

# Gordonstoun International Summer School

## Terms & Conditions 2024

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, the following terms shall have the following meanings:

<i>GISS:</i>	Gordonstoun International Summer School ('Summer School' or 'the School'). GISS is operated by Gordonstoun Schools Limited (Company Number 288105 and Scottish Charity number SC037867) and having its registered office at 24 King William Street, London, England, EC4R 9AT. GISS is based at Gordonstoun School, Duffus, Elgin, Morayshire IV30 5RF;
<i>Services:</i>	the provision of the Summer School for the Student by GISS (including its Agents), including accommodation, food, laundry, supervision, instruction, entertainment, activities, standard airport transfer and any necessary medical care provided on-site;
<i>Summer School Dates:</i>	either: (a) Course 1: Friday 5 July – Monday 29 July 2024; or (b) Course 2: Friday 12 July – Monday 5 August 2024 as selected by You on Your Application Form and confirmed by GISS by email.
<i>Agents:</i>	the third parties who are engaged by GISS to provide elements of the Summer School Services. For example, <a href="#">The Outward Bound Trust</a> (OBT);
<i>Student:</i>	the child who will be attending GISS, as specified in the Application Form;
<i>You or Your:</i>	the Student's parent(s) or guardian(s) or other person with parental responsibility for the Student, being the person who has signed the Application Form, in such a capacity;
<i>Application Form:</i>	the GISS application form to apply for a place on the Summer School which comprises of: <a href="#">2024 GISS Student Application Form</a> and the <a href="#">Student Health Form</a> ;
<i>Fee:</i>	the fully inclusive fee for the Services is £6,450 per student. The Fee does not include transport from and to the Student's usual place of residence, pocket money, private health care, medical expenses or bespoke airport transfers;
<i>Fee Invoice:</i>	the invoice issued by GISS for the Fee (or, if applicable, the balance of the Fee remaining after payment of the Deposit);
<i>Deposit:</i>	the amount of £1,000 payable in accordance with section 2.3. This amount is strictly non-refundable and will be deducted from the Fee;
<i>Deposit Invoice:</i>	the invoice issued by GISS for the Deposit in accordance with section 2.3;
<i>Deposit Payment Date:</i>	the date by which the Deposit must be received by GISS, being 14 days after the issuing of the Deposit Invoice by GISS or 30 April 2024, whichever occurs first;
<i>Full Fee Date:</i>	the date by which the Fee must be received in full by GISS as follows: (a) If an application is made before 15 April 2024, payment of the Fee must be received by 30 April 2024; or (b) if an application is made on or after 15 April 2024, payment of the Fee must be received 14 days after the issuing of the Fee Invoice by GISS or the day immediately before the course start date, whichever occurs first.
<i>Student Health Form</i>	the health form that You are required to complete in respect of each Student in accordance with section 4.1.

1.2 The headings in these Terms and Conditions are for ease of understanding only, and do not form part of the Terms and Conditions.

### 2. Application, Payment of Fee & Registration

- 2.1 By submitting an Application Form to enrol a child at GISS, You accept that You shall be bound by these Terms and Conditions.
- 2.2 If the Student is accepted onto the Summer School, any such acceptance by GISS shall be conditional on payment of the Deposit and the Fee (or the balance of the Fee) in accordance with this section 2.
- 2.3 If Your application is made before 15 April 2024 and is successful, GISS will notify You by email and issue the Deposit Invoice. To secure the Student's place at the Summer School (subject to payment of the Fee in accordance with section 2.4), the Deposit is payable by You by the Deposit Payment Date.
- 2.4 The balance of the Fee is due in full by the Full Fee Date. Once GISS has received the Fee, the Student's registration has been completed, and the Student will have a confirmed place at the Summer School, subject to completion of the Student Health Form in accordance with section 4.1.
- 2.5 If Your application is made on or after 15 April 2024 and is successful, no Deposit is payable and the Fee must be paid in full by the Full Fee Date. GISS will notify You of the outcome of Your application by email and issue the Fee Invoice.
- 2.6 Both applications and registrations for GISS are accepted at the sole discretion of GISS and are not transferable.
- 2.7 Payment of the Deposit and Fee shall be made by bank transfer through the School's "Flywire" payment portal, details of which will be included in the Deposit Invoice and the Fee Invoice.

