

Nursery & Prep School St Leonards, East Sussex TN37 7PW 01424 751555

enquiries@claremontschool.co.uk . claremontschool.co.uk

## Terms and Conditions

#### Definitions

Claremont Summer School is part of Claremont School; Ebdens Hill, St Leonards on Sea, TN37 7PW. The Course: means the residential and day courses that include English language lessons, sports, activity and excursions.

The Booking: the reservation of a place on the Course.

The Parent or You: means any person who has signed the Registration Form and/or who has accepted responsibility for a student's attendance at Claremont Summer School.

The Student: means the child named on the Registration Form and/or the child who attends Claremont Summer School.

The Deposit: means the amount payable to the School in order to reserve a place. The deposit will be deducted from the balance of fees payable by the Parent.

The Registration Form: means the form provided by the School or its agent for the purpose of booking a place at the School.

#### **1** General Terms and Conditions

1.1 In all cases, these Terms and Conditions apply to the agreement between the School and the Parent and will supersede any terms provided by an agent.

1.2 Enrolment Procedure The Parent understands and agrees that:

1.2.1 They can request a place for their child by sending the School a completed Registration Form and the Deposit of £750 per residential course.

1.2.2 No booking is accepted until the Deposit, or fees in the case of a booking made after May 1st 2025, has been received and confirmation of the place has been given by the School by means of a Confirmation Letter. A legally binding contract between the Parent and the School is formed on these Terms and Conditions, the Registration Form and the Confirmation Letter when the Confirmation Letter is sent to the Parent.

1.2.3 Where the Parent is using an online Registration Form, the Parent will receive a Confirmation Letter by email once the deposit has been received.

1.2.4 We will consider applications from students who are up to one year younger or older than the published age for a course. Any decision to accept an under- or over-age student will be at the entire discretion of Claremont Summer School.

1.2.5 The School will keep a copy of the contract between the School and the Parent.

1.3 Changes to the booking The School agrees that the Parent may request to change the Student's booking and agrees to consider such requests subject to the availability of the relevant option, dates, course or centre. The requested change shall be determined at the sole discretion of the School whose decision shall be final.

1.4 Students may be taken off-site during the Course of the academic, leisure or recreational programme: for example for cultural visits and excursions.

1.5 Changes to the programme The 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 School.

1.6 Personal possessions The Parent understands and agrees that:

1.6.1 On arrival at the School, a Student under 18 shall hand in his/her passport, travel tickets and pocket money for safekeeping by the School.



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1.6.2 The School will allow the Student to withdraw pocket money several times a week from the Centre Office

1.6.3 The School will return the Student's passport, ticket and any balance of pocket money prior to his/her departure.

1.6.4 The Student must not bring valuable possessions to the Summer School. If the Student does bring a valuable item with him/her, the Student is responsible for the security and safe use of that item.

1.6.5 The School is not able to accept responsibility for any lost, stolen or damaged personal possessions brought to the School by the Student.

1.7 Damage: The full cost of repairing any damage caused by the Student to School property or equipment, or to the personal property of another student, will be charged to the Parent. Where a bedroom shared by two or more students is damaged and the School cannot ascertain which student or students 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 agrees that such payments to repair damage caused will be made from the Student's pocket money account. Should funds be insufficient or unavailable, the Parent agrees to make payment in full by credit card.

1.8 Force Majeure/Act of God An event beyond the reasonable control of the School is a Force Majeure Event. Such events include but are not limited to any worldwide event or act of God (such as war, disease outbreak, natural disaster or terrorist attack). The School reserves the right to cancel a course, programme or centre in the case of such an event and the Parent understands that:

1.8.1 If the School is prevented from or 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.

1.8.2 Unless the Parent accepts any offer made by the School pursuant to clause the Parent will receive a full refund of fees paid.

1.9 Minimum number of bookings The Parent understands and agrees that the School 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 will be offered a full refund of fees.

## 2 Health and Welfare

2.1 The Parent is responsible for providing full and accurate details about the Student on the Registration Form.

2.2 The School requires full information about a student's medical, physical, mental and behavioural conditions at the time of registration so that it can assess its ability to provide a safe environment for the Student.

