



PROSPECT HOUSE

SCHOOL

Immersion Programme Parent Contract

Terms and Conditions

1 Terminology

1.1 The following terminology applies to these terms and conditions:

- 1.1.1 Booking Form: means the online booking form via which the Parents make application for a place on the Programme for the Student.
- 1.1.2 Programme: means the two or three week immersion programme of study and extra-curricular activities delivered by Us to the Student as detailed in Our Programme Confirmation.
- 1.1.3 Head: means the Head of Prospect House School and includes an individual to whom the responsibilities of the Head have been delegated.
- 1.1.4 Parents; You; Your: means individually or together those persons who are named as the parent or guardian of the Student on the Booking Form submitted to Us.
- 1.1.5 Privacy Policy: The School Privacy Policy.
- 1.1.6 Programme Commencement Date: means the first day of the Programme.
- 1.1.7 Programme Confirmation: is the School's confirmation of a place on the Programme for the Student.
- 1.1.8 Programme Fees: means the fees payable by You for the Student to attend the Programme. The Programme Fee includes all tuition charges, materials, lunches and charges for activities within the compulsory school hours. The Programme Fees does not include transport to and from the Programme.
- 1.1.9 Programme Period: means the period between and including the first and last days of the Programme for the Student as detailed in Our Programme Confirmation.
- 1.1.10 The School; We; Us; Our: means Prospect House School, a private limited company registered in England and Wales with registered company number 2274105, whose registered office is at Dukes House, 58 Buckingham Gate, London, SW1E 6AJ trading as Prospect House School, United Kingdom.
- 1.1.11 The School Address: means Prospect House School, 75 Putney Hill, London, SW15 3NT.

1.1.12 Student: means the student named on the Booking Form submitted by the Parents.

2 Booking a place on the Programme

2.1 You shall apply for a place on the Programme by completing and submitting Our online Booking Form. You accept that bookings will be considered in the order in which they are received. Submitting a completed Booking Form does not guarantee the Student a place on the Programme. A place on the Programme is subject to:

2.1.1 the availability of a place;

2.1.2 the minimum number of places confirmed;

2.1.3 Payment of the Programme Fee; and

2.1.4 Our ability to meet the needs of the Student.

2.2 Your booking constitutes a request to us to reserve a place for your child on the Programme for the Programme Period requested by You. A place on the Programme for the Student is subject to Us sending you a Programme Confirmation by email or post. A legally binding contract between the School and the Parents will be formed when We send You the Programme Confirmation.

2.3 We will endeavour to confirm the Programme requested by You but cannot guarantee that these will be available. Should You not wish for the Student to take up their place on the Programme confirmed by Us You may cancel the place in accordance with Section 4 below.

3 Payment Terms

3.1 The Parents shall pay the Programme Fee in full together with any applicable taxes when submitting the completed Booking Form.

3.2 The Programme Fee will be as stated in the Booking Form.

3.3 If payment is not made when the Parents submit the Booking Form the School will not issue a Programme Confirmation and the Student will not be permitted to attend the Programme.

4 Our responsibilities

4.1 We will do all that is reasonable to deliver the Programme for the Student to at least the standard required by law in the particular circumstances.

4.2 We will exercise reasonable care and skill in delivering the Programme for the Student but cannot guarantee that the Student will achieve their desired outcome.

4.3 During the Programme Period We will place the Student in lessons and extra-curricular activities with full time pupils of the School. We reserve the right to

organise the Programme and its delivery in a way which, in the professional judgement of the Head, is most appropriate to others attending the Programme and / or the School community as a whole. This may be by online or other form of remote learning if necessary. We will endeavour to inform the Parents of significant changes to the Programme and the reasons for them as soon as practicable.

- 4.4 We shall do all that is reasonable to care for the Student while they are attending the Programme. If you fail to disclose any medical or psychological issue that could affect the Student's ability to participate fully in the Programme, or may be to the detriment of another student's enjoyment of the Programme, this may result in the Student being removed from the Programme.
- 4.5 You agree that We may refuse to confirm a place or that You will withdraw the Student from the Programme, upon request, if, in the professional judgement of the Head and after consultation with You and with the Student (where appropriate), We are unable to provide adequately for the Student's special educational needs or medical conditions.
- 4.6 The School shall not have any responsibility for providing or arranging accommodation for the Student to attend the Programme.

5 Your responsibilities

- 5.1 You authorise the Head to take and/or authorise in good faith all decisions which they consider on proper grounds will safeguard and promote the Student's welfare and the welfare of other students or staff.
- 5.2 You consent to such physical contact with the Student as may be appropriate and proper for teaching and instruction; or for providing comfort to the Student in distress; or to maintain safety and good order; or in connection with the Student's health and welfare.
- 5.3 You also consent to the Student participating in contact and non-contact sports and other activities as part of the Programme. You acknowledge that while We will provide appropriate supervision the risk of injury cannot be eliminated.
- 5.4 When completing the Booking Form You shall disclose fully to Us all information required. At all subsequent times You shall disclose as soon as possible any changes to the information previously disclosed and all other information necessary for Us to fulfil Our responsibilities under this contract.
- 5.5 In addition to Your obligation to pay the Programme Fee You agree to pay for any wilful loss or damage to Our property or the property of any other person (fair wear and tear excluded) caused by the Student.
- 5.6 Except where there is a legal liability to make a refund or reduction Programme Fees will not be refunded, reduced or waived if: the Student is absent from any part of the Programme through illness; or the Student is asked to leave the Programme for a behavioural or disciplinary reason; or for any reason other than exceptionally and at the sole discretion of the Head.

