



# Burlington School

— Excellence in English —



## Terms & Conditions London School

Accredited by the  
**BRITISH COUNCIL**  
for the teaching  
of English in the UK



**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 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 year-round courses in London; there are separate terms and conditions for schools in other locations and seasonal centres.

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 14: Additional conditions for students under 18](#).

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## 3. Courses

3.1 The minimum course length is 1 week (group classes) or 2 hours (1-1 classes). There is no maximum course length.

3.2 The minimum age for enrolment on Adult courses is 16 years. The minimum age for enrolment on Young Learners group courses is 7 years, and 4 years for 1-1 courses.

3.3 Group classes are charged by the week, and run from Monday to Friday. No discounts will be given for late arrival or early departure.

3.4 Times for group classes 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 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. Payment

4.1 All fees must be paid in full before the start of The Course. The Student will not be able to attend their classes until full payment is received.

4.2 For students requiring a visa to study in the UK, Visa Letters will only be issued after full payment of all fees has been received.

4.3 Accommodation fees must be paid in full at least 2 weeks prior to The Student's arrival. Accommodation will not be booked until full payment has been received, and The School is unable to guarantee accommodation if the full fees are not paid in time.

See [Section 10: Accommodation](#) for further information.

4.4 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.

4.5 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.

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

4.7 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.

4.8 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.

4.9 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 accommodation to pay for tuition.

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

4.11 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.

4.12 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 - Tuition

### 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 £50.00, 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) If The Student wishes to cancel or reschedule a 1-1 lesson, at least 48 hours' notice must be given. Failure to give this notice will result in The Student being charged for the lesson.

5.2(f) All requests for course deferrals made prior to the scheduled start date but outwith the terms of The Cooling-Off Period will incur a charge of £50.00. Courses may be deferred for up to one year from the original start date. Deferred courses cannot be transferred to another student, and cannot be transferred to courses at a different campus.

5.2(g) All requests for course deferrals made after the scheduled start date and outwith the terms of The Cooling-Off Period will incur a charge of £50.00 plus the equivalent cost (charged by the week) of services which were due to be taken up to the date the request is received. Courses may be deferred for up to one year from the original start date. Deferred courses cannot be transferred to another student, and cannot be transferred to courses at a different campus.

5.2(h) 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. The refund will be paid to you within four weeks of you providing us with the bank details and signed authorisation.

## 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 £50.00, 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) If The Student wishes to cancel or reschedule a 1-1 lesson, at least 48 hours' notice must be given. Failure to give this notice will result in The Student being charged for the lesson.

5.3(h) Course deferrals will only be made in the case of visa refusal, unless falling under the terms of The Cooling-Off Period. All requests for course deferrals made prior to the scheduled start date but outwith the terms of The Cooling-Off Period will incur a charge of £50.00. Courses may be deferred for up to one year from the original start date. Deferred courses cannot be transferred to another student, and cannot be transferred to courses at a different campus.

5.3(i) All requests for course deferrals made after the scheduled start date and outwith the terms of The Cooling-Off Period will incur a charge of £50.00 plus the equivalent cost (charged by the week) of services which were due to be taken up to the date the request is received. Courses may be deferred for up to one year from the original start date. Deferred courses cannot be transferred to another student, and cannot be transferred to courses at a different campus.

5.3(j) 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. Cancellations, Amendments and Refunds - Accommodation**

### **6.1 Online, telephone and email bookings**

6.1(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 accommodation fees. This 14-day period is called The Cooling-Off Period.

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

6.1(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.

6.1(d) The Cooling-Off Period applies only when The Client has purchased accommodation directly from The School. A student who has bought accommodation from an ETO may not apply for a refund in this manner; however, providing the criteria in 6.1(a), 6.1(b) and 6.1(c) have been met, the ETO may apply to The School for a refund.

6.1(e) If the accommodation 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.

6.1(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.

