



## Summer Courses for Teenagers & Juniors

### Terms and conditions - (Temporary Version, for period April – November 2020)

#### 1 Introduction

- 1.1 The College organises a variety of courses for students aged 10 to 17 years. Details of the courses are set out in the College's Summer Courses pages on its website.
- 1.2 **Terms and conditions:** These terms and conditions together with the completed booking form are the basis of a legally binding contract between the Parent and the College for the provision of educational services.

#### 2 Terminology

- 2.1 **Agent:** means an educational agent who has a contract with the College to provide overseas student recruitment services in return for a commission.
- 2.2 **Booking Form:** means the booking form for parents to use when booking a Summer course for their child.
- 2.3 **The College or We or Us:** means St Clare's Oxford as now or in the future constituted (and any successor). The College is constituted as a charitable company limited by guarantee.
- 2.4 **Course:** means as applicable:
- 2.4.1 For Juniors aged 10 to 15 years as specified on Our website at the time of booking; or
  - 2.4.2 For Teenagers aged 15 to 17 as specified on Our website at the time of booking.
- 2.5 **The Course Fees:** means the Fees for the Course as set out on the College website.
- 2.6 **The Parent or You:** means the parent or legal guardian of the Student or Agent who has submitted the completed booking form.
- 2.7 **The Principal:** means the Principal of the College. The Principal may delegate responsibility to the Summer Courses management or other College employees as they deem appropriate.
- 2.8 **Student:** means the person named on the booking form for whom a place on a Course has been confirmed by the College.

#### 3 Booking a Place on a Course

- 3.1 **Booking:** The Parent may book a place on the Course for the Student by completing the Booking Form and submitting this to the College.
- 3.2 **Consideration of booking:** A booking will only be considered by the College if the Booking Form is fully completed.

- 3.3 **Availability:** Places on the Course are subject to availability.
- 3.4 **Equality:** The College welcomes students from many different ethnic groups, backgrounds and creeds. We will do all that is reasonable to ensure that the College'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 **College's policies** can be accessed on its website.

#### 4 **Fees and Cancellation**

##### 4.1 **Course Fees for the Junior Course:** The Course Fees **include:**

- 4.1.1 tuition and teaching materials;
- 4.1.2 accommodation, meals, bed linen, towels and laundry;
- 4.1.3 study visits as part of the tuition programme;
- 4.1.4 mandatory travel and medical insurance;
- 4.1.5 social, cultural and sporting activities,
- 4.1.6 up to three excursions per week;
- 4.1.7 airport transfers to and from Heathrow Airport only and supervision on arrival and at departure;
- 4.1.8 a Certificate of Attendance and Report awarded to the Student on successful completion of the Course.

##### The Course Fees **do not include:**

- 4.1.9 any travel to the UK;
- 4.1.10 transport to and from any airport other than Heathrow Airport;
- 4.1.11 unaccompanied minor services to and from any airport and assisted check-in service on departure;
- 4.1.12 pocket money (suggested as a minimum of £50 per week);
- 4.1.13 express courier charges for Visa support documents.

##### 4.2 **Course Fees for the Teenager Courses:** The Course Fees include:

- 4.2.1 tuition and teaching materials;
- 4.2.2 accommodation, meals, bed linen and towels;
- 4.2.3 study visits as part of the tuition programme;
- 4.2.4 mandatory travel and medical insurance;

- 4.2.5 social, cultural and sporting activities,
- 4.2.6 one excursion per week;
- 4.2.7 use of College computers, library and Wi-Fi access;
- 4.2.8 a Certificate of Attendance and Report awarded to the Student on successful completion of the Course.

