WHITGIFT

ONLINE SUMMER SCHOOL 2021

TERMS & CONDITIONS, WHITGIFT ONLINE SUMMER SCHOOL 2021

1. Terminology

1.1 **The School/We:** means Whitgift School, Haling Park, CR2 6YT, South Croydon, London. Whitgift School is a part of the Whitgift Foundation, a registered charity (Charity Number 312612).

1.2 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 Whitgift Online Summer School.

1.3 **Student:** means the child named on the Booking Form and/or the child who attends the Whitgift Online Summer School.

1.4 **Deposit:** means the amount payable to Whitgift Summer School in order to complete the booking procedure. Once received by the School, the Deposit will be deducted from the balance of fees payable by the Parent.

1.5 **The Booking Form:** means the Booking Form provided by the School or its agent for the purpose of booking a place for the Student on the Whitgift Online Summer School.

2. Enrolment

These Terms and Conditions: In all cases, irrespective of whether the Parent completes the Whitgift Online Summer School Booking Form or a Booking Form provided by an agent, these Terms and Conditions will apply to the agreement between the Whitgift Summer School and the Parent and will supersede any Terms and Conditions provided by the agent.

2.1 Places on each course are strictly limited and you are advised to apply as early as possible.

2.2 An enrolment is not confirmed until the deposit of £200 has been received and it has been acknowledged in writing by Whitgift Summer School. A parent has 7 days from the date of booking to pay the requested deposit in order to secure the booking.

2.3 Please note that the initial deposit of \pm 200 per course is non-refundable and is part of the full fee, and not an additional cost.

2.4 Full payment must be received by Whitgift Summer School by 1 June 2021. If payment is not received by this date, Whitgift Summer School reserves the right to cancel the Student's place on the course and the deposit payment will be forfeited.

2.5 If an application is made and accepted after 1 June 2021, full payment must be made at the time of the booking.

2.6 If incorrect information or misinformation is provided at application Whitgift Summer School reserves the right to ask the Student(s) to leave the course. In this case, there will be no refund of the course fees.

2.7 Once a Student has registered, name changes will not be allowed. Any amendments to the registration process, if possible and subject to availability, will incur an administrative fee of £50.

3. Cancellation

3.1 Please contact us immediately if you need to cancel your course.

3.2 If you cancel before the 1 June 2021, your fees will be returned to you, less the deposit which is non refundable.

3.3 If you cancel after the 1 June 2021, the full fee will be forfeited. Whitgift Summer School is unable to offer any insurance to cover the cost of the course.

3.4 Please note, bookings are non-transferable.

3.5 Any unused portion of the course fee is non-refundable.

4. Liability

4.1 Force Majeure: An event beyond the reasonable control of the parties to this agreement is a Force Majeure Event. Such events include, but are not limited to, any worldwide event or act of God (such as war, disease outbreak, natural disaster or terrorist attack). The School reserves the right to cancel a course or programme in the case of such an event.

4.2 If the School is prevented from or delayed in carrying out its obligations under this agreement by a Force Majeure Event, it shall immediately notify the Parent in writing and shall be excused from performing its obligations while the Force Majeure Event continues.

4.3 It shall be a condition of the contract between the Whitgift Summer School and the Student or his or her parent or guardian, that Whitgift Summer School shall not, in any way, be liable to the Student or the parent or guardian in the event that any service contracted to be supplied by Whitgift Summer School becomes impossible to supply due to reasons outside our control.

4.4 The School can take any fair and reasonable action it considers appropriate should a situation arise which is not covered by these Terms and Conditions.

4.5 The School accepts no responsibility for a poor internet connection on the part of the student.

4.6 It is the responsibility of the agent/parent/student that any firewalls do not prevent the exchange of data on Microsoft Teams.

5. Health and Welfare

5.1 Student's health: The Parent agrees to inform Whitgift Summer School, when completing the Further Details Form, if the Student suffers from any pre-existing illnesses and any learning and behavioural difficulties.

6. Course Rules

6.1 If Students participating in the Online Whitgift Summer School do not follow the School rules as set out in the Student Handbook, Whitgift Summer School reserves the right to discipline them.

6.2 By signing the acceptable use policy, students agree to abide by the framework for responsible use of technology and online activities to ensure the safety and privacy of all students and staff.

6.3 Serious Breaches of Course Rules: A Student can be excluded for grave breach of Whitgift Summer School discipline. The following examples of behaviour, which may lead to the Student to be sent home, are not exhaustive and are included for illustrative purpose only:

6.3.1 Abusive behaviour including harassment, bullying, actual or threatened violence, damage to personal property and verbal or other abuse on racial, sexual or religious differences.

6.4 Once the decision has been made to exclude a Student from the course, they will be withdrawn from all lessons. Whitgift Summer School reserves the right to refuse admission based on previous poor behaviour e.g. official warnings as detailed in course rules.

7. Marketing

7.1 Whitgift Summer School sometimes uses photographs or video footage of the Students in promotional material. If the Parent does not wish the Student to appear in such material, they must inform Whitgift Summer School in writing. We will confirm the receipt of your request.

7.2 Students and the parent or guardian are asked to complete a course evaluation form at the end of the course. Unless the Parent writes to tell us this is not acceptable, we may use any comments in future promotional material.

8. GDPR

8.1 The School complies fully with the latest General Data Protection Regulation (GDPR) guidelines. From time to time, the School will share student details with appropriate third parties as necessary; for example, medical services. If the Parent does not wish the Student's details to be shared with appropriate third parties, they must inform the School in writing.

For further information, please click on the following $\underline{\mathsf{link}}$ to read the Whitgift School Privacy Notice

9. Governing Law

9.1 These Terms and Conditions form the basis of any contract between the School and the Parents/Guardian or Agent. The contract is provided in English, and is subject exclusively to the laws and courts of England and Wales.