



HOLIDAY COURSE TERMS AND CONDITIONS

1 Terminology

- 1.1 **The College:** means Epsom College as now or in the future constituted (and any successor). Epsom College is constituted as a limited company with charitable status, registered in England with company number 4009200 and charity number 312046.
- 1.2 **The Booking Form:** means the Online Booking Form provided by the College for the purpose of booking a place for the Child on the Course.
- 1.3 **Course:** means the course or courses as applicable to be undertaken by the Child as selected by the Parent on the Booking Form.
- 1.4 **Course Fees:** means the Fees payable by the Parent for the Course as set out in Booking Form.
- 1.5 **The Parent or You:** means any person who has signed the Booking Form and/or who has accepted responsibility for a child's attendance on the Course.
- 1.6 **Child:** means the child named on the Booking Form and/or the child who attends the Course.

2 General terms and conditions

- 2.1 **Enrolment procedure:** You understand and agree that:
- 2.1.1 You can book a place on the Course for the Child by submitting a completed Booking Form and paying the Course Fees.
- 2.1.2 No booking is accepted until the College confirms to You that it has received a completed Booking Form and the Course Fees. At this time a legally binding contract between You and the College is formed on these Terms and Conditions and the Booking Form.
- 2.2 **Payment of Course Fees:** You must pay the Course Fees in full and online via SagePay when submitting the Booking Form.
- 2.3 **Information for parents:** The College provides You with information about itself and the Course. We provide this in good faith. This information may be contained in the website or promotional literature or in statements made by staff. If You wish to take account of information provided to You when deciding whether to enter into this agreement then you should seek specific confirmation from the booking team that the information is accurate before submitting a completed Booking Form.
- 2.4 **Changes to the booking:** The College agrees that You may request to change the Child's booking and agrees to consider such requests subject to the availability of the relevant dates or Course. The requested change shall be determined at the sole discretion of the booking team whose decision shall be final. Please note that the College resources the courses according to the number of bookings and it will not be possible to refund Course Fees if You request a reduction in the Course content.
- 2.5 **Changes to the Course:** The College reserves the right to make changes to the Course (including any change to the timetable or the hours required for the Course) and other activities at any time and for such reasons as may be reasonable and appropriate to the effective delivery of services by the College. The College will endeavour to provide notice of a change and the reason for it as soon as practicable.
- 2.6 **Personal possessions:** The Parents understand and agree that:
- 2.6.1 The Child must not bring valuable possessions to the College. If the Child does bring a valuable item with him/her, the Child is responsible for the security and safe use of that item.
- 2.6.2 Unless negligent, the College is not able to accept responsibility for any lost, stolen or damaged personal possessions brought to the College by the Child.
- 2.7 **Damage:** The full cost of repairing any damage caused by the Child to College property or equipment, or to the personal property of another Child, will be charged to the Parent. The Parent agrees that such payments to repair damage caused will be made by the Parent in full by bank transfer or online transfer.
- 2.8 **Liability and disclaimer:** You understand and agree that:
- 2.8.1 The Course been risk assessed by College staff and is deemed to meet health & safety requirements. The College does not accept responsibility for death or personal injury, except in cases where its staff have been found to be negligent.

2.8.2 If You do not wish the Child to partake in any particular activity, You must inform the College in writing at the time of booking.

2.9 **Photographs or images (including video recordings):** The College may obtain and use photographs or images (including video recordings) of the Child for:

2.9.1 use in the College's promotional material such as the prospectus, the website or social media;

2.9.2 press and media purposes;

2.9.3 instructional purposes as part of the Course.

The College may seek specific consent from the Parent or the Child before using a photograph or video recording where the College considers that the use is more privacy intrusive.

2.10 **Complaints:** If You are not happy with any aspect of College service, You must let the College know so that it has the opportunity to investigate and rectify the situation.

3 Cancellation

3.1 **Cancellation policy:** If You need to cancel the Course for any reason before it begins, You must inform the College in writing immediately. Cancellation takes effect from the date when the College receives your notification. Subject to clause 3.2, the following refunds will apply:

3.1.1 More than 14 days before the Course start date Refund of Course Fees if paid

3.1.2 7 to 14 days before the Course start date Refund of 50% of Course

3.1.3 Less than 7 days before the Course start date No refund or Course Fees
or no notice of cancellation

3.2 **Early cancellation:** Where the contract between the Parent and the College is concluded solely via distance communication (that is, other than by a face-to-face meeting between the Parent and College representative or agent):

3.2.1 You may cancel the contract within fourteen days of the date you submit the Booking Form (**Early Cancellation**). You may cancel online by logging into your account or use the Cancellation Form published on the College Website at;
<http://www.epsomcollege.org.uk/information-for-parents>

3.2.2 where You require Early Cancellation, the College shall make any refund of all or part of the Course Fees paid by You in accordance with its Cancellation Notice published on the College Website <http://www.epsomcollege.org.uk/information-for-parents> If Early Cancellation occurs after the Course has started the College may retain a proportion of the Course Fees to reflect the proportion of the Course provided by the College.

3.3 **Early withdrawal:** Once the Course has started if You decide to withdraw the Child from the College, or if the Child withdraws him/herself before the end of the Course this shall be on the understanding that no refund of Course Fees will be made, save in exceptional circumstances and at the sole discretion of the Course Leader.

4 Child behaviour

4.1 **Holiday Course rules:** You warrant that the Child will at all times when in the care of the College follow the Course rules on behaviour and discipline as set out in the Holiday Course behaviour policy. The Parents should ensure that they and the Child have read the Course rules.

4.2 **Discipline and sanctions:** If the Child does not follow the College rules, You agree that the College may discipline them and /or impose a sanction including exclusion for very serious incidents.

5 Governing law

5.1 **Governing law:** The contract between the College and You together with each matter relating to the provision of services by the College is subject exclusively to the laws and courts of England and Wales.