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Mill Hill

**Instilling values, inspiring minds**

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# Spring School

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## Terms and Conditions Spring 2024



## 1. Introduction

**1.1 Terms and Conditions:** these Terms and Conditions together with:

1.2 the completed Booking Form ; and

1.3 the Confirmation Letter;

Form the basis of a legally binding contract between the Parents and the Mill Hill Spring School for the provision of educational services.

**1.4 Changes:** Reasonable changes may be made by Us to these Terms and Conditions from time to time.

## 2. Terminology

**2.1 The Spring School/We/Us:** means The Mill Hill School Foundation (Foundation) trading as the Mill Hill Spring School as now or in the future constituted (and any successor). The Foundation is constituted as a company limited by guarantee with charitable status.

**2.2 The Course:** means the course specified on the Booking Form.

**2.3 The Director:** means the Director of both the Spring and Summer School who is the person appointed by the Foundation to be responsible for the Pupils and includes those to whom any of the duties of the Director have been delegated. The Director may be contacted by email at [elj@millhill.org.uk](mailto:elj@millhill.org.uk)

**2.4 The Head:** means the Head of Mill Hill International School who is the person appointed by the Court of Governors of the Foundation to act as the final arbiter in the case of any issues arising between the Director and the Pupil and/or the Parent/s and includes the Head of any other Foundation School to whom any of the duties of the Head have been delegated.

**2.5 The Parent/s:** means the parent or guardian of the pupil. Parents are required to sign the Booking Form and are legally responsible, individually and jointly, for complying with their obligations under these Terms and Conditions.

**2.6 The Pupil:** is the child named on the Booking Form. The age of the Pupil will be calculated in accordance with UK custom.

## 3. Care and good discipline

**3.1 Head's authority:** The Parents authorise the Director to take and/or authorise in good faith all decisions which the Director considers on proper grounds will safeguard and promote the Pupil's welfare while s/he is in the care of the Spring School.

**3.2 Disclosures:** The Parents must, as soon as possible but in any event prior to the commencement of the Course, disclose to the Director in confidence:

3.2.1 any known medical condition, health problem or allergy affecting the Pupil;

3.2.2 any disability, special educational need or any behavioural, emotional difficulty and/or social difficulty on the part of the Pupil;

3.2.3 any concerns about the Pupil's safety or welfare.

**3.3 Physical Contact:** Parents give their consent to such physical contact as appropriate and proper for teaching and instructions and for providing comfort to the Pupil if in distress or to maintain safety and good order, or in connection with the Pupil's health and welfare. Such contact and comfort shall be in line with the Foundation's Policy to Safeguard and Promote the Welfare of Children who are pupils at the Foundation (which can be found on the Foundation website). Parents also consent to their child participating in contact and non-contact sports and other activities as part of the normal Spring School and extra-curricular programme and acknowledge that while the Spring School will provide appropriate supervision the risk of injury cannot be eliminated.

**3.4 Emergency medical treatment:** The Parents authorise the Director to consent on their behalf to the Pupil receiving emergency medical treatment including blood transfusions, general anaesthetic and operations performed by the National Health Service or at a private hospital and where certified by an appropriately qualified person as necessary for the Pupil's welfare and if the Parents cannot be contacted in time. The Parents must comply with the Spring School medical officer's recommendations which may include a reasonable decision to release the Pupil home when s/he is unwell.



**3.5 The Pupil's Health:** The Director may at any time require a medical opinion or certificate as to the Pupil's general health where the Director considers that necessary as a matter of professional judgement in the interests of the Pupil and/or the Spring School community. The Pupil if of sufficient age and maturity is entitled to insist on confidentiality which can nonetheless be overridden in the Pupil's own interests or where necessary for the protection of other members of the Spring School community.

**3.6 Medical Information:** Throughout a Pupil's time at the Spring School, the Director or any Spring School medical officer shall have the right to disclose confidential information about the Pupil if considered to be in the Pupil's own interests or necessary for the protection of other members of the Spring School community. Such information will be given and received on a confidential, "need-to-know" basis.

