# STONAR SCHOOL SHORT COURSES (OR SSC) TERMS AND CONDITIONS 2023

# The Contract

A legally binding contract for the provision of educational services is formed on the basis of these Terms and Conditions together with the confirmation letter offering your child a place on the particular course, the fees for the course as detailed on the website and the relevant course brochure and your completed online booking form.

# Booking and Payment Terms

- 1.1 Stonar Short Courses (SSC) are currently accepting bookings for 2023. Booking should be made using our online booking form which is available via our Website.
- 1.2 All booking forms submitted are subject to acceptance by SSC. We will process each booking and email to confirm whether your booking has been accepted. The Contract between us will only be formed when we send you the booking confirmation.
- 1.3 Once a booking has been confirmed, a deposit of 40% of the full amount will be required within 14 working days on receipt of the invoice, or the full amount immediately on receipt of an invoice for any bookings confirmed after 26 February 2023 for the Easter camp and 18 June 2023 for the Summer camp. The balance payment must be received by the above dates. Students booking after these dates for their respective camps must send full payment on confirmation of booking.
- 1.4 All payments must be in pound sterling. Please reference all bank payments with name, student reference number and invoice number from your booking confirmation. All international bank transfer charges are to be paid by the sender. Please send an email to <a href="mailto:shortcourses@stonarschool.com">shortcourses@stonarschool.com</a> identifying student name, amount paid and date of payment.
- 1.5 If you wish to pay by credit or debit card, contact us at **shortcourses@stonarschool.com** or 0044 (0) 1225 701748.
- 1.6 SSC reserves the right to cancel a booking if:
- Deposit has not been paid in full within 14 working days of the due date, or
- Remaining balance has not been paid four weeks before the course begins.
- 1.7 SSC are happy to accept childcare vouchers as part or full payment for its short courses. Please contact SSC for further details on how to pay using childcare vouchers.

- 2. Cancellations/Refunds
- 2.1 You may cancel your booking at any time. To cancel your booking, you need to inform SSC in writing.
- 2.2 If you cancel your booking, unless replaced by an equivalent booking, cancellations will be charged as follows:
- Before 23 February 2023 for Easter camp or 18 June 2023 for summer camp: Loss of deposit (40%)
- After (and including) 23 February 2023 for Easter camp and 18 June 2023 for summer camp: Loss of full fees (100%)
- 2.3 Bookings may be cancelled in writing within 14 working days of booking submission. In this case the payee will receive a full refund unless the Student has already started the course.
- 2.4 If SSC cancel your Course before it commences, you will be eligible for a full refund unless you would like to change to another Course. In this case, you will be refunded the difference if you move to a cheaper Course but you will need to pay the difference if you move to a more expensive Course.
- 2.5 SSC will refund any monies received using the same method originally used when taking the booking.
- 2.6 SSC strongly advise insuring against cancellation.
- 2.7 SSC has the right to remove a Student from any Riding Course on Health and Safety grounds if their spoken English is not of an acceptable standard. In such an instance, no refund will be given.
- 2.8 SSC has the right to remove a Student if their behaviour is deemed unacceptable. In such an instance, no refund will be given.
- 3. Visas and Passports
- 3.1 Visa/Passport applications are the responsibility of the Student. Where visa applications are refused before the start of the course, fees will be refunded upon presentation of supporting original documentation from the British Embassy. If, however, this happens less than 2 weeks before the expected arrival, the booking deposit (40% of full fees) will be withheld. As it is a legal requirement that schools keep copies of passports of visa nationals, all Students must bring their passport/identity card with them on the first day of their Course for checking.
- 3.2 Students must attend every day and punctually. Visa nationals must inform the school of any student absences or they will be reported to the Immigration Authorities. No refund will be given in such circumstances.

- 4. Code of Conduct
- 4.1 SSC reserves the right to permanently remove a Student on any of the following grounds:
- (a) If following disciplinary action by SSC, the Student continues to be abusive, aggressive, violent or threatening (both verbally and physically); or
- (b) In the reasonable opinion of SSC, the Student's behaviour is putting the wellbeing of the other students, staff or himself/herself at risk.
- 4.2 If a Student is permanently removed then the parents will be notified in writing.
- 4.3 If parents have not made arrangements for the removal of the Student within 48 hours of notification of removal, SSC reserves the right to place the Student with a guardian family which has been assessed by Stonar School (in its discretion) as suitable for children and which has DBS (Disclosure and Barring Service) clearance, and whose contact details will be given to parents.
- 4.4 The parents shall be responsible for costs, charges and expenses incurred as a result of such removal including, but not limited to, any damage caused by the Student, any additional care, accommodation and transport. Fees are not refundable if the Student is asked to leave on this basis.
- 4.5 If the Student is permanently removed from the Course, there will be no refund of fees.
- 5. Health
- 5.1 SSC accepts students on the assumption that they are in good health.
- 5.2 It is the responsibility of the Student's parents to inform SSC of any particular health or special needs requirements at the time of booking. The School must be notified promptly of any absences through illness. The School must be notified of suspected or known infectious diseases so that appropriate action can be taken.
- 5.3 Stonar School and SSC staff/first aiders will administer over the counter medicines (such as cold and flu medication, allergy tablets) as necessary, except when advised by parents not to as per the Medical Form.
- 5.4 It will depend on each Student's eligibility whether or not they are entitled to free medical care and treatment while in the UK at either a doctor's surgery or at a hospital. To obtain further information, please visit the UK's Department of Health's website at <a href="https://www.dh.gov.uk">www.dh.gov.uk</a>
- 5.5 If urgent medical treatment is required, SSC shall use all reasonable endeavours to seek the parents' consent. However, when this is not possible in the circumstances, the parents authorise SSC to give consent on behalf of the Student to receive such medical treatment.