2.3 The Parent 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.

2.4 The Parent agrees that any medicine brought to the School by the Student will be given to the Nurse, Welfare Manager or Centre Manager on arrival. The School shall only accept responsibility for medicines which are licensed in the UK, prescribed by a doctor and which are accompanied by English translation. Such medication shall be properly stored and administered by the Nurse or Welfare Manager, or by any authorised person who is expressly appointed to administer medicines.
2.4.1 Medication will only be accepted and administered if in its original packaging. We do not accept pills that have been transferred to a pillbox for example.



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2.5 The School cannot accept liability or responsibility for a student if the Parent fails to disclose full information about the Student's medical, physical, mental or behavioural conditions.

2.6 The School reserves the right to send a student home with no refund of fees if non-disclosed medical, physical, mental or behavioural conditions make the Student's participation on the Course impossible.

2.7 In case of illness or injury, the Student will see the Nurse or Welfare Manager who will assess his/her condition. In cases of minor illness such as a cold, headache or sore throat, the Nurse, Welfare Manager or any other person expressly authorised by the Director or Head of boarding may issue common, non-prescribed medicines such as Paracetamol, throat lozenges or cough syrup. Only qualified nurses or First Aiders may practise First Aid. 2.7.1 If the Nurse or Welfare Manager considers that a doctor's visit is necessary, an appointment will be made with a local GP.
2.7.2 If the Student requires urgent medical attention, the School's staff will take him/her to the nearest local hospital for immediate care or if necessary, will telephone for an ambulance.
2.8 The Parent authorises the Director 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 Student's welfare and if the Parent cannot be contacted in time.

2.9 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. The Parent agrees that such fees will be paid from the Student's pocket money.

## 3 Payment

3.1 The balance of the Course fee must be paid by the Parent by debit/credit card or bank transfer by **1 May 2025**. We do not accept cash as payment for course fees.

3.2 In all cases where full payment is not received before the Course start date, the School will refuse the Student's entry to the Course and will charge the corresponding cancellation fee (see section 5).3.3 If the Parent books a Course on or after 1 May 2025, the full amount is payable before the Student's place will be confirmed.

3.4 Impromptu Expenses The Parent agrees that the School shall not be obliged to make payments for impromptu expenses (such as doctor's fees) on behalf of the Student or the Parent. Where such payments are required, the Parent agrees for appropriate deductions to be made from the Student's pocket money account. Should funds be insufficient or unavailable, the Parent shall make payment in advance by debit or credit card.

## 4 Cancellations, Refunds and Travel insurance

4.1 If a Parent books without having met a School representative in person, they are entitled to cancel the Course free of charge within 14 days of receiving the School's confirmation letter (Early Cancellation).

4.2 If a Parent decides to cancel the Booking after the period mentioned in clause 4.1, all or part of his/her payment will be forfeited to cover the School's costs as follows:

4.2.1 Before 1 May 2025..... Full refund of all fees paid

4.2.2 After 1 May 2025 and over 44 days before the Course start date. Loss of 50% of full Course Fee

- 4.2.3 30-44 days before the Course start date. Loss of 50% of full Course fee
- 4.2.4 0-29 days before the Course start date. Loss of 100% of full Course fee
- 4.2.5 On or after the Course start date Loss of 100% of full Course fee



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4.3 If The Parent decides to cancel a course due to a force majeure event (see section 1.8), any refund or compensation will be considered by the school depending on the circumstances surrounding the event.

4.4 The School does not offer any refund in cases of homesickness.

4.5 Early departure: If the Parent decides to withdraw the Student from the Summer School, or if the Student withdraws him/ herself 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, except for in exceptional circumstances agreed with the Claremont Summer School head office.

4.6 Travel Insurance: The School does not accept responsibility for any claims arising from a student or third party. Travel insurance is provided for all students attending a Summer School course at no extra cost.

