



# TERMS AND CONDITIONS

The Company (“**the company**”) is operated by Varsity Language Schools Ltd, a company registered in England (Company No. 08047260) and whose principal place of business is Compass House, Farmoor Court, Farmoor, Oxford OX2 9LU.

## WITHIN THIS DOCUMENT

Section 1: Residential Programme Terms and Conditions

Section 2: Day Camp Programme Terms and Conditions

## DEFINITIONS

“**Terms**” means these terms and conditions set out in this document.

“**Student**” means the person who will be attending the programme.

“**Arrival Date**” means the start date of the booking

“**Departure Date**” means the end date of the booking

“**Fees**” means the amount due or paid by the Parent/Guardian in relation to the Students place on a specific Programme.

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

“**Booking Reference Number**” means the unique number assigned to a booking

“**UAC Collection Number**” means the unique number sent to the Parent/Guardian which is required when picking the Student up from a Day Camp.

“**Visa Support Letter**” means the letter sent to a Parent/Guardian when booking a residential Programme for a Student who resides in a country requiring a Visa to enter the UK.

“**Programme**” means the educational summer camp programme as named in the confirmation email.

“**Programme Rules**” means the programme rules set out in clause 8.

“**Programme Start Date**” means the first day the programme opens.

“**Programme Finishing Date**” means the last day the programme is open.

“**Deposit**” means the sum of £200 per child per week paid to secure a residential booking.

“**Residential Balance Due Date**” means 17th May 2020.

“**Varsity Agent Partner**” means an agent who has the authority to book places on Programmes under these Terms on behalf of a client.

“**Parent/Guardian**” means the person making the booking on behalf of the Student and with whom the legal contract is formed. This can be the legal parent or guardian of the Student or the Varsity Agent Partner working on behalf of the Student’s legal parent or guardian.

## SECTION 1 – RESIDENTIAL TERMS AND CONDITIONS

### Residential Bookings

Students, and their Parent/Guardian, are bound by the following Terms upon making a residential booking with the Company.

#### 1. Booking

- 1.1. All booking must be made by the Parent/Guardian of the Student being booked onto the Programme.
- 1.2. All refunds for a cancellation made by the Company or the Parent/Guardian are subject to the Cancellation terms outlined in clause 3.
- 1.3. A booking is made by completion of the online booking form.
- 1.4. A Student’s place on a Programme is only confirmed when the Deposit has been received and confirmed by the Company by email.



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- 1.5. The Company reserves the right to accept a booking if the Student's birthday falls within 12 months of the advertised age range and it is felt by the Company and the Parent/Guardian, that the programme in question would be suitable for the Student.
- 1.6. The Company accepts and declines bookings at its absolute discretion.
- 1.7. It is the Parent/Guardian responsibility to check that details within these Terms and the details entered onto the booking form are complete and accurate. Any mistakes within the Terms or the booking form must be notified to the Company and any changes agreed in writing.
- 1.8. The Company will endeavour to meet requests regarding accommodation where they have been expressed. Unless explicitly specified as a condition for booking in writing, it will ultimately be at the discretion of the Company to accept these requests. Accommodation arrangements are made in the interests of mixing students from various nationalities to maximise English as the common-spoken language.
- 1.9. Parents/Guardians must wait to receive Confirmation of the booking from the Company before making any travel arrangements. The Company cannot be held responsible for any incorrect travel or accommodation costs incurred if booked prior to the Confirmation being sent.

