

The English Studio Language School

Students on General Visa (Tier 4)

Terms & Conditions

1 Registration and Payment

1.1 In order to reserve a place on a course the following registration fees will fall due. Until we receive these monies we will not reserve a place. The purpose of this fee is to cover the administration cost of enrolling a student.

1.1.1 £75 Tier 4 registration fee plus an additional £10 CAS fee.

1.2 A registration fee is applicable to all applications.

1.3 Full payment for the course must be made prior to starting the course including payment for any official documentation (CAS).

1.4 We have more than one centre and unless the student pays a premium of 20% of the course fees we will allocate where students study, but we will inform students of our decision in advance.

1.5 If we have to commence proceedings to recover outstanding fees then the student will indemnify us against all costs.

1.6 The course fees will not include costs that are incurred on the student's behalf such as examination fees, personal medical insurance, Transport for London fee or the cost of any social events but the course fees will include administrative support. Course books are not included in the course fees.

1.7 We retain a £20 deposit upon enrolment for use of the DVD Library.

1.8 Should any monies be outstanding then we reserve the right to discontinue that student's studies and charge interest at 10%.

1.9 The Consumer Protection (Distance Selling) Regulations apply to any student who enrolls online and these regulations provide for the right to cancel within 7 days of initial application, but we will charge an administrative fee of £25 (this will be in addition to the registration fee referred to in clause 1.1).

1.10 Should a student change any of the course details then we reserve the right to charge a further £20 administration charge.

1.11 If it is found that a student has any fraudulent practice in order to obtain the necessary documentation from the school to apply for a visa, we will inform the UKBA. In these cases students will be asked to leave the course and no refund of fees will be given.

1.12 The minimum age for enrolment is 16 and for those students aged between 16 and 18 we proceed on the basis that the parent, guardian of the student under 18 is aware of the enrolment and is bound by all the terms and conditions set out in this document in lieu of the student.

2 Data

2.1 As a part of the registration process we ask students to disclose to us all information that we require in order to assess our obligations and the student's requirements regarding the provision of information to complete the enrolment.

2.2 When a student enrolls we will require that student to produce all appropriate documentation in order to verify the details submitted to register for the course.

2.3 We confirm that we will process the data we hold about students to provide the classes and to arrange for any transport and accommodation that are required, and when processing the data we will abide by the provisions of the Data Protection Act 1998. This data is held electronically on a secure database.

2.4 Students are under a continuing duty to update this data should their circumstances change or it transpires that the information given is inaccurate. In addition, as part of its sponsorship duties the school will regularly request changes to personal details.

3 Refunds

3.1 Refunds will be considered only on receipt of relevant official documentation.

3.2 Refunds will not be given if a student is refused entry into the country at ports

3.3 We do not allow students to transfer their enrolment, credit notes or course fees to any third party.

3.3.1 A refund will not be considered if a student is asked to leave the UK.

3.4.1 if a Student Visa is refused, the notification of the refusal must be submitted by the student within 14 days from the issue date in order for a refund to be processed.

3.4.2 If the student appeals against the decision of the UKBA then we will make a decision which is final and not subject to scrutiny and will be based on the correspondence exchanged with UKBA. If a refund is made then:

3.4.3 this may take two months from the date when the requisite paperwork is complete;

3.4. if the refund is upheld we will deduct an administrative fee of £100.

3.5 Any third party costs such as examination fees, registration fees, accommodation booking fees and courier fees are not refundable.

3.6 Airport transfers can be amended, postponed or cancelled if at least one week's notice is given.

3.7 If you have requested a refund and are declined, please note that the decision is final and not subject to any further review.

4 Flexibility

4.1 We reserve the right to change teachers, times of lessons and location of courses and to combine classes if:

4.1.1 numbers for any particular class are low;

4.1.2 we have to attend to building or maintenance work;

4.1.3 a teacher is sick.

4.2 The school is closed for bank holidays and teacher training days and we will not extend course to compensate. Students do not lose attendance on these days.

