

SUMMER SCHOOL TERMS AND CONDITIONS

1 TERMINOLOGY

1.1 The Summer School or Us or We: means Kensington Park School Limited, trading as Kensington Park School Summer School (the Summer School) as now or in the future constituted (and any successor). Kensington Park School Limited is constituted as a limited company, registered with company number 01448840.

1.2 The Booking Form: means the Booking Form provided by the Summer School for the purpose of booking a place for the Student at the Summer School.

1.3 Course: means the course of study to be undertaken by the Student as selected by the Parent on the Booking Form.

1.4 Course Fees: means the Fees payable by the Parent for the Course.

1.5 The Parent or You: means any person who has signed the Booking Form and/or who has accepted responsibility for a child's attendance at this Summer School.

1.6 Student: means the child named on the Booking Form and/or the child who attends the Summer School.

2 GENERAL TERMS AND CONDITIONS

2.1 These Terms and Conditions: In all cases, irrespective of whether the Parent completes the Summer School Booking Form these Terms and Conditions will apply to the agreement between the Summer School and the Parent.

2.2 Enrolment procedure: You understand and agree that:

2.2.1 You can book a place at the Summer School for your child by sending the Summer School a completed Booking Form to Us.

2.2.2 Once a completed Booking Form is received by the Summer School We will issue an offer letter (Offer Letter) to the Parent. The Offer Letter will set out the amount of the Course Fees and when they are to be paid and any conditions that the Student is required to fulfil before joining the Summer School.

2.2.3 A legally binding contract between the Parent and the Summer School is formed on these Terms and Conditions, the Booking Form and the Offer Letter when the Course Fees are paid in full or in part before the date specified in the Offer Letter.

2.2.4 The Summer School will provide You with written confirmation of payment when the Course Fees are paid and when any conditions set out in the Offer Letter have been fulfilled.

2.2.5 If You do not pay the Course Fees in full by the date specified in the Offer Letter or if the conditions set out in the Offer Letter are not fulfilled the Summer School may cancel the booking immediately by Notifying in writing. If this occurs the Summer School will return any part payment of the Course Fees received from you less an administration fee of £100.

2.2.6 The Summer School will keep a copy of the contract between the Summer School and You.

2.3 Information for parents: The Summer School provides You with information about the School and the educational services we provide in good faith. This information may be contained in the School's prospectus and website or in statements made by staff or students during a visit or an open day. If You wish to take account of information provided to You when deciding whether to enter into this agreement they should seek specific confirmation from the Course Director that the information is accurate before returning a completed Booking Form.

2.4 Minimum number of bookings: You understand and agree that the Summer 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 Parent will be offered a full refund of Course Fees paid at the date of cancellation.

2.5 Changes to the booking: The Summer School agrees that You may request to change the Student's booking and agrees to consider such requests subject to the availability of the relevant dates or Course. The requested change shall be determined at the sole discretion of the Course Director whose decision shall be final. Please note that the Summer School reserves the courses according to the number of bookings and it will not be possible to refund Course Fees if You request a reduction in the Course content.

2.6 Changes to the Course: The Summer School reserves the right to make changes to the Course (including any change to the timetable or the hours required for the Course) and other activities at any time and for such reasons as may be reasonable and appropriate to the effective and safe delivery of services by the Summer School. The Summer School will endeavour to provide notice of a change and the reason for it as soon as practicable.

2.7 Publicity: the Parents consent, as far as is required under data protection law to the reasonable use of the student's details and achievements, including images or recordings of the student howsoever made, for promotional purposes.

2.8 Personal possessions: You understand and agree that:

2.8.1 The Student must not bring valuable possessions to the Summer School. If the Student does bring a valuable item with him/her, the Student is responsible for the security and safe use of that item.

2.8.2 Unless negligent, the Summer School is not able to accept responsibility for any lost, stolen or damaged personal possessions brought to the Summer School by the Student.