## 2. Deposit, Programme Fees and Payment

- 2.1. The Fees payable for each Programme are published on the Company's website and may vary from time to time. Once a booking has been accepted, Deposit or full Fee paid and a confirmation sent, no variation of these Terms shall be effective unless in writing and agreed by the Company.
- 2.2. When paying the Deposit and Fees the Parent/Guardian must state the Booking Reference Number stated on the invoice attached to the Booking Acknowledgement Email. Failure to state the Booking Reference Number may delay confirmation of the booking whilst the payment is matched to the booking.
- 2.3. Fees and Deposit are payable in British pounds (**GBP**).
- 2.4. The Deposit must be paid within 48 hours of receiving the Booking Acknowledgement Email. Failure to pay the Deposit within this time scale may result in the cancellation of the booking and loss of the place.
- 2.5. The balance of Fees must be paid to the Company on or before the Residential Balance Due Date.
- 2.6. Any booking made after the Residential Balance Due Date must be paid in full within 48 hours of receiving the Booking Acknowledgement Email. Failure to pay the Fee within this time scale may result in the cancellation of the booking and loss of the place.
- 2.7. No Fee payment should be made to the Company until the Parent/Guardian has received the invoice which will be attached to the Booking Acknowledgement Email.
- 2.8. If for any reason the Company cancels or reject a booking, a refund of any Fees paid will be made within 14 days of cancellation or rejecting of the booking.
- 2.9. If the Fees are not paid in accordance with these Terms, the Student will not be entitled to start the programme and the booking may be cancelled.
- 2.10. Fees can be paid online via the Company's Flywire payment platform. This is the Company's recommended payment method and can accept credit card, debit card or local bank transfers. Payment can also be made via direct bank transfer to the Company's UK bank account, details of which are available on the invoice. If making a direct bank transfer, please be aware that the Company will look to recover (from the Parent/Guardian) any short payments due to currency exchange or banking fees prior to the Student's Arrival Date. Using Flywire avoids the risk of any short payments.

## 3. Cancellation Policy

- 3.1. Cancellation can only be made in writing by email (to [info@varsityinternational.co.uk](mailto:info@varsityinternational.co.uk)) or by post (to Varsity International, Compass House, Farmoor Court, Farmoor, Oxford OX2 9LU) in legible English



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and it is the responsibility of the Parent/Guardian to confirm that the Company has received the correspondence.

- 3.2. Cancellation will be effective from the date it is received by the Company.
- 3.3. Cancellation on or before 1<sup>st</sup> June 2020 - there will be a refund of all Fees paid, minus the Deposit per Student.
- 3.4. Cancellation between 2<sup>nd</sup> June 2020 and 30 days prior to the Arrival Date – there will be a refund of all the Fees minus the Deposit and minus a £100 administration fee per Student per week.
- 3.5. Cancellation within 30 days of the Arrival Date - there will be no refund, except in the case of valid visa refusal (see details below) or at the sole discretion of the Company. This is due to the Company having arranged aspects of the Programme such as staffing, transport, airport transfers and accommodation for that Student in advance of their Arrival Date.
- 3.6. Where a booking is amended less than 30 days prior to or after the Arrival Date, there will be no refund for any missed elements of the Programme and there may be a further charge for the additional items.
- 3.7. Cancellation after the Arrival Date – there will be no refund.
- 3.8. Notwithstanding the above, we may cancel a Programme no later than 10 Business Days before the Programme Start Date if there is low demand – in this case the Parent/Guardian will receive a refund of any Fees that have been paid. The Company may also cancel a booking if an event outside its control prevents the delivery of a Programme. In this case the Parent/Guardian will receive a refund of any Fees paid.

#### **4. Visa Support & Visa Refusal**

- 4.1. It is the Parent/Guardian responsibility to apply for any necessary visas that the Students requires to enter the UK. Furthermore, it is the Parent/Guardian responsibility to determine how far in advance the application for a visa must be submitted to allow enough time to obtain it, considering any delays caused by the issuing visa office. The Company strongly recommend applying for a visa as soon as possible.
- 4.2. Should the Student require a visa to travel to the UK, the Company will issue a Visa Support Letter for a Short Term Study (Child) visa application upon payment of the Deposit or full Fee.
- 4.3. The Company requires a copy of the Student's passport and visa prior to the Arrival Date. The Company reserve the right to cancel a booking if a copy of the visa and/or passport has not been received at least 30 days before the Arrival Date.
- 4.4. Where a booking is made after the Residential Balance Due Date, the Company will only issue a Visa Support Letter once the full Fees have been paid and received.
- 4.5. If the Short Term Study (Child) visa application is refused and the application was submitted on time and without mistakes - the Parent/Guardian must inform the Company as soon as possible. If the Company is notified 14 days or more before the Student's Arrival Date and the Parent/Guardian can provide the Company with a valid visa refusal letter then a full refund of any Fees paid will be issued, less a £100 administration fee.
- 4.6. If the Student has not received their visa due to Embassy delays the Parent/Guardian must inform the Company 14 days prior to the Student's Arrival Date. If the Parent/Guardian can provide the Company with supporting evidence to show the delay, the Company will offer a full refund of any Fees paid, less a £100 administration fee. The Parent/Guardian can also request to defer the Student's place to the following year, which may be accepted only at the discretion of the Company. If accepted the Company will keep all Fees paid and hold it in credit for the following year.
- 4.7. The Company will not offer a refund for a visa refusal or for a delay in the visa application where one or more of the following is true:



