

TERMS AND CONDITIONS

WE DIRECT YOUR ATTENTION TO CLAUSES 9.2, 10.3 AND 15 IN PARTICULAR.

Earlscliffe Summer Schools are operated by Earlscliffe Ltd, a company registered in England (Company No. 04091830) (“we”, “us”, “Earlscliffe Summer School” or “ESS”) and whose principal place of business is 29 Shorncliffe Road, Folkestone, Kent, CT20 2NB. ESS subcontracts its obligations under this Contract to Summer Boarding Courses Limited, a company registered in England (Company No. 6697050) and with its principal place of business being 6 Wellington Place, Floor 3, Cubo, LS1 4AP, which is responsible for the delivery of the Courses.

DEFINITIONS

“Arrival Date” means the date of arrival as described in the Confirmation.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

“Course” means the educational summer school course full details of which will be set out in the Confirmation.

“Course Rules” means the Course rules set out in clause 10.

“Course Start Date” means the first day of the Course as described in the Confirmation.

“Course Finishing Date” means the last day of the Course as described in the Confirmation.

“Deposit” means the sum of £700.

“ESS Approved Agent” means an agent who has the legal authority to bind ESS to the Contract.

“Independent Transfer Form” means the form available upon request.

“One-to-One Online Course” means a Course which is provided online in a one-to-one setting.

“Online Courses” means a Course which is provided online and is either an Online Group Course or One-to-One Online Course.

“Online Group Course” means a Course which is provided online in a group.

“Payment Due Date” means 1st May 2024.

“Shared Transfer Service” means the transportation service available from London Heathrow Airport or St. Pancras International to the venue of the Course, to be shared between Students.

“Standard Visitor Visa Application” means the visa application for a standard visitor to the UK.

“Student” means the person who will be attending the Course.

“Student Code of Conduct” means the code of conduct applicable to Students for Online Courses as notified to the Students from time to time.

“Terms” means these terms and conditions as amended from time to time in accordance with clause 4.1.

“Website” means our website, summerboardingcourses.com.

“you/Parent” means the person making the booking on behalf of the Student (who is the parent or legal guardian of the Student) and with whom the legal contract is formed, whether directly with ESS or through an ESS Approved Agent.

1. BOOKINGS

1.1 It is advised that you make your booking application as early as possible as places for your preferred Course are strictly limited. You can find information on how to make a booking application on our Website.

1.2 All booking applications must be made by the Parent of the Student being booked onto the Course.

1.3 All refunds for a cancellation made by us or you are subject to the cancellation terms outlined in clause 5. Please let a member of the ESS team know if you would like to cancel. You can use the model cancellation form attached to these Terms.

1.4 Your application for a booking on a Course is an offer to enter into a binding contract with us to purchase a place on the Course. Your offer is only accepted when we send you written confirmation that your application is accepted or that we are able to offer you a place on the Course (the “Confirmation”).

1.5 We reserve the right to accept an application if the Student’s birthday falls within 12 months of the advertised age range, if it is felt by the directors of ESS and the Parents, that the school or college in question would be the most suitable for them. We may also accept or decline your application at our absolute discretion.

1.6 From the date on the Confirmation, a contract will come into existence between us and you (the “Contract”). The Contract will continue until the Course Finishing Date, unless it is cancelled earlier in accordance with these Terms. Where the booking is made via an ESS Approved Agent, the Contract is formed with ESS and not the ESS Approved Agent.

1.7 The Contract will be subject to these Terms, the booking form and the Confirmation. Please note that these Terms do not apply to day Courses. If you have booked a day Course, please see the separate Terms and Conditions provided by Ultimate Activity Camps [here](#).

1.8 Please check that the details in these Terms and the booking form and Confirmation are complete and accurate. If you think that there is a mistake in the Terms or the booking form or Confirmation or that they do not contain relevant information that you are relying on, please notify us and ask us to confirm any agreed changes in writing before you submit your application.

1.9 Sometimes, due to circumstances outside of our control, we may have to change the location of the Course. Should this happen, we will notify you at the earliest opportunity of the change in location.

1.10 We accept no liability for any losses suffered due to a change of location in accordance with these Terms where such change of location is due to circumstances outside of our reasonable control.

1.11 We will do our best to meet accommodation requests where they have been expressed. Unless explicitly specified as a condition for booking in writing, it will ultimately be at the discretion of ESS whether to accept these requests. Where accommodation arrangements are made, we do this in the interests of mixing students from various nationalities, which means that the common-spoken language is English.

