

Oldfield International School Conditions of acceptance of enrolment

All enrolments are subject to these conditions and become legally binding on confirmation of enrolment by Oldfield International School.

1. Definitions

When the following words with capital letters are used in these Terms, this is what they will mean:

College:

Oldfield International School

Course:

the language course you attend at the College;

Data Protection Requirements:

the General Data Protection Regulation (EU) 2016/679 ("GDPR") and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK and any successor legislation to the GDPR or the Data Protection Act 1998;

Enrolment:

enrolment as a student at the College;

Enrolment Form:

the form submitted to Us to apply for an Enrolment;

Events Outside Our Control:

is defined in clause 15;

Fees:

the total fees payable to the College;

Independent Service Provider:

a provider of services to You other than Us, including but not limited to providers of accommodation, transport services, sporting and leisure activities;

Personal Data:

has the meaning given in the Data Protection Requirements: that is, any information relating to an identifiable person who can be directly or indirectly identified in particular by reference to an "identifier", such as Your name, email address or telephone number;

Terms:

the terms and conditions set out in this document;

We/Our/Us:

Oldfield International School a company registered in England and Wales with company number 01191904 and whose registered address is Alum House, 5 Alum Chine Road, Westbourne, Bournemouth, Dorset, BH4 8DT; and

You:

students who attend the College and also parents or guardians of students who are under the age of 18 years.

2. Our Contract With You

2.1. These are the terms and conditions on which We accept Enrolment Forms, and on which You may subsequently attend the Course and the College as a student. These terms apply to students who attend the College and also parents or guardians of students or to any agent or other party who submits an Enrolment Form on behalf of a student.

2.2. These Terms will become binding when We issue You with a written acceptance of Enrolment, at which point a contract will come into existence between You, Your parents and guardians or any agent or other party who submitted an Enrolment Form on Your behalf and Us.

2.3. We may revise these Terms and the Fees from time to time. However if Your Enrolment has been accepted in writing by Us then You will only be required to pay the Fees that were applicable at the time the Enrolment Form was accepted.

3. Enrolment Procedure

Step 1

Please complete the Enrolment Form and the Medical Consent Form on Our website www.oldfieldschool.com and submit to Us electronically.

Step 2

An Enrolment will only become valid when We send You written acceptance of Enrolment. We will send You Our invoice for the Fees with the written acceptance of Enrolment. We reserve the right, in Our absolute discretion, to reject Your Enrolment Form at any stage of the application process. We will inform You of this decision but We will not be obliged to provide reasons for the rejection, if any Fees have been paid at this point these will be refunded to You.

Step 3

After the Fees have been received by Us, We will send You a final confirmation letter including Your accommodation details, the supplementary manual, the letter of consent to travel, the transfer confirmation letter and the statement of insurance. These documents may be required for entry into the UK.

4. Payment Of Fees

4.1. Payments can be made by Flywire (a secure online payment method found on our website: www.oldfieldschool.com), or Swift Bank Transfer, or Credit Card (Visa, MasterCard, Switch/Maestro, Visa Debit, Visa Electron and Solo are all forms of accepted credit and debit cards). All Bank charges incurred in transferring the Fees to Us in Your country and in England must be paid by You. All payments must be made in Pounds Sterling.

4.2. Our Bank details are as follows:

National Westminster Bank, 48 Blue Boar Row, Salisbury, Wiltshire SP1 1DF, England,
Account No: 78493021
Sort Code: 54-41-19
Swift Code: NWBKGB2L
IBAN No: STERLING GB 21 NWBK 544119 78493021

With each payment please provide the name of the student, Course and Course dates as a reference so that We can identify Your payment.

4.3. The Enrolment fee / Registration fee is non-refundable and must be paid when You submit an Enrolment Form. The remaining balance of the Fees must be paid in full at least 8 weeks before the commencement date of the Course.

4.4. If You submit an Enrolment Form within 8 weeks of the commencement date of the Course, the Fees must be sent with the submission of an Enrolment Form.

5. Essential Protection For International Students Studying In The UK

5.1. We have teamed up with Endsleigh Insurance Services Limited, the UK's leading student insurance intermediary to ensure You have adequate insurance for Your time spent at the College. You will be covered under the non opt-out Endsleigh Block Policy which has been specially designed for overseas students studying in the UK.

