



**Warwick School**

Myton Road

Warwick

CV34 6PP

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## Warwick Independent Schools

### Terms & Conditions of Enrolment for Holiday Courses ONLY

#### 1 Terminology

- 1.1 **The School:** means Warwick Independent Schools Foundation of Myton Road, Warwick, CV34 6PP, trading as trading as Warwick School (the "School") as now or in the future constituted (and any successor). Warwick Independent Schools Foundation is constituted as a charitable company limited by guarantee, registered with charity number 1088057 and with company number 4252305. The School is registered with VAT number 273268641.
- 1.2 **The Parent or You:** means any person who has signed the Booking Form and/or who has accepted responsibility for a child's attendance at this School.
- 1.3 **Student:** means the child named on the Booking Form and/or the child who attends the School.
- 1.4 **The Booking Form:** means the Booking Form provided by the School or its agent for the purpose of booking a place for the Student at the School.

#### 2 Enrolment

- 2.1 **Enrolment procedure:** The Parent understands and agrees that:
  - 2.1.1 They can request a place for the Student by sending the School a completed Booking Form setting out the activities requested, together with payment of the full amount shown for those activities.
  - 2.1.2 No booking is accepted until payment has been received and confirmation of the place has been given by the School by means of a confirmation email. A legally binding contract between the Parent and the School is formed on these Terms and Conditions, the Booking Form and the confirmation email when the confirmation email is sent to the Parent.
  - 2.1.3 The Student will not be permitted to attend the School until all fees are paid in full as cleared funds to the School. 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.
- 2.2 **Childcare vouchers:** if the Parent wishes to pay with childcare vouchers they should do so to a certain nominated account available on request.

2.3 **Refunds:** If the booking is not confirmed or is cancelled by the School prior to commencement of the relevant activities, the School will give a full refund. All refunds will be made by the same method as the original means of payment.

2.4 **Changes to the programme:** The School reserves the right to make changes to the programme of activities at any time and for such reasons as may be reasonable and appropriate to the effective delivery of services by the School.

### **3 Early cancellation and insurance**

3.1 **Early cancellation:** If the Parent decides to withdraw the Student from the School, or if the Student withdraws him/herself prior to the departure date shown on the Booking Form, they may do so on the understanding that no refund of fees paid will be made, save in exceptional circumstances. Exceptional circumstances include but are not limited to:

(a) 3.1.1.1 A serious breach of these Terms and Conditions by the School

(b) 3.1.1.2 Cases of serious illness, supported by a doctor's note.

3.2 Any refund is given at the sole discretion of the School and clause 2.3 above shall apply.

3.3 **Early cancellation:**

3.3.1 Where the contract between the Parent and the School is concluded solely via distance communication (that is, other than by a face-to-face meeting between the Parent and a School representative or agent):

(a) the Parent may cancel the contract free of charge within 14 days of their receipt of the confirmation email (counting from the day after the day on which the Parent receives the confirmation email) ("Early Cancellation");

(b) where a Parent requires Early Cancellation, the School shall refund in full any payment it receives from the Parent in respect of the contract; and

(c) if the Parent cancels the contract during the Early Cancellation period, the School shall not be obliged to refund any amounts in respect of days, or part days, on which the Student has attended the School prior to cancellation.

3.4 **Insurance:** The School does not accept responsibility for any claims arising from a student or third party.

## **4 General terms**

4.1 **Promotional materials:** The School uses photographs in promotional materials such as the brochure and website. If the Parent does not wish the Student's photograph to appear in such material, they must inform the School in writing before any such material is published.

- 4.2 **Personal possessions:** The Parent understands and agrees that:
- 4.2.1 The Student must not bring valuable possessions to the 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.
  - 4.2.2 The School does not accept responsibility for any lost, stolen or damaged personal possessions brought to the School by the Student.
- 4.3 **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.
- 4.4 **Force Majeure:** An event beyond the reasonable control of the parties to this agreement is a "Force Majeure Event". Such events include but are not limited to any act of God (such as war, disease outbreak, terrorist attack, flood, fire or other natural disaster). The School reserves the right to cancel a course or programme in the case of such an event and the Parent understands that:
- 4.4.1 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.
  - 4.4.2 The School may, at its option, give the Parent the option of the Student attending a different School course or programme at the same or another location as an alternative to cancelling the course or programme. The Parent will be under no obligation, however, to accept the Student's attendance at a different School course or programme.
- 4.5 **Liability and disclaimer:** The Parent understands and agrees that:
- 4.5.1 The Parent acknowledges that the activities run by the School involve an element of high risk or adventure activity including contact and non-contact sports, and the Parent consent to the Student taking part in such activities. The Parents acknowledge that while the School will provide appropriate supervision the risk of injury cannot be eliminated.
  - 4.5.2 All organised sports, activities, clubs, events, trips and excursions have been risk-assessed by School staff and are considered to meet Health & Safety requirements. The School does not accept responsibility for accidents or sports injuries, except in cases where its staff have been found to be negligent.
  - 4.5.3 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.
  - 4.5.4 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.
- 4.6 **Conduct and attendance:** The Parent warrants that the Student will be courteous, well mannered, well behaved and will comply with the School rules. The Parent accepts the authority of the Course Director and of other members of staff on the Course Director behalf to take all reasonable disciplinary or preventative action necessary to safeguard and promote the welfare of the Student and the School

community as a whole. The School's disciplinary policy applies to all Students when they are on School premises, or in the care of the School.

