



**Burlington School**  
— Excellence in English —



# Terms and Conditions 2018

## *Ardingly Campus*

Accredited by the  
  
for the teaching  
of English in the UK

ENGLISHUK   
member

**TRINITY**  
COLLEGE LONDON  
Registered Examination Centre 46190

## Terms and Conditions

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## 1. Definitions

1.1 **Course:** The period of study booked by a student from the first day of their booking to the final day of their booking

1.2 **The School:** Burlington School Ltd

Burlington School is a Private Limited Company (Companies House Registration Number 05725732), with its office at 1-3 Chesilton Road, London, SW6 5AA, UK.

1.3 **The Client:** The purchaser of the course and any ancillary services - this is typically, but not exclusively, **The Student**

1.5 **The ETO:** Educational Tour Operator - an organisation or individual, other than The School, The Client has purchased The Course from.

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## 2. Introduction

2.1 The following pages set out the Terms and Conditions of the relationship between you (The Client) and Burlington School (The School), and you should read and understand them. If you need help understanding the Terms and Conditions, please contact The School for assistance. It is a condition of enrolment on our courses that you accept and agree these Terms and Conditions.

2.2 The terms and conditions below apply to Burlington School's summer residential courses at Ardingly College; there are separate terms and conditions for schools in other locations.

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## 3. Courses

3.1 Courses run for 2, 3, 4 or 6 weeks, beginning on the dates set out in the current Young Learners Brochure.

3.2 The minimum age for enrolment on courses is 7 years.

3.3 The course is charged by the week, and runs from Sunday to Sunday. No discounts will be given for late arrival or early departure.

3.4 Times for classes and activities are as stated in the current brochures and price lists, and on The School's website [www.burlingtonschool.co.uk](http://www.burlingtonschool.co.uk). Every effort is made to comply with the students' initial booking; however, The School reserves the right to alter the timetable, cancel or combine classes when necessary, or make changes to course arrangements, without liability. No refund or credit will be given in such instances.

3.5 Classes will be split according to age and language proficiency. Consequently, although every effort is made to ensure a broad nationality mix in classes, The School cannot guarantee this.

3.6 The School cannot guarantee placement on a course where The Student does not fulfil the entry requirements stated in the current brochures and on The School's website [www.burlingtonschool.co.uk](http://www.burlingtonschool.co.uk). In such cases The student will be placed on a course suitable for their level of English. No refunds or credit will be given in such instances.

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## 4. Enrolment and Payment

4.1 Enrolments for students under 18 years of age will not be finalised until we have all the information requested on the Enrolment Form, including that relating to medical needs and Special Educational Needs.

4.2 Enrolments for students under 18 years of age will not be finalised without details of the Emergency Contact and UK Guardian.

4.3 Enrolments for students under 18 years of age will not be finalised until we receive the appropriate Consent Form.

4.4 All fees must be paid in full before **4 weeks** before the start of The Course. If payment is not received by this point, the booking will be cancelled. Any deposits paid are non-refundable and non-transferrable.

4.5 Payment by bank transfer can take up to 5 working days to reach The School. Please ensure sufficient time is allowed when paying by bank transfer.

4.6 Payment by cheque must be from a UK bank account. Cheques can take up to 5 working days to clear. Please ensure sufficient time is allowed when paying by cheque.

4.7 The School is not responsible for any fees for bank transfers, cheques or international card payments; these fees must be met by The Client.

4.8 All fees are payable in GBP (£). If a payment is made in another currency, it must be the correct amount after currency exchange and bank fees.

4.9 All fees are non-transferable. Other than in exceptional circumstances and with specific written consent from The School, payments made by one student cannot be transferred to another student at the School.

4.10 Other than in exceptional circumstances and with specific written consent from The School, payments cannot be reallocated. For example, a student cannot transfer payments made for a programme at Ardingly College to pay for a course at the London centre.