- 5.7 We and You agree to cooperate with each other in order to fulfil our respective responsibilities under this contract.
- 5.8 You will ensure that the Student will take a full part in the Programme, will attend each day of the Programme Period, will be punctual, will work hard, will be well-behaved and will comply with the School's policies and School Rules which will apply to the Student throughout the Programme Period.
- 5.9 If You have specific requirements or concerns about any aspect of the Student's participation in the Programme You must contact Us as soon as reasonably practicable.
- 5.10 We may need to obtain satisfactory evidence of the identity of the person who is paying Programme Fee, such as sight of a passport, and You agree to provide such information as reasonably requested by Us in this respect.
- 5.11 You agree that You are responsible for arranging suitable accommodation for the Student and for the Programme Period. You also agree that You will reside with the Student in the accommodation You have arranged at all times during the Programme Period. You must inform of the address of the accommodation or any change to that address immediately
- 5.12 You agree that it shall be Your responsibility at all times to ensure that the Student has the appropriate immigration permission to live in the UK and to study on the Programme.

6 Student health and medical matters

- 6.1 We may at any time during the Programme require a medical opinion or certificate as to the Student's general health where We consider that necessary as a matter of professional judgement in the interests of the Student and/or the Programme or School community. We shall have the right to disclose confidential information about the Student if considered to be in the Student's own interests or necessary for the protection of other members of the Programme or School community. Such information will be given and received on a strictly confidential, "need-to-know" basis.
- 6.2 You authorise the Head to consent on Your behalf to the Student receiving emergency medical treatment where certified by an appropriately qualified person as necessary for the Student's welfare and if You cannot be contacted in time.

7 Cancellation, withdrawal and termination

7.1 Cancellation:

- 7.1.1 If the submission of the Booking Form and the issuing of the Programme Confirmation are both made entirely at distance by means of, for example, post or electronic communication without the Parents meeting face to face with a member of the School staff between booking and confirmation, the

Parents have the right to cancel this contract at any time within 14 days of the day after We send You the Programme Confirmation. In such circumstances the Programme Fee will be refunded, pro-rated if the School has already started to provide any services under this contract. To cancel a Programme booking, you need to inform the School in writing. Information about the right to cancel and how to cancel is set out in the School's Immersion Programme cancellation notice and form published on the School's website.

7.1.2 If, after the expiry of the 14 day cancellation period in 7.1.1 above, but no later than 6 weeks before the Programme Commencement Date, You cancel the Student's place on the Programme, the School will repay to You 50% of the Programme Fees paid.

7.1.3 If You cancel the Student's place on the Programme within 6 weeks of the Programme Commencement Date, no refund of any Programme Fees will be made.

7.1.4 If the School cancels the Programme before it commences You will receive a full refund of the Programme Fee if paid.

7.2 If You withdraw the Student from the Programme during the Programme Period, the School shall not refund the Programme Fee or any part of it.

7.3 If the School requires the Student to leave the Programme for a disciplinary or other reason, the School shall not refund the Programme Fee or any part of it.

7.4 The School will refund any Programme Fees using the same method and bank account originally used by You to make Your payment.

8 Severability

8.1 If any of these terms and conditions are determined by a court or other authority to be invalid, unlawful or unenforceable, that term or condition will be severed from the contract but the remaining terms will continue to apply.

9 Data Protection and Privacy

9.1 We process information about You and the Student in accordance with the School's Privacy Policy which is accessible on the School website. You agree that personal information about You and/or the Student may be shared between Us and any third party as necessary in accordance with applicable data protection laws.

9.2 We may use of photographs or images (including video recordings) of the Student for: use in Our promotional material including Our website or social media; press and media purposes; or as part of the Programme.

10 Insurance

- 10.1 You are responsible for arranging any medical and/or travel insurance for the Student and may wish to obtain independent advice on these before the Student travels to attend the Programme.
- 10.2 You are also responsible for insurance of the Student's personal property whilst they are attending the Programme or are on the way to and from Programme.

11 General matters

- 11.1 Only You and We are parties to this contract. Neither the Student nor any third party is a party to this contract and shall not have any rights to enforce any term of it.
- 11.2 The Parents agree that Head is entitled to exercise a wide discretion in relation to the School's behaviour and disciplinary policies, rules and regime and will exercise those discretions in a reasonable and lawful manner, and with procedural fairness when a disciplinary sanction is imposed or the Student's continued participation in the Programme is in jeopardy.
- 11.3 Any expression of dissatisfaction about action taken, or a lack of action by the School where You seek action by Us must be notified to the School as soon as practicable. The Parents will remain courteous and respectful at all times in their dealings with the School regardless of any complaint. A copy of the School's complaints procedure can be obtained from the School's website or supplied on request.
- 11.4 This contract was made at the School and it, together with each matter relating to the provision of educational services by the School, is governed exclusively by the law of England and Wales and the parties submit to the exclusive jurisdiction of the Courts of England and Wales.

Prospect House School: a private limited company
Registered in England, Company Number: 2274105
Registered Office: 58 Buckingham Gate, London SW1E 6AJ