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- 4.7.1. the visa application was made without enough time prior to the Student Arrival Date to allow for the length of application time as indicated by UK Visas and Immigration (UKVI);
  - 4.7.2. all necessary documentation was not provided as indicated by UK Visas and Immigration (UKVI);
  - 4.7.3. the Parent/Guardian cannot demonstrate that all necessary steps were taken to obtain the correct visa and that the application form submitted for the visa was correct and free of material mistakes;
  - 4.7.4. the Parent/Guardian did not notify the Company that the Student had not received their visa in the time frame required.
- 4.8. No refund will be offered if the Parent/Guardian fails to inform the Company within the time frames stated in clauses 4.5 and 4.6 or if the Student does not attend the Programme due to visa issues.
- 4.9. If the Student receives the visa after their planned Arrival Date and still wishes to attend then the Parent/Guardian must contact the Company to see if a space can be found for them on the Programme. A place is not guaranteed.

### 5. Third Party Services

- 5.1. All accommodation, campuses, cleaning and meals are provided by third party providers which are hired in advance of the Programme Start Date. The Company will use all reasonable endeavours to ensure that the facilities are suitable for the Programme and Students however the provision of the above are ultimately out of the Company control and the Company can give no guarantee as to the performance of the third parties.
- 5.2. Feedback on the facilities or meals provided must be given to the Company before the Programme Finish Date. Upon receiving the feedback, the Company will endeavour to work with the third party provider to address any shortcomings.

### 6. Arrivals, Departures & Transfers

- 6.1. Students should arrive on their Arrival Date and depart on the Departure Date as stipulated in the confirmation.
- 6.2. Student may arrive on site from
- 6.3. The Parent/Guardian can book the Company's transfer service which is offered from/to Heathrow or Gatwick airport. It is the Parent/Guardian's responsibility to book flights that land/take off between 10:00 and 19:00 GMT. Any transfers for flights booked outside of these times may incur additional charges.
- 6.4. The Company can transfer Students who are arriving/departing from a different airport or outside the stated times however these are offered under a bespoke pricing structure and is only available on request.
- 6.5. All travel details must be confirmed in writing to the Company 7 or more days prior to the Student's Arrival or Departure Date. Failure of the Parent/Guardian to provide the Company with these details and within this timeframe may mean the additional costs are incurred by the Parent/Guardian.
- 6.6. Changes to travel details within 7 days of a Student's Arrival or Departure dates must be confirmed in writing to the Company as soon as they are known. Changes at this late stage may mean additional costs are incurred by the Parent/Guardian.
- 6.7. The cost of excess baggage is entirely the responsibility of the Student and the Company will not pay this charge under any circumstances. Please check the airline's policy before travelling.
- 6.8. The deadline for booking a transfer is the 1st July 2020. Unfortunately, a transfer may not be guaranteed after this date.
- 6.9. There is no refund available if the Parent/Guardian cancels the transfer service provided by the Company within 7 days of the Students Arrival or Departure date.

### 7. Student's Responsibilities

- 7.1. When booking a Programme the Parent/Guardian confirms the Student will:



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- 7.1.1. behave in a reasonable manner and to treat all persons and property with respect and not cause any damage to any person or property
- 7.1.2. fully indemnify the Company against any loss or damage to the premises, furniture or other property of the campuses as a result of their actions
- 7.1.3. not smoke or vape during their time on the Programme or buy any paraphernalia associated to these acts. Cothill House School is a no-smoking site
- 7.1.4. not commit any act that breaches the criminal law or infringes the civil rights of any person under the laws of England, or any other jurisdiction within the United Kingdom
- 7.1.5. follow all instructions given by staff members
- 7.1.6. comply with all health and safety rules and all Programme Rules (as set out below).
- 7.2. The Parent/Guardian agrees and confirms that they have informed the Student of their responsibilities under this Contract. The Parent/Guardian further agrees to take responsibility for the Student fulfilling their responsibilities and following the Programme Rules.
- 7.3. The Parent/Guardian accepts and understands that failure of the Student to fulfil their responsibilities or act within the Programme Rules may result in exclusion from the Programme. The Parent/Guardian also accepts that if an exclusion takes place, they will need to arrange for the Student to depart prior to their Departure Date and cover all cost associated with this.

