

The Perse School

Summer School Terms and conditions

1 Introduction

- 1.1 The School organises a variety of Summer courses for children aged 7 to 14 (or up to 17 for specified courses) years during the summer holidays (the Perse Summer School) as part of the wider commercial arrangements of its business. The Perse Summer School is operated on The site of The Perse Upper School or on other facilities contracted for the purpose of specific courses. Further details of the courses are set out on the Perse Summer School website. Fluency in spoken English is a requirement for all of our courses. As a guide, this should be at least I.E.L.T.S. Level 5.5/Cambridge Level B2. For courses which involve writing, pupils should also be able to write English fluently and should be at I.E.L.T.S. Level 6.5/Cambridge Level C1. Details of I.E.L.T.S and Cambridge language qualifications can be found [here](https://www.cambridgeenglish.org/exams-and-tests/cefr/) (<https://www.cambridgeenglish.org/exams-and-tests/cefr/>). If your child is not yet at this level, we do work with agents to offer alternative courses. If you would like to book one of these courses, please email us on summerschool@perse.co.uk so we can refer you on to one of our agents.
- 1.2 **Terms and conditions:** These terms and conditions together with the completed Reservation and Consent documentation on the Summer School online booking portal are the basis of a legally binding contract between the Parent and the School for the provision of educational services.

2 Terminology

- 2.1 **Reservation and Consent Form:** means the Reservation and Consent documentation which is accessed through the Perse Summer School online booking portal to be completed by parents when applying for a place on a Summer course for their child.
- 2.2 **The School or We or Us:** means The Perse School as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee.
- 2.3 **Course:** means the Course to be undertaken by the Student including any additional services requested (such as wrap around care) on the Reservation and Consent Form as confirmed by the School.
- 2.4 **The Course Fees:** means the Fees for the Course as set out on the Reservation and Consent Form.
- 2.5 **The Parent or You:** means the parent or legal guardian of the Student and who has submitted the completed Reservation and Consent Form.
- 2.6 **The Deputy Head:** means the Deputy Head (International Schools and Projects) of the School.
- 2.7 **Student:** means the person named on the Reservation and Consent Form for whom a place on a Course has been confirmed by the School.

3 Reservation and Consent for a Place on a Course

- 3.1 **Reservation and Consent:** The Parent may book a place on the Course for the Student by completing the Reservation and Consent Form and submitting this to the School together with payment of the Course Fees.
- 3.2 **Consideration of booking:** A booking will only be considered by the School if the Reservation and Consent Form is fully completed and the Course Fees paid in full.

3.3 **Availability:** Places on the Course are subject to availability. The Student's place on the Course is booked when the School confirms to the Parent that the booking has been accepted. If a place is not available the Course, Fees will be refunded to the Parent (see also section 4). A legally binding contract is formed on the terms and conditions described in clause 1.2 when the School confirms that the Student's place on the Course is booked.

3.4 **Equality:** The School welcomes students from many different ethnic groups, backgrounds and creeds. We will do all that is reasonable to ensure that the School's culture, policies and procedures are made accessible to students who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and students who have disabilities for which, after reasonable adjustments, we can cater adequately.

4 Fees and Cancellation

4.1 **Payment of the Course Fees:** The Course Fees are payable on completion of the Reservation and Consent Form.

4.2 **Non-payment of Course Fees:** The School reserves the right to refuse to confirm the Student's place on the Course until the Course Fees are paid in full.

4.3 **Refund or waiver:** Subject to 4.6 below, Fees will not be refunded or waived:

4.3.1 if the Student does not attend or complete the Course; or

4.3.2 if the Course duration is shortened; or

4.3.3 for any reason other than exceptionally and at the sole discretion of the Deputy Head.

4.4 **Cancellation:** means the cancellation of the Student's place by the Parent on the Course in writing to the Deputy Head (summerschool@perse.co.uk) which occurs after submission of the Reservation and Consent Form and before the start of the Course.

4.5 **Cancellation rights:** You have a right to cancel this agreement at any time within 14 days of the date of receiving confirmation of the booking from the School. In such circumstances the Course Fees will be refunded. (Course Fees will be pro-rated if any part of the Course has been delivered). Please see our cancellation notice and cancellation form on the Perse Summer School website.

4.6 **Course Fees on Cancellation:** If notice of Cancellation is received by the School after the 14 day period described in clause 4.5 there will be no refund of the Course Fees paid.

4.7 **Cancellation by the School or alteration of the Course:** The School reserves the right to cancel or alter a Course at any time. If the School cancels a Course, the Course Fees will be refunded and pro-rated if any part of the Course has been delivered. Where possible, the School will offer an alternative Course. The Parent may reject the alternative course and receive a refund in full or in part of Course Fees or they may accept the alternative Course. If the Parent accepts the alternative course for which the Course Fees are less, the balance of the Course Fees will be refunded. If the Student attends an alternative course for which the Course Fees are greater, the Parent will be required to pay the balance immediately.

