



Summer School 2022

Terms and Conditions

1. Definitions

(a) In these Terms and Conditions:

"Course" means the Summer School and Pre-Sessional Courses run by Taunton School;

"Acceptance Form" means the form provided by the School for parents to complete when accepting a place for their child at the School;

"Student" or "Child" means a person of whatever age who accepts a place to attend a course run by the School and includes those who are aged 18 or over;

"Course Fees" means the fees for the course as amended from time to time;

"Course Director" means the person appointed by the Head of the School to be responsible for the day-to-day management of the course, including anyone to whom such duties have been duly delegated;

"Course Rules" means the rules of the course above which may be amended from time to time for legal, safety or other substantive reasons or in order to assist the proper administration of the course;

"Terms and Conditions" means these Terms and Conditions as amended from time to time;

"We", "Us" or the "School" means the legal entity carrying on as the School as identified in Clause 1(b) below, or its duly authorised representative, as the context requires;

"You" or the "Parents" means the person who returns the Acceptance Form as parent or guardian of the student.

(b) The Acceptance Form, the Course Rules and these Terms and Conditions form the terms of a contract between you and Taunton School Educational Charity and constitute the entire agreement between the parties. It is not intended that the terms of the contract shall be enforceable by the student or by any other third party.

2. Acceptance

(a) An offer of a course place for your child is only accepted by your returning the signed and completed Acceptance Form.

(b) The initial payment is not refundable if the student does not take up a place on the course with the exception of the circumstances listed in 2(c).

(c) If you wish to withdraw your acceptance of a place on the course after submitting the Acceptance Form and paying fees the following applies:

- 30 days or more before the first day of the course; the initial payment is not refundable but the remainder of the course fee will not be payable.
- Less than 30 days before the first day of the course; payments are fully refundable if a visa is not obtained or the UK or Country of Residence applies travel restrictions over which you have no control. Evidence of an unsuccessful visa application would be required from the embassy where the application was made.

- Less than 30 days before the first day of the course; payments are fully refundable if there is significant variation to the course advertised.
- **Covid-19 additional measure:** Your Deposit and Course Fees will be fully refunded up to 24 hours before you travel if the UK Government change the quarantine/travel status in your country at short notice; or you have proof of a positive Covid-19 test; or you have proof that you have to isolate because of Covid.

- (d) Taunton School reserves the right to cancel a course, giving 30 days' notice, due to insufficient numbers. In such circumstances all payments will be refunded.
- (e) Places on the course are subject to availability. If a place is not available the initial payment will be refunded.

3. Equality

The School has a Christian ethos and welcomes students from any ethnic background, religious group or creed. Human rights and freedoms are respected and the School maintains and follows an equal opportunity policy. The School will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to students that have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of students who have disabilities for which, after reasonable adjustments we can adequately cater.

4. Course Fees

- (a) After deducting the initial payment, the remainder of the course fees must be paid in full at least 30 days before the first day of the course.
- (b) Where full payment has not been received, we reserve the right to accept another student onto the course and to refuse to allow your child to attend the course.
- (c) The Course Fees will not be reduced as a result of absence due to illness or otherwise. Should your child be unfit to travel at the end of the course, you will be responsible for the cost of any arrangements that maybe necessary.
- (d) You agree to pay for any loss or damage to property or equipment and damage to rooms caused by your child.

5. Course Rules

- (a) It is a condition of remaining on the course that each student complies with the Course Rules as amended from time to time.
- (b) A complaint or rumour of misconduct against your child will be investigated. All reasonable care will be taken to protect the Student's human rights and freedoms and to ensure that the Parents are informed as soon as is reasonably practicable after it becomes clear that the Student may face disciplinary action for a serious breach of the Course Rules.
- (c) The Student may be requested to provide a biological sample under medical supervision if involvement with drugs is suspected, or a sample of breath to test for alcohol consumed in breach of Course Rules.
- (d) A Student may be questioned and his/her accommodation or belongings may be searched in appropriate circumstances and in line with School policies if they are suspected of being involved in illegal activity or in breach of the Course Rules.
- (e) The School reserves the right, subject to applicable data protection legislation, to monitor your child's email communication, internet use and mobile phone devices for the purpose of ensuring compliance with the Course Rules.

