

## LITE REGAL SUMMER SCHOOL TERMS & CONDITIONS 2020 – SUMMER COURSES FOR STUDENTS AGED 10 TO 24

By making an application, the parent or Guardian (referred to as ‘guardian’ in these terms and conditions) and the Student accept that;

1. These together with the sections headed ‘payment’ and ‘other important information’ are the terms and conditions of the Contract between them and LITE Royale College Limited, a company registered in England under company number 09433176;
2. The guardian and student are bound by that contract jointly and severally
3. They have each read and accepted the terms and conditions and have each read and accept, and undertake that the student will abide by, the rules and regulations;
4. All information supplied in connection with the application is accurate, complete and true and they will inform LITE Royale College Limited of any changes to such information, in particular of;
  - 4.1. Any new, or changes to an existing medical condition or travel plans which are relevant to the ability of LITE Royale College Limited to cater for and look after the student; and
  - 4.2. The contact details of the guardian
5. An application is made for the named student and cannot be transferred to another named individual. In addition the payment made cannot be transferred to another student or another summer session - the summer session and year applied for cannot be transferred to another date or campus.
6. The guardian will be contactable on the telephone numbers given on the application form throughout the student’s time travelling to, attending and returning from the relevant program;
7. No other person’s consent is required for the student to attend the program;
8. The guardian and the student indemnify LITE Royale College Limited and will keep LITE Royale College Limited indemnified against any claims, costs, proceedings, demands, losses, damages, expenses or liability whatsoever arising as a result of the guardian or the students breach of the contract or violation of the rules and regulations;
9. LITE Royale College Limited intends to run the relevant program in accordance with the descriptions in its most recent brochure and/or most recently published on its website, but reserves the right to make any amendments to the programs at its absolute discretion and in such a manner as it considers appropriate;
10. In the event of “force majeure” such as fire, flooding, infectious diseases, acts of god, government, terrorism, natural disaster, labour conditions and power failures and other events out with the company’s reasonable control which may cause the closure of the school or prevent the company from running the relevant program, no refund of fees will be made, except at the schools discretion;
11. These terms and conditions contain the whole agreement between LITE Royale College Limited and the guardian and student in relation to all aspects of the program. In particular, no statements, understandings, agreements or warranties made orally or in writing, on the website, in the brochure or elsewhere shall have any relevance to these terms and conditions. Any changes to these terms and conditions will only have effect if made in writing and signed by both

parties. These terms and conditions supersede all previous agreements, arrangements and understandings but nothing herein shall be read or construed as excluding liability resulting from any fraudulent act or omission by any party;

12. These terms and conditions and all rights under them may be assigned or transferred by LITE Royale College Limited but not by the guardian or the student;
13. These terms and conditions shall be governed by English law and the parties submit to the non-exclusive jurisdiction of the English courts.

### **Application Procedure**

Students are accepted subject to space and on receipt of full application form and deposit. If we do not accept an application we will return the deposit.

### **Not Included In The Programme Fee**

Transport to and from your home city, pocket money and souvenirs, stationery, travel insurance, health insurance, medical insurance and medical expenses, or airport transfers.

### **Included In The Programme Fee**

Accommodation, breakfast, lunch & dinner, tuition, excursions, field visits, books, activities, entertainment

### **Payment Schedule**

1. The Student must pay a Booking Deposit Fee of 15% of total course fee in order to confirm their attendance on the Course.
2. The Booking Deposit fee is non-refundable.
3. This Agreement is conditional on the payment of the non-refundable Booking Deposit by the Student and the Agreement is deemed to have come into effect upon the receipt of the Booking Deposit.
4. The price list for the Course in effect at the time of enrolment is an integral part of the contract. Please refer to [www.literegal.co.uk](http://www.literegal.co.uk) for the total Course fee.
5. The Course fee is due and payable in full to LITE Royale College Limited sixty (60) calendar days before the commencement of the Course. The payment date is defined as the date at which the payment is credited to the LITE Royale College Limited account specified in the enrolment confirmation. The money transfer must indicate the Course Student name.
6. In the event that the Student registers less than 60 days before the start date of the course they shall pay on registration the full amount of the course fees which is the combined total of the deposit and the balance payment.
7. All bank charges related to the payment of the Course fee shall be borne by the Student.
8. If LITE Royale College Limited does not receive full payment of the Course fees by the due date, the student will no longer be entitled to the Courses booked. In this case LITE Royale College Limited is entitled to make the Courses available to other interested parties.
9. In case of non-attendance at the booked Course, delayed arrival, early departure or withdrawal from a Course, or any other absences (e.g. due to illness), there is no claim to reimbursement of the Course fees.

10. LITE Royale College Limited reserves the rights to amend its Course fees at any time. LITE Royale College Limited will endeavour to provide reasonable notice of any such changes.
11. Time is of the essence regarding all payments under this Agreement.
12. The Course fee is not subject to any Set-Off or deductions.