5.6 In the event that the Student is taken to hospital, an authorised member of staff will accompany the Student. If the hospital's advice is that the Student is to stay for more than 24 hours, a parent or delegated responsible adult will be required to attend the hospital to take over care of the Student from the authorised member of staff within 48 hours from the time of admittance.

# 6. Insurance and Liability

- 6.1 SSC strongly advises that all students attending courses are insured against cancellation, accident, illness, loss of personal property and damage to third party property. Students are responsible for any damage caused to Stonar School property during their stay.
- 6.2 SSC liability for losses you suffer as a result of us breaking this agreement is strictly limited to a refund of the booking total only.
- 6.3 SSC shall not accept liability for any loss or damage to any property of the Student. Students are responsible for the security and safe use of all their personal property and for property lent to them by SSC or the School.
- 6.4 This clause does not limit in any way our liability resulting in any death or personal injury caused by Stonar School Short Courses.

#### 7. Residence

- 7.1 SSC will act 'in loco parentis' for students in accommodation provided by Stonar School. In the case where students do not follow the regulations set by SSC, the parents will be contacted. If this behaviour continues, the Student may be asked to leave the course and return home.
- 7.2 To avoid any loss, all residential students' passports and international travel tickets will be retained by SSC staff from arrival at the SSC Residence until departure.
- 7.3 SSC recommends that all resident students entrust SSC House Parents with their spending money upon arrival at the SSC Residence. The spending money will be made available to students during excursions and tuck shop. SSC shall not accept liability for any loss of property of the Student.
- 7.4 Choice of rooms is not guaranteed. Stonar School boarding facilities hold single, twin and multi-bedded rooms.
- 7.5 All residential students must complete the SSC Medical Form. SSC reserves the right to cancel a booking if the medical form has not been completed prior to the Student's arrival at the SSC Residence.

# 8. Punctuality

8.1 Students must arrive and depart on published course dates and adhere to timings where possible.

8.2 It is compulsory for student's to arrive to sessions/activities on time and be present for all registrations throughout their stay.

#### 9. Short Courses School Closures

In the event that the School is unable to perform its contractual obligations by reason of events outside our reasonable control including, without limitation, strikes, lock outs and other industrial disputes, breakdown of systems or network access, Force Majeure, explosion or accident. As defined herein the School shall be under no obligation to refund any part of any fees paid. An occurrence shall mean an event beyond the control and without the fault or negligence of the party affected and by which exercise or reasonable diligence the said party is unable to prevent or provide against.

#### 10. Amendments

- 10.1 SSC reserves the right to make changes to arrangements that may prove necessary. However, SSC will endeavour to notify any significant changes in writing as early as possible. In the case of cancellation of a Course, SSC will use all reasonable endeavours to provide a comparable replacement. In case of non-acceptance or no suitable alternative course being available, the booking will become invalid and all monies received returnable to the Student.
- 10.2 SSC reserves the right to vary details of the courses offered without notice.
- 11. Confirmation/Notices
- 11.1 By completing the online booking process, you confirm that you have read and agreed to SSC's Terms & Conditions.
- 11.2 All notices given by you must be sent to:

#### **Postal**

Short Courses Stonar School Coombe Lane Atworth Wiltshire SN12 8NT UK

#### OR

#### **Email**

# shortcourses@stonarschool.com

11.3 We will give notice to you at either the email or postal address you provide to us when making a booking.

- 11.4 Notice will be deemed received and properly served immediately when posted on the Site, 24 hours after an email is sent or three days after the date of posting of any letter.
- 11.5 It is the responsibility of the Booker to make sure SSC have up to date contact details and any change of email/postal address so their records are correct at all times.

# 12. Disability

In order to discharge our obligations under the Equality Act 2010, students with disabilities are asked to provide sufficient information about their disability at the time of booking to enable us to consider whether reasonable adjustments can be made to accommodate them.

#### 13. Medical Form

- 13.1 SSC will issue a Medical Form for each child attending, which must be completed and returned prior to arrival. It is understood that your child will not able to attend SSC without completed the Medical Form.
- 13.2 Failure to disclose any medical or psychological issue that could affect your child's ability to participate fully, or may be at detriment of another student's enjoyment of SSC, may result in them being removed from the Course. In this instance, SSC is not obliged to reimburse any fees.

# 14. Photographs/Video

Stonar School authorised staff will take photographs or video throughout the event that may be used for their publications or marketing purposes for SSC in the future. We would not disclose the full name of the child without the parents' consent. Please note that any photographs and/or videos that appear in Short Courses publications will have been taken following Safeguarding guidelines.

#### 15. Insurance

- 15.1 SSC strongly advise insuring against cancellation as this is the only way of ensuring that your money is refunded to you if you cannot attend.
- 15.2 SSC cannot be responsible for the loss or damage of personal possessions and we advise you to have the appropriate cover during your child's stay.
- 16. Our Right to Vary These Terms and Conditions
- 16.1 SSC have the right to revise and amend these terms and conditions to reflect changes in the market affecting our business, technology, payment methods, relevant laws and regulatory requirements and our system's capabilities.
- 16.2 You will be subject to the policies and terms and conditions in place at the time that the Course was booked.

#### 17. Law and Jurisdiction

- 17.1 Contracts for the purchase of Courses through the Website and any dispute or claim arising out of or in connection with them or their subject matter will be governed by English Law.
- 17.2 Any dispute or claim arising out of or in connection with such Contracts shall be subject to the exclusive jurisdiction of the courts of England.

# 18. Data Protection

SSC collects personal data about the Parent(s) and the Student in accordance with data protection legislation, including the GDPR and Data Protection Act 2018. Please see our Data Protection Policy via the School's main website for more information about how SSC obtains and uses the Student's and Parent's personal data.