

# WHITGIFT

## SHORT COURSES 2023 | TERMS & CONDITIONS

### 1. Terminology

1.1 **The Summer School/We:** means Whitgift School, Haling Park, CR2 6YT, South Croydon, London, trading as Whitgift Summer School (the "Summer School") as now or in the future constituted (and any successor). Whitgift School is a part of the Whitgift Foundation, a registered charity (Charity Number 312612).

1.2 **The Parent or You:** means any person who has signed the Booking Form and/or who has accepted responsibility for a child's attendance at this Summer School.

1.3 **Student:** means the child named on the Booking Form and/or the child who attends the Summer School.

1.4 **Deposit:** means the amount payable to the Summer School in order to complete the booking procedure. Once received by the Summer School, the Deposit will be deducted from the balance of fees payable by the Parent.

1.5 **The Booking Form:** means the Booking Form provided by the Summer School or its agent for the purpose of booking a place for the Student at the Summer School.

### 2. Enrolment

These Terms and Conditions: In all cases, irrespective of whether the Parent completes the Summer School Booking Form or a Booking 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.

2.1 Places on each course are strictly limited and you are advised to apply as early as possible.

2.2 An enrolment is not confirmed until the deposit of £500 has been received and it has been acknowledged in writing by the Summer School. A parent has 7 days from the date of booking to pay the requested deposit in order to secure the booking.

2.3 Please note that the initial deposit of £500 per course is non-refundable and is part of the full fee, and not an additional cost.

2.4 Full payment must be received by the Summer School by 1 June 2023. If payment is not received by this date, the Summer School reserves the right to cancel the Student's place on the course and the deposit payment will be forfeited.

2.5 If an application is made and accepted after 1 May 2023, full payment must be made at the time of the booking.

2.6 If incorrect information or misinformation is provided at application to the Summer School, the Summer School reserves the right to ask the Student(s) to leave the course. In this case, there will be no refund of the course fees.

2.7 Once a Student has registered, name changes will not be allowed. Any amendments to the registration process, if possible and subject to availability, will incur an administrative fee of £50.

### 3. Airport & Station Transfers

3.1 Arrivals must be on a Sunday and should be organised between 09:00 – 18:00.

3.2 Departures must be on a Sunday and should be organised between 09:00 – 18:00.

3.3 Any transport arrangements outside of the above arrival and departure window may be organised by the Summer School, through a trusted taxi service, on behalf of The Parent, and will incur a fee of £150.

Any transport arrangements other than to or from London Gatwick or London Heathrow will incur a fee of £150 each way.

3.4 Airport transfers from Heathrow Airport and Gatwick Airport are included in the course fee, in the specified time window in 3.1 and 3.2, and valid for the arrival and departure day of the course dates that the Student has registered for.

3.5 Students must be in possession of a valid return ticket with a time and date. It is not acceptable to arrive with an undated ticket. The Summer School is not responsible for booking return tickets.

3.6 It is essential that the Summer School is kept informed of any changes to the Student's travel arrangements. Students must not assume that we have received details of changes until they are acknowledged by us in writing; we always confirm travel details.

3.7 Any changes to travel details must be received at least 14 days before the start of the course. If travel details are not submitted within the deadline, we reserve the right not to provide an airport transfer.

3.8 Students are liable for the cost of excess baggage and Unaccompanied Minor (UM) charges. Please check at the time of booking the airline's arrangements for the payment of airport departure tax and the maximum luggage allowance.

3.9 Any Student not requiring a transfer to an approved airport at the end of the course must be accompanied from the Summer School by an authorised adult.

3.10 If a Student is being picked up by an adult who is not the parent or guardian, the Summer School requires written confirmation of the name of the adult picking up the child, from the parent 24 hours in advance. The adult must provide photographic ID to the Summer School staff before the Student is released into their care.

3.11 If the Student is met by an adult at the airport/station and the adult is late or delayed meeting the Summer School staff, the Student will be checked in and sent through security.

3.12 The Summer School will not accept responsibility for organising transfers other than those which have been confirmed by the Summer School.

3.13 The Summer School will use private transport such as coach, taxi or school minibus to transfer Students to and from the airport or train station on arrival or departure. Public transport may be used on occasions where this method of transport is considered to be more appropriate, efficient or effective.

