

# Bucksmore Education Terms & Conditions

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

# 1. Reservation and payment

1.1 For bookings made before 30 April, a £500 non-refundable reservation fee must be paid in order to reserve a space on the requested course, this reservation will expire on 30 April - unless a full balance payment is received by this date the reservation will be removed and allocated to another student.

1.2 For bookings made after 30 April full fee payment must be paid immediately upon booking. Only when this payment has been received can the reservation be guaranteed.

1.3 All payments shall be made without set-off or deduction of any kind in Pounds Sterling by credit card or by bank transfer.

1.4 If paying by bank transfer, you must ensure that the student's name and invoice number are present on the transfer advice.

1.5 Please ensure payment reaches Bucksmore via either credit card through our online portal or bank transfer to the bank details given on the invoice.

1.6 Bucksmore reserves the right to reject, or seek further clarity on, payments that do not comply with our Financial Sanctions Policy.

# 2. Cancellation Policy

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

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

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

**2.3** Students effected by 2.2 will be offered a reasonable alternative, or provided with the option of a credit note or refund.



#### 3. Visas

3.1 It is the student's responsibility to ensure they obtain the appropriate visa for their time in the UK. Visas are required to cover the course dates and comply with all other UK entry requirements. Under no circumstances will Bucksmore make any refund on grounds of lack of visa or similar travel documents required to enter the UK legitimately, save in accordance with Clause 3.2.
3.2 In a situation where a student's course needs to be cancelled due to a visa rejection (and upon supply of the original visa rejection letter) fees will be refunded minus an administration fee of £100.

3.3 In a situation where a student's course needs to be cancelled due to visa delay no refund will be issued but an offer of a postponement to a future date, or alternative programmes offered by Bucksmore.

# 4. Insurance

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

#### 5. Arrivals and Departures (UK only)

- 5.1 Students should arrive on the first day of their course, stipulated as the "Arrival Date" in the booking confirmation, and should depart on the date stipulated as the "Departure Date" in the same document.
- 5.2 Bucksmore offers a free airport transfer service only on the designated arrival and departure days, provided the student's flight lands/departs between 09:00 and 19:00.
- 5.3 The free airport transfer is available from/to Heathrow and Gatwick for all centres located in England.

5.4 For our London based courses, transfers are available from Heathrow, Gatwick and London City Airport, as well as St Pancras International train station.

5.5 If arriving at an airport other than those designated, or at times other than those designated, a surcharge will apply if a transfer is required.

5.6 Under no circumstances will Bucksmore be liable for reimbursing a student for any transfer that they have booked individually.

5.7 Students must share all flight details and (if within the designated free transfer timings) book a transfer slot at least 7 working days before arrival. Failure to do this will result in a private transfer being arranged at an additional cost.

5.8 If a student's flight is delayed, Bucksmore will arrange for the student to be placed on the next available transfer with no additional charge.

5.9 If a student misses their flight, Bucksmore will (if applicable) endeavor to place the student on the next available free transfer option. If this is not available, a private transfer fee will be charged.



# 6. Student's Responsibilities

- 6.1 The student undertakes with Bucksmore:
  - (a) To provide true and accurate information (for example, age, language level, medical details etc).
  - (b) To behave responsibly and to not cause damage any property belonging to Bucksmore, to any facilities used by Bucksmore, or to any other person.
  - (c) Fully to indemnify Bucksmore against any loss or damage to the premises, furniture or other property of the campuses or of any other person by the student.
  - (d) To treat the facilities, campuses and other persons with respect and care. Furthermore, to treat all staff and fellow students equally and in a non-discriminatory manner.
  - (e) Not to smoke in any of the rooms, facilities or campuses used by Bucksmore.
  - (f) Not to commit any act that breaches the criminal law or infringes the civil rights of any person under the laws of England, or any other jurisdiction within the United Kingdom.
  - (g) Not to consume or possess alcohol (irrespective of age).
  - (h) Not take or possess illegal substances including Psychoactive Substances (also known informally as legal highs).
  - (i) To pay Bucksmore a refundable deposit on arrival in the event of loss or damage to original room key
  - (j) To follow all instructions communicated by Bucksmore staff or campus staff, whilst on a Bucksmore course.

(k) Attend all classes, course sessions, activities and excursions regularly and on time, and notify centre management staff in advance of any absence due to sickness or any other unavoidable reason.

#### 7. Bucksmore's Responsibilities

7.1 Bucksmore shall:

- (a) Deliver the advertised course, using reasonable care and skill.
- (b) Provide suitable accommodation in line with advertised material.
- (c) Implement the safeguarding policies that are in place to ensure that Bucksmore students
- are kept safe at all times, inline with the relevant child welfare regulations

7.2 Bucksmore cannot guarantee to meet any request for specific accommodation arrangements made by or on behalf of an individual student. This includes requests to share a room, or to be in a room adjacent to, another student. The student acknowledges that accommodation arrangements may be altered by Bucksmore at its absolute discretion at any time before or during the course.

