

# Gordonstoun International Summer School

## Terms & Conditions 2024

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions the following terms shall have the following meanings:

- Gordonstoun International Summer School*: ('GISS', 'Summer School' or 'the School'). GISS is operated by Gordonstoun Schools Limited (Company Number 288105 and Scottish Charity number SC037867) and having its registered address at Gordonstoun School, Duffus, Elgin, Morayshire IV30 5RF;
- Services*: the provision of the Summer School for the Student by GISS (including its Agents), including accommodation, food, laundry, supervision, instruction, entertainment, activities, standard airport transfer, medical care provided on-site, and by the UK National Health Service;
- Agents*: the third parties who are engaged by GISS to provide elements of the Summer School Services. For example, [The Outward Bound Trust](#). (OBT);
- Student*: the child or children who will be attending GISS, as specified in the Application Form;
- You or Your*: the Student's parent(s) or guardian(s) or other person with parental responsibility for the Student, being the person who has signed the Application Form, in such a capacity;
- Application Form*: the GISS application form to apply for a place on the Summer School which comprises of: [2024 GISS Student Application Form](#) and the [Student Health Form](#);
- Fee*: the fully inclusive fee for the Services is £6,450 per student. The Fee does not include transport to and from the Student's place of residence, pocket money, private health care, medical expenses and / or bespoke airport transfers;
- Deposit*: the amount of £1000 payable when the application form has been submitted and written confirmation of place has been received. This amount is strictly non-refundable and will be deducted from the balance of the full fees due;
- Full Fee Date*: either:  
(a) the 30<sup>th</sup> April 2024, by which date the Fee relating to the provision of the services must be received in full by GISS; or  
(b) in the event that an application is made after the 15<sup>th</sup> April 2024, the Full Fee Date is 14 days after the issuing of the invoice by GISS or by the course start date, whichever occurs first;

1.2 The headings in these Terms and Conditions are for ease of understanding only, and do not form part of the Terms and Conditions.

### 2. Application, Payment of Fee & Registration

- 2.1 Upon written acceptance by GISS of your application and confirmation of a place pending payment of deposit, you shall pay GISS the deposit amount of £1000 within 4 weeks of receipt of the deposit invoice; this then constitutes a legally binding contract based on these terms and conditions.
- 2.2 The balance of the fee is due in full by the Full Fee Date. Once GISS has received the Fees the Student's registration has been completed, and the Student will have a confirmed place at the Summer School.
- 2.2 Both applications and registrations for GISS are accepted at the sole discretion of GISS, and are not transferable.
- 2.3 Payment of fees shall be made by bank transfer through the schools "Flywire" payment portal, details of which will be included in the invoice.

### 3. Cancellation

- 3.1 Cancellations should be advised by email to: [giss@gordonstoun.org.uk](mailto:giss@gordonstoun.org.uk) and are effective at the point of receipt by GISS. Deposits are non-refundable and fees will be non-refundable after the Full Fee Date. (GISS recommends appropriate insurance be purchased, See section 10.4 Liability).
- 3.2 If a Student is withdrawn from GISS during the summer course, either by parents or by GISS due to injury or a breach of student behaviour (see section 8.0) there will be no refund of any fees, except in the case of breach of these Terms and Conditions by GISS. (for injuries GISS recommends appropriate insurance be purchased, See section 10.4 liability).

### 4. Medical

- 4.1 You must complete and return the Student Health Form; GISS will not accept a Student application without a completed Student Health Form.
- 4.2 GISS reserve the right not to approve your application on the grounds that a Student's medical problem is not conducive to the Student's, or other Students' participation at GISS and / or GISS does not have the knowledge, expertise and / or experience to properly care for the Student.
- 4.3 In the event that a Student becomes ill or incapacitated whilst a Student at GISS, You agree to medical treatment being given as follows:
- in accordance with the recommendations of a qualified medical practitioner;
  - routine medical care by GISS personnel and / or their Agents;
  - first aid medical care by GISS personnel and / or their Agents;
  - the issuing of medication which the Student brings to GISS, in accordance with Your instructions;
  - the issuing of prescription medication prescribed to the Student whilst at GISS; the issuing of over the counter medication, as and when required.
- 4.4 In the event of an emergency, we (includes our Agents) will if practicable attempt to obtain your prior consent to urgent medical attention. However, should we be unable to contact You, You authorise GISS and it's Agents to make the decision on Your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- 4.5 You are responsible for informing GISS in writing of any medical issues (both physical and psychological) relating to the Student by completing the Student Health Form. Once GISS have received the completed Health Form they may seek further details from You at their sole discretion regarding the same. If, during the period when the Services are provided, GISS (based upon medical advice) conclude that the information provided in the Health Form is not correct and full, or that it has changed since the time of completion of the Health Form, we reserve the right to terminate the Services. No refund of the fee will be given to You and the costs of arranging for the Student to be returned to their place of residence will be entirely borne by You.
- 4.6 If, after the Health form has been submitted, the Student becomes ill, suffers from any injury, or comes into contact with any contagious or infectious disease prior to the commencement of the Summer School, you must immediately notify GISS in writing and provide a medical certificate from the Student's doctor, giving the Student approval to attend GISS. If the Student is unable to attend due to injury or illness there will be no refund of any fees after the Full Fee Date.
- 4.7 Any additional costs for medical treatment, such as emergency dental care or specialised private health care, together with reparation to the place of residence, will be charged to You.
- 4.8 Students must disclose all medication on arrival at GISS. Medication will be stored and administered by qualified personnel.

