



BRYANSTON SUMMER SCHOOL TERMS AND CONDITIONS 2024

1 TERMINOLOGY

- 1.1 **The Summer School/We:** means Bryanston School, Blandford Dorset DT11 0PX. The School is constituted as a charitable company (registration number 306210).
- 1.2 **The Parent/Guardian or You:** means and person who has signed the Registration Form and/or who has accepted responsibility for a child who attends the Summer School.
- 1.3 **Student:** means the child named on the Registration Form/and/or the child who attends the Summer School.
- 1.4 **Deposit:** means the amount payable to the Summer School in order to complete the booking procedure. Once received by the Summer School, the Deposit will be deducted from the balance of fees payable by the Parent/Guardian and will secure the booking.
- 1.5 **The Registration Form:** means the Registration Form provided by the Summer School or its agents for the purposes of reserving a place for the Student at the Summer School.
- 1.6 **Booking:** means that the Deposit has been paid or fees in the case of a booking made later than 43 days before the start of the course have been received and confirmation has been given by the Summer School via a Confirmation email.
- 1.7 **Days:** means calendar days

2 REGISTRATION

- 2.1 Terms and Conditions: in all cases, irrespective of whether the Parent/Guardian completes the Summer School Registration Form, or a Registration Form provided by an agent, these Terms and Conditions will apply to the agreement between the Summer School and the Parent/Guardian and will supersede any Terms and Conditions provided by the agent.
- 2.2 The Parent/Guardian understands that:
 - 2.2.1 They can request a place for their child by sending to the Summer School a completed Registration Form.
 - 2.2.2. The Deposit is £500 and is per Student per course, is non-refundable, and is part of the full fee, and is not an additional cost.
 - 2.2.3 Once a Registration Form has been received and the details checked and confirmed, a reservation will be made for that Student. A reservation does not

constitute a booking and is not a legally binding contract between the Parent/Guardian and the Summer School.

- 2.2.4. No booking is accepted until the Deposit, or fees in the case of a booking made later than 43 days before the start of the course (see clause 4.3 below), has been received, and confirmation of the place has been given by the Summer School by means of a Confirmation email. A legally binding contract between the Parent/Guardian is formed on these Terms and Conditions, the Registration Form, and the Confirmation email when the Confirmation email is sent to the Parent/Guardian.
- 2.2.5 The Parent/Guardian has 7 days to pay the Deposit from the date of request by the Summer School. The payment of the deposit will secure the booking.
- 2.3 If incorrect information or misinformation is provided at registration to the Summer School, the Summer School reserves the right to ask the Student(s) to leave the course. In this case, There will be no refund of the course fees.
- 2.4 Once a Student is registered, name changes will not be allowed. Any other amendments to the registration process, if possible and subject to availability, will incur an administrative fee of £50.

3 BOOKING

- 3.1 **Changes to Booking:** The Summer School agrees that the Parent/Guardian may request to change the Student's booking and agrees to consider such requests subject to the availability of a relevant option such as deferring to next years Summer School course. The request shall be at the discretion of the Summer School and such decision shall be final. The Parent/Guardian understands that:
 - 3.1.1 The Deposit and any fees paid will be held over by the Summer School.
 - 3.1.2 The Parent/Guardian is responsible for paying any difference between the Summer Course fees (of the original booking) and any such reasonable increase in Summer Course fees for the



following year.

3.1.3 If a Parent/Guardian should subsequently cancel the deferred booking, the cancellation charges as Clause 5.3 will apply including the non-refundable status of the Deposit.

3.2 **Changes to the Course:** the Summer School reserves the right to make changes to the programme of study and activities at any time and for such reasons as may be reasonable and appropriate to the effective delivery of services by the Summer School.

3.3 **Minimum number of bookings:** The Parent/Guardian understands and agrees that the Summer School:

3.3.1 Reserves the right to cancel a course or programme before its commencement date if the minimum number of bookings is not reached. If such cancellation is necessary, the Parent/Guardian will be offered a full refund of the relevant fees (which will include the Deposit paid).

4. PAYMENTS

4.1 **Payment of fees:** The Parent/Guardian undertakes to pay the balance of the fees no less than 43 days before the start of the course booked (the invoice due date).