## 6.2 Other cancellations and amendments

6.2(a) Outside the terms of The Cooling-Off Period, requests for amendments and cancellations to Homestay accommodation will receive a full refund minus the Accommodation Fee (£50.00) and 4 weeks' rent (or the full rent if the accommodation is booked for fewer than 4 weeks).

6.2(b) Outside the terms of The Cooling-Off Period, requests for amendments and cancellations to School Residence accommodation will receive a full refund minus the Accommodation Fee (£50.00) and 4 weeks' rent (or the full rent if the accommodation is booked for fewer than 4 weeks).

6.2(c) Outside the terms of The Cooling-Off Period, requests for amendments and cancellations to Other\* Residential accommodation received will not be eligible for a refund.

6.2(d) Outside the terms of The Cooling-Off Period, requests for amendments and cancellations to Hotel accommodation received will not be eligible for a refund.

6.2(e) Requests for cancellation or amendment of accommodation bookings must be made in writing to [accommodation@burlingtonschool.co.uk](mailto:accommodation@burlingtonschool.co.uk).

6.2(f) All requests for cancellation will incur a charge of £10.00 for banking costs, £5.00 credit card charges, or £50.00 for courier fees as applicable.

6.2(g) All requests for deferral of Homestay accommodation made prior to the scheduled start date but outwith the terms of The Cooling-Off Period will incur a charge of £50.00 plus 4 weeks' rent (or the full rent if the accommodation is booked for fewer than 4 weeks). Homestay accommodation may be deferred for up to one year from the original start date. Deferred Homestay accommodation cannot be transferred to another student.

6.2(h) All requests for deferral of Homestay accommodation made after the scheduled start date and outwith the terms of The Cooling-Off Period will incur a charge of £50.00 plus 4 weeks' rent (or the full rent if the accommodation is booked for fewer than 4 weeks) plus the equivalent cost (charged by the week) of services which were due to be taken up to the date the request is received. Homestay accommodation may be deferred for up to one year from the original start date. Deferred Homestay accommodation cannot be transferred to another student.

6.2(i) All requests for deferral of School Residence accommodation made prior to the scheduled start date but outwith the terms of The Cooling-Off Period will incur a charge of £50.00 plus 4 weeks' rent (or the full rent if the accommodation is booked for fewer than 4 weeks). School Residence accommodation may be deferred for up to one year from the original start date. Deferred School Residence accommodation cannot be transferred to another student.

6.2(j) All requests for deferral of School Residence accommodation made after the scheduled start date and outwith the terms of The Cooling-Off Period will incur a charge of £50.00 plus 4 weeks' rent (or the full rent if the accommodation is booked for fewer than 4 weeks) plus the equivalent cost (charged by the week) of services which were due to be taken up to the date the request is received. School Residence accommodation may be deferred for up to one year from the original start date. Deferred School Residence accommodation cannot be transferred to another student.

6.2(k) Deferrals are not allowed for Other\* Residences or Hotel accommodation.

6.2(l) 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.

6.3 Changes to Homestay or School Residence bookings may be made after arrival subject to availability. Requests must be made in writing to [accommodation@burlingtonschool.co.uk](mailto:accommodation@burlingtonschool.co.uk). All requests for changes will incur an administrative charge of £50.00.

6.4 Changes to Other\* Residences or Hotel accommodation are not permitted after arrival.

6.5 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.

Other\* Residences: *Earls Court Residence, Collective Residence, Willesden Residence, Bayswater Residence*

### **Covid-19 for EU/EEA Students & Student requiring a Visa**

In case of lock down in the UK or students home country or any other factors relating to a student being unable to start their programme due to Covid-19, students can either postpone, change date or study online (up to 2 years from the original start date) No refund will be provided on tuition or accommodation

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## **7. Arrival**

7.1 The Student should arrive at the school at 09:00 on the first day of their course. Late arrivals may lead to a delay in administration, and a delayed start to their course. No refunds for any time missed will be given in such instances.

7.2 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.

7.3 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.

