



**QUEEN ETHELBURGA'S COLLEGIATE**

**INTERNATIONAL SUMMER SCHOOL**

**SHORT COURSES: TERMS AND CONDITIONS**

**1 About us**

We are Queen Ethelburga's College Limited, a company registered in England and Wales with company number 02573843. Our registered office is at Thorpe Underwood Hall, Thorpe Underwood, Ouseburn, York, YO26 9SZ. Our contact details are given below.

**2 About this document**

This document sets out the terms and conditions on which we will provide the student named on the Registration Form ("the Student") with a Short Course place in our International Summer School.

This document forms part of our contract with you. The other documents which make up the contract are:

- the completed Registration Form
- the <<[QE Short Courses Cancellation Policy](#)>>
- the <<[Code of Conduct and Rules](#)>> and
- our formal offer of a place on the chosen Short Course.

**3 Booking and payment**

Once we receive your Registration Form (together with any additional documents referred to in the Registration Form) we will confirm whether a place is available for the Student on the Short Course for which you have applied. .

If there is space available, we will make a formal offer of a place on the Short Course and we will send you an appropriate invoice for the fee.

Where we are obliged to charge VAT on our fees it will be reflected in our invoices at the appropriate rate.

A non-refundable deposit of £500 must be paid within 30 days of the date on which our formal offer is made (or immediately if the Short Course is due to commence within 30 days of that date). By making this payment you enter into a legally binding contract with us. The balance of the invoice must then be paid no later than six weeks before the date on which the Short Course is due to commence. If the Short Course is due to commence within six weeks of the date on which our formal offer is made, the invoice must be paid in full immediately.

All payments must be made in in pounds sterling (GBP).

We are not responsible for any bank charges you may incur when paying our invoices.

The invoice covers the Student's accommodation, subsistence and participation in all the tuition, excursions and other activities which make up the Short Course. It does not cover airport transfers or other travel arrangements to and from our campus. These may be arranged separately, but only before the final invoice is due, in which case additional fees will be charged at that point.

#### **4 Cancellation**

Your right to cancel is explained in the <<[QE Short Courses Cancellation Policy](#)>> which you should read carefully.

#### **5 Visas and travel arrangements**

It is your responsibility to ensure that the Student has a valid passport and to arrange an appropriate visa, should these be needed for the Student to enter and/or study in the UK.

You are responsible for making and paying for all of the Student's travel arrangements, including airport transfers. We may be able to assist with airport transfers, but at extra cost. You should ask us about this before booking.

#### **6 Short Course content and variation**

We will provide the Short Course in all material respects as it is described in our formal offer.

While we make every effort to ensure that Short Courses are delivered in accordance with the descriptions provided, it may be necessary or desirable for us to make changes to the course provision or delivery. We may need to do so to appropriately manage our resources, to comply with changes in law or with government guidance in relation to our operations or to react to circumstances outside our control. We therefore reserve the right to make reasonable changes to the timetable or content specified for a Short Course (including, where unavoidable, the cancellation of one or more planned excursions or activities) and to make reasonable changes to the content, syllabus and delivery method of a Short Course.

We do not guarantee that we will be able to accommodate requests to change dates or electives once a formal offer of a place on a Short Course has been made. If we are able to do so, we reserve the right to charge an administration fee of £25.

#### **7 Medical and other information**

You must tell us if the Student has any physical or mental conditions which may affect their ability to participate in the Short Course. You must answer all our medical questions fully and accurately.

We shall not be obliged to accept the Student on the Short Course if we reasonably believe that we do not have the expertise, experience or facilities to properly care for them. In these circumstances we shall have the right to withdraw our offer of a place on the Short Course and we shall return any deposit or other amount you have paid to us (less our bank charges) for the Short Course.

If the Student commences the Short Course with a medical condition which has not been disclosed to us, or if such a condition manifests itself during the Short Course, then, as appropriate, we may decline to accept the Student on the Short Course or require the Student to leave the Short Course. In these circumstances no refund of the Short Course fee will be provided and it will be your responsibility to organise and pay for any travel, accommodation or other expenses incurred.

You agree to us arranging any emergency treatment or first aid required by the Student during the Short Course. Although we will make reasonable attempts to contact you (or to contact such other person named in the Registration Form for this purpose), in emergency situations we may not be able to do so and so you agree that we may arrange and consent to such treatment without making such contact. You agree to reimburse any costs which we incur that cannot be recovered under an insurance policy.

Should the Student be injured or become unwell, we may decide that no medical treatment is required, or that only general first aid is required. In each case you acknowledge that we are entitled to exercise our reasonable discretion regarding the need for further medical treatment and that, provided that we have acted reasonably in all the circumstances, you will not hold us liable for any decision not to administer or authorise further medical treatment.

## **8 Insurance**

It is your responsibility to ensure that the Student has adequate travel and medical insurance to cover the costs of any medical treatment that may be required. Your insurance should also cover any additional costs associated with accommodation, travel, transport and/or repatriation.

We will not accept liability for any loss or damage to the Student's property. We advise that you insure the Student's property against such risks. We do not recommend that the Student brings high value items of property to the Short Course.

