

# WESTONBIRT SUMMER SCHOOL



## **Terms & Conditions of Enrolment - Summer school for students aged 10-16 - July 2022**

Upon registration (which means payment of at least the non-refundable deposit, or confirmation of the Student's place by Westonbirt Summer School), enrolling students and their parents (or where applicable legal guardians) are bound by the following terms and conditions ("this Contract").

The enrolling student and their parents or legal guardians must ensure that they fully understand the terms of this Contract.

As the Student will be aged under 18 at the time of entering into this Contract, a parent or legal guardian must enter into this Contract on the Student's behalf. Both the contracting parent or legal guardian and the Student shall be parties to this Contract.

### **1. Student Information Requirements**

1.1 The Student shall provide Westonbirt Summer School with their full name, address and date of birth, together with any special medical, accommodation, educational or dietary requirements, and any other information requested by Westonbirt Summer School promptly on demand and in any event not later than 60 days prior to the start date of the Course.

### **2. Deposit**

2.1 In order to secure their place on the course, the Student shall pay to Westonbirt Summer School a non-refundable deposit.

2.2 Save as otherwise provided by clause 2.3, this Contract is conditional upon the payment by the Student to Westonbirt Summer School of a deposit of £500 per place. By paying the deposit the Student communicates their acceptance of this Contract.

2.3 Upon receipt of such deposit by Westonbirt Summer School from the Student or on the Student's behalf this Contract shall come into and be of effect.

### **3. Payments**

3.1 Any payment made by the Student (or on the Student's behalf) to Westonbirt Summer School shall be made by bank transfer, or debit or credit card transaction (made by the card holder) only as available.

3.2 The Student is responsible for covering any applicable bank charges when making payments to Westonbirt Summer School.

### **4. Balance payment**

4.1 The sum of 100% of any monies owing to Westonbirt Summer School (including but not limited to the balance of any Course fees) shall be paid by the Student or on the Student's behalf to Westonbirt Summer School not later than 42 days before the start date of the Course.

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4.2 If any amount remains unpaid after its due date, Westonbirt Summer School may charge in addition interest thereon at 2 percent compounded and added to capital per calendar month (or part thereof) from the due date until the date of payment.

4.3 All payments shall be made by the Student or on the Student's behalf without set-off or deduction of any kind in Pounds Sterling by transfer to such bank account as specified by Westonbirt Summer School.

4.4 Prices are subject to change and reasonable notice will be given of any such change. Westonbirt Summer School reserves the right to make changes to Course fees to take account of error, omissions, or other factors beyond Westonbirt Summer School's reasonable control.

4.5 In the event that the Student registers less than 42 days before the start date of the Course they shall pay on registration the full amount of the Course fees.

4.6 For the avoidance of doubt, and without prejudice to any other part of this Contract, the Student will not be permitted to commence the Course if any monies owing to Westonbirt Summer School remain unpaid by the start date of the Course, and in such circumstances Westonbirt Summer School may terminate this Contract pursuant to Clause 6.

## 5. Your right to cancel within 14 days

5.1 The Student has the right to cancel this Contract, without giving any reason, within 14 days of its coming into effect other than as per clause 5.4.

5.2 To exercise the right to cancel, the Student shall inform Westonbirt Summer School of their decision to cancel this Contract by a clear written statement sent by email to [summerschool@westonbirtschool.uk](mailto:summerschool@westonbirtschool.uk) on or before the cancellation deadline.

5.3 If the Student cancels this Contract in accordance with this Clause 5, Westonbirt Summer School shall reimburse to the Student all payments received from them. The reimbursement shall be made without undue delay, and not later than 14 days after the email is received confirming the request to cancel this Contract. Westonbirt Summer School shall make the reimbursement using the same means of payment as the Student used for the initial transaction.

5.4 If the Student requested that the provision of services begin during the Cancellation Period (including by booking a course which commences during the Cancellation Period), the Student shall not be entitled to cancel the contract under Clause 5.

## 6. Cancellations, terminations and refunds not falling within Clause 5

No cancellation shall be of effect unless given in writing by email to [summerschool@westonbirtschool.uk](mailto:summerschool@westonbirtschool.uk). Any such cancellation shall be of effect only from the date of actual receipt by Westonbirt Summer School and shall be on the following terms:

### 6.1 Deposit

The deposit paid will not be refunded after 14 days from payment, other than as set out in Clause 6.2b and 6.4.

