

Wycombe Abbey Summer Programme

Booking Terms and Conditions



WYCOMBE
ABBEY
SERVICES LTD

Wycombe Abbey Summer Programme is operated by Wycombe Abbey Services Ltd, a private boarding school enterprise incorporated in England and Wales with company number 02510811 and registered office at Wycombe Abbey, Frances Dove Way, High Wycombe, HP11 1PE, United Kingdom.

I. DEFINITIONS

I.1. The following defined terms shall apply to these Terms and Conditions:

Wycombe Abbey / We / Us / Our shall all refer to Wycombe Abbey Services Ltd

Approved Agent	means an agent who has the legal authority to market and sell Courses and bind Wycombe Abbey to the Terms.
Arrival Date	means the date of arrival as described in the Confirmation.
Business Day	means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
Centre Manager	is the person responsible for the day to day running of the Course at the School.
Course	means a two-week course within the Summer Programme.
Course Start Date	means the first day of the Course as described in the Confirmation.
Course Finishing Date	means the last day of the Course as described in the Confirmation.
Deposit	means a deposit of 20% of the Fees per Student for any Course.
School	means the premises at which the Summer Programme will take place located at Wycombe Abbey, Frances Dove Way, High Wycombe, HP11 1PE.
Student	means the person who will be attending the Course.
Student Information Form	means a supplementary form sent to Parents after the initial booking to collect additional information such as medical conditions, travel details, special educational needs and emergency contact details etc..
Summer Programme	means the delivery of residential summer language courses at the School.
Terms	means these terms and conditions as amended from time to time.
UKLC	means UK Language Courses Ltd, a registered company engaged by Us to supply educational services to the Summer Programme.
You / Parent	means the person making the booking on behalf of the Student (who is the parent or legal guardian of the Student) and with whom the legal contract is formed, whether directly with Wycombe Abbey or through an Approved Agent.

2. BOOKINGS

- 2.1. It is advised that You make Your booking application as early as possible as places for Your preferred course are strictly limited.
- 2.2. All direct booking applications must be made by the Parent of the Student being booked onto the Course. Indirect bookings will also be accepted via Approved Agents (see clause 2.6).
- 2.3. All refunds for a cancellation made by Us or You are subject to the Cancellation terms outlined in clause 7.
- 2.4. Your application for a booking on a Course is an offer to enter into a binding contract with Us to purchase a place on the Course. Your offer is only accepted when We send You written confirmation that Your application is accepted or that We are able to offer You a place on the Course (the "Confirmation").
- 2.5. We reserve the right to accept an application if the Student's birthday falls within 12 months of the advertised age range, if it is felt by Wycombe Abbey and the Parents, that the Student is exceptionally suitable for the course. We may also accept or decline Your application at our absolute discretion.
- 2.6. From the date on the Confirmation, a contract will come into existence between Us and You (the "Contract"). The Contract will continue until the Course Finishing Date, unless it is cancelled earlier in accordance with these Terms. Where the booking is made via an Approved Agent, the Contract is formed with Wycombe Abbey and not the Approved Agent.
- 2.7. The Contract will be subject to these Terms and the booking form. These Terms and the booking form set out the entire agreement between You and Us in relation to the Course.
- 2.8. If You think that there is a mistake in the Terms or the booking form or that they do not contain relevant information that You are relying on, please notify Us and ask Us to confirm any agreed changes in writing before You submit Your application.
- 2.9. We will do our best to meet accommodation requests where they have been expressed. Unless explicitly specified as a condition for booking in writing, it will ultimately be at the discretion of Wycombe Abbey whether to accept these requests. Where accommodation arrangements are made, We do this in the interests of mixing students from various nationalities, which means that the common-spoken language is English.

3. BOOKINGS AND LATE APPLICATION

- 3.1. If You submit your application within ten working days of the Course Start Date and You do not receive confirmation or a response from Us with joining instructions within two working days, please contact Us at summerprogramme@wycombeabbey.com.

4. UK CONTACT DATA

- 4.1. If You will be accompanying the Student who is travelling from overseas, We may need to contact You in the two weeks prior to the Course Start Date. You must include Your contact details in the UK when you complete the Student Information Form.

