

Terms and Conditions

Your attention is drawn to the provisions of condition 1(a) (Insurance), condition 6 (Change or Cancellation by the Purchaser, Student or Group) and condition 10 (Limitation of Liability)

Definitions

a) In these Terms and Conditions:-

“Company” means Cambridge Dream Limited, UK-registered Company No. 04882224;

“Purchaser” means the person, school, partner, agent or company who pays the fees due for a Programme or Services provided by the Company.;

“Contract” means any signed contract or agreement between the Company and the Purchaser for the provision of Programmes or Services;

“Programme” means the programme provided by the Company to the Student and the term “Programmes” shall be construed accordingly;

“Deposit” means the deposit of 20% of the Contract price taken by the Company in accordance with condition 2;

“Student” means the person enrolled on one of the Programmes provided by the Company, either individually or as part of a Group, and the term “Students” shall be construed accordingly;

“Group” means collectively those Students enrolled and travelling together on the same Programme and includes the Leader(s);

“Leader” means the person accompanying the Group and the terms “Leaders” shall be construed accordingly;

“Services” means the services provided by the Company or at the request of the Purchaser;

“Terms and Conditions” means these Terms and Conditions and any special Terms and Conditions agreed in writing by the Company and the Purchaser;

“Group List” means the Form completed by the Purchaser detailing the Students and Leaders in the Group applying to participate in the Programme and agreeing to the Company’s terms and conditions;

“Participant Application Form” means the Form completed by the Purchaser, Leader or Student confirming details of an individual Student applying to participate in the Programme and agreeing to the Company’s terms and conditions;

“Participant Handbook” is the Handbook provided to the Purchaser upon receipt of a Group List with information for the Students (and Students’ parents) and referred to in condition 2 (h);

“Group Leader Handbook” is the Handbook provided to the Purchaser upon receipt of a Group List with information for the Leaders in the Group and referred to in condition 2 (h); and

“Agent Handbook” is the Handbook provided for approved agents and partners to read in the password-controlled resources area of the Company’s website.

b) All orders are accepted and all Contracts are made by the Company subject to these Terms. These Terms can only be varied with the written consent of the Company. The Company does not accept Purchasers’ standard conditions of contract and these Terms shall prevail over any inconsistent terms or conditions contained, or referred to, in the Purchaser’s purchase order, confirmation of order, acceptance of a quotation, or specification or other document supplied by the Purchaser, or implied by trade custom, practice or course of dealing.

1. Requirements

Insurance

a) The Student is required to have comprehensive travel, medical and any other insurance deemed necessary (to include cancellation insurance) and give a copy of such policy or policies of insurance to the Purchaser/Leader.

b) The Purchaser will ensure that each Student is made aware of the requirement to have suitable insurance policy or policies in place prior to commencing a Programme.

c) The insurance policy or policies must provide suitable cover for civil liability, accident, illness, repatriation, 3rd party liability, loss and theft of personal belongings. It must also cover participation in the sports, activities and excursions offered on the Programme.

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Travel Documents

- d) The Purchaser will inform the Leader and Student of all necessary documentation, legal and/or regulatory requirements, which are necessary for the Programme.
- e) It is the responsibility of each individual Student and the Leader to ensure that all Students travelling to the United Kingdom for a Programme have all the required documentation, have received all recommended vaccinations and have fulfilled all other legal and regulatory requirements, necessary for the Programme. The Company accepts no liability or responsibility for the failure of any Student or Leader to be admitted to the United Kingdom.

Fitness

- f) It is the Leader's and Student's own responsibility to ensure that all Students travelling to the United Kingdom for the purposes of participating on a Programme are fit to participate in the scheduled sports, activities or excursions arranged for the purposes of a Programme.
- g) The Company will not accept any liability to either the Purchaser, Student or Leader in the event of a Student's or Leader's policy or policies of insurance being inadequate, or in the event that they do not have the requisite travel documents or are not fit enough to travel or participate in the scheduled sports, activities or excursions arranged for the purposes of a Programme.

