

CITY SCHOOL OF LANGUAGES

TERMS AND CONDITIONS

1. VISAS

If you obtained a UK visa with a City School of Languages visa letter you must:

- a) Start your classes on the agreed day. If for some reason this is not possible, it is essential that you inform us at the earliest possible date and let us know why.
- b) If you have not begun your course within ten working days of the agreed start date, we will inform the UKBA who will in turn, cancel your visa.
- c) If a student wishes to change their place of study, they must inform the educational provider they applied for the visa with and apply for a completely new visa.

2. ENROLMENT

Students must be 18 years old or over

To become a student of the City School of Languages you need to complete the following:

- a) Our application form in full with two passport photos.
- b) An indication of how long you wish to study and when you want to start.
- c) Payment of *at least* half of your full tuition fees / A letter from your sponsor stating that they will be financially responsible for you.
- d) An enrolment fee of £100 and a deposit of £150. The deposit will either be reimbursed or deducted from your fees when you start your classes.
- e) Payment of accommodation and pick-up service (if required)
- f) Copies of your passport and visa pages

3. TUITION FEES

- a) Payment of at least half of your full course fees must be received before the classes can start.

- b) If you are a sponsored student, a letter from your sponsor stating that they will be financially responsible for you must be provided during the application process. We must also receive your financial guarantee within the first two weeks of your course. If not, you will have to pay for your tuition fees yourself.
- c) All other fees due to the school (enrolment, deposit, accommodation, pick-up service) must be paid in full, prior to the commencement of the course.
- d) If instalment payments of tuition fees are not made on the due dates, the course will be terminated forthwith without any notice.
- e) If you are paying by cheque drawn on a UK account, please note that a minimum of 8 clear working days have to be allowed for clearance of cheques.
- f) Fees are not refundable or transferable to another student under any circumstances
- g) There is no reduction or refund in fees where a course includes a public holiday. Courses will not be extended if a student enrolls on a course that includes a public holiday.
- h) Tuition fees do not include travel, accommodation, airport transfer service, social programmes, external examination fees, personal and health insurance, bank charges or course materials (i.e. books, cassettes, photocopies, pens, pencils and paper).

4. BOOKING AND COURSE CHANGES

- a) City School of Languages reserves the right to refuse any requests to alter the course start date.
- b) Change of class is strictly subject to availability.
- c) Courses will not be extended due to any unauthorised absences and or uncertified illness.
- d) All class changes must be requested in writing and be approved by the Director of Studies. Class transfers cannot be made mid-week for the same level at the same time.
- e) You can only change class if there is a space in the class into which you want to transfer and the Director of Studies deems your level appropriate.
- f) If you fail to start your course on the commencement date or leave the course prior to the completion of the course, your name will be struck off the class register without any refund.
- g) City School of Languages reserves the right to introduce new courses, alter existing ones or postpone courses.

h) Students cannot attend other classes apart from those assigned to them.

5. CANCELLATIONS AND REFUNDS

a) If you want to cancel a course, unless due to visa refusal, (see 6 below) you must do so in writing and notice of cancellation must be sent to City School of Languages. You may cancel a course on the following conditions:

i) If you can cancel a course more than 15 working days before the original start date of your course, there is no penalty.

ii) If you cancel a course between 15 and 6 working days before the original start date of your course, there is a 50% penalty.

iii) If you cancel a course less than 6 working days before the original start date of your course, there is a 100% penalty.

Note that if you have a visa through us, we will have to inform the UKBA who will in turn, cancel your visa.

b) If you wish to cancel a course you must send a copy of your full passport as well as the original documents to the school.

c) No refund can be made after the course has commenced, regardless of whether you were in the country or not.

d) Fees are non-transferable to any other individual.

e) No refund can be made for travel expenses and airport transfer.

f) Fees are non-refundable in the case of late registration, abandonment or cancellation of a course, save where prescribed by this contract or by statute.

g) If you are dismissed for poor attendance or misconduct, no refund will be given.

h) Refunds will be less £100 for administration charges.

i) If you cancel less than 5 working days before your arrival date, and homestay has been arranged, you must pay for 1 week's accommodation plus the accommodation arrangement fee of £30.00 GBP.