**3.7 Spring School Rules:** Each Pupil is supplied with a copy of the Spring School Rules giving information about the ethos and rules at the Spring School. The purpose of the Spring School Rules is to help every Pupil to know what is expected and to encourage courtesy and consideration for others. Each Pupil and Parent should read the Spring School Rules.

**3.8 Spring School Discipline:** The Spring School's disciplinary policy which is current at the time applies to all Pupils when they are in the care of the Spring School whether on or off the Spring School premises, or otherwise representing or associated with the Spring School.

**3.9 Searching and testing:** If Spring School staff suspect that the Pupil has broken Spring School rules or has been involved in any illegal activity including activity involving drugs or substances, the Pupil may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances or asked to provide a biological sample for testing for the use of drugs or substances. Such questioning, searching and testing shall be carried out in line with the Foundation's policies. All reasonable care will be taken to protect the Pupil's rights and freedoms and to ensure that the Parent is informed as soon as reasonably practicable after it becomes clear that the Pupil may face formal disciplinary action.

**3.10 Expulsion:** The Pupil may be required to leave the Spring School if it is proved by the Director on the balance of probabilities that:

3.10.1 the Pupil has committed a very grave breach of discipline or a serious criminal offence; or

3.10.2 by reason of the Pupil's conduct, behaviour or progress, the Pupil is unwilling or unable to benefit sufficiently from the educational opportunities and/or the community life offered by the Spring School; or

3.10.3 the Parents have treated the Spring School or members of its staff unreasonably

The Director shall act with procedural fairness in all such cases. If the Pupil is expelled there will be no refund of the Booking Fees or Course Fees.

In the event that the Parent/s dispute the decision as to expulsion made by the Director, the Parent/s may contact the Head by email at [head@millhillinternational.org.uk](mailto:head@millhillinternational.org.uk) who will review the decision but whose judgment shall be final.

## 4. Booking and entry to the Spring School

**4.1 Booking procedure:** The Parents understand and agree that:

4.1.1 They can book a place at the Spring School for their child by sending the Spring School a completed Booking Form and the Booking Deposit.

4.1.2 No booking is accepted until the Booking Deposit has been received and confirmation of the place has been given by the Spring School by means of a confirmation letter (Confirmation Letter). The Confirmation Letter will also set out the amount of the Course Fees and when and how they are to be paid. All Course Fees are to be paid using the Foundation's Flywire account.

4.1.3 A legally binding contract between the Parents and the Spring School is formed based on these Terms and Conditions, the Booking Form and the Confirmation Letter when the Confirmation Letter is sent to the Parents.

4.1.4 If the Parents do not pay the Course Fees in full by the date specified in the Confirmation Letter the Spring School may cancel the booking immediately by notifying in writing/by email. If this occurs the Spring School will



retain the Booking Deposit but will return any part payment of the Course Fees received less any bank charges and/or transfer fees.

**4.2 Information for parents:** The Spring School provides information about itself and the educational services it provides to parents in good faith. This information may be contained in the Spring School's prospectus / website / promotional literature or in statements made by staff or pupils during a visit or an open day. If the Parents wish to take account of information provided to them when deciding whether to enter into this agreement they should seek specific written confirmation from the Director that the information is accurate before returning a completed Booking Form.

**4.3 Minimum number of bookings:** The Parents understand and agree that the Spring School reserves the right to cancel the Course before its commencement date if the minimum number of bookings is not reached. If such cancellation is necessary, the Parents will be offered a full refund of Booking Deposit, and Course Fees paid at the date of cancellation.

