

# **Bucksmore Terms & Conditions**

Upon making a booking, which is payment of at least the booking deposit, students and their parents/guardians are bound by the following terms and conditions:

# 1) Booking Deposit

1.1 A £500 deposit must be paid immediately upon receipt of the booking confirmation. Only when this payment has been received can the booking be guaranteed.

## 2) Balance Payment

- 2.1 Full payment is required not less than 8 weeks before the student's arrival. Any student who books within this 8-week period is expected to make full payment at the time of booking. Students whose fees have not been paid in full will not be permitted to join their programme with Bucksmore.
- 2.2 All payments shall be made without set-off or deduction of any kind in Pounds Sterling by credit card or by bank transfer.
- 2.3 If paying by bank transfer it is your responsibility to ensure that the student's name and invoice number are present on the transfer advice.
- 2.4 Please ensure payment reaches Bucksmore via credit card through our online portal (<u>https://bucksmore.flywire.com</u>) or bank transfer to the bank details given on the invoice.

## 3 Cancellation Policy

3.1 Any cancellation will be required in writing (email, or post) in legible and unambiguous English and must be received by Bucksmore. Any cancellation shall only be of effect from the date it is received by Bucksmore in writing (if by email at <u>info@bucksmore.com</u>, if by post at Bucksmore Education, 4<sup>th</sup> Floor, Nova South, 160 Victoria Street, London, SW1E 5LB, United Kingdom) and the following fees shall apply:

Period Before Start	% Fees Still Payable
Date	
30+ Days	25
7-29 Days	50
0-6 Days	100

3.2 Bucksmore reserves the right to cancel the course owing to insufficient demand or where other factors beyond Bucksmore's reasonable control necessitate it.



### 4 Visas

- 4.1 It is the responsibility of the student to ensure that they obtain the appropriate visa for their time in the UK. Visas are required to cover the course dates and comply with all other UK entry requirements. Under no circumstances will Bucksmore make any refund on grounds of lack of visa or similar travel documents required to enter the UK legitimately, save in accordance with Clause 4.2.
- 4.2 In a situation where a course needs to be cancelled due to a visa rejection (and upon supply of the original visa rejection letter) all fees will be refunded minus an administration fee of £100.

### 5 Insurance

5.1 Upon making a booking, the student's name will become included in a student travel insurance scheme organised by Bucksmore for the dates of travel specified in the student's booking confirmation. A summary of the cover provided can be found on our booking form, available online, and a full breakdown is available upon request.

### 6 Arrivals and Departures

- 6.1 Students should arrive on the first day of their course, stipulated as the "Arrival Date" in the booking confirmation, and should depart on the date stipulated as the "Departure Date" in the same document.
- 6.2 Bucksmore offer a free airport transfer service only on the designated arrival and departure days, provided the student's flight lands/departs between 10:00 and 20:00.
- 6.3 The free airport transfer is available from/to Heathrow and Gatwick for all centres located in England.
- 6.4 Free transfers are also available from Stansted and Luton for those taking a course in Cambridge.
- 6.5 For our London based courses transfers are available from Heathrow, Gatwick and London City Airport, as well as St Pancras International train station.
- 6.6 If arriving at an airport other than those designated, or at a time other than those designated, a surcharge will apply if a transfer is required.

### 7 Student's Responsibilities

The student undertakes with Bucksmore:

- 7.1 To behave responsibly and not to damage any property belonging to Bucksmore, or to any of the campuses, or to any other person.
- 7.2 Fully to indemnify Bucksmore against any loss or damage to the premises, furniture or other property of the campuses or of any other person by the student.
- 7.3 To treat the facilities, campuses and other persons with respect and care. Furthermore, to treat all staff and fellow students equally and in a nondiscriminatory manner.



- 7.4 Not to smoke in any of the rooms, facilities or campuses used by Bucksmore.
- 7.5 Not to commit any act that breaches the criminal law, or infringes the civil rights of any person under the laws of England, or any other jurisdiction within the United Kingdom.
- 7.6 Not consume or possess alcohol (irrespective of age).
- 7.7 Not take or possess drugs including Psychoactive Substances (also known informally as legal highs).
- 7.8 To pay Bucksmore a charge in respect of a replacement room key in the event of loss or damage to the original.
- 7.9 To follow all instructions communicated by Bucksmore staff or campus staff, whilst on a Bucksmore course.
- 7.10 To use social media and other electronic messaging services responsibly and in line with Clause 16
- 7.11 Attend all classes and course session regularly and on time.