6. Disciplinary Procedures and Complaints

- (a) The Course Director in his/her discretion may suspend or, in serious or persistent cases, may permanently exclude a student from the course if he/she considers that their behaviour (including behaviour outside School) is unsatisfactory and that removal is in the School's best interests or those of the student or other students or is in the interests of the well-being of the staff or to prevent the School being brought into disrepute.
- (b) Should the Course Director exercise his/her right under sub-clause (a) above you will not be entitled to any refund or remission of course fees and you will be liable to repay any costs incurred by the School.
- (c) The School will act in a way which is fair in all the circumstances when taking decisions under Clause 5.
- (d) Should you wish to have a review of a disciplinary matter, or should you wish to complain about any other matter, you should contact the Course Director or to the Head of Taunton School International.

7. The School's Obligations

- (a) Subject to these Terms and Conditions, the School undertakes to accept your child as a student on the course.
- (b) While your child is a student on the course, we undertake to exercise reasonable skill and care in respect of his or her welfare. This obligation will apply on the School premises and when students are participating in activities organised by the School.
- (c) We will not subject your child to corporal punishment.
- (d) We will not subject your child to any physical contact except where such contact may be deemed appropriate or in order to avert an immediate danger of personal injury to, or an immediate danger to the property of, a person (including your child). Unless you notify us to the contrary, you consent to your child participating, under proper supervision, in contact sports and in other normal sports and activities which may entail some risk of physical injury.
- (e) If your child requires urgent medical attention while under the School's care, we will if practicable attempt to obtain your prior consent. However, should we be unable to contact you sufficiently quickly, we shall be authorised to make the decision on your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor.
- (f) Our course literature describes the broad principles on which the course is run and is believed to be correct at the time of printing. However, from time to time it may be necessary to make changes to any aspects of the course and we reserve the right to do so.
- (g) We will monitor your child's progress on the course and produce a written report.

8. The Parents' Obligations

- (a) You undertake to inform the School of any health or medical condition, disability, allergy or infection that your child has, whether long-term or short-term, including mental health or welfare concerns. If the School so requires due to a health risk either presented by your child to others or presented to your child by others or by reason of a virus, pandemic, epidemic or other health risk, you agree that your child should leave the course and not be permitted to return until such time as the health risk has been averted. You agree to be responsible for the cost of any such special arrangements whether or not you can recover the cost from your insurance.
- (b) We will make reasonable adjustments to meet the needs of any disabled student but you agree that this will not be possible in every case and we reserve the right not to accept a student onto a course or to ask a student to leave the course where we cannot make the necessary provision.
- (c) You agree that your child can participate in all activities, sports and excursions and undertake to inform the School of any situations where special arrangements may be needed in relation to your child.
- (d) We cannot accept any responsibility for the welfare of your child while off the School premises unless he/she is taking part in a School activity or otherwise under the supervision of a member of the School staff.
- (e) If you have cause for concern as to a matter of safety, care or discipline you should inform the School without delay.
- (f) You agree to complete and return all forms, in full, provided by the School by the specified deadlines. A student will not be permitted to start the course without a completed Summer School medical form. In order to qualify for the free airport transfers between the published times on arrival and departure days you must provide the completed travel form by the published deadline. You will be liable for the full cost of travel and transfers if you do not provide this.
- (g) You accept that your child is responsible for the security and safe use of all their personal property, cash and property lent to them by the Summer School. The Student is responsible for ensuring that all such personal property is clearly marked with their name.

