

The Small Print 2024

1. TERMINOLOGY

- 1.1 British Summer School is a trading name of Exsportise Ltd, of Aberdeen House, South Road, Haywards Heath, West Sussex, RH16 4NG. The company registration number is 2330930.
- 1.2 The School or We: means the residential, day and online English language, sports, activity and cultural courses offered by British Summer School.
- 1.3 The Course: means the residential, day and online English language, sports, activity and cultural courses offered by British Summer School.
- 1.4 The Booking: the reservation of a place on the Course.
- 1.5 The Parent or You: means any person who has signed the Registration Form and/or who has accepted responsibility for a student's attendance at British Summer School.
- 1.6 The Student: means the child/adult named on the Registration Form and/or the child/adult who attends British Summer School.
- 1.7 The Deposit: means the amount payable to the School in order to reserve a place. The deposit will be deducted from the balance of fees payable by the Parent.
- 1.8 The Registration Form: means the form provided by the School or its agent for the purpose of booking a place at the School.

2. GENERAL TERMS & CONDITIONS

- 2.1 In all cases, these Terms and Conditions (also called The Small Print) apply to the agreement between the School and the Parent and will supersede any terms provided by an agent.
- 2.2 Enrolment Procedure
The Parent understands and agrees that:
 - 2.2.1 They can request a place for their child by sending the School a completed Registration Form and the Deposit of £400 per residential course week or £250 per day course week booked.
 - 2.2.2 No booking is accepted until the Deposit, or fees in the case of a booking made after May 1st 2024, has been received and confirmation of the place has been given by the School by means of a Confirmation Letter. A legally binding contract between the Parent and the School is formed on these Terms and Conditions, the Registration Form and the Confirmation Letter when the Confirmation Letter is sent to the Parent.
 - 2.2.3 Where the Parent is using an online Registration Form, the Parent will receive a Confirmation Letter by email should the online booking be accepted by the School. The Parent must still pay the Deposit.
 - 2.2.4 We will consider applications from students who are up to one year younger or older than the published age for a course. Any decision to accept an under- or over-age student will be at the entire discretion of British Summer School.
 - 2.2.5 The School will keep a copy of the contract between the School and the Parent.
- 2.3 Pro-Options
The Parent understands and agrees that:
 - 2.3.1 Pro-options are subject to a minimum number of enrolments; if a Pro-Option is cancelled, the Parent will be offered an alternative Pro-Option of equal value or a refund. The Parent will be under no obligation, however, to accept the newly offered Pro-Option.
 - 2.3.2 No changes or refunds are available for Pro-Options starting two weeks before the student's course begins and throughout the duration of the course.
- 2.4 Changes to the booking
The School agrees that the Parent may request to change the Student's booking and agrees to consider such requests subject to the availability of the relevant option, dates, course or centre. The requested change shall be determined at the sole discretion of the School whose decision shall be final.
- 2.5 Programme
Students may be taken off-site during the Course of the academic, leisure or recreational programme: for example for cultural visits and excursions, pro options such as horse riding or golf or matches against local sports teams.
- 2.6 Changes to the programme:
The School reserves the right to make changes to the programme of study and activities at any time and for such reasons as may be reasonable and appropriate to the effective delivery of services by the School.
- 2.7 Personal possessions
The Parent understands and agrees that:
 - 2.7.1 On arrival at the School, a Student under 18 shall hand in his/her passport, travel tickets and pocket money for safekeeping by the School.

- 2.7.2 The School will allow the Student to withdraw pocket money several times a week from the Centre Office
- 2.7.3 The School will return the Student's passport, ticket and any balance of pocket money prior to his/her departure.
- 2.7.4 The Student must not bring valuable possessions to the Summer School. If the Student does bring a valuable item with him/her, the Student is responsible for the security and safe use of that item.
- 2.7.5 The School is not able to accept responsibility for any lost, stolen or damaged personal possessions brought to the School by the Student.
- 2.8 Damage: The full cost of repairing any damage caused by the Student to School property or equipment, or to the personal property of another student, will be charged to the Parent. Where a bedroom shared by two or more students is damaged and the School cannot ascertain which student or students are responsible, it shall be entitled to apportion the cost of repair equally between them, taking into account the individual circumstances of each case. The Parent agrees that such payments to repair damage caused will be made from the Student's pocket money account. Should funds be insufficient or unavailable, the Parent agrees to make payment in full by credit card.
- 2.9 Force Majeure/Act of God
An event beyond the reasonable control of the School is a Force Majeure Event. Such events include but are not limited to any worldwide event or act of God (such as war, disease outbreak, natural disaster or terrorist attack). The School reserves the right to cancel a course, programme or centre in the case of such an event and the Parent understands that:
- 2.9.1 If the School is prevented from or delayed in carrying out its obligations under this agreement by a Force Majeure Event, it shall immediately notify the Parent in writing and shall be excused from performing its obligations while the Force Majeure Event continues.
- 2.9.2 The School may give the Parent the option of the Student attending a different Summer School course or programme at another location as an alternative to cancelling the course or programme. The Parent will be under no obligation, however, to accept the Student's attendance at a different Summer School course or programme.
- 2.9.3 Unless the Parent accepts any offer made by the School pursuant to clause 2.9.2 the Parent will receive a full refund of fees paid.
- 2.10 Minimum number of bookings
The Parent understands and agrees that the School:
- 2.10.1 Reserves the right to cancel a course or programme before its commencement date if the minimum number of bookings is not reached. If such cancellation is necessary, the Parent will be offered a full refund of fees.
- 2.10.2 Reserves the right to adjust or cancel an exam preparation class or any optional or elective classes at any time before their commencement date if the minimum number of bookings is not reached or for any reason that is reasonable and appropriate to the effective delivery of the Summer School service. If a cancellation is necessary, the Parent will be offered a refund of the relevant fees.