4.2 If payment is not received by the Summer School 43 days before the start date of the course booked, the Summer School reserves the right to cancel the Students place on the course and the deposit payment will be forfeited.

4.3 If the booking is requested less than 43 days before the start of the course, then full payment must be received at the time of booking.

4.4 The student will not be permitted to attend the Summer School until all fees and any planned extra costs are paid in full as cleared funds to the Summer School.

4.5 **Impromptu expenses:** The Parent/Guardian agrees that the Summer School shall not be obliged to make payments for impromptu expenses on behalf of the student or the Parent/Guardian. Where such payments are required, the Parent/Guardian agrees for appropriate payments to be covered by the Student. Should funds be insufficient or unavailable, the Parent/Guardian shall make payment in advance by credit card.

4.6 **Credit card payment:** All credit card payments

must be made by the Parent/Guardian online via the Summer School's secure payment portal. Any credit card details received by the Summer School via email will not be used for payment purposes and will be destroyed.

4.7 Extra charges:

Item	Fee
Administration charges	£50 (clause 2)
Extra night	£250 (clause 7)
Irregular transfer	£140 (clause 7)
Arrangement fee	£110 (clause 7)
Transfer arrangement	£110 (clause 7)

(details received or changed within 7 days of transfer)

5 EARLY DEPARTURE/CANCELLATION

5.1 **Early departure:** If the parent/Guardian decides to withdraw the Student from the Summer School, or of the Student withdraws themselves prior to the departure date shown on the Registration Form, they may do so on the understanding that no refund of fees paid will be made, save in exceptional circumstances and at the discretion of the Summer School. Should a transfer be necessary, the Summer School will require a minimum notice period of 48 hours which takes effect from the time the Summer School receives the notification. An irregular transfer fee of £140 will be made payable by the Parent/Guardian in advance.

5.2 Exceptional circumstances may include but are not limited to:

- 5.2.1 A serious breach of these Terms and Conditions by the School
- 5.2.2 Cases of serious illness or genuine hardship
- 5.2.3 Any refund under these circumstances are given at the sole discretion of the Summer School.

5.3 **Cancellation:** If the Parent/Guardian needs to cancel the Student's course for any reason, they must inform the Summer School in writing immediately. Cancellation takes effect from the date when the Summer School receives this notification.

Cancellation charges are as follows:

5.3.1 **Up to 120 days plus prior to course start date:**
100% refund - Deposit not returned.

5.3.2 **Between 43-119 days prior to course start date:**
50% refund - Deposit not returned.



5.3.3 Between 0 to 42 days before the course start date:

No refund - Deposit not returned.

6. INSURANCE

- 6.1 The Student is provided with Travel insurance. The Parent/Guardian must ensure that they have read and understood the information provided, and by accepting these terms and conditions they are confirming acceptance of the cover provided.
- 6.2 Insurance is confirmed as valid as soon as receipt of the deposit and confirmation email of the place has been sent by the Summer School, made available on the School website.
- 6.3 The Parent/Guardian are referred to the insurance section of our website for further details in relation to the provider, policy, cover levels and any exclusions.
- 6.4 The policy offered covers the course and participation of all planned trips and activities.

7. AIRPORT/STATION TRANSFERS

- 7.1 The Course confirmation email will include an Airport Transfer Service Form which the Parent/Guardian must complete and return to the Summer School at least 31 days before the course starts. Upon receipt of the completed form, the Summer School will send the Parent/Guardian an email confirmation of the arrival and departure flight details.
- 7.2 It is the responsibility of the Parent/Guardian to check the confirmation carefully, and to let the Summer School know of any errors or changes.
- 7.3 The Summer School will not accept any responsibility for organising airport transfers other than those which have been confirmed by the Summer School.
- 7.4 A return transfer to Heathrow or Gatwick Airports, or local train station, is included in the course fees and is non-transferable and non-refundable.
- 7.5 There is no reduction in fees if the Student does not require a transfer service.
- 7.6 Arrivals must be on Sunday 28th July 2024 before the course begins and should be organised between 09:00 – 18:00.
- 7.7 Departures must be on Sunday 11th August 2024 and should be organised between 09:00 – 18:00.
- 7.8 Any transport arrangements required outside of the above arrival and departure window may be organised by the Summer School, through a trusted taxi service, on behalf of the Parent/Guardian and will incur a fee of £140

each way.
journey.