2. Bookings

- a) The Company will accept group bookings with an accompanying Leader or individual bookings when Students are capable of travelling independently.
- b) When a request to book Programmes or Services is received by the Company, the Purchaser will complete a Participant Application Form for each Student applicant.
- c) Where Students are travelling as a group with a Leader, the Purchaser will produce a Group List detailing the Students and Leaders in the Group, emergency contact numbers, medical information, passport details and flight details (if known).
- d) On receipt of the completed Participant Application Form(s) or Group List, the Company will send the Purchaser a deposit invoice for immediate payment of 20% of the Contract price (a booking is only confirmed once the deposit payment has been received in full). The Deposit is part of, not additional to, the overall payment.
- e) The Company will send the Purchaser a final invoice for the payment of 80% of the contract price at least 14 weeks *before* the start of the relevant programme.
- f) On receipt of all amounts due for payment, the Company will send a Course Acceptance Letter for each Student or Group of Students, which can be used to support short-term study visa applications, if required.
- g) The Company will make every effort to meet the Student's and Group's needs but cannot guarantee that specific requests will be met. The Company will inform the Purchaser or Leader if any special requirements cannot be met.
- h) The Company will send a Participant Handbook to the Purchaser with information for Students and Students' parents and a Group Leader Handbook with information for the Group Leader(s) where Students are travelling as a Group. The Company is not liable for any delays or any additional costs incurred as a result of failure to provide the information required in good time.
- i) The Company cannot provide any visa advice and it is recommended that the Purchaser consults a professional education agent or visa advisor for help in preparing the visa application. If a Student is refused a visa and is therefore unable to come to the United Kingdom to participate in a Programme, the Company will return such Student's payment to the Purchaser upon receipt by the Company from the Purchaser of a copy of the refusal letter from the British Embassy, in addition to evidence that the visa application was checked by a professional education agent or visa advisor, before the application was submitted.
- j) If a Leader is refused a visa and entry to the United Kingdom, the Purchaser is responsible for ensuring that another suitable Leader is found to take their place.
- k) The Company reserves the right to vary the price charged for Programmes or Services from that advertised or previously notified to the Purchaser prior to the Purchaser paying the deposits due to confirm the booking.

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3. Payment

- a) Payment should be made to the Company, in GB Pounds Sterling, by electronic transfer using BACS payment.
- b) Price increases in the local currency due to fluctuations in the exchange rate between the local currency and GB Pounds Sterling may occur at any time prior to full payment being received from the Group, and the Purchaser will be liable to pay any such increases in full.
- c) The amounts stated on the deposit and balance invoices must be received by the Company in full. All applicable bank charges and local taxes are to be paid by the Purchaser.
- d) In the case of non-payment by the Purchaser of the balance of the price of Programmes or Services by the due date, the Company may:
Cancel the Student's and/or the Group's booking, and the cancellation charges as set out in condition 6 below will apply; and
Charge the Purchaser interest (before and after any Judgement) on any amount unpaid at a rate of 2% per calendar month or part thereof, and all amounts payable by the Purchaser shall become immediately payable.
- e) The Company reserves the right to take necessary legal action against the Purchaser to recover any outstanding balance from the Purchaser.
- f) Payment of the deposit is due at the time of booking. Payment of the balance due must be received by the Company from the Purchaser at least 12 weeks prior to the start of the Programme.
- g) Where a booking is made less than 12 weeks prior to the start of the Programme, full payment must be received by the Company from the Purchaser along with the completed Participant Application Form(s) and Group List, if the Students are travelling in a group with a Leader.
- h) In the event of a Student or Group arriving in the UK without full payment to the Company, then the Company may refuse to accept that Student or Group until such time as all amounts due have been received.

4. Behaviour

- a) Students are expected to behave in a polite and respectful manner and the Purchaser shall ensure that the Students are made aware of their obligations to comply with the rules and regulations imposed by the Company, together with any applicable laws of the United Kingdom.
- b) If a Student behaves in any way that causes damage, distress, danger or annoyance to others, the Company reserves the right at its absolute discretion to exclude the Student from the Programme at any time, and to send the Student back to his or her home country without escort.
- c) The return trip will be at the expense of the Student or the Student's family, and the Company shall incur no liability to the Student to provide a refund or compensation to the Student, to cover any expenses incurred by the Student or be responsible for escorting the Student home.
- d) Any loss or damage caused by a Student will result in liability for the full cost of repair or replacement by the individual if known, or else by the Group or class as a whole, if the loss or damage cannot be attributed to an individual or individuals, and the Company accepts no liability in respect of such damage.
- e) The Company reserves the right to exclude from lessons, sessions or excursions any Student (without refund) in the event of that Student's unsatisfactory attendance, behaviour or work on a Programme.
- f) In the event that a Group behaves in a manner that the Company deems to be unsafe or unacceptable, or if the Group is beyond the control of the Leader, the Company reserves the right to remove the Group from the Programme and site, without refund or compensation for any additional expenses that the Group may then incur.
- g) The Company will be responsible for the discipline of Students when they are actively participating in the lessons/sessions organised by the Company. Outside of these times the Leader is asked to supervise his or her own Students and be responsible for their well-being. The Company will fully support the Leader and fulfil its own duty of care towards the Students by providing 24-hour staff assistance.

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5. Tuition

- a) Students are expected to attend all scheduled classes, activities and excursions.
- b) In the event of delayed arrival, the Company does not accept any liability for lessons missed.

6. Change or Cancellation by the Purchaser, Student or Group

- a) If the Purchaser, Student or Group wishes to change Programme dates they must notify the Company in writing, no later than 12 weeks prior to the start of a Programme. Every effort will be made to accommodate changes, however in the event that the Company is unable to accommodate agreeable dates, cancellation charges apply, referred to in condition 6 c):
 - b) Should the Purchaser, Student or Group need to cancel their booking, they must notify the Company immediately and in writing. The day upon which written notification of cancellation is received by the Company will be the day of cancellation.
 - c) The following cancellation charges will apply:
Cancellations up to and including 180 days prior to arrival = 20% of total cost (deposit) forfeited
Cancellations between 179 and 60 days prior to arrival = 60% of total cost forfeited
Cancellations 59 days or fewer prior to arrival = 100% of total cost forfeited
- d) Should any Student miss or choose not to attend scheduled tuition, activities or excursions, the Company is under no obligation to make any refund or to make alternative provision.
- e) Refunds will not be given due to a Student's non-attendance, absence due to illness or any other cause, or if a Student withdraws from a Programme once it has commenced.
- f) These charges apply to cancellations by the whole Group as well as cancellations by an individual Student.