### 3. Cancellation

- 3.1 Cancellations should be advised by email to: [giss@gordonstoun.org.uk](mailto:giss@gordonstoun.org.uk) and are effective at the point of receipt by GISS. Deposits are non-refundable and the following applies in respect of cancellations: .
  - 3.1.1 For cancellations made 60 days or more before the course start date, there will be a full refund of Fees paid, less any Deposit paid.
  - 3.1.2 For cancellations made between 31 and 59 days before the course start date, 50% of Fees paid will be refunded, less any Deposit paid.
  - 3.1.3 For cancellations made 30 days or less before the course start date, there will be no refund of the Deposit or the remainder of the Fee.
- 3.2 If a Student is withdrawn or removed from GISS during the course of the Summer School, either by parents or by GISS due to injury, illness or a breach of student behaviour (see section 8) there will be no refund of any Fees, except in exceptional circumstances. Any refund of Fees will be at the sole discretion of the School.
- 3.3 If a Student is withdrawn or removed from GISS in accordance with section 3.2 above, the costs of arranging for the Student to be returned to their usual place of residence will be entirely borne by You.

### 4. Medical

- 4.1 You must complete and return the Student Health Form. If the School does not receive a completed Student Health Form before the beginning of the Summer School, GISS reserves the right to cancel the Student's place on the Summer School with no refund of any Fees, except in exceptional circumstances and at the sole discretion of the School.
- 4.2 You are responsible for informing GISS in writing if the Student suffers from any pre-existing medical condition (physical or psychological), disability or allergy by completing the Student Health Form. Once GISS have received the completed Health Form, GISS may seek further details from You at their sole discretion regarding the same.
- 4.3 GISS will make reasonable adjustments to accommodate disabled Students, but this will not be possible in every case. GISS reserves the right not to approve Your Application on the grounds that GISS does not have the knowledge, expertise or experience to properly care for the Student.
- 4.4 If, during the period when the Services are provided, GISS (based upon medical advice) concludes that the information provided in the Student Health Form is not correct and full, or that it has changed since the time of completion of the Student Health Form, GISS reserves the right to terminate the Services. In such circumstances, no refund of the Fee will be given to You and the costs of arranging for the Student to be returned to their usual place of residence will be entirely borne by You.
- 4.5 In the event that a Student becomes ill or incapacitated while participating in the Summer School, You agree to medical treatment being given as follows:
  - in accordance with the recommendations of a qualified medical practitioner;
  - routine medical care by GISS personnel and / or their Agents;

- first aid medical care by GISS personnel and / or their Agents;
  - the issuing of medication which the Student brings to GISS, in accordance with Your instructions;
  - the issuing of prescription medication prescribed to the Student whilst at GISS; the issuing of over the counter medication, as and when required.
- 4.6 In the event of an emergency, the School or our Agents will if practicable attempt to obtain your prior consent to urgent medical attention. However, should we be unable to contact You, You authorise GISS and its Agents to make the decision on Your behalf should consent be required for urgent treatment (including anaesthetic or operation) recommended by a doctor or other appropriately qualified person as necessary.
- 4.7 If, after the Student Health Form has been submitted, the Student becomes ill, suffers from any injury, or comes into contact with any contagious or infectious disease prior to the commencement of the Summer School, You must immediately notify GISS in writing and provide a medical certificate from the Student's doctor, giving the Student approval to attend GISS. If the Student is unable to attend due to injury or illness there will be no refund of any part of the Fee after the Full Fee Date.
- 4.8 Any additional costs for medical treatment, such as emergency dental care or specialised private health care, together with repatriation to the Student's usual place of residence, will be charged to You. Where the Student is not entitled to free medical care in the UK, GISS recommends that You arrange medical insurance to cover the duration of the Student's stay at the Summer School.
- 4.9 Students must disclose all medication on arrival at GISS. Medication will be stored and administered by qualified personnel.