2. BOOKINGS AND LATE APPLICATION

If you submit your application within 10 working days of the Course Start Date and you do not receive Confirmation or a response from us with joining instructions within 2 working days, please contact us at admissions@summerboardingcourses.co.uk.

3. UK CONTACT DATA

If you will be accompanying the Student who is travelling from overseas, we may need to contact you in the two weeks prior to the Course Start Date. You must include your contact details in the UK when you submit your application.

4. DEPOSIT, COURSE FEES AND PAYMENT

4.1 The fees payable for each Course (the "Fees") are published on our Website and may vary from time to time. Once we have accepted your booking and sent you a Confirmation, no variation of the Contract shall be effective unless it is in writing and agreed by you and us.

4.2 When paying the Deposit and Fees please quote your unique statement number ("Unique Statement Number"), which shall be issued to you on the Confirmation.

4.3 Fees and Deposit are payable in British pounds ("GBP").

4.4 For residential bookings, you must pay the Deposit within 48 hours of receiving the Booking Confirmation Email. If you do not pay the Deposit on time then we reserve the right to cancel your booking and offer your place to someone else.

4.5 For Day Camp bookings, the full amount is due within 48 hours of receiving the Confirmation. If you do not pay the Fees on time then we reserve the right to cancel your booking and offer your place to someone else.

4.6 The balance of Fees must be received by us no later than the Payment Due Date. Any booking made after this date must be paid in full within 48 hours of receiving the Confirmation.

4.7 No Course payment should be made to ESS until you have received either our invoice or a Unique Statement Number and Confirmation of a place on the Course.

4.8 Without prejudice to any of our other rights under these Terms or the Contract, 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.

4.9 If for any reason we cancel or reject your booking or if you cancel your booking in accordance with these Terms, we will refund to you any Fees you have paid within 14 days of cancellation or rejecting your booking if you have paid via Flywire. If you choose to pay via international bank transfer there could be a delay in the refund process but we will refund you as soon as reasonably possible.

4.10 If you do not pay the Fees in accordance with these Terms, you will not be entitled to start the Course and we may cancel your booking and end this Contract.

4.11 Fees can be paid by the following methods:

4.11.1 online via our Flywire payment platform. This is our recommended payment method and is almost-instantaneous. Flywire offers various payment methods depending on country of origin, including credit or debit card and bank transfer; or

4.11.2 by bank transfer. Should a refund be required and the original payment was via an international bank transfer, this could result in a delay in a refund.

4.12 Our bank details for the purpose of paying the Fees are available on the statement issued to you along with the Confirmation.

5. CANCELLATION

5.1 Earlscliffe Summer Schools

5.1.1 Subject to the provisions of this clause 5, you have a right to cancel your booking within 14 days from the date of the Confirmation (the "Residential Cancellation Period") without giving any reason and receive a full refund (including the Deposit). Where you cancel during the Residential Cancellation Period but after the Course Start Date, we shall be entitled to retain an amount equal to that of the services provided under the Course. You cannot cancel after the Course Finishing Date.

5.1.2 All cancellations must be made in writing and take effect from the date we receive such notice. Subject to clause 5.1.1, where a cancellation is made more than 30 days prior to the Arrival Date, there will be a refund of all Fees paid minus the Deposit.

5.1.3 Subject to clause 5.1.1, due to the requirement to arrange staffing, transport, airport transfers, accommodation and other aspects of the Course in advance of the Arrival Date, where a cancellation is made less than 30 days prior to the Arrival Date, there will be no refund, except in the case of valid visa refusal (see details below) or at our sole discretion. Where a booking is amended less than 30 days prior to or after the Arrival Date, there will be no refund for any missed elements of the Course (including the Course itself, and any other elements under the particular booking) and there may be a further charge for the additional items.

5.1.4 Notwithstanding the above, we may cancel a Course no later than 30 Business Days before the Course Start Date if there is low demand for the Course in which case you will receive a refund of any Fees that you have paid.

5.1.5 We may cancel your booking if an event outside our control prevents us providing your selected Course, in which case we will refund any Fees paid.

5.2 Online Tuition

5.2.1 Subject to the provisions of this clause 5, you have a right to cancel your booking within 14 days from the date of the Confirmation (the "Online Cancellation Period") without giving any reason, and receive a full refund. Where you cancel during the Online Cancellation Period but after the Course Start Date, we shall be entitled to retain an amount equal to that of the services provided under the Course. You cannot cancel after the Course Finishing Date.

