



MARLBOROUGH COLLEGE
MARLBOROUGH COLLEGE SCHOOL OF ENGLISH AND CULTURE

TERMS AND CONDITIONS

1 Terminology

1.1 The following terminology applies to these terms and conditions:

- 1.1.1 **Booking Form:** means the online booking form via which the Parents make application for a place on the Course for the Student.
- 1.1.2 **Course:** means the two week residential programme of study and extra-curricular activities delivered by Us to the Student as detailed in Our Course Confirmation.
- 1.1.3 **Course Commencement Date:** means the first day of the Course Dates.
- 1.1.4 **Course Confirmation:** is MCSEC's confirmation of a place on the Course for the Student.
- 1.1.5 **Course Dates:** means the dates of the Course for the Student as detailed in Our confirmation of a place on the Course.
- 1.1.6 **Course Fee:** means the fee payable by You for the Student to attend the Course. The Course Fee includes all tuition charges, materials, accommodation, meals and charges for extra-curricular activities. The Course Fee does not include transport to and from the Course and pocket money.
- 1.1.7 **Deposit:** means 20% of the Course Fee payable when the Parents receive the Course Confirmation.
- 1.1.8 **MCSEC; We; Us; Our:** means Marlborough College trading as Marlborough College School of English and Culture. Marlborough College, constituted as a registered charity incorporated by Royal Charter with company number 309486, whose registered office is at Marlborough College, Marlborough, Wiltshire, SN8 1PA, United Kingdom.
- 1.1.9 **Parents; You; Your:** means individually or together those persons who are named as the parent or guardian of the Student on the Booking Form submitted to Us.
- 1.1.10 **Privacy Policy** The Marlborough College Privacy Policy.
- 1.1.11 **Student:** means the student named on the application form submitted by the Parents.

2 Booking a place on the Course

2.1 You shall apply for a place on the Course by completing and submitting Our online Booking Form. You accept that bookings will be considered in the order in which they are received. Submitting a completed Booking Form does not guarantee the Student a place on the Course. A place on the Course is subject to:

- 2.1.1 the availability of a place;
- 2.1.2 the minimum number of places confirmed;
- 2.1.3 Payment of the Deposit and Course Fee; and
- 2.1.4 Our ability to meet the needs of the Student.

2.2 Your booking constitutes a request to us to reserve a place for your child on the Course with Course Dates and extra-curricular activities requested by You. A place on the Course for the Student is



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subject to Us sending you a Course Confirmation by email or post. A legally binding contract between MCSEC and the Parents will be formed when we send you the Course Confirmation.

- 2.3 We will endeavour to confirm the Course Dates and extra-curricular activities requested by You but cannot guarantee that these will be available. Should You not wish for the Student to take up their place on the Course confirmed by Us You may cancel the place in accordance with Section 4 below.
- 2.4 MCSEC will issue You with a Parental Consent Form for the Student. You must return the form fully completed prior to the Course Commencement Date. The information must include emergency contact details for the Student if they are under the age of 18 years. You agree that your child will not be permitted to attend the Course if We have not received a completed Parental Consent Form.

3 **Payment Terms**

- 3.1 The Parents shall pay the Deposit on receipt of the Course Confirmation.
- 3.2 The Course Fee will be as stated in the Course Confirmation. The Course Fee is liable to change from time to time, but changes will not affect the Student's place if We have already sent a Course Confirmation.
- 3.3 The balance of the Course Fee must be settled 6 weeks prior to the Course Commencement date.
- 3.4 The exception to 3.1. and 3.2 above is where a Booking Form is submitted after this date, when the Course Fee must be paid in full when the Course Confirmation is received.
- 3.5 If any of the above payments are not made by the specified date, MCSEC reserves the right to terminate this contract.

