



TERMS AND CONDITIONS

Kensington School

Kensington School Summer Camp Terms and Conditions

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1. INFORMATION

These Terms and Conditions set forth obligations applicable to both parents as well as children attending Summer Camps organized by Kensington School, addressed at Avenida Bularas 2 28224 Pozuelo de Alarcon, Madrid, with NIF A-28239309.

Any activities outside of the Kensington School facilities will be indicated on the dedicated program.

2. ACCEPTANCE OF THE GENERAL CONDITIONS

These General Conditions are binding for customers and Kensington School, drafted under Spanish regulations, to the provisions of Law 7/1998 of April 13, on General Contract Conditions; Law 26/1984, of July 19, General for the Defense of Consumers and Users, modified by Law 44/2006, of December 29; and the Spanish Civil Code. The present General Conditions, signed by the contracting parties, will be incorporated into all contracts of Kensington School Summer Camp Activities Program, the object of which are the programs contained in the information sheets and that are binding on the parties, together with the particular conditions agreed in the contract and those which may be established in each Program.

3. REGISTRATION, PRICE, AND PAYMENT

3.1. Registration: In order to register for the chosen program, you must complete the Registration Form from Kensington School with the corresponding reservation.

Any request for enrolment in any of our Camp options must be accompanied by a deposit to the value of **€250**. The amount paid on account will be deducted from the total price of the Program.

No registration will be processed unless accompanied by proof of payment. The balance of the price of Summer Camp *must be paid 15 days before the start of camp*. Any failure to pay, both in time and method, will be considered as a waiver of the pupil to attend the course.

Registrations made less than fifteen (15) days prior to the Program start date must pay the full amount of camp at the time of registration. Registrations are personal and non-transferable.

3.2. Price: The price for the chosen Summer Camp Program will be specified in the corresponding service registration documents.

- **The price INCLUDES:** Scheduled activities, entertainment, and excursions; meals; teaching material; Assistance, supervision and instruction of monitors and teachers; Use of facilities, computers, and Wi-Fi; Transportation; Accident and civil liability insurance.



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3.3. Payment: The payment of the amounts referred to in the previous point should be made to the following bank account, always indicating:

- Name and surname of the participant and
- Concept (*e.g., enrolment to Kensington School Summer Camp activity*)
- Date / name of the Summer Camp

Payments will be made to: Banco La Caixa ES10 21008674190200051768.

4. CANCELLATION, NO PRESENTATION AND/OR ABANDONMENT OF THE PROGRAM BY THE CUSTOMER

In the event that the customer decides to cancel the contracted Summer Camp Program, it must be notified in written to Kensington School *at least two (2) weeks before the start date* of the Summer Camp activity. Kensington School will retain, as compensation for damages, amount corresponding to reservation of place, including all types of expenses incurred by Kensington School, up to the current date. By way of example, but not limited to payments to third parties involved in the program: other schools, monitors, teachers, telephone calls, amongst others.

In order to inform the customer of the number of retentions or charges to be made by withdrawal: -
Deposit – Nonrefundable.

- Full payment expected two (2) weeks before the start of the activity.
- No refund within a week of start date.

There will be no right to full refund of the price when:

- The participant abandons the course, of his own free will (or being minors, of his parents or guardians), once it has started, also being understood as withdrawal.
- In the event of the expulsion of the participant from the program due to non-compliance with the disciplinary rules provided in section 8 of these Terms and Conditions, or due to personal circumstances (health, physical or mental problems, for example) that disturb coexistence or good development of the program and that have not been previously communicated by the parents and/or guardians or participants at the time of formalizing the registration.



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5. FORCE MAJEURE

In the event that due to circumstances beyond the control of Kensington School, including any urgent government instruction, or cause of force majeure (natural disaster, war, health emergency including the pandemic and any outbreak of a pandemic) arising after the signing of this Agreement, If it becomes necessary to establish additional hygiene, mobility restriction, health, sanitary or safety measures that may force the suspension of the activity, Kensington School will provide the option to transfer your registration to the following summer or offer a full refund of the camp fees in these circumstances.

6. ALTERATIONS AND OCCURRENCES IN THE PROGRAM

Change of activities: Kensington School reserves the right to change activities within the program, when necessary, to adjust for any changes with providers, weather or conditions required.

In this case, if we need to significantly adjust the program price or dates, you will be informed and given the option to accept the changes or given a refund minus any unavoidable charges.

Once obtained the relevant documentation, would in turn have a *period of one (1) month to reply* to the customer's complaint.

If the solution proposed by Kensington School were not satisfactory, the customer is entitled to initiate any corresponding actions.

7. PRACTICES AND MANDATORY STANDARDS DURING THE PROGRESS OF THE PROGRAM

The participant agrees to respect and abide by the course discipline and behavior rules, bothin the facilities where the Summer Camp activities are developed, and outside of them, in particular, in relation to opening times of the Organization, the obligation of getting involved in the activities and / or class attendance, meals, comply with schedules and rules of coexistence and behavior with teachers, classmates, and staff employed by the Organization and Kensington School in addition to the prohibition of consumption and possession of tobacco, alcohol and drugs, possession and / or use of weapons, explosives and any other conduct that is illegal.

Failure to comply with these requirements by the participant will entitle those responsible for the Organisation and Kensington School to take the legal and disciplinary measures they deem appropriate, as well as inform the parents or guardians of the participant's misbehavior, leaving the participant out of any activity or excursion or even expelled from the whole Program. In these cases, the customer will not have the right to reimbursement of the fees.



