



St Leonards

St Andrews, Fife

Terms and Conditions

St Leonards Summer Schools

Key Contacts

School Office

contact@stleonards-fife.org +44 (0)1334 472126

Head of St Leonards Summer Schools Summer Schools Administration Team

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summer@stleonards-fife.org

Terminology

Application Form: means the application or registration form provided by the School, or an agent of the School, for a Parent to complete to apply for their child to attend the Summer School.

Booking: means the booking made by You for Your child to attend the Summer School programme as specified in the confirmation sent to You following receipt of payment in full of the 25% deposit.

Parent: means any person who has signed the Application Form as a parent or guardian of a child and/or who has accepted responsibility for a child's attendance at the Summer School.

School: means St Leonards School, incorporated and registered in Scotland with company number SC016693 and charity number SC010904 whose registered office is at St Leonards School, South Street, St Andrews, Fife, KY16 9QJ. St Andrews charity number: SC016693. The School is registered with VAT number 987 3472 65.

School Rules: means the rules set out in the policies and guidelines document.

Student (referred to as 'you' in the student policies and guidelines): means the child who attends the Summer School.

Summer School: means the language, activity and courses offered by the school of St Leonards, St Andrews.

'You' means the Parent and 'You' and 'Yours' shall be interpreted accordingly.

'We' means St Leonards School and 'Our' shall be interpreted accordingly.

The Terms and Conditions

In all cases, irrespective of whether the Parent completes the Application Form provided by an agent, these Terms and Conditions will apply to the agreement between the Parent and the School and will supersede the Terms and Conditions provided by the agent.

Booking Responsibility

Responsibility for the details of Bookings and for payment lies with the person making the initial Booking.

Confirmation and Payment of Deposit

When we receive Your Booking and deposit payment of 25% of the overall cost, we will send You an email confirming Your child's place on the Summer School programme, with a statement showing details of the chosen activity specialism (**Booking Confirmation**). The deposit is non-refundable and payment indicates Your acceptance of the Booking conditions, these Terms and Conditions and the School's policies and guidelines.

Payment of the Balance

The balance is due on Monday, 1 May 2024 and should be paid via the trybooking website (links shared upon application). If payment is not received before the course start date, we may refuse entry to the Summer School programme and may also withhold a cancellation.

If You book on or after 1 May 2024 You must pay the full amount of the Summer School programme before Your Booking will be accepted.

The Student will not be permitted to attend the Summer School until all fees and any planned extra costs are paid in full as cleared funds to the School.

- If You do not make any payment due to the School by the due date, the School may charge interest to You on the overdue amount at the rate of 3% per annum above the Bank of England base rate from time to time. This interest shall accrue on a daily basis from the payment due date until actual payment of the overdue amount, whether before or after judgement. The Parent must pay the School interest together with the overdue amount. The School may also take any other action (including, but not limited to, the instigation of proceedings in any court of its choosing) it considers appropriate to recover any sums due and unpaid and any costs the School incurs in doing so will be payable by the Parent.

Impromptu Expenses

The Parent agrees that the School shall not be obliged to make payments for impromptu expenses (such as doctor's fees) on behalf of the Student or the Parent. Where such payments are required, the Parent agrees for appropriate payments to be covered by the Student. Should funds be insufficient or unavailable, the Parent shall make a payment in advance.

Administration Charge

If you wish to amend the terms of Your Booking We will try to accommodate reasonable requests and where changes are accepted We will notify you in writing. If You change Your booking after the initial Booking Confirmation is received, we may make an additional charge of £30 per change for administration. Any additional charge will require to be paid by You in full before the amendment can be confirmed and become part of the Booking Confirmation.

Insurance

Before Your child arrives at the School, we will require a copy of their travel insurance details.

Programme Modifications

We always try to fulfil the individual programme stipulated on Your Application Form, however we do reserve the right to adjust or cancel any courses, accommodation and other arrangements that are within our control. We reserve the right to cancel a course in the case of insufficient Student numbers and will try to ensure an appropriate alternative course is available.

