Academic Summer - Terms for Booking Courses

Thank you for choosing Academic Summer. We are sure your child and Student will have a great learning experience with us and will return home even more motivated to learn and grow! Please note that parents should read these terms, as they will apply whether you book directly with us or through an Agent or Educational Tour Operator (ETO).

We ask that you read these terms and conditions carefully and ensure you that you and the Student fully understands the conditions of the booking and attendance on their Course. If you are registering a Student on a Course who is under the age of 18, you agree to these terms and booking information on their behalf. References to 'you' or 'your' include the person or business who booked a Course.

These terms may have changed since you last reviewed them. Please contact us if you are unsure of which version applied when you purchased a Course.

If these terms change part-way through your receipt of a Course, we will gain your consent before any such changes apply to that Course. The latest version of these terms will automatically apply to any new Course purchased.

We are accredited by <u>British Accreditation Council (BAC) as a short course provider</u> and are members of Quality English.

We also have a duty of care towards Students under the Children Act 1989 and regulatory obligations under the Safeguarding Vulnerable Groups Act 2006 for carrying out checks and certification on the UK Government Disclosure and Barring Service on anyone we employ to provide any part of the Course who comes into contact with Students. Please refer to our Safeguarding Statement for more information.

Where to find information about us and our Courses

You can find everything you need to know about us, Academic Summer, and our Courses on our website, and in our <u>magazine</u>, <u>Handbook</u> or from our sales staff. We also confirm the key information to you in writing in your offer confirmation letter when you book a place, including:

- a. Duration of the Course in days;
- b. Type of accommodation;
- c. Details of lessons:
- d. Details of other activities;
- e. Fees, including initial payments and when charges become due;
- f. Additional charges, like for additional activities and late arrivals.

You can also contact us using the details below:

Email: info@academiccamp.org

Telephone: +44 20 3935 9370 (UK) / +1 77838 15762 (Canada)

Website: www.academiccamp.org

We don't give business customers all the same rights as consumers

They have different rights where there is a problem with a Course and we don't compensate them in the same way for losses caused by us or our Course. Where a term applies just to businesses or just to consumers, this is clearly stated. You are a business customer if you are buying a Course wholly or mainly for use in connection with your trade, business, craft or profession, even if you are an individual.

If you are a business customer, this is our entire agreement with you

If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by us or on our behalf which is not set out in these terms and that you have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these terms.

How to confirm your booking and the medical information we require

By submitting your booking, you are confirming your acceptance to these terms and a Student's participation in all activities, sports and trips involved on the Course.

We will contact you via email to confirm we've received your booking and to confirm we accept it.

We will normally charge you an initial payment 14 days after we confirm the booking and then the remaining balance must be paid no later than 5 weeks before the Course is due to start (as detailed in your booking confirmation). We will not provide the Course without payment in full.

If the Course is part of a group booking, we will request a damage deposit on arrival. Please note that you must declare any health-related conditions (including disabilities, medical conditions and dietary requirements) about the Student in your booking, and continue to do so if anything changes before during the Course. Failure to do so may result in asking a Student to leave a Course with no refunds being given.

You must advise us of any special dietary requirements of a Student. A Student must not travel if it is against the advice of a doctor or other relevant healthcare professional. We do not take responsibility for any medical complications arising due to non-disclosure of information on the medical form provided to us. If you do not inform us of a relevant medical condition or if the Student requires regular supervision for medical reasons, we may need to cancel the Course and the Student must leave and arrange an earlier flight home. There will be no refund of the fees in these circumstances, and you must pay the total cost of the Student's return travel. We also cannot offer an alternative Course.

In the case of a Student with a disability, we will assess whether we can provide appropriate care in the leased school, and the decision to accept the Student on the Course will be based on this.

You agree that any medication brought to the Course by the Student, may be given to camp counsellors on arrival and the Student may not be able to keep it in their bedrooms. We will only accept responsibility for medicines which a doctor prescribes.

We will try to obtain prior consent for emergency medical treatment from parents or an emergency contact. If we cannot make contact, we will decide on treatment as a doctor or appropriate medical professional recommends. If a virus or epidemic causes a health risk, we will follow professional/government advice. Please see the section titled 'We're not responsible for delays outside our control'.

We request that the parents complete and sign our medical questionnaire as part of our online booking form. We must have the parents' up to date contact details.

Non-prescribed medications may be given to Students to treat minor illnesses or injuries. These include Paracetamol/Acetaminophen, travel sickness tablets, cough and throat medication, anaesthetic creams and sprays, sprays for blocked noses, Ibuprofen, Antihistamine tablets/sprays, plasters and eye drops. You must inform us on the medical consent form if you do not wish the Student to be given non-prescribed medications. Students can access an online doctor through our insurance provider, Guard Me. Please find more information here.

