



Language in Action Ltd Individual Summer Student Terms and Conditions

Definitions

In these terms and conditions, the following terms have the following meanings (and references to the singular include the plural and vice-versa):

Booking Agreement: The agreement between you and the Supplier School arising from the Supplier School sending you a Booking Confirmation following receipt by the Supplier School of your completed Application Form.

Application Form: The Supplier School's form(s) (downloadable from the Website) which must be completed and sent to the Supplier School to apply for a place on one or more Courses.

Booking Confirmation: Confirmation from the Supplier School of the Supplier School's acceptance of your Application Form.

Course: The course(s) of study you apply for in your Application Form.

Departure Date: The date on which your Course ends.

Language in Action Ltd . Company number .9044105 Registered Address: Ground Floor, 13 Charles II Street, London, SW1Y 4QU.

Price Lists: The Supplier School's document or documents entitled 'Price List' which can be read at and is or are downloadable from the Website.

Relevant Account: The Supplier School's bank account.

Start Date: The first day of the Course for which you are applying.

Supplier School: The Language in Action Centre in the location where you wish to study, as identified in the relevant Price List or Price Lists.

Website: The Website at www.languageinactionltd.co.uk

You/Your: The applicant for a Course at the Supplier School.

2. Accommodation

The Supplier School will advise you on a variety of accommodation options. You must book accommodation for the Start Date until the day before your Departure Date. Accommodation arrangements are your responsibility unless you request the necessary accommodation to be provided by the Supplier School in the Application Form and the Supplier School agrees to your request.

3. Agreement

The Booking Agreement will be legally binding between you and the Supplier School when the Supplier School has received a completed Application Form from you, and has accepted it by sending you a Booking Confirmation. The Booking Agreement includes the Price Lists, the Application Form, the Booking Confirmation and these terms and conditions. The laws of the place where the Supplier School is located govern the Booking Agreement. Any dispute or claim arising out of or in connection with the Booking Agreement or its validity or its subject matter or formation is governed by and interpreted in accordance with those laws.

4. Cancellations

You may cancel the Booking Agreement only if you send written notice of cancellation to the Supplier School, which the Supplier School must receive not less than 14 days before the Start Date. If you cancel the Booking Agreement not less than 14 days before the Start Date, any fees you have paid will be refunded except for registration fees and one week's tuition and (where applicable) accommodation fees (all such fees being specified in the relevant Price List). If you cancel the Booking Agreement less than 14 days before the Start Date, any refunds will be entirely at the Supplier School's discretion. A full refund of all fees paid (less delivery charges) will be made in the

event of visa refusal only if you send written notice to the Supplier School and documentary evidence of such refusal. If a Course is terminated after the Start Date, or if you are not present on the Start Date at the premises where the Course is to be held, without having previously cancelled your Course, no refunds will be given on tuition or accommodation.

5. Changes and Amendments

When you have started a Course, no changes may be made to it without the written agreement of the Supplier School. If the Supplier School approves a change, you must pay the additional charges, specified in the relevant Price List. No change can be made until full payment of the additional charges has been received by the Supplier School.

6. Compliance Conduct

You must comply with the laws and customs of the Supplier School's location. You must comply with the Supplier School's standards of conduct and policies posted on the Website. You are expected to behave in a courteous manner and to respect fellow students and staff at the Supplier School. You will be advised of School rules, regulations and policies by the Supplier School, which you may also find on the Website. You must comply with all such rules, regulations and policies. The Supplier School may withhold Courses and accommodation from you if you fail to meet such standards and may terminate your Course (or any part of it) without refund.

7. Courses

Start Dates are set out in the relevant Price List. The Supplier School may cancel a Course if it considers, in its sole discretion, that there are not enough students for the Course, or provide you with an alternative Course which the Supplier School, in its sole discretion, considers suitable. The Supplier School may change the premises referred to in the Booking Agreement, where classes are to take place, to alternative premises of a similar standard.

8. Competency Levels

Courses are normally offered at five levels of language learning: Elementary/ Pre-intermediate/Intermediate/Upper Intermediate and Advanced. Other teaching levels may be available by arrangement.

9. Certification & Attendance

You must attend a minimum of 80% of the lessons scheduled for the Course in order to receive a certificate of attendance at the end of the Course. Students whose attendance falls below this level may be asked to leave the Course. Students who require visas who fall below the required attendance level will be reported to the appropriate government immigration authority.

10. Data Protection

You must sign a consent form prior to the Start Date. If you are under 16 years of age, a parent or your legal guardian must sign the consent form. The consent form is downloadable from the Website. You must also read and ensure that you fully understand the privacy policy which can be found on the Website (or, if you are under 16 years of age, a parent or legal guardian must read and ensure that he or she fully understands the privacy policy).

11. Descriptions

The Supplier School believes that all statements made in promotional material are factual and correct. Every reasonable effort has been made to ensure such accuracy. The Supplier School will not take responsibility for any changes that become known after promotional material is produced. The Supplier School will advise you of any material changes which become known to it before the Start Date.

12. Entrance Test

Where a course requires a minimum competency level, you will be required to complete and submit a test approved by the Supplier School. Failure to do so may result in you being unable to take the Course.

