



**KING'S COLLEGE SCHOOL**  
SOTO DE VIÑUELAS

# TERMS AND CONDITIONS

## **King's College, The British School of Madrid Summer Camps 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 organised by King's College, The British School of Madrid, (referred herein as "*King's College Soto*") addressed at Madrid, Spain, Paseo de los Andes, 35, Soto de Viñuelas, PC 28761 and phone number (+34) 918 034 800, VAT B28307015, registered in the Mercantile Registry of Madrid, Volume 10916, Folio 92, Section 8, Sheet M-172292, first entry.

Any activities outside of the Kings College Soto's facilities will be indicated on the dedicated program.

## 2. ACCEPTANCE OF THE GENERAL CONDITIONS

These General Conditions are binding for customers and King's College Soto and 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 King's College Soto 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 application form from King's College Soto with the corresponding reservation.

There are some programs with different requirements or forms that must be added to the general conditions mentioned above for the participant to complete and sign.

Any request for enrolment in any of our programs must be accompanied by a payment for administrative expenses to the value of **€300 for non-residential and residential courses**. The amount paid on account will be deducted from the total price of the Program.

No program registration will be processed unless accompanied by proof of payment. The balance of the price of the contracted Program *must be paid 6 weeks before the start of that Program*. Any failure to pay, both in time and method, will be considered as a waiver of the pupil to attend the course.



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Registrations made less than thirty (30) days prior to the Program start date must pay the full amount of the chosen program 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; Accommodation and meals; Language course and teaching material; Assistance, supervision and instruction of monitors and teachers; Laundry; Use of facilities, computers, and Wi-Fi; Transportation; Accident and civil liability insurance.
- **The price does not INCLUDE:** Transport to and from home city to airport/ train station, airport/ train station pick-up/ drop off, pocket money for personal expenses, health and medical expenses, travel insurance and recorded delivery of VISA letter.

**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 King's College Soto Summer Camp activity*)
- Date / name of the Summer Camp

Payments Will be done to: Banco Bilbao Vizcaya Argentaria, BBVA: ES31 0182 4572 4402 0152 2079

King's College Soto will supply the visa letter for the child(ren) application. Visa applications must be obtained in enough time to coincide with our cancellation policy in the terms exposed in the following section.

## **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 King's College Soto *at least six (6) weeks before the start date* of the Summer Camp activity. King's College Soto will retain, as compensation for damages, the amount corresponding to reservation of place, including all types of expenses incurred by King's College Soto, up to the current date. By way of example, but not limited to payments to third parties involved in the program: other schools, residences, monitors, teachers, telephone calls, amongst others.



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In order to inform the customer of the amount of retentions or charges to be made by withdrawal:

- Deposit – Nonrefundable;
- Full payment expected six (6) weeks before the start of the activity;
- No refund within 45 days 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 formalising the registration.

In these cases, the costs of transfer to the airport, plane tickets and any other cost generated by the repatriation of the account will be the responsibility of the client.

## 5. FORCE MAJEURE

In the event that due to circumstances beyond the control of King's College Soto, 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, King's College Soto will provide the option to transfer your registration to summer 2025 or offer a full refund of the camp fees in these circumstances.

## 6. COVID PEACE OF MIND POLICY

At King's College Summer Camps, we are committed to ensuring everyone's safety and comfort, from our campers and staff to the communities and countries that host our camps. This summer, you can book a KC Summer Camp safe in the knowledge that we have worked with local authorities and implemented policies and procedures to ensure our camps provide the safest environment for your child. In addition to being confident that our camps meet strict government standards for safety and increased hygiene, we also offer you the security of being able to cancel your camp booking if COVID19 prevents travel.



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In this case, we will transfer your registration to summer 2025 or offer a full refund of the camp fees in these circumstances: Participant cannot travel to camp due to contracting Covid19; Student is unable to travel to Summer Camp due to travel restrictions or quarantine caused by Covid19; Summer Camp registrations do not reach the minimum number required. Proof of positive test or quarantine may be required.

With our COVID Peace of Mind Policy you can book with confidence, and we can all look forward to a safe summer full of adventure.