The Course Fees **do not include:**

- 4.2.9 any travel to the UK;
  - 4.2.10 transport and unaccompanied minor services to and from any airport and assisted check-in service on departure;
  - 4.2.11 pocket money (suggested as a minimum of £70 per week);
  - 4.2.12 any excursion in addition to that in 4.2.6 above which will be charged separately.
  - 4.2.13 express courier charges for Visa support documents.
- 4.3 **Payment of the Course Fees:** Following confirmation of booking the College shall issue an invoice to the Parents specifying the amount of Course Fees and the date before which they are to be paid. The Parents agree jointly and severally to pay the Course Fees in full in British Pounds Sterling (without any deduction of bank or other charges) before the date specified in the invoice. The exception to this is where the booking is confirmed within 3 weeks of the start of the Course. In such cases the Course Fees will become immediately payable in full by the Parent.
- 4.4 **Pocket money:** The Parent shall provide the Student with pocket money in the applicable amounts suggested in 4.1.10 or 4.2.11 above for use while participating on the Course.
- 4.5 **Damage to or losses of College property:** The Parent agrees to pay for any damage or loss caused to College property by the Student during the Course. They will be issued with an itemised invoice for any costs and will be required to pay the full amount in British Pounds Sterling.
- 4.6 **Refund or waiver:** Fees will not be refunded or waived once the Course has begun.
- 4.7 **Anti-money laundering and anti-bribery:** From time to time, the College may need to obtain satisfactory evidence of the identity of a person who is paying Fees such as sight of a passport. The parties will comply with the **College's Policies** on Anti-bribery and Anti-money laundering, copies of which are available on the College website.
- 4.8 **Immigration:** It shall be the Parents' responsibility to ensure that the Student has at all relevant times the appropriate immigration permission to enter the United Kingdom and to study at the College. If the Student is not given the appropriate immigration permission any Course Fees paid will be refunded providing that:

- 4.8.1 documentary evidence of the refusal by the UK Visas and Immigration (UKVI) is sent to the College; and
- 4.8.2 the reason for the refusal is not because of any failure to comply with the UKVI visa application requirements.
- 4.9 **Non-payment of Course Fees:** The College will refuse to allow the Student to participate in the Course or reside in College accommodation if the Course Fees are not paid when due.
- 4.10 **Cancellation:** means the cancellation of the Student's place on the Course which occurs after submission of the booking form and before the start of the Course or the date on which the Student arrives at the College. This must be made in writing (including email) to the Summer Operations Manager.
- 4.11 **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 College staff You may cancel this agreement at any time within 14 days of the date of the booking form. In such circumstances any Fees paid will be refunded at the time.
- 4.12 **Course Fees on Cancellation:**
  - 4.12.1 If notice of cancellation is received 3 weeks or less before the Course start date, there will be no refund of the Course Fees.
  - 4.12.2 If notice of cancellation is received more than 8 weeks before the Course start date and Course Fees paid will be refunded less an administration charge of £100.
- 5 **Education and welfare**
  - 5.1 **Provision of education:** The College will exercise reasonable care and skill in providing educational services for the Student but cannot guarantee that she/he will achieve her/his desired 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 Principal 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 **Student's participation:** The Parent agrees to the participation of the Student in all elements of the Course including the full education programme and the full programme of activities.
  - 5.4 **Student's independence and freedom:** The Parent agrees that if the Student is aged 15, 16 or 17 years old they will enjoy considerable freedom and independence during their free time until 23:00 each day.
  - 5.5 **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 College must be notified to the Principal as soon as practicable.

## 5.6 **Medical care:**

5.6.1 The Parent must comply with the College nurse'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 or to refer the Student to a doctor or hospital for medical tests or treatment.

5.6.2 The Parent authorises the College nurse to provide the Student with non-prescription medication for minor ailments or injuries.

5.6.3 The Parent will provide the College with full details of any medical condition or allergies that the Student has in order to ensure that the College can properly fulfil its duty of care.

5.7 **Confidentiality:** The Parent authorises the Principal 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 College or to inform members of staff about the Student's particular needs.

5.8 **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 College.

5.9 **Insurance:** The College maintains those insurances as required by law together with travel, medical insurances the cost of which are included in the Course Fees. Details of the **travel and medical insurance cover** can be found on the College's website. Parents or Students will be required to complete claim forms and provide supporting documentation in the event of a claim under the travel and medical policy.

5.10 **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the College 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 College's rules and regulation and policies on behaviour and conduct while attending the Course or associated with the College. The **College's policies** can be accessed on its website. The Student will be required to sign a copy of the College's Rules and Expectations for Students on Summer Courses.

