



TERMS AND CONDITIONS

Haileybury International Summer School is operated by Haileybury Enterprises Limited, a subsidiary of Haileybury College, Haileybury, Hertford SG13 7NU, a charity registered in England and Wales (Registered Charity No. 310013) (“we”, “us”, or “the School”).

DEFINITIONS

“Arrival Date” means the date of arrival as described in the Confirmation.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England and Wales, when banks in London are open for business.

“Confirmation” has the meaning set out in clause 1.3.

“Course” means the educational summer school course full details of which will be set out in the Confirmation.

“Course Rules” means the course rules set out in clause 10.

“Course Start Date” means the first day of the Course as described in the Confirmation.

“Course Finishing Date” means the last day of the Course as described in the Confirmation.

“Deposit” means 10% of course fees.

“Payment Due Date” means for the full balance (a further 90%) must be received 8 weeks prior to the start of the course. .

“Haileybury Agent” means an agent who has the legal authority to bind Haileybury to the terms of this Contract.

“Pupil” means the person who will be attending the Course.

“Terms” means these terms and conditions as amended from time to time in accordance with clause 4.1.

“You/Parent” means the person making the booking on behalf of the Pupil, who is the parent or legal guardian of the Pupil and with whom the legal contract is formed, whether directly with Haileybury or through a Haileybury Agent.

1. BOOKINGS

1.1 All applications for a Summer School place must be made by the Parent of the Pupil being booked onto the Course. Bookings are made via our Portal or by completing an application form.

1.2 Your application for a place on a Course is an offer to enter into a binding contract with us to purchase a place on the Course. Your offer is only accepted when we send you written confirmation that your application is accepted or that we are able to offer you a place on the Course (the "Confirmation").

1.3 The School may accept or decline an application at its absolute discretion.

1.4 From the date on the Confirmation, a contract will exist between us and you (the "Contract"). The Contract will continue until the Course Finishing Date, unless it is cancelled earlier in accordance with these Terms. Where the booking is made via a Haileybury Agent, the Contract is formed with Haileybury and not the Agent.

1.5 The Contract will be subject to these Terms and the application form. These Terms and the application form set out the entire agreement between you and us in relation to the Course.

1.6 Please check that the details in these Terms and the application form are complete and accurate. If you think that there is a mistake in the Terms or the application form or that they do not contain relevant information that you are relying on, please notify us and ask us to confirm any agreed changes in writing before you submit your application.

1.7 Sometimes, due to circumstances outside of our control, we may have to change the location of the Course, or the nature of an activity or excursion (e.g. due to global events or weather conditions). Should this happen, we will notify you at the earliest opportunity of the change.

1.8 We accept no liability for any losses suffered due to a change of location, activity or excursion in accordance with these Terms.

1.9 We will do our best to meet accommodation requests where they have been made in writing, but unless explicitly specified and agreed by the School as a condition for booking, accommodation is allocated at the discretion of the School. Please note that the School's objective is to enable pupils to mix with those of other nationalities so as to provide an immersive language experience, and the School will allocate accommodation accordingly.

1.10 All refunds for a cancellation made by us or you are subject to the Cancellation terms outlined in clause 5.

2. BOOKINGS AND LATE APPLICATION

2.1 We encourage early booking to avoid disappointment. Due to availability and the need to book excursions and activities, any bookings made less than 14 days before the Course Start Date may not be accepted. If you submit your application less than 14 days before the Course Start Date and you do not receive confirmation or a response from us with joining instructions within two working days, please contact us at summerschooladmissions@haileybury.com.

3. CONTACT DATA

3.1 We may need to contact you in the two weeks prior to the Course Start Date, or during the Course itself. You must include in your application form your contact details (in the UK or otherwise), and, if you are not English speaking, the details of an English speaking contact, which will apply during these times. You must also provide us with the Pupil's mobile telephone number for while they are in the UK.