5.2.2 Subject to clause 5.2.1, if you cancel an Online Group Course, more than 48 hours before the Course commences, you will receive a 50% refund. If you cancel within 48 hours or less of the Course commencing, you will receive no refunds.

5.2.3 Subject to clause 5.2.1, for One-to-One Online Courses more than 24 hours' notice must be given to cancel any lesson. Any cancellations within this time or a Student failing to attend a lesson will still be charged. Any rearrangement of lessons in advance of 24 hours' notice is at the discretion of ESS.

6. PAYMENT OF REFUNDS

6.1 Any refunds due to cancellation will only be given if it is permitted under clause 5. No refund shall be given after the Course Finishing Date or where the Student has been dismissed from the Course as specified in clauses 9.2 and 10.3.

6.2 We take complaints seriously and endeavour to reply to any formal complaint made in accordance with clause 17 below. According to the Consumer Rights Act 2015, we must provide our services with reasonable care and skill, and if we don't, you can ask us to repeat or fix a service or get some money back if we cannot fix it. For all other complaints, it is at our complete discretion to offer refunds should we feel that one is merited.

6.3 If you become entitled under these Terms to receive a refund then:

6.3.1 refunds will be paid in GBP and we will not be responsible for any bank fees or losses you suffer as a result of currency exchange fluctuations or exchanges;

6.3.2 refunds will be paid in accordance with clause 4.9 (for cancellations); and

6.3.3 we will endeavour to pay refunds by the same means as you paid the Fees.

7. VISA SUPPORT & VISA REFUSAL

7.1 It is your responsibility to determine how far in advance you need to apply for a visa, and to allow sufficient time to obtain a visa (including factoring in any time for potential delays caused by the issuing visa office). We strongly recommend applying for a visa as soon as possible.

7.2 Should the Student require a visa to travel to the UK, we will issue a visa support letter ("Visa Support Letter") for a Standard Visitor Visa Application upon payment of the Deposit.

7.3 Where a Course booking is made after the Payment Due Date:

7.3.1 we will only issue a Visa Support Letter once our Fees have been paid in full;

7.3.2 if the visa application is still being processed at the Course Start Date then we will offer you either:

7.3.2.1 a refund of any Fees paid less the Deposit; or

7.3.2.2 a credit note in full for the following year.

7.4 Upon receipt of a visa following a successful visa application, you must provide us with a copy of such visa, together with a copy of the Student's passport, for our file. If the visa is refused:

7.5 Subject to clause 7.10, if the Standard Visitor Visa Application is refused then provided you inform us of this and we receive a valid visa refusal letter no later than ten days prior to the Course Start Date, a full refund of any Fees paid will be issued, less a £200 administration fee.

If the visa is delayed and the delay is caused by the Embassy:

7.6 Subject to clause 7.10, if the Student has not received their visa or a visa rejection letter, and the reason for doing so is due to Embassy delays, provided you inform us of this at least ten days prior to the Course Start Date with supporting evidence we will offer you a refund of any Fees you have paid less the Deposit.

7.7 You may instead ask that we apply the Deposit to the following year's equivalent course, which may be accepted only at our discretion.

7.8 We will not offer you a refund if you fail to inform us within this time frame or if the Student does not attend the Course.

7.9 If you receive the visa after the Course Start Date and the Student still wishes to attend, please contact us and let us know. We may be able to find a space for them on the Course but this is not guaranteed.

Reasons why you won't get a refund:

7.10 We will not offer a refund for a visa refusal or for a delay in the visa application where one or more of these criteria is not met:

7.10.1 the visa application must be made with sufficient time prior to the Arrival Date to allow for the length of application time as indicated by UK Visas and Immigration ("UKVI");

7.10.2 all necessary documentation must be provided as indicated by UKVI;

7.10.3 the visa application is made after the Payment Due Date but before the Arrival Date;

7.10.4 you must be able to demonstrate that all necessary steps were taken to obtain the correct visa and that the application form submitted for the visa was correct and did not contain any material mistakes;

7.10.5 you notify us, at least ten days prior to the Course Start Date that the Student has not received their visa.

7.11 We reserve the right to cancel a booking if a copy of the visa has not been received at least four weeks before the Course Start Date subject to the refund provisions in this clause 7.

8. THIRD PARTY SERVICES

8.1 All accommodation, campuses, cleaning and meals are provided by third party providers which are hired in advance of the Course Start Date. We will use our reasonable endeavours to ensure that the facilities are suitable for the Course and Students however the provision of the above are ultimately out of our control and we can give no guarantee as to the proper performance of the third parties.

