Barnard Castle School
RUGBY ACADEMY

Terms and Conditions: Summer 2027

1. Terminology

1.1 Barnard Castle School Rugby Academy/We: means Barnard Castle School, Newgate, Barnard Castle, County Durham, DL12 8UN, trading as Barnard Castle Rugby Academy (the "Rugby Academy") as now or in the future constituted (and any successor). Barnard Castle School is a registered charity (Charity Number: 1125375).

1.2 The Parent or You: means any person who has signed the Booking Form and/or who has accepted responsibility for a child's attendance at this Rugby Academy.

1.3 Student: means the child named on the Booking Form and/or the child who attends the Rugby Academy.

1.4 Deposit: means the amount payable to the school to complete the booking procedure. Once received by the School, the Deposit will be deducted from the balance of fees payable by the Parent.

1.5 The Booking Form: means the Booking Form provided by the school, or its agent for the purpose of booking a place for the Student at the Rugby Academy.

2. Enrolment

These Terms and Conditions: In all cases, irrespective of whether the Parent completes the Rugby Academy Booking Form or a Booking Form provided by an agent, these Terms and Conditions will apply to the agreement between the School and the Parent and will supersede any Terms and Conditions provided by the agent.

2.1 Places on each course are strictly limited, and you are advised to apply as early as possible.

2.2 An enrolment is not confirmed until the deposit of £250 has been received and it has been acknowledged in writing by the school. A parent has 7 days from the date of booking to pay the requested deposit in order to secure the booking.

2.3 Please note that the initial deposit of £250 per course is non-refundable and is part of the full fee, and not an additional cost.

2.4 Full payment must be received by the school by 31 July 2027. If payment is not received by this date, the school reserves the right to cancel the student's place on the course, and the deposit payment will be forfeited.

2.5 If an application is made and accepted after 1 July, full payment must be made at the time of the booking.

2.6 If incorrect information or misinformation is provided at application to the School, the School reserves the right to ask the student(s) to leave the course. In this case, there will be no refund of the course fees.

2.7 Once a student has registered, name changes will not be allowed. Any amendments to the registration process, if possible and subject to availability, will incur an administrative fee of £50.

3. Airport & Station Transfers

3.1 Residential arrivals must be on the Sunday and should be organised to arrive at the school between 15:00 – 18:00.

3.2 Departures should be on the Saturday, and collections should be organised between 09:00 – 12:00.

3.3 The School can offer suggestions for trusted taxi services, but all transport arrangements from airport to the school should be organised by The Parent. Any arrangements, which fall outside the above arrival and departure window will incur an additional fee payable to The School of £50.

3.4 Airport and station transfers are not included in the course fee.

3.5 Students must be in possession of a valid return ticket with a time and date. It is not acceptable to arrive with an undated ticket. The school is not responsible for booking return tickets.

3.6 It is essential that the school is kept informed of any changes to the student's travel arrangements. Students must not assume that we have received details of changes until they are acknowledged by us in writing.

3.7 Any changes to travel details must be received at least 14 days before the start of the course.

3.8 Students are liable for the cost of excess baggage and Unaccompanied Minor (UM) charges. Please check at the time of booking the airline's arrangements for the payment of airport departure tax and the maximum luggage allowance.

3.9 Any Student not transferring to an approved airport or railway station at the end of the course must be accompanied from the school by an authorised adult.

3.10 If a student is being picked up by an adult who is not the parent or guardian, School requires written confirmation of the name of the adult picking up the child, from the parent 24 hours in advance. The adult must provide photographic ID to the School staff before the student is released into their care.

3.11 The School will not accept responsibility for organising transfers.

3.12 The School will provide a Medical Form, which the Parent must complete and return to the school by 31 July.

3.13 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 or private transport beyond its control.

3.14 Where the School arranges private transport for Students on behalf of Parents, the School shall use its reasonable endeavours to ensure that Students reach the airport or the train station in the UK on time to enable them to catch their flight or their train. Subject to this, the school shall have no

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liability for any direct or indirect loss or expense that is incurred by Students or Parents if a Student misses a flight or a train. 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.

4. Cancellation

4.1 Please contact us immediately if you need to cancel your course (see Liability and Insurance sections).

4.2 If you cancel before the 31 July, your fees will be returned to you, less the deposit which is non-refundable.

4.3 If you cancel after the 31 July, the full fee will be forfeited. Depending on the circumstances, you may be covered by the insurance policy. Details of the policy are available on request. Cancellation claims must be supported by documentary evidence.

4.4 Where the reason for cancellation is due to a visa refusal, please see Student Visas, as separate conditions apply.

4.5 Please note, bookings are non-transferable.

4.6 Any unused portion of the course fee is non-refundable.

4.7 Cancellation by the School

While we fully expect the Rugby Academy to run as scheduled, the school reserves the right to cancel the course if there are insufficient student numbers to operate the programme effectively. In this unlikely event, the Parent will receive a full refund of any deposit and course fees paid. The school shall not be liable for any other costs incurred by the Parent in connection with the booking.

5. Student Visas

5.1 Student visas may be required from some countries, and obtaining a visa is the responsibility of the parent. In cases where the student is required to obtain a visa to attend the Rugby Academy in the UK, a Visa Invitation Letter will be provided by the school.

5.2 If a visa application is refused, the following refund policy applies:

If a visa application is refused and the client has followed all the correct procedures, the school shall refund the full fees paid (less a £250 administration fee and any courier fees incurred) upon receipt of a copy of the original documentation issued by the Entry Clearance Officer.

5.3 The School will not refund a client should the reasons for refusal be related to insufficient or incorrect documentation.

5.4 The School will not refund a client should the client not have applied with sufficient time for the visa to be approved.

5.5 With all visa refusals, original documentation issued by the Entry Clearance Officer must be provided to School to qualify for any refund.

5.6 If a student is found to have the wrong type of visa, they will not be admitted on to the programme. In this case, the school will not be obliged to offer the Parent a refund of fees.

5.7 If a visa has not arrived in advance of the student's course start date, the school will offer to postpone the course to a future date, subject to availability.

6. Liability

6.1 Force Majeure: An event beyond the reasonable control of the parties to this agreement is a Force Majeure Event. Such events include, but are not limited to, any worldwide event or act of God (such as war, disease outbreak, natural disaster or terrorist attack). The school reserves the right to cancel a course or programme in the case of such an event.

6.2 If the School is prevented from or delayed in carrying out its obligations under this agreement by a Force Majeure Event, it shall immediately notify the Parent in writing and shall be excused from performing its obligations while the Force Majeure Event continues.

6.3 The School has public liability insurance. Any liability of the School to the Student or parent or guardian, in respect of which the School has insurance cover, shall be limited to the amount of such cover, and any such liability in respect of which the School does not have insurance cover, shall be limited to the aggregate amount of fees paid in respect of the Student. Nothing in these terms and conditions, however, shall operate to exclude any liability of the school for personal injury or death caused by negligence of the school or our respective servants and agents.

6.4 It shall be a condition of the contract between the School and the Student or his or her parent or guardian, that the School shall not, in any way, be liable to the Student or the parent or guardian in the event that any service contracted to be supplied by the School becomes impossible to supply due to reasons outside our control.

6.5 All organised sports, activities, clubs, events, trips and excursions have been risk assessed by School staff and are deemed to meet health & safety requirements. The school does not accept responsibility for accidents or sports injuries, except in cases where its staff have been found to be negligent.

6.6 If the Parent does not wish the student to partake in any activity, they must inform the school in writing at the time of booking.

6.7 Except in the case of illness, or exceptional circumstances, all students are obliged to go on all excursions. Except in the

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case of illness, or exceptional circumstances, the school is not able to supervise any students on site during an excursion

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

7. Health and Welfare

7.1 Student's health: The Parent warrants that the student is in good physical and mental health and is not travelling or partaking in activities against the advice of any doctor or qualified healthcare professional. The Parent agrees to inform the school, when completing the Booking Form, if the student suffers from any pre-existing medical condition, disability or allergy. In cases of more serious medical issues, The School will contact the Parent for more information to ensure we can offer the necessary provision to the student.

7.2 Medication: The Parent agrees that any medicine brought to the School by the Student will be given to the Welfare Manager or Course Director on arrival. The school shall only accept responsibility for medicines which are licensed in the UK, prescribed by a doctor and which are accompanied by English translation if required. Such medication shall be properly stored and administrated by the Welfare Manager, or by any authorised person who is expressly appointed to administer medicines by the school.

7.3 Illness: In case of illness or injury, the student will see the Welfare Manager who will assess their condition. In cases of minor illness such as a cold, headache or sore throat, the Welfare Manager or any other person expressly authorised by the school may issue common, non-prescribed medicines such as Paracetamol, throat lozenges or cough syrup.

7.3.1 If the Welfare Manager considers that a doctor's visit is necessary for a residential student, an appointment will be made with a local GP.

7.3.2 If the Student requires urgent medical attention, the school's staff will take him/her to the nearest local hospital for immediate care or if necessary, will telephone for an ambulance.

7.4 Emergency medical treatment: The Parent authorises the School 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 for the Student's welfare, and if the Parent cannot be contacted in time.

7.5 Seeing a doctor: Students from non-EU 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 pocket money. Medical Expense Cover is included in the insurances conveyed by the school.

7.6 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 or hospital.

7.7 Student's accommodation: The School reserves the right to organise the student's accommodation as it deems appropriate within the Boarding Houses.

8. Insurance

8.1 There is no extra charge for the insurance cover, which comes into effect automatically upon receipt of the £250 deposit per course.

8.2 Students automatically receive the benefit of Student Travel Insurance. This insurance is provided by Marsh and underwritten by AIG Insurance. The insurer is regulated by the Prudential Regulation Authority and the Financial Conduct Authority.

8.3 If costs are incurred through medical treatment of a student, the parent or guardian is liable for this cost in the first instance.

8.4 Should the need arise; the Parent understands and agrees that they are responsible for making an insurance claim by completing the required paperwork in English and by providing the necessary documentary evidence to support the claim.

8.5 The Parent agrees that the school cannot make claims on behalf of the Parent.

8.6 The School will provide a Claims Form on the Parent's request.

8.7 Full policy terms and conditions are available from the Rugby Academy Website: www.barneyschool.org.uk/...

9. Passports, Tickets and Pocket Money

9.1 The original passport and travel ticket must be presented at registration on arrival at the school and will be kept secure throughout the course.

9.2 Pocket money can be handed in at the start of the student's course. We strongly recommend that parents purchase a prepaid debit card or a credit card for use in the UK. Parents can increase this if extra pocket money is required. The school recommends Students bring no more than £100 pocket money per week on a pre-paid credit or debit card.

9.3 If cash is brought, the school will allow the student to withdraw pocket money on days when there is an excursion from the Welfare Manager or any other authorised person.

9.4 The School cannot lend or advance pocket money to any Student.

9.5 The School shall not be liable for the safety or security of any pocket money, which is brought to the School by Students and that is not handed in to the school for safekeeping upon a Student's arrival, or which is in the student's possession.

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9.6 The Student must not bring valuable possessions to the school. If the Student does bring a valuable item with them, the student is responsible for the security and safe use of that item.

9.7 The School cannot accept responsibility for any lost, stolen or damaged personal possessions brought to the School by the Student.