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## **8. Holidays and Absence**

8.1 The School and its facilities are open for students Monday to Friday from 08:00 - 18:00 50 weeks of the year, barring public holidays. A list of public holidays can be found on the school website <http://burlingtonschool.co.uk/the-school-year>. Clients will be informed in writing of any changes to this schedule.

8.2 Students whose course falls over the Christmas holiday will have their course extended by 2 weeks. There is no such provision for public holidays, and no additional time will be added to the end of the course or transferred in any way, and no refund or credit will be offered.

8.3 Students are permitted holiday as follows:

<b>Course Length</b>	<b>Holiday Permitted</b>
1 - 4 weeks	No holiday
5 - 12 weeks	2 weeks' holiday
13 - 23 weeks	4 weeks' holiday
24 - 47 weeks	6 weeks' holiday
48 weeks +	9 weeks' holiday



8.4 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.

8.5 Students must inform The School at least 1 week in advance of their plans to take holiday. Failure to inform The School will result in the holiday not being added to the end of the course, and no refund or credit will be offered.

8.6 Holiday taken over and above that laid out in 8.3 will be counted as unauthorised absence, and 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.

8.7 In cases of illness, The Student should Inform The School at the earliest opportunity of their absence.

8.7(a) If the period of absence is less than 7 days (including weekends and public holidays), The Student should complete a Self-Certification form (obtainable from Reception) when returning to school. Failure to complete this form will result in the absence being counted as unauthorised absence, and 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.

8.7(b) If the period of absence is 7 days or more (including weekends and public holidays), The Student must provide a fit note from their doctor. Failure to provide this form will result in the absence being counted as unauthorised absence, and 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.

8.8 In cases of bereavement, family illness or other personal issues, The Student should Inform The School at the earliest opportunity of their absence. In such cases, compassionate leave may be granted to The Student, and any time granted will be added on to the end of their course.

8.9 Repeated or long-term 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.

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

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

8.12 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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## 9. Conduct and behaviour

9.1 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.

9.2 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/policies>.

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## 10. Accommodation

- 10.1 The School will only book accommodation when full payment has been received.
- 10.2 For students requiring a visa, The School will only book accommodation when it has received confirmation that the visa has been approved.
- 10.3 Accommodation bookings will only be accepted for the duration of The Student's course. Students may not book accommodation starting more than 3 days before the start of The Course, or ending more than 3 days after the end of The Course.
- 10.4 In addition to the rules set out in the Accommodation Handbook, students must follow any reasonable rules and conditions set out by the accommodation provider. For the avoidance of doubt, The School shall be the final arbiter of what is considered "reasonable".
- 10.5 Accommodation providers may request a damage deposit at the beginning of The Student's accommodation booking. For the avoidance of doubt, in cases of dispute regarding the return of any deposit, The School shall be the final arbiter.
- 10.6 Students must not make private agreements with accommodation providers initially organised by or through The School.
- 10.7 Students wishing to change accommodation provider after arrival may do so under the conditions outlined in [Section 6. Cancellations, Amendments and Refunds - Accommodation](#).
- 10.8 Students wishing to change accommodation provider after arrival because of a valid problem with accommodation will not be charged the administrative charge of £50.00. For the avoidance of doubt, The School shall be the final arbiter of what is considered "valid".
- 10.9 For further information, see the relevant Accommodation Handbook. This handbook is available on request from [accommodation@burlingtonschool.co.uk](mailto:accommodation@burlingtonschool.co.uk).

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## 11. Coursebooks

- 11.1 Students on courses longer than 1 week must have the relevant coursebooks, which can be purchased from the Reception.
- 11.2 Photocopies of books are not allowed and students will not be permitted into class without original books.

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## 12. Certificates

- 12.1 The School issues a Certificate of Attendance showing level of attendance and level of English studied at the end of all courses.
- 12.2 The School can issue a Certificate of Enrolment at any time during The Course to confirm The Student's enrolment on a course.
- 12.3 Students taking external examinations will receive a certificate and/or statement of results.

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## 13. Photography and video recording

- 13.1 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.
- 13.2 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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## 14. Additional conditions for students under 18

14.1 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.

