

TERMS AND CONDITIONS

WE DIRECT YOUR ATTENTION TO CLAUSES 10.2, 11.3 AND 16 IN PARTICULAR.

SBC Summer Schools are operated by Summer Boarding Courses Limited, a company registered in England (Company No. 6697050) (“we”, “us”, “Summer Boarding Courses” or “SBC”) and whose registered office is at Dukes House, 58 Buckingham Gate, London, SW1E 6AJ and whose principal place of business is Wizu, The Leeming Building, George St, Leeds LS2 7HZ. SBC have a VAT number of [234 7050 28].

You can contact us by emailing admissions@summerboardingcourses.co.uk or calling our Head Office on +44 (0) 1943 878 518.

If we have to contact you, we will do so either through the phone number or email address that you have provided to us.

DEFINITIONS

“Arrival Date”	means the date of arrival when the Students should arrive at their ca
“Business Day”	means a day other than a Saturday, Sunday or public holiday in Eng
“Code of Conduct”	means the school code of conduct, college code of conduct, internet available on our Website, on request from SBC or otherwise provided updated by us from time to time.
“Confirmation”	has the meaning given in clause 1.4.
“Course”	means the educational school course full details of which will be set

“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.
“SBC Approved Agent”	means an agent who has the legal authority to bind you to the Contract.
“Shared Transfer Service”	means the transportation service available from London Heathrow Airport to 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.
“Terms”	means these terms and conditions as amended from time to time.
“Website”	means our website, www.summerboardingcourses.com .

“you/Parent”

means the person making the booking on behalf of the Student (who with whom the legal contract is formed, whether directly with SBC or

1. Bookings

- It is advised that you make your booking application as early as possible as places for our courses are strictly limited. You can find information on how to make a booking application on our Website.
- All booking applications must be made by the Parent of the Student being booked onto the Course.
- All refunds for a cancellation made by us or you are subject to the cancellation terms outlined in clause 6.
- Your application for a booking onto 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”).
- 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 SBC and the Parents, that the school or college in question would be the most suitable for them. If a Student is, or will turn, 18 during the Course, they will not be eligible to attend any of our Courses. We may also accept or decline your application at our absolute discretion.
- 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 SBC Approved Agent, the Contract is formed between SBC and the Parent (and not the SBC Approved Agent).
- The Contract will be subject to these Terms, the booking form and the Confirmation.
- 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.
- 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.
- 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.

- 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 SBC 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.
- We accept no responsibility for the loss, damage, or theft of personal belongings during the Course. The sole responsibility for personal belongings lies with the Parent and Student.
- It is your sole responsibility to ensure that you are aware of the specifics of the Course you have booked prior to the Course Start Date. SBC will take no responsibility for material aspects of the Course not matching expectations, in so far as there has been no default by SBC.

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 two Business Days, please contact us at admissions@summerboardingcourses.co.uk.

3. UK Contact Data

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

4. Medical and Transfer Forms

- SBC require certain medical and transfer forms to be completed to ensure that the Courses run safely and smoothly.
- You agree:
 - to complete the medical forms and transfer forms detailed within the Confirmation, within the timeframe specified within such Confirmation;
 - where a booking is made after 1st May 2025, to provide the medical information within 48 hours of the date of the Confirmation; and
 - that where medical information is not provided within the timescales stipulated in clause 2.1 or clause 4.2.2 (as applicable), we may not have sufficient time to provide any reasonable adjustments, and we may exercise our rights under clauses 6.1.7 and/ or 6.1.8 (as applicable);
 - to pay an additional fee of £200 where transfer information is provided less than 28 days before the Course Start Date (where SBC transfers are required) to cover our last-minute

administrative fees and the increased transfer costs that we may incur.

- You agree with us that the administrative fee specified in clause 2.4 is reasonable and proportionate to protect SBC's legitimate interests in ensuring that all logistical information is acquired within a reasonable time before the relevant Course Start Date and to cover the increased costs that SBC may incur as a result.

5. Deposit, Course Fees and Payment

- The fees payable for each Course (the "Fees") are published on our Website (<https://www.summerboardingcourses.com/prices/>) and may vary from time to time. All Fees include tuition, cultural excursions, activity programmes, accommodation, meals, progress report or reference letter, course certificate, laundry, a UK SIM card (if required) and comprehensive travel insurance. For some courses, there are optional extras that are not included in the Fees and will incur an additional charge if booked ("Additional Charges").

- Fees and Additional Charges can be paid by the following methods:

- 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
- 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.

- The Fees and Additional Charges must be paid in British pounds:

- by Flywire, at the time of placing the booking, following the instructions on the Website; or
- by bank transfer, within 48 hours of the date of invoice, quoting your unique statement number as indicated on such invoice.