3. HEALTH AND WELFARE

- 3.1 The Parent is responsible for providing full and accurate details about the Student on the Registration Form.
- 3.2 The School requires full information about a student's medical, physical, mental and behavioural conditions at the time of registration so that it can assess its ability to provide a safe environment for the Student.
- 3.3 The Parent warrants that the Student is in good physical and mental health and is not travelling against the advice of any doctor or qualified healthcare professional.
- 3.4 The Parent agrees that any medicine brought to the School by the Student will be given to the Nurse, Welfare Manager or Centre Manager on arrival. The School shall only accept responsibility for medicines which are licensed in the UK, prescribed by a doctor and which are accompanied by English translation. Such medication shall be properly stored and administered by the Nurse or Welfare Manager, or by any authorised person who is expressly appointed to administer medicines.
- 3.4.1 Medication will only be accepted and administered if in its original packaging. We do not accept pills that have been transferred to a pillbox for example.
- 3.5 The School cannot accept liability or responsibility for a student if the Parent fails to disclose full information about the Student's medical, physical, mental or behavioural conditions.
- 3.6 The School reserves the right to send a student home with no refund of fees if non-disclosed medical, physical, mental or behavioural conditions make the Student's participation on the Course impossible.
- 3.7 In case of illness or injury, the Student will see the Nurse or Welfare Manager who will assess his/her condition. In cases of minor illness such as a cold, headache or sore throat, the Nurse, Welfare Manager or any other person expressly authorised by the Managing Director or Principal may issue common, non-prescribed medicines such as Paracetamol, throat lozenges or cough syrup. Only qualified nurses or First Aiders may practise First Aid.
- 3.7.1 If the Nurse or Welfare Manager considers that a doctor's visit is necessary, an appointment will be made with a local GP.
- 3.7.2 If the Student requires urgent medical attention, the School's staff will take him/her to the nearest local hospital for immediate care or if necessary, will telephone for an ambulance.

- 3.8 The Parent authorises the Centre Manager to consent on their behalf to the Student receiving emergency medical treatment including blood transfusions, general anaesthetic and operations where certified by an appropriately qualified person as necessary for the Student's welfare and if the Parent cannot be contacted in time.
- 3.9 Students from non-EU countries are not entitled to free healthcare in the UK and will therefore have to pay a fee to see a doctor. The Parent agrees that such fees will be paid from the Student's pocket money.

4. PAYMENT

- 4.1 The balance of the Course fee must be paid by the Parent by debit/credit card or bank transfer by 1 May 2024. We do not accept cash as payment for course fees.
- 4.2 In all cases where full payment is not received before the Course start date, the School will refuse the Student's entry to the Course and will charge the corresponding cancellation fee (see section 5).
- 4.3 If the Parent books a Course on or after 1 May 2024, the full amount is payable before the Student's place will be confirmed.
- 4.4 Impromptu Expenses: The Parent agrees that the School shall not be obliged to make payments for impromptu expenses (such as doctor's fees) on behalf of the Student or the Parent. Where such payments are required, the Parent agrees for appropriate deductions to be made from the Student's pocket money account. Should funds be insufficient or unavailable, the Parent shall make payment in advance by debit or credit card.