4.3 Holiday entitlement:

4.3.1 1 to 7 weeks - no holiday entitlement;

4.3.2 8 to 12 weeks - 1 weeks holiday;

4.3.3 12 to 17 weeks - 2 weeks holiday;

4.3.4 18 to 23 weeks - 3 weeks holiday;

4.3.5 24 to 29 weeks - 4 weeks holiday;

4.3.6 30 to 35 weeks - 5 weeks holiday;

4.3.7 36 to 39 weeks 6 weeks holiday;

4.3.8 in excess of 40 weeks - 8 weeks holiday.

4.3.9 Holiday must be taken during the tuition period that the school sponsors you for.

4.4 The school is normally closed for 3 weeks over Christmas (this holiday will be deducted from the student's holiday entitlement).

4.5 The students must use their holiday entitlement when the school is closed.

4.6 Absence from school during time taken off as holiday entitlement will not affect a student's attendance record.

4.7 Students cannot reduce weekly study hours or change from a part-time course.

4.8 Students that buy the Academic Year Plus course must take 8 weeks of their allocated holiday in July and August.

5 Studies

5.1 Students are entitled to:

5.1.1 a placement test;

5.1.2 tutorials with their teacher;

5.1.3 use of photocopies and supplemental material;

5.1.4 (subject to clause 1.7) the DVD Library.

5.2 The maximum class size is 22.

5.3 Each class (3.15 hours duration) has a break of 15 minutes. Breaks for evening classes, specific test classes and one to one classes may differ.

5.4 Please note that we enrol:

5.4.1 students every week so that composition of each class changes from week to week;

5.4.2 part time students on full time courses will receive summarised or abridged full time teaching material

5.5 Each term normally lasts 3 months. At the end of each term the student's level and teacher may be changed.

5.6 Upon completion of their course the students may receive a certificate, subject to completing an Exit Certificate Test and achieving 85% attendance.

5.7 We invite the students to share any comments or feedback.

5.8 We will not review any feedback or response we receive after the class in question has been concluded. Students must raise any issues with us as and when they arise.

6 Rules

6.1 If a student's attendance falls below 85% then we may move that student to another class. If the attendance does not improve then the student's classes will cease and the school will have to inform UKBA.

6.3 We reserve the right to cancel a student's enrolment in the event of conduct or behaviour which in our opinion diminishes

(or may diminish) the reputation of this school even if such conduct is not in breach of these terms and conditions. Our decision is final.

6.4 Students must contact the school in the event they are unable to attend their class. Students must refer to the student handbook for contact details.

6.5 If a student arrives more than 20 minutes late the student will not be allowed to join the class.

6.6 The intellectual property pertaining to our course hand outs and other teaching materials is owned by us and the students agree to us not to copy or reproduce the materials for commercial benefit.

6.7 Students must:

6.7.1 only speak English;

6.7.2 inform us if they cannot attend a class for any reason – the production of official documentation to substantiate any such absence will be required;

6.7.3 comply with reasonable requests made by our employees;

6.7.4 adhere to our Health & Safety Policy (failure to do so will constitute grounds for expulsion).

7 16-17 year olds

7.1 Under 18's will be treated as adults.

Students of this age must be aware that they will be placed in a class with adults and treated as adults. However their teacher will have passed police checks to ensure there is no reason why they cannot teach this age group. In the event of this teacher being ill then and the school not being able to provide a cover teacher who has also undergone the check, the student will be moved to a different class with a teacher who has the necessary clearance.

7.2 Under 18's will not be allowed to go on field trips or excursions. While the rest of the class are on a field trip under 18's will be placed in another suitable class for the duration of the lesson.

8 Disability Policy

The English Studio does not discriminate against anyone in terms of any physical or learning disability. The school makes enquiries during the booking process regarding students' physical or learning difficulties and any other health issues

If students reveal any of these issues during the booking process they are made aware of the limitations to what can be provided due the nature of the building and the resources at the school's disposal as follows:

8.1 All students must be able to negotiate stairs unaided. There is no lift in the building and students may need to walk up to 5 flights of stairs.