### 8. Programme Rules

- 8.1. Classroom Code of Conduct – The Company’s aim is for each Student’s English to improve as much as possible while they are with us. The Classroom Code of Conduct below sets out the Company’s expectations of Students whilst in the classroom. This only applies to those who are completing the English and Integrated Activity Programme.
  - 8.1.1. Only speak English in the classroom.
  - 8.1.2. Always try your best.
  - 8.1.3. Respect the Teacher and your classmates.
  - 8.1.4. Pay attention and participate fully in the lesson.
  - 8.1.5. Conduct yourself in a sensible, mature manner.
  - 8.1.6. Make sure you bring everything you need e.g. workbook, pens etc.
  - 8.1.7. Make sure you bring your water bottle.
  - 8.1.8. If you need to leave the classroom during the lesson you must ask the teacher first.
  - 8.1.9. If you feel the lessons are too easy or too difficult then speak to the teacher as soon as possible.
- 8.2. Camp Rules – The Company expects that all Students will have a brilliant summer. The Student is always expected to make every effort to show respect to fellow students and staff. The Camp Rules outlined below are designed to ensure that all the students and staff enjoy their summer free from any unpleasant, intimidating or aggressive behaviour and in safety. The Company will follow its Behaviour Policy when dealing with any breach of the rules set out below (not exhaustive) and apply sanctions in relation to the severity or frequency of the Student’s negative behaviour. Students must;
  - 8.2.1. attend all meals, classes and arranged activities and excursions provided and not be absent without prior permission
  - 8.2.2. not wilfully damage property, equipment or rooms. Any such damage will be charged to the Parent/Guardian
  - 8.2.3. not steal
  - 8.2.4. not consume or be in possession of cigarettes, vape items, alcohol or illegal recreational drug including psychoactive substances (in the UK formally known as legal highs)
  - 8.2.5. not display or be reported to have displayed racist or intimidating behaviour towards another student or member of staff
  - 8.2.6. not enter the accommodation of the opposite gender - girls and boys may only mix in the designated recreation areas



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- 8.2.7. not attempt to leave the School site without authorisation
- 8.2.8. not hide or attempts to conceal their personal mobile phone for use outside designated times
- 8.2.9. not breaks the law
- 8.2.10. not be physically violent to another Student, staff member or member of the public
- 8.2.11. always follow any rules or regulations set out verbally by staff or within the Company's policy and procedures

8.3. Behaviour Policy – The Company will encourage an atmosphere of positive behaviour among students and staff, and by implementing its Positive Behaviour Procedure (found within the Student Welcome Pack) and having a clear Negative Behaviour Procedure to effectively deal with poor behaviour. We have 5 levels of sanction that may be used if a student shows negative behaviour.

8.3.1. **Verbal Reminder of Camp Rules** - If a Student is displaying unwanted behaviour that is not considered to be dangerous or purposely rude, a member of staff will remind the Student of the accepted behaviour and camp rules, as outlined to them in the welcome talk.

8.3.2. **Informal Chat** - Staff member will take the Student aside and explain why their behaviour is not acceptable, referring to the Varsity Values. Staff will encourage the Student to decide what could be done to improve their behaviour and guide them where necessary.

8.3.3. **Time Out** - If the negative behaviour continues, the Student will be given a time out, where staff again explain the reason for the time out, and how long the time out will last (no longer than five minutes). Student is encouraged to relax and reflect on why their behaviour is unacceptable and encouraged to return in a more positive manner with a "clean slate". Staff will inform the Camp Manager of any time outs, so that the Camp Manager can keep track of any repeat behaviour.

