

# **TERMS AND CONDITIONS 2023**

It is important to note that these terms are conditions apply to all students whether the booking comes direct or via representatives.

## **Payments**

All fees are payable in pounds sterling and payment can be made as follows:

1. Bank transfer directly to our account. Please note that students are responsible for any bank charges, otherwise this will be charged to the student directly on arrival. Please email us a copy of the remittance advice. Please indicate the student's name on the remittance.

2. Credit or Debit card via electronic invoice or online shop. All card payments can only be in pounds sterling.

3. PayPal via electronic invoice or online shop. All PayPal payments can only be in pounds sterling.

## Enrolment Fee

On application, an enrolment fee will be charged which is non-refundable under any circumstances. Students returning within 12 months of their previous course will not be charged a second registration fee.

#### Age – Adult Courses & Junior Programme

The minimum age for to attend an adult course is 16. There is no maximum age.

The minimum number to attend a junior programme is 11. Any closed groups of junior students (Under 16) must have the appropriate number of group leaders (maximum ratio 1:12). All group leaders with any under 18sin their group must provide us with a police 'certificate of good conduct' or 'certificate of criminal record' from their country of residence.

Please note students aged under 18 who come as individuals are not supervised except in lessons and on class excursions. It is the parents' responsibility to ensure appropriate level of supervision if they are sent without a group leader to the UK.

Under 18s: Parents or guardians of under 18s MUST email us a completed 'Under 18 parental consent form' before the student arrives in school. Students aged under 18 must abide by the curfew times and other safeguarding rules. Failure to do so may result in expulsion.

# Parental consent form for students aged under 18

We want to make sure that your child is safe and happy while studying in the UK. To help us, we ask you (the parent or legal guardian) to complete this form for any student aged under 18 who is enrolled at The Language Training Co Dorset

Please note that the student will not be able to start the course until the form is received by the school

#### **Data protection**

We promise to keep this information secure and will only give it to people who are directly involved in caring for your child on a need-to-know basis during the time when they are enrolled at the The Language Training Co this may include healthcare and welfare professionals.

#### Travel

I give consent for my son/daughter to travel to the UK and study at the The Language Training Co The Language Training Co.

I agree that if I want my son/daughter to travel unaccompanied I will notify the school in writing.

I, as parent / legal guardian, agree that any documentation my son/daughter need to travel as minors it is my responsibility to source and ensure they comply. This includes but it is not limited to, local transport as well as flight or any other means to get to and from the destinations

#### Accommodation

I agree to my son/daughter staying in the accommodation arranged by The Language Training Co upon providing my choice on the application form.

I agree to my son/daughter must understand that he/she must follow the 'school and house rules'.

If your son/daughter is staying with family members or is in accommodation arranged by yourself, please give full details:

#### **Curfew times**

I as parent/ legal guardian, agree the comply with the school curfew times, regardless of my household curfew times when he/she is living with me.

#### Leisure activities

I give permission for my son/daughter to go on any trips organised by the school and to take part in these activities, under supervision by teachers, group leaders and activity providers

#### **Unsupervised time**

I give permission to the school to not allow my child to have unsupervised time if the school deems it necessary.

#### Medical

I agree that I will notify the school of any health problems my son/daughter have and inform the school of any medication he/she is taking.

In case of minor pain or illness such as headache, mild cold or sore throat, vomiting, I agree to my son/daughter being given non-prescription medication such as Paracetamol, cough medicine, throat pastilles, antihistamine or travel sickness tablets and follow basic safeguarding guidelines

In case of an emergency I as parent/ legal guardian give permission for a responsible person in the school or in their accommodation to arrange medical treatment.

Of course, every effort will be made to contact you, the child's parents/guardians,

as quickly as possible.

#### Attendance

Students are expected to attend all scheduled classes and activities and to be in their accommodation at the stated times

#### Photographs and video clips

I understand that the school may take photographs or video clips of students during class or leisure activities and that these images may be used in the school publicity or on its social media site.