4 **Our responsibilities**

- 4.1 We will do all that is reasonable to deliver the Course for the Student to at least the standard required by law in the particular circumstances.
- 4.2 We will exercise reasonable care and skill in delivering the Course for the Student but cannot guarantee that the Student will achieve their desired outcome.
- 4.3 We reserve the right to organise the Course and its delivery in a way which, in the professional judgement of MCSEC, is most appropriate to the Course community as a whole. This may be by online or other form of remote learning if necessary. We will endeavour to inform the Parents of significant changes to the Course and the reasons for them as soon as practicable.
- 4.4 We shall do all that is reasonable to care for your child/ward, include medical conditions, medication, allergies, dietary requirements and special educational needs. If you fail to disclose any medical or psychological issue that could affect your child's ability to participate fully, or may be to the detriment of another student's enjoyment of MCSEC, this may result in them being removed from the course.
- 4.5 You agree that We may refuse to confirm a place or that You will withdraw the Student from the Course, upon request, if, in the professional judgement of MCSEC and after consultation with You and with the Student (where appropriate), We are unable to provide adequately for the Student's special educational needs or medical conditions.

5 **Your responsibilities**

- 5.1 You authorise MCSEC to take and / or authorise in good faith all decisions which they consider on proper grounds will safeguard and promote the Student's welfare and the welfare of students or staff.
- 5.2 You consent to such physical contact with the Student as may be appropriate and proper for teaching and instruction; or for providing comfort to the Student in distress; or to maintain safety and good order; or in connection with the Student's health and welfare.



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- 5.3 You also consent to the Student participating in contact and non-contact sports and other activities as part of the Course or extra-curricular activities. You acknowledge that while We will provide appropriate supervision the risk of injury cannot be eliminated.
- 5.4 When completing the Booking Form You shall disclose fully to Us all information required. At all subsequent times You shall disclose as soon as possible any changes to the information previously disclosed and all other information necessary for Us to fulfil Our responsibilities under this contract.
- 5.5 In addition to Your obligation to pay the Course Fee You agree to pay for any wilful loss or damage to Our property or the property of any other person (fair wear and tear excluded) caused by the Student.
- 5.6 Except where there is a legal liability to make a refund or reduction Course Fees will not be refunded, reduced or waived if: the Student is absent from any part of the Course through illness; or the Student is asked to leave the Course for a behavioural or disciplinary reason; or for any reason other than exceptionally and at the sole discretion of the Course Leader.
- 5.7 We and You agree to cooperate with each other in order to fulfil our respective responsibilities under this contract.
- 5.8 You will ensure that the Student will take a full part in the activities of MCSEC, will attend each day of the Course, will be punctual, will work hard, will be well-behaved and will comply with the MCSEC Code of Conduct, Behaviour and EDI policies, available via the following link: <https://www.mcsec.co.uk/policies-reports> If You have specific requirements or concerns about any aspect of the Student's participation on the Course You must contact Us as soon as reasonably practicable.
- 5.9 If You have specific requirements or concerns about any aspect of the Student's participation on the Course You must contact Us as soon as reasonably practicable.
- 5.10 We may need to obtain satisfactory evidence of the identity of the person who is paying Course Fee, such as sight of a passport, and You agree to provide such information as reasonably requested by Us in this respect.
- 5.11 You will ensure the Parent Contract and Consent Form to be completed accurately and submitted at least 6 weeks prior to the course commences. The documents can be found by following this link <https://www.mcsec.co.uk/policies-reports>

6 Student health and medical matters

- 6.1 We may at any time during the Course require a medical opinion or certificate as to the Student's general health where We consider that necessary as a matter of professional judgement in the interests of the Student and/or the MCSEC community. We shall have the right to disclose confidential information about the Student if considered to be in the Student's own interests or necessary for the protection of other members of the MCSEC community. Such information will be given and received on a strictly confidential, "need-to-know" basis.
- 6.2 You authorise MCSEC to consent on Your behalf to the Student receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Student's welfare and if You cannot be contacted in time.