8.3.4. **Temporary Exclusion** - If there is not a significant improvement in the Student's behaviour or if the initial behaviour is of a severe nature, the Student will be excluded from camp for a morning or afternoon – spending time in the camp office with the Camp Manager or senior staff. This is a decision that will be made jointly between the Camp Manager and Managing Director and will not be taken lightly. It is recognised that a disruptive student can have a negative effect on the positive experience of others. The Parent/Guardian will be informed so they are aware that the Student's behaviour is not acceptable, and that improvement is needed for them to remain on their Programme. This is also a good opportunity for the Parent/Guardian to reinforce the behaviour that is acceptable via a telephone or skype conversation.

8.3.5. **Exclusion** - If a significant improvement in the Student's behaviour is not seen on their return to camp or if the initial behaviour is of a severe nature, the Camp Manager and Managing Director will take the decision to exclude the Student from the camp permanently. The Parent/Guardian will be informed of the decision and requested to arrange the Student's departure as soon as possible. Any costs associated to the Student leaving prior to their planned Departure Date are the responsibility of the Parent/Guardian.

### 9. Promotional Materials

- 9.1. Photos, videos and other marketing material will be gathered during the summer. The Parent/Guardian will be asked to give permission for the Company to gather this material which may include within, but not limited to, brochures, posters, newsletters, social media and marketing campaigns.
- 9.2. The Parent/Guardian can give permission by filling in the relevant section of the booking form at the time of booking. Without this permission we will not take any photos or video of the Student. Permission can be revoked at any time by emailing the request to [info@varsityinternational.co.uk](mailto:info@varsityinternational.co.uk).

### 10. Medical Issues

- 10.1. It is the duty of the Parent/Guardian to provide the Company with information regarding any medical needs of the Student before the Arrival Date, in writing.



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- 10.2. The Company is unable to provide trained staff for the administration of injections, or the application of creams, ointments or other prescribed medicines. If the Student needs any medicines, they must be able to administer it themselves.
- 10.3. Any medication the Student brings with them must be handed to the Camp Management Team for safe storage. The Company discourages the storage of medication in the Student's bedroom however if this is required then the Student must notify the Camp Management Team that this is the case.
- 10.4. Refrigeration facilities are provided for medication.
- 10.5. The Company can administer 'over the counter' medication to the Student providing the Parent/Guardian has given permission during the booking process.

## 11. Visiting a Student

- 11.1. Parents and friends are welcome to visit the Student at our Venue. 24 hours' notice must be given in writing by the Parent/Guardian to the Camp Manager at [info@varsityinternational.co.uk](mailto:info@varsityinternational.co.uk), prior to any visit to the school venue. If the Student is to be taken out of the school or out of the care and responsibility of our staff, the Parent/Guardian must provide written permission prior to it occurring.

## 12. Travel Insurance

- 12.1. All Students attending are covered under the Company's Travel Insurance Policy. The Student will automatically be included on the insurance policy from the date their booking is confirmed. A copy of the Policy will be provided on confirmation of the booking.

## 13. Limitation of Liability

- 13.1. The Company shall not be liable to the Student or Parent/Guardian for any damages, loss, costs, expenses claims, or proceedings howsoever arising and whether actual or contingency except for death or personal injury resulting from negligence of the Company, its employees, agents, consultants, subcontractors or suppliers whilst acting within the scope of, or in the course of their employment, or contract with the Company.

## 14. Your Privacy and Personal Information

- 14.1. The Company's Privacy Policy is available at <https://www.varsityinternational.co.uk/privacy-policy/>. Any personal information that the Parent/Guardian provides to the Company will be dealt with in line with the Privacy Policy.

## 15. Complaints

- 15.1. If our residential Programme or services have not met expectation please raise this by contacting us at [info@varsityinternational.co.uk](mailto:info@varsityinternational.co.uk).
- 15.2. If the Company is unable to resolve your complaint please refer it to our regulator – the British Accreditation Council (BAC). BAC has a formal student complaints procedure for all our accredited providers. For more information see <https://www.the-bac.org/bac-complaints-procedure/>.