5. CANCELLATION, REFUNDS, AND INSURANCE

- 5.1 If a Parent books without having met a School representative in person, they are entitled to cancel the Course free of charge within 14 days of receiving the School's confirmation letter (Early Cancellation).
- 5.2 If a Parent decides to cancel the Booking after the period mentioned in clause 5.1, all or part of his/her payment will be forfeited to cover the School's costs as follows:
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| 5.2.1 | By 1 May 2024 | Full refund of all fees paid |
| 5.2.2 | After 1 May 2023 and over 44 days before the Course start date | Loss of deposit |
| 5.2.3 | 30-44 days before the Course start date | Loss of 50% of full Course fee |
| 5.2.4 | 0-29 days before the Course start date | Loss of 100% of full Course fee |
| 5.2.5 | On or after the Course start date | Loss of 100% of full Course fee |
- 5.3 If The Parent decides to cancel a course due to a force majeure event (see section 2.9), any refund or compensation will be considered by the school depending on the circumstances surrounding the event.
- 5.4 The School does not offer any refund in cases of homesickness.
- 5.5 Early departure: If the Parent decides to withdraw the Student from the Summer School, or if the Student withdraws him/herself prior to the departure date shown on the Registration Form, they may do so on the understanding that no refund of fees paid will be made, except for in exceptional circumstances agreed with the British Summer School head office.
- 5.6 Insurance: The School does not accept responsibility for any claims arising from a student or third party. Insurance is provided for all students attending a Summer School course at no extra cost.
- 5.7 Making an insurance claim: Should the need arise, the Parent understands and agrees that they are responsible for making an insurance claim by completing the required paperwork in English and by providing the necessary documentary evidence to support the claim.
- The Parent agrees that:
- 5.7.1 The School cannot make claims on behalf of the Parent.

6. VISAS

- 6.1 In cases where the Student is required to obtain a visa to study in the UK, a Visa Invitation Letter will be provided by the School. The Parent understands that visas must be applied for immediately upon receipt of the Invitation Letter and that it is the responsibility of the Parent to apply for the appropriate visa.
- 6.2 If the Parent cancels the contract as a result of a visa application being refused, the School shall refund the full fees paid (less a £100 administration fee) upon receipt of a copy of the original documentation issued by the Entry Clearance Officer. The cancellation charges of clause 5.2 will not apply in these circumstances.
- 6.3 If a visa has not arrived in advance of the Student's course start date, the School will offer to postpone the course to a later date, subject to availability. If the Student attends the course but the same number of course weeks is not available, the School will refund the fees of any untaken weeks.
- 6.4 If the Parent decides to cancel the course due to a delay in the issuing of a visa, the School will refund the full fees paid (less the course deposit paid) upon receipt of a copy of the original visa application. The cancellation charges of clause 5.2 will not apply in these circumstances.
- 6.5 If a student is found to have the wrong type of visa, he/she will not be admitted on to the programme. In this case, the School will not be obliged to offer the Parent a refund of fees, although cases of genuine hardship may receive special consideration upon written request to the British Summer School head office.

7. LIABILITY

- 7.1 The School accepts responsibility for those Course elements under its direct control in cases where the School or its employees are proven to have been negligent.
- 7.2 The School cannot accept responsibility for a Student's loss of enjoyment due to travel, strikes, weather, loss or damage to luggage or personal property, personal injury or illness while on the Course, including use of sub-contractors such as transport companies.
- 7.3 If the Parent does not wish the Student to partake in any particular activity, they must inform the School in writing at the time of booking.
- 7.4 The School can take any fair and reasonable action it considers appropriate should a situation arise which is not covered by these Terms and Conditions.

8. PROGRAMME

- 8.1 Students may be taken off-site during the Course of the academic, leisure or recreational programme: for example, for cultural visits and excursions, Pro Options such as horse riding or golf or matches against local sports teams.

9. PROGRAMME CHANGES

- 9.1 The School will always try to provide the Course as represented in its publicity materials, but it reserves the right to alter or cancel any courses, accommodation and other arrangements that are in its control for such reasons as may be reasonable and appropriate to the effective delivery of services by the School.
- 9.2 The School reserves the right to cancel a Course in case of an insufficient number of student or staff; in this case, the School will always try to offer a suitable alternative.