### Cancellations

Cancellations must be made in writing (by email, or postal mail) in English and received by LITE Royale College Limited and shall be of effect only from the date on which it is actually received by LITE Royale College Limited in writing. Any cancellation must contain the student name, course dates and details and shall be on the following terms:

1. No refund of the booking deposit will be made under any circumstances.
2. For cancellations before your Course start date, the remainder of the Course fees less the deposit amount will be proportionally refunded as per the table below:

<b>Period before start date</b>	<b>Total refunded</b>
120 days +	100%
90-119 days	50%
45-89 days	10%
0-44 days	0%

3. All refunds shall be net of any foreign exchange losses and net of any credit card or other banking or transfer charges and of any similar expenses incurred by LITE Royale College Limited
4. Where a cancellation or termination of a course occurs on or after the start date for any reason and whether by the Student or by LITE Royale College Limited the Student shall receive no refund of any course fees already paid or incurred.
5. LITE Royale College Limited retains the right to cancel a Course at any time for any reason whatsoever. In the event a class is cancelled, LITE Royale College Limited is liable only for the full Course fee. Please keep this in mind when making additional commitments related to the class such as airplane, hotel, and car reservations—as LITE Royale College Limited is not responsible for reimbursement of any such charges. In the event of cancellation, LITE Royale College Limited will use its best efforts to give prompt notice
6. **Visa Refusals:** Where applicable, it is the responsibility of the Student to ensure that they have the appropriate visa documentation to study in the UK for the duration of the Course dates as having the relevant paperwork required to satisfy all UK entrance and residence requirements. No refund will be issued to the Student if they fail to procure the necessary visa, residency or travel documentation.
7. **Postponement:** In exceptional cases Students may postpone the Course booked (e.g. the Course date) subject to the written consent of LITE Royale College Limited and subject to the payment of a postponement fee to be communicated to the Student by LITE Royale College Limited upon request.
8. **Cancellation before the course for medical reasons:** In the event of the Student becoming ill before the start date of the course and being unable to attend the course or any part of it in consequence thereof, no refund of any fees will be made

9. **Cancellation during the course for medical reasons:** In the event of the Student becoming ill during the course no refund of any fees will be made.
10. **Transfer of place:** the Student may not transfer their place on any course to another person or request that any monies paid be applied in discharge (whether whole or partial) of fees or other sums owed by another student. This shall apply whatever the reason given for requesting a transfer of a place or reapplication of monies paid, including illness arising before or during the course.

### Termination

1. LITE Royale College Limited is entitled to terminate this Agreement immediately and without any notice, in the event that the Student violates any of the terms and conditions of this Agreement, including but not limited to the failure to pay the full Course Fee, and the Student shall have no claims whatsoever against of LITE Royale College Limited.
2. The right to terminate this Agreement shall be strictly without prejudice to any other right or remedy of LITE Royale College Limited in respect of any breach of the terms herein

### Travel Insurance

1. The Student shall obtain and keep in force the appropriate insurance reasonably commensurate with all activities arising from or connected to the Course, including, but not limited to, insurance affording coverage for repatriation, public liability, property damage, theft, loss of personal belongings and recovery of Course fees. Upon request, you agree to provide us with a certificate or proof of such insurance
2. Please note that obtaining and maintaining appropriate insurance that affords these types of protections should be a benefit to you, as an appropriate insurance policy should provide coverage to you by paying LITE Royale College Limited for damages that occur during your Course and which you would otherwise be required to pay under the indemnification clause.
3. LITE Royale College Limited have no insurance for the above mentioned policies, and to the fullest extent permitted by applicable law, we shall not be responsible for, any damage to or loss that you incur.
4. All EU Nationals are required to bring valid documentation to avail of the free medical benefits available to EU nationals with the NHS

### Dismissal From Programme

We reserve the right to dismiss any student found in breach of LITE Royale College Limited Rules & Regulations. Should a student violate any of these rules, LITE Royale College Limited has the right to dismiss or exclude the student from the program and, in extreme cases, repatriate that student at the student's own expense, in any case, without refund of the program fee.

### Limitation Of Liability

LITE Royale College Limited excludes all liability related to this Agreement to the fullest extent permitted under Law. LITE Royale College Limited will bear no responsibility for any personal injury, damage to property or for any other direct or indirect damage that may be suffered by the Student or any third person as a result of and/or in relation to any act or omission connected to this Agreement or any act or omission of LITE Royale College Limited or its servants or agents which constitutes a breach of contract and/or a tort and/or a contravention of the Legislation.

## **Intellectual Property**

The Student acknowledges and agrees that any Intellectual Property and Confidential Information related to LITE Royale College Limited, including but not limited to any Trademarks or Logos shall belong to and be the absolute property of the LITE Royale College Limited and the Student undertakes not to dispute the LITE Royale College Limited ownership of the Confidential Information and/or Intellectual Property. The Student acknowledges and agrees that it may not now or at any time in the future use or exploit its Intellectual Property without the express written permission of the LITE Royale College Limited except insofar as is necessary for the provision of the performance of this Agreement. The Student agrees to indemnify the LITE Royale College Limited against any and all liability, loss, damage, costs and expenses which the LITE Royale College Limited may incur or suffer as a result of a breach by the Student of the warranties set out in this Clause.