4.11 Dishonoured payments. The School reserves the right to charge £50.00 for any returned cheques.

4.12 Debt recovery. The School reserves the right to pass unpaid accounts to a debt recovery agency. The School will only do this after reasonable attempts have been made to recover the debt internally, and after written notice of The School's intentions. This will also involve the passing of The Client's data to the debt recovery agency. This will result in additional fees and charges for The Client.

4.13 Please see the current pricelist and our website [www.burlingtonschool.co.uk](http://www.burlingtonschool.co.uk) for prices and supplementary fees.

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## 5. Cancellations, Amendments and Refunds

### 5.1 Online, telephone and email bookings

5.1(a) Bookings made remotely by telephone, email or online may be cancelled within 14 days of the booking being made, and a full refund will be given, including registration fees. This 14-day period is called The Cooling-Off Period.

5.1(b) Cancellations must be requested in writing by emailing [manager@burlingtonschool.co.uk](mailto:manager@burlingtonschool.co.uk). The School will provide a refund request form which must be completed and returned.

5.1(c) The Cooling-Off Period does not apply when The Client has been physically present at The School at any point during the transaction of the sale.

5.1(d) The Cooling-Off Period applies only when The Client has purchased a course directly from The School. A student who has bought a course from an ETO may not apply for a refund in this manner; however, providing the criteria in 5.1(a), 5.1(b) and 5.1(c) have been met, the ETO may apply to The School for a refund.

5.1(e) If the tuition or other service provided by the school commences before the end of The Cooling-Off Period, The Client may still request a refund. However, The School will deduct the cost of any services (charged by the week) used up to and including the date of cancellation from the amount to be refunded.

5.1(f) Refunds can only be made to the original payer, and using the original method of payment. Refunds by bank transfer or credit card will only be made to the account used to pay The School.

### 5.2 EU/EEA Students

5.2(a) All requests for cancellations, amendments and refunds must be made in writing to [manager@burlingtonschool.co.uk](mailto:manager@burlingtonschool.co.uk).

5.2(b) All requests for amendments prior to arrival but outwith the terms of The Cooling-Off Period will incur a charge of £50.00.

5.2(c) All requests for cancellation prior to arrival but outwith the terms of The Cooling-Off Period will incur a charge of £150.00, plus a charge of £10.00 for banking costs, £5.00 credit card charges, or £50.00 for courier fees as applicable.

5.2(d) Refunds will not be granted after The Course has commenced, unless covered by the terms in 5.1(e). In exceptional circumstances and with specific written consent from The School, a credit note may be issued. This credit is non-transferable and is valid for 12 months from the date of issue.

5.2(e) Refunds can only be made to the original payer, and using the original method of payment. Refunds by bank transfer or credit card will only be made to the account used to pay The School.

### 5.3 Students requiring a visa

5.3(a) All requests for amendments prior to arrival but outwith the terms of The Cooling-Off Period will incur a charge of £50.00. Depending on the nature of the amendment, The School may refuse the request.

5.3(b) Refunds will only be granted in the case of visa refusal, unless falling under the terms of The Cooling-Off Period.

5.3(c) If The Student is refused a visa and requires a refund, the request must be made in writing to [manager@burlingtonschool.co.uk](mailto:manager@burlingtonschool.co.uk). The request must be accompanied by a copy of the refusal letter.

5.3(d) Refunds outwith the terms of The Cooling-Off Period will incur a charge of £150.00, plus a charge of £10.00 for banking costs, £5.00 credit card charges, or £50.00 for courier fees as applicable.

5.3(e) Refunds will not be granted if the visa was refused because of:

- The making of a false or dishonest statement
- Use of false documents
- The withholding of relevant information used in the application to The School.

Please note that The School reserves the right to seek independent confirmation of visa refusal from the British Authorities.

5.3(f) Cancellations or amendments are not permitted after The Course has commenced, unless covered by the terms in 5.1(e). No refunds or credit notes will be issued.

5.3(g) Refunds can only be made to the original payer, and using the original method of payment. Refunds by bank transfer or credit card will only be made to the account used to pay The School.