### 5. Travel & Transport

- 5.1 Students must arrive on the designated arrival and departure dates. Transfers for Students to and from either Aberdeen or Inverness Airport on the arrival and departure dates are included in the Fee.
- 5.2 Should You or another person wish to accompany a Student or Students on the transfers, every reasonable effort will be made to include You on the transportation scheduled for the Students to the School. GISS is not responsible for scheduling or bearing the cost of Your return transportation to the airport.
- 5.3 The cost of any excess or lost baggage is entirely the responsibility of You.
- 5.4 A valid passport is essential for travel to the UK, with an expiry date of at least 6 months beyond the end date of a visit.

- 5.5 In the event that a Student requires a visa, You take full responsibility for ensuring that You obtain a visa. GISS will provide a Visa Support Letter if required on receipt of a scanned passport copy.
- 5.6 Parents must complete and return the Travel Details Form by 31<sup>st</sup> May, or if the application is accepted after this date, then by the date agreed between the parties.

## 6. Supply of Services

- 6.1 GISS shall provide the Services to the Student.
- 6.2 GISS reserves the right, at its sole discretion, to withdraw the Student from any activity at any time, on the grounds of safety or unsuitability.

## 7. Your Responsibilities

- 7.1 You are responsible for all acts or omissions of the Student whilst the Student is at GISS. Without prejudice to the generality of the foregoing, You shall fully indemnify GISS, their Agents, contractors and / or employees for any loss, damage, costs or expenses resulting from such liability, injury or damage.
- 7.2 You agree to the Student participating in the GISS programme, and You acknowledge that there is an inherent risk in all sporting and adventurous activities. Together with our Agents, we have significant experience in providing adventurous activities and consider our safety arrangements to be at the forefront of the adventure activity industry. The risk of serious injury to participants is extremely small but it is not non-existent. We take a great deal of care of participants' safety. However, as in any adventure activity, there will be some factors beyond our control. Participants will be briefed before every activity and are expected to follow the safety procedures explained to them and to indicate if they are unsure of what is expected of them. Participants are never forced to do an activity and if any participant has concerns, they should make these known to their instructor. The level of risk associated with GISS activities is normally very low, and probably no greater than that experienced by active people in everyday life.
- 7.3 It is Your responsibility to provide GISS with such information (including name, address and other contact details) of every person who is a parent and / or guardian and / or person with parental responsibilities for the Student and / or other contact persons. By providing these details You confirm that GISS may contact these persons regarding the Student should they wish, or need, to do so and that they have provided their consent to be so contacted.
- 7.4 It is Your responsibility to tell GISS with whom the Student ordinarily resides.

## 8. Student Behaviour

- 8.1 Students are to display good manners and courtesy to all staff and students at all times.
- 8.2 Students should treat their own possessions, those of GISS, other Students, staff or other third parties with respect. Any damage incurred will result in charges payable by You.
- 8.3 The following behaviour will not be tolerated by any student:
- Any behaviour which is contrary to the health and safety of the student, other students, staff or other persons;
  - Vaping and the possession or consumption of alcohol, tobacco or drugs;
  - Intimate relations;
  - Dishonesty or theft;
  - Aggressive, racist or discriminatory behaviour, bullying or unkindness towards others.
- 8.4 GISS reserves the right to search the bags and personal property of all Students at their sole discretion and where necessary, without the Student's permission.
- 8.5 If a Student fails to meet the required Student Behaviour, GISS reserves the right to:
- 8.5.1 discipline the Student (in consultation with You, where possible);
- 8.5.2 remove the Student from GISS, without a refund. In these circumstances GISS will endeavour to liaise with you as to the most appropriate manner in which to return the Student to the Student's place of residence. You will be liable for any costs associated with the return of the Student to the Student's place of residence; and / or
- 8.5.3 inform the appropriate local, national or international authorities.
- 8.6 Students are required to understand and accept [The Outward Bound Trust's Code of Conduct](#).