- 4.2. You should wait to receive Our Confirmation before making any travel arrangements. We will not be responsible for any travel or accommodation costs you incur if We have not sent You a Confirmation.
5. DEPOSIT, COURSE FEES AND PAYMENT
- 5.1. The fees payable for each Course (the “Fees”) are published on Our website: [here](#) and may vary from time to time. Once We have accepted your booking and sent You a Confirmation, no variation of these Terms shall be effective unless it is in writing and agreed by You and Us.
- 5.2. Each booking on a Course must be accompanied by payment of the appropriate Fee of either: (a) full payment; or if offered (b) Deposit payment followed by the balance payment not later than 1st May before the Course starts.
- 5.3. Students will not be allowed to attend a Course unless all charges for that Course have been paid before the Course Start Date and We reserve the right to cancel any bookings held on Your behalf after any payment is overdue.
- 5.4. Payment of the Deposit is due when You book a place on a Course. We shall only send You a Confirmation once We have received Your completed application and Deposit payment (or full payment).
- 5.5. The price of airport transfers from airports other than London Heathrow is available on Our website or from summerprogramme@wycombeabbey.com and is payable at the time of booking a transfer. Airport transfer bookings are only confirmed when payment is received following which they are non-refundable in accordance with clause 13.
- 5.6. By booking a place on a Course You confirm that:
- 5.6.1. You are legally capable of entering into binding contracts;
- 5.6.2. You are at least 18 years old;
- 5.6.3. You are booking a Course either as a Parent or as an Approved Agent for an individual Student;
- 5.6.4. You are not booking places on Course which You intend to resell unless You are an Approved Agent;
- 5.6.5. You have read and accepted the Terms defined here;
- 5.6.6. the price of Courses and any additional fees We may charge will be as stated on the Website from time to time, unless there is an obvious error. These prices and additional fees may change at any time;
- 5.6.7. You are responsible for arranging and paying for the Student’s travel to and from the School; and
- 5.6.8. You understand that prices include any applicable Value Added Tax (“VAT”). If the rate of VAT changes before You make any payment due to Us We may adjust the price You pay.
- 5.7. If You are an Approved Agent then You agree to disclose these Terms and Conditions to the Student’s Parent and that he or she agrees and accepts that these Terms and Conditions are binding on them as if he or she had applied on behalf of the Student.

6. MEDICAL CONDITIONS AND PASTORAL CARE

- 6.1. All relevant medical information about the Student must be provided completely and accurately via the Student Information Form. You must inform Us of any relevant medical condition affecting the Student and any treatment or medication which the Student may require.
- 6.2. We will not be obliged to accept a Booking where We reasonably believe that We do not have the expertise, experience or facilities to properly care for the Student.
- 6.3. In the event that following a booking We have requested that You to provide Us with additional information concerning the Student and any relevant medical condition, treatment or medication, then the booking will not be confirmed and the Student shall be not be allowed to attend the Course until You have received clearance confirmation in writing from Us. We will be entitled to require that conditions are met before granting clearance which may include an agreement to cover the cost of additional staffing or providing further information and evidence.
- 6.4. If You fail to disclose any relevant medical conditions (including, without limitation, any allergies) affecting the Student, or any treatment or medication which the Student requires and which We become aware of on or after arrival of the Student at the airport or the Course then You do so accepting full risk and responsibility associated with doing so, AND We, at our sole discretion, may do any of the following:
 - 6.4.1. refuse entry of the Student to the Course;
 - 6.4.2. allow temporary access to the Course and:
 - 6.4.2.1. seek attention from the relevant medical professional / expert in respect of the medical condition and / or medication should We not have access to the relevant expertise;
 - 6.4.2.2. subject to clause 6.2, provide any treatment and / or medication as directed by any medical professional / expert;
 - 6.4.2.3. upon receipt of medical advice, irrespective of what the advice may be, refuse entry to the Participant; and / or
 - 6.4.3. carry out any action We deem necessary.
- 6.5. In the event that Student is refused entry pursuant with this clause 6, then within 24 hours of refusal, arrangements will be made by Us to send the Student back home. This will include all travel arrangements and the Parent will be informed of this and will ensure that they are available to assist the Student in getting home.
- 6.6. You shall be liable for all and any direct, indirect or associated costs that We incur in accordance with clause 6.1 to 6.5, including but not limited to, travel costs for the Student and any other person (such as a flight ticket, a train ticket, taxi etc.), medical professional / expert costs, additional staffing costs etc.
- 6.7. In the event that the Student needs medical attention during the Course then You agree to Us arranging for any appropriate and necessary emergency treatment. We will endeavor to contact the Emergency Contact to obtain their consent to any decision regarding the arrangement of such treatment. However, You agree that in emergency situations We may not be able to contact that person, and may proceed to arrange and consent to such treatment without doing so. In arranging or sanctioning any treatment We will take the advice of suitably qualified doctors, clinicians and medically trained staff and You agree that We and they are entitled to assume that the medical information You have supplied is complete, accurate and up to date.