## 16. General Terms

- 16.1. This Contract is between the Parent/Guardian and the Company. Except as expressly set out under these Terms no other person shall have any rights to enforce any of its Terms.
- 16.2. 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.
- 16.3. If the Company fails to insist that the Parent/Guardian perform any of the obligations under these Terms, or if the Company does not enforce its rights or delays in doing so, that will not mean that it has waived its rights. Furthermore, it will not mean that the Parent/Guardian or the Student does not have to comply with those obligations.
- 16.4. The Company 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



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events, circumstances or causes beyond its reasonable control for example, natural disaster, outbreak of war or terrorist attacks.

## 17. GOVERNING LAW AND JURISDICTION

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

## Section 2: Day Camp Programme Terms and Conditions

### Day Camps Bookings

Students, and their Parent/Guardian, are bound by the following terms and conditions upon making a day camp booking with the Company.

#### 1. Booking

- 1.1. All booking must be made by the Parent/Guardian of the Student being booked onto the programme.
- 1.2. All refunds for a cancellation made by the Company or the Parent/Guardian are subject to the Cancellation terms outlined in clause 3.
- 1.3. A booking is made by completion of the online booking form.
- 1.4. A Student's place on a Programme is only confirmed when the full Fee has been received and confirmed by the Company by email.
- 1.5. The Company accepts and declines bookings at its absolute discretion.
- 1.6. It is the Parent/Guardian responsibility to check that details within these Terms and the details entered onto the booking form are complete and accurate. Any mistakes within the Terms or the booking form must be notified to the Company and any changes agreed in writing.
- 1.7. Parents/Guardians must wait to receive confirmation of the booking from the Company before making any travel arrangements. The Company cannot be held responsible for any incorrect travel or accommodation costs incurred if booked prior to the confirmation being sent.

#### 2. Programme Fees and Payments

- 2.1. The Fees payable for each Programme are published on the Company's website and may vary from time to time. Once a booking has been accepted the full Fee paid and a confirmation sent, no variation of these Terms shall be effective unless in writing and agreed by the Company.
- 2.2. When paying the Fees the Parent/Guardian must state the Booking Reference Number stated on the invoice attached to the Booking Acknowledgement Email. Failure to state the Booking Reference Number may delay confirmation of the booking whilst the payment is matched to the booking.
- 2.3. Fees are payable in British pounds (**GBP**).
- 2.4. The Fees must be paid to the Company within 48 hours of receiving the Booking Acknowledgement Email. Failure to pay the Fee within this time scale may result in the cancellation of the booking and loss of the place.
- 2.5. No Fee payment should be made to the Company until the Parent/Guardian has received the invoice which will be attached to the Booking Acknowledgement Email.
- 2.6. If for any reason the Company cancels or reject a booking, a refund of any Fees paid will be made within 14 days of cancellation or rejecting of the booking.
- 2.7. If the Fees are not paid in accordance with these Terms, the Student will not be entitled to start the programme and the booking may be cancelled.
- 2.8. Fees can be paid online via the Company's Flywire payment platform. This is the Company's recommended payment method and can accept credit card, debit card or local bank transfers. Payment can also be made via direct bank transfer to the Company's UK bank account, details of





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which are available on the invoice. If making a direct bank transfer, please be aware that the Company will look to recover (from the Parent/Guardian) any short payments due to currency exchange or banking fees prior to the Student's Arrival Date. Using Flywire avoids the risk of any short payments.

### 3. Cancellation Policy

- 3.1. Cancellation can only be made in writing by email (to [info@varsityinternational.co.uk](mailto:info@varsityinternational.co.uk)) or by post (to Varsity International, Compass House, Farmoor Court, Farmoor, Oxford OX2 9LU) in legible English and it is the responsibility of the Parent/Guardian to confirm that the Company has received the correspondence.
- 3.2. Cancellation will be effective from the date it is received by the Company.
- 3.3. Cancellation on or before 1<sup>st</sup> June 2020 - there will be a refund of all Fees paid, minus a £50 administration fee per Student per week.
- 3.4. Cancellation between 2<sup>nd</sup> June 2020 and 30 days prior to the Arrival Date – there will be a refund of all the Programme Fees minus £100 per Student per week administration fee.
- 3.5. Cancellation within 30 days of the Arrival Date - there will be no refund, except in the case of valid visa refusal (see details below) or at the sole discretion of the Company. This is due to the Company having arranged the staffing and other aspects of the Programme for that Student in advance of their Arrival Date.
- 3.6. Where a booking is amended less than 30 days prior to or after the Arrival Date, there will be no refund for any missed elements of the Programme and there may be a further charge for the additional items.
- 3.7. Cancellation after the Arrival Date – there will be no refund.
- 3.8. Notwithstanding the above, we may cancel a Programme no later than 10 Business Days before the Programme Start Date if there is low demand – in this case the Parent/Guardian will receive a refund of any Fees that have been paid. The Company may also cancel a booking if an event outside its control prevents the delivery of a Programme. In this case the Parent/Guardian will receive a refund of any Fees paid.