10. AIRPORT TRANSFERS

- 10.1 The course confirmation will include a Transfer Service Form which the Parent must complete and return to the School at least one month before the course starts. Upon receipt of the completed form, the School will send the Parent an email confirmation of the flight details.
The Parent understands that:
 - 10.1.1 It is his/her responsibility to check this confirmation carefully and to let the School know of any errors or changes.
 - 10.1.2 The School will not accept responsibility for organising transfers other than those which have been confirmed by the School.
 - 10.1.3 The School will use private transport such as Coach, Taxi or School Minibus to transfer students to and from the airport or train station on arrival or departure. Public transport such as the train and London Underground may be used on occasions where this method of transport is considered to be more appropriate, efficient or effective.
 - 10.1.4 Transfers between the airport to the Summer School Centre are organised individually or in groups. Sometimes students may be required to wait at the airport for other students arriving on different flights.
 - 10.1.5 Unexpected and unavoidable delays and complications sometimes occur. The School does not accept responsibility for any loss or expense due to delays or changes in public transport beyond its control.
 - 10.1.6 The School shall use its reasonable endeavours to ensure that Students reach the airport or the train station in the UK on time to enable them to catch their flight or their train. Subject to this, the School shall have no liability for any direct or indirect loss or expense that is incurred by Students or Parents if a Student misses a flight or a train. Nothing in this clause shall exclude or restrict the School's liability for death or personal injury arising from its own negligence, or for fraud.
 - 10.1.7 The Student is liable for any excess baggage and UM (Unaccompanied Minor) charges.
 - 10.1.8 There is no reduction in fees if the Student does not require a transfer service.
 - 10.1.9 Should a late transfer be requested or transfer details changed within 7 days of arrival or departure, a Late Transfer Arrangement Fee of £50 will be payable.
 - 10.1.10 On departure, if a flight/train is cancelled and the Student is required to stay at or return to the centre, the charges per night as stated in the Registration Form will be payable by the Parent. A free return transfer to any airport/train station included in the course fees will be offered.

11. INCOMPATIBILITY & SCHOOL RULES

- 11.1 The School reserves the right to exclude or refuse any Student at any time prior to or during an academic, leisure or cultural activity or entire Course if, in its opinion, the Student is not compatible with the general enjoyment and well-being of other students or the satisfactory administration of the activity or Course. In this case, no refund will be offered.
- 11.2 All Students are subject to the Course rules as laid out in the School's Behaviour Policy. Any breach of rules may result in students being sent home at their own expense and with no refund of Course fees.

12. COMPLAINTS

- 12.1 In the unlikely event that a Student experiences a problem or difficulty on the Course, the matter should be reported immediately to the Centre Manager who has the authority and direct knowledge to deal with most things.
- 12.2 If the problem is not resolved within 3 working days, an official complaint can be made by contacting the British Summer School Head Office by telephone +44 (0) 1444 444744 or by email admin@britishsummerschool.co.uk. British Summer School will send a confirmation that the complaint has been received, usually within 48 hours. The complaint will then be investigated by a member of the Head Office Team, who acts as the Investigating Officer. Once sufficient information has been collected, the complaint is considered by the Investigating Officer and an official response is sent, usually within 14 days.
- 12.3 If the Student, Parent, or their Representative has a complaint against the Centre Manager or any Head Office Staff Member, they should contact the British Summer School Head Office and ask for the Managing Director.
- 12.4 If the Student, Parent, or their Representative is unhappy with the outcome/resolution of the complaint, they can contact the Managing Director, who shall undertake a final review of the complaint. A final response is sent within 28 days.
- 12.5 If the Student, Parent, or their Representative has a complaint about the Managing Director, they should contact the CEO of Exsportise Ltd by telephone +44 (0) 1444 444777 or by email admin@exsportise.co.uk
- 12.6 If the Student, Parent, or their Representative would like to challenge the Managing Director's or CEO's response, they have the right to request an independent review and should contact English UK by telephone +44 (0) 20 7608 7960 or email info@englishuk.com
- 12.7 The Parent can request a copy of the School's Complaints Procedure by emailing admin@britishsummerschool.co.uk

13. DISCLAIMER

- 13.1 The weekly fee is inclusive of VAT (20% at the time of going to print).
- 13.2 The School guarantees not to increase its Course fees unless there is an increase in VAT, in which case the increase shall only cover this additional tax.
- 13.3 The details and information provided in the School's publicity materials are published in good faith.
- 13.4 The School's brochure is the responsibility of British Summer School. It is not issued on behalf of any of the host schools and external venues used by the School.

14. DATA PROTECTION

- 14.1 The School holds information about the Parent and Student including contact details, financial information, medical information and exam results. This information can be kept in hard copy and/or electronically.
- 14.2 The School may process photographic and video images of the Student for School publications, on the School website or on the School's social media channels in accordance with the School's policy.
- 14.3 The School may share information with certain third parties for example agents/travel agencies, transport providers and sports coaches.
- 14.4 Further information about how we protect your data can be found in the Privacy Notice on the School website.
- 14.5 If you have any questions on how the School uses data or would like to make a Data Subject Access Request, please contact admin@britishsummerschool.co.uk

15. BOOK WITH CONFIDENCE FOR 2024

- 15.1 The School guarantees a full refund of all deposits and fees paid if the Parent decides to cancel any course before 1 May 2024.

16. GOVERNING LAW

- 16.1 These Terms and Conditions form the basis of any contract between the School and the Parent/Guardian or agent. The contract is provided in English, and is subject exclusively to the laws and courts of England and Wales.