



CATERHAM
SCHOOL
VIRTUAL

**BOOKING TERMS AND CONDITONS
2021**

1. Terminology

- 1.1 **School or We or Us:** means Caterham School as now or in the future constituted (and any successor). The School is constituted as a charitable company limited by guarantee.
- 1.2 **Parents or You:** means any person who has signed the booking form and/or who has accepted responsibility for a child's attendance on the online course.
- 1.3 **Parental Responsibility:** Those who have Parental Responsibility (i.e. legal responsibility for the child) are entitled to receive relevant information concerning the child whether or not they are a party to this contract unless a court order has been made to the contrary, or there are other reasons which justify withholding information to safeguard the best interests and welfare of the child.
- 1.4 **Pupil or Student:** means the child named on the booking form. The age of the Pupil will be calculated in accordance with British custom.
- 1.5 **The Booking form:** means the booking form provided on the Schools website or its agent for the purpose of booking a place for the Pupil on any of the School's online courses.

2. Enrolment

- 2.1 To book one of the School's online courses you will need to complete the online booking form on the Caterham School Virtual Website.
- 2.2 The School will confirm in writing that the space has been reserved and confirm the course dates, times and tutor assigned to the Pupil.
- 2.3 Once dates and times of course are agreed the parent must pay the full amount for the course in order to secure the booking. If payment is not received within three days, the School reserves the right to cancel the Pupil's place on the course.
- 2.4 The Parent agrees to inform the School, when completing the booking form, if the Pupil suffers from any pre-existing illnesses and any learning and behavioural difficulties.
- 2.5 If incorrect information or misinformation is provided at application the School reserves the right to ask the Pupil(s) to leave the course. In this case, there will be no refund of the course fees.
- 2.6 Once a Pupil 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. Cancellation and liability

- 3.1 All cancellations must be received in writing. Please contact us immediately if you need to cancel your course.
- 3.2 If you cancel more that 4 weeks prior to the start of the course, your fees will be returned to you, less an admin fee of £50 which is non-refundable.

- 3.3 If you cancel with less than 4 weeks prior to the start of the course, the full fee will be forfeited.
- 3.4 If you cancel a course part way through, the full fee will be forfeited.
- 3.5. Bookings are non-transferable.
- 3.6 Caterham School reserve the right to cancel an online course at any time due to unforeseen circumstances, such as teacher absence or illness.
- 3.7 We will not be liable or responsible for any failure to perform, or delay in the performance of, any of Our obligations under the Agreement that is caused by an Event Outside Our Control provided that We tell You that an Event Outside Our Control has happened.
- 3.8 An '**Event Outside Our Control**' means:
- 3.8.1 any act, event, non-occurrence, omission or accident beyond Our reasonable control; or
 - 3.8.2 without limitation, any of the following to the extent that it is beyond Our reasonable control:
 - (a) Acts of God, flood, drought, earthquake, or other disaster;
 - (b) epidemic or pandemic or a realistic prospect of either;
 - (c) outbreak of Swine Flu, Avian Flu, SARS, Coronavirus Covid-19, or any similar occurrence;
 - (d) terrorist attack, civil war, civil commotion or riots;
 - (e) change in law;
 - (f) fire, explosion or damage;
 - (g) loss during transport;
 - (h) adverse weather conditions (including unusual temperatures);
 - (i) interruption or failure of utility service, including, but not limited to, electric power, gas or water;
 - (j) any labour dispute, including, but not limited to, strikes, industrial action or lockouts; or
 - (k) collapse of building structures, failure to obtain raw materials, failure of machinery, computers or vehicles.
- 3.9 Our obligations under the Agreement will be suspended for the period that the Event Outside Our Control continues. We will take reasonable steps to prevent an Event Outside Our Control from happening in the first place, to bring the Event Outside Our Control to a close, and to limit the impact of the Event Outside Our Control on the performance of Our obligations under this Agreement.
- 3.10 In the instance of Caterham School cancelling a course due to unforeseen circumstance or force majeure, your full fees will be returned to you or part thereof should the course be cancelled part way through.