7. Change or Cancellation by the Company

- a) The Company reserves the right to cancel or postpone a Programme if forced to do so by unusual or unforeseeable circumstances and the Company shall not be liable for complete or partial non-performance of its obligations due to causes beyond its reasonable control.
- b) Examples include, but are not limited to, epidemic, war, civil or political unrest, terrorist activity, natural or nuclear disaster, fire or adverse weather conditions, regulatory changes or other events beyond the Company's reasonable control.
- c) In this case, the Company reserves the right to change the dates or location of the Programme, provided it has given as much notice as possible to the Purchaser and/or Leader and the Purchaser and/or Leader has agreed to such a change. If the proposed change to Programme dates is unacceptable to the Purchaser and/or Leader, then the Company will return any Payments made (including the Deposit) in full to the Purchaser.

8. Responsibilities of the Purchaser

- a) The Purchaser will ensure that all Leaders chosen to accompany Students to the UK have been deemed acceptable and are considered acceptable for such a position under the laws of their home jurisdiction and those of any jurisdiction within the United Kingdom. Their selection process will be rigid and will involve an external check by the relevant Police Authority in the Leader's home jurisdiction that has ascertained that there is no reason why this individual should not be responsible for or have access to under-18s. For the avoidance of doubt, such external checks will include the local equivalent of enhanced UK Disclosure and Barring Service (DBS) checks which must be clear of any adverse entries.
- b) The Purchaser will read the Company's Participant Handbook and Group Leader Handbook and ensure that the Student(s) and Leader(s) receive copies prior to departure.
- c) The Purchaser will obtain Students' personal details, a 24-hour emergency contact number for parents/guardians, medical information and parental consent and will share this information with the Company in the form of a Participant Application Form for Students travelling as individuals or a Group List for Students travelling as a Group, in accordance with conditions 2 (b) and 2 (c).

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9. Responsibilities of the Leader

- a) Where Students are travelling in a Group with a Leader, the Leader has, and the Purchaser will ensure that the Leader is aware that they have, a responsibility and a duty of care towards the Students in their Group and they must be available to the Group at all times.
- b) The Leader will also be responsible for the discipline of each Student and the Group outside timetabled lessons, sports and activities.
- c) The preferred ratio is maximum 10 Students to one Leader.
- d) The Company will offer one free Leader place for every 10 Students who are travelling together as a Group and have paid the full course fee.
- e) The free Leader place covers only the cost of the residential Programme in the UK and does not include the cost of flights, visas, spending money or any supplementary costs.
- f) Any additional Leaders wishing to accompany a Group on a Programme are welcome to do so but they will be responsible for paying the cost of their accommodation, food, transport, excursions and any other costs.

10. Limitation of Liability

- a) The Company will deliver safe, educational and well-planned lessons, activities, sports and excursions.
- b) The Company shall not be responsible to the Purchaser for any indirect, consequential or financial loss (whether for loss of revenue, profit, savings or otherwise), in connection with the supply of Programmes or Services by the Company.
- c) Except in respect of death or personal injury culpably caused by the Company, the entire liability of the Company (including any liability for the acts or omissions of its employees, agents, partners, consultants and subcontractors) to the Purchaser, Group or Student shall not exceed the greater of the insurance cover effected by the Company and available to meet the claim or the price (excluding taxes and duties) payable for that part of the Programmes or Services in respect of which the claim is made.
- d) All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

11. General Information

Data Protection and Privacy Policy

- a) Any personal information provided to the Company by either the Purchaser, Leader or Student will be passed on to and used only by the Company's employees in order to help them carry out their roles more effectively. Personal details will not be passed to any third party.

Complaints

- b) Should the Students or Leader have any complaints about any arrangements whilst on the Programme, the Student or Leader should bring them to the attention of the nominated member(s) of the Company's staff immediately in order that they can try to rectify the matter. If the matter cannot be rectified on site, a complaints form should be submitted to the Company's Programme Director.

Accuracy

- c) The Company takes great care in ensuring that all information on its website or marketing material is exact. However, the Company is not liable for any errors or omissions.

Sub-Contractors

- d) The Company reserves the right to sub-contract to other quality-approved providers when the need arises.

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Rectification/Waiver

e) If any of these Terms or any part of any these Terms is unenforceable or void at law, it shall not affect the remainder of such Term or any other such Term or otherwise affect the contract and shall be replaced by such valid term as is as near as may be in effect to the original Term.

f) Partial or non-exercise of the Company's rights shall not amount to a waiver.

Jurisdiction

g) The Contract shall be governed by the laws of England and disputes arising from it shall be subject to the jurisdiction of the English Courts.