2.9 Damage: The full cost of repairing any damage caused by the Student to Summer School property or equipment, or to the personal property of another student, will be charged to the Parent. The Parent agrees that such payments to repair damage caused will be made by the Parent in full by bank transfer /debit card/credit card/online transfer.

2.10 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 Summer School reserves the right to cancel the Course the case of a Force Majeure Event and the Parent understands that:

2.10.1 If the Summer 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 in writing and shall be excused from performing its obligations while the Force Majeure Event continues.

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

2.11 Liability and disclaimer: You understand and agree that:

2.11.1 All organised sports, activities, clubs, events, trips and excursions have been risk assessed by Summer School staff and are deemed to meet health & safety requirements. The Summer School does not accept responsibility for death or personal injury, except in cases where its staff have been found to be negligent.

2.11.2 If You do not wish the Student to partake in any particular activity, You must inform the Summer School in writing at the time of booking.

2.12 Student's accommodation: The Summer School will consider all reasonable accommodation requests made by You when You complete the Booking Form. All requests are subject to availability and are at the Summer School's entire discretion.

2.13 Transport: You agree that the Summer School will use private transport such as Coach, Taxi or School Minibus to transport the Student for the purposes of airport transfers, off-site trips, excursions and other activities as required. Public transport such as trains, tubes and local buses will be used when this method of transport is considered to be more appropriate, efficient or effective.

2.14 Complaints: If You are not happy with any aspect of Summer School service, You must let the Summer School know so that it has the opportunity to investigate and rectify the situation.

2.14.1 If the Student has a problem or concern, he/she must speak to the Summer School staff straightaway in order for them to deal with the problem.

2.14.2 If the problem is not resolved promptly by Summer School staff, the Student or Parent may speak to the Course Director.

2.14.3 If the Parent would like to make an official complaint, they should request a copy of the School's Complaints Procedure which is available on the School website.

3 EARLY DEPARTURE AND CANCELLATION

3.1 Cancellation policy: Except where clause 6.2 applies, if You need to cancel the Course for any reason before it begins, You must inform the Summer School in writing immediately. Cancellation takes effect from the date when the Summer School receives this notification. Subject to clause 3.3, the following refunds will apply:

3.1.1 61 days or more prior to Course start date Full refund of Course Fees if paid

3.1.2 29 to 60 days prior to Course start date 75% of Course Fees refunded, if paid

3.1.3 15 to 28 days prior to Course start date 50% of Course Fees refunded, if paid

3.1.4 0 to 14 days prior to Course start date No refund unless in exceptional circumstances and at the sole discretion of the Summer School Principal.

In 3.1.1, 3.1.2 or 3.1.3 above if Course Fees have not been paid the Parent shall be required to pay the non-refundable balance (for example, if the Course is cancelled 35 days prior to the start of the Course the Parent shall be required to pay 25% of the Course Fees)

3.2 Cancellation periods: The cancellation periods detailed in clause 3.1 will begin to run from the day after the date on which the Parent receives the Confirmation Letter, and will run concurrent to the Early Cancellation period (where applicable)

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

3.3.1 You may cancel the contract free of charge within fourteen days from the date of payment of all or any part of the Course Fees (counting from the day after the day on which the Summer School receives the payment) (Early Cancellation);

3.3.2 where You require Early Cancellation, the Summer School shall refund in full any payment it receives from You in respect of the contract.

3.4 Cancellation other than Early Cancellation: Should You wish to terminate the contract after the Early Cancellation period has expired, or where the contract is not concluded solely via distance communication, You will be liable to pay the relevant cancellation charge detailed in clause 3.1 above.

3.5 Early departure: Once the Course has started if You decide to withdraw the Student from the Summer School, or if the Student withdraws him/herself before the end of the Course You 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 Summer School Principal. Exceptional circumstances may include but are not limited to:

3.5.1 a serious breach of these Terms and Conditions by the Summer School;

3.5.2 cases of serious illness or genuine hardship.