Course Content

Students will be taken off-campus during the programme for excursions and off-site activities. Please indicate on the Application Form if there are any activities Your child cannot take part in.

Programme Cancellation

In the event of cancelling Your Booking, all or part of Your payment will be forfeited to cover certain costs related to organisation and guaranteeing service provision required to fulfil the course.

- If cancelled less than 30 days before the start of the course (or once the course has started): loss of 100% of course fee.
- If cancelled 30-44 days before the start of the course: loss of 50% of the full course fee.
- If cancelled more than 44 days before the start of the course: loss of deposit only.

We cannot be held directly responsible for refunds or any form of compensation if we cancel or change a course because of war, strikes, technical or problems with transportation, weather or any other event, circumstance or cause outside the control of the company boundaries and guidelines (**'Force Majeure'**).

We cannot be held directly responsible for refunds or any form of compensation for home sickness or negligence related to not arriving at the course on Your designated course date.

We cannot accept responsibility for airport travel strikes, weather, personal property, personal injury or illness whilst on the course, including use of subcontractors and travel agencies and contractors.

If a Parent decides to withdraw the Student from the Summer School, or if the Student withdraws themselves prior to the departure date shown on the Application Form, they may do so on the understanding that no refund of fees paid will be made, save the exceptional circumstances. Any refund of fees will be at the sole discretion of the School. Should an airport transfer be required, the School will require a minimum notice period of 24 hours. An irregular transfer fee of £125 incl VAT will be payable by the Parent in advance.

Unsuitability / Incompatibility

We reserve the right to exclude or refuse any Student at any time prior to or during the activity or course if, in our opinion, that Student is not compatible with the general enjoyment and well-being of other Students or the satisfactory administration of the activity or course. If so, we will not refund the cost of the course. All Students are subject to the course rules laid out in the final Information Pack. Any breach of rules may result in Students being sent home at their own expense.

Photography & Filming

Photographs and videos of Students may be taken and used in accordance with the School's marketing material, including on websites and social media channels. Please confirm when Booking that You are happy to consent to this on behalf of Your child. Where a child is aged 12 or over, in Scotland it is their decision to consent, not the decision of the Parent.

Complaints & Compensation

In the unlikely event that a Student experiences a problem or difficulty while at the Summer School, the matter should be reported immediately to the Head of St Leonards Summer Schools, who has the authority and direct knowledge to deal with most queries. If they fail to solve the problem to Your satisfaction, then please write to the Chief Operating Officer at coo@stleonards-fife.org within 14 days of Your child leaving the Summer School. We will only consider compensating a complaint if both these conditions are met. Any compensation is at the sole discretion of the School.

Airport Transfers

Airport transfers are included in the programme fees only on the first/last day of the course. Our designated airport is Edinburgh International Airport. Flight arrival and departure times should be between 09.00 to 14.00. The transfer bus will depart Edinburgh Airport for the School at 15.00. An independent taxi transfer will incur an extra cost and we will endeavour to supply details of our preferred taxi provider to Parents who can then make transfer arrangements.

The Summer School confirmation will include a Transfer Service Form which the Parent must complete and return to the School at least 4 weeks prior to arrival. Upon receipt of the completed form, the School will send the Parent an email confirmation on the flight details. The Parent understands that:

- It is their responsibility to check this confirmation carefully and to let the School know of any errors or changes.
- The School will not accept responsibility for organising transfers other than those which have been confirmed by the School.
- The School will use private transport such as coach, taxi or school minibus to transfer Students to and from the airport on arrival and/or departure.
- Transfers from the airport to the School are often done in groups and this means that some Students

