



Group Terms & Conditions

Cheltenham Summer Centre

Please complete the shaded () fields on page 9 with the names of the students in your group, and sign.

Save the document as “[your group name] Group Terms and Conditions 2020” and email it to the school.

Your booking is not complete until this document has been received.

To complete this form, you may need the latest version of Adobe Acrobat Reader, which you can download from <https://get.adobe.com/reader/>.

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 Lord Annaly House, 146 Bedford Hill, London, SW12 9HW, United Kingdom.

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

1.4 **Ancillary Services:** services provided by **The School** that are peripheral to the **Course**. **Ancillary Services** may include, but are not limited to, accommodation, catering and social programme.

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

1.6 **The Contract:** The agreement between **The School** and **The Client** to provide a **Course** and any **Ancillary Services**. **The Contract** is deemed to have been entered into upon acceptance of these Terms and Conditions.

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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 Dean Close School, Cheltenham; there are separate terms and conditions for schools in other locations.

2.3 Additional conditions apply to students under the age of 18 years. As such, The Student's parent or guardian should pay special note to [Section 10: Additional conditions for students under 18](#).

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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. 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 Significant differences in age and/or language proficiency of students in the group should be disclosed to the school before a quotation is made.

3.5 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. 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 A deposit is required to secure a reservation. However, booking will not be confirmed until full payment has been received.

4.5 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.

4.6 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.

4.7 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.

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

4.9 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.

4.10 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.

4.11 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 Dean Close School to pay for a course at the London centre.

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

4.13 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.

4.14 Please see the current pricelist and our website 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. 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 used 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.

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. 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 student groups, one of the following provisions must be in place:

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

6.3(b) The students travel to Dean Close School accompanied by the Group Leader(s). In such cases, the Group Leaders must have provided suitable background checks.

6.3(c) The students are collected from the airport or rail/sea terminal by an appointed Guardian or Guardians

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

- *permission for this has been explicitly given on the appropriate Consent Form **for each student under the age of 18.***
- *we have the name and contact details of the guardian(s) **for each student under the age of 18** prior to the students' 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-transferrable, and no refund or credit will be offered.

7.4 In cases of illness, The Student should Inform The School through their Group Leader 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-transferrable, and no refund or credit will be offered.

7.6 In cases of bereavement, family illness or other personal issues, The Student should Inform The School through their Group Leader 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 Should a student be absent from classes, activities, meals or other aspects of the course, the Group Leader must supervise them.

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

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

7.11 Further information on absence policies and procedures can be found on the school's website <http://burlingtonschool.co.uk/downloads.html>.

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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 School and/or any accommodation booked by or through The School, either for a fixed term or permanently. 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 School and/or any accommodation booked by or through The School, either for a fixed term or permanently. 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/downloads.html>.

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9. Certificates

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

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

9.3 Students taking external examinations will receive a certificate and/or statement of results.

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10. Additional conditions for students under 18

10.1 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.

10.2 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.

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

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

10.5 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. Please check with individual airlines for details of their unaccompanied minors policy.

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

10.6(a) A transfer from the airport or rail/sea terminal to Dean Close School, arranged by Burlington School.

10.6(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.*

10.7 For groups of students, one of the following provisions must be in place:

10.7 (a) A transfer from the airport or rail/sea terminal to Dean Close School, arranged by Burlington School.

10.7 (b) The students travel to Dean Close School accompanied by the Group Leader(s).

10.7 (c) The students are collected from the airport or rail/sea terminal by an appointed Guardian or Guardians

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

- *permission for this has been explicitly given on the appropriate Consent Form **for each student under the age of 18.***
- *we have the name and contact details of the guardian(s) **for each student under the age of 18** prior to the students' journey.*

10.8 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).

10.9 All students under 18 years of age must respect curfews set by Burlington School, and return to their rooms and have their lights out for sleep by specified times. The curfews are as follows:

10.16(a) Except where there has been an excursion, or a late activity, students should be in their rooms by 21:30 every night.

10.16(b) Except where there has been an excursion, or a late activity, students lights should be out and silence observed by 22:00.

10.10 All group leaders travelling with, or with responsibility for, students under the age of 18 must provide appropriate suitability checks.

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

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11. Additional conditions for student groups

11.1 Courses

11.1(a) Clients must specify whether the students are to be taught in a closed group or integrated into other international classes in the school at the time of booking.

11.1(b) If closed group lessons are requested, the maximum number of students per class is 15.

11.1(c) Closed group classes will be split according to age and language proficiency, which may lead to additional charges. Significant differences in age and/or language proficiency should be disclosed to the school before a quotation is made.

11.1(d) Any special requests for courses must be made before a quotation is made.

11.1(e) Any special educational needs or disabilities must be disclosed to the school in the booking form.

11.1(f) Upon request, group leaders may be permitted to attend lessons. However, it is understood that they are present as observers, and must make no attempt to influence or lead the lesson in any way.

11.2 Accommodation

11.2(a) Students may be accommodated between 1 and 6 students per room subject to availability.

11.2(b) In order to confirm the accommodation and airport transfer the school must receive the group booking form, full payment and flight details at least 2 weeks prior to arrival. Without the group booking form, full payment and flight details the school will not confirm any accommodation.

11.2(c) Any dietary needs and/or allergies must be disclosed to the school in the booking form. Any undisclosed dietary needs and/or allergies leading to an alteration in the accommodation booking may be subject to additional charges.

11.3 Social Programme

11.3(a) On occasion, social activities or excursions may include other students from the school.

11.3(b) Although the school provides staff to act as guides during social activities, group leaders must accompany students on all excursions.

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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. Photography and video recording

14.1 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.

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

15. Data protection

15.1 For the purpose of the Data Protection Act 1998 (the Act), the data controller is Burlington School Limited, Lord Annaly House, 146 Bedford Hill, London, SW12 9HW, United Kingdom. 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").

15.2 In line with Right to Rent legislation, The School will inform The Student's accommodation provider that it has seen and verified The Student's passport, national identity card and/or valid visa, or valid Biometric Residence Permit (BRP). This will apply only in cases where The Student is aged 18 years and above, and is staying for more than 12 weeks in homestay accommodation organised by The School.

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16. Governing laws

16.1 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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17. Declaration

17.1 By signing below, The Group Leader (or other responsible adult) 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:

Attendance Monitoring – Guidelines and Procedures
 Safeguarding and Welfare Policy
 Anti-Bullying Policy
 Student Discipline and Exclusion Policy
 Student Handbook
 Accommodation Handbook
 Group Leader Handbook

These documents can be viewed at <http://burlingtonschool.co.uk/downloads.html>

17.2 By signing below, The Group Leader (or other responsible adult) confirms that they have passed on and explained the terms and conditions and the above documents to the students in the group.

17.3 By signing below, The Group Leader (or other responsible adult) accepts responsibility for accepting these terms and conditions, as well as the terms of the above documents, on behalf of the students in the group.

17.4 Please list all the students in the group (continue on a duplicate document if necessary):

Name of Student	Name of Student
1 _____	21 _____
2 _____	22 _____
3 _____	23 _____
4 _____	24 _____
5 _____	25 _____
6 _____	26 _____
7 _____	27 _____
8 _____	28 _____
9 _____	29 _____
10 _____	30 _____
11 _____	31 _____
12 _____	32 _____
13 _____	33 _____
14 _____	34 _____
15 _____	35 _____
16 _____	36 _____
17 _____	37 _____
18 _____	38 _____
19 _____	39 _____
20 _____	40 _____

Signed	_____
Name	_____
Position	_____
Date	_____

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Burlington School

Excellence in English

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