- Notwithstanding clause 3.1, your card will not be charged until such time as we have accepted your booking and you have received a Confirmation.
- If we have accepted your booking and sent you a Confirmation, but (i) your payment of the Fees and/or Additional Charges by card does not clear; or (ii) you have not paid the invoice, by the later of (a) 48 hours of the date of Confirmation; or (b) 48 hours of the date of invoice, we will notify you of the same. You must provide payment within 48 hours of the notification, otherwise we reserve the right to cancel your booking and offer your place to someone else.
- 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.

- If for any reason we cancel or reject your booking or if you cancel your booking in accordance with these Terms, subject to clause 1, we will refund to you any Fees (or Additional Charges) 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.
- 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.
- Our bank details for the purpose of paying the Fees and Additional Charges are available on the statement issued to you along with the Confirmation.

6. Cancellation

• Summer Boarding Courses Residential Summer Schools

- Summer Boarding Courses Residential Courses includes: SBC Canford, SBC at Eton College, Earlscliffe Easter School, Earlscliffe Summer School, Headington Oxford, Oxford College, Cambridge College, Rochester Independent College, and Camp Dragon.
- Subject to the provisions of this clause 6, you have the right to cancel your booking up until the Arrival Date and receive a refund. The table below shows your entitlement to a refund where you cancel your booking.

Within 14 days of the date of the Confirmation ("Refund Period")	Full refund, provided that Arrival Date (otherwise se
After the Refund Period, but more than 30 days before the Arrival Date	50% refund
Less than 30 days before the Arrival Date, or on or after the Arrival Date	No refund

- All cancellations must be made in writing and take effect from the date we receive such notice.
- 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 in clause 8) 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.

- 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 and Additional Charges that you have paid.
- 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 and Additional Charges paid.
- To ensure the safety and wellbeing of our students and staff, we reserve the right to withdraw a Student from the Course in the event that they arrive with an undisclosed medical condition. You will not be entitled to a refund where the Student has been withdrawn as a result of you failing to disclose a pre-existing medical condition.
- Where you have provided medical information relating to a Student and we determine that, as a result of such medical needs, we would not be able to cater for such Student (despite attempts to make reasonable adjustments to do so) we may cancel your booking and provide you a full refund of all Fees and Additional Charges.
- Day Camps

- Bookings for day camps shall be made through made with Ultimate Activity Camps and their terms and conditions will apply in respect of such bookings.

7. Payment of Refunds

- Any refunds due to cancellation will only be given if it is permitted under clause 6. No refund shall be given after the Course Finishing Date or where the Student has been dismissed from the Course as specified in clauses 2 and 11.3.
- We take complaints seriously and endeavour to reply to any formal complaint made in accordance with clause 18 According to the Consumer Rights Act 2015, we must provide our services with reasonable care and skill, and if we don't, you might be entitled to receive some money back. For all other complaints, it is at our complete discretion to offer refunds should we feel that one is merited.
- If you are entitled under these Terms to receive a refund then:

- 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;
- refunds will be paid in accordance with clause 7 (for cancellations); and
- we will use reasonable endeavours to pay refunds by the same means as you paid the Fees.

8. Visa Support & Visa Refusal

- 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.
- It is your responsibility to ensure that the Student's passport is in date and meets the requirements for travelling to the UK for the time of the Course.
- 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 and provision to us of a copy of the Student's passport.
- Where a Course booking is made after the Payment Due Date:

- we will only issue a Visa Support Letter once our Fees have been paid in full;
- if the visa application is still being processed at the Course Start Date then we will offer you either:

- a refund of any Fees paid less the Deposit; or
- a credit note in full for the following year.

- Upon receipt of a visa following a successful visa application, you must provide us with a copy of such visa and we will retain a copy of the Student's passport, for our file.

If the visa is refused:

- Subject to clause 11, 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:

- Subject to clause 11, if the Student has not received their visa or a visa rejection letter, and the reason is due to Embassy delays, provided you inform us of this at least ten days prior to the Course Start Date with supporting evidence from the issuing Embassy we will offer you a refund of any Fees you have paid less the Deposit.
- You may instead ask that we apply the Deposit to the following year's equivalent course, which may be accepted only at our discretion.
- 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.
- 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:

- We will not offer a refund for a visa refusal or for a delay in the visa application where:

- the visa application has not been 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”);
- all necessary documentation has not been provided as indicated by UKVI;
- you cannot 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; OR
- you fail to notify us, at least ten days prior to the Course Start Date, that the Student has not received their visa.