## 9. Valuables, Electronic Devices and Lost Property

- 9.1 GISS will not be liable for any item of jewellery, electronics or other valuable property brought to the School by the Student.
- 9.2 GISS will list and itemise all valuable items of property disclosed by the Student to GISS at the earliest possible occasion on the designated arrival date. On or before the Departure Date, GISS will check that the Student has the disclosed valuable property prior to departure. Where there is a discrepancy between the items recorded upon arrival and those recorded on departure, this will be notified to You.
- 9.3 GISS will not be responsible for any property left at the School (by the Student or otherwise), and may dispose of any such property if not claimed by You within 6 weeks after the end of GISS.
- 9.4 Electronic devices, including mobile telephones, may only be used with the permission of a member of staff of GISS. Generally the time spent on electronic devices, including mobile telephones, will be limited to approximately a maximum of 90 minutes per day and at times designated by GISS.

## 10. Liability

- 10.1 Except in respect of death or personal injury caused by GISS' negligence, GISS shall not be liable to You or the Student by reason of any representation (unless fraudulent) or any implied warranty, conditions or other term, or any duty at common law or under the express terms of these Terms and Conditions for any loss, damage, cost, expense or other claim (whether caused by our negligence or the negligence of our servants, Agents, contractors or otherwise), which arise out of or in connection with the provision of the Services or their use by You or the Student, and our entire liability under, or in connection with, these Terms and Conditions shall not exceed the amount of our Fees for the provision of the Services.
- 10.2 Where GISS provides, in connection with the provision of the Services, any goods or equipment or services supplied by a third party, GISS does not give any warranty, guarantee or other terms as to their quality, fitness for purpose, performance or otherwise.
- 10.3 GISS shall have no liability to the Student for any loss, damage, costs, expense or other claims for compensation arising from any instructions supplied by You which are incomplete, incorrect, inaccurate or illegible, or arising from the Student's late arrival or non-arrival, or any other fault of You or the Student.
- 10.4 You are advised to take out appropriate insurance covering You and the Student, inter alia, against cancellation, curtailment, personal liability and lost property. GISS will make available details of an insurance policy and facilitate arrangement of the service, but will not be held liable if any issues are arising.
- 10.5 GISS reserves the right to alter programmes, activities, itineraries, excursions, age brackets, premises and personnel as it thinks fit, and without notice.
- 10.6 GISS will not be held liable for any issues arising from a Student Health Form being completed incorrectly or as a result of any omissions.
- 10.7 GISS will not be bound by any statement unless it is in writing and authorised by a Director of GISS or his or her designate.

## 11. Data Protection, Confidentiality and References

- 11.1 You consent to GISS retaining personal data relating to You/Your child in paper or electronic format in accordance with the principles of the General Data Protection Regulations (2018). You can view our Privacy Notice at <https://giss.org.uk/privacy-policy/> and those of our Agents The Outward Bound Trust at [outwardbound.org.uk/privacy-policy](http://outwardbound.org.uk/privacy-policy) and Seas Your Future <https://www.seasyourfuture.org/privacy-policy/>
- 11.2 GISS will use Your child's personal data to manage and administrate their participation on the Summer School courses. Additionally, should You propose that Your child be considered for entry to Gordonstoun for full time education, GISS may supply information and a reference in this respect. Any reference supplied by GISS shall be confidential. GISS will ensure that all information supplied relating to Your child is accurate and any opinion given on their ability, aptitude for certain courses and character is fair. We cannot be liable for any loss You or Your child is alleged to have suffered resulting from a reference or report given by GISS.
- 11.3 GISS will use photographs and video of Your child, taken by the School's photographer, or by a selected third-party photographer appointed by the School, within the School, on the School's website, and in School publications and promotional material. Parents and students will be asked to complete an end of course survey; reviews and comments may be used in promotional material.

## 12. Force Majeure

- 12.1 The School will not assume responsibility or liability for any damage, loss, claim or injury (including claims for the alteration or cancellation of Summer School) resulting from events beyond our reasonable control including, without limitation, acts of God, strikes, incidents of terrorism, politically or religiously motivated violence, war, pandemic

outbreak of disease, compliance with any law or governmental order, rule, regulation or direction, environmental contamination, malicious damage, threats to safety, fire or extreme weather.

### **13. General**

- 13.1 By making an application to enrol a child at GISS, the parent, guardian or other person with parental responsibilities, who has signed the Application Form, accepts that they shall be bound by these Terms and Conditions.
- 13.2 These Terms and Conditions constitute the entire agreement between GISS and You / the Student.
- 13.3 Your acceptance of these Terms and Conditions is provided by signing the Application Form and payment of the Deposit.
- 13.4 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.
- 13.5 These Terms and Conditions are governed by the laws of Scotland, and the parties submit to the exclusive jurisdiction of the Scottish Courts.