### 6.2a Cancellations before start date for any reason other than Covid 19

For the remaining balance of the course fees, the following terms shall apply:

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120 days +	100% Refund	No deposit returned
43-119 days	50% Refund	No deposit returned
0-42 days	0% Refund	No deposit returned

All refunds shall be net of any foreign exchange losses and net of any credit card or other banking or transfer charges and of any similar expenses incurred by Westonbirt Summer School as well as after deduction of an administration charge of 100.00 Pounds Sterling.

## 6.2b Cancellations before the start date due to Covid 19.

If the student either tests positive, is legally required to isolate or is legally not able to travel, due to Covid 19 prior to departure to attend the course, a full refund of all monies paid, including deposit, will be made. Westonbirt will require evidence of the test result or restriction on movement prior to the refund being made. Refunds will be made without delay and within 14 days of evidence being satisfactorily received.

All refunds shall be net of any foreign exchange losses and net of any credit card or other banking or transfer charges and of any similar expenses incurred by Westonbirt Summer School as well as after deduction of an administration charge of 100.00 Pounds Sterling.

## 6.3 Cancellations or terminations on or after start date

Where a cancellation or termination of a course occurs on or after the start date for any reason, the Student shall receive no refund of any course fees already paid or incurred.

## 6.4 Cancellation or postponement by Westonbirt Summer School, and changes to the Course

Westonbirt Summer School reserves the right to cancel the Course owing to insufficient demand or the effects of infectious disease, or where other factors beyond Westonbirt Summer School's reasonable control necessitate it. In such circumstances Westonbirt Summer School will refund the deposit and any other monies paid by or on behalf of the Student, unless it is confirmed that the preference is for the funds to be carried forward and credited against the fees of the postponed Course.

Should the effects of COVID-19 or other infectious disease render it unfeasible in Westonbirt Summer School's sole opinion to operate the Course, it shall be entitled to postpone the Course by up to 12 months. In such circumstances Westonbirt Summer School will refund the deposit and any other monies paid by or on behalf of the Student, unless it is confirmed that the preference is for the funds to be carried forward and credited against the fees of the postponed Course.

Westonbirt Summer School reserves the right, should the effects of COVID-19 or the public health situation, in Westonbirt Summer School's sole opinion, require it or render it prudent to alter Course content substantially from that advertised at the time of booking.

## 6.5 Visa rejections

The Student is referred to Clause 20 for terms in relation to visa rejections.

## 6.6 Insurance

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The Student is provided with Travel Insurance through Endsleigh Insurance. The student and guardians must ensure that they have read and understood the information provided, and by accepting this contract they are confirming acceptance of the cover.

Insurance is confirmed as valid as soon as receipt of the deposit and confirmation of the place has been sent by Westonbirt.

The Student is referred to the insurance section of our website for further details in relation to the provider, policy and cover levels.

The policy offered covers the course and participation of all planned trips and activities with the exception of Polo. Unless updated otherwise, Polo is excluded from the policy and any students wishing to take part in this must ensure they take out their own insurance in the country they are resident to cover this activity.

## 6.7 Postponement

The Student may not postpone their registration or carry forward their fees paid to a subsequent course at a later date. For the avoidance of doubt, this Clause 6.7 is applicable whatever the reason given for requesting a postponement or carrying forward of Course fees paid, other than if the reason is Covid 19 as per Clause 6.2b.

## 6.8 Cancellation before the Course for medical reasons

In the event of the Student becoming ill before the start date of the Course and being unable to attend the Course or any part of it in consequence thereof, no refund of any fees will be made save as provided in Clauses 6.1 and 6.2 above. In the event of this happening the provided insurance policy will provide cover as described in the insurance detail and summary provided at time of booking.

## 6.9 Cancellation during the course for medical reasons

In the event of the Student becoming ill during the Course no refund of any fees will be made. In the event of this happening the provided insurance policy will provide cover as described in the insurance detail and summary provided at time of booking.

## 6.10 Absence without cancellation

The Student shall not under any circumstances, unless explicitly permitted, absent himself from the Campus or withdraw himself from the Course without having made a written cancellation in accordance with this Clause 5.

## 7. Termination

7.1 Westonbirt Summer School shall be entitled to terminate this Contract by written notice to the Student if:

- (a) payment of 100% of any monies owing to Westonbirt Summer School (including the balance of any Course fees) has not been made by at least 42 days before the start date of the course; or
- (b) without prejudice to Clause 7.1(a) the Student commits any breach of the provisions of this Contract or the Rules & Regulations;
- (c) the Student, in the absolute discretion of Westonbirt Summer School, does not and cannot meet the minimum capabilities required by their Course;

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(d) the Student or anyone acting on their behalf uses language which Westonbirt Summer School in its absolute discretion considers threatening, obstructive, offensive, or abusive in communication, whether written or oral, with Westonbirt Summer School, its staff or other students.

