Terms and Conditions for Summer Schools

Wishford Summer Schools (hereafter "**Summer Schools**") are jointly operated by Wishford Education Ltd. (25-27 High Street, Corsham, Wiltshire, SN13 0ES, hereafter the "**Group**", "**We**", "**Us**" and "**Our**") and by Schools that are owned and/or operated by the **Group**.

This document sets out the Terms and Conditions for booking a place and attending our **Summer Schools**.

1. Definitions

1.1 For the purposes of this document, the following definitions shall apply:

Arrival date	the first day of the **Student**'s course on our **Summer School**
Contract	the terms and conditions set out in this document
Course	educational programme(s) booked on our **Summer School**
Fees	the fees for **Educational Programmes** to be paid by the **Students** to the **Group** or **School,** excluding any value added tax or other sales tax on them and payments for optional transfer and other services or products
Force Majeure	any cause preventing either **Party** from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the **Party** so prevented including, without limitation, strikes, lockouts or other industrial disputes (whether involving the workforce of the **Party** so prevented or any other **Party**) act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, or storm.
Parent	a parent or legal guardian for a **Student**
Rules & Regulations	all rules and regulations that the **Student** is bound by, and shall abide by, as communicated by **Us** to the **Student** prior to the **Arrival date** or during the **Course**
School	Hatherop Castle School, Westonbirt School, or any other school or business that is owned or operated by the Wishford Education Group
Student	the person who will be attending the **Educational Programme**, ~~whom the **Agent** introduces to the **Group** or a **School**~~

2. Booking

2.1 Upon registration for any of our **Courses** (which, for the avoidance of doubt, means completing our online or offline registration form or registering through one of our partner agents), **Student** and **Parents** accept to be bound by this **Contract.**

2.2. As the **Student** will be aged under 18 at the time of entering this **Contract**, a **Parent** must enter into this **Contract** on the **Student**'s behalf.

2.3 The **Student** and **Parent** shall provide **Us** with their full name, address date of birth, along with any special medical, accommodation, educational or dietary requirements, travel details and any other information requested by **Us** for the purpose of safe and high quality delivery of the **Summer School** promptly on demand, and in any event not later than 60 days prior to the start date of the **Student**'s arrival date or the date of booking, whichever is later.

3. Deposits and payments

3.1 In order to secure their place on our **Summer School**, the **Student** shall pay the **School** a non-refundable deposit (hereafter **"Deposit"**).

3.2 Any payment made by the **Student** (or on the **Student**'s behalf) to **Us** shall be made through our dedicated payment provider, as communicated at the time of booking, in Pounds Sterling.

3.3 The **Student** is responsible for covering any applicable bank charges when making payments to **Us**.

3.4 Any monies owed to **Us** (including but not limited to the balance of any **Fees**) shall be paid by the **Student** or on the **Student**'s behalf to **Us** not later than 42 days before the **Arrival date**.

3.5 If any amount remains unpaid after its due date, **We** may charge in addition interest thereon at 6 percent compounded and added to capital per calendar month (or part thereof) from the due date until the date of payment.

3.6 Prices are subject to change, and reasonable notice will be given of any such change. **We** reserve the right to make changes to **Fees** to take account of error, omissions, or other factors beyond **Our** reasonable control.

3.7 In the event that the **Student** registers less than 42 days before their **Arrival date,** they shall pay all **Fees** on registration.

3.8 For the avoidance of doubt, and without prejudice to any other part of this **Contract**, the **Student** will not be permitted to commence their **Course** if any monies owing to **Us** remain unpaid by the start date of the **Course**, and in such circumstances, **We** may terminate this **Contract** pursuant to Clause 5.

3.9 Instalment Plan Requests: Students may request to pay fees via an instalment plan, provided the request is submitted via email, to summerschools@wishford.co.uk, no later than 30 days before the final instalment plan deadline. For the 2027 programme, this means requests must be received by 21 April 2027. Instalment plans are subject to approval and may include specific payment dates, administrative fees or interest.

3.10 Final Payment Deadline: All fees must be paid in full no later than 4 weeks before arrival. Failure to meet this deadline may result in cancellation of enrolment and forfeiture of any payments made.

3.11 Any bookings made less than 4 weeks before the **Student**'s first day at Summer School will require payment in full to secure their place.

4. Cancellation within 14 days

4.1 The **Student** or **Parent** has the right to cancel this **Contract**, without giving any reason, within 14 days of its coming into effect (hereafter "**Cancellation Period**") other than as per Clause 4.4.

4.2 To exercise the right to cancel, the **Student** or **Parent** shall inform **Us** of their decision to cancel this **Contract** by a clear written statement sent by email to summerschools@wishford.co.uk on or before the end of the **Cancellation Period**.