We ask for an emergency contact of the Student who speaks English and is available 24 hours a day to be added to the booking.

Sometimes we reject bookings

Sometimes we reject bookings, for example, because a Course is overbooked or we otherwise do not have the capacity to provide it for one or more reasons (sometimes related to health). When this happens, we let you know as soon as possible.

If you are a business customer, you have no set-off rights.

If you are a business customer, you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

We charge interest on late payments

If we're unable to collect any payment you owe us, we charge interest on the overdue amount at the rate of 4% a year above the Bank of England base rate from time to time. This interest accrues on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You pay us the interest together with any overdue amount.

If you are a business customer, we will reserve the right to also charge you any late payment charges permitted under section 5A of the Late Payment of Commercial Debts (Interest) Act 1998.

We're not responsible for delays outside our control

If our supply of a Course is delayed by an event outside our control, we will contact you as soon as possible to let you know and do what we can to reduce the delay. We won't compensate you for the delay, but if the delay is likely to be substantial or the Course is cancelled, we will endeavour to offer you an alternative Course on a different date to be agreed with you. You can contact us using our details at the beginning of these terms. Delays outside our control could include natural disasters, pandemics or government restrictions that affect travel.

Courses can vary slightly from their descriptions and reviews/testimonials

Although we try and ensure all Students enjoy every part of their Course, Students' experiences can vary from one to the other. We therefore cannot represent the accuracy of Course descriptions and testimonials.

You are responsible for making all relevant visa applications and insurance Once we have received full payment (due 5 weeks before the Course start date), we will provide a letter or custodian declaration to support a Student's visa application (if required). However, you are solely responsible for applying for the relevant visa to allow that Student to visit the United Kingdom or Canada (whichever is applicable) and attend the full Course. If you booked through an agent, they can help you with this.

Please note that hard copies of letter and custodian declaration will incur a charge, which we will inform you of at the time of your request.

We cannot accept any responsibility for visa applications. Please <u>follow this link</u> for more information on the Guard Me travel insurance policy. You must communicate with Guard Me directly about any claim.

You can find a summary of the cover and claim contact numbers at the front of the booklet. Questions can also be answered via the <u>Student Help Centre</u> on the Guard Me website. Although you must check the policy wording, key features of the Guard Me travel insurance includes:

- Protection against cancellation or curtailment, including visa refusals
- Medical expenses: £10,000,000 (public and private treatments and hospitals)
- <u>Digital Doctor</u> giving 24/7 medical doctor telephonic and video support
- 24-hour helpline for medical emergencies
- Baggage, personal money and travel documents
- Third-party liability: £2,500,000
- No excess

You are also solely responsible for any other insurance you would like to take out, such as protection for loss or damage to personal property.

Personal Belongings

- Students are responsible for their belongings.
- Academic Summer are not liable for lost, stolen or damaged items. We advise you to avoid bringing valuables.
- We recommended you take out your own insurance for any expensive personal belongings that you bring with you as these are not covered under GuardMe.

You are responsible for arranging travel to the country in which the Course is based Included in the fees for the Course is travel insurance, which is only available for Students travelling from overseas to attend their Course and board in included accommodation. This is provided by Guard Me, who are a third party.

Please do not book any flights until the Student's visa application has been accepted, the Course, accommodation, and all other arrangements necessary for the Student's participation on the Course, has been confirmed by us.

When the Student arrives (in the UK or Canada)

When the Student arrives in the airport in the UK, we will arrange for the Student to meet one of our camp counsellors in their arrival terminal, who will take them to our reception centre at Hilton Terminal 4, where we will provide registration, refreshments and entertainment. They will then board a coach or other travel arrangement to take them to the school or accommodation in relation to the Course.

For the UK, we may be able arrange to meet the Student in other airports in the UK, but this may incur an additional charge.

For Canada, we only provide meet and greet / transfers from Montreal on set dates published on our website.

Any further details in relation to being collected from the airport will be communicated to the Student via email, and they may be able to contact our representative at the airport via phone. If the Student travels directly to one of our host schools in the UK, they must arrive between 15.00 and 18.00 on the confirmed day of arrival. For direct arrival to our host school in Canada please contact us to arrange a convenient time.

Please notify us of any delays. If a delay in the Student's flight or anything else occurs that means they do not meet us at the confirmed collection point at the designated time, we may charge for this delay.

Unless told otherwise, all departures from schools must be made before 11:00am on the day they are due to leave. If students have later flights, they will be able to use the facilities at our reception centre at Hilton Terminal 4 and we will help them check in for their flights at the appropriate time.