3.2 You should wait to receive our Confirmation before making any travel arrangements. We will not be responsible for any travel or accommodation costs you incur if we have not sent you a Confirmation.

4. DEPOSIT, COURSE FEES AND PAYMENT

4.1 The fees payable for each Course (the "Fees") are published on our website: <https://www.haileybury.com/international-summer-school/> and may vary from time to time. Once we have accepted your application and sent you a Confirmation, no variation of these Terms shall be effective unless it is in writing and agreed by you and us.

4.2 Fees and Deposits are payable in British pounds (GBP).

4.3 You must pay the Deposit within 48 hours of receiving the Confirmation email. If you do not pay the Deposit on time, we reserve the right to cancel your booking and offer your place to someone else.

4.4 The balance of Fees must be received by us no later than the Payment Due Date. Any booking made after this date must be paid in full within 48 hours of receiving the Confirmation Email.

4.5 If for any reason we cancel or reject your application, we will refund to you any Fees you have paid within 14 days of cancellation.

4.6 If you do not pay the Fees in accordance with these Terms, you will not be entitled to start the Course and we may cancel your booking.

5. CANCELLATION

5.1 Subject to the provisions of this clause 5, you have a right to cancel your booking within 14 days from the date of Confirmation (the "Cancellation Period") without giving any reason.

5.2 All cancellations must be made in writing and take effect from the date we receive such notice. Where a cancellation is made more than 30 days prior to the Arrival Date, there will be a refund of all Course Fees paid, minus the Deposit.

5.3 Due to the requirement to arrange staffing, transport, airport transfers, accommodation and other aspects of the Course in advance of the Arrival Date, where a cancellation is made 30 days or less prior to the Arrival Date, there will be no refund, except in the case of valid visa refusal (see details below) or at our sole discretion. Where a booking is amended by you less than 30 days prior to or after the Arrival Date, there will be no refund for any missed elements of the Course.

5.4 Should you cancel within the Cancellation Period but after the Arrival Date we are under no obligation to offer a refund.

5.5 The School may cancel a Course no later than 10 Business Days before the Course Start Date if there is low demand for the Course in which case you will receive a refund of any Fees that you have paid.

5.6 We may cancel your booking if an event outside our control prevents us providing your selected Course, in which case we will refund any fees paid.

6. PAYMENT OF REFUNDS

6.1 Any refunds due to cancellation will only be given if it is permitted under clause 5 (Cancellation) and subject clause 9. No refund shall be given after the Course Finishing Date.

6.2 We take complaints seriously and endeavour to reply to any formal complaint made in accordance with clause 17 below ("Complaint"). Whether or not to issue a refund as a result of a Complaint is at our complete discretion.

6.3 If you become entitled under these Terms to receive a refund then:

6.3.1 refunds will be paid in GBP and we will not be responsible for any losses you suffer as a result of currency exchange fluctuations or exchanges; and

6.3.2 we will endeavour to pay refunds by the same means as you paid the Fees.

7. VISA SUPPORT AND VISA REFUSAL

7.1 It is your responsibility to determine how far in advance you need to apply for a visa and to allow sufficient time to obtain a visa including any delays caused by the issuing visa office. We strongly recommend applying for a visa as soon as possible.

7.2 Should the Pupil require a visa to travel to the UK, we will provide the relevant documentation for a standard visitor visa application upon payment of the Deposit (or where the Course booking is made after the Payment Due Date, after payment of the Fees in full). Please note that we require a copy of the Pupil's passport and visa.

7.3 If the visa application is still being processed at the Course Start Date then we will offer you either:

7.3.2 a refund of any Fees paid less the Deposit; or

7.3.2 a credit note in full for the following year.

7.4 If the visa is refused, provided you inform us of this and we receive a valid visa refusal letter no later than ten days prior to the Course Start Date, and subject to Clause 9, a full refund of any Fees paid will be issued, less a £200 administration fee.