- 7.9 Airport transfers from either Heathrow or Gatwick Airports are included in the course fee, in the specified time window as set out in clauses 6.4 and 6.5 above and valid for the arrival and departure day of the course date that the Student has registered for.
- 7.10 Any transport arrangements other than to and from Heathrow or Gatwick airports, will incur in irregular transfer fee of £140 each way.
- 7.11 Should a transfer be requested or changed within 7 days of arrival or departure, a Transfer Arrangement Fee of £110 will be payable.
- 7.12 Students must be in possession of a valid return ticket with a time. It is not acceptable to arrive with an undated ticket. The Summer School is not responsible for booking return tickets.
- 7.13 The Summer School will use private transport such as Coach, Taxi or School minibus to transfer students to and from the airport or train station on arrival and departure.
- 7.14 The Summer School reserves the right to use public transport such as a train or underground on occasions where this method of transport is considered to be more appropriate, efficient or effective.
- 7.15 Transfers from the airports to the Summer School are often organised in groups and this means that some Students will be required to wait at the airport for other students arriving on different flights.
- 7.16 Unexpected and unavoidable delays and complications sometimes occur. The Summer School does not accept responsibility for any loss or expense due to delays or changes in public transport beyond its control.
- 7.17 The Summer School shall use its reasonable endeavours to ensure that the Students reach the airport or the train station in the UK on time to enable them to catch their flight or their train. Subject to this, the Summer School shall have no liability for any direct or indirect loss or expense that is incurred by Students or Parents/Guardians if a Student misses a flight or a train. Nothing in this clause shall exclude or restrict the Summer School's liability for death or personal injury arising from its own negligence, or for fraud.
- 7.18 Any Student not requiring a transfer to an approved airport at the end of the course must be accompanied by an authorised adult. The Summer School requires written confirmation



of the name of the adult picking up the Student, from the Parent/Guardian 24 hours in advance. The adult must provide photographic ID to the Summer School staff before the Student is released into their care.

- 7.19 If the Student is met by an adult at the airport/train station, and the adult is late or delayed meeting the Summer School staff or authorised representative, the Student will be checked in and sent through security.
- 7.20 On departure, if a flight/train is cancelled and the Student is required to stay at, or return to the Summer School, the charge per night is £250 as stated in the payments section at clause 4.7 will be payable by the Parent/Guardian, as will the costs of the transfer in accordance with the terms of clause 7.8. However, a Transfer Arrangement Fee will not be charged.
- 7.21 The Student is liable for any excess baggage and UM (Unaccompanied Minor) charges.

8 TRANSPORT

- 8.1 The Summer School will use private transport such as Coach, Taxi, or School minibus to transfer students to and from off-site trips, excursions and other activities as required. Public transport such as trains and local buses may be used on occasions where this method of transport is considered to be more appropriate, efficient or effective.

9 VISAS

- 9.1 In cases where the Student is required to obtain a visa to study in the UK, it is the responsibility of the parent to apply for the appropriate visa. A Visa Invitation Letter will be provided by the Summer School and the Parent/Guardian who understands that the visa must be applied for immediately upon receipt of this letter.
- 9.2 It is the responsibility of the Parent to apply for the appropriate visa for study in the UK covering the entire duration of the Course, and that they can comply with all other UK entry and residence requirements before payment of any fees to us or incurring any travel costs.
- 9.3 Under no circumstances will any refund be made on grounds of lack of visa (including if the visa has not arrived) or similar travel documents required to enter the UK legitimately, save in accordance with the cancellation provisions set out in Clause 5, and we shall bear no liability for the Student's inability to participate in all or any part of the course as a consequence of the failure

to obtain such documentation.