4 HEALTH AND WELFARE

4.1 Student's health: By completed and returning the Booking Form You confirm that the Student is in good physical and mental health and is not travelling against the advice of any doctor or qualified healthcare professional.

4.2 Health information: You agree to inform the Summer School when completing the Booking Form if the Student suffers from any pre-existing medical condition, disability or allergy.

4.3 Medication: You agree that any medicine brought to the Summer School by the Student will be given to the House parent on arrival. The Summer School shall only accept responsibility for medicines which are licensed in the UK, prescribed by a doctor and which are accompanied by English translation.

4.4 Storage of medication: Such medication referred to in clause 4.3 above shall be properly stored and administered by the House parent, or by any suitably qualified person who is expressly authorised to administer medicines by the Summer School Principal.

4.5 Emergency medical treatment: You authorise the Summer School Course Director to consent on your behalf to the Student receiving emergency medical treatment including blood transfusions, general anaesthetic and operations where certified by an appropriately qualified person as necessary for the Student's welfare and if You cannot be contacted in time.

4.6 Seeing a doctor: Students from non-EU countries are not entitled to free healthcare in the UK and You will therefore have to pay a fee to see a doctor. You agree that such fees will be paid by the Summer School and then charged to You.

5 STUDENT BEHAVIOUR

5.1 Summer School rules: You warrant that the Student will at all times when in the care of the School follow the School rules on behaviour and discipline as set out on the School website and in the Summer School pre-arrival information. The Parent should ensure that s/he and the Student have read the School rules.

5.2 Searching: If Summer School staff suspect that the Student has broken Summer School rules or has been involved in any illegal activity, the Student may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances. All reasonable care will be taken to protect the Student's rights and freedoms and to ensure that the Parent is informed as soon as reasonably practicable after it becomes clear that the Student may face formal disciplinary action.

5.3 Discipline and sanctions: If the Student does not follow the Summer School rules, You agree that the Summer School may discipline them and / or impose a sanction. Parents understand and agree that:

5.3.1 In cases of persistent misbehaviour or rudeness, for very serious incidents, or if a student breaks the UK law, then he/she will be expelled from the Summer School immediately, with no refund of course fees. Rules relating to the Discipline & Exclusion Policy can be found on our website.

5.4 No Smoking: The Summer School is a no smoking and vaping area and when We confirm your booking we do so on the understanding that You agree that the Student does not smoke or vape at any time while at the Summer School.

6 IMMIGRATION

6.1 Immigration: The Summer School currently holds a licence to sponsor international students under Tier 4 of the points based system of immigration. You must inform the Admissions Team when returning a completed Booking Form or at any other time if your child requires sponsorship from the Summer School in order to obtain a visa to study at the Summer School. It shall be the Parent's responsibility at all times to ensure that your child has the appropriate immigration permission to live in the United Kingdom and to study at the Summer School and You shall permit the Summer School to take and retain copies of all documentation required to be kept by Us in order to comply with our duties as a Tier 4 sponsor, including passport, visa, vignette and/or biometric resident permit of your child and, where necessary, You.

6.2 If the Student is refused a Visa through no fault on his/her part or the part of the Parent, the Summer School shall refund all Course Fees if paid.

7 DATA PROTECTION

7.1 Data protection: By completing the Booking Form and / or agreeing to be bound by these terms and conditions You on behalf of yourself and, so far as You are able, on behalf of the Student acknowledge that the Summer School may process such personal information as is deemed necessary for the legitimate purposes of the Summer School.

7.2 Privacy notice: If You would like further information about how the Summer School processes personal information, please see our privacy notice document which is published on our website.

8 GOVERNING LAW

8.1 Governing law: The contract between the Summer School and You is provided in English, and together with each matter relating to the provision of services by the Summer School and is subject exclusively to the laws and courts of England and Wales.