We charge you extra if you don't give us information we need, or when you change a Course

We charge you additional sums if you don't give us information we've asked for about any special provisions the Student requires during their stay (in relation to health, for example) or if the Student changes Courses. This will typically be an admin fee of £50 (or 100 CAD for Canada) together with any applicable costs for the alternative Course.

Your legal right to change your mind (as a consumer).

For most of our Courses bought online, you or the Student (as a consumer) has a legal right to change your mind about your purchase, but we cannot offer refunds.

The deadline for changing your mind (as a consumer).

Subject to the provisions above, if you change your mind about a Course (for whatever reason), you must let us know no later than 14 days (cancellation period) after the day we confirm we have accepted your booking, which is the point at which the contract is formed.

Please note that, depending on how far in advance you make a booking, the Student may be attending the Course within the cancellation period. Please see below for where you cannot change your mind about a Course.

When you (as a consumer) can't change your mind.

You can't change your mind about a booking and receive a refund for a Course after the 14 days cancellation period or once the Student starts the Course. All changes to any aspect of a Course (including travel and accommodation) will be subject to additional charges (as communicated to you after you or the Student requests any changes).

How to let us know.

To let us know you want to change your mind, you can contact us using the contact details at the top of our terms or by contacting us through the website.

You have rights if there is something wrong with the Course.

If you think there is something wrong with the Course, such as accommodation being below reasonable standards, you can contact us by email. We encourage you to gather all evidence in support of a complaint. Please see the section titled **Our complaints process** for more information on our complaints procedure.

Your rights and remedies if you are a consumer. We honour our legal duty to provide Students with the Course as described to you on our website and that meet all the requirements imposed by law. Your legal rights are summarised below. These are subject to certain exceptions. For detailed information, please visit the Citizens Advice website www.citizensadvice.org.uk.

We can change a Course and these terms

Changes we can always make. We can always change a Course:

- to reflect changes in relevant laws and regulatory requirements;
- to make minor adjustments and improvements, for example to address a safety threat.

Changes we can only make if we give you notice and an option to arrange an alternative Course. We can also make changes to the Course or these terms, or cancel a Course, but if we do, we will try and give you six weeks' notice, and you can then contact us using our details at the beginning of these terms or by contacting us through the website before the change takes effect and you will have the option to an alternative Course or affected part thereof.

We can suspend supply (and you have rights if we do)

We can suspend the supply of a Course. We do this to:

- deal with technical problems or make minor technical changes;
- update the Course to reflect changes in relevant laws and regulatory requirements; or
- make changes to the Course (see 'Changes we can only make if we give you notice and an option to arrange an alternative Course')

We can end our contract with you

We can end our contract with you for a Course (and no refund will be due) and may claim any compensation due to us if:

- you don't make any payment to us when it's due and you still don't make payment within 30 days of our reminding you that payment is due. You will not be able to start your course if payment is not received in full beforehand (we normally require this 5 weeks before your Course is due to start);
- you don't, within a reasonable time of us asking for it, provide us with information, cooperation or access that we need to provide the Course;
- the Student breaks any laws of England and Wales, or Canada (if their Course is based in Canada);
- the Student damages any property we become liable to repair or replace;
- the Student breaks any rules in our Codes of Conduct or the Student Handbook and fails to remedy within a reasonable time;

• the Student develops an illness, making it difficult for the Student to get the full benefit of the Course

We don't compensate you for all losses caused by us or our Course (subject to the below) **Our liability to consumers.**

We're responsible for losses you suffer caused by us breaking this contract unless the loss is:

- **Unexpected**. It was not obvious that it would happen and nothing you said to us before we accepted your booking meant we should have expected it (so, in the law, the loss was unforeseeable).
- Caused by a delaying event outside our control. As long as we have taken the steps set out in the section 'We're not responsible for delays outside our control'
- **Avoidable.** Something you could have avoided by taking reasonable action.
- **A business loss**. Our liability for any loss you suffer in connection with your trade, business, craft or profession is limited, as described in 'Our liability to businesses'.

Our liability to businesses If you're a business, then, except in respect of the losses described in 'Losses we never limit or exclude':

- we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for the Course in relation to our breach

Losses we never limit or exclude. Nothing in these terms shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- breach of the terms implied by section 12 of the Sale of Goods Act 1979 (to the extent they apply) or section 2 of the Supply of Goods and Services Act 1982;
- defective Course under the Consumer Protection Act 1987; or
- any matter in respect of which it would be unlawful for us to exclude or restrict liability. **No implied terms about goods.** To the extent they apply, we exclude all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982.

