

Terms and Conditions

1 Introduction

1.1 The School organises English language holiday courses for students aged 6 to 17 years during the summer holidays. Parents can book a course for a period of two to six weeks' duration.

1.2 **Terms and conditions:** These terms and conditions together with the completed forms in the application form are the basis of a legally binding contract between the Parent and the School for the provision of educational services.

2 Terminology

2.1 **The Course:** means the Millfield English Language Holiday Courses operated by the School.

2.2 **The Course Fees:** means the Course Fees as shown in Form 6 (Summer) or form 5 (Easter) of the Course application form.

2.3 **The Director:** means the Director of Holiday Courses and Events.

2.4 **The Parent or You:** means the parent or legal guardian of the Student and who has submitted the completed application form.

2.5 **The School or We or Us:** means Millfield as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee.

2.6 **The Student:** means the person named on the application form.

3 Application

3.1 **Application:** The Parent may book a place on the Course for the Student by completing all forms in the application and submitting these to the School together with the deposit. The amount of the deposit is set out in the application form. Except where clauses 3.3 or 4.4 apply the deposit is non-refundable.

3.2 **Consideration of application:** An application will only be considered by the School if all forms in the application form are completed and the deposit paid.

3.3 **Availability:** Places on the Course are subject to availability. If a place is not available, the deposit will be refunded to the Parent.

3.4 **Equality:** The School welcomes students from many different ethnic groups, backgrounds and creeds. We will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to students who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and students who have disabilities for which, after reasonable adjustments, we can cater adequately. The School's policies can be accessed on its website millfieldschool.com.

4 Fees and Cancellation

4.1 **Course Fees:** The Course Fees include tuition, accommodation, meals, laundry, most excursions and activities. The Course Fees do not include transport to and from an airport, examination fees, London or Oxford weekend excursions which will be charged separately to the Parent. The Course Fees will be payable in the amounts and in accordance with the provisions set out in Form 6 (Summer) or form 5 (Easter) of the course application form.

4.2 **Pocket money:** The Parent shall provide the Student with pocket money for use while participating on the Course. The School shall retain £30 on the Student's arrival as a deposit for any damage caused by the Student. All or part of this deposit may be used by the School if the Student causes damage to the School or other person's property. The balance held by the School shall be returned to the Student on departure.

4.3 **Refund or waiver:** Fees will not be refunded or waived:

- 4.3.1 if the Student does not complete the Course; or
- 4.3.2 if the Course duration is shortened; or
- 4.3.3 if the School is temporarily closed due to adverse weather conditions; or
- 4.3.4 unless there is a legal liability under a court order or under the provisions of this agreement to make a refund; or
- 4.3.5 save as set out above, for any reason other than exceptionally and at the sole discretion of the Director; or

4.4 **Non-payment of Course Fees:** The School may refuse the Student to participate in the Course if the Course Fees are not paid when due in accordance with Form 6 (Summer) or form 5 (Easter) of the course application form.

4.5 **Cancellation:** Means the cancellation of the Student's place on the Course which occurs after submission of the application form and before the start of the Course or the date on which the Student arrives at the School.

4.6 **Cancellation rights:** If the contract with You is formed entirely at distance by means of post, fax or electronic communication without a face to face meeting with a member of the School staff You may cancel this agreement at any time within 14 days of the date of the application form. In such circumstances the Deposit will be refunded together with any Fees paid at the time.

4.7 **Course Fees on Cancellation:** If the Parent gives written notice to the Director of the cancellation of the place before the date specified in Form 6 (Summer) or form 5 (Easter) of the application form the School shall refund any part of the Course Fees paid. Other than as provided for in clause 4.6, if notice of cancellation is received by the School after the specified date there will be no refund of the Course Fees paid and the Parent shall be required to pay the balance of the Course Fees immediately.

5 Education and welfare

5.1 **Provision of education:** We will exercise reasonable care and skill in providing educational services for the Student but cannot guarantee that s/he will achieve his/her desired examination results.

5.2 **Organisation of the Course:** We reserve the right to organise the Course and its delivery in a way which, in the professional judgement of the Director, is most appropriate to the Course as a whole. We will endeavour to inform you of changes and the reasons for them as soon as practicable.

