

TERMS & CONDITIONS

These Terms & Conditions are an agreement between Padworth Summer School and the Parent (or person legally acting on behalf of the Parent (i.e., a guardian or an agent).

1. Terminology

1.1 **Padworth Summer School, Our, Us, We:** means Padworth College, Sopers Lane, Padworth, Reading RG7 4NR, Trading as Padworth College Limited with company number 11489483.

1.2 The **Parent or You:** means any person, 18 years old or older, who has sent the Application Form for attendance at Padworth Summer School and signs any acceptance.

1.3 **Student:** means the child named on the Application Form.

2. Applying for a Place/Enrolment

2.1 The Parent understands and agrees that a place for their child can be reserved by completing and submitting the online Application Form. If the application is accepted through receipt of an Offer Letter, a non-refundable deposit payment of 20% of the total course fee must be made to secure the place.

2.2 Padworth Summer School reserves the right to refuse an enrolment.

2.3 Final balance of payment of fees is due 8 weeks before the course start date. If payment is not received in time, the place will be cancelled, and the deposit will be forfeited. Fees will be payable in full if an application is made and accepted within 8 weeks of the course start date.

2.4 The College is not responsible for any charges incurred which are connected to payment. These are the responsibility of the payer.

2.5 The Parent understands and agrees that the Student must meet the minimum requirements for English language for the course (pathways and modules), as stated on the website and in our Admissions Policy. If during the application process, there is some doubt, a qualified English teacher will conduct a short 10-15minute online interview to determine suitability and level, and Padworth Summer School reserves the right to refuse an enrolment, to change a student's pathway or module with no difference in course fee refunded, or to request they return home if a student's actual English level is markedly different to that assessed. Furthermore, in this situation, any additional fees incurred will be charged to the student.

2.6 Changes to the programme

2.6.1 Padworth Summer School may make changes to the course programme, excursions and activities at any time to ensure the Student receives the best possible experience and based on local or national circumstances.

3. Course Fees – Residential

3.1 The course fee includes tuition, accommodation, meals, laundry, most excursions.

3.2 The fees do not include any supplemental charges. We refer to any items charged to the Student in addition to the fees as supplemental charges. By way of example, supplemental charges relate to any extra-curricular activities, such as private lessons and additional trips and excursions that take place in the evenings such as bowling, cinema, ice-skating etc)

3.3 Padworth Summer School may offer the opportunity to pre-book certain excursions or trips at an additional cost (golf, outdoor pursuits, horse riding etc). Payments relating to these pre-booked excursions or trips are non-refundable, should the Student decide that they no longer wish to take part in the excursion or activity or if they cancel their place on Padworth Summer School.

4. Airport Transfers

4.1 Our free airport transfer service is available on the first and last day of the course, and only to and from selected airports (Gatwick and Heathrow). This service is only available at selected times as specified on our website. Please refer to our website for further details, including the separate Transfer Policy.

4.2 You are responsible for the cost of any airport transfers for students arriving/departing outside of the selected times and/or airports as stated on the website. Padworth Summer School may be able to assist You with booking a transfer, but this may require payment in advance.

4.3 You are responsible for arranging and paying for the Student's flights including any airline fees for an Unaccompanied Minor service should You book one. You must notify Us of the Student's flight details, including details of any Unaccompanied Minor service booked with the airline, at least four weeks before the course start date, by email. Proof of email dispatch is not proof of receipt. If You do not receive a response from Us within 3 days, You should contact Us by telephone.

4.4 You are responsible for complying with all airline requirements. We have no obligation to provide a refund or any other assistance where a student is unable to board a flight, cannot be released by the UKVI (UK Visas and Immigration) or attend Padworth Summer School because of Your failure to comply with any such requirement. You are responsible for and will refund to Us any additional reasonable costs that We incur as a result of Your failure to comply with any such requirement (for example, if a Student loses any travel documentation or if an airline refuses to allow an unaccompanied minor to board a flight).