## 5. Travel & Transport

- 5.1 Students must arrive on the designated arrival and departure dates. Transfers for Students to and from either Aberdeen or Inverness Airport on the arrival and departure dates are included in the Fee. There is no reduction in the Fee if the Student does not need a transfer.
- 5.2 Should You or another person wish to accompany a Student or Students on the transfers, every reasonable effort will be made to include You on the transportation scheduled for the Students to the School. GISS is not responsible for scheduling or bearing the cost of Your return transportation to the airport.
- 5.3 The cost of any excess or lost baggage or unaccompanied minor charges is entirely the responsibility of You.
- 5.4 A valid passport is essential for travel to the UK, with an expiry date of at least 6 months beyond the end date of a visit.
- 5.5 In the event that a Student requires a visa, You take full responsibility for ensuring that You obtain a visa. GISS will provide a Visa Support Letter if required on receipt of a scanned passport copy. In the case of visa refusal, the cancellation provisions set out in section 3.1 will apply.
- 5.6 Parents must complete and return the Travel Details Form by 31<sup>st</sup> May 2024, or if the application is accepted after this date, then by the date agreed between the parties. It is Your responsibility to check this information carefully and inform the School of any changes or inaccuracies.
- 5.7 At the end of the Summer School, where the Student requires transfer services to the departure airport, GISS shall use its reasonable endeavours to ensure that the Student arrives at the departure airport in time for their flight, however, GISS accepts no liability for any losses incurred by You or the Student if the Student misses their flight.
- 5.8 GISS accepts no liability for any losses incurred by You or the Student caused by delays, changes or cancellation of flights or other public transport. If the Student's flight is cancelled and the Student requires accommodation, the cost of this and any additional transfers to or from the departure airport shall be borne by You.
- 5.9 It is Your responsibility to arrange appropriate travel insurance to cover the Student for the duration of their stay at GISS and their return journey. GISS recommends that this insurance includes cover for circumstances such as late arrivals and departures of flights or other public transport, illness and loss or damage to property. GISS will make available details of recommended insurance providers and will use reasonable efforts to facilitate arrangement of insurance cover but gives no warranty as to the suitability of such cover.

## 6. Supply of Services

- 6.1 GISS shall provide or procure that its Agents provide the Services to the Student.
- 6.2 GISS reserves the right, at its sole discretion, to withdraw the Student from any activity at any time, on the grounds of safety or unsuitability. This includes circumstances where, in GISS' sole discretion, the Student's participation in an activity would not be conducive to the Student or other participants' safety, well-being or enjoyment. In such cases, we will not refund the cost of the activity or any part of the Fee.

- 6.3 GISS reserves the right to alter programmes, activities, itineraries, excursions, age brackets, premises and personnel as it thinks fit, and without notice.

## **7. Your Responsibilities**

- 7.1 You are responsible for all acts or omissions of the Student whilst the Student is at GISS. The full cost of repairing any damage caused by the Student to GISS property, the property of another Student or a third party will be payable by You.
- 7.2 You agree to the Student participating in the GISS programme, and You acknowledge that there is an inherent risk in all sporting and adventurous activities. Together with our Agents, we have significant experience in providing adventurous activities and consider our safety arrangements to be at the forefront of the adventure activity industry. The risk of serious injury to participants is extremely small but it is not non-existent. We take a great deal of care of participants' safety. However, as in any adventure activity, there will be some factors beyond our control. Participants will be briefed before every activity and are expected to follow the safety procedures explained to them and to indicate if they are unsure of what is expected of them. Participants are never forced to do an activity and if any participant has concerns, they should make these known to their instructor. The level of risk associated with GISS activities is normally very low, and probably no greater than that experienced by active people in everyday life. GISS does not accept responsibility for accidents or injuries, except in cases where GISS staff have been found to be negligent.
- 7.3 If You do not wish the Student to take part in a specific activity or excursion, You must inform GISS prior to the start of the Summer School.
- 7.4 It is Your responsibility to provide GISS with such information (including name, address and other contact details) of every person who is a parent and / or guardian and / or person with parental responsibilities for the Student and / or other contact persons. By providing these details You confirm that GISS may contact these persons regarding the Student should they wish, or need, to do so and that they have provided their consent to be so contacted.
- 7.5 It is Your responsibility to tell GISS with whom the Student ordinarily resides.

## **8. Student Behaviour**

- 8.1 Students are to display good manners and courtesy to all staff and students at all times.
- 8.2 Students should treat their own possessions, those of GISS, other Students, staff or other third parties with respect.
- 8.3 The following behaviour by any Student will not be tolerated:
- Any behaviour which is contrary to the health and safety of the student, other students, staff or other persons;
  - Vaping and the possession or consumption of alcohol, tobacco or drugs;
  - Intimate relations;
  - Dishonesty or theft;
  - Aggressive, racist or discriminatory behaviour, bullying or unkindness towards others.
- 8.4 GISS reserves the right to search the bags and personal property of all Students at their sole discretion and where necessary, without the Student's permission.
- 8.5 If a Student fails to meet the required standards of behaviour, GISS reserves the right to:
- 8.5.1 discipline the Student (in consultation with You, where possible);
- 8.5.2 remove the Student from GISS, without a refund. In these circumstances GISS will endeavour to liaise with you as to the most appropriate manner in which to return the Student to the Student's usual place of residence. You will be liable for any costs associated with the return of the Student to the Student's usual place of residence; and
- 8.5.3 at the sole discretion of GISS, inform the appropriate local, national or international authorities.
- 8.6 Students are required to understand and accept The Outward Bound Trust's Code of Conduct.