### 4. Visa & Visa Refusal

- 4.1. It is the Parent/Guardian responsibility to apply for any necessary visas that the Students requires to enter the UK. Furthermore, it is the Parent/Guardian responsibility to determine how far in advance the application for a visa must be submitted to allow enough time to obtain it, considering any delays caused by the issuing visa office. The Company strongly recommend applying for a visa as soon as possible.
- 4.2. If the visa application is refused and provided you inform us of this and we receive a valid visa refusal letter no later than 10 days prior to the Programme Start Date, a full refund of any Fees paid will be issued, less a £50 administration fee.
- 4.3. If the Student has not received their visa due to Embassy delays the Parent/Guardian must inform the Company 14 days prior to the Student's Arrival Date. If the Parent/Guardian can provide the Company with supporting evidence to show the delay, the Company will offer a full refund of any Fees paid, less a £50 administration fee. The Parent/Guardian can also request to defer the Student's place to the following year, which may be accepted only at the discretion of the Company. If accepted the Company will keep all Fees paid and hold it in credit for the following year.
- 4.4. We will not offer you a refund if you fail to inform us within this time frame or if the Student does not attend the Programme.
- 4.5. If you receive the visa after the Programme Start Date and the Student still wishes to attend, please contact us and let us know. We may be able to find a space for them on the programme but this is not guaranteed.



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- 4.6. 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:
- 4.6.1. the visa application must be made with enough time prior to the arrival date to allow for the length of application time as indicated by UK Visas and Immigration (UKVI);
  - 4.6.2. all necessary documentation must be provided as indicated by UK Visas and Immigration (UKVI);
  - 4.6.3. 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;
  - 4.6.4. you notify us, at least 10 days prior to the Programme Start Date that the Student has not received their visa.

### 5. Ultimate Activity Camps

- 5.1. Our delivery partners, Ultimate Activity Camps deliver all aspects of camp that fall outside of the English teaching.
- 5.2. By agreeing to these Terms you also agree to the Ultimate Activity Camps Terms which can be found [here >](#).

### 6. Third Party Services

- 6.1. All accommodation, campuses, cleaning and meals are provided by third party providers which are hired in advance of the Programme Start Date. The Company will use all reasonable endeavours to ensure that the facilities are suitable for the Programme and Students however the provision of the above are ultimately out of the Company control and the Company can give no guarantee as to the performance of the third parties.
- 6.2. Feedback on the facilities or meals provided must be given to the Company before the Programme Finish Date. Upon receiving the feedback, the Company will endeavour to work with the third party provider to address any shortcomings.

### 7. Travel to the UK and once in the UK

- 7.1. It is the Parent/Guardian responsibility to make all arrangements to travel to the UK and cover all costs associated with travel. Once in the UK all travel arrangements and the costs associated with them are the responsibility to the Parent/Guardian including getting to and from the Camp Location each day.

### 8. Accommodation

- 8.1. It is the Parent/Guardian's responsibility to make all accommodation arrangements for the Student and any adults accompanying them to the UK.

### 9. Camp Days and Hours

- 9.1. Camp is open from Monday – Friday with activities/lessons running between 08.00 – 18.00.

### 10. Camp Location

- 10.1. The address of each School venue can be found at [here >](#)

### 11. Food

- 11.1. The Company does not provide any food as part of the programme.
- 11.2. It is the responsibility of the Parent/Guardian to provide the Student with a packed lunch each day. This packed lunch **MUST NOT CONTAIN ANY SORT OF NUT** or require any sort of preparation or heating. Please check packaging carefully to ensure the items does not contain traces of nuts or has them as a minor ingredient.