5. Student Behaviour

5.1 All students attending Summer School must agree to and abide by the *Student Code of Conduct (Padworth Summer School)*, which is available on the website and in the Student Handbook. Padworth Summer School reserves the right to send home any student who breaks these rules within 24 hours of You being informed of their removal. The Student will be sent home, with any incurred travel, accommodation, or other costs at the Parents' expense and fees will not be refunded. Padworth Summer School's decision will be final and due to the short length of the course, there is no right to appeal. However, parents may refer to Padworth Summer School's *Complaints Policy* which is available on the website.

5.2 If Padworth Summer School staff suspect that a Student has broken Padworth 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 practical after it becomes clear that the Student may face formal disciplinary action.

6. Medical Treatment, including First Aid and Administering of Over-the-Counter Medication

6.1 Padworth Summer School accept Students only on the understanding that they are in good health at the commencement of the programme – both physically and mentally. Padworth Summer School can take no responsibility for any aspects of your child's well-being if a medical condition is not declared prior to arrival. You must give a full account in writing if there are any added concerns or matters about which we need to be aware. A Medical Questionnaire must be completed for all students before arrival. Furthermore, We will not be obliged to accept an application where we reasonably believe that We do not have the expertise, experience or facilities to properly care for the Student.

6.2 When submitting the Application Form, the Parent agrees to provide consent to all emergency or other medical, dental treatments or procedures (including but not restricted to inoculations, general or local anaesthetic, surgery or blood transfusion) which, in the opinion of a qualified medical practitioner, are necessary for the safety and wellbeing of your child. The Parent also agrees to the provision of First Aid as and when necessary.

6.3 Where it is reasonably practical, we will attempt to contact you by telephone to obtain your agreement to any emergency medical treatment or where this is not possible, we will act in loco parentis on your behalf and sign the medical consent form and agree to the medical treatment on your behalf.

6.4 Please note that if a Student is injured or becomes unwell, We may, in some cases, reasonably determine that no medical treatment is required, or that only general first aid is required. In each case You acknowledge that We are entitled to exercise Our reasonable discretion regarding the need for further medical treatment. Provided that We have acted reasonably in all the circumstances (having due regard to the symptoms presented by the Student while in Our care) You agree that You will not hold

Us liable for any decision not to administer or authorise further medical treatment for the Student. For more information on Our liability, please see Clause 13 below.

6.5 In the event a student is ill and requires over the counter medication, only selected staff with relevant training will be able to administer the medication and a medication log will be kept.

7. Insurance

7.1 It is Your responsibility to ensure that the Student has adequate travel and medical insurance to cover the costs of any medical treatment that may be required. Your insurance should also cover any additional costs associated with accommodation, travel, transport and/or repatriation to the Student's home country. You should be aware that following the UK's exit from the EU, European citizens can no longer be guaranteed free healthcare at the point of delivery in the UK. Your insurance policy needs to take this into account. The Student must bring the relevant medical insurance policy documents with them to Padworth Summer School and provide these to summer school staff at registration.

8. Marketing and Promotional Materials

8.1 Padworth Summer School uses student testimonials, photographs and video footage for marketing purposes, including on social media, and Parents agree to this at the time of booking. If the Parent does not wish photographs of the Student to appear in such material, You must notify Padworth Summer School by email at summerschool@padworth.com

9. Cancellation and Refunds

9.1 In the event the Parent wants to cancel a confirmed place, written notice (via email) must be sent to Padworth Summer School. The cancellation will take effect from the day the written notice is received by Padworth Summer School and the following charges will apply.

9.1.1 Cancellation due to visa refusal: If a visa application is rejected and Padworth Summer School receives written evidence at least 45 days prior to arrival, Padworth Summer School will refund the fees received in full, less an administrative fee of £150. Where We receive this evidence, the refund will be paid within 4 weeks of You confirming the refund method and following validation checks by the Accounts Office. If written evidence of a refusal is received less than 45 days prior to arrival, then the refund will be paid less the 20% deposit payment.