7.5 If the Pupil has not received their visa or a visa rejection letter, and the reason for doing so is due to Embassy delays, provided you inform us of this at least ten days prior to the Course Start Date with supporting evidence we will offer you a refund of any Fees you have

paid less the Deposit. Alternatively, you may instead ask that we apply the Deposit to the following year's Course, which may be accepted only at our discretion.

7.7 We will not offer you a refund if you fail to inform us within the above periods or if the Pupil does not attend the Course.

7.8 If you receive the visa after the Course Start Date and the Pupil still wishes to attend, please contact us and let us know. We may be able to find a space for them on the Course but this is not guaranteed.

7.9 We will not offer a refund for a visa refusal or for a delay in the visa application where one or more of these criteria is not met:

7.9.1 the visa application must be made with sufficient time prior to the arrival date to allow for the length of application time as indicated by UK Visas and Immigration (UKVI);

7.9.2 all necessary documentation must be provided as indicated by UK Visas and Immigration (UKVI);

7.9.3 the visa application is made after the Payment Due Date but before the Arrival Date;

7.9.4 you must be able to demonstrate that all necessary steps were taken to obtain the correct visa and that the application form submitted for the visa was correct and did not contain any material mistakes;

7.9.5 you notify us, at least ten days prior to the Course Start Date that the Pupil has not received their visa.

7.10 We reserve the right to cancel a booking if a copy of the visa has not been received at least four weeks before the Course Start Date.

8. THIRD-PARTY SERVICES

8.1 Some services (such as catering or certain activity courses) may be provided by third parties. We will use our reasonable endeavours to ensure that all of the facilities and services are suitable for the Course and Pupils. Where a service is provided by a third party, we will pass on any feedback from Parents or Pupils concerning that service.

8.2 Some activities provided by a third party will require that a Pupil complete a medical form. Details will be provided during the booking process.

9. PUPIL OBLIGATIONS

9.1 The Pupil attending the Course agrees to:

9.1.1 maintain an immigration status that entitles them to undertake the Course,

9.1.2 attend all classes and Course sessions regularly and on time;

9.1.3 ensure they have a level of spoken and written English sufficient to allow participation on the Course;

9.1.4 refrain from using any audio or visual recording equipment during classes or practical sessions;

9.1.5 abide by the Haileybury International Summer School Handbook, including the Rules set out in that document; and

9.1.6 comply with our health and safety rules and our Course Rules (as set out in Clause 10 below).

9.2 You agree and accept that you have informed the Pupil of their obligations under the Contract. You agree that you are responsible for the Pupil fulfilling their obligations and following the Course Rules. Failure to do so may result in disciplinary action up to and including dismissal from the Course.

10. COURSE RULES

10.1 We expect and hope that all pupils registered with Haileybury International Summer School will have a summer to remember and make every effort to show respect at all times to fellow pupils and members of Haileybury staff.

10.2 The Course Rules outlined below are designed to ensure that all pupils and staff of Haileybury are able to enjoy the summer free from any unpleasant, intimidating or aggressive behaviour and in safety.

10.3 The breach of any Course rule stated below by the Pupil may result in their dismissal from the Course. Furthermore, if the Pupil breaks the law or displays aggressive, intimidating or discriminatory behaviour they will face instant dismissal from the Course. Should the Pupil face instant dismissal, the Pupil will be withdrawn from the Course with immediate effect and will need to return home at your expense at the earliest possible opportunity.

10.3.1 Pupils are expected to attend all meals, classes and arranged activities and excursions provided.

10.3.2 Any damage to property, equipment or rooms caused by the Pupil will be charged to you. You agree to reimburse the School within 14 days of the cost of damage in these circumstances.

10.3.3 Gratuitous or wilful damage to school property, public property or other pupils' property may result in dismissal from the Course.

10.3.4 Theft or suspected theft of school equipment or another pupil's possessions may result in dismissal from the Course.

10.3.5 Consumption or possession of alcohol by the Pupil (irrespective of age) is strictly forbidden and will result in dismissal from the Course.