14.2 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.

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

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

14.5 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.

14.6 If an individual student is using accommodation arranged by Burlington School, one of the following provisions must be in place:

14.6(a) A transfer from the airport or rail/sea terminal to the student's accommodation, arranged by Burlington School.

14.6(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.*

14.7 If an individual student is not using accommodation arranged by Burlington School, the following provision must be in place:

14.7(a) 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.*

14.8 If a group of students are using accommodation arranged by Burlington School, one of the following provisions must be in place:

14.8 (a) A transfer from the airport or rail/sea terminal to the students' accommodation, arranged by Burlington School.

14.8 (b) The students travel to their accommodation accompanied by the Group Leader(s). In such cases, the Group Leaders must have provided suitable background checks.

14.8 (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.*

14.9 If the students are not using accommodation arranged by Burlington School, one of the following provisions must be in place:

14.9(a) The students travel to their accommodation accompanied by the Group Leader(s). In such cases, the Group Leaders must have provided suitable background checks.

14.9(b) 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*

14.10 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).

14.11 Students aged 16 or 17 years of age will be placed in adult classes, unless it is specifically requested that they be placed in a junior class. Permission for this must be granted by way of the appropriate Consent Form. Students aged 18 or above will not be placed in junior classes.

14.12 Students aged between 14 and 17 years of age may travel to and from school unaccompanied as long as permission has been given using the appropriate Consent Form. If consent has not been given, Burlington School will arrange a chaperone to escort the student to and from school. There will be an additional charge for this service.

14.13 Students aged 13 or below must be accompanied by a supervising adult when travelling to and from school. The supervising adult can be:

- The student's parent, guardian or UK guardian
- A group leader with responsibility for the student(s)
- A member of staff or representative of Burlington School, who is fully background checked in line with Burlington School policies. There is an additional charge for this service.

14.14 Students aged 16 and 17 years of age may only participate in social and leisure activities organised by or through Burlington School if permission has been given using the appropriate Consent Form.

14.15 Students aged 15 years and below may only attend social and leisure activities organised by or through Burlington School if permission has been given using the appropriate Consent Form and they are accompanied by a supervising adult. The supervising adult can be:

- The student's parent, guardian or UK guardian
- A group leader with responsibility for the student(s)
- A member of staff or representative of Burlington School, who is fully background checked in line with Burlington School policies. There is an additional charge for this service.

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

14.16(a) Students under 16 years of age must return to their accommodation by 18:00 every day, unless they are accompanied by a parent or guardian, or participating in a social and leisure activity organised by or through Burlington School. Permission for this must be granted by way of the appropriate Consent Form.

14.16(b) Students aged 16 and 17 years of age must return to their accommodation by 22:00 every day, unless they are accompanied by a parent or guardian, or participating in a social and leisure activity organised by or through Burlington School. Permission for this must be granted by way of the appropriate Consent Form.

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

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

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## 15. Limitation of liability

15.1 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.

15.2 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.

15.3 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.

15.4 Students are strongly advised to obtain medical insurance.

15.5 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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## 16. Feedback and complaints

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

16.2 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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## 17. Data protection

17.1 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").

17.2 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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## 18. Governing laws

18.1 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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## 19. Disclaimer

19.1 The School may on occasion waive one or more of the above conditions. Such a waiver of one or more conditions does not invalidate this agreement, and does not mean that any other conditions are waived.

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## 20. Student Declaration

20.1 By signing and completing the application form, 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/n9bvJo">https://goo.gl/n9bvJo</a>
Student Discipline and Exclusion Policy	<a href="https://goo.gl/64xIo3">https://goo.gl/64xIo3</a>
Student Handbook	<a href="https://goo.gl/vDYyGL">https://goo.gl/vDYyGL</a>
Accommodation Handbook	<a href="https://goo.gl/YlMfDb">https://goo.gl/YlMfDb</a>

20.2 Acceptance of these terms and conditions as laid out in 20.1 is taken as [entry into contract]

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