9.1.2 Cancellation than 56 days (8 weeks) prior to the course start date: All fees will be refunded less 20% deposit.

9.1.3 Cancellation less than 56 days (8 weeks) prior to the course start date: No refund will be made but all fees will be eligible to be transferred towards another summer course for the same Student (or sibling or friend) for the following year. An administration charge of £75 will be payable for this transfer.

10. Visa Support

10.1 If You ask Us to do so, We may provide a visa support letter to assist the Student in obtaining a visa to enter the UK to attend Padworth Summer School. Please note, however, that You will remain solely responsible for ensuring that the Student is granted a visa to enter the UK. For the avoidance of doubt, We make no guarantee that Our visa support letter will result in the Student being granted a visa, and accept no liability if the Student's visa application is declined or You otherwise fail to obtain a visa.

10.2 For the avoidance of doubt, Padworth Summer School is not liable for any further costs other than pursuant to Our cancellations and refunds policy as set out in Clause 9 of these Terms & Conditions.

11. Liability

11.1 We are responsible to You for foreseeable loss and damage caused by Us. If We fail to comply with these Terms & Conditions, We are only responsible for loss or damage You suffer that is a foreseeable result of Our breaking this contract or Our failure to use reasonable care and skill. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both We and You knew it might happen, for example, if You discussed it with Us.

11.2 Nothing in this clause excludes or limits in any way Our liability to You where it would be unlawful to do so. This includes: liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or sub-contractors; fraud or fraudulent misrepresentation; or breach of Your legal rights in relation to Padworth Summer School.

11.3 While We will endeavour to remind all Students to pack all their belongings and collect their valuables from the Summer School Office, We take no responsibility for a Student losing or forgetting their passport, flight tickets or any other personal items. Any additional costs incurred by Us on behalf of the Student including replacement passport, air tickets or other documentation will be charged to You.

11.4 Where We have reasonable grounds and/or clinical evidence to indicate that the Student may be suffering from an Infectious Disease, We may require an Authorised Adult to remove the Student from Padworth Summer School within 24 hours of the time We notify You.

12. Force Majeure

12.1 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). Padworth Summer School reserves the right to cancel a course or programme in the case of such an event and the Parent understands that:

- a) If Padworth Summer School is prevented from or delayed in carrying out its obligations by a Force Majeure Event, it shall at once notify the Parent by email and shall be excused from performing its obligations while the Force Majeure Event continues.
- b) Padworth Summer School may give the Parent the choice of the Student attending the next available Summer School course, if eligible, as an alternative to cancelling the course. The Parent will be under no obligation, however, to accept the Student's attendance on a different Summer School course and can opt for a full refund of fees paid including deposit.

13. Data

13.1 Padworth Summer School uses the information collected about the Parent and the Student strictly for internal administration purposes. Padworth Summer School's privacy notice, which contains further information about how we use personal data, can be found on our website.

14. Policies

14.1 Padworth Summer School abides by the relevant Padworth College policies, which are available to view on the website: www.padworth.com For ease of reference, the main Summer School policies are available to view on the website: www.padworthsummer.com

15. General

15.1 You accept that most communication with Us will be electronic (occasionally We may write to You by letter). We will contact You by email or provide You with information by posting notices on the website. You agree to this electronic means of communication and acknowledge:

15.2 It is important that You keep the contact details that We hold for You up-to-date. We may give notice to You via the Website, or by email at the addresses You provide to Us when Applying for a place at Padworth Summer School.

15.3 The contract between You and Padworth Summer School is binding on You and Padworth Summer School.

15.4 The parties agree that these Terms & Conditions are fair and reasonable in all the circumstances.

15.5 We intend to rely upon these Terms & Conditions and any document expressly referred to in them in relation to the subject matter of this contract. While We accept responsibility for statements and representations made by Our duly authorised agents, please make sure You ask for any variations from these Terms & Conditions to be confirmed in writing.

15.6 These Terms & Conditions and Your Booking shall be governed by and interpreted in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.