



1. DEFINITIONS

- a. **“OSC”** is Oxford Study Courses Ltd which acts as an agent between Heather McReynolds and the Student.
- b. **“IB”** refers to the International Baccalaureate Organisation and its associated qualifications.
- c. **“Heather McReynolds”** is the Course Principal.
- d. **“Course”** is the IB Art Summer School provided by Heather McReynolds with logistical support from OSC.
- e. **“Subject”** is one IB subject, skills topic or activity.
- f. **“Class”** is one group of Students taking one Subject led by a teacher over one or more sessions within the Single Course.
- g. **“Final Payment Date”** is 8th May 2020.
- h. **“Venue”** is La Vigna Art Studios and La Fellonica located in Tuscany, Italy which Heather McReynolds hires for the purposes of holding the Course within which residential Students will live and classes will be held.
- i. **“Staff”** are the people employed or contracted by Heather McReynolds to run the Course.
- j. **“Parent”** means parent or guardian of the Student.
- k. **“Student”** means the student attending the Course.

2. OSC RESPONSIBILITIES

- a. OSC will acknowledge receipt of the application and invoice the Student accordingly.
- b. For residential students, OSC will inform Heather McReynolds in order to arrange for accommodation from the start date of the Course in which the Student is enrolled up to and including the night before the end date of the Course for which the Student is enrolled. Accommodation is also subject to the terms and conditions of the Venue.
- c. OSC will confirm enrolment subject to availability in any Course after payment is received on behalf of the Student. The Course requires a minimum enrolment of five Students.
- d. OSC may cancel any Course if there are insufficient Students enrolled and Students will be advised four weeks before the start date of the Course in this event. Students may then obtain a full refund of the fees for the Single Course.
- e. OSC will deal with any issues, grievances or complaints, whether raised by Students or Parents, as soon as possible. The on-course Staff are trained to deal with most issues, but if you prefer please contact OSC using the e-mail address and telephone number provided on the website.

3. HEATHER MCREYNOLD'S RESPONSIBILITIES

- a. Heather McReynolds will use reasonable care and skill to provide the Student:
 - i. the Course for which the Student is enrolled including the provision of workshop materials;
 - ii. accommodation and meals as outlined in the Course description; and
 - iii. pastoral care consistent with UK guidelines and the standards expected by OSC, including encouraging the students to:
 - i. behave responsibly and in accordance with the

- day-to-day rules and the student pledge;
- ii. maintain a good standard of health and well-being;
- iii. remain safe whilst at the Venues and in the surrounding area, whether or not they are supervised by Staff.

4. PARENT AND STUDENT RESPONSIBILITIES

- a. A place on an OSC Course can be booked for themselves by a Student, or on behalf of a Student by their Parent(s). In either case the applicant warrants they can enter into this agreement, must be acting in good faith and both the Student and Parent must be in full knowledge of each other's needs and wishes.
- b. OSC will send an order acknowledgement containing the details of the application and accompanying terms and conditions to the email addresses provided for the Student and the Parent and will assume that all parties provide their unreserved agreement unless informed otherwise in writing.
- c. If a Student or Parent notifies OSC that they do not agree to the terms and conditions in full, the offer of a place on the Course will be withdrawn by OSC. Under these circumstances, no refund of monies paid will be provided unless the notification by the Student or Parent is within the cancellation period as stated in clause 6a.
- d. Due to limited availability in all the Courses, Students are strongly advised not to make travel or other arrangements until receipt of the email confirming the Course place. OSC cannot be held liable for any costs incurred prior to having the Course place confirmed.
- e. The applicant agrees to pay the required deposit at the time of booking, and the balance of fees by the Final Payment Date. Additional extras added after the Final Payment Date, medical fees incurred by the Student, and the cost of rectifying any loss or damage caused by the Student are payable immediately.
- f. Whilst attending the Course, Students must behave in a respectful, responsible and entirely legal manner. In particular, from the time they first arrive in the Venue to their final departure from the Venue, Students must:
 - i. arrive on time for all Classes unless they are ill, in which case, they must inform Heather McReynolds;
 - ii. treat all Staff, teachers and Students with respect and courtesy;
 - iii. not consume, or have in their possession alcohol or any illegal and/or intoxicating substances either in or outside the Venues;
 - iv. comply with the student pledge, the day-to-day rules of the Course and any instructions given by Staff.
- g. The Parent/Student will be responsible for arranging any insurance cover they wish to have including:
 - i. medical and dental insurance;
 - ii. travel insurance;
 - iii. contents or other personal possessions insurance; and
 - iv. cancellation insurance which covers them if they are not able to take up their place for any reason such as ill health, visa problems or flight changes.
- h. The Parent gives their consent for:



- i. the Student to go out of the Venue unsupervised by Staff;
 - ii. the Student to undertake their own recreational activities entirely at their own risk;
 - iii. medical treatment to be given to the Student if required and recommended by a qualified medical practitioner (the cost of which may be recovered from the Parent);
 - iv. the Staff to engage a private general practitioner at the request of the Student or at the discretion of Staff (the cost of which may be recovered from the Parent).
- i. It is essential to the safety and wellbeing of each Student that the application form is completed accurately and fully. Students with disabilities or any educational, dietary, social, personal, psychological, medical or religious needs that may require special attention, treatment or medication are obliged to provide sufficient information at the earliest opportunity to enable OSC to consider whether they can be accommodated or if reasonable adjustments can be made.
- j. Failure to notify OSC or Heather McReynolds of any such need as set out in 4i prior to the Course start date may result in Heather McReynolds having to withdraw the offer of a place on the Course. OSC, on behalf of Heather McReynolds reserves the right to request medical evidence in such form as it, in its absolute discretion, deems appropriate in light of the special requirements.
- k. In the event of non-compliance with these terms and conditions by Student/Parent, or if the Student engages in any behaviour which, in Heather McReynolds or OSC's opinion does or is likely to prejudice the safety and smooth running of the Course, Heather McReynolds or OSC reserves the right to require the Student to withdraw from the Course. The Parent will be informed, and the Student will be expected to leave the Venue immediately at the Parent's expense. In this event no refund of fees will be made for the remainder of the Course.

