



MALVERN COLLEGE

# SUMMER SCHOOL

## TERMS AND CONDITIONS

### Definitions

- **Malvern College Summer School / We / Us /Our** means Malvern College Enterprises Limited trading as Malvern College Summer School. Malvern College Enterprises Limited is a private limited company registered in England with company number 02706656 whose registered office is at College Road, Malvern, Worcestershire WR14 3DF
- **You / Your** means the person/s who have submitted the completed application form for place on the Course
- **Course** means the Summer School Course provided by Us to the Student
- **Course Director** means the person appointed by the Directors of Malvern College Enterprises Limited to be responsible for the day to day running of the Course.
- **Student** means the student named in the application form.
- **Fees** means the fees payable for the Course by You and includes the Deposit and certain insurances.
- **Deposit** means the initial deposit payable by You in accordance with these terms and conditions.

### Enrolment

- Places on each course are strictly limited and subject to availability and to Malvern College Summer School being able to meet and continue to meet the Student's needs. You are advised to apply as early as possible.
- Application is made by You completing and submitting the application form and paying the initial Deposit of £500 per week (per student) within four weeks of being

sent the link to pay. Please note that the Deposit is part of the full fee, and not an additional cost.

- An enrolment is not valid until the Deposit has been paid and the Student's place on the Course has been confirmed in writing by Malvern College Summer School.
- Full payment of the Course Fees (including any additional charges) must be received before the earlier of:
  - the granting of the Student's visa; or
  - no later than 6 weeks prior to the Course start date.
- Once the full fees have been received, You and the Student will be sent details of the Course. You acknowledge that We may make changes to the Course programme as considered reasonably necessary by the Course Director.
- By completing the application form, You confirm that You have provided full details of all information required that it is accurate and correct. Please see the Section below titled Cancellation and Termination for information about the consequences of providing incorrect, inaccurate or incomplete information. If at any subsequent time We find the information to be incorrect or inaccurate or incomplete, We reserve the right to terminate this agreement with immediate effect and to require the Student to leave the course. In this case, there will be no refund of the course fees and You will be responsible for the costs of repatriation of the Student.

### **Cancellation and Termination**

- Please contact Us immediately if You wish to cancel the Student's place on the Course (see also Liability and Insurance section below).
- If this Agreement is made entirely at distance by means of post, fax or electronic communication without You meeting face to face with a member of the Malvern College Summer School staff during the contractual process, You have the right to cancel this agreement at any time within 14 days from the day after You receive confirmation of the place on the Course (Cancellation Period). In such circumstances any payment made by You will be refunded pro-rated if the We have provided any educational services under this Agreement. Information about the right to cancel and how to cancel is set out in the cancellation notice and form appended to these terms and conditions.

- Where applicable by entering into this agreement You are requesting that services be provided within the Cancellation Period and are agreeing to pay for them irrespective of any cancellation rights.
- After the expiry of any Cancellation Period and before the start date of the Course if you cancel due to your visa application being refused, please see the refund policy provisions in the Student Visas section below.
- After the expiry of any Cancellation Period refunds for any reason other than a visa application refusal will be granted only in exceptional circumstances and at the sole discretion of Malvern College Summer School.
- A confirmed place for the Student on the Course is not transferable to any other person.
- If at any time after completion of the application, We find the information to be incorrect or inaccurate or incomplete We reserve the right to terminate this agreement with immediate effect and to require the Student to leave the course. In this case, there will be no refund of the course fees and You will be responsible for the costs of repatriation of the Student.
- If payment of Fees is not made in full as required in the Enrolment section above, Malvern College Summer School reserves the right to terminate this agreement immediately and to retain the Deposit paid.

### **Amendments**

- Once a student has registered, name changes will not be allowed.
- Any amendments to the registration process, if possible and subject to availability, will incur an administrative fee of £50.

### **Travel and Airport Transfers**

- Airport transfers can be organised for the Student on request from You. Airport transfers will only be organised by Us if the Student is in possession of a valid return ticket complete with a time and date for travel. The Student must not arrive at the Course with an undated ticket. Malvern College Summer School is not responsible for booking return tickets.