- will be required to wait at the airport for other Students arriving on flights.
- Unexpected and unavoidable delays and complications sometimes occur. The School does not accept responsibility for any loss or expense due to delays or changes in public transport beyond its control.
 - The School shall use its reasonable endeavours to ensure that Students reach the airport in the UK on time to enable them to catch their flight. Subject to this, the School shall have no liability for any direct or indirect loss or expense that is incurred by Students or Parents if a Student misses a flight. Nothing in this clause shall exclude or restrict the School's liability for death or personal injury arising from its own negligence, or for fraud.
 - The Student is liable for any excess baggage and Unaccompanied Minor charges.
 - There is no reduction in fees if a Student does not require a transfer service.
 - Should a transfer be requested or changed within 7 days of arrival or departure a Transfer Arrangement fee of £125 will be charged.
 - On departure, if a flight is cancelled and a Student is required to stay at or return to the School, the charge per night of £195 incl VAT will be payable by the Parent. A free return transfer to Edinburgh International Airport will be offered.

Visa Administration and Visa Refusal

If the Student requires a visa to travel to the UK, we will upon receipt of the deposit payment issue a visa support letter. If the application is refused, then provided we receive a valid visa refusal letter a full refund will be issued less a £150 administration fee.

All necessary documentation must be provided as indicated by the UK and immigration board.

- The Parents must be able to demonstrate that all the necessary steps were taken to obtain the correct visa.
- 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 control.
- If the visa has not arrived in advance of the Student course start date, the School will offer to postpone the course to a later date, subject to availability. If the School postpones the course to a later date and the Student attends the Summer School but the same number of weeks is not available, the School will refund the fees of any untaken weeks.
- If the Parent decides to cancel the Summer School start date due to a delay in issuing a visa, the School will refund the full fees paid (less one weeks' course fees and any courier fees incurred) upon receipt of the original visa application. The cancellation charges previously mentioned (under Programme Cancellation) will not apply in these circumstances.
- If a Student is found to have the wrong type of visa, they will not be admitted to the programme. In this case, the School will not be obliged to offer the Parent a refund of fees, although cases of genuine hardship may receive special consideration upon written request to the Head of Summer Schools, such refund will be at the sole discretion of the School.

Travel Insurance

It is essential that You take out the appropriate travel insurance before travelling to cover the Student for their return journey and the duration of the stay.

It is highly recommended that the insurance should also cover cancellation due to unforeseen circumstances such as illness, late arrivals early or delayed departures. Insurance should also cover any expenses incurred due to stolen or lost property, medical insurance and medical conditions Your country may have EU or reciprocal arrangements with the UK so that medical care is free. If it does not, then it is recommended that You take out medical insurance to ensure that the Student is covered during their stay.

Any medical condition must be declared in advance as part of the pre-enrolment forms.

Personal possessions: The Parent understands and agrees that:

- On arrival at the School, a Student under 18 shall hand their passport and travel tickets for safekeeping by the School.
- The School prefers Students to travel with a prepaid currency card to facilitate a cashless campus.

- The School will return the Student's passport and travel ticket prior to departure.
- The Student must not bring valuable possessions to the School. If the Student does bring valuable possessions with them, the Student is responsible for the security and safe use of that item.
- The School is not able to accept responsibility for any lost, stolen or damaged personal possessions brought to the School by the Student.

Health and Welfare

Student Health: The Parent warrants that the Student is in good physical and mental health and is not travelling against advice of any doctor or qualified healthcare professional. The Parent agrees to inform the School when completing the Application Form if the Student suffers from any pre-existing medical condition, disability or allergy.

Illness: In case of illness or injury, the Student will see the staff first aiders who will assess their condition. In case of minor illness such as a cold, headache or sore throat the house staff or other trained first aiders may issue common, non-prescribed medicines such as Paracetamol, throat lozenges or cough syrup (if the first aider considers that a doctor's visit is necessary, an appointment will be made with a local GP and if urgent a staff member will take them to the nearest local hospital for immediate care).

Emergency medical treatment: The Parent authorises the Head of St Leonard's Summer Schools and relevant senior members of staff to consent on their behalf to the Student receiving emergency medical treatment including blood transfusions, general anaesthetic and operations where certified by an appropriately qualified person as necessary.