4.7 Making a travel insurance claim: Should the need arise, the Parent understands and agrees that they are responsible for making a travel insurance claim by completing the required paperwork in English and by providing the necessary documentary evidence to support the claim. The Parent agrees that:

4.7.1 The School cannot make claims on behalf of the Parent.

## 5 Visas

5.1 In cases where the Student is required to obtain a visa to study in the UK, a Visa Invitation Letter will be provided by the School. The Parent understands that visas must be applied for immediately upon receipt of the Invitation Letter and that it is the responsibility of the Parent to apply for the appropriate visa.

5.2 If the Parent cancels the contract as a result of a visa application being refused, the School shall refund the full fees paid (less a £100 administration fee) upon receipt of a copy of the original documentation issued by the Entry Clearance Officer. The cancellation charges of clause 4.2 will not apply in these circumstances.

5.3 If a visa has not arrived in advance of the Student's course start date, the School will offer to postpone the course to a later date, subject to availability.

5.4 If the Parent decides to cancel the course due to a delay in the visa the cancellation charges of clause 4.2 will apply.

5.5 Parents are required to send copies of etickets to Claremont school in order to comply with visa legislation.

If a student is found to have the wrong type of visa, he/she will not be admitted on to the programme. In this case, the School will not be obliged to offer the Parent a refund of fees, although cases of genuine hardship may receive special consideration upon written request to Claremont School.

## 6 Liability

The School accepts responsibility for those Course elements under its direct control in cases where the School or its employees are proven to have been negligent. The School cannot accept responsibility for a Student's loss of enjoyment due to travel, strikes, weather, loss or damage to luggage or personal property, personal injury or illness while on the Course, including use of sub-contractors such as transport companies. If the Parent does not wish the Student to partake in any particular activity, they must inform the School in writing at the time of booking. The School can take any fair and reasonable action it considers appropriate should a situation arise which is not covered by these Terms and Conditions.



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## 7 Programme

Students may be taken off-site during the Course of the academic, leisure or recreational programme: for example, for cultural visits and excursions.

#### 8 Programme Changes

The School will always try to provide the Course as represented in its publicity materials, but it reserves the right to alter or cancel any courses, accommodation and other arrangements that are in its control for such reasons as may be reasonable and appropriate to the effective delivery of services by the School. The School reserves the right to cancel a Course in case of an insufficient number of students or staff; in this case, the School will always try to offer a suitable alternative.

#### 9 Airport Transfers

The course confirmation will include a Transfer Service Form which the Parent must complete and return to the School at least one month before the course starts. Upon receipt of the completed form, the School will send the Parent an email confirmation of the flight transfer details. The Parent understands that:

9.1.1 It is the Parents responsibility to check this confirmation carefully and to let the School know of any errors or changes.

9.1.2 The School will not accept responsibility for organising transfers other than those which have been confirmed by the School. The 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 or departure. Public transport such as the train and London Underground may be used on occasions where this method of transport is considered to be more appropriate, efficient or effective.

9.1.4 Transfers between the airport to the Summer School Centre are organised individually or in groups. Sometimes students may be required to wait at the airport for other students arriving on different flights.

9.1.5 Unexpected and unavoidable delays and complications sometimes occur. The School does not accept responsibility for any loss or expense due to delays or changes in public transport beyond its control.

9.1.6 The School shall use its reasonable endeavours to ensure that 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 School shall have no liability for any direct or indirect loss or expense that is incurred by Students or Parents if a Student misses a flight or a train. Nothing in this clause shall exclude or restrict the School's liability for death or personal injury arising from its own negligence, or for fraud.

9.1.7 The Student is liable for any excess baggage and UM (Unaccompanied Minor) charges. There is no reduction in fees if the Student does not require a transfer service. Should a late transfer be requested or transfer details changed within 7 days of arrival or departure, a Late Transfer Arrangement Fee of £100 will be payable. No changes are accepted within 48 hours of the arrival or departure transfer.

9.1.8 On departure, if a flight/train is cancelled and the Student is required to stay at or return to the centre, the charges per night will be payable by the Parent. A free return transfer to any airport/train station included in the course fees will be offered.



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## 10 Incompatibility & School Rules

10.1 The School reserves the right to exclude or refuse any Student at any time prior to or during an academic, leisure or cultural activity or entire Course if, in its opinion, the Student is not compatible with the general enjoyment and well-being of other students or the satisfactory administration of the activity or Course. In this case, no refund will be offered.