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The customer shall be liable for any and all costs, charges, expenses, and liabilities that might arise in respect of damage to any of our property where the participant (acting alone or with others) has caused loss or damage to our property or the property of any other person (fair wear and tear excluded).

8. MEDICAL, PHARMACOLOGICAL AND/OR SURGICAL TREATMENT

The participant shall inform Kensington School if they are undergoing any medical and/or pharmacological treatment during the period covered by the chosen program. It is understood that, at the time of beginning the program, the participant is in correct physical and mental health to participate in the program and that the medical information accompanying the program dossier is true and complete. Otherwise, the company Kensington School is exempt from any type of liability arising from the falseness of the information.

In the event that a pupil of minor age is in a situation needing medical treatment and/or being admitted to hospital and/or in need of surgical intervention and it has not been possible to locate their parents or guardians, Kensington School is hereby authorized to take the measures it deems most appropriate for the participant's health and legitimized by the defense of the vital interest of the minor.

9. ELECTRONIC DEVICES AND OTHER PARTICIPANT'S PROPERTIES

Kensington School is not responsible for the loss and/or deterioration of any electronic devices, jewelry and other valuables that the participant may bring to the chosen program.

If any of these valuables have been lost, Kensington School may dispose of any such property if not claimed and collected by the participant *within 7 days of the end* of the Summer Camp.

10. INSURANCE

Students of Kensington School who attend summer camp are covered by the school insurance included in the yearly fees. Participants from outside Kensington School who enroll in the programs of Kensington School Summer Camp can enjoy, if they so wish, fully comprehensive insurance cover according to the conditions of the insurance policy taken out by Kensington School and provided by the company MARSH Insurance. Kensington School acts as a mere intermediary between the insurance company and the customers who contract any of our programs.



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Non-Kensington School customers may contract another policy of their choice. In this case, they should make this circumstance known to Kensington School.

11. PERSONAL DATA PROTECTION AND IMAGE PROCESSING

- **Data Controller:** Your data will be directly processed by Kensington School, addressed at Avenida Bularas 2 Pozuelo de Alarcon, Madrid, Spain, with NIF A-28239309.
- **Regulations:** The personal data provided will be processed under the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the Protection of Individuals with regard to the Processing of Personal Data (GDPR) and the Spanish implementation Ley Orgánica 3/2018, de 5 de Diciembre, de Protección de Datos Personales y Garantía de los Derechos Digitales.
- Our Data Protection Officer can be contacted by email at the address david@mesher.es if you have any queries regarding the processing of your personal data.
- **Purpose:** The purpose of the data processing is attending your queries, performance of the contract as well as other contractual and legal obligations that may derive from it. We may also process your data to send you commercial communications and the use of participant's image for marketing campaigns under your consent.
- **Lawful basis for processing:** The basis is your express consent and the execution of these Terms and Conditions. If you do not consent to the processing of your / the participant data, the participant will not be able to enroll in the Summer Camp Program. In the case of the sending of commercial communications about our educational services and the use of your image for marketing purposes we will be acting under our legitimate interest in addition to your express consent. Other lawful basis are the contract we have signed with you and the legal obligations that may derive from it. We could also act under individual vital interest in case the participant may need it.
- **Type of personal data processed:** Identification and contact information, language, location, image, family, preferences, educational and sensitive data related to health and behavior, bank, and insurance details.
- **Transfer of data:** Your personal data may need to be transferred, for the purposes of this T&Cs, to our data processor LATAM EDUCATION HOLDINGS, third parties' services providers, to Inspired Education Group Marketing department when necessary for the provision of the services always under the appropriate legal and security conditions and confidential commitment.
- **Period of retention:** The data provided will be kept for the time necessary to comply with the purposes expressed herein or until your consent is withdrawn. After such period, your information will be erased under the corresponding security measures.
- **Security measures:** The controller has implemented the necessary technical and organizational security measures that guarantee the protection and confidentiality of your personal data.



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- **Exercise of Rights:** You can exercise your rights to access, rectification, erasure, object, limitation of processing, portability and consent withdrawal by sending us a written request to david@mesher.es. You can also file a claim before Agencia Española de Protección de Datos (AEPD) (www.aepd.es) if you consider we did not attend your request properly.
- **Use of image:** The use of the participant's image will be made under the Spanish Organic Law 1/1982, of May 5, on Civil Protection of the Right to Honor, Personal and Familiar Privacy and the Image Rights and the mentioned applicable regulations regarding data protection. Express consent of parents / legal guardians or participants if they are over 14 will be always required. The purpose of taking images is the use and / or dissemination, during a limited period of time, for promotional purposes in Kensington School and Inspired Education Group global media such as press material, newsletters, websites, social networks (Instagram, Twitter, Facebook, YouTube) and / or other similar media on the Internet (all of them owned and used exclusively by Kensington School and Inspired Education Group) and its use and / or dissemination is prohibited by other means or third parties not authorized and outside both. In any case, the participant or their legal representatives may withdraw their consent at any time and free of charge in accordance with the provisions of current legislation.
- **Minors:** Kensington School will not process any data from minors (individuals under 14). The authorization of their parent or guardian, will be always required and duly accredited. In this regard, Kensington School will take all appropriate measures to proceed with the effective verification of the child's age.

You can find more information about our privacy policy at <https://www.kensingtonschool.es/politica-de-privacidad>.

12. RESOLUTION OF CONFLICTS

Any conflict related to the Summer Camp programs will be submitted to the jurisdiction and authority of the Courts of the city of Alicante capital and will be solved according to the applicable Spanish legislation.

13. VALIDITY

The validity of these general conditions will be from January the First of the present calendar year to December the 31st of the present calendar year both inclusive.



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