

Millfield English Language Holiday Courses 2019

Terms & Conditions

1 Introduction

1.1 The School organises English language holiday courses for students aged 10 to 17 years during the Easter holidays and 6 to 17 years during the summer holidays. Parents can book a course for a period of one or two weeks' duration in the Easter holidays, or a period of two to six weeks' duration in the summer holidays.

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 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 englishholidaycourses.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, or London and 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 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; the payment deadline for the Easter courses is Monday 4th March 2019 and summer courses is Monday 10th June 2019.

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 payment deadline (Monday 4th March 2019 for the Easter courses and Monday 10th June 2019 for the summer courses) 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 Student's 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.

5.9 **Photographs & Videos:** First names, photographs or images (including video recordings) may be taken and used online and/or in print for use in promotional material (such as adverts and brochures), on our websites or on social media. Please note, these may also be used by carefully selected third parties who are working on our behalf to recruit students for the Millfield English Language Holiday Courses. On occasion, these may be used for press and media purposes, or for educational purposes as part of the curriculum, or extra-curricular activities. We may seek specific consent from Parents or Legal Guardians before using a photograph or video recording where we consider that the use is more privacy intrusive. Where the student is of sufficient maturity (usually when aged 12 years or older) we may seek the student's specific prior consent (which may be obtained verbally) in addition to or instead of the Parents' or Legal Guardian's consent.

6 Student behaviour

6.1 **Behaviour and conduct:** The Parent accepts that the Student will be subject to the School's rules and regulations 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 englishholidaycourses.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 **Policies:** We ask that all students, parents and agents act in accordance with the School's policies. These can be found at englishholidaycourses.com/policies

7.5 **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.

7.6 **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.

7.7 **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.