### 12. Important information regarding collecting students from camp

- 12.1. The safety of the students is our primary concern, and as such we must ensure that only authorised adults collect them each day. In order to collect the Student, the adult **MUST** produce their UAC Collection Number, sent to the Parent/Guardian prior to the summer. This number is the



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collection password between the camp staff and authorised adults. The Parents/Guardians should be prepared to be asked for this number every time they collect the student.

### 13. Promotional Materials

- 13.1. Photos, videos and other marketing material will be gathered during the summer. The Parent/Guardian will be asked to give permission for the Company and its delivery partner Ultimate Activity Camps to gather material which may include within, but not limited to, brochures, posters, newsletters, social media and marketing campaigns.
- 13.2. Parent/Guardian can give permission by filling in the relevant section of the booking form at the time of booking. Without this permission we will not take any photos or video of the Student. Permission can be revoked at any time by emailing the request to [info@varsityinternational.co.uk](mailto:info@varsityinternational.co.uk).

### 14. Travel Insurance

- 14.1. It is the responsibility of the Parent/Guardian to ensure they have adequate travel insurance for the Student and accompanying adults.

### 15. Health and Safety

- 15.1. It is the responsibility of the Parent/Guardian to inform the Company at the time of booking of any pre-existing medical, physical or behavioural conditions, or medication requirements. The Company can make provision for the Student's specific needs. If this information is not provided, the Company reserve the right to exclude the student from some or all activities.
- 15.2. Appropriate First Aid will be administered to the Student in the event of an accident or illness while under the Company's care. If the accident or illness is more serious, the Company will call the emergency services and will immediately inform the Parents/Guardian using the numbers provided during the booking process. The Company and Ultimate Activity Camps have comprehensive procedures for major accidents that all staff are trained in.

### 16. Student's Personal Belongings

- 16.1. The Company shall not be held responsible for any loss or damage to personal belongings. If the Student brings valuable items such as electronic devices it is the responsibility of the Parent/Guardian to take out appropriate insurance to cover these.

### 17. Damage to Property

- 17.1. All damage to the School or the Company's property, equipment or rooms will be charged to the Student with payment required before the Student's departure from the course.

### 18. Student Exclusion

- 18.1. The Company reserves the right to exclude any student for any reason, including but not limited to:
  - 18.1.1. wilful damage to school property, equipment or other students' property
  - 18.1.2. physical violence towards other students or staff
  - 18.1.3. verbal comments or discrimination about another student's ethnic or racial background
  - 18.1.4. theft
- 18.2. Refunds will not be offered for remaining days if the Student is excluded. No refund will be made for days missed and no compensation will be made for any other costs or losses incurred as a result.

### 19. Limitation of Liability

- 19.1. The Company shall not be liable to the Student or Parent/Guardian for any damages, loss, costs, expenses claims, or proceedings howsoever arising and whether actual or contingency except for death or personal injury resulting from negligence of the Company, its employees, agents, consultants, subcontractors or suppliers whilst acting within the scope of, or in the course of their employment, or contract with the Company.

### 20. Your Privacy and Personal Information



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20.1. The Company's Privacy Policy is available at <https://www.varsityinternational.co.uk/privacy-policy/>. Any personal information that the Parent/Guardian provides to the Company will be dealt with in line with the Privacy Policy.

### 21. Complaints

21.1. If our residential Programme or services have not met expectation please raise this by contacting us at [info@varsityinternational.co.uk](mailto:info@varsityinternational.co.uk).

### 22. General Terms

22.1. This Contract is between the Parent/Guardian and the Company. Except as expressly set out under these Terms no other person shall have any rights to enforce any of its Terms.

22.2. 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.

22.3. If the Company fails to insist that the Parent/Guardian perform any of the obligations under these Terms, or if the Company does not enforce its rights or delays in doing so, that will not mean that it has waived its rights. Furthermore, it will not mean that the Parent/Guardian or the Student does not have to comply with those obligations.

22.4. The Company 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.

### 23. GOVERNING LAW AND JURISDICTION

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