8.2 If you send us any feedback on the facilities or meals provided, we will endeavour to pass it on to the respective provider.

9. STUDENT OBLIGATIONS

9.1 The Student attending the Course agrees to:

9.1.1 maintain an immigration status that entitles them to undertake the Course;

9.1.2 attend all classes and Course sessions regularly and on time;

9.1.3 ensure they have a level of spoken and written English sufficient to allow participation on the Course;

9.1.4 refrain from using any audio or visual recording equipment during classes or practical sessions; and

9.1.5 comply with our health and safety rules and our Course Rules (as set out below).

9.2 WE DIRECT YOU TO THIS CLAUSE IN PARTICULAR – You agree and accept that you

have informed the Student of their obligations under the Contract. You agree that you are responsible for the Student fulfilling their obligations and following the Course Rules. You recognise that if the Student does not comply with their obligations under the Contract, including the Course Rules, that they may be dismissed from the Course and we may end the Contract. You recognise that if we end the Contract, you will not be entitled to a refund.

9.3 Students studying Online Courses with ESS agree to abide by the Student Code of Conduct. Failure to abide by the Student Code of Conduct may result in disciplinary action up to and including dismissal from the Course.

10. COURSE RULES

10.1 We expect and hope that all Students registered with us will have a summer to remember and make every effort to show respect at all times to fellow students and members of staff. References to staff in this clause shall include reference to the staff of its sub-contractors, Summer Boarding Courses Limited.

10.2 The Course Rules outlined below are designed to ensure that all the students and staff are able to enjoy a fun and safe summer, free from any unpleasant, intimidating or aggressive behaviour.

10.3 WE DIRECT YOUR ATTENTION TO THIS CLAUSE IN PARTICULAR – The breach of any

Course Rule stated below by the Student may result in their dismissal from the Course and the termination of the Contract. Furthermore, if the Student breaks the law or displays aggressive, intimidating or racist behaviour they will face instant dismissal from the Course and may be reported to the Police. Should the Student face instant dismissal, the Student will be withdrawn from the Course with immediate effect and will need to return home at your expense at the earliest possible opportunity. You will not be entitled to a refund where the Student has been dismissed from the Course.

10.3.1 Students must attend all meals, classes and arranged activities and excursions provided unless they have an authorised excuse.

10.3.2 Students must not gratuitously or wilfully damage school or college property, public property or other students' property.

10.3.3 Students must not steal or attempt to steal school or college equipment or another student's possessions.

10.3.4 Students (irrespective of age) must not consume or possess alcohol whilst on the Course.

10.3.5 Students must not take or possess drugs including psychoactive substances (in the UK formally known as legal highs) whilst on the Course. Any illegal drug taking will be reported to the Police.

10.3.6 A person must be 18 years old to purchase or to smoke tobacco products in the UK. Students must not use or possess tobacco whilst on a Course.

10.3.7 Students must not display racist, harassing or intimidating behaviour towards another student or member of staff, and they must not display any behaviour which may be deemed bullying.

10.3.8 In the school or college accommodation, girls and boys may only mix in the designated recreation areas.

10.3.9 Students must not leave their house after lights out.

10.3.10 Personal mobile phones must be turned off during all lessons and scheduled activities.

10.3.11 Students must not do anything which (in the opinion of a member of ESS's staff) may impact the safety of themselves or another.

10.3.12 Students must abide by all reasonable instructions given by a member of ESS's staff.

10.4 ESS reserve the right to search a Student's room if it is suspected they are breaking any of the Course Rules.

10.5 All damage to property, equipment and rooms will be charged to the Student and you will be ultimately responsible to make full payment.

11. PROMOTIONAL MATERIALS

11.1 We would like to use photographs, video clips and other media of Students during the Course for the purpose of ESS's promotional material, including but not limited to;

11.1.1 future marketing;

11.1.2 advertisements;

11.1.3 our Website and social media.

We would also like to use any feedback received from Parents and Students alike and end of Course surveys for the same purpose.

11.2 When applying for a Course with us, please indicate your acceptance for us to be able to use such material for the purpose specified in clause 11.1 above by ticking the relevant box on the booking form.

12. VISITING A STUDENT

12.1 Parents and friends are welcome to visit the Student on a Course. 24 hours' notice must be given in writing to your Student Support Manager in Head Office, prior to any visit to the summer school. If the Student is to be taken out of the school, you must provide written permission by signing an absence form.