5.3 **Complaints:** Any question, concern or complaint about the pastoral care or safety of the Student or any educational issue or other matter connected to the School must be notified to the Director as soon as practicable.

5.4 **Medical care:** The Parent must comply with the School Medical Officer's recommendations which may include a reasonable decision to send the Student home if he/she is unwell and unable to continue on the Course.

5.5 **Confidentiality:** The Parent authorises the Director to override his/her rights and (so far as they are entitled to do so) the Student's rights to confidentiality, and to impart confidential information on a "need to know" basis where necessary to safeguard the Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the School or to inform members of staff about the Student's particular needs.

5.6 **Student's personal property:** The Student is responsible for the security and safe use of all his/her personal property including money, mobile phones or devices, watches, computers, and for property lent to them by the School.

5.7 **Insurance:** The School maintains those insurances as required by law. The Parent is responsible for any other insurance including insurance of the Students personal property whilst at School or on the way to and from School or any activity away from School premises organised by the School.

5.8 **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Student or for loss or damage to property.

6 Student behaviour

6.1 **Behaviour and conduct:** The Parent accepts that the Student will be subject to the School's rules and regulation and policies on behaviour and conduct while attending the Course or associated with the School. The School's policies can be accessed on its website millfieldschool.com or requested in writing to the Director.

6.2 **Sanctions:** The Parent accepts that the Director may impose an appropriate sanction on the Student following breach of the rules for behaviour or conduct which for more serious breaches may include requiring the Student to leave the Course.

7 General contractual matters

7.1 **Data Protection:** We use the information collected about you and your child to provide the Course and to fulfil our statutory duties. Our privacy notice, which contains further information about how we use personal data can be found here: <http://millfieldschool.com/privacy-policy>. Please read this carefully. If your child is aged twelve or over, then you must ensure that your child has read this as well.

7.2 **Consumer rights:** Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words 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.

7.3 **Information for Parents:** We provide parents of students and prospective students with information about the School, the Course and the educational services we provide in good faith. This information may be contained in the Course brochure, website or other promotional literature or in statements made by staff. If the Parent wishes to take account of the information provided to them when deciding whether to enter into this agreement, he/she should seek specific confirmation from the Director that the information is accurate before submitting a completed application form.

7.4 **Third party rights:** Only the School and the Parent are parties to this agreement. The Student or any third party is not a party to it. No person other than a party to this agreement shall have any rights to enforce any term of this agreement.

7.5 **Interpretation:** These terms and conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.

7.6 **Jurisdiction:** This agreement was made at the School and it, together with each matter relating to the provision of educational services by the School, 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.

Millfield: a Company Limited by Guarantee
Registered in England No: 00522385
Registered Office: Street, Somerset BA16 0YD
Registered Charity No: 310283

General Information

Arrival and Departure

It is the parents'/agent's responsibility to arrange flights. Please inform us of the student's flight details and request airport transfers if required by completing the Student Travel Details form/online section and returning it to us before 8th March 2017 (Easter Course) or 2nd June 2017 (Summer Course). Ideal times for arrival or departure at UK airports are between 12.00 and 18.00 on the allocated transfer day. Some students may have to await the arrival of other students before leaving the airport. Students who have requested a Millfield transfer will be met at the airport by a Millfield Representative who will be wearing a red Millfield t-shirt and carrying a Millfield sign. Staff will accompany students back to the airport and supervise the check-in procedure. All journeys outside the offered transfer days and to and from different airports than those offered will need to be arranged by the parent/agent. Alternatively, students can make their own travel arrangements.

Please note: Millfield Enterprises will not accept responsibility for organising airport transfers other than on the specified dates or at the designated airports. Students making their own travel arrangements need to inform us of their plans by completing the Student Travel Details form and returning it to us by the date specified on the form. Students making their own travel arrangements should aim to arrive at Millfield between 10.00 and 17.00. Departure is normally on Sunday (or Wednesday for the Easter 2017 course).

Written confirmation will be given to confirm receipt of the Student Travel Details form. To ensure that we are aware of last minute changes, please ensure that you receive written confirmation from the Course Administrators at Millfield.

