

# Gordonstoun Active Revision Course

## Terms & Conditions 2022

### 1. Definitions and Interpretation

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

<i>Application Form:</i>	the Gordonstoun Active Revision Course (Active Revision) application form appended to these Terms and Conditions;
<i>Fee:</i>	the fully inclusive fee for the Services is £1,500 per student. The Fee does not include transport to and from the Student's place of residence, pocket money, private health care, medical expenses and / or bespoke airport transfers;
<i>Full Fee Date:</i>	either: (a) the 28th February 2022, by which date the Fee relating to the provision of the services must be received in full by Active Revision; or (b) in the event that an application is made after 28 February 2022, the Full Fee Date is 14 days after the issuing of the invoice by Active Revision or by the course start date, whichever occurs first;
<i>The Gordonstoun Active Revision Course:</i>	Active Revision is operated by Gordonstoun Schools Limited (Company Number 288105 and Scottish Charity number SC037867) and having its registered address at Gordonstoun School, Duffus, Elgin, Moray, IV30 5RF;
<i>Services:</i>	the provision of the course for the Student by Active Revision, including accommodation, food, laundry, supervision, instruction, entertainment, activities, standard airport transfer, medical care provided on-site and by the UK National Health Service;
<i>Student:</i>	the child or children who will be attending Active Revision 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;

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 Upon written acceptance by Active Revision of your application, you shall pay Active Revision the Fee in full by the Full Fee Date. Once Active Revision has received the Fees the Student's registration has been completed, and the Student may attend the Course.
- 2.2 Both applications and registrations for Active Revision are accepted at the sole discretion of Active Revision, and are not transferable.
- 2.3 Payment of fees shall be made either by bank transfer or credit card, details of which will be included in the invoice.

### 3. Cancellation

- 3.1. If you wish to cancel an Active Revision Student application, you may do so by email at: [gibsonk@gordonstoun.org.uk](mailto:gibsonk@gordonstoun.org.uk)
- 3.2. If a Student registration is cancelled after the Full Fee Date, the Fee will be retained in full by Active Revision as refunds will not be given after the Full Fee Date. (Gordonstoun recommends appropriate cancellation insurance be purchased, see section 10.4 Liability)

- 3.3. COVID-19: If a student cannot attend the Revision course due to COVID related travel restrictions, or Gordonstoun is required to cancel the course due to Covid related issues, parents will receive a full refund.
- 3.4. If a student is withdrawn from the Revision Course during the course, there will be no refund of fees, except in the case of a serious breach of these Terms and Conditions by Gordonstoun Active Revision Course.

#### **4. Medical**

**You must complete and return the Student Health Form at the time of submitting your Application Form. Active Revision will not accept a Student application without a completed Student Health Form.**

- 4.1 Active Revision reserves the right not to approve your application on the grounds that a Student's medical health is not conducive to the Student's, or other Students' participation at Active Revision and / or Active Revision does not have the knowledge, expertise and / or experience to properly care for the Student.
- 4.2 In the event that a Student becomes ill or incapacitated whilst a Student at Active Revision, You agree to medical treatment being given as follows:
- in accordance with the recommendations of a qualified medical practitioner;
  - routine medical care by Active Revision personnel and / or their agents;
  - first aid medical care by Active Revision personnel and / or their agents;
  - the issuing of medication which the Student brings to Active Revision, in accordance with Your instructions;
  - the issuing of prescription medication prescribed to the Student whilst at Active Revision;
  - the issuing of over-the-counter medication, as and when required.
  - In the event of an emergency, we will if practicable, attempt to obtain your prior consent to urgent medical attention. However, should we be unable to contact you, we shall be authorized to make the decision on your behalf should consent be required for urgent treatment (including anesthetic or operation) recommended by a doctor.
- 4.3 You are responsible for informing Active Revision in writing of any medical issues (both physical and psychological) relating to the Student by completing the Medical Form, appended to these Terms and Conditions. Once Active Revision has received the completed Medical Form Active Revision may seek further details from you at their sole discretion regarding the same. If, during the period when the Services are provided, Active Revision (based upon medical advice) concludes that the information provided in the Medical Form is not correct and full, or that it has changed since the time of completion of the Medical Form, Active Revision reserves the right to terminate the Services. No refund of the fee will be given to You and the costs of arranging for the Student to be returned to his/her place of residence will be entirely borne by You.
- 4.4 If, after the 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 course, You must immediately notify Active Revision in writing and provide a medical certificate from the Student's doctor, giving the Student approval to attend Active Revision.
- 4.5 Any additional costs for medical treatment, such as emergency dental care or specialised private health care, together with repatriation to the place of residence, will be charged to You.
- 4.6 Students must disclose all medication on arrival at the Revision course. Medication will be stored and administered by qualified personnel.
- 4.7 As a result of COVID-19, PCR or lateral Flow Testing may be required either by the school or as per government requirements. This testing is required to keep our community safe and will be supported by qualified personnel. We will inform you any such requirements in advance.