5.4 The School aims to deal with all refunds as quickly as possible. However, if The Client does not contact The School or reply to correspondence, after a period of 6 months the case will be closed, and no refund will be payable.

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## 6. Arrival and Departure

6.1 Arrival must be on Sunday after 14:00. Dinner will be provided that evening. Arrivals at other times will be subject to additional charges.

6.2 Students under 18 years of age must have suitable arrangements in place for collection from the airport or rail/sea terminal of arrival. Students under 18 years of age arriving in the UK without a suitable adult to collect them may be prevented from entering the country by the Immigration Officer or Entry Clearance Officer. In such cases, no refund or credit will be offered by The School for any hours lost or costs incurred.

6.3 For individual students, one of the following provisions must be in place:

6.3(a) A transfer from the airport or rail/sea terminal to Ardingly College, arranged by Burlington School.

6.3(b) The Student is collected from the airport or rail/sea terminal by an appointed Guardian

*Burlington School will only consent to a guardian collecting the student if:*

- *permission for this has been explicitly given on the appropriate Consent Form.*
- *The School has been given the name and contact details of the guardian prior to the student's journey.*

6.4 Please be aware that different airlines and travel providers have different rules regarding children travelling alone ("unaccompanied minors"). Before purchasing a ticket, please check with the travel provider (or ensure the student's parent(s)/guardian(s) check).

6.5 On the first day of their course, The Student will be tested to check their level of English, and will receive a full induction to the school. As testing and induction procedures may take up the whole morning, The School cannot guarantee that The Student will be able to attend classes on the first day of their course.

6.6 The Student must bring their passport, visa (if appropriate), and any other documents requested on their first day. Failure to do so may lead to a delay in administration, and a delayed start to their course. No refunds or credit for any time missed will be given in such instances.

6.7 Departure must be on Sunday before 12:00. Breakfast will be provided that morning.

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## 7. Holidays and Absence

7.1 No holiday is permitted during the course,

7.2 Holiday taken as above will be added on to the end of The Course. Time taken as holiday is non-transferable, and hours or credit cannot be transferred to another student or used as credit.

7.3 Any absence from classes, activities, meals or other aspects of the course is non-transferable, and no refund or credit will be offered.

7.4 In cases of illness, The Student should inform a member of The School staff at the earliest opportunity of their absence.

7.5 Any absence from classes, activities, meals or other aspects of the course due to illness is non-transferable, and no refund or credit will be offered.

7.6 In cases of bereavement, family illness or other personal issues, The Student should inform a member of The School staff at the earliest opportunity of their absence. In such cases, compassionate leave may be granted to The Student, and a credit note may be issued.

7.7 Repeated unauthorised absence will result in The Student's course being suspended. Any time missed will not be added to the end of the course or transferred in any way, and no refund or credit will be offered.

7.8 The School reserves the right to inform third parties, including local authorities, employers and family, of any repeated or long-term unauthorised absence.

7.9 Additional conditions exist for students under the age of 18. See The School's [Attendance Monitoring Guidelines and Procedures](#) for further information.

7.10 Further information on absence policies and procedures can be found on the school's website <http://burlingtonschool.co.uk/docs/attendance.pdf>.

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## 8. Conduct and behaviour

8.1 The School has strict codes of conduct for all students, laid out in the Student Handbook. Students must follow these codes at all times. Failure to do so may result in exclusion from the course for a fixed term, or permanent exclusion from the centre. In such cases, any time missed will not be added to the end of the course or transferred in any way, and no refund or credit will be offered.

8.2 Burlington School has a zero-tolerance attitude to discrimination. Students found to be discriminating against others, whether in or out of the school, may be excluded from the course for a fixed term, or permanently from the centre. In such cases, any time missed will not be added to the end of the course or transferred in any way, and no refund or credit will be offered.

For further information, see The School's Student Discipline and Exclusion Policy, available at <http://burlingtonschool.co.uk/policies>.