13. Expulsion

The Supplier School may expel you from the Course and/or any premises of the Supplier School without refund if: you provide false information in your Application Form, in correspondence or in dealings with the Supplier School, or if you commit a criminal offence, fail to attend the Course to the Supplier School's satisfaction, or are guilty of disorderly, drunken, aggressive or threatening behaviour or any other action which could bring the Supplier School into disrepute. In such case, immigration and other authorities will be informed where appropriate.

14. Health

You must be in good physical and mental health at the Start Date. The Supplier School may require you to leave the Course at your own expense if you fail to declare any material matters relating to your health on the Application Form. You are responsible for all costs of medical and dental treatment.

15. Immigration Regulations

You must ensure that you fully understand immigration regulations in the Supplier School's location. It is your responsibility to ensure that you comply with any such regulations and the Supplier School will not refund any fees paid if you are refused entry into the Supplier School's location by immigration authorities.

16. Insurance and Limitation of Liability

You must arrange suitable insurance in respect of travel and medical risks and may be required to provide evidence to the Supplier School of adequate insurance at least seven days before the Start Date or at any time during your Course.

It is your responsibility to satisfy yourself that your insurance is adequate to meet your individual needs. This also applies to students who are supplied insurance whether paid or unpaid as a consequence of booking a Course.

Students are responsible for their own personal belongings. The Supplier School is not responsible for stolen, lost or damaged items belonging to students. The Supplier School is not liable to you for any injury, death, costs related to medical or dental treatment, or costs related to repatriation or for any other losses, damages (whether direct or indirect), compensation, costs or expenses unless the Supplier School is negligent.

The Supplier School is not liable to you for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by you which is, or are incomplete, incorrect or inaccurate. Where the Supplier School incurs costs because of incomplete, incorrect or inaccurate information, you are liable for those extra costs.

Nothing in any agreement you have with the Supplier School affects any liability for death or personal injury caused by the Supplier School's negligence or for fraudulent misrepresentation, or your statutory rights as a consumer.

17. Lesson Times

Indicative lesson times are set out in the Price Lists. The Supplier School may change such lesson times at its sole discretion.

18. Matters Beyond Language in Action Centres' Control

The Supplier School will endeavour to provide you with the Course and service you book. However, the Supplier School does not take responsibility for disruptions to the Course or arrangements associated with it resulting from any event out of the Supplier School's control, such as (but not limited to) act of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or action taken by a government or public authority (including failing to grant a necessary licence or consent), compliance with government actions, collapse of buildings, fire, explosion or accident, labour or trade dispute, strikes, industrial action or lockouts, non-performance by any sub-contractors of the Supplier School or by any third party, or interruption or failure of a utility service. Refunds in respect of the disruption or shortening of the Course or the period of your stay in the Supplier School's location will not be made in such circumstances.

19. Payment

Full payment is due and payable not less than fourteen (14) days before your Start Date. You will not be allowed to begin your Course if payment is not made by that time. Payment may be made by bank transfer, credit or debit card or in person to the Relevant Account. Additional charges may apply depending on the choice of payment type and such charges are set out in the Price Lists.

20. Photography, Filming & Sound Recording

During the course of your stay, the Supplier School may arrange to record, photograph or shoot video footage for its promotional purposes only, both printed and online, without requiring further approval from you. Any student, or parent or legal guardian of a student under the age of 18 years, who does not wish to participate must state this on their Application Form and the same student must state at the time of the recording, photographing or video shooting the wish not to participate.

21. Prices

Prices are stated on the Price Lists and are valid from January to December for the year stated. The price of a Course is the price according to the relevant Price List for the year in which the Course is to take place. The prices for any year are available in the September of the previous year. Irrespective of when a Booking is made the price for a Course will be that charged according to the relevant Price List for the year in which the Course is held. If a Course continues from one calendar year into the next calendar year, then the price for that part of the Course which takes place in the earlier calendar year will be that according to the relevant Price List for that earlier year and the price for that part of the Course which takes place in the subsequent calendar year will be that according to the relevant Price List for that subsequent year. A Supplier School may increase the prices at any time to take account of any governmental regulations, tax increases, exchange rate variations or other events which increase the Supplier School's costs.

22. School Closures

National holidays and school closure dates may vary according to location and are detailed in the relevant Price List. No additional lessons will be provided and there will be no reductions to prices in respect of closures on such dates except where Private Tuition has been booked.

23. Travel & Transfers

Course fees do not include flights or other transport to the Supplier School, except where specified. You must make your own travel arrangements. The Supplier School may offer a transfer from your airport of arrival to your accommodation ("Transfer") subject to the payment of additional charges. If a Transfer is available, you must request the Transfer in your Application Form and provide the Supplier School with full details of the relevant flight and arrival time at least 21 days before your Start Date. All costs incurred by the Supplier School because of incorrect, delayed or inadequate information provided by you or your delayed arrival at your airport will be charged to you.

24. Visas

Depending upon the location of the Supplier School, you may require a visa to study in such location. The Supplier School will assist you in connection with your initial application for a visa but in all other respects it is your responsibility to apply for and obtain a visa where necessary