8.2 We do not currently have any provision for students with hearing difficulties in terms

of induction loops.

8.3 Materials can be amended to aid students with visual impairment to a certain extent though they would still need to be able to negotiate the building unaided though guide dogs are admitted.

8.4 Students with learning difficulties such as dyslexia and dyspraxia are admitted. Teachers who have these students are made aware that they are joining the class and provided with support on how best to teach students with these difficulties.

8.5 If students reveal any health issues which may impede their performance on the course or their ability to complete the course we will make them aware of our attendance and refund policy.

Any information is stored on the student record and academic managers make teachers aware of any students joining their class with physical or learning difficulties or any relevant health issues. All staff are trained to deal with this information sensitively and confidentially.

9 Accommodation

9.1 We will charge a fee of £35 (subject to change) for finding and booking accommodation.

9.2 We reserve the right to provide alternative accommodation if the first choice is not available.

9.3 To cancel "Home Stay" accommodation:

9.3.1 30 days prior to the arrival day the accommodation cost will be refunded in full;

9.3.2 less than 30 days prior to the arrival a refund minus one weeks accommodation cost .

9.3.3 If less than 48 hours notice (2 days) a refund minus 4 weeks accommodation cost will be refunded.

9.4.1 14 days prior to the arrival day the accommodation cost will be refunded in full;

9.4.2 Less than 14 days prior to the arrival day a refund minus one weeks accommodation;

9.4.3 less than 7 days a refund minus two weeks accommodation cost.

9.5 To cancel hostel accommodation:

9.5.1 28 days prior to the arrival day 95% of the accommodation cost will be refunded in full;

9.5.2 Less than 28 days prior to the arrival day 50% of the accommodation cost will be refunded in full;

9.5.3 less than 7 days prior to the arrival day the accommodation cost will not be refunded.

9.6 We must receive written notice of cancellation between 8.45am and 6pm on week days which are not public holidays in the UK.

9.7 Hosts-International are the agency that we book our host families through, they are British Council accredited.

10 Liability

10.1 Save for death or personal injury caused by our negligence we exclude to the extent permitted by law all conditions, warranties and other terms which might be implied by statute, common law or equity any liability for any direct, indirect or consequential loss or damage of any kind, howsoever arising and whether caused by tort (including our negligence), breach of contract or otherwise even if such loss is foreseeable.

10.2 The provisions of clause 8.1 do not extend to any liability to students arising out of any fraudulent misrepresentation made by us or our employees or agents.

10.3 Subject to the provisions of clause 8.1 all activity undertaken by a student is strictly at the student's own risk and we take no responsibility. This includes any activities where our employee is present as a guide or facilitator.

10.4 It remains each student's responsibility to safeguard their property and consider whether insurance is required.

10.5 We shall take all responsible steps to fulfil the student expectations regarding the course's but we do reserve the right to alter services to at least an equivalent standard and at no additional cost.

10.6 While we take all reasonable steps to ensure the information contained in our brochures and website is accurate we reserve the right to alter this, substitute or withdraw any amenity without further notice.

10.7 Should any of the following events occur then we will not be liable to provide further services:

10.7.1 strikes;

10.7.2 industrial action;

10.7.3 fire;

10.7.4 civil unrest;

10.7.5 acts of God;

10.7.6 legal action;

10.7.7 withdrawal of regulatory consents.

11 General

11.1 These terms of business are written in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.

11.2 The Contracts (Rights of Third Parties Act) 1999 is excluded.

11.3 No variation to these terms will be binding unless the variation is recorded in writing and signed by us and the student.

11.4 These terms of business represent the entire agreement reached by the parties and excluding any fraudulent misrepresentation no other statement whether oral or in writing will be regarded as a contractual term of these terms of business.

I the undersigned have read and fully understand the Terms & Conditions

Signed: Dated: