

Terms And Conditions

The Ingenium Academy Ltd

1. Definitions The following terms shall have the following meanings in this Agreement:

- 1.1 "Academy": the summer school academy run by the company The Ingenium Academy Ltd whose registered office is situated in England and Wales and whose registered address is 1 Stackley Road, Great Glen, Leicester, LE8 9FZ, registered number 7272003
- 1.2 "Agreement": this agreement made between the Academy and the Parent/Guardian who enters into the Agreement on behalf of the Student
- 1.3 "Applicant": anyone who submits an application to The Ingenium Academy Ltd
- 1.4 "Fees": the fees to be paid for the Programme as set out in the Information and Fees Schedule at <http://www.ingeniumacademy.com/experience/information-and-fees>
- 1.5 "Ingenium Academy Staff": Employees or agents of The Ingenium Academy Ltd
- 1.6 "Parent/ Guardian": The parent/ guardian of the Student
- 1.7 "Programme": All activities and events arranged and provided by the Ingenium Academy Ltd for which the Applicant has been offered a place
- 1.8 "Rules": The Academy Rules, which can be found at <http://www.ingeniumacademy.com/media/pdf/TheIngeniumAcademyEt hosAndSchoolRules2014.pdf> as varied from time to time.
- 1.9 "Student": The student named on the Parent/Guardian's application form referred to in clause 2.1

2. Application, Acceptance and Enrolment

2.1 Subject to clause 3 below, the Parent/Guardian must submit the following items to the Academy in order for an application for a place on a Programme to be considered and processed:

- 2.1.1 A completed application form using the online form at <http://www.ingeniumacademy.com/apply-now> or the hard copy

Winchester, England

19 July to 9 August 2015

Address: 27 Old Gloucester Street, London, WC1N 3AX, UK Tel: +44 (0) 2070 604 076 Email: info@ingeniumacademy.com

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- to be submitted by post;
- 2.1.2 A passport size photo of the Applicant;
 - 2.1.3 An audition video in the format stipulated online at <http://www.ingeniumacademy.com/auditions>
 - 2.1.4 A letter of recommendation from a music teacher / school counsellor; and
 - 2.1.5 A deposit of £250.
- 2.2 The Academy is open to Applicants of all nationalities between the ages of 14 to 18 inclusive.
- 2.3 The Academy is a musical and cultural experience for the development of talented young musicians. A very good standard of musicianship is therefore required. All Applicants are required to demonstrate their standard of playing / singing in a short video which will be reviewed by a panel before the Applicant is accepted to the Academy.
- 2.4 All audition videos should be accompanied by an email / letter from Applicant's teacher, confirming that their video is a true/accurate record of the Applicant's playing standard. The Academy must be able to contact the teacher by phone or email in order to certify that the letter/email is true. If these permissions and contact details are not made available to the Academy then the application will be invalid.
- 2.5 Places at the Academy are awarded solely on musical merit. They will be awarded solely at the discretion of the Academy's judging panel. All decisions are final and non-negotiable.
- 2.6 The Academy shall inform the Parent/Guardian in writing if the relevant Applicant has been successful or not in gaining a place at the Academy for a particular Programme. In the case of acceptance, this letter will set out, the date, location and all relevant details of the Programme and a legally binding agreement will have been entered into by the Parent/Guardian and the Academy.
- 2.7 The Parent/Guardian agrees that it and the Student will be bound by the Academy Rules and support the Academy in maintaining its ethos and good behaviour.

3. Deposits, Fees and Cancellations

- 3.1 Each application form and audition video must be accompanied by a deposit of £250 payable in accordance with clause 3.6
- 3.2 Should the Applicant not succeed in gaining a place at the Academy, this amount will be refunded to the Applicant in full, after the deduction of a £20 administration charge.

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- 3.3 If the Applicant is successful, they have a period of two weeks to decline the offer. If the Applicant chooses to decline their offered place within two weeks of the date of their offer, their deposit will be refunded after the deduction of a £20 administration fee. If the Applicant declines the place more than two weeks after the date of the offer from The Academy, their deposit will not be refunded. Applicants should send all notices of decline of a place in writing to: info@ingeniumacademy.com
- 3.4 Should the Applicant be accepted and choose to accept the place offered, the deposit, will be deducted from the remainder of the Fees due.
- 3.5 Successful Applicants who wish to accept their place are required to pay the balance of Fees due within 28 days of the date of the letter of acceptance from the Academy. If the Applicant applies to the Academy less than two months before the start of the Programme, and is offered a place, the full amount of the Fees will be payable immediately. The final date of payment will be specified in the acceptance letter and invoice sent out upon acceptance.
- 3.6 Late payment of Fees may result in the Applicant's place at the Academy being offered to another Applicant. Advance warning of this will be made in writing to the Applicant and/or their Parent/Guardian.
- 3.7 Should the Applicant need to cancel their place at the Academy due to medical reasons, and provided the Applicant can support their cancellation with an appropriate doctor's certificate, the Fees will be reimbursed as follows: 75% of the Fees (minus the deposit) if the cancellation is submitted four months before the commencement of the Programme, 50% of the Fees (minus the deposit) if the cancellation is submitted up to three months before the commencement of the Programme, 25% of the Fees (minus the deposit) if the cancellation is submitted up to 21 days before the commencement of the Programme. If the cancellation is submitted within 21 days of the commencement of the Programme, the Applicant is not eligible to receive any refund of their deposit or Fees.
- 3.8 Any Applicant who cancels for reasons unsupported by a medical certificate, who does not turn up to the Programme or who leaves early during the Programme's duration is not eligible to receive any refund of their deposit or Fees.
- 3.9 Payments of deposits and Fees can be made by cheque, electronic transfer or online payment. The Applicant should include their name and date of birth with their payment.

3.9.1 **Online Payment** Online payment is possible by credit/debit

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card via Transferwise or Paypal. Please visit the following link and follow the payment options: www.ingeniumacademy.com/apply-now

- 3.9.2 **Electronic Transfer** Please include Student's name and date of birth as the reference:

Account Name: The Ingenium Academy Ltd
Bank Address: Royal Bank of Scotland, Piccadilly Branch, 48 Haymarket, London SW1S 4SE
Account Number: 00656227
Branch Sort Code: 160083
IBAN: GB62RBOS16008300656227
IBAN BIC: RBOSGB2L

- 3.9.3 **Cheque** All cheques must be in British Pounds Sterling and must be made payable to The Ingenium Academy Ltd. Please write the Student's name and date of birth CLEARLY on the back of the cheque. Please send all cheques to The Ingenium Academy Ltd, 27 Old Gloucester Street, London WC1N 3AX, UK

4. Travel and Medical Insurance

- 4.1 All Students are advised to obtain comprehensive travel, health and property insurance to cover them for the length of their stay at the Academy. The Academy accepts no responsibility for obtaining or providing any insurance.
- 4.2 All Students are required to make sure that they have the necessary medical and dental insurance to cover them whilst at the Academy.
- 4.3 Students are required to provide the Academy with details of their insurance as well as a completed medical form issued by the Academy upon acceptance.
- 4.4 Any invoices that the Academy receives in relation to medical treatment for a Student will be passed on to the relevant Student, Parent/Guardian for payment.
- 4.5 All Students, Parents/Guardians are responsible for informing the Academy of all medical, dental, dietary, educational and special needs regarding the student prior to arrival. Any new or changes to existing medical conditions must also be made known to the Academy prior to arrival.
- 4.6 Should any Student fall ill and/or have to travel back home part way

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through the Programme, the Academy will not offer any refund of Fees. The Academy does not accept responsibility for any care or travel arrangements required in such circumstances.

5. Travel Documents

- 5.1 All international Students must be in possession of a valid passport with an expiry date of 6 months beyond the date of arrival in the UK in order to gain entry to the UK.
- 5.2 All Students who require a visa or other travel documentation in order to attend the Academy are responsible for obtaining these themselves.

6. Transport and Travel

- 6.1 All Students are required to organise their own transport to London. (London Heathrow, London Gatwick, London St. Pancras International)
- 6.2 Students must arrive and leave on the arrival and departure dates specified in the letter of acceptance unless in exceptional circumstances previously arranged with the Academy.
- 6.3 Students should inform the Academy of their travel plans by the date notified to them by the Academy.
- 6.4 All Students travelling on the specified arrival and departure dates will be met at, or accompanied to, the airport or railway station by a member of the Academy Staff.
- 6.5 Transfers between the Academy and London airports or railway station (only London Heathrow, London Gatwick airports or London St. Pancras International railway station) will be provided by the Academy on the specified arrival and departure dates only.
- 6.6 Should the Student arrive on any other date for any reason, the Academy may, at its sole discretion, be able to arrange transport for the Student to the Academy however will not be held responsible for this and cannot guarantee that this will be possible or practicable. Any expense that the Academy incurs will be billed to the Student, Parent/Guardian.

