

# Capernwray Bible School Terms and Conditions

## (as incorporated in TOAS)

### Interpretation

In these Terms and Conditions (“**Conditions**”), unless the context requires otherwise, the following terms shall have the following meanings:

“**Application Form**” means the application form for Capernwray Bible School available for completion online under: <https://apply.capernwray.org/> or the Website;

“**Authorised Staff Member**” means the Managing Director, Finance and Facilities Manager, Bible School Principal, Operations Manager, and Holiday Programme & Events Manager of Capernwray;

“**Bible School**” means the Capernwray Bible School programme that the Student is attending, as set out in the Application Form;

“**Capernwray**” means The Capernwray Missionary Fellowship of Torchbearers, a company limited by guarantee registered in England (with registration number 3573958), whose registered office is at Capernwray Hall, Carnforth, Lancashire, LA6 1AG and a charitable organisation registered in England (with registration number 1073139), together with its staff and Voluntary Workers;

“**Deposit**” means the deposit specified on the Website or published literature relating to the Services;

“**Fees**” means the fees shown on the Website or published literature relating to the Services;

“**Location**” means the location of the Bible School and its programmes;

“**Managing Director**” means the Managing Director of Capernwray;

“**Official Acceptance Letter**” means the letter from Capernwray to You confirming Capernwray’s acceptance of Your Application Form and that Capernwray has reserved a place for You to attend the Bible School;

“**Privacy Policy**” means the privacy policy of Capernwray as can be found at: <https://capernwray.org/privacy/> ;

“**Services**” means the provision of programmes, lectures, training, meals, accommodation, transport and all other activities of Capernwray for the Student;

“**Student**” means the individual attending the Bible School as specified in the Application Form;

“**Term**” means a term of the Bible School being Term 1 or Term 2 of Winter Bible School or the whole of Spring Bible School;

“**Website**” means the website of Capernwray, with the address: <https://capernwray.org> ;

“**You**” and “**Your**” means the Student of the Bible School.

1.2. The headings in these Conditions are for convenience only and shall not affect their interpretation.

### 2. Supply of Services

2.1. Capernwray shall provide the Services to the Student subject to these Conditions. By applying and then paying the Deposit You agree to be bound by these Conditions from the date of payment of the Deposit. These Conditions, together with the Privacy Policy, Student Handbook (as defined in Clause 5.2) and any other documents referred to in these Conditions, constitute the entire agreement between

Capernwray and You, and may not be varied except in writing by an Authorised Staff Member of Capernwray.

2.2. Application Forms are accepted at the sole discretion of Capernwray and are not transferable.

2.3. Capernwray may at any time correct any typographical (or other) errors or omissions in any Capernwray material relating to the provision of the Services without incurring any liability to You.

### **3. Payment of Fees**

3.1. On acceptance of Your application, Capernwray will issue an invoice or Official Acceptance Letter for the balance of the Fees.

3.2. You shall pay Capernwray the Fees and any additional sums which are agreed between You and Capernwray for the provision of the Services when they are due.

3.3. Capernwray shall not be considered to have received any cash payment unless it is handed personally to an Authorised Staff Member or the Bible School Admissions Officer and such person confirms its receipt in writing.

### **4. Cancellation and Refund of Fees**

4.1. In the event that a Bible School booking is cancelled by You at any time and for any reason, the Deposit will be forfeited as well as the Fees for the duration of the relevant Term or the Fees calculated eight weeks forward from the time of departure, whichever is the larger amount. If however You must cancel for medical reasons, a refund of the Fees (minus the non-refundable Deposit and minus a proportionate amount representing payment for the Services received during that Term) will be reimbursed following receipt by Capernwray of a doctor's certificate confirming to Capernwray's reasonable satisfaction the medical reason given by You. In exceptional circumstances, Capernwray may refund all Fees at the sole discretion of the Managing Director.

4.2. If for any reason any Term of a Bible School is cancelled by Capernwray, Capernwray will refund any Fees (including the Deposit) which Capernwray has actually received from You for that Term.

### **5. Your Liability**

5.1. Without prejudice to the generality of the foregoing, You shall be wholly liable for any liability, financial or otherwise, or injury or damage to property which You have caused whilst at the Location, as well as during trips or activities offered by Capernwray, and shall fully indemnify Capernwray, their agents, contractors and / or employees for any loss, damage, costs or expenses resulting from such liability, injury or damage.

5.2. Capernwray reserves the right to make binding rules and regulations relating to Your participation in the Bible School (hereinafter "**Student Handbook**"). The Student Handbook forms part of these Conditions and will be made available to You following Your arrival at the Location or earlier. Any failure by You to adhere to the contents of the Student Handbook may result in Your participation at the Bible School being terminated forthwith without refund and in such event You may be sent home immediately and at Your own expense.

5.3. Capernwray reserves the right to withdraw the Student from any activity at any time on the grounds of safety or unsuitability.