- The airports from which transfers are included are Birmingham International (BHX) and London Heathrow (LHR) only. Transfers to and from other airports will incur an additional charge.
- We ask that where possible flights are booked to arrive/ depart between 0900 and 1700 (UK time) on the days of travel. There will be an additional charge outside of these hours.
- If the Student is travelling on his / her own a charge may apply for the transfer and this will be confirmed by Malvern College Summer School once the travel details are provided. Transfer charges (if applicable) must be paid prior to the start of the Course.
- You shall immediately inform Malvern College Summer School of any changes to the Student's travel arrangements. You should not assume that Malvern College Summer School has received details of changes until they are acknowledged by Us in writing.
- Malvern College Summer School will confirm travel details to You via e-mail.
- You are responsible for the cost of excess baggage and Unaccompanied Minor (UM) charges payable to you the airline and airport departure tax.
- Airport transfers will be either by car, minibus or coach. Trains or other public transport may be used at Our discretion. If the Student does not require a transfer to an approved airport at the end of the Course s/he must be accompanied an adult authorised by You.
- If at the end of the Course the Student is collected by an adult other than You, Malvern College Summer School requires written authorisation and confirmation of the name of the adult collecting the Student from You at least 24 hours in advance. The adult must provide photographic ID to Malvern College Summer School staff before the Student is released into their care.

#### **Visitors to Malvern College Summer School**

- You acknowledge that it is a Course requirement that the Student attends all lessons and activities provided by Us. You or any relative or friend of the Student who want to visit him / her during the Course must seek the permission of the Course Director or their delegate at least 48 hours before the desired time.
- If the visitor is not You, a signed authorisation letter from You must be received before permission is granted and at least 48 hours before the desired time.

- You must ensure that the visitor provides photographic identification to Malvern College Summer School staff before the Student is released in to their care.
- The Student will be required to sign out and sign back in to Malvern College Summer School if temporarily leaving the Course with a permitted visitor.

### **Student Visas**

- If the Student requires a visa to enter the United Kingdom and study on the Course You shall be responsible for obtaining this. We strongly recommend that parents apply as early as possible to avoid any difficulties.
- If required, Malvern College Summer School can provide You with information in support of a visa application.
- If a visa application is refused, the following refund policy applies:
- Malvern College Summer School will refund the full fees, provided a visa is refused by the Entry Clearance Officer, and provided You have followed all the correct procedures.
- Malvern College Summer School will not make a refund to you should the reasons for refusal be related to insufficient or incorrect documentation provided by You.
- Malvern College Summer School will not refund a parent should the parent not have applied with sufficient time for the visa to be approved.
- In the case of a visa refusal, original documentation issued by the Entry Clearance Officer must be provided to Malvern College Summer School to qualify for a refund.

### **Liability and Insurance**

- We have public liability insurance for Malvern College Summer School.
- Any liability of Malvern College Summer School to the student or parent or guardian, in respect of which Malvern College Summer School has insurance cover, shall be limited to the amount of such cover and any such liability.
- Nothing in these terms and conditions shall operate to exclude or limit any liability of Malvern College Summer School or Malvern College Enterprises Ltd for personal injury or death caused by negligence of Malvern College Summer School or Malvern College Enterprises.

- Malvern College Summer School provides some insurance cover as part of the Course Fees. There is no extra charge for this cover. Full details can be provided by Malvern College Summer School on request.
- If costs are incurred for medical or dental treatment for the Student, You will be responsible for payment of this cost in the first instance. Should You wish to claim for these costs, You must do so directly with the insurers.
- It is the responsibility of You to ensure that appropriate insurance cover is in place for any musical instrument or other high value item brought by the Student to the Course.

#### **Events beyond the control of parties**

- An event beyond the reasonable control of the parties (**Force Majeure Event**) means without limitation:
  - acts of God, flood, drought, earthquake or other natural disaster;
  - subject to the final clause in this section epidemic or pandemic;
  - terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - nuclear, chemical or biological contamination or sonic boom;
  - any law or any action taken by a government or public authority; or
  - collapse of buildings, fire, explosion or accident, provided always that the inability of either party to pay any amount due pursuant to this agreement (including where such inability arises from a shortfall in revenues which arises directly or indirectly from any of the events described above) shall not constitute a Force Majeure Event.

Provided it has complied with the clause immediately below if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

- The Affected Party shall:
  - as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which

- it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
  - For the avoidance of doubt any reasonable adjustments to the Course by Us in order to meet legal obligations, comply with government guidance and to protect the health safety and well-being of staff or students shall not affect the obligation of You to pay the Course Fees in accordance with this agreement.

### **Passport, Tickets & Pocket money**

- The Student's original passport and travel ticket must be presented at registration on arrival at the Course and will be kept securely throughout the Course.
- Pocket money can be handed in at the start of the Student's Course. Malvern College Summer School recommends the Student brings about £50 pocket money per week.
- Malvern College Summer School will not lend or advance pocket money to the Student.