**4.4 Equality:** The Spring School is a mainstream co-educational residential Spring school for pupils aged 12-17 years. The Spring School is part of the Foundation which has a Christian ethos and welcomes staff and children from many different ethnic groups and backgrounds. Human Rights and Freedoms are respected. At present, our physical facilities for the disabled are limited but we will do all that is reasonable to ensure that the Spring School's culture, policies and procedures are made accessible to children who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and pupils who have disabilities for which, after reasonable adjustments, we can cater adequately.

## 5. Course Fees

**5.1 Course Fees:** May include alone or in a combination any tuition fees, boarding fees or extras items such as charges arising in respect of educational visits. In addition the Parent/s are required to pay within 14 days of demand the cost of any damage where the Pupil alone or with others has caused willful loss or damage to the Spring School/ Foundation property or the property of any other person (fair wear and tear excluded).

**5.2. Payment of Course Fees:** The Parents jointly and severally agree to pay the Course Fees directly to the Spring School in full before the date specified in the Confirmation Letter. Please see clause 4.1.4 above for information about what may happen if the Course Fees are not paid on time.

## 6. Cancellation or early departure

**6.1 Cancellation policy:** If the Parents cancel the Course for any reason before it begins, they must inform the Spring School in writing immediately. Cancellation takes effect from the date when the Spring School receives this notification. Subject to clause 6.3, the following refunds will apply:

6.1.1 61 days or more prior the Course Start Date: Full refund of the Booking Deposit and Course Fees, if paid, less any bank charges and/or transfer fees

6.1.2 29 to 60 days prior to the Course Start Date: Refund of 75 per cent of the Course Fees, if paid, less any bank charges and/or transfer fees but the Booking Deposit will be retained by the Spring School.

6.1.3 8 to 28 days prior to the Course Start Date: Refund of 50 per cent of the Course Fees paid less any bank charges and/or transfer fees but the Booking Deposit will be retained by the Spring School.

6.1.4 0 to 7 days prior to the Course Start Date: No refund except in exceptional circumstances to be decided at the sole discretion of the Director.

**6.2 Cancellation periods:** The cancellation periods detailed in clause 6.1 will begin to run from the day after the date on which the Parents receive the Confirmation Letter, and will run concurrent to the Early Cancellation period (where applicable) as detailed in Clause 6.3 below.

**6.3 Early cancellation:** Where the contract between the Parent/s and the Spring School is concluded solely via distance communication (that is, other than by a face-to-face meeting between the Parent/s and a Spring School representative or agent):

6.3.1 The Parent/s may cancel the contract free of charge within fourteen days of their receipt of the Confirmation Letter (counting from the day after the day on which the Parents receive the Confirmation Letter) (Early Cancellation);





6.3.2 Where the Parent/s require Early Cancellation, the Spring School shall refund in full any payment it receives from them in respect of the contract.

#### **6.4 Cancellation other than Early Cancellation:**

Should the Parent/s wish to terminate the contract after the Early Cancellation period has expired, or where the contract is not concluded solely via distance communication, the Parent/s will be liable to pay the relevant cancellation charge detailed in clause 6.1 above.

**6.5 Early departure:** Once the Course has started if the Parent/s decide to withdraw the Pupil from the Spring School, or if the Pupil withdraws him/herself before the end of the Course they may do so on the understanding that no refund of Course Fees will be made, save in exceptional circumstances and at the sole discretion of the Director. Exceptional circumstances may include but are not limited to:

6.5.1 a serious breach of these Terms and Conditions by the Spring School;

6.5.2 cases of serious illness or genuine hardship.

### **7. Events beyond the control of the parties**

**7.1 Force Majeure:** An event beyond the reasonable control of the parties to this agreement is a Force Majeure Event. Such events include but are not limited to any worldwide event or act of God (such as war, disease outbreak, natural disaster or terrorist attack). The Spring School reserves the right to cancel the Course in the case of a Force Majeure Event and the Parent/s understand that:

7.1.1 If the Spring School is prevented from or delayed in carrying out its obligations under this agreement by a Force Majeure Event, it shall immediately notify the Parent/s in writing and shall be excused from performing its obligations while the Force Majeure Event continues.