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## 9. Duty of Care

9.1 In common with all schools, Burlington School has a legal Duty of Care to all its students. This means that in the absence of a parent or guardian in the UK, The School and its representatives are legally responsible for the Welfare, Safeguarding, and Health and Safety of all students under 18 years of age for as long as they are students at the school.

9.2 All students under 18 years of age must respect curfews set by Burlington School, and return to their rooms by a certain time every day. The curfews are as follows:

9.2(a) Students under 16 years of age must return to their rooms by 22:00 every day, unless they are participating in a social and leisure activity organised by or through Burlington School.

9.2(b) Students aged 16 and 17 years of age must return to their rooms by 22:30 every day, unless they are participating in a social and leisure activity organised by or through Burlington School.

9.3 The school will not agree to requests in breach of these guidelines.

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## 10. Certificates

10.1 The School issues a Certificate of Attendance showing level of attendance and level of English studied at the end of all courses.

10.2 The School can issue a Certificate of Enrolment at any time during The Course to confirm The Student's enrolment on a course.

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## 11. Photography and video recording

11.1 On occasion, The School or its representatives may take photographs or videos for promotional purposes. Students not wishing to appear in these photographs or videos should inform the school at the time of enrolment.

11.2 For students under the age of 18, permission must be given for any photography or video recording on the Parental Consent Form.

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## 12. Limitation of liability

12.1 Force Majeure: The School and its representatives are not liable in cases where The School is unable to fulfil any services to which it is contractually bound because of strikes, or other reasons that are beyond their reasonable control such as an act of God, terrorism or war.

12.2 The liability of The School for losses arising from negligence (except in the case of liability for death or personal injury), breach of contract, or otherwise, will be limited to the full amounts paid by The Student for the course or other services. Except in the case of liability for death and personal injury, The School will have no liability for any indirect or consequential loss or damage, however arising.

12.3 The School and its representatives do not accept any responsibility for students' personal property, and students are advised to arrange appropriate insurance. Any personal property lost or damaged during any activity organised by or through The School is the responsibility of The Student. The School is not responsible for any direct, indirect, or consequential loss or damage to property incurred by any student or prospective student.

12.4 Students are strongly advised to obtain medical insurance.

12.5 Any mental or physical illness, allergy, disability or other condition that may affect The Student, other students, staff or representatives of The School must be disclosed on the Application Form. Such information will be treated in the strictest confidence.

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## 13. Feedback and complaints

13.1 The School will always act to investigate any complaints made against students, staff or other representatives of The School.

13.2 Students are requested to follow the procedures laid out in the Student Handbook, and on the website <http://burlingtonschool.co.uk/policies>.

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## 14. Data protection

17.1 For the purpose of the Data Protection Act 1998 (the Act), the data controller is Burlington School Limited, 1-3 Chesilton Road, London, SW6 5AA, UK. The School shall process personal data only in accordance with its privacy policy. In addition, personal data that is collected may be transferred to, and stored at, a destination outside the European Economic Area ("EEA").

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## 15. Governing laws

15.1 These Terms and Conditions, and all contractual and non-contractual matters arising out of them, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

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## 16. Student Declaration

16.1 By signing and completing the application form, the parent or guardian of The Student confirms that they have received, read and understood, and agree to be bound by, these terms and conditions, as well as the terms of the following documents:

<b>Document</b>	<b>URL</b>
Attendance Monitoring – Guidelines and Procedures	<a href="https://goo.gl/guuy1">https://goo.gl/guuy1</a>
Safeguarding and Welfare Policy	<a href="https://goo.gl/wRwDQt">https://goo.gl/wRwDQt</a>
Anti-Bullying Policy	<a href="https://goo.gl/n9bvJ0">https://goo.gl/n9bvJ0</a>
Student Discipline and Exclusion Policy	<a href="https://goo.gl/64xlo3">https://goo.gl/64xlo3</a>
Student Handbook	<a href="https://goo.gl/vDYyGL">https://goo.gl/vDYyGL</a>

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