

## **TERMS AND CONDITIONS - TO READ AND SIGN**

### **1. REGISTRATION**

- (a) Before the start of your course, we must have received your original completed Enrolment Form and your fees, and we must have also seen your original passport/visa and taken copies if needed. No enrolment confirmation will be issued unless full payment for the course fee is received.
- (b) We also require your address and telephone number in the UK and the address/telephone number of a member or friend of your family who we can contact, in an emergency. It is the student's responsibility to inform the Academy about the changes to their address and/or telephone number.
- (c) Your enrolment documents will be sent to you by e-mail. If you want us to send the documents by normal post, recorded delivery or with a courier company, we can do so. However, the cost of this will be added to your fees.
- (d) Once you are accepted on the course, you will be issued with a letter/Email confirming the acceptance of studies.

### **2. TUITION FEES**

- (a) The Academy's current fees for its courses are set out on the Price List, and must be paid in full before the start of your course.
- (b) The tuition fees include a letter confirming your registration at the Academy, the learning material, the student ID card, and your leaving report/certificate from the Academy but do not include travel, accommodation, living expenses, external examination fees, health/property or other insurance, bank charges or international money transfers, books, excursions or social programs, documents issued after arrival beginning of the course, or CAS fees.

### **3. ACCOMMODATION FEES**

- (a) Accommodation fees are only valid for the person and dates specified on the Enrolment Form. You will forfeit accommodation fees for the days involved if you arrive late, are absent or leave before the accommodation ends.
- (b) Accommodation fees are non-transferable to other students.
- (c) In arranging accommodation the Academy is acting as the supplier's agent.

### **4. ACCOMMODATION REFUND POLICY**

- (a) Booking fee of £50 pounds is non-refundable.
- (b) Accommodation fees are refundable up to 1 month before the arrival date. After this date there will be a penalty of accommodation fees for one week.

### **5. AIRPORT TRANSFERS**

- (a) Airport transfer charges are non-transferable, non-refundable.
- (b) A maximum 60 minute waiting time is included in the airport transfer charge. Additional waiting time is chargeable at £20 per hour. Waiting time charges commence 60 minutes



after the arrival time given to the Academy by you.

(c) It is your responsibility to ensure the Academy has the correct arrival details. If incorrect arrival details are given and you are subsequently not met, no refund will be given.

## **6. BOOKS**

(a) You must buy the relevant course book(s) no matter how long your course lasts, unless the relevant course book is to be changed within one week of your course starting.

(b) The student is obliged to acquire the relevant book(s) at the beginning of the course, after receiving information the study material. Every student must bring their book(s) with them to all lessons. Due to copyright laws, students will not be allowed into lessons with photocopied versions of the course book.

## **7. CLASSES**

(a) The Academy is normally open from Monday to Friday each week, but is closed on all public/bank holidays and school holidays. The exact dates of these holidays are available from the reception or you can ask the Students Coordinator.

(b) Classes start on a Monday (or on a Tuesday, if Monday is a public/bank or other holiday). You must take an entry test and attend an interview before starting your course. You should where possible complete the entry test and interview before the start date of your course. If you do not do both the entry test and interview before the start date of your course, you may miss part or the whole of your class on your first day.

(c) If you are a complete beginner, we may not have a suitable class for you when you arrive, in which case, you would be offered one of the following:

(i) an extension to your course of the number of days until the next beginner's course starts; or

(ii) if (i) is not possible, for any of the days you were unable to attend before starting the next beginner's course, your fees will be refunded (with no administration charge) at the end of your course; or

(iii) if neither (i) or (ii) are possible, your enrolment would be terminated and your fees refunded in full (with no administration charge).

(d) Low season EFL timetable: morning classes start at 09:00 and finish at 13:00, afternoon classes start at 14:00 and finish at 17:00. All classes have a 10-minute break. High season EFL timetable: morning classes start at 09:30 and finish at 17:00, activities for summer school start 14:00 and finish at 17:00. Please refer to our literature for Further Education timetable.

(e) Every attempt will be made to place you in a class at the time of your choice, but if that is not possible, you must attend a class at one of the other available times.

(f) We reserve the right to cancel any class for any reason and without any notice, in which case, you would be offered the following alternatives:

(i) another class (at the same level) at another time on the same day the class is cancelled; or

(ii) if (i) is not possible, an extension to your course of one extra day for each class that has been cancelled; or

(iii) if neither (i) or (ii) are possible, for any of the days your classes were cancelled, your fees will be refunded (with no administration charge) at the end of your course.



(g) The Academy reserves the right to change the teachers on any course at any time during the course for any reason and without any notice. We also reserve the right to transfer you to any existing or future premises.

## **8. EXAMINATIONS**

(a) In order to attend a higher level, you must successfully complete your current level. Your teacher throughout the term will advise you on your progress. If you fail to keep up with the course work, you will be asked to repeat your current level.

(b) When entering for external examinations, it is your responsibility to make sure all examination entries are completed and all examination entry fees are paid on the due dates.

## **9. REGULATIONS**

(a) Students are expected to behave well and comply with the regulations set out in the Student Handbook and any other regulations issued by us from time to time.

(b) Mobile phones must be turned off at all times during classes. You may be asked to leave a class or be excluded from the class if your mobile phone rings during a lesson. Students are not permitted to talk or text during lessons. Mobiles phones may be used in lessons with teacher approval, for example, to use a dictionary.

(c) Teachers have the right to ask you to leave a class if you behave inappropriately or improperly or if you break any of the Academy's regulations.

(d) Students must cooperate fully during fire drills at the Academy and follow the instructions given.

(e) If you do not comply with these provisions, your enrolment may be terminated, with no refund of your fees.