7 Cancellation, withdrawal and termination

- 7.1 Cancellation:
- 7.1.1 If the submission of the Booking Form and the issuing of the Course Confirmation are both made entirely at distance by means of, for example, post or electronic communication without the Parents meeting face to face with a member of the MCSEC staff between booking and confirmation, the Parents have the right to cancel this contract at any time within 14 days of the day after We send You the Course Confirmation. In such circumstances



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the Deposit will be refunded together with any balance of the Course Fee paid, pro-rated if MCSEC has already started to provide any services under this contract. To cancel a Course booking, you need to inform MCSEC in writing. Information about the right to cancel and how to cancel is set out in the MCSEC's cancellation notice and form published on the MCSEC website.

7.1.2 If, after the expiry of the 14 day cancellation period in 7.1.1 above, but no later than 6 weeks before the Course Commencement Date, You cancel the Student's place on the Course, MCSEC will retain the Deposit and repay to You any other monies that You have already paid.

7.1.3 If You cancel the Student's place on the Course after 6 weeks before the Course Commencement Date, no refund will be forthcoming. We shall be entitled to retain the full amount that you have already paid to us.

7.1.4 If MCSEC cancels the Course before it commences You will receive a full refund of the Course Fee if paid.

7.2 MCSEC will refund any money received using the same method and account originally used by You. Any payment will be made within 30 days of you providing MCSEC with notice of cancellation.

7.3 If You withdraw the Student from the Course during the Course Dates, MCSEC shall not refund the Course Fee or any part of it.

8 How to contact each other

8.1 You can contact us in writing at Marlborough College School of English and Culture, Marlborough, Wiltshire SN8 1PA, or at the email address adminsec@marlboroughcollege.org. We can contact You at either the email or postal address You provide to us when submitting the Booking Form.

8.2 You must make sure MCSEC have any change to Your email or postal address.

9 Transfer of rights and obligations

9.1 You may not transfer your contract with Us, without Our prior written consent.

9.2 We can transfer our contract with you, so that a different organisation is responsible for supplying your product. We will tell you in writing if this happens and will ensure that the transfer won't affect your rights under the contract

10 Severability

10.1 If any of these terms and conditions are determined by a court or other authority to be invalid, unlawful or unenforceable, that term or condition will be severed from the contract but the remaining terms will continue to apply.

11 Data Protection and Privacy

11.1 We process information about You and the Student in accordance with the Privacy Policy which is accessible on the following website <https://www.mcsec.co.uk/privacy-policy>. You agree that personal information about You and / or the Student may be shared between Us and any third party as necessary in accordance with applicable data protection laws.

11.2 You agree to Us making use of photographs or images (including video recordings) of the Student for: use in Our promotional material including Our website or social media; press and media purposes; or as part of the Course or extra-curricular activities. You can email Us at adminsec@marlboroughcollege.org if you want to opt out.



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12 Insurance

- 12.1 You are responsible for arranging any medical and / or travel insurance for the Student and may wish to obtain independent advice on these before the Student travels to attend the Course.
- 12.2 You are also responsible for insurance of the Student's personal property whilst they are attending the Course or are on the way to and from Course.

13 General matters

- 13.1 Only You and We are parties to this contract. Neither the Student nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 13.2 This contract together with each matter relating to the provision of the Course by MCSEC is governed by the laws of England and Wales. You can bring claims against us in the English courts, and we can bring claims against you in the English courts. If you live in Wales, Scotland or Northern Ireland, you can also bring claims against us in the courts of the country you live in, and we will bring claims against You in that country.

14 Complaints

- 14.1 If you have any complaints about the Course, please raise this with us by contacting the Director of Enterprise of Marlborough College by email at adminsec@marlboroughcollege.org You may refer to MCSEC Complaints Policy for more information, available via the following link: <https://www.mcsec.co.uk/policies-reports>

15 Travel Arrangements

- 15.1 All travel details need to be confirmed in writing as to any changes that may occur. The cost of excess baggage is entirely the responsibility of the Student and MCSEC will not pay this charge under any circumstances. Please check the airline's policy before travelling.
- 15.2 In the event of delays or cancellation at the Student's outward or homeward point of departure, it is not MCSEC's responsibility to organise alternative accommodation or travel plans.
- 15.3 Until the Student is met by MCSEC staff at the designated meeting points for travel arrangements, including but not limited to air, bus or train transportation, You will maintain full responsibility for the supervision and well-being of the Student during travel to and from the said meeting points.