- 6.8. Please note that if a Student is injured or becomes unwell We may, in some cases, reasonably determine 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. Provided that We have acted reasonably in all the circumstances (having due regard to the symptoms presented by the Participant while in Our care) You agree that You will not hold Us liable for any decision not to administer or authorize further medical treatment for the Participant.
- 6.9. We will do all that is reasonable to safeguard and promote the Student's welfare and to provide pastoral care to at least the standard required by English law while the Student is participating in the Course.
- 6.10. The Parent consents to such physical contact with the Student:
- 6.10.1. as may accord with good practice; or
 - 6.10.2. as may be appropriate and proper for teaching and instruction; or
 - 6.10.3. for providing comfort to the Student in distress; or
 - 6.10.4. to maintain safety and good order; or
 - 6.10.5. in connection with the Student's health and welfare.
- 6.11. The Parent also consents to the Student participating in contact and non-contact sports and other activities as part of the Course. The Parent acknowledges that while We will provide appropriate supervision the risk of injury cannot be eliminated.
- 6.12. The Parent authorizes the Centre Manager to override their own 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 or promote the Student's welfare or to avert a perceived risk of serious harm to the Student or to another person. In some cases, members of staff may need to be informed of any particular vulnerability the Student may have. In accordance with Our policy on the acceptable use of IT, We reserve the right to monitor the Student's use of:
- 6.12.1. email;
 - 6.12.2. the internet;
 - 6.12.3. mobile electronic devices.

7. CANCELLATION

- 7.1. Subject to the provisions of this clause 6, you have a right to cancel your booking within 14 days from the date of the Confirmation (the "Cancellation Period") without giving any reason and We will provide You with a full refund (inclusive of any Deposit).
- 7.2. All cancellations must be made in writing and take effect from the date we receive such notice. Where a cancellation is made more than 30 days prior to the Arrival Date, there will be a refund of all Course Fees paid, minus the Deposit.
- 7.3. Due to the requirement to arrange staffing, transport, airport transfers, accommodation and other aspects of the Course in advance of the Arrival Date, where a cancellation is made less than 30 days prior to the

Arrival Date, there will be no refund, except in the case of valid visa refusal (see details below) or at our sole discretion. Where a booking is amended less than 30 days prior to or after the Arrival Date, there will be no refund for any missed elements of the Course and there may be a further charge for the additional items.

- 7.4. Should You cancel within the Cancellation Period after the Arrival Date We are under no obligation to offer a refund.
- 7.5. Notwithstanding the above, we may cancel a Course no later than 10 Business Days before the Course Start Date if there is low demand for the Course in which case You will receive a refund of any Fees that You have paid.
- 7.6. We may cancel Your booking if an event outside our control prevents Us providing Your selected Course, in which case we will refund any fees paid.

8. PAYMENT OF REFUNDS

- 8.1. Any refunds due to cancellation will only be given if it is permitted under clause 7 (Cancellation) subject to clause 11. No refund shall be given after the Course Finishing Date.
- 8.2. We take complaints seriously and endeavor to reply to any formal complaint made in accordance with clause 17 below ("Complaint"). It is at Our complete discretion to offer refunds should we feel that one is merited following a Complaint.
- 8.3. If you become entitled under these Terms to receive a refund then:
 - 8.3.1. refunds will be paid in GBP and We will not be responsible for any bank fees or losses You suffer as a result of currency exchange fluctuations or exchanges; and
 - 8.3.2. We will endeavor to pay refunds by the same means as You paid the Fees.

9. VISA SUPPORT & VISA REFUSAL

- 9.1. It is Your responsibility to determine how far in advance You need to apply for a visa and to allow sufficient time to obtain a visa including any delays caused by the issuing visa office. We strongly recommend applying for a visa as soon as possible.
- 9.2. Should the Student require a visa to travel to the UK, We will issue a visa support letter ("Visa Support Letter") for a Standard Visitor visa application upon payment of the Deposit or the full Fees. Please note We require a copy of the Student's passport and visa.
- 9.3. Where a Course booking is made less than 90 days prior to the Course Start Date:
 - 9.3.1. We will only issue a Visa Support Letter once our Fees have been paid in full;
 - 9.3.2. if the visa application is still being processed at the Course Start Date then we will offer You either:
 - 9.3.2.1. a refund of any Fees paid less the Deposit; or
 - 9.3.2.2. a credit note in full for the following year.