I will notify the school in writing if I wish not to let my child by part of this.

#### Consent

I confirm that the above details are accurate and complete. I agree to the terms and conditions

I have discussed the agreed arrangements and rules with my son/daughter.

## **Course Postponements**

We strongly recommend that students take out insurance to cover fees and costs in case of cancellation or leaving early. Students may postpone their course for up to 12 months. Students who do not resume their studies within the 12-month period will have their courses cancelled with no right to a refund.

You may postpone the course with no penalties up to 7 days before the course starting date. A credit voucher will be issued and can be redeemed for an equivalent school-based course or for online courses to the same value. It is the student's responsibility to keep the school informed of any postponement of the course start date.

## **Cancellations & Refunds**

If you are not able to take the course as planned, there are two options:

• A full refund of course fee minus £150 will be provided to the student should the student wish to cancel their course at least 2 weeks before the course start date.

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- If your cancellation is due to your visa application being refused you will need to provide documentary
  evidence from the relevant embassy before any refund can be considered as follows: You must
  return your letter of enrolment. Once we have received a copy of all pages of the visa refusal letter
  including the last page with the signature of the Entry Clearance Officer & date of refusal, plus our
  original letter of enrolment, we will refund all monies received minus bank charges. If you have booked
  and paid through a representative the refund will be made to the representative.
- If the school cancels the booking because for being unable to open, you can receive either a full refund, or a credit note valid for 2 years from the course start date. Any accommodation fees paid will be refunded in full.
- Cancellation of a course after the start date will result in no course refund except the homestay fees less 20%.
- Once a visa stamp of any kind has been given as result of the letter of acceptance no refund is possible.
- Students who try to obtain their visa by deception by providing false information or documentation will receive no refund.
- Once a course has started no refunds will be provided under any circumstances.
- Any refunds due to a student must be requested within 12 months from course start date, after this date the funds will expire. The expiry date is non-negotiable.
- If you choose to stop your course early, your tuition and materials fees are non-refundable under any circumstances.
- We are unable to offer credits to students who leave early.
- Fees are non-transferable. This means you cannot transfer your fees to another person.
- If you booked through a representative, we will send any refund to that representative.
- Periods of absence due to accident or sickness are non-refundable.
- Please note: A good student insurance policy will refund the remaining fees if a student has to go home early for a medical or other serious reason. We strongly advise all students to take out insurance.

# Cancellation/Change of Course - Covid 19

- If a student or a member of staff contracts COVID-19, the school may need to close for up to 2 days for deep cleaning. During this period, all courses will be moved online.
- In the unlikely event of a Government shutdown, all courses will be moved online, and students will be very welcome to stay in their accommodation and remain in the UK or return home and continue studying from there. If they do not wish to transfer to online courses, they will be offered a credit note valid for two years from their last day studying with us. If they return home the balance of their accommodation will be refunded.
- If a student doesn't feel well and the family deems it necessary to perform a lateral flow test I consent for this to be one. For under 18s parents do consent for this to happen on behalf of their children.

# **Textbooks / Course Materials**

Students are expected to buy the appropriate materials for their course. Students failing to do so or those

who forget to bring their materials on a regular basis may be asked to leave.

### **Absences**

No refunds or substitutions will be made for classes missed due to exams, excursions, first day orientation or other obligations that fall outside the normal schedule. Students who report missed classes may be provided with class credits but only at the discretion of The Language Training co Unreported absences will not be credited or refunded.

#### **Reduction of Lessons or Weeks**

Students who have paid for a course in advance but on commencement or during the course wish to reduce the number of study lessons per week or number of course weeks, will only be credited with 50% of the extra hours remaining. Refunds are not possible.

#### **Attendance**

The student is expected to attend all the classes. Classes that the student fails to attend will be lost. Continued poor attendance will be followed by a written warning and in extreme cases by expulsion without refund.

- Any student who is sick must:
  - For absences of up to 6 school days, complete a self-certification sickness form on their return.
  - For absences of 7 school days or more, provide a certificate from their doctor.
- If a student is absent for 10 consecutive days or more, or is repeatedly absent (e.g. 1 or 2 days per week), without authorization, they will be reported to their sponsor if they are a sponsored student, and they may be asked to leave the school.
- If a student is asked to leave the school for poor attendance or conduct, their fees will not be refunded.
- Students will only receive an achievement certificate if their attendance has been 80% or higher.

# Course Arrangements

The Language Training correserve the right to cancel or change course arrangements at short notice or course inprogress, timetable, fees, and any other associated costs.

Students may request a morning or afternoon timetable but it will depend on availability in the class and ultimately the school will have the final decision.

The Language Training Co also reserve the right to change the means of delivery of any of its coursesshould we consider it necessary due to health and safety or any other reason that might arise.

# Visa Nationals

No documents can be issued until we have received the following:

- Registration fee.
- Course materials fee.
- Full tuition fees.
- 2 weeks' accommodation fees for homestay and/or residential accommodation. (This will be deducted from your subsequent payment of accommodation expenses)

Please note that original letters of acceptance and other details including accommodation are sent via email.

# Non-Visa Nationals

- Registration fee.
- Course materials fee.
- Full tuition fees.
- If applicable 2 weeks' accommodation fees for homestay and/or residential accommodation. (This will be deducted from your subsequent payment of accommodation expenses)

Please note that original letters of acceptance and other details including accommodation are sent via email.

# **Misconduct**

The School has the right to dismiss any student for misconduct on school premises or anywhere which brings the school into disrepute with no refund of the remaining fees.

1. We expect all students to abide by UK Government and THE LANGUAGE TRAINING CO safetyguidelines, including Covid 19 guidelines, at all times, as we accept students at the school on condition that they agree to do so and that they continually demonstrate that they are doing so.

2. We expect students to behave reasonably at all times (including when online or using any form of messaging or social media) towards other students and school staff and to respect cultural, racial and religious differences. We expect all students to uphold the core British values of democracy, individual liberty, tolerance, and the rule of law.

3. THE LANGUAGE TRAINING CO reserves the right to refuse admission to any student or to dismiss any student from school or accommodation without refund of tuition fees in the event of misconduct, unsatisfactory attendance or work, or any other reason deemed necessary by the Senior Management Team such as an undisclosed physical or mental medical condition.

4. THE LANGUAGE TRAINING CO expects students to behave responsibly online and follow theschool's guidelines on internet use, including not downloading or sharing any illegal or inappropriate material.

5. If a student is asked to leave the school for poor attendance or conduct, their fees will not be refunded, and they will not be allowed to stay in THE LANGUAGE TRAINING CO accommodation. If a visanational, the Home Office will be informed of the date the student will have their course terminated.

6. Students have to pay for any damage they cause on the school premises or at their accommodation.

7. Students are responsible for their own personal belongings. The school or the accommodation does not take responsibility for this.

## **Resolution of disputes**

All complaints will be fully investigated as per our "Complaints Procedure" providing:

- The complaint is made while the student is attending our school.
- The complaint is registered in writing with the Director of Studies or School Principal.
- We might not accept complaints received after the student has returned to their own country.

# <u>Holiday</u>

Students may take holiday but must notify the school in advance to agree dates or they are liable to forfeit the period as part of their course. The Language Training Co does not open on Saturdays, Sundays orUK public (bank) holidays. Classes missed because of a public holiday will not be refunded or made up.

If you wish to take a holiday, you must give 7 days' notice in writing to Reception. This can be done via email to info@thelanguagetrainingco.co.uk. Please note that we do not give refunds for holiday periods, but you can extend your course. If you have a visa, extensions cannot be made beyond your visa expiry date. Extensions can only be made for full calendar weeks. No extensions will be given for students who take holidays during courses with set dates or examination courses.