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

3.15 The Summer School will provide a Medical & Travel Form, which the Parent must complete and return to the Summer School by 26 May 2023. If the form is returned after this date, the Summer School may not be able to provide a transfer service. Upon receipt of the completed form, the Summer School will send the Parent an email confirmation of the flight details. The Parent understands that it is their responsibility to check this confirmation carefully and to let the Summer School know of any errors or changes.

3.16 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.

3.17 Where the Summer School arranges private transport for Students, the Summer School shall use its reasonable endeavours to ensure that Students reach the airport or the train station in the UK on time to enable them to catch their flight or their train. Subject to this, the Summer School shall have no liability for any direct or indirect loss or expense that is incurred by Students or Parents if a Student misses a flight or a train. Nothing in this clause shall exclude or restrict the Summer School's liability for death or personal injury arising from its own negligence, or for fraud.

3.18 There is no reduction in fees if the Student does not require a transfer service.

3.19 Should a transfer be requested or changed within 7 days of arrival, a Transfer Arrangement Fee of £100 will be payable.

#### **4. Cancellation**

4.1 Please contact us immediately if you need to cancel your course (see Liability and Insurance sections).

4.2 If you cancel before the 1 June 2023, your fees will be returned to you, less the deposit which is non-refundable.

4.3 If you cancel after the 1 June 2023, the full fee will be forfeited. Depending on the circumstances, you may be covered by the insurance policy. Details of the policy are available on request. Cancellation claims must be supported by documentary evidence.

4.4 Where the reason for cancellation is due to a visa refusal, please see Student Visas, as separate conditions apply.

4.5 Please note, bookings are non-transferable.

4.6 Any unused portion of the course fee is non-refundable.

#### **5. Student Visas**

5.1 Student visas may be required from some countries, and obtaining a visa is the responsibility of the parent. 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.

5.2 If a visa application is refused, the following refund policy applies:

If a visa application is refused and the client has followed all the correct procedures, the Summer School shall refund the full fees paid (less a £250 administration fee and any courier fees incurred) upon receipt of a copy of the original documentation issued by the Entry Clearance Officer.

5.3 The Summer School will not refund a client should the reasons for refusal be related to insufficient or incorrect documentation.

5.4 The Summer School will not refund a client should the client not have applied with sufficient time for the visa to be approved.

5.5 With all visa refusals, original documentation issued by the Entry Clearance Officer must be provided to Summer School to qualify for any refund.

5.6 If a Student is found to have the wrong type of visa, they will not be admitted on to the programme. In this case, the Summer School will not be obliged to offer the Parent a refund of fees.

5.7 If a visa has not arrived in advance of the Student's course start date, the Summer School will offer to postpone the course to a later date, subject to availability.

#### **6. Liability**

6.1 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 worldwide 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.

6.2 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.

6.3 The Summer School has public liability insurance. Any liability of the Summer School to the Student or parent or guardian, in respect of which the Summer School has insurance cover, shall be limited to the amount of such cover, and any such liability in respect of which the Summer School does not have insurance cover, shall be limited to the aggregate amount of fees paid in respect of the Student. Nothing in these terms and conditions, however, shall operate to exclude any liability of the Summer School for personal injury or death caused by negligence of the Summer School or our respective servants and agents.

6.4 It shall be a condition of the contract between the Summer School and the Student or his or her parent or guardian, that the Summer School shall not, in any way, be liable to the Student or the parent or guardian in the event that any service contracted to be supplied by the Summer School becomes impossible to supply due to reasons outside our control.

6.5 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.

6.6 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.

6.7 Except in the case of illness, all students are obliged to go on all excursions. If the Parent does not wish the Student to go on an excursion, the Parent must arrange for a family member or family friend to collect the Student at the time the excursion departs and return them to the Summer School at the time the excursion returns. The Parent must inform the Course Director of the arrangements before 1 July 2023. The parent/guardian of the Student must sign an authorisation letter before permission is granted. Except in the case of illness, the Summer School will not supervise any students at the Summer School site during an excursion.

6.8 The Summer School can take any fair and reasonable action it considers appropriate should a situation arise which is not covered by these Terms and Conditions.