- 9.4. If a Student is refused a visa to enter the UK and attend the Course then provided You inform Us of this and We receive a valid visa refusal letter no later than 30 days prior to the Course Start Date, a full refund of any Fees paid will be issued, less a £200 administration fee.
- 9.5. If a Student has not received their visa or a visa rejection letter, and the reason for doing so is due to Embassy delays, provided You inform Us of this at least 14 days prior to the Course Start Date with supporting evidence We will offer You a refund of any Fees You have paid less the Deposit. You may instead ask that We apply the Deposit to the following year's Course, which may be accepted only at Our discretion.
- 9.6. If the Student receives a visa after the Course Start Date and You still wish the Student to attend We may at Our discretion allow them to do so if there is still a space available on the Course.
- 9.7. We will not offer a refund for a visa refusal or for a delay in the visa application where one or more of these criteria is not met:
- 9.7.1. You fail to inform Us within the stated timeframes in clauses 8.4 or 8.5 or if the Student does not attend the Course;
 - 9.7.2. the visa application must be made with sufficient time prior to the Arrival Date to allow for the length of application time as indicated by UK Visas and Immigration (UKVI);
 - 9.7.3. all necessary documentation must be provided as indicated by UK Visas and Immigration (UKVI);
 - 9.7.4. you must be able to demonstrate that all necessary steps were taken to obtain the correct visa and that the application form submitted for the visa was correct and did not contain any material mistakes.
- 9.8. We reserve the right to cancel a booking if a copy of the visa has not been received at least four weeks before the Course Start Date.
10. STUDENT OBLIGATIONS
- 10.1. The Student attending the Course agrees to:
- 10.1.1. maintain an immigration status that entitles them to undertake the Course;
 - 10.1.2. attend all classes and Course sessions regularly and on time;
 - 10.1.3. ensure they have a level of spoken and written English sufficient to allow participation on the Course;
 - 10.1.4. refrain from using any audio or visual recording equipment during classes or practical sessions; and
 - 10.1.5. adhere to all of the rules and regulations of the Summer Programme as specified by Us from time to time including the Student Behaviour Policy (together the "Course Policies") which can be viewed here [Summer Programme policies](#) and will be supplied to all Students at the start of the Course. The Course Policies include all oral or written instructions given by the Course staff.
- 10.2. You agree to inform the Student of their obligations under the Contract. You agree that you are responsible for the Student fulfilling their obligations and following the Student Behaviour Policy.

11. REMOVAL FROM THE COURSE

- 11.1. We treat as a priority the safety and wellbeing of all Students attending the Summer Programme. We therefore reserve the right to remove from a Course, without refund, any Student who does not comply with the Summer Programme Policies. We also reserve the right to remove from a Course, without refund, any Student who We consider to be generally disruptive or behaving in a way that may be a danger to or upsetting for others.
- 11.2. We reserve the right to ask any Student to leave the Course who is, in Our opinion, not physically or mentally capable of participating safely in the Course.
- 11.3. If a Student is removed from a Course it is Your responsibility to organize and pay for any travel, accommodation or other expenses incurred.

12. PROMOTIONAL MATERIALS

- 12.1. We use photographs, video clips and other media of Students during the Course for the purpose of Wycombe Abbey's promotional material, including but not limited to future marketing, advertisements, our website and social media. We would also like to use any feedback received from Parents or Students alike and end of Course surveys for the same purpose.
- 12.2. Parents will be given the opportunity to confirm their acceptance for Us to be able to use such material for the purpose specified in clause 11.1 above by ticking the relevant box on the Student Information Form.

13. TRAVEL ARRANGEMENTS AND TRANSFERS

- 13.1. You are responsible for arranging and paying for the Student's flights including any airline fees for an Unaccompanied Minor service should You book one. You must notify Us of the Students's flight details, including details of any Unaccompanied Minor service booked with the airline, at least four weeks before the start of the Course, by email. Proof of email dispatch is not proof of receipt.
- 13.2. Our Airport Transfer service must be pre-booked via summerprogramme@wycombeabbey.com at least four weeks before the start of the Course and is only available at the selected airports specified on Our Website. Once booked and paid, this is non-refundable.
- 13.3. If You change flight details after an Airport Transfer has been booked and confirmed by Us, You must email Us the changed details immediately and You must also phone Our office to confirm these instructions.
- 13.4. The cost of excess baggage is entirely the responsibility of the Student and We will not pay this charge under any circumstances. Please check the airline's policy before travelling.
- 13.5. You are responsible for complying with all airline requirements. We have no obligation to provide a refund or any other assistance where a Student is unable to board a flight, cannot be released by the UK Border Agency or attend a Course because of Your failure to comply with any such requirement. You are responsible for and will refund to Us any additional reasonable costs We incur as a result of Your failure to comply with any such requirement (for example, if a Student loses any travel documentation or if an airline refuses to allow an unaccompanied minor to board a flight).
- 13.6. You are responsible for, and will refund to Us, any additional reasonable costs We incur as a result of You providing Us with inaccurate or incomplete flight information (for example, if We incur additional airport transfer charges because a Student arrives on a different flight from the notified flight, or if You fail to disclose to Us that a Student is travelling as an Unaccompanied Minor).