- 4.7 **Removal:** The Parent may be required to remove the Student from the School if the Course Director, acting reasonably, is of the opinion that the Student's conduct or behaviour is disruptive, abusive, bullying or is otherwise prejudicial to the well-being of other students of the School or its staff, or if the Parents have treated the School or members of its staff unreasonably. If the School requires the Student's removal, there will be no refund of any fees paid.
- 4.8 **Equipment:** It is the responsibility of the Parent to ensure that Students bring a packed lunch, drinks and clothing suitable for the weather and the proposed activity.

## 5 Health and Welfare

- 5.1 **Transport:** The Parent consents to the Student, where reasonably necessary, travelling by any form of public transport and / or in a motor vehicle driven by a responsible adult who is duly licensed and insured to drive a vehicle of that type.
- 5.2 **Student's health:** The Parent warrants that the Student is in good physical and mental health and is not taking part in the activities he or she is enrolled for against the advice of any doctor or qualified healthcare professional. The Parent agrees to inform the School when completing the Booking Form if the Student suffers from any social or behavioural problem, medical condition, disability or allergy.
- 5.3 **Medication:** The Parent agrees that any medicine brought to the School by the Student will be given to the Course Director 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 any authorized person who is expressly appointed to administer medicines by the Course director.
- 5.4 **Emergency medical treatment:** The Parent authorises the Course Director 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.
- 5.5 **Physical contact:** The Parent consents to such physical contact with the Student:
- 5.5.1 as may accord with good practice; or
  - 5.5.2 for providing comfort to the Student in distress; or
  - 5.5.3 to maintain safety and good order; or
  - 5.5.4 in connection with the Student's health and welfare.

## 6 Dealing with problems

- 6.1 **Complaints:** The Parent understands and agrees that:
- 6.1.1 If they are not happy with any aspect of School service, they must let the Course Director know so that they have the opportunity to investigate and rectify the situation.

6.1.2 If the Student has a problem, he/she shall speak to the School staff straightaway in order for them to deal with the problem.

6.1.3 If the problem is not resolved, they may contact the School who will nominate a representative to investigate the matter. Every reasonable complaint received by the School will receive fair and proper consideration and a timely response.

## **7 Data Protection**

7.1 **Data protection:** By agreeing to be bound by these Terms and Conditions, the Parent, on behalf of themselves and so far as they are able, on behalf of the Student, authorises the School to process personal information including financial and sensitive personal information as is deemed necessary for the legitimate purposes of the School. See also the School's *Data protection information notes* as set out in Schedule 1.

## **8 General contractual matters**

8.1 **Consumer protection:** Care has been taken to use plain language and to give clear explanations in these terms and conditions. If any words alone or in combination infringe the Unfair Terms in Consumer Contracts Regulations 1999 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.

8.2 **Representations:** The School's prospectus and website describe the broad principles on which the School is operated and gives an indication of its history and ethos. Although believed correct at the time of publication, the prospectus and website are not part of any agreement between the Parents and the School. If the Parent wishes to place specific reliance on a matter contained in the prospectus, website, or on a statement made by a member of staff they should seek written confirmation of that matter from the Principal.

8.3 **Third party rights:** Only the School and the Parent(s) are parties to this contract. Neither the Student nor any third party is a party to this contract and shall not have any rights to enforce any term of it.

8.4 **Interpretation:** These terms and conditions supersede any 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.

8.5 **Jurisdiction:** This contract 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.

## Schedule 1 Data protection information notes

- 1 The Foundation holds information about you and/or the Student including parent and guardian contact details, financial information and details of medical conditions. This information is kept electronically on the School's information management system or manually in indexed filing systems.
- 2 These notes refer to the **processing** of information. Processing is a catch-all term and means obtaining or recording information or carrying out any operation on the information such as storing or using the information or passing it on to third parties.
- 3 The School processes information about you and/or the Student in order to safeguard and promote the Student's welfare, promote the objects and interests of the School, facilitate the efficient operation of the School and ensure that all relevant legal obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which the Student may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and/or processing financial information obtained from you or from third parties such as credit reference agencies.
- 4 The School may process different types of information about your child for the purposes set out above. That information may include:
  - 4.1 medical records and information, including details of any illnesses, allergies or other medical conditions suffered by your child;
  - 4.2 personal details such as home address, date of birth and next of kin;
  - 4.3 financial information including information about the payment of fees.
- 5 Where in the professional opinion of the Principal it is deemed necessary we may share information with certain third parties.