7.3 Where the stated accommodation does not include an ensuite lavatory, bathroom, or shower room, Bucksmore will only consider a request to be allocated such a room when based upon a genuine medical need that has been evidenced by such supporting documentation as Bucksmore

may require.



#### 8. Exclusion

8.1 Bucksmore reserves the right at any time to exclude from the course and campus premises any student whose behaviour is deemed to be, in the opinion of Bucksmore, unacceptable or against the best interests of the course.

8.2 Bucksmore has a zero-tolerance policy regarding psychoactive substances (informally known in the UK as legal highs), illegal drugs, alcohol and weapons. Any student found in possession of, or under the influence of, drugs or alcohol will be excluded from the course.

8.2 Bucksmore takes bullying and harassment in all forms extremely seriously. All allegations of bullying or harassment will be investigated by Bucksmore in full, and any student found to have bullied or harassed another student will be given a final warning. Any further allegations of bullying or harassment which are upheld will result in the student's being excluded from the course.

8.4 In the event of a student being excluded from the course for the reasons outlined above in 8.2 and 8.3, no refund shall apply and Bucksmore will not be liable for any cost to the student that arises from this exclusion.

8.5 Bucksmore reserves the right not to issue or to rescind any student's graduation certificate and/or academic reports where that student has, in the opinion of Bucksmore, breached any of the terms contained in the Student Contract.

# 9. Medical issues

9.1 Parents/guardians are responsible for providing Bucksmore with all necessary information regarding their child's medical needs by completing the Bucksmore medical form a minimum of 30 days prior to their child's arrival at a Bucksmore centre.

9.2 Bucksmore are not able to provide trained staff for the administration of injections or the application of creams, ointments or prescribed tablets. If students need to bring any medications they must be able to administer it themselves.

9.3 Any medication students bring with them must be handed over to the management team for safe storage or stored securely in the student's room.

9.4 Bucksmore can provide refrigeration facilities for medications, but notice must be given to Bucksmore, in writing, at the time of booking, or as soon as the medical need arises.

9.5 Bucksmore can give paracetamol to students, but only with parental consent. Consent can be given on the medical form.

9.6 Bucksmore reserves the right to send home students that arrive with undeclared preexisting medical conditions or medical conditions that have been declared incorrectly. Bucksmore will not be liable for any losses incurred by the student or parent/guardian as a result of early departure.

9.7 Bucksmore reserves the right to schedule a pre-arrival call to further discuss any pre-existing medical conditions to ascertain increased understanding of the needs of the student and if we have the ability to service those needs. Bucksmore maintains the right to cancel a booking if it feels that it cannot safely meet the required needs.

# 10. Alterations

10.1 Bucksmore reserves the right to make alterations without prior warning to venues, course start dates, course content, and its academic and extracurricular timetables, depending on the availability of lecturers, or other staff, or any other significant factors.



#### 11. Marketing

11.1 Bucksmore would like to take photographs, record video clips and create other media of students during their course. This media will be used for promotional material during the summer and for future marketing/advertising and on our website and social media

11.2 Students can opt in or opt out of involvement in marketing material before arrival by filling in the relevant part of the booking form, or by emailing info@bucksmore.com prior to arrival.

11.3 These activities may result in materials featuring the student such as brochures, posters, websites, newsletters and marketing campaigns.

11.4 Students reserve the right to opt out of marketing activities at any point during their course, regardless of their previous consent.

# 12. Social Media

- 12.1 The student may make reasonable use of social media platforms, provided that:(a) they do so in accordance with this contract and the Rules & Regulations, and with any applicable laws;
  - (b) they do not publish any material which is defamatory, offensive, or illegal;

(c) if the published material refers, features, or includes the image of any other student, they have the permission of that student to publish it; and (d) they comply with the terms of use of any social media platforms which they use, including any terms as to minimum age limits.

12.2 The Student shall remove or recall any material which has been published immediately upon being asked to do so by or on behalf of Bucksmore insofar as it is within the Student's power to do so.

# 13. Rules and Regulations

13.1 All students are bound by the Rules and Regulations, a copy of which will be made available to all students. Students are expected to abide by these rules and

regulations and failure to do so may result in exclusion as laid down in Clause 8.1.

13.2 Bucksmore reserves the right to search a student's room if it is suspected that they are in breach or breaking the Rules & Regulations. Where Bucksmore feels that a student's room needs to be searched, the room search will be conducted by two members of staff.

# 14. Limitation of Liability

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



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