12.2 Due to logistics and to ensure a smooth running of a pre-planned itinerary, it is not possible to visit a Student whilst they are on an excursion.

13. TRAVEL ARRANGEMENTS

13.1 It is your responsibility to arrange the Student's travel to and from the Course. All such travel arrangements must be confirmed to us in writing, as well as any changes.

13.2 You should wait to receive our Confirmation before making any travel arrangements. We will not be responsible for any travel or accommodation costs you incur if we have not sent you a Confirmation.

13.3 You shall be responsible for travel associated costs, which ESS will not pay under any circumstances, including transport to and from the UK inclusive of charges for baggage and excess baggage. We recommend that you check the provider's policy before travelling.

13.4 The deadline for booking an ESS transfer is no later than 3 weeks prior to your intended arrival date. Unfortunately, a transfer may not be guaranteed after this date.

13.5 If you cancel the Shared Transfer Service within 30 days of the arrival/departure date, then you will not receive a refund for this service.

13.6 In cases where a Student aged 15 or over is arriving and/or departing independently (i.e. without an accompanying person 18 years of age or older), we must receive an Independent Transfer Form within 7 days of the arrival/departure date.

14. INSURANCE

All Students attending a Course with ESS must have comprehensive travel insurance. ESS, in association with One Broker (GDIS) Ltd, provides all Students with travel insurance. The Student will automatically be included on the insurance policy from the date of booking until the Course Finishing Date.

15. LIABILITY & CHANGES – WE DIRECT YOUR ATTENTION TO THIS CLAUSE IN PARTICULAR.

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

15.1.1 unexpected. It was not obvious that it would happen and nothing you said to us before we sent you the Confirmation meant we should have expected it (so, in the law, the loss was unforeseeable).

15.1.2 caused by an event outside our control as specified in clauses 1.9, 1.10, 5.1.5, 8.1, 15.2 and 18.5.

15.1.3 avoidable. Something you could have avoided by taking reasonable action.

15.1.4 a business loss.

15.2 The details of the programme have been published in good faith. We reserve the right to make any changes or alterations to any aspect of the Course, in the event of unsuitable weather conditions or other factors beyond our control.

16. YOUR PRIVACY AND PERSONAL INFORMATION

Our privacy policy is available at [here](#). Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information we collect from you and how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

17. COMPLAINTS

17.1 If you have any complaints about the Course, please raise this with us by contacting the Earlscliffe Summer Schools Directors by email at: complaints@summerboardingcourses.co.uk

17.2 If the dispute cannot be resolved using the ESS internal complaint handling procedure, ESS will:

17.2.1 let you know that ESS cannot settle the dispute with you; and

17.2.2 ESS will refer you to our governing body, English UK's, Ombudsman service (<https://www.englishuk.com/en/students/complaints-procedure>)

18. GENERAL

18.1 We may transfer our rights and obligations under any booking to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under the Contract. You can only transfer your rights and obligations (other than a Student) under any booking to someone else if we agree to this.

18.2 This Contract is between you and ESS. Please note that ESS sub-contract their obligations under this Contract to Summer Boarding Courses Limited, a company registered in England (Company No. 6697050) and with its principal place of business being 6 Wellington Place, Floor 3, Cubo, LS1 4AP, which is responsible for the delivery of the Courses. Except as expressly set out under this clause and the remainder of the Contract no other person shall have any rights to enforce any of its

terms and neither of us will need to ask anybody else to sign-off on ending or changing it.

18.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

18.4 If we fail to insist that you perform any of your obligations under the Contract, or if we do not enforce our rights against you or a Student, or if we delay in doing so, that will not mean that we have waived our rights against you or a Student and will not mean that you or the Student does not have to comply with those obligations.

18.5 ESS shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control for example, act of Governments, natural disaster, outbreak of war, pandemic or epidemic or terrorist attacks.

19. GOVERNING LAW AND JURISDICTION

The Contract is governed by English law and you can bring a claim against us in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in and we can claim against you in the courts of the country you live in.

MODEL CANCELLATION FORM

(Complete and return this form only if you wish to withdraw from the contract) To Earlscliffe Ltd 29 Shorncliffe Road, Folkestone, Kent, CT20 2NB admissions@summerboardingcourses.co.uk
+44 (0)1943 878 518

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale for the supply of the following service [*], Ordered on [*/received on [*], Name of consumer(s), Address of consumer(s), Signature of consumer(s) (only if this form is notified on paper), Date

[*] Delete as appropriate

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