9. Liability and Insurance

- (a) 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.
- (b) The School maintains those insurances as required by law and provides a basic insurance for Students. A copy of the policy is available on request. The Parent is responsible for any other insurance including insurance of the Student's personal property whilst at the School or on the way to and from School or any activity away from the School premises organised by the School.
- (c) The School strongly recommends that you review our policy to fully understand its scope and limitations and take out additional insurance for your own financial and personal security.

10. Transport

The Parent consents to the Student travelling by any form of school or public transport or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.

11. Data Protection

We use the information collected about you and your child to provide the course and to fulfil our statutory duties

By signing the Acceptance Form the Parents on behalf of themselves and, so far as they are able, on behalf of the Student consent as far as is required under data protection law to the processing by the School of personal information including;

- Financial information relating to Parents
- Sensitive personal information relating to the Parent and/or the Student.

as is deemed necessary for the legitimate purposes of the School.

Our privacy notice, which contains further information about how we use personal data can be found here:

<https://www.tauntonschool.co.uk/wp-content/uploads/2021/02/Privacy-Notice-Sept-2020.pdf>

Please read this carefully. If your child is aged twelve or over, then you must ensure that your child has read this as well.

12. Photographs and 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 website 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 Taunton School Educational Charity. On occasion, these may be used for press and media purposes, or for educational purposes as part of the curriculum or extra-curricular activities. By signing and returning the completed Acceptance Form you agree to such use. The Parent may withdraw their consent at any time by emailing the Course Director. Where the student is of sufficient maturity (usually when aged 12 or older) we may seek the student's specific consent (which may be obtained verbally) in addition to or instead the Parents' or Legal Guardian.

13. Confidentiality

- (a) The Parent authorises the Course Director to override their own 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 avert a perceived risk of serious harm to the student or to another student at the School or to inform members of staff about a Student's particular needs.
- (b) The Parents may ask the School to keep information about the Student confidential. For example, to ask us to not use photographs of the Student or keep the fact that the Student is on the Course confidential. If the Parent would like information about the Student to be kept confidential, they must immediately contact the Course Director in writing, requesting an acknowledgement of their letter.

14. 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 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. Nothing in these terms and conditions affects the Parents' statutory rights.

15. Changes in Ownership

For the purposes of constitutional changes to the School or amalgamation we reserve the right to transfer the undertaking of the School to any other natural or legal person, and to assign the benefit of this contract in connection with any such transfer, and/or to amalgamate the School with any other educational institution.

16. Force Majeure

- (a) In this agreement "force majeure" shall mean any cause beyond a party's control (including for the avoidance of doubt strikes, other industrial disputes, act of God, war, riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction (including that of a local authority), accident, fire, flood, storm, pandemic or epidemic of any disease, terrorist attack, chemical or biological contamination).
- (b) In the event of a force majeure arising which prevents or delays the School's performance of any of its obligations under this agreement, the School shall forthwith give you notice in writing specifying the nature and extent of the circumstances giving rise to the force majeure. Provided that the School has acted reasonably and prudently to

prevent and minimise the effect of the force majeure, the School will have no liability in respect of the performance of such of its obligations as are prevented by the force majeure while it continues. The School shall use its best endeavours during the continuance of the force majeure to provide normal services.

- (c) In the event of a force majeure which affects your ability to perform any of your obligations under this agreement, you shall give the School notice in writing of the force majeure. You shall not be liable for non-performance of such obligations during the continuance of the force majeure.

17. Communications

Communication may be by email, as well as by letter. Documents signed and returned electronically, including the Acceptance Form which forms the contract between you and Taunton School Educational Charity, are legally binding.

18. Interpretation and Jurisdiction

Headings in these Terms and Conditions are for ease of understanding only and do not form part of these Terms and Conditions. The contract between you and the School is governed by English Law. You agree with us to submit to the exclusive jurisdiction of the English Court.

19. Variations

We reserve the right to change or add to these Terms and Conditions from time to time for legal, safety or other substantive reasons or in order to assist the proper delivery of courses at the School.

Revised: September 2022