- 9.4 If a visa application is refused, and the parent/Guardian has followed all the correct procedures, the Summer School shall refund the full fees paid (less the £500 Deposit for administration and courier fees incurred) upon receipt of a copy of the original documentation issued by the Entry Clearance Officer.
- 9.5 The Summer School will not refund a Parent/Guardian should the reasons for refusal of a visa be related to insufficient or incorrect information or the failure to provide information by the Parent/Guardian.
- 9.6 The Summer School will not refund a Parent/Guardian should the Parent/Guardian not have applied with sufficient time for the visa to be approved.
- 9.7 With all visa refusals, original documentation issued by the Entry Clearance Officer must be provided to the Summer School to qualify for any refund.
- 9.8 The Student shall comply fully with any applicable immigration laws when entering the country in which the Course is held.
- 9.9. If a student is found to have the wrong type of visa, they will not be admitted on to the Summer Course. In this case, the Summer School will not be obliged to offer the Parent a refund of fees.

10 HEALTH AND WELFARE

- 10.1. Students health: The Parent/Guardian warrants that the Student is in good physical and mental health and is not travelling against the advice of any doctor or qualified healthcare professional.
- 10.2 It is a condition of being accepted on to the Summer School Course that the Parent/Guardian completes the medical information on the Registration Form. The Parent/Guardian agrees to inform the Summer School of any changes to the Students medical status.
- 10.3 Medication: The Parent/Guardian agrees that any medicine brought to the Summer School by the Student will be given to the Course Manager or such other authorised person on arrival.
- 10.4 The Summer School shall only accept responsibility for medicines which are brought in original and unbroken packaging, with the Students name (if prescription), and which are licensed in the UK, prescribed by a doctor and



which are accompanied by English translation. Failure to do so will result in the Summer School being unable to administer the medication. Such medicine shall be properly stored and administered by the Course Activity Leader, or any other authorised person who is expressly appointed to administer medicines by the Summer School.

10.5 Illness: In the case of illness or injury, the Student will see the Course Manager or other such authorised person who will be the first point of triage to assess their symptoms. In cases of minor illness, such as a cold, headache or sore throat, the Course Manager or any other person expressly authorised by the Summer School may issue common, non-prescribed medicines such as Paracetamol, throat lozenges or cough syrup. If the Course manager or other such authorised person considers that that a doctor's visit is necessary, an appointment will be made with a local Doctor/health professional.

10.6 If the Student requires urgent medical attention, the Summer School's staff will take the Student to the nearest local hospital for immediate care, or of necessary, will telephone for an ambulance.

10.7 Emergency medical treatment: The Parent/Guardian authorises the Summer School to consent on their 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 Students welfare, and if the Parent/Guardian cannot be contacted in time.

10.8 Seeing a doctor: Students from non-EU countries are not entitled to free healthcare in the UK and will therefore have to pay a fee to see a doctor/health professional. The Parent/Guardian agrees that such fees will be paid from their own medical expenses cover.

10.9 Medical certificates: The Parent/Guardian agrees to inform the Summer School, and pay the relevant fee on advance, if they require the Student to be issues with a Medical Certificate following a visit to a doctor or hospital.

10.10 Organised activities: All organised sports, activities, clubs, events, trips and excursions have been risk assessed by School staff and are deemed to meet health & safety requirements.

10.11 The Summer School does not accept

responsibility for accidents or sports injuries, except in cases where there has been negligence on the part of the Summer School.

10.12 If the Parent/Guardian does not wish the Student to partake in any particular activity, they must inform the Summer School in writing at the time of booking.

10.13 All Students from EEA countries and Switzerland who are eligible for an EHIC (European Health Insurance Card) should bring this card with them to cover the cost of any medical treatment.

11. ACCOMMODATION

11.1 The Summer School reserves the right to organise the Students accommodation as it deems appropriate within the boarding house, taking into account Student numbers, the ratio or girls to boys, and the available boarding accommodation. The rights and freedoms of individuals will be respected.

11.2 The Parent/Guardian understands that the Student will not be provided with a boarding house bedroom on their own, and that the Student will be sharing a bedroom with up to three other Students, who could be of mixed nationality.

11.3 The Summer School will consider all reasonable accommodation requests made by the Parent/Guardian. All requests are subject to availability and are at the Summer School's entire discretion.