3.11 Where possible an alternative will be offered such as postponing the date or rearranging to a mutually convenient time. Where this is not possible a full or partial refund will be offered.

4. Attendance

4.1 Pupils should ensure that they are ready to start the scheduled lesson 5 minutes prior to the start time.

4.2 If the pupil is late for any reason the Pupil will lose the lesson time they have missed.

4.3 The maximum length of time a teacher will wait for a Pupil to attend their scheduled lesson is 15minutes. After this time, if the teacher has not been contacted to explain the lateness, the lesson will be cancelled and an alternative will not be offered.

4.4 If a teacher is late to a lesson s/he will extend the lesson or arrange to make up the missed time at another mutually suitable time.

4.5 If a Pupil is unable to attend, or the lesson becomes unfeasible due to lack of internet connection or similar technical fault from their end, the lesson will be cancelled and alternative will not be offered. The School accepts no responsibility for a poor internet connection on the part of the student.

5. Lesson etiquette

5.1 Pupils should ensure they can participate in the online lesson in a quiet and suitable location where they will not be interrupted.

5.2 There is no uniform for online lessons however Pupils should be appropriately dressed.

5.3 Pupils must have their webcam turned on for every lesson.

5.4 Pupils must behave in a respectful manner towards their tutor. Abusive or rude behaviour will not be tolerated either during the lesson or in any written or oral communication with their tutor. Such behaviour will result in the cancellation of the course and no monies will be refunded.

5.5 The School reserved the right to sanction Pupils for failing to comply with lesson etiquette.

6. Privacy policy and data protection

6.1 For the purposes of this clause 6, "**Personal Data**", "**Data Controller**", "**Data Processor**" and "**Data Subject**" shall have the meanings given in Data Protection Law and any modification or re-enactment thereof unless otherwise stated or self-evident from the context. Data Protection Law shall be interpreted to mean (a) the Data Protection Act 2018, the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016, otherwise known as the General Data Protection Regulation (GDPR), the UK GDPR when in force, the Data Protection Directive (95/46/EC), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003), any other applicable law concerning data protection, privacy or confidentiality and any subordinate or related legislation; (b) any replacement to, addition to, or amendment

of, any of the foregoing; and (c) any other applicable laws concerning data protection, confidentiality or privacy which may come into force from time to time, including any such applicable laws in any relevant jurisdiction. In this definition, "relevant jurisdiction" includes any jurisdiction in which Personal Data relating to this agreement are Processed

6.2 We use Personal Data which We Process in connection with this Agreement to:

6.2.1 run and facilitate the course;

6.2.2 keep You updated about events and activities which may be of interest to You

6.2.3 enable Us to improve the services We offer (including to You); and

6.2.4 help Us comply with Our legal obligations (for example, We may need to keep a record for medical or health and safety reasons)

6.3. Further information on how We use Personal Data, including for the Purposes, can be found here <https://www.caterhamschool.co.uk/privacy-policy/>

6.4 Lessons will be recorded and sent to the Pupil so they can review the lesson. All recordings are protected and can only be viewed by entering the Pupil's password.

6.5 Recording can only be shared with the Pupils immediate family for the purpose of assisting the Pupil in their studies.

6.6 Recordings must not be shared into the public domain, on any social media sites or platforms.

6.7 Pupils 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.

6.8 We reserve the right to take photographs and videos of online courses or events taking place as part of the Caterham School Virtual Enterprise for use in connection with publicity. This will include publication in [• School publications, in social media and on the School website]. Where appropriate, We will seek specific consent for this. If there is any reason why We should not take such photographs or videos, or if You have any concerns or objections to this, You must let Us know.

7. Complaints

7.1 If you have any expression of dissatisfaction about any element of the course or lessons please tell us at once so we can try to rectify it. In the first instance please contact your course tutor. If you are still not happy, please contact enquiries@caterhamvirtual.com

8. General

8.1 These Terms and Conditions form the basis of any contract between the School and the Parents/Guardian or Agent. The Agreement shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts in connection with any dispute arising hereunder, save that We may enforce Our rights in School Intellectual Property Rights in any relevant jurisdiction.