5. LIABILITY

- a. The Parents and Student indemnify and hold harmless Heather McReynolds and OSC, in acting as the agent, and officers and representatives of both organisations against any failure by the Parents or Student to comply with these conditions and any rules reasonably imposed in connection with the operation of the Course. To the fullest extent permitted by law, Parents are fully liable for any damage, loss or injury to persons or property, however caused by Students.
- b. Other than those implied by statute, neither Heather McReynolds nor OSC, in acting as the agent, makes any warranty about the services and the Courses provided. It is solely for the Parents and Student to determine the Student's academic needs and abilities, and the suitability of any Course provided by Heather McReynolds. Heather McReynolds makes no warranty about the impact and effect of the Course upon the Student's academic performance or exam results.
- c. Neither Heather McReynolds nor OSC, in acting as the agent, will be liable for any loss or damage, whether direct or indirect, suffered by the Student, Parent or any sponsoring institution caused by negligence or breach of these terms and conditions. Neither Heather McReynolds nor OSC, in acting as the agent, is responsible for any loss, theft or damage to the Student's personal property during the Course.

- d. In the event of any such liabilities arising, the maximum liability shall be equivalent to the amount of fees paid for the Course in question, although nothing in these terms shall limit the liability of Heather McReynolds and/or OSC, in acting as the agent, for those liabilities that cannot be excluded by law, including personal injury caused by negligence or fraudulent misrepresentation.
- e. Save only for liabilities which cannot by law be excluded, the maximum liability of Heather McReynolds and/or OSC, in acting as the agent, for breach of contract shall be the amount of fees paid for the Course in question.

6. CANCELLATION POLICY

- a. For all bookings there is a cancellation period of 14 days from the date on the "OSC Order Acknowledgement" email. During this period the application can be cancelled, and a full refund issued.
- b. Before the Final Payment Date for each Course, the booking can be cancelled and a refund, minus a €125 handling fee, will be issued.
- c. After the Final Payment Date, no refund will be made except under clause 6a.
- d. For bookings made within 14 days of the start of the Course, any cancellation refund will only apply if the Student has not attended any part of the Course.
- e. OSC recommends the Student or Parent take out cancellation insurance to cover the Student in case they are unable to attend the Course.

7. VISAS

- a. It is the sole responsibility of the Student and/or the Parent to ensure the appropriate visa is in place before attending the Course. Students are strongly encouraged to contact their local Embassy, Consulate or High Commission in good time to ensure they are allowed to enter and attend the Course in their chosen country.
- b. No visa support documentation will be provided by OSC until all the fees have been received.
- c. Visa Refusal: in addition to the Cancellation Policy above, if a correct visa is applied for in good faith at least one month in advance of the start of the whole Course and the application is refused, an application can be made to OSC for a refund in full minus the handling fee. Proof of refusal must be provided. Not having received a reply regarding the visa application does not qualify the Student for a refund.

Please note: OSC recommends that visa applications are submitted to the appropriate authority at least three months in advance of the course start date. See clause 7c for further information.

8. PAYMENT TERMS

- a. The deposit is payable on application. It is the first part of the full payment. On receipt of the deposit, the Student's place on the course is secured only until the Final Payment Date.
- b. The Course fee can be paid in full on application.
- c. For applications secured with a deposit, OSC reserves the



- right to withdraw the place on the Course if the outstanding balance is not received by the Final Payment Date.
- d. For applications made after the Final Payment Date, the full Course fees must be received by OSC within 48 hours in order to secure the place on the Course.
 - e. OSC reserves the right to charge the cost of any outstanding balance, to provide full settlement of account, and we will therefore contact you for your preferred payment method.

9. POTENTIAL PENALTIES

- a. Charges for damage or additional cleaning are only taken in the exceptional circumstances that a Student is in serious breach of the Course rules and has caused problems for the smooth running of the Course and the experience of other Students or Venue residents.

10. FORCE MAJEURE

- a. Neither Heather McReynolds nor OSC, in acting as the agent, will be liable to the Student or Parents or other person or organisation paying for the Course in the event of any change in the Course or accommodation due to circumstances beyond the reasonable control of Heather McReynolds or OSC.

11. PRIVACY AND DATA PROTECTION

- a. Any information that is provided will be treated in accordance with Data Protection legislation, and OSC's Privacy Statement, available at <http://osc-ib.com/privacy>, which sets out the means by which OSC collects, stores and processes different types of personal information.

- b. In order to properly manage its Courses OSC may require that photographs of Students are taken for security and identification purposes.
- c. OSC may also take images of Students for other purposes as outlined in our Privacy Statement. Permission for these will be sought during the registration process or at the time the image is captured, whichever is more appropriate. For more information please see the Privacy Statement.

12. GENERAL

- a. This agreement represents the entire agreement and understanding between OSC and the Parent and the Student and supersedes any previous agreement relating to the subject matter of this agreement. No term of this agreement shall be enforceable by a third party.
- b. This agreement shall be governed and construed in accordance with the law of England and Wales. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in accordance with this agreement.
- c. Unless otherwise stated in writing, all prices quoted are in € Euro.