## **10. ATTENDANCE**

(a) If you arrive at the Academy later than the date your course is due to start, we will not extend your course and you may lose your place in your class and have to wait until another place becomes available. In addition, if you cannot provide a legitimate reason for your late arrival, we may terminate your enrolment with no refund of your fees.

(b) Please read carefully the Academy's Policy in Absenteeism and Attendance which is attached.

(c) If you wish to change the time of your class or move to another branch to study, the permission of the Academy's Director of Studies/ Students Coordinator will be required. If the class is full, you will not be able to change your time nor move to the other branch until a place becomes available, and you will be required to continue to attend your class.

(d) Courses will not be extended by absences, which are not authorised in writing by the Academy or, in the case of illness, certified by your doctor.

## **11. HOLIDAYS**

(a) Courses are automatically extended for school holidays. There is no reduction, refund in our fees or course extension where a course includes a bank/public holiday, teacher training day.



(b) If you would like to take a holiday during your course, you must inform the Reception staff at the Academy at least one week in advance, otherwise you will be considered absent. We will not extend your course for those holidays you take during your course which are agreed with us in advance.

(c) Unauthorised absences from the Academy cannot be converted to holidays.

## **12. CANCELLATIONS, REFUNDS FOR NON-VISA STUDENTS (INCL. EU) AND VISITOR-VISA STUDENTS.**

*Registration fee is non-refundable If you register for a course at Colchester Language Academy through an agency, then the contract you have is with your agent, and different terms and conditions may apply.*

(a) If you give the Academy written notice of the termination of your enrolment on the course 30 clear days or more before the start of the course, your fees will be refunded, subject to a £100 administration charge, including the registration fee.

(b) If you give the Academy written notice of the termination of your enrolment on the course between 14 and 30 clear days before the start of the course, then your fees will be refunded, subject to a £150 administration charge, including the registration fee.

(c) If you give the Academy written notice of the termination of your enrolment on the course less than 14 clear days before the start of the course or after the commencement of your course, your fees will not be refunded.

(d) Unless otherwise stated in these Terms and Conditions, if you do not attend any of the classes on your course, you will not be entitled to any refund of your fees.

(e) Once agreed by the Academy, refunds will be made in no longer than 1 calendar month, unless otherwise stated. Refunds can only be made by cheque payable to, or by credit transfer to the account/card of, the person who paid the fees (as per the Enrolment Form) and in no circumstances will be made in cash. We will not make any refunds to any other person.

(f) Refunds will not be made for failure to complete or attend a course (including if the course has ended before you attend).

(g) Fees will not be refunded for a course, which has already started, unless other arrangements have been made with the Academy.

(h) Refunds will not be made for missing lessons due sickness, personal circumstances or students' holidays.

(i) A minimum of 72 hours notice is required to postpone or cancel individual lessons. Otherwise fees still apply.

## **13. LEAVING REPORT/CERTIFICATE**

The Academy will only issue you with a leaving report/certificate if, in our opinion, you have maintained satisfactory attendance.

## **14. GENERAL**

(a) You may occasionally be photographed and these photographs may be used in the Academy's promotional / publicity material. The Academy reserves the right to all



photographs which may be used in any way the Academy considers appropriate in promoting itself.

(b) The Academy offers limited parking and shouldn't be use outside your class hours/ Bicycles can be left at car park bicycles rack at the owner's risk.

(c) No personal calls or messages can be taken at any time by the Academy on your behalf, other than in a real emergency.

(d) It is the policy of the Academy not to disclose any of your personal details to a third party, other than to the appropriate authorities, without your prior written consent.

## **15. WARRANTIES AND LIMITATION OF LIABILITY**

(a) We warrant that we will provide our services to you using all reasonable care and skill.

(b) Except in the case of death or personal injury caused by our negligence, and subject to paragraph 14(a) and to the extent permitted by law, we will not be liable to you by reason of any representation or any implied warranty or condition or any duty at common law or for any consequential loss or damage which relate to your enrolment on a course at the Academy.

(c) To the extent permitted by law, the aggregate of our liability in respect of any claim brought by you against us will in no circumstances be greater than the fees you have paid.

(d) We will not be liable to you by reason of any delay in performing, or any failure to perform, any of our obligations to you, if the delay or failure was due to any cause beyond our reasonable control, including the default of any other person, firm or company engaged by us or any acts of God, strikes, lockouts, fire and flood.

## **16. DATA PROTECTION**

(a) In accordance with the General Data Protection and Privacy Act 2018, you consent to the Academy holding and processing in any form and transferring to any immigration or other relevant authorities the data that is collected which relates to you during your enrolment on the course (including sensitive personal data), for the purposes of the Academy's administration and management of its business and for compliance with applicable procedures, laws and regulations. Any information you give to Colchester Language Academy is entirely confidential. We do not pass any personal data to third parties. You have the right to access this information, request changes and ask it to be destroyed.

## **17. ASSIGNMENTS AND WAIVER**

(a) You are not entitled to transfer, assign or sub-contract your rights and obligations under these Terms and Conditions to anybody else.

(b) The waiver or non-enforcement by the Academy of any breach by you of these Terms and Conditions will not prevent us from subsequently enforcing them against you and will not be deemed to be a waiver of any further breach.

## **18. PROPER LAW AND JURISDICTION**

(a) These Terms and Conditions, their subject matter and your enrolment on a course are



governed by and are to be interpreted in accordance with English law and you and the Academy irrevocably submit to the non-exclusive jurisdiction of the English Courts.

(b) These Terms and Conditions are not intended to and do not confer on any person other than you any enforceable rights, so that the Contracts (Rights of Third Parties) Act 1999 does not apply.

Please confirm that you understand the information provided by Colchester Language Academy in these Terms and Conditions and that you agree your personal data to be processed by CLA.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_