10.2 All Students are subject to the Course rules as laid out in the School's Behaviour Policy. Any breach of rules may result in students being sent home at their own expense and with no refund of Course fees.

10.3 Code of Conduct will be shared with all students and discussed during the keeping in touch meetings.

## **11 Complaints**

11.1 For all matters in which you consider there is cause for a complaint, it is usually best to address it to the person most able to resolve it e.g the Director of Summer school. gavin.bunker@claremontschool.co.uk

The school will acknowledge your complaint within 2 working days and highlight the steps that will be taken in order to achieve a positive resolution. This will include reference to the personnel involved. The school will seek to provide you with a resolution within 10 working days of the complaint being received. This process allows the complaint to be considered initially on an informal basis. If you are not satisfied with the response in Stage 1, you may escalate the complaint to Stage 2. Stage 1 concerns can be raised, and referred to stage 2 up to three months after the date of the incident causing concern.

## 1. Stage 2- Formal Resolutions

11.2 If you are not satisfied with the outcome of your complaint in Stage 1 and wish to take the matter further, you should contact the Principal. Please be aware of the following points when taking your complaint to Stage 2:

- Under 18 students must get their parents to submit a formal complaint (Stage 2 and Stage 3) on their behalf, unless there are exceptional circumstances preventing this;
- You must be dissatisfied with the response you have received in Stage 1;
- You must make your complaint in writing and stipulate that it is a 'Formal Complaint' escalating from Stage 1 to Stage 2;
- You may ask a friend, relative or agent to help you with your communication or make it on your behalf;
- Where a complaint is found to be justified, remedial action will be taken.

## For both the Nursery, Prep and Senior school:



Nursery & Prep School St Leonards, East Sussex TN37 7PW 01424 751555

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Ed Dickie, The Principal, c/o Claremont School Ebdens Hill, St Leonards-on-Sea, TN37 7WP <u>Office@claremontschool.co.uk</u>

The Principal will acknowledge your complaint within 5 working days. The Principal will then provide you with a final response within 15 working days of the complaint being received. The response will explain the decision, the reasons for the decision and action taken or proposed.

This process allows the complaint to be considered formally by the Principal. If you are not satisfied with the response in Stage 2, you may escalate the complaint to Stage 3.

The Principal may delegate the responsibility to investigate the complaint to an appropriately qualified member of staff.

# 2. Complaints raised about the Principal

11.3 Formal complaints about the Principal can be sent to the Regional Managing Director of the International Schools Partnership.

By emailing Bmansukhani@ispschools.com , FAO Regional Managing Director

The Regional Managing Director may deal with the Stage 2 complaint in the same manner as described for other complaints, or may recuse themselves at this stage and pass the complaint to another member of the regional team to be addressed in the first instance, so that they are then free to sit on the Panel in Stage 3 if required.

## 12 Disclaimer

12.1 The weekly fee is inclusive of VAT (20% at the time of going to print).

12.2 The School guarantees not to increase its Course fees published and committed for the year unless there is an increase in VAT, in which case the increase shall only cover this additional tax.12.3 The details and information provided in the School's publicity materials are published in good faith.

12.4 The School's brochure is the responsibility of Claremont Summer School. It is not issued on behalf of any of the host schools and external venues used by the School.

## **13 Data Protection**

13.1 The School holds information about the Parent and Student including contact details, financial information, medical information and safeguarding information. This information can be kept in hard copy and/or electronically.

13.2 The School may process photographic and video images of the Student for School publications, on the School website or on the School's social media channels in accordance with the School's policy.

13.3 The School may share information with certain third parties for example agents/travel agencies, transport providers and sports coaches.

13.4 Further information about how we protect your data can be found in the Privacy Notice on the School website.



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13.5 If you have any questions on how the School uses data or would like to make a Data Subject Access Request, please contact office@claremontschool.co.uk.

#### 14 Governing Law

14.1 These Terms and Conditions form the basis of any contract between the School and the Parent/Guardian or agent. The contract is provided in English, and is subject exclusively to the laws and courts of England and Wales.