11.4 Supervision: Summer School staff live and sleep in the same boarding houses as the Students. Students are therefore supervised day and night. Each boarding house is managed day and night by an appointed House Parent who is responsible for the day-to-day running of the house and for the general well-being of the Student.

12. PASSPORTS/TICKETS/POCKET MONEY/POSSESSIONS

12.1 The Student's current passport and travel documents must be presented at registration on arrival at the Summer School for identification purposes.

12.2 The Summer School will provide a safe and secure place for the Student's passport and travel documents. The Summer School will return the Passport and travel documents to the Student prior to their departure. If the Parent/Guardian does not wish the Summer School to provide a safe and secure place for their child's passport and travel documents,



they should let the Summer School know in writing before their child arrives.

- 12.3 The Summer School is a cashless site. Parents/Guardians are advised to organise pre-paid debit or credit card in advance.
- 12.4 The Summer School will not lend or advance pocket money to any Student.
- 12.5 The Summer School shall not be liable for the safety and security of any pocket money or debit/credit cards brought to the Summer School by Students.
- 12.6 The Student must not bring valuable items to the Summer School. If the Student does bring valuable items to the Summer School, the Student is responsible for the security and safe use of that item.
- 12.7 The Summer School will not accept any responsibility for any lost, stolen or damaged personal belongings brought to the Summer School by the Student.

13. DAMAGE

- 13.1 The full costs of repairing any damage caused by the Student to Summer School property or equipment, will be charged to the Parent/Guardian.
- 13.2 Where a bedroom shared by two or more Students is damaged and the Summer School cannot ascertain which Students or Student are responsible, it shall be entitled to apportion the cost of repair equally between them, taking into account the individual circumstances of each case. The Parent/Guardian agrees, to make full payment by credit card or paid locally by the Student, should they have sufficient funds.

14. BAG OR ROOM SEARCH

- 14.1 If Summer School staff suspect that the Student has broken School Rules or has been involved in any illegal activity, the Student may be questioned and their accommodation and/or belongings may be searched in appropriate circumstances and item(s) confiscated in line with the Schools Search and Confiscation Policy that can be found on the School's website. All reasonable care will be taken to protect the Students rights and Freedoms and to ensure that the Parent/Guardian is informed as soon as reasonably practicable after it becomes clear that a breach of the School Rules has taken place.

15. COURSE RULES

- 15.1 If Students participating in the Summer School
- Summer School Terms & Conditions V. Spring 24 6

do not follow the School Rules as set out in the School Rules & Regulations Policy The Summer School reserves the right to discipline them. Parents understand and agree that serious breaches of the Schools rules, may result in the Student can be excluded from the course. The following examples of behaviour which may lead to the Student being sent home, are not exhaustive:

- 15.1.1 Abusive behaviour including harassment, bullying, actual or threatened violence, damage to personal property and verbal or other abuse on racial, sexual or religious differences.
- 15.1.2 Students purchasing or drinking alcohol/smoking cigarettes/vaping.
- 15.1.3 Students possessing, using or supplying drugs or any other illegal substances.
- 15.1.4 Stealing or committing any other criminal offence in the UK.
- 15.1.5 Once the decision has been made to exclude a Student from the Summer School, they will be withdrawn from all lessons, activities and excursions and they will be required to leave the Summer School as soon as practicable.
- 15.2 If a Student has been excluded from the Summer School, the Parent/Guardian will be responsible for:
 - 15.2.1 Rescheduling, where possible, for the same day of the exclusion, and paying for the Student's return flight home.
 - 15.2.2 Paying for any additional cost of transferring the Student. See Clause 4.7 above).
 - 15.2.3.If a flight is not available for the same day as the exclusion, alternative accommodation will be arranged by the Summer School at the Parent/Guardians expense. The Parent/Guardian will be asked to pay any extra costs in advance of the Student's transfer to alternative accommodation. Such costs may also include for example, travel and accommodation expenses associated with the Summer School providing an adult to supervise the Student.
 - 15.2.4 The Summer School reserves the right to refuse admission based on previous poor behaviour e.g. official warnings.



15.3 Mobile phone use is prohibited during lessons, activities and mealtimes unless Students are granted express permission by a member of the Summer School staff to use their phone for a specific purpose. The Summer School reserves the right to confiscate any mobile device including tablets/ipads if it is deemed necessary.