6. VISA REFUSAL

a) No refund will be given under any circumstances if the immigration authorities of the Home Office refuse a visa due to the following reasons:

- i) Providing incorrect information to the School.
- ii) Providing incorrect information to the immigration authorities.
- iii) Working without a work permit.
- iv) An invalid change of status.
- v) Lack of genuine interest and commitment to the course.
- vi) Doubt about the students intention to follow the course and or to leave the UK at the end of studies

b) No refunds will be made if:

- i) You are asked to leave the country by the British Authorities.
- ii) The student visa is refused but you are granted another kind of visa, whether to enter or remain.
- iii) You apply for a visa in the UK when Home Office regulations state that you need to apply in your own country.
- c) If the visa refusal is for other reasons, a refund less £100 for administration charges will be made, provided the school is notified in writing and the original documents issued by the school and immigration authorities are received through registered post by the school within 14 days of any such refusal.
- d) If your visa refusal is for other reasons, you must inform of your visa refusal at least 5 working days before your course is due to start. If you notify us later, we reserve the right to charge you in line with our normal cancellation terms.
- e) The original start date shall be considered as the start date of the visa refusal refund application.
- f) Refunds may take up to 28 days to process.
- g) Refunds can only be made in the name of the student, regardless of who paid for the course.
- h) Refunds will only be made by cheque, drawn on our UK account and paid in GBP sterling or by bank transfer to the same account from which payment was originally received, using the same method as you paid. Any bank charges must be paid by you.
- i) If you cancel less than 5 working days before your arrival date, and homestay has been arranged, you must pay for 1 week's accommodation plus the accommodation arrangement fee of £30.00 GBP, even if

your cancellation is caused by a visa refusal. Please note that it is your responsibility to apply for your visa in good time.

The conditions in Sections 3, 4 and 5 above apply in all circumstances except a visa refusal (see Section 5b). We therefore strongly recommend that you take out insurance in case you are unable to start or finish your course for reasons outside your control, such as illness. Contact us for further information.

7. TIER 4 STUDENTS

- a) If a student fails to enrol on the CSL course, CSL will report their details to the UK Border Agency no more than 10 working days after the end of their prescribed enrolment period.
- b) If a student ceases to attend CSL, either because the School has withdrawn them from the course or because they have told the School that they are leaving, CSL will report to the UK Border agency no more than 10 working days after this is confirmed.
- c) If a student defers their studies after they have arrived in the United Kingdom, their permission to be in the United Kingdom will no longer be valid because they will not be actively studying. CSL will need to tell the UKBA of the deferral and advise the student to leave the United Kingdom. When the student is ready to continue their studies, they will need to make a new visa application.
- d) Unauthorised student absences without our reasonably granted permission will be reported to the UKBA. If a student has missed 10 expected contacts, which will normally be where the student has missed 2 weeks of a course without our reasonably granted permission, CSL will notify the UKBA within 10 working days of the 10th day of absence.

8. CLASSES AND LANGUAGE LEVEL.

- a) It is your responsibility to check the level of English you need for the course you wish to take. Please see our website for further details of levels at City School of Languages.
- b) You must take the online City School of Languages placement test before you leave home.
- c) You must take full responsibility for any incorrect information sent to us regarding your language level before your course starts. This includes receiving help from others when taking our placement test.
- d) City School of Languages reserves the right to move you to a more suitable course or to refuse you admission to the school if information sent to us by you or by others regarding your level is incorrect and means you are not able or suitable to follow your original choice of course. If City School of Languages moves you to a more expensive course as a result, you will have to pay the difference. If we move you to a cheaper course, you will not receive any refund.

e) City School of Languages reserves the right to place students in an appropriate level if the placement tests taken show that this is necessary or if it is deemed necessary by the course tutor. There will be no refunds in such instances.

f) City School of Languages reserves the right to change teacher, class time and/or combine classes if necessary or transfer a student from one class to another.