4.3 If the **Student** or **Parent** cancels this **Contract** in accordance with this Clause 4, **We** shall reimburse to the **Student** or **Parent** 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**. **We** shall make the reimbursement using the same means of payment as the **Student** or **Parent** used for the initial transaction.

4.4 If the **Student** or **Parent** requested that the provision of services begin during the **Cancellation Period** (including by booking a course which commences during the **Cancellation Period**), the **Student** or **Parent** shall not be entitled to cancel the contract under this Clause 4.

5. Cancellations, terminations and refunds beyond 14 days

5.1 No cancellation shall be of effect unless given in writing by email to summerschools@wishford.co.uk. Any such cancellation shall be of effect only from the date of actual receipt by **Us** and shall be on the terms set out in this Clause 5.

Deposits

5.2 Any **Deposit** paid will not be refunded after 14 days from payment, other than as set out in Clause 5.6.

Cancellations before the Arrival date

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

Time before Arrival date	Amount of refund
120+days	100% refund – no deposit returned
43-119 days	50% refund – no deposit returned
0-42 days	0% refund – no deposit returned

5.4 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 **Us** as well as after deduction of an administration charge of 100.00 Pounds Sterling.

Cancellations or terminations on or after the Arrival date

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

Cancellation, changes or postponement by Us

5.6 **We** reserve the right to cancel or postpone the **Course** by up to 12 months owing to insufficient demand or the effects of infectious disease, or where other factors beyond **Our** reasonable control necessitate it. In such circumstances **We** 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**.

5.7 **We** reserve the right, should the effects of COVID-19 or the public health situation, or other factors beyond **Our** reasonable control, in **Our** sole opinion, require it or render **Us** prudent, to alter **Course** content substantially from that advertised at the time of booking.

Visa rejections

5.8 The **Student** is referred to Clause 16 for terms in relation to visa rejections.

Postponement

5.9 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 5.9 is applicable whatever the reason given for requesting a postponement or carrying forward of **Fees** paid.

Cancellation for medical reasons

5.10 In the event of the **Student** becoming ill before the **Arrival date** or during 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 5.3 and 5.6 above. In the event of this happening, the provided insurance policy will provide cover, as per Clause 15.

Absence without cancellation

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

6. Termination

6.1 **We** shall be entitled to terminate this **Contract** by written notice to the **Student** if:

(a) payment of 100% of any monies owing to **Us** (including the balance of any **Fees**) has not been made by at least 42 days before the start date of the course; or

(b) without prejudice to Clause 6.1(a) the **Student** commits any breach of the provisions of this **Contract** or the **Rules & Regulations**;

(c) the **Student**, in **Our** absolute discretion, does not and cannot meet the minimum capabilities required by their **Course**;

(d) the **Student** or anyone acting on their behalf uses language which **We** in **Our** absolute discretion consider threatening, obstructive, offensive, or abusive in communication, whether written or oral, with **Us**, **Our** staff or other students.

6.2 **We** accept no responsibility for any loss or damage suffered by the **Student** as a result of termination of this **Contract** pursuant to Clause 6.1 only, including the cost of alternative accommodation, air fares, or other travel expenses for the **Student** or any other person.

6.3 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 6.1, the **Parent** 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, **We** may require the **Parent**, or another responsible adult as permitted in writing by the **Parent**, to collect the **Student** from the **School** 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**. **We** will make reasonable efforts to contact the **Parent** using the contact details provided during registration.

6.4 After termination of this **Contract** (for whatever reason), **We** shall have no further responsibility toward the **Student** under this **Contract**. Where the **Student** has not permanently departed the **School** within the prescribed time, **We** reserve 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**.

7. The Student's responsibilities

7.1 The **Student** undertakes with **Us**:

(a) if requested by **Us**, to provide references in respect of themself that are deemed, in **Our** absolute discretion, satisfactory;

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

(c) not to undertake any activity that, in **Our** absolute discretion, may be liable to bring **Us** into disrepute;

(d) not to behave in an abusive way towards, or take part in bullying of any other person;

(d) not to smoke at any time while on the course, and in particular not to smoke in any room on the **School**;

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

(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).

7.2 As provided in Clauses 5 and 6 (and without prejudice to those clauses) **We** reserve the right at any time to exclude from the **Course** and to terminate this **Contract** in respect of any **Student** whose behaviour is, in **Our** sole discretion, unacceptable or an unacceptable nuisance or annoyance to other **Students** or to others on the premises of the **School** or elsewhere. **We** also reserve the right at any time (including before commencement of the **Course**) to exclude from the **Course** and the premises of the **School** and to terminate this **Contract** where **We** reasonably believe that the behaviour of the **Student** is likely to result in a breach of this **Contract** or the **Rules & Regulations**, or to be, in our sole opinion, unacceptable, or where the **Student** has breached the **Rules & Regulations** on any other course operated by **Us** or on **Our** behalf.

7.3 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 5 and 6.

