

The Small Print 2024

1. TERMINOLOGY

- 11 The School means Exsportise Ltd, of Aberdeen House, South Road, Haywards Heath, West Sussex, RH16 4NG. The company registration number is 2330930.
- 12 The School, Summer School, or We: means the residential, day and online English language, sports, activity and cultural courses offered by Exsportise Ltd.
- 13 The Course: means the residential, day and online English language, sports, activity and cultural courses offered by Exsportise Ltd.
- 14 The Booking: means the reservation of a place on the Course.
- 15 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 Exsportise Ltd.
- 16 The Student: means the child/adult named on the registration form and/or the child/adult who attends Exsportise Ltd.
- 17 The Deposit: means the amount payable to Exsportise Ltd in order to reserve a place. The deposit will be deducted from the balance of fees payable by the parent.
- 18 The Registration Form: means the form provided by the Exsportise Ltd or its agent for the purpose of booking a place at the school.

2. GENERAL TERMS & CONDITIONS

- 21 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 and Conditions provided by an agent or similar.
- 22 The contract between the parent and Exsportise Ltd is binding. You may not transfer, assign or charge, or otherwise dispose of this contract or any of your rights or obligations under it without our prior written consent. Provided the person agrees to comply with these Terms and Conditions, we may, to said person, transfer assign or charge, sub-contract or otherwise dispose of this contract, or any of our rights and obligations arising under it, at any time during its term.
- 23 The parties agree that these Terms and Conditions are fair and reasonable in all circumstances. If any provisions are not held valid by court but would be valid upon deleting part of the wording, then the provision shall apply with the necessary deletions.

3. BOOKINGS

- 31 By booking a course at Exsportise Ltd, you confirm that:
 - 31.1 You are responsible for providing full and accurate details about the student on the registration form and are kept up to date.
 - 31.2 You are legally capable of entering into binding contracts
 - 31.3 You are at least 18 years old and you book the course as an authorised adult
 - 31.4 You have read the Terms and Conditions (Small print) defined here
 - 31.5 You are responsible for arranging and paying for the student's travel to and from the camp venue (outside of Exsportise UK Transfers from standard locations to the schools, confirmed by Exsportise)
- 32 Booking Confirmation and payment of deposit:
 - 32.1 All places are subject to availability and to payment of a deposit of £350 per residential week booked.
 - 32.2 The deposit is non-refundable.
 - 32.3 On receipt of a completed registration form, if a place is available, the school will confirm the reservation and send the parent confirmation and details of the Course booked by email usually within two working days.
 - 32.4 A reservation is not a legally binding contract between the Agent/Parent or Guardian and the School. No Course is fully confirmed until the Deposit has been received in full.
- 33 Changes to Bookings:
 - 33.1 After the initial booking confirmation, if there is a change in the booking, we may charge a £25 fee
 - 33.2 The school will do its best to facilitate changes including late changes, however, requested changes by the parent are subject to availability of the relevant change (course, School, dates). The change will be at the sole discretion of the Exsportise Head Office, whose decision is final.

4. AIRPORT TRANSFERS

- 4.1 For 2024, standard transfers are included in the course package, to book this the Parents must complete and return the Transfer Form via email at least one month before the course start date. Upon receipt, the parent will receive a transfer confirmation
 - 4.1.1 There is no reduction in fees if the student does not require a Transfer Service.
 - 4.1.2 It is the Parents' responsibility to check the confirmation and make the School aware of any errors or changes
 - 4.1.3 The School will not accept responsibility for organising transfers outside of those confirmed by the School
 - 4.1.4 Transfers from Airports to the Schools are organised in similar flight groups, meaning some Students will be required to wait at the airport for other Students to arrive.
 - 4.1.5 The School does not accept responsibility for any loss or expense due to delays or changes in public transport beyond its control.
 - 4.1.6 The School will make all reasonable endeavours to ensure Student catches their transport (flight or train). Subject to this, the School shall have no liability for any direct or indirect loss or expense that is incurred if a Student misses their flight or train.

5. PAYMENTS

- 5.1.1 The balance of the Course fee must be paid by the Parent by debit/credit card or bank transfer by 1 May 2024.
- 5.1.2 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 6).
- 5.1.3 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.
- 5.1.4 Impromptu expenses: The Parent agrees that they are obliged, not the School, for any unplanned expenses (such as Doctor fees, Travel expenses, or hotels (in case of expulsion)). Where such payments are required, the Parent

5.15 Extra charges are payable in advance based on certain requests in the booking, these include the following:

Late Transfer Arrangement (details received or changed within 28 days)	Cost Price
Out of Hours transfer (out of day)	£200 minimum (if above – cost price)
Irregular Airport/Train/Location	£200 minimum (if above – cost price)
Extra Night (all locations)	£240

6. CANCELLATION & REFUNDS

- 6.1 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).
- 6.2 If a Parent decides to cancel the Booking, all or part of his/her payment will be forfeited to cover the School's costs as follows:
- 6.21 By 1 May 2024 Full refund of all fees paid
- 6.22 After 1 May 2024 and over 44 days before the Course start date Loss of deposit
- 6.23 30-44 days before the Course start date Loss of 50% of full Course fee
- 6.24 0-29 days before the Course start date Loss of 100% of full Course fee
- 6.25 On or after the Course start date Loss of 100% of full Course fee
- 6.3 The School pays no compensation or refunds if it changes or cancels a Course because of war, strikes, terrorism, pandemic, technical problems with transportation, Weather or any other event outside of its control.
- 6.4 The School does not offer any refund in cases of home-sickness.
- 6.5 If the Parent cancels a Course due to the rejection of a visa application, the School will provide a full refund or voucher for the following year on receipt of written evidence prior to the Course start date.

7. INCOMPATIBILITY & EARLY DEPARTURE

- 7.1 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.
- 7.2 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.
- 7.3 Parental early departure: in the case that the Parent decides to withdraw their Child during the Summer School, they do so with the understanding that no refund will be made, unless in exceptional circumstances.
- 7.31 Exceptional circumstances include, but are not limited to:
- 7.32 Serious breaches in these Terms and conditions
- 7.33 Illness, genuine hardship or some family emergencies

8. INSURANCE

- 8.1 Insurance is provided for all Students attending an Exsportise Ltd Summer School.
- 8.2 The School does not accept any responsibility for any claims arising from a third party or Student.
- 8.3 The Parent is responsible for making an Insurance claim, and supporting this claim with any relevant documentation.
- 8.4 The School cannot make claims on behalf of Parents
- 8.5 It is the Parents responsibility to ensure the Student has adequate Travel and Medical insurance to cover any medical treatment potentially required. This should also include cover associated with accommodation, travel, transport and/or repatriation to the Students home country.
- 8.5.1 Following the UK's exit from the EU, European citizens are not guaranteed free healthcare at the point of delivery.
- 8.5.2 Students with pre-existing medical conditions may not be covered by the insurance cover included in Exsportise's course fees. It is recommended that the parent checks with the Insurance company and takes adequate insurance should the medical condition not be covered under the policy.

9. MEDICAL CARE

- 9.1 Due to the physical nature of the Summer School courses, the Parent must ensure the Student is in good physical and mental health conditions. Refunds will not be issued if a Student is not fit to participate in any part of the course.
- 9.2 The School requires full information about a Student's known 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 and enable us to make reasonable adjustments and plan according to reflect the Student's condition.
- 9.2.1 Depending on the Medical Information supplied in the registration, Exsportise Ltd may still require additional information that must be provided by the Parent, in the form of a follow-up call, written questionnaire or doctor's advice.
- 9.2.2 Depending on any pre-existing medical conditions, separate insurance cover may need to be taken out by the parents/guardians of the student
- 9.3 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.
- 9.4 On arrival, the School reserves the right to send a Student home based off an informed judgment with no refund of fees if non-disclosed medical, physical, mental or behavioural conditions make the Student's participation on the Course impossible.
- 9.5 The School is fully committed to making our courses accessible to all Students, however, on occasion, the School may not be able to provide the service required or ensure the health and Well-being of the Student or other Students. In this scenario, the School reserves the right to not accept a booking.
- 9.6 In an emergency, should the Parents not respond to reasonable contact in time, the Parent authorizes the School Director, Centre Manager or Welfare Manager, acting in Loco Parentis, to consent to emergency medical treatment (such as Blood transfusions and operations), where certified by an appropriately qualified Medical Professional.