You must ask in Reception for the School Holiday or Holiday Visa letter before going on holiday. You need this letter to show at UK Immigration on your return to the UK. Please note: the school is not liable either if you are delayed at the border or if you are not allowed back into the UK for any reason.

# Accommodation

- All accommodation payments must be made through the school.
- We cannot confirm a reservation for a room in one of our student houses or host families until we have received 2 weeks' accommodation fees or for bookings for fewer than 2 weeks, the full fees.
- Accommodation is arranged for students only while they are studying on full-time courses at the school.
- If you leave school early for any reason, you will be asked to leave your accommodation.
- All accommodation is subject to availability and early booking is advisable.
- If you decide to leave your accommodation early, you must give 7 days' notice in writing for homestay and 14 days for student houses (residences).
- Refunds will only be made for full calendar weeks. This applies to all accommodation options.
- Under special circumstances we may need to move you to alternative accommodation at short notice and the school reserves the right to do this. Although we will do our best to find you accommodation in the same category as your original choice, we cannot guarantee this.
- If you only book accommodation for part of your stay (e.g., you book 4 weeks of accommodation but have enrolled on a 24-week course) and you decide to extend your stay in school accommodation, we cannot guarantee availability, especially during busy periods. You will not normally be able to stay in the same accommodation. You should always book accommodation for the full length of your study period unless you have already booked it privately.
- After 3 requests to change accommodation, THE LANGUAGE TRAINING CO reserves the right not to provide further accommodation.
- Any student who behaves in an unacceptable manner will be asked to leave their accommodation immediately. If this is part-way through a week they will still be liable for that week's payment. In these circumstances we cannot guarantee that we will be able to find alternative accommodation.

- If you book your own accommodation, you must give your accommodation address and a contact telephone number to reception before your course start date.
- If you are a full-time student but staying in private accommodation and would like to move to the school accommodation, we require 2 weeks' notice to find you suitable accommodation.

# Homestay

- The school's accommodation service acts as an agent in introducing course participants to hosts. The contract is between guest and host.
- Homestay accommodation may be booked from Saturday/ Sunday to Saturday/Sunday. If you wish
  to arrive or depart on a different day you must book hotel accommodation for the extra nights. If
  you arrive on a Saturday and leave on a Sunday while in the homestay for the whole period, you
  will be charged for the extra night.
- Host families cannot accept students between 23:00 and 07:00. If you have a late flight you will need to book a hotel for your first night.
- If your homestay accommodation involves extra days, you will be charged a daily rate for up to 4 days. 5 or 6 extra days will be charged at the full weekly rate.
- If you take any holiday during your stay and you are away from your homestay, you will be charged 50% of the weekly rate for accommodation for each calendar week of absence. This includes holiday taken over the Christmas period when the school is closed. Please give 2 weeks' notice in writing to Reception if you wish to take holiday from your homestay.
- All accommodation payments must be made to the school. You should send the money to us at least 7 days before your arrival.
- The school can only book homestay accommodation for students studying here. If you wish to have a friend to stay with you for a few days, you must arrange this with your host yourself. Your host may ask your guest to pay for their accommodation.
- Please note because of death, illness or other unforeseen circumstances it may be necessary to change your accommodation at very short notice before you arrive or once you are here and the school reserves the right to do this.
- Please note: There is a £30 per week supplement for special diets, such as halal, gluten-free or dairy-free. There is a £75 per week supplement if you wish to stay in homestay over the 2-week Christmas and New Year holiday period.

# <u>Visas</u>

It is the student's responsibility to ensure that they have the correct visa type and appropriate leave to remain in the UK. In the event that we find that any student does not have appropriate leave to remain, we will terminate their course immediately and they will have to return to their country. In this case tuition and registration fees are non-refundable.

# Use of Image

The Language Training co will need consent on the registration form before we can use any images / video on socialmedia.