7.1.2 The Spring School may give the Parent/s the option of the Pupil attending a different course as an alternative to cancelling the Course. The Parent/s will be under no obligation, however, to accept the Pupil's attendance at a different course. If the Spring School is cancelled because of a Force Majeure event or if the Parents do not accept a different course the Spring School will refund any Course Fees paid. If the Course has re-commenced, the Course Fees will be pro-rated to reflect the amount of time the Pupil has attended.

### **8. General matters**

**8.1 Immigration:** It shall be the Parents' responsibility at all times to ensure that the Pupil has the appropriate immigration permission to live in the United Kingdom and to study at the Spring School and the Parents shall permit the Spring School to take and retain copies of all documentation required to be kept by Us in order to comply with the Foundation's duties as a Tier 4 sponsor, including passport, visa, vignette and /or biometric resident permit of the Pupil and, where necessary, the Parent/s.

**8.2 Liability and Insurances:** The Spring School does not, unless there has been negligence or other wrongdoing by the Spring School, accept responsibility for accidental injury or other loss caused to the Pupil or the Parent/s or for loss or damage to property. The Spring School undertakes to maintain those insurances which are prescribed by law. All other insurances are the responsibility of Parent/s including insurance of the Pupil's personal property or cash whilst at the Spring School or on the way to or from the Spring School or on any Spring School activity off-site. The Spring School is not liable for any cash that the Pupil may bring with them and recommends that all Pupils use currency cards.

**8.3 Transport:** The Parent/s consent to the Pupil travelling by any form of public transport and/or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

**8.4 Pupils' Personal Property:** The Parent/s accept that the Pupil is responsible for the security and safe use of all his/her personal property/cash and for property lent to them by the Spring School. The Pupil is responsible for ensuring that all such property is clearly marked with their name. The Pupil is responsible for the safe condition and use of all electrical appliances which they bring on to Spring School premises.

**8.5 Complaints:** Any question, concern or complaint about the pastoral care or safety of a pupil or any educational issue or other matter connected to the Spring School must be notified to the Director as soon as is practicable in accordance with the Spring School's published complaints procedure, a copy of which is available on request. Every reasonable complaint shall receive fair and proper consideration and a timely response.



**8.6 Photographs:** By signing the Booking Form or agreeing to these terms and conditions the Parent/s consent to the Spring School obtaining and using photographs or images of the Pupil for:

- i. use in the Spring School's promotional material such as the prospectus, the Foundation's website or social media;
- ii. press and media purposes;
- iii. educational purposes as part of the curriculum or extra-curricular activities.

The Spring School shall only use Pupil's first names adjacent to images and will not disclose the home address of the Pupil. The parent/s may withdraw their consent at any time by emailing the Director. The Spring School will seek the separate consent of the Pupil to such images.

### **8.7 Data protection**

By completing the Booking Form and /or agreeing to be bound by these terms and conditions the Parent/s acknowledge that they have read and understood the provisions of the Foundation's Privacy Notice, which was linked to the Booking Form and which sets out the basis on which the Foundation on behalf of the Spring School handles the personal data of the Parent/s and the Pupil.

**8.8 Third Party Rights:** Only the Spring School and the Parent/s are parties to this contract Neither the Pupil nor any third party is a party to this contract and shall not have any rights to enforce any term of it. This contract is for the provision of education for the Pupil named on the Booking Form.

**8.9 Consumer rights:** Care has been taken to use plain language and to give clear explanations in these Terms and Conditions. If any word/s, alone or in combination, infringe the consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.

**8.10 Jurisdiction:** This contract was made at the Spring School and is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

**The Mill Hill School Foundation: a Company Limited by Guarantee Registered in England, Company Number: 3404450**

**Registered Office: Walker House Millers Close the Ridgeway Mill Hill London NW7 1AQ**

**Registered Charity Number: 1064758**

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