## **8. Complete or partial termination**

8.1 Westonbirt Summer School accepts no responsibility for any loss or damage suffered by the Student as a result of termination of this Contract pursuant to Clause 7.1 only, including the cost of alternative accommodation, air fares, or other travel expenses for the Student or any other person.

8.2 Following the point of termination (where this occurs after the Course has begun, or after the Student has begun to travel to the Course) for whatever reason and without prejudice to Clause 8.1 the Student's parent or legal guardian shall be entirely responsible for the Student's return to their home or the Student's travel to another next destination at entirely their own cost. Where termination occurs (for whatever reason) after the Course has begun, Westonbirt Summer School may require the parents or legal guardian of the Student, or another responsible adult as permitted in writing by the Student's parent or legal guardian, to collect the Student from the Campus within 24 hours of the time at which the Student is informed of this Contract's termination, and informing the Student that they have been expelled from the Course shall be treated as having informed the Student of the termination of the Contract. Westonbirt Summer School will make reasonable efforts to contact the parent or legal guardian of the Student using the contact details provided during registration.

8.4 After termination of this Contract (for whatever reason), Westonbirt Summer School shall have no further responsibility toward the Student under this Contract. Where the Student has not permanently departed the school within the prescribed time Westonbirt Summer School reserves the right, and shall be entitled, to move the Student from the dormitory or bedroom in which they have been residing to another dormitory or bedroom within the school. The Student shall not be entitled or permitted to participate in any further lessons or activities at the school.

## **9. The Student's responsibilities**

9.1 The Student undertakes with Westonbirt Summer School:

(a) if requested by Westonbirt Summer School to provide satisfactory (to Westonbirt Summer School) references in respect of himself;

(b) to behave responsibly and not to damage any property belonging to Westonbirt Summer School, to the School or to any other person;

(c) not to undertake any activity that may be liable (in the opinion of Westonbirt Summer School) to bring Westonbirt Summer School or Westonbirt School into disrepute;

(d) not to smoke at any time while on the course, and in particular not to smoke in any room on the school; in the event of noncompliance, smoke detectors may trigger the alarm;

(e) Not to commit any act which breaches the criminal law of, or infringes the civil rights of any other person under UK law;

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(f) to follow all instructions communicated or otherwise published by or on behalf of the School and other venues (whether or not Course activities are held there) with respect to security, health and safety regulations, and personal and public safety;

(g) not to affix or attach anything to or otherwise decorate the whole or any part of the School or any other venues (whether or not Course activities are held there).

9.2 As provided in Clauses 7 and 8 (and without prejudice to those clauses) Westonbirt Summer School reserves the right at any time to exclude from the Course and to terminate this Contract in respect of any Student whose behaviour is, in the opinion of Westonbirt Summer School, unacceptable or an unacceptable nuisance or annoyance to other Students or to others on the premises of the Campus or elsewhere and Clause 6.3 (no refunds) shall apply. Westonbirt Summer School also reserves the right at any time (including before commencement of the Course) to exclude from the Course and the premises of the Campus and to terminate this Contract where it reasonably believes that the behaviour of the Student is likely to result in a breach of the Rules & Regulations or to be (in the sole opinion of Westonbirt Summer School) unacceptable, or where the Student has breached the Rules & Regulations on any other course operated by or on behalf of Westonbirt Summer School, and Clause 6.3 shall apply.

9.3 The Student is bound by the Rules & Regulations and such other rules or regulations as may be notified to them whether before or after registration for the Course. Failure to abide by such rules and regulations is aimed to be dealt with immediately and may lead to expulsion from the Course and termination of this Contract pursuant to Clauses 7 and 8.

9.4 Westonbirt Summer School reserves the right to refer instances of what it perceives to be obstructive, disruptive, illegal or aggressive behaviour by the Student to the appropriate authorities or security staff and/or the local police.

## 9B Westonbirt Summer School's responsibilities

9B.1 Westonbirt Summer School shall deliver the Course, using reasonable care and skill.

9B.2 The Course fees include provision to the Student of suitable accommodation.

9B.3 Westonbirt Summer School gives no 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 Westonbirt Summer School in its absolute discretion at any time before or during the Course.

9B.4 Bedrooms at the school are likely to be standard accommodation of the usual students; as such some of bedrooms are shared and do not have en-suite lavatories or bathrooms. Any request by or on behalf of the Student to be allocated a room with an en-suite lavatory, bathroom, or shower room will be considered by Westonbirt Summer School only where it is based upon genuine medical need, and has been evidenced by such supporting documentation as Westonbirt Summer School may require.