- 4.8 Gordonstoun follows all guidance set out by the Scottish Government with regards to COVID-19. You understand and agree that your child will be required to follow these.

## **5. Travel & Transport**

- 5.1.1 Students must arrive on the designated arrival and departure dates. Transfers for Students to and from Aberdeen and Inverness Airport and Elgin Train station on the arrival and departure dates are included in the Fee.
- 5.1.2 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. Active Revision is not responsible for scheduling or bearing the cost of Your return transportation to the airport.
- 5.2 The cost of any excess baggage is entirely the responsibility of You.
- 5.3 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.
- 5.4 In the event that a Student requires a visa, You take full responsibility for ensuring that You obtain a visa. Active Revision will provide a Visa Support Letter if required on receipt of a scanned passport copy.
- 5.5 Parents must complete and return the Travel Details Form by 1 March 2020 or, if the application is accepted after this date, by the date agreed between the parties (which will be supplied in due course).

## **6. Supply of Services**

- 6.1.1 Active Revision shall provide the Services to the Student.
- 6.1.2 Active Revision reserves the right, at its sole discretion, to withdraw the Student from any activity at any time, on the grounds of safety or unsuitability.

## **7. Your Responsibilities**

- 7.1 You are responsible for all acts or omissions of the Student whilst the Student is at Active Revision. Without prejudice to the generality of the foregoing, You shall fully indemnify Active Revision, their agents, contractors and / or employees for any loss, damage, costs or expenses resulting from such liability, injury or damage.
- 7.2 You agree to the Student participating in the Active Revision program, and You acknowledge that there is an inherent risk in all sporting and adventurous activities.
- 7.3 It is Your responsibility to provide Active Revision 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 Active Revision 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.
- 7.4 It is Your responsibility to tell Active Revision 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 are to display a committed work ethic to their studies at all times and are expected to co-operate with staff and students.
- 8.3 Active Revision reserves the right to refuse attendance on the course to a Student who has been removed from his/her school either temporarily or permanently due to failure to adhere to school rules, even if this is between the time of application and the start of the course, without a refund.

- 8.4 Students who fail to meet the required Student behaviour on the course will find it recorded in his/her main school record if he/she is a student at Gordonstoun. Punishments may be continued into main school term time if it is felt by Gordonstoun that this is appropriate.
- 8.5 Students should treat his/her own possessions, those of Active Revision, other Students, staff or other third parties with respect.
- 8.6 The following behaviour will not be tolerated by any student:
- Any behaviour which is contrary to the health and safety of the Student, other Students, staff or other persons;
  - The possession or consumption of alcohol, tobacco or drugs;
  - Intimate relations;
  - Dishonesty or theft;
  - Aggressive behaviour, bullying or unkindness towards others.
- 8.7 Active Revision reserves the right to search the bags and personal property of all Students at their sole discretion.
- 8.8 If a Student fails to meet the required Student Behaviour, Active Revision reserves the right to:
- 8.8.1 discipline the Student, in consultation with You, where possible;
- 8.8.2 remove the Student from Active Revision, without a refund. In these circumstances Active Revision will endeavour to liaise with You as to the most appropriate manner in which to return the Student to the Student's place of residence. You will be liable for any costs associated with the return of the Student to the Student's place of residence; and / or
- 8.8.3 inform the appropriate international, national or Scottish authorities.