## **9. Valuables, Electronic Devices and Lost Property**

- 9.1 GISS will not be liable for any item of jewellery, electronics or other valuable property brought to the School by the Student.
- 9.2 GISS will list and itemise all valuable items of property disclosed by the Student to GISS at the earliest possible occasion on the designated arrival date. On or before the departure date, GISS will check that the Student has the disclosed valuable property prior to departure. Where there is a discrepancy between the items recorded upon arrival and those recorded on departure, this will be notified to You.

- 9.3 GISS will not be responsible for any property left at the School (by the Student or otherwise), and may dispose of any such property if not claimed by You within 6 weeks after the end of GISS.
- 9.4 Electronic devices, including mobile telephones, may only be used with the permission of a member of staff of GISS. Generally the time spent on electronic devices, including mobile telephones, will be limited to approximately a maximum of 90 minutes per day and at times designated by GISS.

## 10. Liability

- 10.1 Nothing in these Terms and Conditions will limit or exclude liability for death or personal injury caused by GISS' negligence, fraud or fraudulent misrepresentation.
- 10.2 Other than stated in section 10.1, GISS does not accept liability for any loss, damage, cost or expense caused to the Student or You. GISS' entire liability under, or in connection with these Terms and Conditions shall not exceed the amount of the Fee for the provision of the Services, save where such liability cannot be excluded or limited by operation of law.
- 10.3 Where GISS provides, in connection with the provision of the Services, any goods or equipment or services supplied by a third party, GISS does not give any warranty or guarantee as to their quality, fitness for purpose, performance or otherwise.
- 10.4 GISS shall have no liability to the Student for any loss, damage, costs, expense or other claims for compensation arising from any instructions supplied by You which are incomplete, incorrect, inaccurate or illegible, or arising from the Student's late arrival or non-arrival, or any other fault of You or the Student.
- 10.5 GISS will not be held liable for any issues arising from a Student Health Form being completed incorrectly or as a result of any omissions.
- 10.6 GISS will not be bound by any statement unless it is in writing and authorised by a Director of GISS or his or her designate.

## 11. Data Protection, Confidentiality and References

- 11.1 The School holds information about You and the Student for the purposes of providing the Services. GISS will use Your child's personal data to manage and administrate their participation on the Summer School courses. Details of how we use personal data are set out in our Privacy Notice, available at <https://giss.org.uk/privacy-policy/>
- 11.2 We may share information with third parties, including our Agents and transport providers, when necessary to provide the Services.
- 11.3 GISS will use photographs and video of Your child, taken by the School's photographer, or by a selected third-party photographer appointed by the School, within the School, on the School's website, and in School publications and promotional material. If You are not happy for photographs and videos of Your child to be used in this way, you can opt-out by emailing [giss@gordonstoun.org.uk](mailto:giss@gordonstoun.org.uk). Where a Student is aged 12 or over, where possible they will be given the opportunity to opt-out of their photographs and videos being used for promotional purposes. Parents and Students will be asked to complete an end of course survey; reviews and comments may be used in promotional material.
- 11.4 Should You propose that Your child be considered for entry to Gordonstoun for full time education, GISS may supply information and a reference in this respect. Any reference supplied by GISS shall be confidential. GISS will ensure that all information supplied relating to Your child is accurate and any opinion given on their ability, aptitude for certain courses and character is fair. We cannot be liable for any loss You or Your child is alleged to have suffered resulting from a reference or report given by GISS.

## 12. Force Majeure

- 12.1 The School will not assume responsibility or liability for any damage, loss, claim or injury (including claims for the alteration or cancellation of Summer School) resulting from events beyond our reasonable control including, without limitation, acts of God, strikes, incidents of terrorism, politically or religiously motivated violence, war, pandemic, epidemic, outbreak of disease, compliance with any law or governmental order, rule, regulation or direction, environmental contamination, malicious damage, threats to safety, fire or extreme weather.

## 13. General

- 13.1 If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.
- 13.2 These Terms and Conditions are governed by the laws of Scotland, and the parties submit to the exclusive jurisdiction of the Scottish Courts.

13.3 GISS reserves the right to change or add to these terms from time to time for legal, safety or other substantive reasons in order to assist the proper delivery of the Summer School.