5.2. The International Student Policy covers:

- Emergency medical expenses
- Personal belongings
- Personal accident
- Legal expenses
- Personal liability
- Course fees

5.3. The cost of this insurance has been included as part of the Fees so no extra payment is required.

5.4. A summary of cover is provided for reference. Full details of the benefits and exclusions that apply to the policy can be accessed online at www.oldfieldschool.com. We strongly recommend that You read this document carefully prior to Your arrival at the College to ensure that You know what is covered.

6. Changes To Enrolment

6.1. After Your Enrolment has been confirmed by Us in writing, if You want to change any detail of the booking e.g. Course, Course dates, airport transfer or type of accommodation, You must send Us a request in writing setting out the change that You require. Whilst We make every effort to agree to a change of booking, this is not always possible and We therefore reserve the right to refuse a change of booking.

6.2. If We agree to a change of booking We will confirm this in writing to You and charge You an administration fee of £20.

6.3. We reserve the right, at Our absolute discretion and at any time either during the Course or before the commencement of the Course to:

- cancel any Course due to an insufficient number of students enrolled;
- change the location of a Course;
- change the structure and content of a Course;
- change the dates of a Course; or
- change the accommodation.

6.4. If We change any Course content or material before the commencement of a Course, We will try to inform You using the contact details provided to Us in the Enrolment Form, but We shall not be responsible if We are unable to contact You.

6.5. If We enroll a student outside the age range specified for the Course, You accept full responsibility for any problems which may arise therefrom.

7. Absentee Policy

You will not be entitled to a refund or reduction of Fees, nor will You be entitled to attend any classes on the Course in place of those missed, for any period of absence from the College for any reason whatsoever, whether within or outside of Your control, including but not limited to: non-arrival, late arrival, illness, holiday breaks, excursion, homesickness, early departure, suspension or expulsion, change of Course, or finding different accommodation.

8. College Closures

8.1. The College will be closed from 22 December 2018 - 05 January 2019 and 21 December 2019 - 04 January 2020.

8.2. No lessons will be taught at the College on the following UK public holidays: 01 January 2019, 19 April 2019, 22 April 2019, 06 May 2019, 27 May 2019, 26 August 2019, 25 December 2019 and 26 December 2019. 01 January 2020, 10 April 2020, 13 April 2020, 04 May 2020, 25 May 2020. No refund will be given and lessons cannot be made up with free Course extensions for these dates.

9. Cancellation Policy

9.1. If You wish to cancel Your Enrolment You must send Us notice in writing by special delivery or another form of registered delivery to: Oldfield International School, Harrow Drive, Swanage, Dorset BH19 1PE, England

9.2. If You cancel the Enrolment within 14 days of Us sending You Our written acceptance of Your Enrolment we will refund all Fees You have paid to us in full.

9.3. If You cancel the Enrolment after 14 days of Us sending You Our written acceptance of Your Enrolment the following cancellation charges shall apply:

- 28 days or more prior to arrival - the Enrolment fee / Registration fee will be forfeited.
- 27 to 15 days prior to arrival - the Enrolment fee / Registration fee plus the Course fees for two weeks will be forfeited.
- 14 days or less prior to arrival or after the commencement of the Course - all Fees will be forfeited.

9.4. If You cancel the Group Enrolment 28 days or more prior to arrival after Us sending You Our written acceptance of Your Group Enrolment - the 10% deposit will be forfeited.

9.5. If You cancel the Group Enrolment 27 days or less prior to arrival after Us sending You Our written acceptance of Your Group Enrolment - all invoiced Fees will be forfeited.

9.6. If Your visa application is refused and You are not able to attend the College We will charge You an administration fee of £80 if You have booked the Taster Course or International Academic Semester Programme or an administration fee of £150 if You have booked the International High School Year GCSE Programmes but We will refund the Fees provided that You send Us written proof of the visa refusal at least 30 days prior to the Course commencement date.

10. Your Obligations

You must:

- inform Us, prior to attending the College, if You suffer from any medical condition or disability and make enquiries whether Our facilities are suitable for Your individual needs;
- read carefully and comply with the latest advice and requirements issued by UK Visas and Immigration;
- make every effort to be a good ambassador for Your country of origin and not act in a way which has the potential to damage the reputation or image of Your country;
- read carefully, understand and comply in all respects with all materials provided by Us from time to time relating to safety, health, legal, environmental, recycling, political, cultural and religious customs of the United Kingdom;
- comply with any additional rules and regulations, which We may issue to You from time to time; and
- not reproduce Our name or logo at any time or under any circumstances whether before, during or after Your Enrolment for any commercial purpose.

11. Accommodation

11.1. Whilst You are a resident at the College You must abide by all rules relating to use of the College accommodation which are in place from time to time (Rules). Where there is a breach of any such Rule and such a breach is considered sufficiently serious, to be a serious act of misconduct then the provisions of clause 12 shall apply.

11.2. Smoking is not permitted anywhere within the accommodation and only permitted in the designated areas indicated by appropriate signage.

11.3. You hereby agree that You will comply with any security policy which is in force from time to time.

11.4. The College shall at its discretion amend any Rule and the security policy at any time. The Rules can be found inside the College bedrooms and student welcome pack.

12. Expulsion From The College

12.1. We reserve the right, in Our absolute discretion, to expel You as a student of the College in the following cases:

- the Fees have not been received by Us in full before Your arrival at the College;
- You commit a serious act of misconduct including but not limited to: anti-social, threatening or violent behaviour towards Our staff, a member of the public or other students; willful damage to property (including graffiti and the inappropriate disposal of chewing gum); substance or alcohol abuse; or failure to comply with Our policies or regulations. We have a close working relationship with the Police and will not hesitate to involve them should this be deemed necessary; or
- You act in a way likely to damage the image or reputation of Your country of origin or the College.

12.2. When You receive notice of Our decision to expel You as a student of the College under clause 12.1, You will no longer be permitted or entitled to attend lessons at the College and You should immediately find and secure alternative accommodation. The cost of this shall be met by You or Your parents or guardians and We shall accept no responsibility for any direct, indirect or consequential losses arising upon such expulsion.

12.3. In the event of an expulsion under clause 12.1, We may, at Our absolute discretion, refund such proportion of the Fees as We consider appropriate but We shall be under no obligation whatsoever to do so.

13. If You Have A Complaint

13.1. In the unlikely event that You have a complaint against Us whilst You are attending the College, You should inform a member of Our staff. We shall use reasonable endeavours to rectify any problem or issue You may have.

13.2. In the event that a complaint is not resolved to Your satisfaction, You should make a written complaint addressed to the College which will then be investigated in full. We shall only however investigate the written complaint if:

- You have already notified a member of staff of Your complaint under clause 13.1 whilst You were attending the College (unless in Our reasonable opinion, there is a valid reason why You did not do this); and
- it is received by Us whilst You are still attending the College or within one month of You ceasing to attend the College; and
- the Fees have been paid to Us in full.

13.3. If You have a complaint in respect of the services provided by an Independent Service Provider then these should be sent directly to the Independent Service Provider.

14. Our Liability To You

(Your Particular Attention Is Drawn To This Clause)

14.1. If We fail to comply with these Terms, We are responsible for loss or damage You suffer which is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it were an obvious consequence of Our breach, or if it was contemplated by You and Us at the time We entered into the contract for You to attend the College.

14.2. We do not exclude or limit in any way Our liability for:

- death or personal injury caused by Our negligence or the negligence of Our employees; or
- fraud or fraudulent misrepresentation.

14.3. We shall not be liable for any loss or damage that You or Your parents or guardians may suffer as a result of:

- decisions taken by UK immigration authorities either in the UK or overseas;
- You failing to make prior enquiries whether Our facilities are suitable for You in view of any medical condition or disability that You may have;
- incorrect or misleading translations of these Terms or any of Our publications into languages other than English; or
- (d) any extracurricular activities that You undertake which are not organised by Us.

14.4. We sometimes act as an agent between You and Independent Service Providers. All contracts with such Independent Service Providers are direct between You and the Independent Service Provider and all fees submitted to Us for such services are received by Us only as agent for, and are passed direct to, the Independent Service Providers. Accordingly, We shall not be responsible or liable to You or Your parents or guardians in any way whatsoever for any costs, claims, losses, damages or expenses suffered by You or Your parents or guardians caused by any act, omission or negligence of such Independent Service Providers.

15. Events Outside Our Control

15.1. We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms or the provision of courses at the College that is caused by an Event Outside Our Control. For these purposes:

15.2. An Event Outside Our Control means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, adverse weather conditions, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks.

15.3. All Itineraries programmed by the College prior to or during Your stay can be subject to change due to poor weather conditions or operational factors including the Events Outside Our Control. We reserve the right to alter any part of the services or Itinerary included in the Booking Confirmation and where possible will inform You of the changes. In this circumstance no additional charges will be added to the Fees and no refunds can be given for sports / activities which cannot be replaced like for like.

16. How We May Use Your Personal Data

16.1. By paying the Fees You agree to Us collecting and using Your Personal Data. This will be done in accordance with the principles set out in Data Protection Requirements.

16.2. We may use the Personal Data You provide to Us to enable Us to provide the courses at the College and to process Your payment of the Fees. If You are enrolled you may be requested to give your consent to the use of Personal Data to inform You of other courses and activities that We provide.

16.3. We agree that where we hold Your Personal Data we will:

- only act on Your written instructions to release it to third parties (unless You are legally required to act without our prior instructions);
- not transfer any Personal Data for processing in a country outside of the European Union;
- at all times ensure that all people engaged in processing Your Personal Data are under a strict duty of confidentiality;
- take appropriate measures to ensure the security of Your Personal Data;
- only engage a sub-processor who is subject to a written agreement which meets all the requirements of our contract with You;
- responding to any request under the Data Protection Requirements and provide access to Your Personal Data;
- meet our obligations under the Data Protection Requirements, in particular, our obligations relating to security of processing, the notification of Personal Data breaches and data protection impact assessments; and
- at Your request delete or return all Personal Data which is not otherwise required for legal or regulatory purposes or held with your consent at the end of our contract with You.

16.4. With Your consent, we may take photographs, video footage and written testimonials which may be incorporated into Our promotional materials.

16.5. To enable the College to enrol You onto and provide courses to You, Your Personal Data may be provided to third parties. We confirm that Your Personal Data will not be used by third parties for marketing. We shall enter into written agreements with such third parties by which they agree that they will comply with all Data Protection Requirements for so long as they process Your Personal Data. We will require a right to audit compliance of such third parties with the Data Protection Requirements in respect of Your Personal Data.

16.6. We confirm that any Personal Data collected by Us shall be held by Us for as long as such requirement is necessary to enable us to fulfil our obligations to You and to comply with the law and regulations applicable. Once this requirement is fulfilled, except such of Your Personal Data which We continue to hold with Your consent then Your Personal Data shall be archived and shall not be processed by Us.

16.7. You have various rights concerning Your Personal Data including but not limited to the right of rectification where Your Personal Data is inaccurate and a right to object to the processing of Your Personal Data. Information can be found at the Information Commissioners Office at www.ico.org.uk. You may withdraw Your consent to the use of Your Personal Data for the purposes of informing You of other courses and activities that We provide or to remove Your Personal Data from any marketing database at any time by writing to the Data Protection Officer at Harrow House International College, Harrow Drive, Swanage, Dorset BH19, England or sending an email to https://harrowhouse.com/legal.html

17. Other Important Terms

17.1. We reserve the right to recover any and all direct, indirect and consequential losses (including loss of profits) incurred or suffered by Us as a result of any act or omission by You or Your parents or guardians whilst You attend the College.

17.2. On enrolment You will be requested if you will authorise Us to use Your images and comments for our promotional purposes. You have the right to refuse to do so.

17.3. We will take any and all action that We consider necessary for Your well-being and health whilst You are attending the College. Under these Terms You hereby authorise Us to take any action We consider, in Our reasonable opinion, necessary so that You receive medical treatment in the event of an accident or injury. This may include the sharing of Your Personal Data with medical attendants if You require medical attention. Any costs of medical treatment will be Your responsibility.

17.4. 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.

17.5. 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 if We delay in doing so, that will not mean that We have waived Our rights against You and will not mean that You do not have to comply with those obligations. If We do waive a default by You, We will only do so in writing, and that will not mean that We will automatically waive any later default by You.

17.6. These Terms are governed by English law and will be subject to the exclusive jurisdiction of the English courts.