## **Force Majeure**

Neither LITE Royale College Limited nor its employees are liable for non-performance of contractual obligations or damages to the extent that they are caused by force majeure, in particular fire, water, storm or other natural events, infectious diseases, explosion, strike, war, civil unrest or other reasons outside the sphere of responsibility/influence of LITE Royale College Limited.

## **Privacy Protection**

LITE Royale College Limited collects processes and uses the personal data of the Course student both for the purpose of fulfilling the contract signed with the Course student and as permitted by law and under the terms of any signed declaration of consent in compliance with privacy protection laws.

## **Severance**

Whilst every effort has been made to ensure that these terms and conditions adhere strictly with the relevant provisions of the Unfair Contract Terms Act 1977, in the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these terms and conditions and shall not affect the validity and enforceability of the remaining terms and conditions. This term shall apply only within jurisdictions where a particular term is illegal.

## **Disclaimer Of Warranties**

LITE Royale College Limited shall use its best and reasonable endeavours to ensure that all information provided on the Course is accurate and up to date; however LITE Royale College Limited makes no warranty or representation that this will always be the case. LITE Royale College Limited makes no guarantee of any specific results from the use of the Course. No part of the Course is intended to constitute advice and the content of the Course should not be relied upon when making any decisions or taking any action of any kind. Any information that forms part of the Course is not designed with commercial purposes in mind. LITE Royale College Limited makes no representation or warranty that the Course or any content therein is suitable for use in commercial situations or that it constitutes accurate data and / or advice. Whilst every effort has been made to ensure that all descriptions of Course available from LITE Royale College Limited correspond to the actual Course available, LITE Royale College Limited is not responsible for any variations from these descriptions.

## **Indemnity**

The Student shall indemnify LITE Royale College Limited for any amount of money, including, without limitation, any legal fees for contesting any claim or otherwise, which the Company may be

obliged to pay to any third party as a result of any act or omission of the Student or LITE Royale College Limited relating to or arising from the execution or performance of this Agreement.

### **No Waiver**

In the event that either the Student or LITE Royale College Limited fails to exercise any right or remedy contained in these terms and conditions, this shall not be construed as a waiver of that right or remedy.

### **Assignment**

The Student may not assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement to any third party. LITE Royale College Limited shall be entitled to assign its rights and obligations under this Agreement to any third party.

### **Entire Agreement**

These terms and conditions embody and set forth the entire Agreement and understanding between the Parties and supersede all prior oral or written agreements, understandings or arrangements relating to the subject matter of the Agreement. Neither the Student nor LITE Royale College Limited shall be entitled to rely on any agreement, understanding or arrangement not expressly set forth in these terms and conditions, save for any representation made fraudulently.

### **Third Party Rights**

Any entity or person that is not a party to this Agreement has no rights to enforce any term of this Agreement including, without limitation, under the Contracts (Rights of Third Parties) Act 1999

### **Applicable Law**

These terms and conditions and all legal relations between the LITE Royale College Limited and the Course student are subject to the laws of England. The parties submit to the courts of London having jurisdiction over any dispute.

### **Complaints Procedure**

In recognition that, on occasion, there will be legitimate complaints which individual students wish to raise, LITE Royale College Limited is committed to maintaining an effective complaint procedure. LITE Royale College Limited recognises that lessons can be learnt from complaints, enabling it to improve the quality and effectiveness of its services. Complaints must be made in writing and will be recorded, along with any action taken in regard to the specific complaint or more generally to avoid recurrence of the difficulty. From time to time, anonymous summary management reports of complaints will be reviewed.

### **Display Of The Agreement**

A copy of this Agreement shall be available on the Website at all times.

### **Promotional Materials**

Students may be asked to take part in promotional activities including but not limited to videos, photos, brochures, newsletters, website pages and general promotional activities. By enrolling in the Course, the Student consents to the use of their image and/or their details and to sign any releases deemed necessary by LITE Royale College Limited. If a Student wishes to opt out of this clause then

they must email LITE Royale College Limited (insert email address) before the commencement of their Course.

### **Press**

The Student is not permitted under any circumstances during the Course or at any time thereafter to give any statements or interviews to the press or any third parties regarding the Course, LITE Royale College Limited, or any employee, member or agent of LITE Royale College Limited without the express written authorisation of LITE Royale College Limited.

### **Headings**

Headings are intended for reference only and shall have no effect on the meaning of any provision of this Agreement.

### **Survival**

Where LITE Royale College Limited reasonably intends for some clauses in this Agreement to survive the termination then they shall be deemed to do so at the behest of LITE Royale College Limited.

### **Right To Alter**

LITE Royale College Limited reserves the right to hold, void, cancel or suspend this promotion or to amend the terms of this Agreement at any time without notice.