16 Visiting a Student

- 16.1 Parents and friends are welcome to visit the Student on a Course. 24 hours' notice must be given in writing to Director of Enterprise of Marlborough College in Head Office, prior to any visit to the campus. If the Student is to be taken out of the school or out of the care and responsibility of our staff during an excursion, you must provide written permission by signing an absence form. Any visits to boarding houses must be supervised by a member of staff.
- 16.2 Due to logistics and to ensure a smooth running of a pre-planned itinerary, it is not possible to visit a student whilst they are on an excursion.

17 Visa Support & Refusal

- 17.1 It is your responsibility to determine how far in advance you need to apply for a visa and to allow sufficient time to obtain a visa including any delays caused by the issuing visa office. We strongly recommend applying for a visa as soon as possible.
- 17.2 Should the Student require a visa to travel to the UK, we will issue a visa support letter ("Visa Support Letter") for a Standard Visitor visa application upon payment of the Deposit. Please note we require a copy of the Student's passport and visa.



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- 17.3 We will need to see and inspect the Student's passport and visa or other proof of their UK immigration permission before their Course begins. Copies of those documents relating to their immigration status will be retained by Us in accordance with Our data protection policies.
- 17.4 Where a Course booking is made within 4 weeks of the Course Commencement Date.:
- 17.4.1 we will only issue a Visa Support Letter once our Fees have been paid in full;
- 17.4.2 if the visa application is still being processed at the Course Start Date then we will offer you either:
- (a) a refund of any Fees paid less the Deposit; or
 - (b) a credit note in full for the following year.
- 17.5 If the Student's visa is refused or delayed:
- 17.5.1 in the event of a visa refusal a refund of any Course Fees paid will be issued, less a £200 administration fee, only if no later than two weeks prior to the Course Commencement Date:
- (a) You inform Us of the refusal; and
 - (b) You or the Student forward Us a copy of UK Visas and Immigration's (UKVI) visa refusal letter; and
 - (c) We are satisfied that none of the exclusions in 17.5.2 below apply.
- 17.5.2 We will not offer a refund in the event a visa application is refused or not issued in time for the Student to travel to the UK for the Course Commencement Date in any of the following circumstances:
- (a) the visa application was not submitted with sufficient time allowed before the Course Commencement Date taking into account current visa processing times as indicated by UK Visas and Immigration (UKVI);
 - (b) all required documentation as indicated by UK Visas and Immigration (UKVI) was not submitted with the application;
 - (c) You are unable 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;
 - (d) the visa application is refused because the Student has used deception in either this or a previous application for a visa, or the application is refused for criminality or other good character grounds;
 - (e) You do not notify Us at least two weeks prior to the Course Commencement Date that the Student has not received their visa.
- 17.6 We reserve the right to cancel a booking if a copy of the visa has not been received at least four weeks before the Course Start Date.
- 18 Student Obligations & Code of Conduct**
- 18.1 The Student attending the Course agrees to:
- 18.1.1 maintain an immigration status that entitles them to undertake the Course;
 - 18.1.2 attend all classes and Course sessions regularly and on time;
 - 18.1.3 have a level of spoken and written English sufficient to allow participation on the Course;



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- 18.1.4 refrain from using any audio or visual recording equipment during classes or practical sessions; and
- 18.1.5 comply with Our health and safety rules and Our Code of Conduct.
- 18.2 You agree and accept that you have informed the Student of their obligations under the Contract. You agree that you are responsible for the Student fulfilling their obligations and following the Code of Conduct via the following link <https://www.mcsec.co.uk/policies-reports>

Signed for and on behalf of **Marlborough College**
(Signature)

Name of signatory (print):

Position:

Date:

Signed by the **Parent**
(Signature)

Name of signatory (print):

Date:

Signed by the **Parent**
(Signature)

Name signatory (print):

Date: