

# **SUMMER 2023 UK BOARDING PROGRAMMES**

## **TERMS & CONDITIONS**

We are Get GungHo Pte Ltd, a Singapore based educational consultant and approved agent for SBC Summer Schools, which are operated by Summer Boarding Courses Limited, a company registered in England (Company No. 6697050) (“we”, “us”, or “SBC”) and whose principal place of business is 6 Wellington Place, Floor 3, Cubo, LS1 4AP.

### DEFINITIONS

“Arrival Date” means the date of arrival as described in the Confirmation.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

“Course” means the educational summer school course full details of which will be set out in the Confirmation.

“Code Of Conduct” means the Code of Conduct set out in clause 10.

“Course Start Date” means the first day of the Course as described in the Confirmation.

“Course Finishing Date” means the last day of the Course as described in the Confirmation.

“Deposit” means the sum of £700.

“Payment Due Date” means 15th May 2023.

“SBC Approval Agent” means an agent who has the legal authority to bind SBC to the terms of this Contract.

“Student” means the person who will be attending the Course.

“Terms” means these terms and conditions as amended from time to time in accordance with clause 4.1.

“You/Parent” means the person making the booking on behalf of the Student (who is the parent or legal guardian of the Student) and with whom the legal contract is formed, whether directly with SBC or through an SBC Approved Agent.

## 1. BOOKINGS

1.1 It is advised that you make your booking application as early as possible as places for your preferred course are strictly limited.

1.2 All booking applications must be made by the Parent of the Student being booked onto the Course.

1.3 All refunds for a cancellation made by us or you are subject to the Cancellation terms outlined in clause 5

1.4 Your application for a booking on a course is an offer to enter into a binding contract with us to purchase a place on the Course. Your offer is only accepted when we send you written confirmation that your application is accepted or that we are able to offer you a place on the Course (the "Confirmation").

1.5 We reserve the right to accept an application if the Student's birthday falls within 12 months of the advertised age range, if it is felt by the Directors and the Parents, that the school or college in question would be the most suitable for them. We may also accept or decline your application at our absolute discretion.

1.6 From the date on the Confirmation, a contract will come into existence between us and you (the "Contract"). The Contract will continue until the Course Finishing Date, unless it is cancelled earlier in accordance with these Terms. Where the booking is made via an SBC Approved Agent, the Contract is formed with SBC and not the SBC Approved Agent.

1.7 The Contract will be subject to these Terms and the booking form. These Terms and the booking form set out the entire agreement between you and us in relation to the Course.

1.8 Please check that the details in these Terms and the booking form are complete and accurate. If you think that there is a mistake in the Terms or the booking form or that they do not contain relevant information that you are relying on, please notify us and ask us to confirm any agreed changes in writing before you submit your application.

1.9 Sometimes, due to circumstances outside of our control, we may have to change the location of the Course. Should this happen, we will notify you at the earliest opportunity of the change in location.

1.10 We accept no liability for any losses suffered due to a change of location in accordance with these Terms.

1.11 We will do our best to meet accommodation requests where they have been expressed. Unless explicitly specified as a condition for booking in writing, it will ultimately be at the discretion of Summer Boarding Courses whether to accept these requests. Where accommodation arrangements are made, we do this in the interests of mixing students from various nationalities, which means that the common-spoken language is English.

## 2. BOOKINGS AND LATE APPLICATION

If you submit your application within 10 working days of the Course Start Date and you do not receive confirmation or a response from us with joining instructions within 2 working days, please contact us at **team@getgungho.com**

## 3. UK CONTACT DATA

3.1 If you will be accompanying the Student who is travelling from overseas, we may need to contact you in the two weeks prior to the Course Start Date. You must include your contact details in the UK when you submit your application.

3.2 You should wait to receive our Confirmation before making any travel arrangements. We will not be responsible for any travel or accommodation costs you incur if we have not sent you a Confirmation.

## 4. DEPOSIT, COURSE FEES AND PAYMENT

4.1 The fees payable for each Course (the "Fees") are published on our website: [www.summerboardingcourses.com](http://www.summerboardingcourses.com) and may vary from time to time. Once we have accepted your booking and sent you a Confirmation, no variation of these Terms shall be effective unless it is in writing and agreed by you and us.

4.2 When paying the Deposit and Fees please quote your unique statement number ("Unique Statement Number"), which shall be issued to you on the Confirmation.

4.3 Fees and Deposit are payable in British pounds (GBP).

4.4.1 For residential bookings, you must pay the Deposit within 48 hours of receiving the Booking Confirmation Email. If you do not pay the Deposit on time then we reserve the right to cancel your booking and offer your place to someone else.

4.4.2 For Day Camp bookings, the full amount is due within 48 hours of receiving the Booking Confirmation Email. If you do not pay the fees on time then we reserve the right to cancel your booking and offer your place to someone else.

4.5 The balance of Fees must be received by us no later than the Payment Due Date. Any booking made after this date must be paid in full within 48 hours of receiving the Booking Confirmation Email.

4.6 No Course payment should be made until you have received either our invoice or a Unique Statement Number and Confirmation of a place on the Course.

4.7 If for any reason we cancel or reject your booking, we will refund to you any Fees you have paid within 14 days of cancellation or rejecting your booking if you have paid via Flywire. If you choose to pay via international bank transfer there could be a delay in the refund process.

4.8 If you do not pay the Fees in accordance with these Terms, you will not be entitled to start the Course and we may cancel your booking.

4.9 Fees can be paid by the following methods:

4.9.1 online via our Stripe payment platform. This is our recommended payment method and is almost instantaneous. Stripe offers various payment methods depending on country of origin, including credit or debit card and bank transfer; or

4.9.2 by bank transfer. Should a refund be required and the original payment was via an international bank transfer, this could result in a delay in a refund

4.10 Our bank details for the purpose of paying the Fees are available on the statement issued to you along with the Confirmation.

## 5. CANCELLATION

5.1 SBC International Residential Summer Schools

5.1.1 SBC International Residential Summer Schools includes: SBC Canford, SBC at Twyford, SBC at Eton College, Headington Oxford, Oxford College and Cambridge College. Rochester Independent College Summer School and Earlscliffe Summer School are delivered independently by the schools in partnership with SBC and governed by the schools' terms and conditions.

5.1.2 Subject to the provisions of this clause 5, you have a right to cancel your booking within 14 days from the date of the Confirmation (the "Cancellation Period") without giving any reason.

5.1.3 All cancellations must be made in writing and take effect from the date we receive such notice. Where a cancellation is made more than 30 days prior to the Arrival Date, there will be a refund of all Course Fees paid, minus the Deposit.

5.1.4 Due to the requirement to arrange staffing, transport, airport transfers, accommodation and other aspects of the Course in advance of the Arrival Date, where a cancellation is made less than 30 days prior to the Arrival Date, there will be no refund, except in the case of valid visa refusal (see details below) or at our sole discretion. Where a booking is amended less than 30 days prior to or after the Arrival Date, there will be no refund for any missed elements of the Course (including the Course itself, English Plus, Academic Options, Transfers, etc.), and there may be a further charge for the additional items.

5.1.5 Should you cancel within the Cancellation Period after the Arrival Date we are under no obligation to offer a refund.

5.1.6 Notwithstanding the above, we may cancel a Course no later than 10 Business Days before the Course Start Date if there is low demand for the Course in which case you will receive a refund of any Fees that you have paid.

5.1.7 We may cancel your booking if an event outside our control prevents us providing your selected Course, in which case we will refund any fees paid in accordance with clause 4.7 above.

## 5.2 Day Camps

5.2.1 Subject to the provisions of this clause 5, you have a right to cancel your booking within 14 days from the date of the Confirmation (the "Cancellation Period") without giving any reason.

5.2.2 All cancellations must be made in writing and take effect from the date we receive such notice. Where a cancellation is made more than 30 days prior to the Arrival Date, there will be a refund of all Course Fees paid, minus a £100 per week administrative charge.

5.2.3 Due to the requirement to arrange staffing and other aspects of the Course in advance of the Arrival Date, where a cancellation is made less than 30 days prior to the Arrival Date, there will be no refund, except in the case of a valid visa refusal (see details below) or at our sole discretion. Where a booking is amended less than 30 days prior to or after the Arrival Date, there will be no refund for any missed elements of the Course and there may be a further charge for the additional items.

5.2.4 Should you cancel within the Cancellation Period after the Arrival Date we are under no obligation to offer a refund.

5.2.5 Notwithstanding the above, we may cancel a Course no later than 10 Business Days before the Course Start Date if there is a low demand for the Course in which case you will receive a refund of any Fees that you have paid.

5.2.6 We may cancel your booking if an event outside our control prevents us from providing your selected Course, in which case we will refund any fees paid in accordance with clause 4.7 above.

### 5.3 Online Tuition

5.3.1 For Online Group Classes Courses, cancellation up to 48 hours before the course commences, you will receive a 50% refund. Cancellations within 48 hours of the course commencing will receive no refunds.

5.3.2 For One-to-One Online tuition more than 24 hours' notice must be given to cancel any lesson. Any students cancelling within this time or failing to attend a lesson will still be charged. Any rearrangement of lessons in advance of 24 hours' notice is at the discretion of SBC.

### 5.4 Cancellation Extension for COVID-19

5.4.1 This clause outlines exceptional variations to our terms and conditions in response to the ongoing coronavirus outbreak.

5.4.2 If SBC takes the decision to cancel a course due to Covid-19 the families will be offered a suitable alternative course, or a full refund of all fees paid.

5.4.3 Should a student be unable to attend the course due to a COVID-19 diagnosis, the student will be entitled to receive a credit note, postponement to later 2023 date, or rollover to 2024 course, for all fees paid (no charges), on producing proof of a positive diagnosis.

5.4.4 Students prevented from travelling to the course on the course start date due to international travel restrictions (i.e. country is on UK government's Amber or Red travel list) will be entitled to receive a credit note, postponement to later 2023 date, or rollover to 2024 course, for all fees paid (no charges).

## 6. PAYMENT OF REFUNDS

6.1 Any refunds due to cancellation will only be given if it is permitted under clause 5 (Cancellation) and subject clause 9. No refund shall be given after the Course Finishing Date.

6.2 We take complaints seriously and endeavour to reply to any formal complaint made in accordance with clause 17 below ("Complaint"). It is at our complete discretion to offer refunds should we feel that one is merited following a Complaint.

6.3 If you become entitled under these Terms to receive a refund then:

6.3.1 refunds will be paid in GBP and we will not be responsible for any bank fees or losses you suffer as a result of currency exchange fluctuations or exchanges; and

6.3.2 we will endeavour to pay refunds by the same means as you paid the Fees.

## 7. VISA SUPPORT & VISA REFUSAL

7.1 It is your responsibility to determine how far in advance you need to apply for a visa and to allow sufficient time to obtain a visa including any delays caused by the issuing visa office. We strongly recommend applying for a visa as soon as possible.

7.2 Should the Student require a visa to travel to the UK, we will issue a visa support letter ("Visa Support Letter") for a Standard Visitor visa application upon payment of the Deposit. Please note we require a copy of the Student's passport and visa.

7.3 Where a Course booking is made after the Payment Due Date:

7.3.1 we will only issue a Visa Support Letter once our Fees have been paid in full;

7.3.2 if the visa application is still being processed at the Course Start Date then we will offer you either:

7.3.2.1 a refund of any Fees paid less the Deposit; or

7.3.2.2 a credit note in full for the following year.

If the visa is refused:

7.4 Subject to clause 9, if the Standard Visitor visa application is refused then provided you inform us of this and we receive a valid visa refusal letter no later than ten days prior to the Course Start Date, a full refund of any Fees paid will be issued, less a £200 administration fee.

If the Visa is delayed and the delay is caused by the Embassy:

7.5 Subject to clause 9 if the Student has not received their visa or a visa rejection letter, and the reason for doing so is due to Embassy delays, provided you inform us of this at least ten days prior to the Course Start Date with supporting evidence we will offer you a refund of any Fees you have paid less the Deposit.

7.6 You may instead ask that we apply the Deposit to the following year's Course, which may be accepted only at our discretion.

7.7 We will not offer you a refund if you fail to inform us within this time frame or if the Student does not attend the Course.

7.8 If you receive the visa after the Course Start Date and the Student still wishes to attend, please contact us and let us know. We may be able to find a space for them on the Course but this is not guaranteed.

Reasons why you won't get a refund:

7.9 We will not offer a refund for a visa refusal or for a delay in the visa application where one or more of these criteria is not met:

7.9.1 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 (UKVI);

7.9.2 all necessary documentation must be provided as indicated by UK Visas and Immigration (UKVI);

7.9.3 the visa application is made after the Payment Due Date but before the Arrival Date;

7.9.4 you must be able to demonstrate that all necessary steps were taken to obtain the correct visa and that the application form submitted for the visa was correct and did not contain any material mistakes;

7.9.5 you notify us, at least ten days prior to the Course Start Date that the Student has not received their visa.

7.10 We reserve the right to cancel a booking if a copy of the visa has not been received at least four weeks before the Course Start Date.

## 8. THIRD-PARTY SERVICES

8.1 All accommodation, campuses, cleaning and meals are provided by third party providers which are hired in advance of the Course Start Date. We will use our reasonable endeavours to ensure that the facilities are suitable for the Course and Students however the provision of the above are ultimately out of our control and we can give no guarantee as to the proper performance of the third parties.

8.2 If you send us any feedback on the facilities or meals provided, we will endeavour to pass it on to the respective provider.



## 9. STUDENT OBLIGATIONS

9.1 The Student attending the Course agrees to:

9.1.1 maintain an immigration status that entitles them to undertake the Course,

9.1.2 attend all classes and Course sessions regularly and on time;

9.1.3 ensure they have a level of spoken and written English sufficient to allow participation on the Course;

9.1.4 refrain from using any audio or visual recording equipment during classes or practical sessions; and

9.1.5 comply with our health and safety rules and our Code of Conduct (as set out below).

9.2 You agree and accept that you have informed the Student of their obligations under the Contract. You agree that you are responsible for the Student fulfilling their obligations and following the Code of Conduct.

9.3 Students studying Online Courses with SBC agree to abide by the *Student Code of Conduct*. Failure to do so may result in disciplinary action up to and including dismissal from the course.

## 10. CODE OF CONDUCT

10.1 We expect and hope that all students registered with SBC will have a summer to remember and make every effort to show respect at all times to fellow students and members of SBC staff.

10.2 The Code of Conduct outlined below are designed to ensure that all the students and staff of SBC are able to enjoy the summer free from any unpleasant, intimidating or aggressive behaviour and in safety.

10.3 The breach of any part of the Code of Conduct stated below by the Student may result in their dismissal from the Course. Furthermore, if the Student breaks the law or displays aggressive, intimidating or racist behaviour they will face instant dismissal from the Course. Should the Student face instant dismissal, the Student will be withdrawn from the Course with immediate effect and will need to return home at your expense at the earliest possible opportunity.

10.3.1 Students are expected to attend all meals, classes and arranged activities and excursions provided.

10.3.2 All damage to property, equipment and rooms will be charged to the Student.

10.3.3 Gratuitous or wilful damage to school or college property, public property or other students' property may result in dismissal from the Course.

10.3.4 Theft or suspected theft of school or college equipment or another student's possessions may result in dismissal from the Course.

10.3.5 Consumption or possession of alcohol by the Student (irrespective of age) is not permitted and will result in dismissal from the Course.

10.3.6 Drug-taking or possession of drugs including psychoactive substances (in the UK formally known as legal highs) by the Student will result in instant dismissal from the Course.

10.3.7 A person must be 18 years old to purchase or to smoke tobacco products in the UK. Consumption or possession of tobacco by a student may result in dismissal from the course.

10.3.8 Racist or intimidating behaviour towards another student or member of staff will result in dismissal from the Course.

10.3.9 In the school or college accommodation, girls and boys may only mix in the designated recreation areas.

10.3.10 If the Student leaves their house after lights out, they may be dismissed from the Course.

10.3.11 Personal mobile phones must be turned off during all lessons and scheduled activities.

10.3.12 SBC reserves the right to search a student's room if it is suspected they are breaking any of the Code of Conduct.