13.7. In cases where a Student 15 years of age or over is arriving and/or departing independently (i.e. without an accompanying person 18 years of age or older), we must receive an Independent Transfer Form within seven days of the arrival/departure date.

13.8. If You book a flight for a date or time outside of Our selected dates and times as listed on the Website, then please note that, if we are able to arrange this, there will be a minimum surcharge of £250 payable in addition to the Airport Transfer fee.

14. INSURANCE

14.1. 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 to the Student's home country. You should be aware that following the UK's exit from the EU, European citizens can no longer be guaranteed free healthcare at the point of delivery in the UK. Your insurance policy needs to take account of that. The Student must bring the relevant medical insurance policy documents with them to the Course and provide these to Course staff at registration.

15. LIABILITY

15.1. Wycombe Abbey holds public liability Insurance. Our liability to You and the Student will not exceed the value of the Fees actually paid by you to Us except where such limitation would be considered unfair or unreasonable in law.

15.2. Nothing in these Terms excludes or limits in any way Our liability to You 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 Course.

16. FORCE MAJEURE

16.1. Under no circumstances shall either party have any liability to the other party for failure to perform, or delay in performing, their obligations under this agreement if such failure results wholly or partly from circumstances beyond their reasonable control: including (without limitation) as a consequence of any of the following events:

16.1.1 Flood, storm, epidemic (inc. Covid) or other natural event or disaster;

16.1.2 Any war, hostilities, terrorism, revolution, riot or other civil disaster:

16.1.3 The introduction of, or any amendment to, a law or regulation; or

16.1.4 Any strike, lockout or other industrial action

16.2. In the event of a force majeure, the affected party shall immediately notify the other party in writing (email accepted) of these circumstances as soon as it becomes aware of their occurrence.

17. YOUR PRIVACY AND PERSONAL INFORMATION

17.1. We will comply with Our obligations under all applicable laws and regulations relating to data protection and privacy as may be applicable from time to time, which at the date of these Terms means the UK General Data Protection Regulations and Data Protection Act 2018 ("the DPA") and any successor legislation ("Data Protection Legislation").

17.2. Our Privacy Notice is available [here](#). Any personal information that You provide to Us will be dealt with in

line with Our privacy notice, which explains what personal information We collect from You and the Students and how and why We collect, store, use and share such information, Your rights in relation to Your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of Your personal information.

- 17.3. It is the Parent's responsibility to ensure that the Student is sufficiently aware of the Privacy Notice and has discussed what this means for the Student.

18. COMPLAINTS

- 18.1. It is Our aim to provide the best experience possible on the Summer Programme, but if You have any complaints about the Course, please raise this with Us by contacting the Centre Manager by email at summerprogramme@wycombeabbey.com.

- 18.2. If the issue cannot be resolved using Our internal complaint handling procedure, We will:

18.2.1. let You know that We cannot settle the dispute with you; and

18.2.2. refer You to the British Council who are the organisation that accredits our Courses through UKLC. Details on the British Council complaints procedure and how to contact them can be found on their website here: [Student complaints | British Council](#).

19. GENERAL

19.1. We may transfer Our rights and obligations under any booking to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

19.2. This Contract is between you and Wycombe Abbey. Except as expressly set out under these Terms no other person shall have any rights to enforce any of its Terms.

19.3. Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

19.4. If We fail to insist that You perform any of your obligations under these Terms, or if We do not enforce Our rights against You or a Student, or if We delay in doing so, that will not mean that We have waived Our rights against You or a Student and will not mean that You or the Student does not have to comply with those obligations.

19.5. We shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control for example, natural disaster, outbreak of war or terrorist attacks.

19.6. The details of the programme have been published in good faith. This information may be contained in the Course prospectus / website / 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 book a place on the Course they should seek specific confirmation from Us that the information is accurate before submitting a completed Booking Form. We reserve the right to make changes to the programme of study and activities at any time and for such reasons as may be reasonable and appropriate to the effective delivery of services by Us.

20. GOVERNING LAW AND JURISDICTION

20.1. These Terms and Conditions are governed by the laws of England and Wales. Both parties agree to submit to the non-exclusive jurisdiction of the English courts to determine any dispute in relation to these terms and conditions.