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

- 9.1 Active Revision will not be liable for any item of jewelry, electronics or other valuable property brought to the School by the Student.
- 9.2 Active Revision 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 the course.
- 9.3 Electronic devices, including mobile telephones, are discouraged on Active Revision. Generally, the time spent on electronic devices, including mobile telephones, will be limited to a maximum of 30 minutes per day.

## **10. Liability**

- 10.1 Except in respect of death or personal injury caused by Active Revision's negligence, Active Revision shall not be liable to You or the Student by reason of any representation (unless fraudulent) or any implied warranty, conditions or other term, or any duty at common law or under the express terms of these Terms and Conditions for any loss, damage, cost, expense or other claim (whether caused by our negligence or the negligence of our servants, agents, contractors or otherwise), which arise out of, or in connection with, the provision of the Services or their use by You or the Student, and our entire liability under, or in connection with, these Terms and Conditions shall not exceed the amount of our Fees for the provision of the Services.
- 10.2 Where Active Revision provides, in connection with the provision of the Services, any goods or equipment or services supplied by a third party, Active Revision does not give any warranty, guarantee or other terms as to their quality, fitness for purpose, performance or otherwise.
- 10.3 Active Revision 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.
- 10.4 You are advised to consider taking out appropriate insurance covering You and the Student, inter alia, against cancellation, curtailment, personal liability and lost property.

- 10.5 Active Revision reserves the right to alter programs, activities, itineraries, excursions, age brackets, premises and personnel as it thinks fit, and without notice.
- 10.6 Active Revision reserves the right to cancel the course before it starts should the minimum number of bookings not be reached. In this event Parents will be offered a full refund of fees.
- 10.7 Active Revision will not be held liable for any issues arising from a Student Health Form being completed incorrectly or with any omissions.
- 10.8 Active Revision will not be bound by any statement unless it is in writing and authorized by a Director of Active Revision or his or her designate.
- 10.9 Active Revision is not liable for the Students' exam results.

## **11. Data Protection and Confidentiality**

- 11.1 You consent to Active Revision holding data about the Student and those persons recorded in the Student Application Form in accordance with current UK data protection legislation and the Gordonstoun Data Protection Policy, as amended from time to time.
  - 11.1.1 Active Revision may use, for publicity, marketing and other general business purposes, any photograph or video taken of a Student.
  - 11.1.2 Active Revision may use, for publicity, marketing and other general business purposes, any questionnaire completed by You or the Student at the conclusion of his/her attendance on the course
  - 11.1.3 Active Revision will use your child's personal data to manage and administrate their participation on the Revision Course. Additionally, should you propose that your child be considered for entry to Gordonstoun for full time education, Active Revision may supply information and a reference in this respect. Any reference supplied by Active Revision shall be confidential. Active Revision 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 Active Revision.

## **12. Force Majeure**

The School will not assume responsibility or liability for any damage, loss, claim or injury (including claims for the alteration or cancellation of the course) resulting from events beyond our reasonable control including, without limitation, acts of God, strikes, incidents of terrorism, politically or religiously motivated violence, war, pandemic 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 By making an application to enroll a child at Active Revision, the parent, guardian or other person with parental responsibilities, who has signed the Application Form, accepts that they shall be bound by these Terms and Conditions
- 13.2 These Terms and Conditions constitute the entire agreement between Active Revision and You / the Student.
- 13.3 Your acceptance of these Terms and Conditions is provided by signing the Application Form.
- 13.4 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.
- 13.5 These Terms and Conditions are governed by the laws of Scotland, and the parties submit to the exclusive jurisdiction of the Scottish Courts.