### **6. Capernwray's Liability**

6.1. Except in respect of death or personal injury caused by Capernwray's negligence, or for any other liability that cannot be limited or excluded under applicable law, Capernwray shall not be liable to You by reason of any representation or any implied warranty, conditions or other term or any duty at common

law or under the express terms of these Conditions for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by Capernwray or the negligence of its servants, or agents or otherwise) which arise out of or in connection with the provision of the Services or their use by You, and our entire liability under or in connection with these Conditions shall not exceed the amount of Fees actually received for the provision of the Services.

6.2. Where Capernwray provides, in connection with the provision of the Services, any goods or equipment or services supplied by a third party, Capernwray does not give any warranty, guarantee or other terms as to their quality, fitness for purpose, performance or otherwise.

6.3. Capernwray shall have no liability to You for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by You which are incomplete, incorrect, inaccurate or illegible, or arising from Your late arrival or non-arrival, or any other fault of the Student.

6.4. Capernwray shall not be liable to You or be deemed to be in breach of these Conditions by reason of any delay in performing, or any failure to perform, any of Capernwray's obligations in relation to the Services, if the delay or failure was due to any cause beyond the reasonable control of Capernwray.

6.5. You agree that your participation in the Services is at your own risk and accordingly Capernwray requires You to take out travel and medical insurance covering you against cancellation, curtailment, personal liability, personal accident, medical and healthcare charges, medical repatriation and lost property.

6.6. Capernwray reserves the right at any time to alter programmes, activities, itineraries, excursions, age brackets, premises and personnel as it thinks fit and without notice.

6.7. Capernwray will not be bound by any statement unless it is in writing and authorised by an Authorised Staff Member.

## **7. Travel and Visas**

7.1. In the event that You require a Visa for entry to the United Kingdom, You shall take full responsibility for ensuring You obtain a legal and valid Visa for the duration of Your stay.

## **8. Medical and Behavioural**

8.1. Any medical or behavioural problems referenced in the Application Form which are known to You must be notified to Capernwray in writing in the Application Form, and in any event within reasonable notice prior to the commencement of the Bible School. Capernwray reserves the right not to accept Your Application Form on the grounds that any such medical or behavioural problems are not conducive to Your participation in the Bible School or the participation of other Students.

8.2. In the event that You become ill or incapacitated during the Bible School, You agree to receive medical treatment if required in accordance with the recommendations of a qualified medical practitioner, including the administration of a general anaesthetic and to surgical operations in case of emergency. Such actions shall be taken at Your expense and risk.

8.3. You agree that Capernwray may call Your given emergency contact in the case of an actual or perceived emergency.

8.4. You agree to assume full responsibility of all medical bills and associated costs accrued during Your stay at Capernwray and agree to pay these within the time frame given by the issuing office, or the end of the Term; whichever comes first. For non-UK students, You agree to permit the medical advisory staff of Capernwray and the Authorised Staff Members to open and read medical invoices and related documents when needed for translation purposes or forwarding.

8.5. You agree that it is Your responsibility to inform Capernwray of any issue or condition that may affect Your health, safety, or ability to safely participate in activities at Capernwray or offered by the staff of Capernwray. These include but are not limited to ADHD, SEN, medical, languages, disability, diet, behavioural/ social issues, or history. Furthermore, you agree that Capernwray may take steps to respond to known issues or conditions which could pose an immediate danger or threat to you or anyone else.

8.6. It is Your responsibility to help Capernwray prevent the spread of infectious diseases.

8.7. We are sensitive to certain allergens and will attempt to create an environment which is sustainable for students with allergies, but cannot guarantee their exclusion from Capernwray. You agree that it is your responsibility to check the allergy information provided by Capernwray.

## **9. Jewellery, Electronics, Valuables and Lost Property**

9.1. Capernwray will not be liable for any item of jewellery, electronics or valuable property brought to the Location by You. Additionally, Capernwray will not be responsible for any property left at the Location and may dispose of any such property if not claimed and collected by You by the end of Bible School, unless otherwise arranged by You with an Authorised Staff Member.

## **10. Publicity and Data**

10.1. By ticking the consent box in the signature section below, You hereby authorise Capernwray to take and gather photographs and videos which include You and Your likeness during the duration of Your stay at the Location. In addition to their use for the student ID card and student visa (where applicable), yearbook, and picture board, You hereby authorise and acknowledge that Capernwray may use without prior notification any such photograph or video of You for informational and publicity purposes. These include (but are not limited to) printed publications, online publications and social media. In accordance with applicable data protection laws, you can revoke this authorisation at any time.

## **11. Force Majeure**

11.1. Capernwray shall not be liable for any delay in performing or failure to perform any obligation (including to action any alteration or cancellation) due to any case beyond our reasonable control including lock-outs, strikes, shortages of personnel, labour disputes, war, riot, act of God, civil commotion, terrorism, malicious damage, threats to safety, compliance with any law or governmental order, rule, regulation or direction, accident, environmental contamination, pandemic outbreak of disease, breakdown of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials, goods or raw materials in connection with the performance of these Conditions. No refund will be made, except at the sole discretion of Capernwray.

## **12. General**

12.1. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

## **13. Governing law and jurisdiction**

13.1. These Conditions are governed by English law. In the event of any matter or dispute arising out of or in connection with these Conditions, You and Capernwray shall submit to the exclusive jurisdiction of the English courts.