15.4 Students will not be permitted access to their mobile devices (as set out in clause 4.3 above) overnight.

16. COMPLAINTS PROCEDURE

The Parent/Guardian understands and agrees that: If they are not happy with any aspect of the Summer School service, they must let the School know so that it has the opportunity to investigate and rectify the situation.

If the Student has an issue or a concern, they shall speak to School staff straight away in order for them to deal with the problem.

17. VISITORS TO THE SUMMER SCHOOL

17.1 It is a requirement that all students attend their lessons, trips and excursions and any other course element that they have booked on for example, a masterclass. Any relative or friend, who wishes to take a Student out at any time during the course, must seek the written permission of the Summer School no later than 48 hours before the desired time. The Parent/Guardian of the Student must sign an authorisation letter before permission is granted.

18. MARKETING/ PRESS /MEDIA

18.1 The Summer School sometimes uses photographs and/or video footage of the Students, for the purposes of the Summer Schools promotional material. The Summer School will ask for your consent in the Registration Form. You may withdraw your consent at any time by contacting the Summer School.

18.2 Students and the Parent/Guardian are asked to complete a course evaluation form at the end of the course. Unless the Parent/Guardian writes to the Summer School to advise that this is not acceptable to them, we may use any comments in future promotional material, but we will not name the Parent/Guardian in full.

18.3 The Student shall not during the course make any statement or give any interview to the media or publish any material whether online

or otherwise in relation to the Bryanston Summer School or any of its employees, members or workers or its clients or business referrers without the prior written consent of the Summer School.

18.4 The Student may make reasonable use of social media platforms, provided they do so in accordance with this Contract, School Rules and Regulations, Visitor Wi-Fi Policy and the terms of use of any social media platforms and with any applicable laws.

19 LIABILITY/FORCE MAJEURE

19.1 Force majeure: An event beyond the reasonable control of the parties to this agreement is a force majeure event.

19.2 If the Summer School is prevented from wholly or partially carrying out its obligations under this agreement or, is 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. Such events include, but are not limited to, any worldwide occurrence, event or act of God, whether threatened, suspected or actual (such as war, disease outbreak, natural disaster, terrorist attack, disruption to air traffic, or withdrawal or non-availability of services or facilities by any third party, or direction of any competent local or national authority or fear of any such). The Summer School reserves the right to cancel a course in the case of such event.

19.3 The Summer School may, at its complete discretion, give the Parent/Guardian the option of the Student attending the next available Summer School Course as an alternative. The Parent/Guardian will be under no obligation, however, to accept the Students attendance on a different Summer School course.

19.4 Unless the Parent/Guardian accepts an offer made by the Summer School pursuant to clause 19.3 above, the Parent/Guardian will receive a full refund of fees paid.

20. DATA PROTECTION

20.1 The Summer School complies fully with data protection legislation. The Summer School will hold information about the Parent/Guardian for example, Parent and Guardian contact information, financial information and details of Student medical conditions.

20.2 From time to time, the Summer School will



share Student details with appropriate third parties as necessary; for example, medical services, transport providers, and agents (only if booking is through an agent).

- 20.3 For full information on how the Summer School processes personal data, please refer to our [Privacy Notice](#) which can be found on the School's website.
- 20.4 If the Parent/Guardian has any queries regarding how the Summer School uses personal data or would like invoke any data subject right (under data protection law), please contact the School's Data Protection Officer at dpo@bryanston.co.uk

21. GOVERNING LAW AND JURISDICTION

- 21.1 These Terms and Conditions for the basis of any contract between the Summer School and the Parent/Guardian. The interpretation and performance of this Contract shall be subject in all respects to English law and the Parent/Guardian hereby irrevocably submits to the exclusive jurisdiction of the English courts in respect of any difference, claim or dispute (including any non-contractual difference, claim or dispute) that may occur as between the parties to this Contract, its meaning, performance, subject-matter, or formation, or in relation to any other matter.
- 22.2 The Summer School can take any fair and reasonable action it considers appropriate should a situation arise which is not covered by these Terms and Conditions.