Pocket Money, Valuables & Medication

Although everything needed is included in the price of the course, students may wish to bring pocket money to purchase souvenirs. Along with £30 damage deposit, we recommend around £50 per week and a maximum of £100 per week. Students should bring their pocket money in cash sterling. We have a cash machine facility on campus for which students can use a Debit or Preloaded Cash Card. Residential Co-ordinators will exchange any foreign money. Pocket money, passports and tickets will be collected from students on arrival, and be stored in a locked safe monitored by the student's Residential Co-ordinator. Alongside pocket money, all medication both prescription and non-prescription should also be handed in to the Residential Co-ordinator and they should be informed of any medication that the student may need to keep with them e.g. Inhalers, EpiPens, Insulin etc.

Course Changes

If a course change is processed after a student arrives a £10 (cash) administration fee will be charged for each course change per student.

Photographs and Videos

Names, photographs and videos may be used electronically for marketing purposes, online and/or in print. Please note, these photos and videos may also be used by carefully selected third parties as agents act on our behalf to recruit students onto the Millfield English Language Holiday Courses. Objections will be respected – please make these in writing to the course administrators prior to the start of the courses.

Accommodation

We have separate accommodation for boys and girls, and students may only mix in recreational areas of the houses. Some of the older students or students with a medical condition may be allocated their own single room with shared bathroom facilities (although some may have ensuite), while younger students share 2, 3, 4 or 6-bedded rooms and bathroom facilities. Some students may be required to change houses. We will do our best to avoid disruption and students will be informed in advance during their stay. Student Wi-Fi is available and each house

has payphones which can receive incoming calls. Important messages can be left with the Course Administrators during office hours (09.00 – 17.00 hours UK time):

T +44 (0) 1458 444 112/458/319/326/475
(after-hours answer phone)
F +44 (0) 1458 840 584
E mahc@millfieldenterprises.com

Clothes and Laundry

Students should bring, as far as possible, machine washable casual and sports clothes for everyday activities and variable weather conditions, and some smart clothes for special occasions. England can sometimes be wet and cold. Please ensure students have a jumper, a waterproof coat and suitable footwear. Please also bring a sun hat and sun cream for warmer weather. Clothes are laundered twice a week by the school. Students have to sort their own clothes when they are returned clean, so please label them clearly with the student's first name and family name. Students must bring their own bath towels. Bed linen is supplied and changed once a week.

Meals

All meals are provided and most are served in the dining hall on each campus. The quality of the food is very high and the schools are experienced in catering for different religious persuasions and lifestyle preferences. At breakfast we offer a choice of cooked food, cereal and fruit. At lunch and supper we offer both hot food and salad. Vegetarian options are available at all meals. Packed lunches are provided on excursions and occasionally supper will be a special barbecue outside. Refreshments are provided in the afternoon break. Please specify any special dietary requirements on the Medical Information form/online section.

Health and Welfare

A Residential Co-ordinator is appointed to manage each house and they have responsibility for the health and welfare of all students in their house. Students who report that they are feeling unwell are initially seen by a nurse at one of the Medical Centres. The nurse assesses the student and either provides medication or advice, or advises visiting the local Doctor's surgery. An appointment can usually be made for the same or next day. In an emergency the student is taken to the local hospital. We will make every reasonable effort to notify the parent/agent prior to the hospital visit. In all cases of illness, the Residential Co-ordinator and other members of staff will check the student regularly and ensure that he/she is comfortable. Students are supervised 24 hours a day and we ensure that as many of our staff as possible are qualified in First Aid. Please ensure that the Medical Information form/online section is completed and returned. In addition, please send medicine prescription translated in English.

How to solve a problem

If a student has a problem, it is important that they bring it to the attention of staff as soon as it arises. Any member of staff can be approached and will be willing to give assistance. For specific help, they can speak to the Pastoral Manager for accommodation, health and nutrition issues; the Academic Manager for any learning or teaching issues; and the Activities Manager for sport and activity issues.

If the problem is not resolved satisfactorily they should contact the Centre Manager who has overall responsibility for the course. He/she can be approached directly or through other staff at any time. Official complaints should be directed to the Director of Holiday Courses and Events, Mr Mark Greenow on:

T +44 (0) 1458 444 457
M +44 (0) 7885 613 692
E markg@millfieldenterprises.com

The director is available at all times on his mobile phone in case of emergencies.