#### **7. Health and Welfare**

7.1 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 Booking Form, if the Student suffers from any pre-existing medical condition, disability or allergy. In cases of more serious medical issues, The Summer School will contact the Parent for more information to ensure we can offer the necessary provision to the Student.

7.2 Medication: The Parent agrees that any medicine brought to the Summer School by the Student will be given to the Welfare Manager or Course Director on arrival. The Summer School shall only accept responsibility for medicines which are licensed in the UK, prescribed by a doctor and which are accompanied by English translation. Such medication shall be properly stored and administered by the Welfare Manager or Nurse, or by any authorised person who is expressly appointed to administer medicines by the Summer School.

7.3 Illness: In case of illness or injury, the Student will see the Welfare Manager or School Nurse who will assess their condition. In cases of minor illness such as a cold, headache or sore throat, the Welfare Manager, School Nurse or any other person expressly authorised by the Summer School may issue common, non-prescribed medicines such as Paracetamol, throat lozenges or cough syrup.

7.3.1 If the Welfare Manager or School Nurse considers that a doctor's visit is necessary, an appointment will be made with a local GP.

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

7.4 Emergency medical treatment: The Parent authorises the Summer School 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.

7.5 Seeing a doctor: Students from non-EU countries are not entitled to free healthcare in the UK and will therefore have to pay a fee to see a doctor. The Parent agrees that such fees will be paid from the Student's pocket money. Medical Expense Cover is included in the insurances conveyed by the Summer School.

7.6 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.

7.7 Student's accommodation: The Summer School reserves the right to organise the Student's accommodation as it deems appropriate within the Boarding House.

#### **8. Insurance**

8.1 There is no extra charge for the insurance cover, which comes into effect automatically upon receipt of the £500 deposit per course.

8.2 Students automatically receive the benefit of Studentguard+ Student Travel Insurance. This insurance is provided by Canopus Managing Agents Limited (Firm reference number: 204847) and underwritten by AmTrust Underwriting (Firm reference number: 305958) for Lloyd's Syndicate 4444. The insurer is regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

8.3 If costs are incurred through medical treatment of a Student, the parent or guardian is liable for this cost in the first instance.

8.4 Should the need arise, the Parent understands and agrees that they are responsible for making an insurance claim by completing the required paperwork in English and by providing the necessary documentary evidence to support the claim.

8.5 The Parent agrees that the Summer School cannot make claims on behalf of the Parent.

8.6 The Summer School will provide a Claims Form on the Parent's request.

8.7 Full policy terms and conditions are available from the Summer School Website.

## **9. Passports, Tickets and Pocket Money**

9.1 The original passport and travel ticket must be presented at registration on arrival at the School and will be kept secure throughout the course.

9.2 Pocket money can be handed in at the start of the Student's course. We strongly recommend that parents purchase a prepaid debit card or a credit card for use in the UK. Parents can increase this if extra pocket money is required. The Summer School recommends Students bring £100 pocket money per week on a pre-paid credit or debit card.

9.3 If cash is brought, the Summer School will allow the Student to withdraw pocket money on days when there is an excursion from the Welfare Manager or any other authorised person.

9.4 The Summer School cannot lend or advance pocket money to any Student.

9.5 The Summer School shall not be liable for the safety or security of any pocket money, which is brought to the Summer School by Students and that is not handed in to the Summer School for safekeeping upon a Student's arrival, or which is in the Student's possession.

9.6 The Student must not bring valuable possessions to the Summer School. If the Student does bring a valuable item with them, the Student is responsible for the security and safe use of that item.

9.7 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.

9.8. Mobile phone use is prohibited during lessons, activities and mealtimes unless Students are granted expressed permission by a member of staff to use their phone for a specific purpose. The Summer School reserves the right to confiscate smartphones/tablets if it is deemed necessary. Students will not have access to their smartphones/tablets overnight.

## **10. Damage**

10.1 The full cost of repairing any damage caused by the Student to Summer School property or equipment, or to the personal property of another Student, will be charged to the Parent. The Parent agrees that such payments to repair damage caused will be taken from the Student's pocket money account. Should funds be insufficient or unavailable, the Parent agrees to make payment in full by credit card or bank transfer.