10. LIABILITIES AND NEGLIGENCE

- 10.1 The School can take fair and reasonable action in situations that the Terms and Conditions do not cover
- 10.2 The School shall not be liable for any losses caused by any breach of Our agreement by any other person than us and any business losses
- 10.3 The School does not accept responsibility for accidents, illness or Injuries, except in cases where staff have been found to be negligent
- 10.4 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.
- 10.5 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.
- 10.6 The School does not accept responsibility for the safety, security or loss of any personal belongings in the Students possession, that is not handed in for safekeeping by the School upon arrival. In reason, the School will always assist the Student or Parents with trying to locate any lost items.
- 10.7 The School will endeavour to remind Students to pack all their items, however; The School does not accept responsibility for belongings left with us, including passports, tickets, cash or valuables. Any cost incurred by the School on behalf of the Student or Parent will be charged to You

11. PROGRAMME

- 11.1 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. All activities are risk assessed
- 11.2 Any Nationality or Language Quotas are a target or previous statistic; there are no guarantees on these quotas, although Exsportise will endeavour to achieve these
- 11.3 No accommodation requests made by Parents are guaranteed. The School reserves the right to accommodate Students as deemed appropriate or with availability and will do its best to consider requests where possible, alongside the rights and freedoms of Students. This does not apply to certain medical requests.

12. PROGRAMME CHANGES

- 12.1 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.
- 12.2 The School reserves the right to cancel a Course in case of an insufficient number of Students (minimum number of bookings) or staff; in this case, the School will always try to offer a suitable alternative.

13. COMPLAINTS & COMPENSATION

- 13.1 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.
- 13.2 If the Centre Manager fails to solve the problem or difficulty promptly and to the Student's or Parent's satisfaction, the Parent should contact the Managing Director at the School's Head Office as soon as possible.
- 13.3 If the Parent would like to make an official complaint against Exsportise Ltd, he/she must write to the Managing Director at the School's Head Office within 10 days of the Student's departure from the Course.
- 13.4 The Parent can request a copy of the School's Complaints Procedure by emailing admin@exsportise.co.uk
- 13.5 If the Parent would like to request an independent review of the School's handling of a complaint, he/she can contact English UK. Phone: 020 7608 7960 Email: info@englishuk.com

14. DISCLAIMER

- 14.1 The Weekly fee is inclusive of VAT (20% at the time of going to print).
- 14.2 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.
- 14.3 The details and information provided in the School's publicity materials are published in good faith.
- 14.4 The School's prospectus is the responsibility of Exsportise Ltd. It is not issued on behalf of any of the host Schools and external venues used by the School.

15. DATA PROTECTION

- 15.1 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.
- 15.2 The School may process photographic and video images of the Student for School publication materials, on the School Website or on the School's social media channels in accordance with the School's policy. If the Parent does not wish for the Student to appear in any material, they must ensure they notify this on the consent forms and ensure the Student is aware.
- 15.3 The School may share information with certain third parties for example agents/travel agencies, transport providers and sports coaches.
- 15.4 Further information about how We protect Your data can be found in the Privacy Notice on the School Website.
- 15.5 If You have any questions on how the School uses data or would like to make a Data Subject Access Request, please contact admin@exsportise.co.uk

16. BOOK WITH CONFIDENCE FOR 2024

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

17. GOVERNING LAW

- 17.1 These Terms and Conditions form the basis of any contract between the School and the Parent/Guardian or agent. The contract is

Exsportise Limited, Aberdeen House, South Road
Haywards Heath, West Sussex, UK, RH16 4NG
+44 (0)1 444 444 777 / Admin@exsportise.co.uk / www.exsportise.co.uk



provided in English and is subject exclusively to the laws and courts of England and Wales.