## 11. PROMOTIONAL MATERIALS

11.1 We would like to use photographs, video clips and other media of students during the Course for the purpose of our promotional material, including but not limited to;

11.1.1 future marketing;

11.1.2 advertisements;

### 11.1.3 our website and social media

We would also like to use any feedback received from Parents or Students alike and end of Course surveys for the same purpose.

11.2 When applying for a Course with us, please indicate your acceptance for us to be able to use such material for the purpose specified in clause 11.1 above by ticking the relevant box on the booking form.

## 12. VISITING A STUDENT

12.1 Parents and friends are welcome to visit the Student on a Summer Course. 24 hours' notice must be given in writing to your Student Support Manager in Head Office, prior to any visit to the summer school. If the Student is to be taken out of the school or out of the care and responsibility of our staff during an excursion, you must provide written permission by signing an absence form.

12.2 Due to logistics and to ensure a smooth running of a pre-planned itinerary, it is not possible to visit a student whilst they are on an excursion.

## 13. TRAVEL ARRANGEMENTS

13.1 All travel details need to be confirmed in writing as to any changes that may occur. The cost of excess baggage is entirely the responsibility of the Student and SBC will not pay this charge under any circumstances. Please check the airline's policy before travelling.

13.2 The deadline for booking an SBC transfer no later than 3 weeks prior to your intended arrival date. Unfortunately, a transfer may not be guaranteed after this date.

13.3 If you cancel the Shared Transfer Service within 30 days of the arrival/departure date, then you will not receive a refund for this service.

13.4 In cases where a student aged 15 or over is arriving and/or departing independently (i.e. without an accompanying person 18 years of age or older), we must receive an Independent Transfer Form within 7 days of the arrival/departure date.

## 14. INSURANCE

All students attending a course with SBC must have comprehensive travel insurance. SBC, in association with One Broker (GDIS) Ltd, provides all students with travel insurance. The Student will automatically be included on the insurance policy from the date of booking until the Course Finishing Date.

## 15. LIABILITY & CHANGES

15.1 SBC has public liability Insurance. SBC liability to you and the Student will not exceed the value of the Fees actually paid by you to SBC except where such limitation would be considered unfair or unreasonable in law.

15.2 Nothing in these Terms shall operate to exclude any liability of SBC for fraud or fraudulent misrepresentation, personal injury or death caused by the negligence of the company or those employed by the company or anything else which SBC cannot by law exclude liability for.

15.3 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 Course, in the event of unsuitable weather conditions or other factors beyond our control.

## 16. YOUR PRIVACY AND PERSONAL INFORMATION

16.1 Your privacy and personal information are important to us. Any personal information that you provide to us will be dealt with in line with our privacy policy, which explains what personal information We collect from you and how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.

## 17. COMPLAINTS

17.1 If you have any complaints about the Course, please raise this with us by contacting the Summer Boarding Courses Directors by email at:  
**team@etgungho.com**

17.2 If the dispute cannot be resolved using the SBC internal complaint handling procedure, SBC will:

17.2.1 let you know that SBC cannot settle the dispute with you; and

17.2.2 SBC will refer you to our governing body, English UK's, Ombudsman service (**[www.englishuk.com/en/students/complaints-procedure](http://www.englishuk.com/en/students/complaints-procedure)**)

## 18. GENERAL

18.1 We may transfer our rights and obligations under any booking to another organisation, and we will always notify you in writing if this happens, but this will not affect your rights or our obligations under these Terms.

18.2 This Contract is between you and SBC. Except as expressly set out under these Terms no other person shall have any rights to enforce any of its Terms.

18.3 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.

18.4 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 a Student, or if we delay in doing so, that will not mean that we have waived our rights against you or a Student and will not mean that you or the Student does not have to comply with those obligations.

18.5 SBC shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control for example, natural disaster, outbreak of war or terrorist attacks.

## 19. GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by the laws of England and Wales. Both parties agree to submit to the non-exclusive jurisdiction of the English courts to determine any dispute in relation to these terms and conditions.