10.2 Bedroom Damage Deposit: On arrival, students will be required to pay a refundable damage deposit of £20 in cash.

10.3 If any minor damage occurs during the Student's stay, the Student will forfeit the deposit paid (serious/major damage will be charged to the parent). Where a bedroom shared by two or more Students is damaged and the Summer School cannot ascertain which Student or Students are responsible, it shall be entitled to apportion the cost of repair equally between them, taking into account the individual circumstances of each case.

10.4 If there are no damages or losses, the deposit will be refunded to the Student in cash on departure.

## **11. Course Rules**

11.1 If Students participating in the Summer School do not follow the Summer School rules as set out in the Student Handbook, the Summer School reserves the right to discipline them.

11.2 Serious Breaches of Course Rules: A Student can be excluded for grave breach of Summer School discipline. The following examples of behaviour, which may lead to the Student to be sent home, are not exhaustive and are included for illustrative purposes only:

11.2.1 Abusive behaviour including harassment, bullying, actual or threatened violence, damage to personal property and verbal or other abuse on racial, sexual or religious differences.

11.2.2 Students purchasing or drinking alcohol/smoking cigarettes.

11.2.3 Students possessing, using or supplying drugs or any other illegal substances.

11.2.4 Stealing or committing any other criminal offence under UK law.

11.3 Once the decision has been made to exclude a Student from the Summer School, they will be withdrawn from all lessons, activities and excursions and they will be required to pack their suitcase and leave the Summer School.

11.3 If a Student has been expelled from the Summer School, the Parent will be responsible for:

11.3.1 Rescheduling, where possible for the same day of the exclusion, and paying for the Student's return flight home.

11.3.2 Paying for any additional cost of transferring the Student.

11.3.3 If a flight is not available for the same day as the exclusion, alternative accommodation will be arranged by the Summer School at the Parent's expense. Parents will be asked to pay any extra costs in advance of the Student's transfer to alternative accommodation.

11.4 The Summer School reserves the right to refuse admission based on previous poor behaviour e.g. official warnings as detailed in course rules.

11.5 During excursions, the Summer School may allow Students who are 14 and above to go shopping in small groups without the supervision of the course staff, unless the parent or guardian writes to tell us their child cannot do this.

11.6 During excursions, students who have not reached 14 years of age, but will turn 14 during July and August, will be permitted to join the Upper School on excursions. Students who in the Upper School (14 – 17 years of age) will operate in a minimum group size of 3 persons under indirect supervision. When supervision is indirect: clear and understandable boundaries will be set for the group, the supervisor will monitor the group's progress at appropriate intervals, the supervisor will be in the activity area and able to reach the group reasonably promptly should the group need support, there will be a recognizable point at which the activity is competed, and each student will wear a WGSS wrist band listing WGSS Emergency Contact phone number.

## **12. Visitors to the Summer School**

12.1 It is an academic requirement that all Students attend their lessons. Any relative or friend, who wants to take a Student out during the course, must seek the permission of the Course Director or his or her delegate 48 hours before the desired time. The parent/guardian of the Student must sign an authorisation letter before permission is granted.

## **13. Marketing**

13.1 The Summer School sometimes uses photographs or video footage of the Students in promotional material. If the Parent does not wish the Student to appear in such material, they must inform the Summer School in writing. We will confirm the receipt of your request.

13.2 Students and the parent or guardian are asked to complete a course evaluation form at the end of the course. Unless the Parent writes to tell us this is not acceptable, we may use any comments in future promotional material.

## **14. GDPR**

14.1 The Summer School complies fully with the latest General Data Protection Regulation (GDPR) guidelines. From time to time, the Summer School will share student details with appropriate third parties as necessary; for example, medical services, horse riding stables (only if horse riding has been selected on making the booking) and agents (only if booking is through an agent). If the Parent does not wish the Student's details to be shared with appropriate third parties, they must inform the Summer School in writing.

For further information, please click on the following link to read the Whitgift School Privacy Notice

## **15. Governing law**

15.1 These Terms and Conditions form the basis of any contract between the Summer School and the Parents/Guardian or Agent. The contract is provided in English and is subject exclusively to the laws and courts of England and Wales.

For further information, and to book a place, please visit our website [www.whitgift.co.uk/shortcourses](http://www.whitgift.co.uk/shortcourses) and the Parents/Guardian or Agent. The contract is provided in English, and is subject exclusively to the laws and courts of England and Wales.