## **Liability**

The school accepts no liability for the loss of a student's property or for extra expenses incurred by circumstances beyond our control. The Language Training Co does not accept any liability in the caseof illness, accident, loss or damage to personal effects or property occurring on the school premises, except where such liability is imposed under UK law. The Language Training Co does not accept liability for losses or additional expenses students might incur because of cancellation or delays to travel services. Westrongly advise all students to take out insurance before leaving their home country.

### **Medical Insurance**

The Language Training co does not hold insurance to cover students against medical expenses as a result of personalinjury. Students are strongly advised to take out full insurance to cover the costs of medical expenses.

## Force Majeure

The Language Training Co will not be liable in cases where the school is unable to provide services towhich they are contractually bound because of fire, natural disaster, act of government, failure of suppliersor subcontractors, labour disputes or other reasons which are beyond the control of the school. The Language Training Co, is not liable for failure to perform its obligations if such failure is as a result of Actsof God (including fire, flood, earthquake, storm, hurricane, infectious diseases or pandemics or other natural disasters that are beyond the reasonable control of the parties), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. Refunds will not be made in such circumstances. In the event of an outbreak of an infectious disease, all students and or parents/guardians are required to comply with rules regarding quarantine as set by government agencies or by the school. If the school asserts Force Majeure as an excuse for failure to perform its obligations, then the school must prove that it took reasonable steps to minimise delay or damages caused by foreseeable events, that the school substantially fulfilled all non-excused obligations,

and that the other party (student, agent etc.) was, where possible, notified of the likelihood or actual occurrence of the event.

# Other terms and conditions

- Where there is only one person on a particular group course, we reserve the right to offer the costequivalent number of individual lessons instead of the group course.
- The school reserves the right to change teachers at any time during the course.
- The school reserves the right to alter dates, fees and any particulars in the brochure or website without prior notice.
- Classes take place in both the main school building and additional premises located near the school. The School reserves the right to move classes between rooms and premises as appropriate.
- Students who cannot read or write Roman script: please note that we are unable to teach literacy in our group classes. Any student who requires lessons in literacy must book private lessons with the school for this purpose.
- The Managers of the School reserve the right at their absolute discretion to refuse any application for enrolment of any student at any stage of the application or booking process. The School shall be under no obligation whatsoever to give reasons for the decision of the Managers. If an enrolment is refused, all paid fees will be refunded.
- We reserve the right at any time, to search students and inspect the contents of all vehicles, clothing, bags, parcels, etc., belonging to or in the possession of any students whilst entering, leaving or on the organisation's premises or on organised excursions. Searches will always be conducted by two individuals, one of whom will be a person of the same sex.

# Personal Information

- We keep your information in electronic and paper format. Some of the personal information you supply will be passed on to accommodation providers or the airport meeting service.
- Under UK law we must give information to UK Visas and Immigration if required to do so.
- In order to fulfil our obligations to you, and, in some cases, to the British authorities, it is necessary for us to see and copy your passport (and visa if applicable), to have contact details for you in Bournemouth (including a mobile phone number if you have one), and to have details of your next of kin in your country. You must therefore agree to provide these details and keep them up to date if they change.
- By accepting these Terms & Conditions you accept our right to use your personal information in this
  way. Students and/or parents are reminded of the need to disclose medical information about the
  student to the school when the application is made and to enquire prior to enrolling whether the school
  and accommodation facilities are suitable for the individual's needs.

# Privacy Policy

We will be guided by the following principles when collecting and processing data:

• We will only collect data for specific and specified purposes; we will make it clear at the point when we request your information, what we are collecting it for and how we are going to use it.

• We will not collect data beyond what is necessary to accomplish those purposes; we will minimise the amount of information we collect from you to what we need to deliver the services required.

• We will not use data for purposes other than that for which the data was collected, except as stated, or with prior consent;

• We will seek to verify and/or update data periodically, and we will accept requests for amendments of personal data;

• We will apply high technical standards to make our processing of data secure;

• Except when stated, we will not store data in identifiable form longer than is necessary to accomplish its purpose, or as is required by law.