7.4 **We** reserve the right to refer instances of what **We** perceives to be obstructive, disruptive, illegal or aggressive behaviour by the **Student** to the appropriate authorities or security staff.

8. Our responsibilities

8.1 **We** shall deliver the **Course**, using reasonable care and skill.

8.2 The **Fees** include provision to the **Student** of suitable accommodation.

8.3 **We** give 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 **Us** in **Our** absolute discretion at any time before or during the **Course**.

8.4 Bedrooms at the **School** are likely to be standard accommodation of the usual students; as such, some of the bedrooms are shared, and most of them 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 **Us** only where it is based upon genuine medical need, and has been evidenced by such supporting documentation as **We** may require.

9. Limitation of liability

9.1 **We** 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 **Us**, **Our** employees, agents, consultants, subcontractors or suppliers, whilst acting within the scope of or in the course of their employment or contract.

9.2 Without limiting the generality of this Clause 9 or of the **Contract** as a whole, **We** 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 **Our** 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 **We** or the supplier of any service, even with all reasonable care, could not foresee or forestall.

9.3 Where **We** make any payment to the **Student** arising from this **Contract**, by the acceptance of such payment the **Student** thereby assigns to **Us** or **Our** insurers any rights they may have to pursue any other third party. The **Student** must thereafter provide **Us** and its insurers with all assistance requested in the pursuit of any such claims.

10. Force majeure

10.1 Without prejudice to Clause 9, **We** 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 **Force majeure**.

11. Assignment

11.1 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.

11.2 **We** 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**.

12. Notices and service

12.1 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 or email), in **Our** case to **Our** address as specified in this **Contract** or to summerschools@wishford.co.uk, and in the case of the **Student** at their or their **Parent**'s address as stated in the last communication of each type received from them.

12.2 Any notice or other information sent by email or comparable means of communication shall be deemed to have been duly given on the date of transmission provided that no "failed delivery" message or similar notification has been received by the sender.

12.3 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 **Parent** or to such other address as may from time to time be notified in writing by the party concerned.

13. Governing law and jurisdiction

13.1 The interpretation and performance of this **Contract** shall be subject in all respects to English law and the **Student** and **Parent** hereby irrevocably submit 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.

14. Alterations

14.1 Without prejudice to any other clause of this **Contract**, **We** reserve 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**.

15. Insurance

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

15.2 Insurance is confirmed as valid as soon as receipt of the **Deposit** and confirmation of the booking has been sent by **Us**.

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

15.4 The policy offered covers the course and participation of all planned trips and activities with the exception of activities specified in Clause 15.5.

15.5 The policy does not cover polo and show jumping, which are part of the Horse Riding Masterclass. Unless updated otherwise, polo and show jumping are excluded from the policy, and any **Student** wishing to take part in the Horse Riding Masterclass must ensure they take out their own insurance in the country they are resident to cover these activities.

16. Visas

16.1 The **Student** is strongly advised to ensure that they have an appropriate visa for study in the UK covering the entire duration of the **Course** and that they can comply with all other UK entry and residence requirements before payment of any fees to **Us** 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 **We** 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.

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

17. Marketing, photography and videos

17.1 Subject to Clause 17.3, the **Student** agrees to participate in promotional activities undertaken by **Us** which include photography, videoing, recording and other such activities.

17.2 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.

17.3 Where desired, the **Student** or **Parent** is able to opt out in advance of arrival on campus of involvement in such marketing by sending an email to summerschools@wishford.co.uk. or confirming their 'opt out' on the 'Student Welfare, Medical and Travel Form'.

18. Press and media

18.1 The **Student** shall not make any statement or give any interview to the media or publish any material whether online or otherwise in relation to **Us** or any of **Our** employees, members or workers or its clients or business referrers without **Our** prior written consent, except for such activities directed by **Us**, pursuant to Clause 17.1.

18.2 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.

19. Other policies and procedures

Student Welfare, Medical and Travel Form

19.1 **We** will require the **Parent** to complete a medical, dietary and travel 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 **Arrival date** accurately and fully. If the information given on the form changes at any time prior to the end of the **Course**, the **Parent** shall notify **Us** forthwith of any changes.

Data processing

19.2 **Our** Privacy Notice for Parents, Legal Guardians, Customers and Students ("the Privacy Notice"), which is available on our website, sets out, amongst other information, what personal data **We** collect, the ways in which that data is used, and with whom that data may be shared.

19.3 For the avoidance of doubt, and without prejudice to any other legal basis which **We** may have for processing that data, the **Student** and **Parent** consents to **Us** processing their personal data in accordance with the Privacy Notice.

20. Complaints

20.1 The **Student** or **Parent** is entitled to make a complaint by sending an email to **Us** at summerschools@wishford.co.uk.

21. Value Added Tax (VAT)

21.1 All prices stated by **Us** in **Our** electronic and paper marketing materials are inclusive of VAT (where applicable).