- 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 8.
- You can find more information about obtaining a visa on the UK Government website: [How to apply for a visa to come to the UK: Choose a visa – GOV.UK \(www.gov.uk\)](https://www.gov.uk/how-to-apply-for-a-visa-to-come-to-the-uk).

9. Third Party Services

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

10. Parent & Student Obligations

- The Parent booking the Course:

- shall procure that the Student maintains an immigration status that entitles them to undertake the Course;
- shall procure that the Student attends all classes and Course sessions regularly and on time;
- shall procure that the Student has a level of spoken and written English sufficient to allow participation on the Course;
- shall ensure that the Student does not bring valuable belongings with them on a Course;
- shall procure that the Student refrains from using any audio or visual recording equipment during classes or practical sessions;
- shall procure that the Student complies with our health and safety rules and our Code of Conduct;

- agrees that they shall have full responsibility for ensuring that the Student complies with the relevant provisions of this clause 10 and the Codes of Conduct;
- shall reply to any communications from SBC and provide any additional information requested by SBC as soon as possible;
- shall communicate any and all changes to provided information to us as soon as possible; and
- shall treat the SBC team with courtesy and respect in all communications. Abusive behaviour or language towards our staff (whether remotely or in person) will not be tolerated.

- WE DIRECT YOU TO THIS CLAUSE IN PARTICULAR – You agree that you are responsible for the Student fulfilling their obligations and following the Codes of Conduct. You recognise that if the Student does not comply with their obligations under the Contract, including the Codes of Conduct, 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.

11. Codes of Conduct

- We expect and hope that all Students registered with SBC will have a summer to remember and make every effort to show respect at all times to fellow students and members of SBC staff.
- The Codes of Conduct are designed to ensure that all the students and staff of SBC are able to enjoy a fun and safe summer, free from any unpleasant, intimidating or aggressive behaviour.
- WE DIRECT YOUR ATTENTION TO THIS CLAUSE IN PARTICULAR – The breach of any rule within the Codes of Conduct 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.
- SBC reserves the right to search a Student's room if it is suspected that they are breaking a rule within the Codes of Conduct.
- All damage to property, equipment and rooms will be charged to the Student and you will be ultimately responsible to make full payment.
- An accumulation of minor incidents (as defined in the relevant Code of Conduct) will result in dismissal from the Course.
- Students are expected to depart from the Course as soon as possible when their dismissal letter is received, and it is the responsibility of the Parent to arrange their departure travel.
- Dismissal from a Course will result in a Student not being permitted to attend any future Courses.

- If a Student is dismissed from a Course, they will not be entitled to receive any course materials including, without limitation, a letter of reference or certificate of completion.

12. Promotional Materials

- We would like to use photographs, video clips and other media of Students during the Course for the purpose of SBC's promotional material, including but not limited to;
 - future marketing;
 - advertisements;
 - 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.

- 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 1 above by ticking the relevant box on the booking form.

13. Visiting a Student

- Parents and friends are welcome to visit the Student on a Course. 24 hours' notice must be given in writing to your Admissions 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.
- 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. Please check the timetable that will be shared prior to arrival for excursion dates.
- Requests to visit a Student must come in writing from the primary email address associated with your booking.
- SBC may deny requests for visits using its ultimate discretion.

14. Travel Arrangements

- 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. You should use the transfer information form to provide this information.
- 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.
- You shall be responsible for travel associated costs, which SBC 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.

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

15. Insurance

- All Students attending a Course with SBC must have comprehensive travel insurance. SBC, in association with Howden for Students, 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.
- You must comply with our insurance policy, which can be reviewed in full here.

16. Liability & Changes – WE DIRECT YOUR ATTENTION TO THIS CLAUSE IN PARTICULAR.

- We're responsible for losses you suffer caused by us breaking the Contract unless the loss is:
 - 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).
 - caused by an event outside our control as specified in clauses 9, 1.10, 6.1.6, 9.1, 16.2 and 19.6.
 - Something you could have avoided by taking reasonable action.
 - a business loss.
- 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.

17. Your Privacy and Personal Information

Our privacy policy is available [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.

18. Complaints

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

- If the dispute cannot be resolved using the SBC internal complaint handling procedure, SBC will:

- let you know that SBC cannot settle the dispute with you; and
- SBC will refer you to our governing body, English UK's, Ombudsman service (<https://www.englishuk.com/en/students/complaints-procedure>)

19. General

- The Codes of Conduct (as amended) are incorporated into this Contract and are binding.
- 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 to a Student, where applicable) under any booking to someone else if we agree to this.
- This Contract is between you and SBC. Except as expressly set out under 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.
- 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.
- 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.
- SBC 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.

20. 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.