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## 10. Rules & Regulations

10.1 The Student is bound by, and shall abide by, the Rules & Regulations from time to time in force, a copy of which will be made available to all students prior to the start of the course.

## 11. Control of infectious diseases

11.1 For the protection of other students, its staff members, and the general public, Westonbirt Summer School may require the Student to take a test (in such form as Westonbirt Summer School shall in its absolute discretion determine, such as a temperature check, a lateral flow test, or laboratory-based sample testing) for COVID-19 or any other infectious disease upon arrival for the Course and periodically throughout the Course.

11.2 Should the Student return a positive result on arrival or during the Course, Westonbirt Ltd shall be entitled to refuse entry to the Course, and may make arrangements for the student to undertake any period of quarantine or self-isolation mandated by the British Government. Such arrangements are likely to be on site and staffed by course staff but isolated from others on the course for the mandated period.

## 12. Limitation of liability

12.1 Westonbirt Summer School shall not be liable to the Student for any damages, loss, costs, expenses, claims or proceedings howsoever arising and whether actual or contingent arising in connection with the performance or contemplated performance of this Contract except for death or personal injury resulting from negligence of Westonbirt Summer School, its employees, agents, consultants, subcontractors or suppliers, whilst acting within the scope of or in the course of their employment or contract.

12.2 Without limiting the generality of this Clause 11 or of the Contract as a whole, Westonbirt Summer School will not accept liability in the following circumstances:

- (a) loss of or damage to personal belongings;
- (b) if the failure or breach of this Contract is in whole or in part the fault of the Student;
- (c) if the failure or breach of this Contract is in whole or in part attributable to any unusual or unforeseeable circumstances beyond Westonbirt Summer School's control, the consequences of which could not have been avoided even if all reasonable care had been exercised; or
- (d) if the failure or breach of this Contract is in whole or in part attributable to any event which Westonbirt Summer School or the supplier of any service, even with all reasonable care, could not foresee or forestall.

12.3 Where Westonbirt Summer School makes any payment to the Student arising from this Contract, by the acceptance of such payment the Student thereby assigns to Westonbirt Summer School or its insurers any rights it may have to pursue any other third party. The Student must thereafter provide Westonbirt Summer School and its insurers with all assistance requested in the pursuit of any such claims.

## 13. Force majeure

Without prejudice to Clause 12, Westonbirt Summer School shall not be deemed to be in breach of this Contract or otherwise be liable to the Student for non-performance or part-performance only or delay in performance of any obligation under this Contract arising wholly or partially out of circumstances beyond its control including but not limited to occurrences or threatened or suspected occurrences of activities of

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suspected terrorists, human or animal disease (including COVID-19 and any future pandemic), fire or flood, natural disaster, disruption to air traffic, withdrawal or non-availability of services or facilities by any third party, or direction of any competent local or national authority or fear of any such.

## **14. Assignment**

14.1 This Contract is personal to the Student who may not assign or dispose of any of their rights hereunder or sub-contract or otherwise delegate any of their obligations hereunder.

14.2 Westonbirt Summer School shall be entitled to assign the benefit and/or burden of this Contract to any person or company without requiring any consent of the Student.

## **15. Notices and service**

15.1 Any notice or other information required or authorised by this Contract to be given by either party to the other may be given by hand or sent (by first class pre-paid post, fax transmission or email), in the case of Westonbirt Summer School at the addresses stated in Clause 5, and in the case of the Student at their address as stated in the last communication of each type received from them.

15.2 Any notice or other information sent by fax transmission, email or comparable means of communication shall be deemed to have been duly given on the date of transmission provided that, in the case of a fax, confirmation of transmission has been generated, and in the case of email, no "failed delivery" message has been received by the sender.

15.3 Service of any legal proceedings concerning or arising out of this Contract may be affected by causing the same to be delivered to any address provided by the Student or his parent or legal guardian or to such other address as may from time to time be notified in writing by the party concerned.

## **16. Governing law and jurisdiction**

The interpretation and performance of this Contract shall be subject in all respects to English law and the Student hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any difference, claim, or dispute (including any non-contractual difference, claim, or dispute) that may occur as between the parties to this Contract in relation to this Contract, its meaning, performance, subject-matter, or formation, or in relation to any other matter.

## **17. No relationship of partnership, agency, or employment**

Nothing in this Contract shall create, or be deemed to create, a partnership or the relationship of principal and agent or employer and employee between Westonbirt Summer School and the Student or any other person.