## 7. ALTERATIONS AND OCCURRENCES IN THE PROGRAM

**7.1. Airport pick up services:** the flight information (date, hour and flight number) must be confirmed in writing at King's College Soto at least seven (7) working days prior arrival.

**7.2. Airport transfer service:** The airport transfer service operates between 08.00 and 18.00 local time. In the event of flight changes without previous notification, King's College Soto will not be held responsible for collecting the participant at the airport.

King's College Soto undertakes to provide customers with all contracted services contained within the program, with the stipulated conditions and characteristics.

**7.3. Change of activities:** King's College Soto 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, we will in turn have a *period of one (1) month to reply* to the customer's complaint.

If the solution proposed by King's College Soto were not satisfactory, the customer is entitled to initiate any corresponding actions.



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## **8. PRACTICES AND MANDATORY STANDARDS DURING THE PROGRESS OF THE PROGRAM**

The participant agrees to respect and abide by the course discipline and behavior rules, both during their stay in the facilities where the Summer Camp activities are developed, and outside of them, in particular, in relation to opening times of the Organisation, 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 Organisation and King's College Soto 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 King's College Soto 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 cost of early return to their home will be borne by the customer. The customer will not have the right to reimbursement of the fees.

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).

## **9. MEDICAL, PHARMACOLOGICAL AND/OR SURGICAL TREATMENT**

The participant shall inform King's College Soto 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 King's College Soto 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, King's College Soto is hereby authorised to take the measures it deems most appropriate for the participant's health and legitimised by the defense of the vital interest of the minor.



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## 10. ELECTRONIC DEVICES AND OTHER PARTICIPANT'S PROPERTIES

King's College Soto is not responsible for the loss and/or deterioration of any electronic devices, jewellery and other valuables that the participant may bring to the chosen program.

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

## 11. DOCUMENTATION

All participants who contract the programs of King's College Soto must carry the necessary personal documentation (passport, VISA card, travel insurance, ID card, health insurance card, medical report or medication) in accordance with the laws of the country where the arranged program will occur. King's College Soto will not accept responsibility for any and all liability or expenses arising from failure to comply on the part of the participant, their parents or guardians.

## 12. INSURANCE

Participants who enroll in the programs of King's College Soto can enjoy, if they so wish, fully comprehensive insurance cover according to the conditions of the insurance policy taken out by King's College Soto and provided by the company EUROPEAN INSURANCE. King's College Soto acts as a mere intermediary between the insurance company and the customers who contract any of our programs.

Customers may contract another policy of their choice. In this case, they should make this circumstance known to King's College Soto.

## 13. PERSONAL DATA PROTECTION AND IMAGE PROCESSING

- **Data Controller:** Your data will be directly processed by King's College, The British School of Madrid, addressed at Madrid, Spain, Paseo de los Andes, 35, Soto de Viñuelas, PC 28761 and phone number (+34) 918 034 800.
- **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 [dpo@kingsgroup.org](mailto:dpo@kingsgroup.org) if you have any queries regarding the processing of your personal data.





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- **Purpose:** The purpose of the data processing is attending to 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 is 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 other King's Group schools and 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 a period, your information will be erased under the corresponding security measures.
- **Security measures:** The controller has implemented the necessary technical and organisational security measures that guarantee the protection and confidentiality of your personal data.
- **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 [dpo@kingsgroup.org](mailto:dpo@kingsgroup.org). You can also file a claim before Agencia Española de Protección de Datos (AEPD) ([www.aepd.es](http://www.aepd.es)) if you consider we did not attend your request properly.





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- **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 always be required. The purpose of taking images is the use and / or dissemination, during a limited period of time, for promotional purposes in King's College Soto 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 King's College Soto and Inspired Education Group) and its use and / or dissemination is prohibited by other means or third parties not authorised 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:** King's College Soto will not process any data from minors (individuals under 14). The authorisation of their parent or guardian will always be required and duly accredited. In this regard, King's College Soto 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.madrid-soto.kingscollegeschools.org/en/privacy-notice>.

## 14. 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 Madrid capital and will be solved according to the applicable Spanish legislation.

## 15. VALIDITY

The validity of these general conditions will be from January the First, 2024 to December the 31st, 2025 both inclusive.