7. Students Property

- 7.1 Students are responsible for keeping their own possessions safe and secure while they are on the Programme. The Academy will make reasonable endeavours to take reasonable precautions to ensure the safety and security of Student's possessions whilst on Academy

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property, but cannot accept responsibility for any loss or damage to any Students' personal property caused by theft, fire, flood, computer virus or any other cause except where loss or damage is caused by the Academy's negligence or that of its employees.

- 7.2 The Academy recommends that nothing of sentimental or high monetary value is brought to the Academy and that Students insure their personal property against damage or loss.

8. Behaviour and Dismissal

- 8.1 All Students are required to abide by the Rules. The Academy reserves the right to dismiss any Student from the Academy who does not comply with the Rules.
- 8.2 All Students are required to sign an agreement with the Academy that confirms that they have read, understood and will adhere to the Rules. Failure to do so may result in the Student losing their place at the Academy without refund.
- 8.3 A full copy of the Rules may be obtained at any time. Please email info@ingeniumacademy.com to request a copy.
- 8.4 In extreme cases at the Academy's discretion, the Academy has the right to send a Student home at their own expense and without refund of the Fees.
- 8.5 If a Student causes any damage to any facility, building or equipment, they will be held fully responsible and required to pay for the repair or replacement.

9. Changes to the Programme

The Academy reserves the right to deviate from the advertised Programme, modify the Programme or change the location of part or all of the Academy. This would occur for instance should a workshop leader be ill, the workshop would be cancelled or should an attraction be closed, we would not visit the attraction.

10. Promotional Material

Photos, sound recordings or videos may be taken of Students during their time at the Academy ("Footage"). This is for use in future promotional materials of the Academy. If any Student holds an objection to being photographed or recorded and for these purposes then please notify the Academy upon acceptance. If no objection is made, the Academy reserves the right to use the Footage in future promotional material and the Student hereby assigns to the Academy

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with full title guarantee all intellectual property rights in any Footage throughout the world for the full unexpired period of such rights and all renewals, reversions and extensions of such period as may be provided under any applicable law throughout the world.

11. Course Materials

The copyright in any course materials which are used or provided by the Academy in connection with the Programme shall remain vested in the Academy or the licence owner. The course materials may not be copied or sold.

12. Data Protection

Any personal data that the Academy collects from you will be kept and used in accordance with the Academy's Privacy Policy as set out on its website.

13. Responsibility / Liability

13.1 Nothing in this Agreement shall exclude or in any way limit the Academy's liability for fraud, death or personal injury caused by its negligence or any liability which may not be excluded or limited as a matter of law.

13.2 Subject to clause 13.1:

13.2.1 the Academy shall under no circumstances whatever be liable, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Agreement;

13.2.2 the Academy shall under no circumstances whatever be liable for any loss or injury incurred due to any Student breaking the Rules or through any Student leaving the Academy campus or Programme (with or without the Academy's consent);

13.2.3 the Academy shall under no circumstances whatever be liable for any losses, including reimbursement of travel expenses incurred, in the event that the Student's travel to the Academy is disrupted or cancelled, and will not take on the responsibility of re-arranging travel; and

13.2.4 the Academy's total liability in respect of all other losses arising under, or in connection with, the Agreement, whether in contract, tort (including negligence) breach of statutory duty, or

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otherwise, shall in no circumstances exceed the Fees payable by the Parent/Guardian under the Agreement.

14. Events beyond the Academy's control

14.1 The Academy will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under this Agreement that is caused by events outside its reasonable control (known as a "Force Majeure Event").

14.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond the Academy's reasonable control and includes in particular (without limitation) strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; impossibility of the use of public or private telecommunications networks; the acts, decrees, legislation, regulations or restrictions of any government.

15. Severability

Should any of the terms in this Agreement be found to be unlawful, the remainder of this Agreement continues in full force.

16. Governing Law and Jurisdiction

This Agreement shall be governed by English law. The English courts shall have exclusive jurisdiction for the determination of disputes or claims arising under this Agreement (including non-contractual disputes or claims).