9. ATTENDANCE

a) You are expected to attend all your classes. Any absence should normally only be for illness or authorised holiday.

b) It is your responsibility to inform the school of illness or other reasons for absence.

c) All students are required to have at least 80% attendance every week. You will be asked to leave a course if your attendance falls below the required 80% attendance record. City School of Languages reserves the right to remove the names of any students from the register if they fail to meet these requirements.

d) If you are absent from a lesson without authorised holidays or a medical certificate, you may be removed from your class register. If your return within 4 weeks of the 1st date of absence, you will be allowed back to the class, subject to availability and at the discretion of the school. No extensions or refunds will be made.

e) Students who are absent for over 4 weeks (excluding certified illness or holidays) will be struck off the class register.

f) You are encouraged to keep good time. Late arrival at the start of the class or return from breaks is disruptive to the class as a whole. Students who arrive 15 minutes late will have to wait until after the break to go into class.

g) If you arrive more than 10 minutes late after the break, you will be excluded from class on that day.

h) No extensions or refunds will be given for the exclusion from the class due to late arrival.

i) City School of Languages will issue you with a school leaving certificate only if satisfactory attendance has been maintained (except under exceptional circumstances).

j) If the student obtained a Tier 4 student visa through us and does not return to school or inform us of his whereabouts within ten working days, we are required to inform the UKBA who will in turn, cancel his visa. No extensions or refunds will be made in these circumstances.

10. STUDENT RECORDS

a) By enrolling at CSL, you have agreed that the school can keep your records on its computerised and paper-based systems. This includes seeing and making a copy, on your first day, of your passport, which City School of Languages is required to keep in order to fulfil our obligations to you and, in some cases, to the British authorities.

b) Should your circumstances change, it is your responsibility to keep us informed of all changes, in particular:

i) Changes of address in the UK as well as your home country.

ii) Changes to emergency telephone numbers and contact names.

iii) Change of e-mail address.

11. HOLIDAYS

a) All students must book their holiday *at least* 1 week in advance.

b) Students who have paid for less than 8 weeks are NOT entitled to any authorised holidays. Holidays can be changed and / or cancelled.

c) Courses will not be extended if the student takes his / her holiday entitlement.

d) The maximum authorised holidays are: 8-12 weeks of study: 1 week; 13-23 weeks of study: 2 weeks; 24-35 weeks of study: 4 weeks; 36+ weeks of study: 6 weeks.

12. ACCOMMODATION

a) An accommodation finding fee of £30.00 applies for each search.

b) The accommodation arrangement fee is non-refundable and non-transferable to any other student or individual. This includes cancellations caused by visa refusals.

c) A minimum of 4 weeks' notice is needed in order to arrange appropriate accommodation.

d) Homestay accommodation is only available while you are taking a course at City School of Languages, including any time necessary to take an exam connected with your course.

e) Homestay accommodation is booked from the day before your course starts to the day after it ends. Homestay bookings therefore normally begin on a Sunday and end on a Saturday. If you want to arrive earlier, or leave later, we will try to arrange this but we may have to offer an alternative such as a

different homestay or a hotel for the extra nights. All charges associated with extra nights are your responsibility and must be paid in full.

f) Payments for homestay accommodation should be paid directly to City School of Languages once you have arrived in the UK, and not to the host family under any circumstances.

g) Once the accommodation booking has started, there is no refund if it is cancelled by you.

h) If you want to change the starting date of your accommodation, at least 4 weeks' notice must be given to the school in writing.

i) You should contact the school 5 working days before your arrival to confirm your accommodation. Failure to do so will result in the accommodation being cancelled. The school will not be held responsible in any such case.

j) There is no guarantee that the accommodation arranged will be within walking distance from the school, although all accommodation is in the surrounding area of the school and no further than 30 minutes from the town centre by bus. Easy access by bus is always available.

k) You are liable for any damage you cause to your host family's or landlord's property.

l) If you are staying with a host family, you are expected to respect and abide by the host family's reasonable schedule and house rules. Failure to do so may result in you being expelled from the accommodation.

m) If you are expelled from your accommodation, no refund will be given.

n) It is your responsibility to inform City School of Languages of your arrival details. If incorrect details are supplied, the school will not refund charges should you not be met.

o) If you cancel less than 5 working days before your arrival date, and homestay has been arranged, you must pay for 1 week's accommodation plus the accommodation arrangement fee of £30.00 GBP, even if your cancellation is caused by a visa refusal. Please note that it is your responsibility to apply for your visa in good time.