### 8 Bucksmore's Responsibilities

Bucksmore shall:

- 8.1 Deliver the advertised course, using reasonable care and skill.
- 8.2 Provide suitable accommodation in line with advertised material.
- 8.3 Implement safeguarding policies to ensure child welfare regulations are met.
- 8.4 Not guarantee that any request by or on behalf of the student for particular accommodation arrangements with other students (such as sharing rooms with, or being in adjacent rooms to, another student) can or will be met, and the Student acknowledges that accommodation arrangements may be altered by Bucksmore in its absolute discretion at any time before or during the Course.
- 8.5 Consider any request by or on behalf of the student to be allocated a room with an en-suite lavatory, bathroom, or shower room only where it is based upon genuine medical need and has been evidenced by such supporting documentation as Bucksmore may require.

#### 9 Exclusion

- 9.1 Bucksmore reserves the right at any time to exclude from the course and campus premises any student whose behaviour is deemed to be, in the opinion of Bucksmore, unacceptable or against the best interests of the course. Bucksmore has a zero-tolerance policy regarding Psychoactive Substances (informally known in the UK as legal highs), illegal drugs and alcohol. Any student found in possession of, or under the influence of, drugs or alcohol will be excluded from the course. No refund shall apply in these circumstances and Bucksmore shall not be liable for any cost to the student that arises from expulsion from the course.
- 9.2 Bucksmore reserves the right not to issue or to rescind the student's graduation certificate and/or academic reports where the student has in the opinion of Bucksmore breached any or all of the terms contained in this Contract.



## 10 Medical Issues

- 10.1 It is the duty of the parent/guardian to provide Bucksmore with information regarding any medical needs of the student before arrival, in writing. All parent/guardian(s) are required to complete Bucksmore's medical form a minimum of 14 days prior to the course start date.
- 10.2 In the event of a disclosure of any health problem or contagious illness, mental or physical disability, or special education need we may request further detailed information. We will treat any such information under the terms in our Data Protection Policy but may need to share it with health professionals.
- 10.3 Bucksmore are not able to provide trained staff for the administration of injections or the application of creams, ointments or prescribed tablets. If students need to bring any medications, they must be able to administer it themselves.
- 10.4 Any medication students bring with them, must be handed over to the management team for safe storage, or stored securely in the student's room.
- 10.5 Refrigeration facilities can be provided for medications, but notice must be given to Bucksmore, in writing, at the time of booking, or as soon as the medical need arises.
- 10.6 Bucksmore can give paracetamol to students, but only with parental consent. Consent can be given on medical form.
- 10.7 Bucksmore reserves the right to send home students that arrive with undeclared pre-existing medical conditions where this affects our ability to properly look after the student. Bucksmore will not be liable for any losses incurred by the student or parent/guardian as a result of early departure.

### **11** Rules and Regulations

- 11.1 All students are bound by the Rules and Regulations, a copy of which will be made available to all students. Students are expected to abide by these rules and regulations and failure to do so may result in expulsion as laid down in Clause 9.1
- 11.2 Bucksmore reserve the right to search a student's room if it is suspected that they are in breach or breaking the Rules & Regulations.

### 12 Limitation of Liability

12.1 Bucksmore shall not be liable to the student or parent/guardian for any damages, loss, costs, expenses claims or proceedings howsoever arising and whether actual or contingency except for death or personal injury resulting from negligence of Bucksmore, its employees, agents, consultants, subcontractors or suppliers whilst acting within the scope of or in the course of their employment or contract.

### **13** Alterations

13.1 Bucksmore reserves the right to make alterations without prior warning to Course start dates, Course content, and its academic and extracurricular



timetables, depending on the availability of lecturers and other staff and other factors.

#### 14 Marketing

- 14.1 Bucksmore would like to take photographs, record video clips and create other media of students during their course. This media will be used for the purpose of promotional material during the summer and for future marketing/advertising and on our website and social media.
- 14.2 When applying for a course with Bucksmore, please indicate your acceptance (opt in) for us to use such material for the purpose specified in clause 14.1 above by ticking the relevant box on the booking form.

#### 15 Social Media

The student may make reasonable use of social media platforms, provided that:

- 15.1 They do so in accordance with this Contract and the Rules & Regulations, and with any applicable laws;
- 15.2 They do not publish any material which is defamatory, offensive, or illegal;
- 15.3 If the published material refers, features, or includes the image of any other student, they have the permission of that student to publish it;
- 15.4 They comply with the terms of use of any social media platforms which they use, including any terms as to minimum age limits.
- 15.5 The student shall remove or recall any material which has been published immediately upon being asked to do so by or on behalf of Bucksmore insofar as it is within the student's power to do so.