10.3.6 Drug-taking or possession of drugs including psychoactive substances (in the UK known as "legal highs") by the Pupil is strictly forbidden and will result in instant dismissal from the Course.

10.3.7 Consumption or possession of tobacco, or any vaping equipment or substance by a Pupil is strictly forbidden and may result in dismissal from the Course.

10.3.8 Racist, homophobic, misogynistic, or any other form of discriminatory or abusive behaviour towards another pupil or member of staff will result in dismissal from the Course.

10.3.9 In the school accommodation, girls and boys may only mix in the designated recreation areas.

10.3.10 If the Pupil leaves their house after lights out, they may be dismissed from the Course.

10.3.11 Personal mobile phones must be turned off during all lessons and scheduled activities.

10.3.12 Haileybury reserves the right to search a Pupil's room if it is suspected they are breaking any of the Course Rules.

11. VISITING A PUPIL

11.1 Due to logistics and to ensure the smooth running of a pre-planned itinerary, Pupils are not permitted to have visitors whilst they are at the Haileybury International Summer School or during trips or excursions.

12. TRAVEL ARRANGEMENTS AND TRANSFERS

12.1 All travel details need to be confirmed in writing including any changes that may occur. You are responsible for the arrangement and cost of all travel to and from the Haileybury International Summer School.

12.2 Haileybury offers transfers from and to Stansted and Heathrow airports. Details of how to book a transfer will be provided during the Course booking process. Transfers from other airports may be arranged but there will be an additional charge for these.

12.3 If you cancel a Transfer within 30 days before the arrival/departure date, you will not receive a refund for this service.

12.4 In cases where a pupil aged 15 or over is arriving and/or departing independently (i.e. without an accompanying person of 18 years of age or older), we must receive a Travel Consent Form or a Visa Letter (if applicable) within seven days before the arrival or departure date. These will be sent upon registration once the application and deposit have been received.

12.5 The School will not be responsible for, nor have any liability for the cost of any additional baggage. It is the Parent's responsibility to ensure that the Pupil complies with airline rules on luggage.

13. INSURANCE

13.1 All pupils attending a Course must have comprehensive travel insurance. It is the Parent's responsibility to ensure this insurance is in place in advance of the Course Start Date.

14. LIABILITY AND CHANGES

14.1 Haileybury has public liability Insurance. Haileybury's liability to you and the Pupil will not exceed the value of the Fees actually paid by you to Haileybury except where such limitation would be considered unfair or unreasonable in law.

14.2 Nothing in these Terms shall operate to exclude any liability of Haileybury for fraud or fraudulent misrepresentation, personal injury or death caused by the negligence of the School or those employed by the School or anything else which Haileybury cannot by law exclude liability for.

14.3 The details of the programme have been published in good faith. We reserve the right to make any changes or alterations to any aspect of the Course, in the event of any factors beyond our control.

15. YOUR PRIVACY AND PERSONAL INFORMATION

15.1 Our Privacy Notice is available on our website. Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our Privacy Notice, which explains what personal information we collect from you and how and why we collect, store, use and share it. Our Privacy Notice sets out your rights in relation to your personal information and how to contact us, or supervisory authorities, if you have a query or complaint about the use of your personal information.

16. COMPLAINTS

16.1 If you have a concern or complaint about the School, please refer to the Summer School Complaints Policy for details of who to contact.

17. GENERAL

17.1 This Contract is between you and Haileybury. Except as expressly set out under these Terms no other person shall have any rights to enforce any of its Terms.

17.2 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

17.3 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you or a Pupil, or if we delay in doing so, that will not mean that we have waived our rights against you or a Pupil and will not mean that you or the Pupil does not have to comply with those obligations.

17.4 Haileybury shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control for example, natural disaster, outbreak of war or terrorist attacks.

18. GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by the laws of England and Wales. Both parties agree to submit to the exclusive jurisdiction of the English courts to determine any dispute in relation to these terms and conditions.