13. TRAVEL

You should contact the school 5 working days before your arrival to confirm your airport transfer service. Failure to do so will result in the airport transfer service being cancelled. The school will not be held responsible in any such case.

14. DISCIPLINE

- a) Whilst on the school premises, you are required to follow all of the school rules and regulations. In the case of flagrant misconduct or a proven criminal offence we reserve the right to expel any student, having given due notice. In the event of such expulsion, no refund of fees will be made.
- b) All students are expected to behave in an orderly manner. Willful damage to the school's property or injury to personnel is considered to be gross misconduct. Students will be held personally responsible for rectifying any willful damage to the school's property or injury to personnel in the case of such misconduct.
- c) No personal calls, messages, postage and or faxes can be taken at any time by the school on behalf of its students, other than in a real emergency.
- d) It is not the responsibility of the school to provide parking or storage for the students. This includes bicycles, which should be parked outside the school at the owner's own risk.
- e) Smoking is strictly forbidden inside the school building.
- f) No food or drink may be consumed in the classrooms.
- g) You must keep the school tidy. Throwing chewing gum is strictly forbidden.
- h) You must not eat or drink in the computer area or classrooms.
- i) You must have the correct course book to follow the class. You will not be allowed to attend lessons if you do not have the correct course book. Courses will not be extended for any days you miss due to not having a course book. Course books are included in the £100 enrolment fee.
- j) You are required to cooperate with your teachers; failure to do so may result in your being struck off the register.
- k) All mobile phones must be switched off during lessons, and must not be used within the school's premises in the class.
- l) Students must co-operate with their teachers; failure to do so may result in the student being struck off the register.

14. LIABILITY

- a) You are advised that the school, its employees and its representatives accept no liability for personal injury and / or loss of damage to personal property on the school's premises, whether by fire, burglary, theft or otherwise. This condition also applies to public and private places when you are on school trips, excursions or activities offered as part of our social programme.

b) We therefore strongly recommend that you take out appropriate insurance to cover personal injury and/or loss of damage to personal property on the school's premises and elsewhere, whether by fire, burglary, theft or otherwise. Contact us for further information.

c) The school is not responsible for the safe keeping or delivery of any fax, post etc send to the students at the School's addresses. Nor is the school responsible for the safekeeping of exam results or certificates.

16. DISCLAIMER

a) It should be noted that City School of languages has made every effort to ensure the accuracy of all printed material. At the time of going to press all information was correct.

b) Our brochure, website and marketing material are provided for all illustration purposes only and do not form or constitute any contractual term between the school and any other person.

17. GENERAL

a) Students may from time to time be photographed or recorded, the photographs or recordings of which may be used in the school's promotional / publicity material. The school reserves the right to all photographs which may be used in any way the school sees appropriate in promoting itself. The copyright to all photographs shall belong to the school.

b) If the school asks to take any photographs or recordings of you and you agree, you will be asked to sign a release form requesting consent for us to reproduce these photograph or recordings for promotional / publicity purposes. You may refuse to sign this release form, in which case you will not be asked to appear in any such photographs or recordings.

c) Due to the Data Protection Act, the school cannot divulge any personal details of students to a third party or any representative other than to the appropriate authorities, without the student's prior written consent.

d) If a student wants to appoint a representative, a power of attorney is required, along with proof of the student's identity and signature. This may take the form of a passport or driving licence.

e) The school will not be held responsible if you or your representative signs these Terms and Conditions without reading them or asking for assistance.

f) City School of Languages will not be held responsible for any post that is lost or delayed.

g) In all cases, the decision of the Principal will be final and binding on all students and teachers.

h) You should not bring any children on to the school premises under any circumstances.

i) Computers are for the use of our current students only.

j) You should not bring your friends on to the school premises.

k) It is your responsibility to inform the school in writing about any health problems or disabilities.