## **18. Alterations**

Without prejudice to any other clause of this Contract, Westonbirt Summer School reserves the right to make alterations without prior warning to Course content, and its academic and extracurricular timetables, depending on the availability of lecturers and other staff and other factors, as well as to the Rules & Regulations.

## **19. Insurance**



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Insurance for students is provided. Details are made available at time of booking and are available in multiple languages on our website.

The policy offered covers the course and participation of all planned trips and activities with the exception of Polo. Unless updated otherwise, Polo is excluded from the policy and any students wishing to take part in this must ensure they take out their own insurance in the country they are resident to cover this activity.

## 20. Visas

20.1 The Student is strongly advised to ensure that they have an appropriate visa for study in the UK covering the Course dates and that they can comply with all other UK entry and residence requirements before payment of any fees to Westonbirt Summer School or incurring any travel costs, as under no circumstances will any refund be made on grounds of lack of visa or similar travel documents required to enter the UK legitimately, save in accordance with the cancellation provisions set out in Clause 5, and Westonbirt Summer School shall bear no liability for the Student's inability to participate in all or any part of the Course as a consequence of the Student's failure to obtain such documentation.

20.2 The Student shall comply fully with any applicable immigration laws when entering the country in which the Course is held.

## 21. Representation

The Student undertakes with Westonbirt Summer School:

(a) not to make trade mark use of any name, trade mark or logo of Westonbirt Summer School or Westonbirt School

## 22. Communication of this Contract

22.1 Westonbirt Summer School shall communicate to the Student the terms contained in this Contract at several times and formats to ensure that such terms are successfully received and understood.

22.2 Specifically this Contract will be:

(a) presented every day online (save during reasonable downtime for website maintenance) on our website which may be viewed and printed off in full at any time

(b) presented as a hyperlink as a part of the online application process. Registration will require confirmation of the contract being read and understood via a tick box.

## 23. Marketing, photography and videos

23.1 Subject to Clause 23.3 the Student agrees to participate in promotional activities undertaken by Westonbirt Summer School which include photography, videoing, recording and other such activities.

23.2 These activities may result in the production of materials featuring the Student such as brochures, posters, websites, newsletters and marketing campaigns, as well as in the use of the Student's image (whether moving or still) or voice in social media posts.

23.3 Where desired the Student is able to opt out in advance of arrival on campus of involvement in such marketing by sending an email to [summerschool@westonbirtschool.uk](mailto:summerschool@westonbirtschool.uk).

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## 24. Press / media

24.1 Subject to Clause 23.2, the Student shall not during the Course make any statement or give any interview to the media or publish any material whether online or otherwise in relation to Westonbirt Summer School or any of its employees, members or workers or its clients or business referrers without the prior written consent of a company director of Westonbirt Summer School.

24.2 The Student may make reasonable use of social media platforms, provided that they do so in accordance with this Contract and the Rules & Regulations, the terms of use of any social media platforms and with any applicable laws.

## 25. Medical, Religious, Disability, Learning and other Policies and Procedures

25.1 It is extremely important that the Student familiarises themselves with information regarding the medical, religious, disability, learning and other policies and procedures as presented on Westonbirt Schools website. This webpage contains very important information for the Student and their parent or legal guardian to consider carefully prior to enrolling on to a course. The Student accepts, and agrees to abide by, the policies and procedures, as amended from time to time.

25.2 Westonbirt Summer School will require the Student's parent or legal guardian to complete a medical and dietary information form prior to the Student's arrival in the UK. The Student's parent or legal guardian shall submit the completed form not less than 42 days prior to the start of the Course; it is essential to the safety and wellbeing of each Student that the form is completed accurately and fully. If the information given on the form changes at any time prior to the end of the course, the Student's parent or legal guardian shall notify Westonbirt Summer School forthwith of any changes.

### 25B. Data processing

25B.1 Westonbirt Summer School's Privacy Notice for Parents, Legal Guardians, Customers and Students ("the Privacy Notice"), which is available at [www.Westonbirt.org](http://www.Westonbirt.org), sets out, amongst other information, what personal data Westonbirt Summer School collects, the ways in which that data is used, and with whom that data may be shared.

25B.2 For the avoidance of doubt, and without prejudice to any other legal basis which Westonbirt Summer School may have for processing that data, the Student consents to Westonbirt Summer School processing their personal data in accordance with the Privacy Notice.

## 26. Complaints procedure

The Student is entitled to make a complaint by following the complaints procedure documented on Westonbirt Schools website at [www.westonbirt.org](http://www.westonbirt.org).

## 27. Value Added Tax (VAT)

All prices stated by Westonbirt Summer School in its electronic and paper marketing materials are inclusive of VAT (where applicable).