Seeing a doctor: Students from non-EEA countries are not entitled to free healthcare in the UK and will therefore have to pay a fee to see a doctor. The Parent agrees that such fees will be paid from the Student's money.

Medical Certificates: The Parent agrees to inform the School and pay the relevant fee in advance if they require the Student to be issued with a Medical Certificate following a visit to a doctor.

Supervision

The School's staff live and sleep in the same boarding houses as the Students. Students are therefore supervised day and night. Each house will have duty members of staff who are responsible for the day-to-day running of the house and for the Student's well-being.

Accommodation

The School has some single rooms, twin rooms and dorms of 3 to 4 beds. The School reserves the right to organise Student's accommodation as it deems appropriate and taking account of Student numbers, the ratio of boys and girls, nationalities and the available boarding accommodation.

- The School will consider all reasonable accommodation requests made by the Parent. All requests are subject to availability and are at the School's entire discretion.

School Rules

If Students participating in the Summer School programme do not follow the School Rules as set out in the policies and guidelines documentation, the School reserves the right to discipline them.

If the School in its entire discretion considers that the Student should be excluded from the Summer School no refund of fees shall be paid and any alternative accommodation or transport arrangements required as a result of the exclusion shall be the responsibility of the Parent and the Parent agrees that it will reimburse the School in respect of any additional costs the School may incur as a result of the exclusion.

Damage

The full cost of repairing any damage caused by the Student to School property or equipment, or to the personal property of another Student, will be charged to the Parent. Where a bedroom shared by two or more Students is damaged and the School cannot ascertain which Student or Students are responsible, it shall be entitled to apportion the cost of repair equally between them, taking into account the individual circumstances of each case. The Parent agrees to make payment in full by credit card or paid locally by the Student should their currency card have sufficient funds.

Data Protection

The School holds information about the Parent and Student including Parent contact details, financial information, details of medical conditions and where relevant, exam results. This information is kept electronically.

These notes refer to the “processing” of information. “Processing” is a catch-all term and means obtaining, recording or holding information or carrying out any operation or set of operations on the information such as storing or using the information or passing it onto third parties.

The School processes information about the Parent and the Student in order to safeguard and promote the Students’ welfare, promote the objects and interests of the School, facilitate the efficient operation of the Summer School and ensure that all relevant legal obligations of the School are complied with. Examples may include: the School keeping details of medical conditions from which the Student may suffer so that staff will be able to respond appropriately in the event of a medical emergency, and/or the School processing financial information obtained from the Parent or from third parties such as agents or travel agencies. The School may also process information such as photographs for marketing purposes using ‘consent’ as a legal basis.

The School may process different types of information about the Student for the purposes set out above. That information may include:

- Medical records and information, including details of any illnesses, allergies or other medical conditions suffered by the Student.
- Personal details such as home address, date of birth and next of kin.
- Passport details of Parents and Students for the processing of visa and ID information. – Information concerning the Student’s performance at the Summer School, including discipline record and School reports.
- Financial information including information about the payment of fees paid to the School and the Parents’ personal data for debt collection purposes.
- Photographic and video images of the Student for School publications, on the School website and (where appropriate) on the School’s social media channels in accordance with the School’s policy on taking, storing and using images of children.

Where, in the professional opinion of the Head of St Leonards Summer Schools, it is deemed necessary, we may share information with certain third parties. Examples may include: agents/travel agencies to secure the booking and to process relevant medical or financial information and transport providers.

Jurisdiction and Governing Law

The agreement between You and the School is governed by Scottish Law. You agree with us to submit to the exclusive jurisdiction of the Scottish courts.

Liability Disclaimer: The Parent understands and agrees that:

- The School shall not be liable in the event of any service contracted becoming impossible to supply due to reasons beyond its control.
- All organised sports, activities, events, excursions and trips have been risk assessed by the School’s staff and deemed to meet Health and Safety requirements. The School does not accept responsibility for accidents or sports injuries, except in cases where staff have been found to be negligent.
- If the Parent does not wish the Student to partake in any particular activity, they must inform the School in writing at the time of booking.

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

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