6.2 **Sanctions:** The Parent accepts that the Principal or any College employee to whom the Principal has delegated responsibility 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 Events beyond the control of the parties

- 7.1 **Force majeure:** An event beyond the reasonable control of the College or the Parent is a **Force Majeure Event** and shall include such events as fire, flood, storm, war, riot, civil unrest, act of terrorism, strikes, industrial disputes, outbreak of epidemic or pandemic of disease, failure of utility service or transportation.
- 7.2 **Notification:** If either the College or the Parent is prevented from or delayed in carrying out its contractual obligations by a Force Majeure Event, that party shall immediately notify the other in writing and shall be excused from performing those obligations while the Force Majeure Event continues.
- 7.3 **Continued force majeure:** If a Force Majeure Event continues for a period greater than 90 days, the party who has provided notification under clause 7.2 above shall notify the other of the steps to be taken to ensure performance of its contractual obligations.
- 7.4 **Termination:** If the Force Majeure Event continues for a total period greater than 120 days, the party in receipt of notification under clause 7.2 may terminate this contract by providing at least three working days' notice in writing to the other party.

## 8 Data Protection

### 8.1 How we may use Personal Information: References, Confidentiality and Data Protection:

8.1.1 We will need to use information relating to the Student, and to you, for certain purposes connected with the running of the College. This will include name, contact details, college records, photographs and video recordings, both whilst the Student is at the College and after he or she has left, for the purposes of:

- (a) managing relationships between the College and current Students/parents and fulfilling our obligations under the contract with you;
- (b) promoting the College to prospective Students/parents;
- (c) publicising the College's activities; and
- (d) communicating with the college community and the body of former Students.

In respect of (b), (c) and (d), this includes use of such information by the College in/on the College's brochure (in whatever format or medium it is produced/made available), the College's website(s) and (where appropriate) the College's social media channels.

8.1.2 You are required to update us of changes to information held, or in circumstances relating to, you and/or the Student. You must:

- (a) confirm (or update, if necessary), when requested, such information (and/or documentation) about (or relating to) you and/or the Student that is held by the College; and
- (b) inform the College of any change to you or the Student's circumstances (including, where applicable, in connection with the Student's entitlement to

enter, reside and/or study in the United Kingdom), or to information about (or relating to) you or the Student that has previously been notified to the College, including relevant contact details.

8.1.3 As Tier 4 sponsor we need your consent to us providing certain information to UKVI. In order to comply with our responsibilities as a licensed sponsor under Tier 4 of the Home Office's points-based system for immigration purposes, you consent to us notifying and/or supplying information relating to you and/or the Student's right to enter, reside and/or study in the United Kingdom to the *United Kingdom Visas and Immigration* (UKVI) unit of the Home Office (and to do so whether we actually sponsor the Student or not).

8.1.4 We will send information (such as college reports) about the Student to both of you as a matter of course. You agree that those persons who have parental responsibility for the Student are entitled to receive certain information about the Student from the College (including college reports, correspondence and other materials relating to his or her progress, development and/or education generally). The College shall therefore disclose such information as a matter of routine to such persons UNLESS the College is restricted from doing so by a court order (or similar direction) or by any other legal requirement or obligation (for example, under the Data Protection Act 1998 (as amended or superseded)).

8.1.5 Data Protection Law. The College will process personal data about you and the Student in accordance with the Data Protection Act 1998 (as amended or superseded, including from 25 May 2018 the General Data Protection Regulation) and other related legislation. We will process such personal data:

- (a) as set out in this Clause 8, and in the College's Privacy Notice which is available on the College's [website](#) as may be amended from time to time;
- (b) in order to comply with any court order, request from or referral to an appropriate authority, or legal, regulatory or good practice requirement; and
- (c) to perform our obligations under this contract, and where otherwise reasonably necessary for the college's purposes.

## 9 General contractual matters

9.1 **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.

9.1 **Information for Parents:** We provide parents of students and prospective students with information about the College, the Course and our educational services 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 Principal that the information is accurate before submitting a completed booking form.

- 9.2 **Third party rights:** Only the College 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.
- 9.3 **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.
- 9.4 **Jurisdiction:** This agreement was made at the College and it, together with each matter relating to the provision of educational services by the College, 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.

**St Clare's, Oxford: a Company Limited by Guarantee**  
**Registered in England No: 01986868**  
**Registered Office: 139 Banbury Road Oxford OX2 7AL**  
**Registered Charity No: 294085**