### **Course Rules**

- You will assist and co-operate with Malvern College Summer School in ensuring that:
- The Student is on time for all meals, classes, activities and excursions provided on the Course.
- The Student follows all reasonable instructions of Course staff.
- The Student does not act in way which disrupts the operation or running of the Course.
- The Student keeps his /her room tidy and make their own bed each morning.
- You pay for any damage to property, equipment or rooms caused by the Student.
- The Student does not drink or possess alcohol irrespective of his / her age.
- The Student does not supply, possess or use drugs or substances
- The Student does not smoke at any time during the Course.
- The Student only mixes with students of other genders in the areas of the Malvern College Summer School as agreed by the Course Director.
- The Student does not engage in any form of bullying or intimidating behaviour.

- The Student is in his / her room and silent at the time given by the House Parent (or delegate).
- The use of mobile phones will be restricted during the Course and the Student may be asked to hand in his / her mobile phone at certain times of the day.
- The Course Director may allow the Student if aged 12 or over to go shopping in small groups without the direct supervision of the course staff, unless You write to tell Us the Student cannot do this.
- If the Student is found to have committed a serious breach or repeated breaches of Course Rules s / he may be required to leave the Course immediately. In such circumstances no part of the Course Fee will be refunded and You will be responsible for the costs of repatriation of the Student.

### **Photographs and Images**

- We may obtain and use images of the Student for marketing/promotional purposes, including:
- Internal displays (including clips of moving images) on digital and conventional notice boards within the Course premises;
- In communications with the Course community (parents, students, staff, and alumni) including by email, and by post;
- On the Malvern College Summer School's website and, where appropriate, via relevant social media channels, e.g. Twitter and Facebook. Such images would not normally be accompanied by the Student's full name; and In the Malvern College Summer School's prospectus, and in online, press and other external advertisements for the School. Such external advertising would not normally include the Student's name. We will only use images of pupils in suitable dress. We will seek consent from You and from the Student if of sufficient maturity and understanding if We consider the image to be more privacy intrusive.
- If You do not wish for Us to use the Student's image You must let us know by email to Malvern College Summer School at [summerschool@malverncollege.org.uk](mailto:summerschool@malverncollege.org.uk)
- You are expected to read and discuss the Malvern College Summer School Privacy Notice with the Student before completing the application form.

### **Consents**



- By accepting these terms and conditions you consent to the Student:
  - participating in all excursions and activities listed in the programme;
  - the Course Director authorising emergency medical treatment for the Student if We are unable to contact You.

### **Safeguarding**

- We are a subsidiary of Malvern College and its safeguarding policies, procedures and practices apply to the Malvern College Summer School. Course staff undergo safeguarding training in accordance with these policies and have been subject to the relevant recruitment and background checks. A link to our policy can be found [here](#).

### **Jurisdiction**

- This agreement is made at the Malvern College Summer School and it, together with each matter relating to the provision of services by Us, 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.

### **Appendix**

#### **MALVERN COLLEGE SUMMER SCHOOL**

#### **CANCELLATION NOTICE AND CANCELLATION FORM**

If your agreement with Malvern College Enterprises Ltd trading as Malvern College Summer School was formed entirely by means of distance communication (i.e. by post, fax or electronic communication) without a face to face meeting with a member of the Summer School staff you may cancel the contract within 14 days. The 14 day cancellation period will commence on the day following your receipt of your confirmation of a place on the Course.

To exercise your right to cancel, you must inform us at the Malvern College Summer School address of your decision to cancel this contract by a clear statement (e.g. a letter sent by post or fax, or an email). You may use the attached model cancellation form, or your own

wording, if you prefer. You do not have to provide a reason for cancellation when informing the School.

To meet the cancellation deadline you must send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

### **Effects of cancellation**

#### 1. Where we have provided services

If, following our confirmation of the place, we provide services to the Student, and then you choose to cancel the agreement before the 14 day period expires, you will be liable to pay to us our reasonable costs. These will be the costs for the actual services provided up to the time you communicate to us your cancellation of the contract, calculated as a proportion of the Course fees. We will return to you, after deduction of our reasonable costs, the balance of fees and any deposit paid.

#### B0 Where we have not provided educational services

If you cancel this agreement within the 14 day period and we have not provided any services, we will reimburse to you in full any payment of fees and deposit received from you, without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel.

We will make any reimbursement due using the same means of payment as you used for payment to us, unless we expressly agree otherwise. You will not incur any fees as a result of the reimbursement.

### **Reimbursement of payments made**

If you have paid to us an amount greater than any costs we have properly incurred, we will reimburse you with the balance, within the timescale and in the manner set out in b) above.

If you wish to cancel your agreement with Malvern College Enterprises Ltd trading as Malvern College Summer School within the 14 day period, please notify the Course Director by email, letter or fax, at the Malvern College Summer School address.