Codes of Conduct and the Student Handbook

In relation to any Course, we expect a Student to behave in a certain way for their benefit and those of other Students and everyone else around them. If you are booking on behalf of a Student, it is your responsibility to ensure they have read and understand the Student Handbook. Failure to comply with these terms and the Student Handbook may result in the Student being asked to leave a Course with no refund. Core areas on conduct include the following:

- showing respect at all times to those around them, and differing beliefs and opinions (religious or otherwise);
- refraining from expressing opinions and behaviour that could offend;
- arriving promptly for lessons and all other organised activities, and not disrupting any lessons or activities;
- being helpful and cooperative in their duties on the Course to make it enjoyable and harmonious;

- not behaving in any anti-social, bullying or threatening way (including but not limited to violence, assault, sexual harassment, and drunkenness);
- refraining from any illegal acts (including the purchasing or consumption of alcohol, illegal drugs, cigarettes, or possession or use of illegal drugs or weapons (including guns and knives));
- not smoking or vaping;
- adhere to any further guidelines issued to them regarding their stay in accommodation, including treating the facilities well, keeping noise levels to a minimum at all times (especially after 11:00 pm) and leaving the facilities neat and tidy and free of rubbish;
- not allowing any person not in attendance at a Course to stay in their accommodation;
- not entering the bedrooms of anybody of the opposite sex;
- respecting privacy and confidentiality;
- not leaving the campus beyond 20:00 without being accompanied by a member of our staff;
- Adhering to all guidelines on the use of IT and not misusing any computers (including anything outlined in the Computer Misuse Act 1990);
- treating all property (including that of other Students and places they visit) respectfully and carefully;
- punctually attending all lessons, other organised activities, and all other attendance required of them:
- reporting any breach of this Code of Conduct or the Student Handbook by others;
- ensuring the safety of those around them.

The Student should also choose their subjects, if applicable, and complete our CLIL Assessment, as this is required for class placement decisions. We endeavour to give students their first choice, but this may not always be possible depending on ability and appropriateness. The Course Director's decision in these cases is final.

We use your personal data as set out in our Privacy Notice

Please note that as part of a Student's attendance on a Course, various photo and video footage (Material) is taken - some of which we use in our marketing. The student's name and other personal data is not disclosed in relation to any Material. This is part of our services and you may use this Material for your own private purposes.

For more information on Material and how we use your other personal data, please see our Privacy Notice.

You have several options for resolving disputes with us

Our complaints process. If you experience any problems with a Course and would like to raise a complaint, please submit this in writing via email to the Course director, or contact us using our details at the beginning of these terms or by contacting us through the website. We will respond to all written complaints within 24 hours, and we will do our best to resolve any problems you have with us or a Course, but if you are still unsatisfied, you can contact the CEO, Helen Lami at helen.lami@academiccamp.org.

Resolving disputes without going to court (consumers only). Alternative dispute resolution is an optional process where an independent body considers the facts of a dispute and seeks to resolve it, without you having to go to court. Our accreditation body, BAC, offers this — so if you are unsatisfied with how we have attempted to resolve your complaint internally, you can follow their procedure via this link. If you are still not satisfied with the outcome, you can still go to court.

You can go to court. These terms are governed by English law. If you are a consumer then, wherever you live, you can bring claims against us in the English courts and you can also bring claims against us in the courts of the country you live in. If you are a consumer, we can claim against you in the courts of the country you live in. If you are a business, you

irrevocably agree to submit all disputes arising out of or in connection with our contract with you to the exclusive jurisdiction of the English courts.

Other important terms apply to our contract

We can transfer our contract with you, so that a different organisation is responsible for supplying a Course

We'll tell you in writing if this happens, and if you are a consumer, we'll ensure that the transfer won't affect your rights under the contract.

You can only transfer your contract with us to someone else if we agree to this in writing

We may disagree if we believe the transfer is likely to prejudice your consumer rights. However, you can transfer our consumer guarantee to a new owner of the Course. We can require the new owner to prove you transferred the Course to them. If you're a business you need our agreement in writing to transfer your contract with us and it's entirely up to us whether we give it.

Nobody else has any rights under this contract.

This contract is between you and us. Nobody else can enforce it and neither of us will need to ask anybody else to sign-off on ending or changing it.

If a court invalidates some of this contract, the rest of it will still apply

If a court or other authority decides that some of these terms are unlawful, the rest will continue to apply.

Even if we delay in enforcing this contract, we can still enforce it later.

We might not immediately chase you for not doing something (like paying) or for doing something you're not allowed to, but that doesn't mean we can't do it later.