## **9 Removal of the Student**

We reserve the right to restrict or terminate without notice the Student's participation in the Short Course if:

- the Student fails to adhere to the [Code of Conduct and Rules](#);
- the Student otherwise disruptive or behaves in a way that may be a danger to or upsetting for others;
- the Student is in our opinion is not physically or mentally capable of participating safely in the Short Course;
- who we have reasonable grounds to believe that the Student may be suffering from an infectious disease or other medical issue

If the Student is removed from the Short Course in any of these circumstances no refund of the Short Course fee will be provided and it will be your responsibility to organise and pay for any travel, accommodation or other expenses incurred.

## 10 Damage

You agree to be responsible for the cost of repairing or replacing any of our property which is damaged or destroyed by the Student.

## 11 Data protection and privacy

We will hold and use information about you and about the Student in accordance with our [Data Protection and Privacy Policy](#).

We use photographs and video footage of Short Courses for marketing purposes (on our website, in printed brochures, in other advertising and publicity materials and on our social media channels). These may include images of Short Course students working in class, playing games, attending excursions and engaging in social activities.

Please tell us below whether you consent to the Student's image being used in:

Electronic and printed materials which advertise and/or promote the products and services of Queen Ethelburga's College and which are distributed and used externally (such as in newspaper advertisements)	YES	NO
Electronic materials which advertise and/or promote the products and services of Queen Ethelburga's College and which are published on our website	YES	NO
Electronic materials which advertise and/or promote the products and services of Queen Ethelburga's College and which are published on our social media channels	YES	NO

If you do not tell us explicitly that you consent, we will assume that you do not consent.

You may withdraw consent at any time by sending an email to [shortcourses@qe.org](mailto:shortcourses@qe.org). Even if you do withdraw consent, it may not be possible to change brochures and other printed material or material which we have sent to third parties (such as an advertisement we have sent to a newspaper or external website).

## 12 Our liability to you

We shall be liable to you and/or to the Student only for loss or damage which is a foreseeable result of our failing to comply with these Terms and Conditions or to use reasonable care and skill.

We shall not be liable to you or to the Student for any failure to carry out, or for any delay in carrying out, any of our obligations where that delay or failure is caused by events beyond our reasonable control including acts of God, war, terrorism, industrial disputes (including disputes involving our employees), fire, adverse weather, pandemics, epidemics or disruption resulting from pandemics or epidemics, and national emergencies.

Nothing in these Terms and Conditions excludes or limits in any way our liability to you or to the Student where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; fraud or fraudulent misrepresentation; or breach of your legal rights in relation to the Short Course.

Provided that we have taken adequate precautions in line with the current advice from UK Government and have not otherwise been negligent, we will not be liable in the event that the Student contracts an other easily transmissible disease.

We do not accept any responsibility for belongings (including passports, tickets, cash and valuables) which the Student brings to the Short Course.

We do not accept responsibility for any belongings which the Student leaves behind at the end of the Short Course. Whilst we will remind the Student to pack all their belongings and collect their valuables and documents, we will not accept responsibility if the Student loses or forgets their passport, flight tickets or any other items. Any additional costs (including the cost of obtaining a replacement passport, air ticket or other documentation) incurred by us on behalf of the Student will be charged to you.

### **13 General contractual terms**

The contract between us (which comprises the various documents referred to in section 2 above) shall be enforceable only by you and by us. You may not transfer, assign, charge or otherwise dispose of this contract, or any of your rights or obligations arising under it, without our prior written consent.

The contract is the entire agreement between you and us in relation to its subject matter.

If any provision of the contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification to or deletion of a provision shall not affect the validity and enforceability of the rest of the contract.

If we fail to insist upon strict performance of any of your obligations, or if we fail to exercise any of the rights or remedies to which we are entitled, this will not be a waiver of such rights or remedies and will not relieve you from compliance with those obligations. A waiver by us of any breach by you will not constitute a waiver of any subsequent breach. No waiver by us of any of these Terms and Conditions will be effective unless it is expressly stated to be a waiver and is communicated to you in writing.

No variation of these Terms and Conditions shall be effective unless it is made in writing and signed by or on behalf of us.



All notices you give us in relation to this contract must be given in writing to The International Summer School, Queen Ethelburga's Collegiate, Thorpe Underwood Hall, Thorpe Underwood, Ouseburn, York, YO26 9SZ or by email to [shortcourses@qe.org](mailto:shortcourses@qe.org).

We will give notices to you by letter or email at the addresses you provided in the Registration Form. You must tell us immediately if those details change for any reason.

Notices will be deemed received and properly served 24 hours after an email is sent, three days after the date on which a letter is sent by pre-paid first class post or five days after the date on which a letter is sent by pre-paid airmail. In proving the service of any notice, it will be sufficient to prove, in the case of a letter, that such letter was properly addressed, stamped and placed in the post and, in the case of an email, that such email was sent to the specified email address of the addressee and was delivered to the recipient.

These Terms and Conditions and our contract shall be governed by and interpreted in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales