

## **Agreement to Terms and Conditions**

# 'Residential Programmes'

These terms and conditions are designed to ensure that all the students and staff participating on Cambridge International Academy Ltd programmes can enjoy the activities and events free from any unpleasant, intimidating or aggressive behaviour, in safety and with full knowledge and understanding of the rights and responsibilities of all parties. They also constitute the Agreement between Cambridge International Academy and student participants on our programmes.

#### 1. Personal Behaviour

1.1 A breach of any of the programme rules with respect to personal behaviour as stated below may result in dismissal from the programme. In the unlikely event that a student breaks the law or displays aggressive, intimidating or racist behaviour, the student will face instant dismissal. Should a student face instant dismissal the student will be withdrawn from the programme with immediate effect and will need to return home at the parent's / guardian's expense at the earliest possible opportunity. The relevant authorities will also be notified as required by UK law. Cambridge International Academy Ltd is obliged to notify the relevant UK Government bodies if a student holding a current UK visa withdraws from one of its programmes.

1.2 Students are required to attend all classes / workshops and arranged activities and excursions that are provided as itemised in the final confirmed itinerary. Certificates are awarded on the basis of satisfactory attendance, participation and behaviour in all classes / workshops and arranged activities and excursions.

1.3 All damage to property, equipment and rooms will be charged to the student.

1.4 Gratuitous or wilful damage to school / college / host family property, public property or other students' property may result in dismissal from the programme and the appropriate authorities being notified.

1.5 Theft or suspected theft of school / college / host family or another student's possessions or equipment may result in dismissal from the programme and the appropriate authorities being notified.

1.6 Consumption or possession of alcohol by students under 18 years of age is not permitted and will result in dismissal from the programme.

1.7 Drug-taking or possession of drugs, including psychoactive substances (in the UK





formally known as 'legal highs'), will result in instant dismissal from the programme and the appropriate authorities being notified.

1.8 Racist, discriminatory or intimidating behaviour towards another student or member of staff will result in dismissal from the programme.

1.9 Smoking is not permitted in any school / college buildings and grounds or host family accommodation.

1.10 In school / college / host family accommodation, girls and boys under 18 years of age may only mix in designated recreation areas.

1.11 Any student under 18 years of age who leaves their accommodation after curfew may be dismissed from the programme.

1.12 Personal mobile phones must be turned off during all lessons / workshops and other such scheduled activities where they may interfere with other participants' enjoyment of the programmes.

## 2. Promotional Materials

2.1 At the discretion of Cambridge International Academy Ltd, photographs or videos may be taken of the students participating on the programme. Cambridge International Academy Ltd reserves the right, unless we are advised to the contrary by the parent / guardian / student in writing, to use these photographs or video clips as part of future promotional materials with respect to this and / or other programmes.

2.2 Cambridge International Academy Ltd reserves the right to use any feedback received in the format of a letter, email or end of programme survey from parents, guardians and / or students in any future marketing or promotional material, unless otherwise clearly stated by the parent / guardian / student.

## 3. Travel Arrangements

3.1 Travel to and from the residential programme venue (Clare College, the University of Cambridge) is entirely the responsibility of the participating student / parent or guardian.

#### 4. Insurance

4.1 All students participating in the programme are strongly advised to purchase personal insurance prior to arriving in the UK and covering the entire duration of their stay, and especially to ensure that they have appropriate accident and medical insurance. Travel insurance to cover personal property, breakages, loss and damage is strongly recommended.



4.2 Cambridge International Academy Ltd does not accept any liability whatsoever for stolen, lost or damaged items belonging to students. Cambridge International Academy Ltd is not liable to you for any injury, death, costs related to medical or dental treatment, or costs related to repatriation or for any other losses, damages (whether direct or indirect), compensation, costs or expenses unless Cambridge International Academy Ltd is negligent.

4.3 It is also strongly advised that cancellation insurance is taken out in case of a student's late cancellation in situations that are not caused in any way by Cambridge International Academy Ltd. Please see '7. Withdrawals / Cancellations' for full details.

#### 5. Liability & Changes

5.1 Cambridge International Academy Ltd is covered by public liability insurance. Nothing in these terms and conditions shall operate to exclude any liability of Cambridge International Academy Ltd for personal injury or death caused by the negligence of the company or those employed by the company.

5.2 The details of the programme have been published in good faith. We reserve the right to make any changes or alterations to any aspect of the programme in the event of any factors which may arise beyond our control.

#### 6. Data Protection

6.1 Notwithstanding our Data Protection & Privacy Policy, we may use the personal information you provide to us to:

process your application;

process your payment for the fees;

inform you about similar programmes / programmes that we may in the future provide, but you may ask us at any time to stop using your information in this way.

6.2 We will not give your personal data to any other third party, except that:

we may share your personal data with other companies in the same group of companies as us;

if your booking has been made through an agent we may share information with them; if required to do so due to medical welfare / emergency, accreditation or legal necessity.

6.3 Please also refer to our 'Data Protection & Privacy Policy' on our website for further information regarding how we use your data and your rights in this regard.

#### 7. Agreement and 14 day cancellation period





7.1 Upon receipt of the non-refundable registration fee from the Student or on the Student's behalf, and Cambridge International Academy's confirmation of the Student's acceptance on the programme, this Agreement shall come into and be of effect.

7.2 Subject to clause 7.1, where we have accepted / confirmed the programmes being purchased by you and thus formed a legally binding Agreement with you in accordance with clause 7.1 above, then you are permitted within 14 days starting on the day after the date we have concluded our Agreement in accordance with clause 7.1, to cancel your purchase of the programme. In such circumstances any programme monies paid within the 14 day period shall be reimbursed to the original payee's account.

## 8. Withdrawals / Cancellations

8.1 In all circumstances we are obliged by law to notify the relevant UK Government bodies if a student holding a current UK visa withdraws from a programme.

8.2 The registration fee of £500 is non-refundable in all circumstances.

8.3 When cancelling 120 days or more before the start of the programme 100% of the full fees (excluding the registration fee) is refundable.

8.4 When cancelling 90 to 119 days before the start of the programme, 50% of the full fees (excluding the registration fee) is refundable.

8.5 In the event of a cancellation due to visa refusal, 50% of the fee may be refundable if proof of visa refusal demonstrates evidence of negligence on the part of Cambridge International Academy being the main or only cause of the refusal.

8.6 When cancelling 45 to 89 days before the start of the programme, 10% of the full fees (excluding the registration fee) is refundable.

8.7 When cancelling 0 to 44 days before the start of the programme, 0% of the full fees (excluding the registration fee) is refundable.

8.8 The above withdrawal / cancellation provisions shall apply regardless of the reason for the cancellation, except in the case of exceptional circumstances (9 below).

#### 9. Exceptional Circumstances

9.1 In exceptional circumstances where cancellation or non-attendance is the fault of neither party the total fee (including the £500 registration fee) may be refunded. Examples of such exceptional circumstances are travel restrictions imposed with minimal notice by the authorities of the UK or the student's country of origin.





#### 10. Notes on Refunds

10.1 All refunds are paid minus any bank charges, and minus the registration fee.

10.2 Refunds are made to the fee-payer.

10.3 No refunds are given for late arrivals.

10.4 No refunds are provided for students who are dismissed from the programme for disciplinary reasons (see '1 Personal Behaviour' above).

## 11. Medical Intervention

11.1 By making a booking, it is understood that permission is given by the parent / guardian for first aid to be administered and appropriate non-prescription medication to be given.

11.2 Permission is also understood to be given for Cambridge International Academy Ltd and

/ or its partners involved in delivery of the programme to contact the student's doctor or dentist for information should we be unable to contact the parents / guardian.

11.3 Permission is also understood to be given in an emergency for the student to receive medication as instructed and any emergency dental, medical or surgical treatment, including anaesthetic or blood transfusion, as considered necessary by the medical authorities present. Please advise us in writing therefore if permission is not given, in order that we may act accordingly.

## 12. Social Activities

12.1 By making a booking it is understood that permission is given by the parent / guardian for the student to participate in social activities and excursions organised by Cambridge International Academy Ltd and other external providers as per the final itinerary.

12.2 Please advise us in writing if permission is not given, in order that we may act accordingly. For students under the age of 18 attendance is compulsory at all lessons, workshops, activities and excursions organised by Cambridge International Academy Ltd

## 13. Complaints

13.1 We want you to both enjoy and benefit from participating in your programme. Should you have any complaints or suggestions in relation to your programme or accommodation these should be raised with us directly, in writing, by contacting the Directors of Cambridge International Academy at: hello@CamIntAc.co.uk.

13.2 For further details please refer to our 'Complaints Procedure'.





#### 14. Governing Law

14.1 In the unlikely event that any disputes arising cannot be amicably settled informally, or through the good offices of a third party (see our 'Complaints Procedure' item 7), these 'Terms and Conditions' are governed by the laws of England and Wales. You and we both agree to submit to the jurisdiction of an appropriate UK court to determine any dispute in relation to these Terms and Conditions.

14.2 Where these 'Terms and Conditions' have been translated into another language, the English version shall prevail in the case of any ambiguity.

#### **15. Emergency Numbers**

#### In an emergency:

Emergency services in the UK (fire, police and ambulance) can be contacted by dialling **999** and requesting the service required.

Cambridge International Academy Ltd can be contacted on:

0044 7764283678 or 0044 7483226613

(March 7, 2022)