9.8. Mobile phone use is prohibited during activities and mealtimes unless Students are granted expressed permission by a member of staff to use their phone for a specific purpose. The school reserves the right to confiscate smartphones/tablets if it is deemed necessary. Students will not have access to their smartphones/tablets overnight.

10. Damage

10.1 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. The Parent agrees that such payments to repair damage caused will be taken from the student's pocket money account. Should funds be insufficient or unavailable, the Parent agrees to make payment in full by credit card or bank transfer.

10.2 If any minor damage occurs during the student's stay, the student will forfeit stored pocket money (serious/major damage 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.

11. Academy Rules

11.1 If Students participating in the Rugby Academy do not follow the rules as set out in the Handbook, the School reserves the right to discipline them.

11.2 Serious Breaches of Course Rules: A Student can be excluded for grave breach of School discipline. The following examples of behaviour, which may lead to the student to be sent home, are not exhaustive and are included for illustrative purposes only:

11.2.1 Abusive behaviour including harassment, bullying, actual or threatened violence, damage to personal property and verbal or other abuse on racial, sexual or religious differences.

11.2.2 Students purchasing or drinking alcohol/smoking cigarettes.

11.2.3 Students possessing, using or supplying drugs or any other illegal substances.

11.2.4 Stealing or committing any other criminal offence under UK law.

11.3 Once the decision has been made to exclude a Student from the School, they will be withdrawn from all lessons, activities and excursions and they will be required to pack their suitcase and leave the school.

11.3 If a student has been expelled from the School, the Parent will be responsible for:

11.3.1 Rescheduling, where possible for the same day of the exclusion, and paying for the student's return flight home.

11.3.2 Paying for any additional cost of transferring the student.

11.3.3 If a flight or train is not available for the same day as the exclusion, alternative accommodation will be arranged by the School at the Parent's expense. Parents will be asked to pay any extra costs in advance of the student's transfer to alternative accommodation.

11.4 The School reserves the right to refuse admission based on previous poor behaviour e.g. official warnings as detailed in course rules.

11.5 During excursions, the school may allow Students who are 14 and above to have free time in small groups without the direct supervision of the course staff, unless the parent or guardian writes to tell us their child cannot do this.

11.6 During excursions, students aged 11 - 13 will operate in a minimum group size of 3 persons under indirect supervision.

When supervision is indirect: clear and understandable boundaries will be set for the group, the supervisor will monitor the group's progress at appropriate intervals, the supervisor will be in the activity area and able to reach the group reasonably promptly should the group need support, there will be a recognizable point at which the activity is competed.

12. Visitors to the Rugby Academy

12.1 It is a requirement that all Students attend their activities. Any relative or friend, who wants to take a student out during the course, must seek the permission of the Course Director or his or her delegate 48 hours before the desired time. The parent/guardian of the student must sign an authorisation letter before permission is granted.

13. Marketing

13.1 The School sometimes uses photographs or video footage of the students in promotional material. If the Parent does not wish the student to appear in such material, they must inform the school in writing at the time of booking.

13.2 Students and the parent or guardian are asked to complete a course evaluation form at the end of the course. Unless the Parent writes to tell us this is not acceptable, we may use any comments in future promotional material.

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14. GDPR

14.1 The School complies fully with the latest General Data Protection Regulation (GDPR) guidelines. From time to time, the school will share student details with appropriate third parties as necessary; for example, medical services and agents (only if booking is through an agent). If the Parent does not wish the student's details to be shared with appropriate third parties, they must inform the school in writing. For further information, please visit https://www.barnardcastleschool.org.uk/privacy-policy to read the school's privacy notice.

15. Governing law

15.1 These Terms and Conditions form the basis of any contract between the School and the Parents/Guardian or Agent. The contract is provided in English and is subject exclusively to the laws and courts of England and Wales. For further information, and to book a place, please visit our website www.barneyschool.org.uk/... The contract is provided in English and is subject exclusively to the laws and courts of England and Wales.