4.8 **Childcare vouchers:** If the Parent has paid the Course Fees using childcare vouchers and is entitled to a refund in accordance with these terms and conditions, the School will:

4.8.1 refund the Course Fees paid by childcare vouchers to the provider; or if this is not possible

4.8.2 retain the Course Fees paid by childcare vouchers as a credit on the Parent's account.

4.9 **Communication:** The School reserves the right to send information about the Course to you by email or by post. The Parent must inform the School of any changes to the personal details provided on the Reservation and Consent Form by email to the Deputy Head at summerschool@perse.co.uk.

4.10 **Early and Late Stay Fee:** the School reserves the right to charge early and/or late stay fees where these are not pre-booked by the Parent and a child is dropped-off early or collected late from the School outside the published Course hours. Details of early and late stay fees are set out on the website: <https://peresummerschool.co.uk/faqs/>

5 Education and welfare

5.1 **Provision of education and welfare:** The School will exercise reasonable care and skill in providing educational services and pastoral care for the Student. In ensuring the student's welfare the School will follow its Safeguarding and Child Protection Policy and wider safeguarding policies including the Anti-Bullying Policy and E-Safety Policy.

5.2 **Organisation of the Course:** We reserve the right to organise the Course and its delivery in a way which, in the professional judgement of the Deputy Head, is most appropriate to the Course as a whole. We will endeavour to inform You of changes and the reasons for them as soon as practicable. Please see also clause 4.7.

5.3 **Complaints:** Any question, concern or complaint about the pastoral care or safety of the Student must be notified to the Senior member of staff on duty for the week or the Deputy Head or Designated Safeguarding Lead as soon as practicable. Any question, concern or complaint about an educational issue or other matter connected to the Perse Summer School must be notified to the Senior Member of staff on duty or Deputy Head as soon as practicable. Every reasonable complaint shall receive fair and proper consideration and the Parent will be provided with a timely response to any reasonable concern raised.

5.4 **Medical care:** The Parent must comply with the School Nurse's recommendations which may include a reasonable decision to send the Student home if he / she is unwell or unable to continue on the Course.

5.5 **Confidentiality:** The Parent authorises the Deputy Head to override his / her rights and (so far as they are entitled to do so) the Student's rights to confidentiality, and to impart confidential information on a "need to know" basis where necessary to safeguard the Student's welfare or to avert a perceived risk of serious harm to the Student or to another person at the School or to inform members of staff about the Student's particular needs.

5.6 **Student's personal property:** The Student is responsible for the security and safe use of all his / her personal property including money, mobile phones or devices, watches, computers, and for property lent to them by the School.

5.7 **Insurance:** The School maintains those insurances as required by law. The Parent is responsible for any other insurance including insurance of the Students personal property whilst at School or on the way to and from School or any activity away from School premises organised by the School.

5.8 **Liability:** Unless negligent or guilty of some other wrongdoing causing injury, loss or damage, the School does not accept responsibility for accidental injury or other loss caused to the Student or for loss or damage to property.

6 Student behaviour

6.1 **Behaviour and conduct:** The Parent accepts that the Student will be subject to the Perse Summer School rules on behaviour and conduct while attending the Course or associated with the School. The Perse Summer School rules can be accessed on its website <https://peresummerschool.co.uk/perse-summer-school-rules/> or requested in writing to the Deputy Head.

- 6.2 **Sanctions:** The Parent accepts that the Deputy Head may impose an appropriate sanction on the Student following breach of the Perse Summer School rules which for more serious breaches may include requiring the Student to leave the Course temporarily or permanently.
- 7 **General contractual matters**
- 7.1 **Data Protection:** We use the information collected about You and the Student to provide the Course and to fulfil our statutory duties. Our privacy notice for external activities, which contains further information about how we use personal data can be found [here](https://www.perse.co.uk/wp-content/uploads/2018/05/Privacy-Notice-External-Activities-May-2018.pdf): <https://www.perse.co.uk/wp-content/uploads/2018/05/Privacy-Notice-External-Activities-May-2018.pdf> . Please read this carefully. If the Student is aged 12 or over then you must ensure that s/he has read this as well.
- 7.2 **Consumer rights:** Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words alone or in combination infringe the consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.
- 7.1 **Information for Parents:** We provide parents of students and prospective students with information about the School, the Course and the educational services we provide in good faith. This information may be contained in the Course brochure, website or other promotional literature or in statements made by staff. If the Parent wishes to take account of the information provided to them when deciding whether to enter into this agreement he / she should seek specific confirmation from the Deputy Head that the information is accurate before submitting a completed Reservation and Consent Form.
- 7.2 **Third party rights:** Only the School and the Parent are parties to this agreement. The Student or any third party is not a party to it. No person other than a party to this agreement shall have any rights to enforce any term of this agreement.
- 7.3 **Interpretation:** These terms and conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.
- 7.4 **Jurisdiction:** This agreement was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.