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action.

## 6 Personal Possessions

- 6.1 **The Student's personal possessions:** The Parent understands and agrees that:
- 6.1.1 If the Student brings a valuable item with him/her, the Student is responsible for the security and safe use of that item. Lockable storage is provided by the Summer School.
- 6.1.2 On arrival at the Summer School, all students shall hand in their passport and ticket to the Summer School for safekeeping.
- 6.1.3 The Summer School will return the Student's passport and ticket prior to his/her departure.



- 6.1.4 The Summer School is not able to accept responsibility for any lost, stolen or damaged personal possessions brought to the Summer School by the Student and not handed in for safekeeping or kept in the Student's lockable storage unit.

## 7 Information Technology

- 7.1 **Use of smartphones, iPads, laptops etc.:** The Parent understands and agrees that if the Student brings their own electronic equipment to the Summer School they must use it in accordance with the Summer School's Acceptable User Policy for Information Technology (a copy of which is provided to the Student on arrival at the Summer School). **Mobile phones and devices are collected at bed-time and are not permitted in lessons.**
- 7.2 **Use of school computers:** The Parent understands and agrees that the Student will be allowed access to the internet via the Sedbergh School filtered network. The Parent agrees that the Student will be required to comply with the Summer School's Acceptable User Policy at all times.
- 7.3 **Social networking:** It is not permitted for summer school students and staff to be friends on any social networking sites.

## 8 Promotional Materials

- 8.1 **Photographs/Video and Images:** The Parent understands and agrees that the Summer School and carefully selected third parties use photographs/video and images in promotional materials. If the Parent does not wish for the Student's photograph or image to appear in such material, they agree to inform the Summer School in writing.
- 8.2 **End of course questionnaire:** The Parent understands and agrees that the Student will be asked to fill out an end of course questionnaire at the end of their stay, and that reviews and comments given by the Student may be used in promotional material. If the Parent does not wish for the Student's review to appear in any such material, they agree to inform the Summer School in writing.

## 9 Health and Welfare

- 9.1 **Student's health:** The Parent warrants that the Student is in good physical and mental health and is not travelling against the advice of any doctor or qualified healthcare professional. The Parent agrees to inform the Summer School *when completing the Registration Form* if the Student has any pre-existing medical condition, disability or allergy. Any subsequent changes must be advised in writing.
- 9.2 **Medication:** The Parent agrees that ALL medicine the Student brings to the Summer School must be given to staff upon the Student's arrival. Such medication shall be properly stored and administered by the designated staff member who is qualified to administer medication. Students are not permitted to self-medicate.
- 9.3 **Illness:** In case of illness or injury, the Student will see the designated staff member who will assess his/her condition. In cases of minor illness such as a cold, headache or sore throat, the designated staff member expressly authorised by the Course Director may issue common, non-prescribed medicines such as Paracetamol, throat lozenges or cough syrup. Only qualified nurses or First Aiders may practice First Aid.
- 9.3.1 If necessary, an appointment will be made with a local GP.



9.3.2 If the Student requires urgent medical attention, Summer School staff will take him/her to the nearest local hospital for immediate care or, if necessary, will telephone for an ambulance.

- 9.4 **Emergency medical treatment:** The Parent authorises the Summer School Course Director to consent on their behalf to the Student receiving emergency medical treatment including blood transfusions, general anaesthetic and operations where certified by an appropriately qualified person as necessary for the Student's welfare and if the Parent cannot be contacted in time.
- 9.5 **Seeing a Doctor:** Students from non-EU countries are required to pay a fee to see a doctor. The Parent agrees that such fees will be paid by credit card or from the Student's pocket money.
- 9.6 **Seeing a Dentist:** All students are required to pay a fee to see a dentist. The Parent agrees that such fees will be paid by credit card or from the Student's pocket money.
- 9.7 **Medical Certificates:** The Parent agrees to inform the Summer School and pay the relevant fee in advance if they require the Student to be issued with a Medical Certificate following a visit to a doctor or hospital.
- 9.8 **Staff supervision during activities and excursions:** Parents understand and agree that the Student will take part in properly supervised and suitably instructed sports and outdoor pursuits as set out in the course programme.
- 9.9 **Student's accommodation:** The Summer School reserves the right to organise the Student's accommodation as it deems appropriate and taking account of student numbers, ratio of girls and boys and available boarding accommodation. The rights and freedoms of individual students will be respected.

## 10 Data Protection

- 10.1 **Data protection:** By agreeing to be bound by these Terms and Conditions, the Parent, on behalf of themselves and so far as they are able, on behalf of the Student, authorises the Summer School to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the Summer School.
- 10.2 Sedbergh School - the charity, its charitable and all trading subsidiaries - will always keep personal detail of both students and Parents safe and secure. Our privacy notices can be found on our website (<http://www.sedberghschool.org/senior/Privacy-Policies>) or by request from **The Deputy Bursar (Compliance & Governance)**, Sedbergh School, Malim Lodge, Sedbergh LA10 5RY or [tr@sedberghschool.org](mailto:tr@sedberghschool.org). If a student, agent or Parent has any concerns about the data we hold or do not wish to receive any further communications from us, please contact **The Deputy Bursar (Compliance & Governance)**.

## 11 Governing Law

- 11.1 **Governing law:** This contract is governed by the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

