

TERMS AND CONDITIONS

Terms and conditions of enrolment at ELC for students that book directly with us

1. In registering with us, you accept our terms and conditions of enrolment.
2. A course is defined as the whole period of booking (and may include a combination of different types eg General English, IELTS etc).
3. We require a deposit of GBP250 in order to reserve a place on a course. The balance of fees is then due 21 days before the start of the course. If a student books a course less than 21 days before the start of the course, total fees are payable immediately. In the case of visa students, we require full fees before processing and confirming an application.
4. Online applications - Once we have received your order requesting to enrol on a course, we will normally confirm the booking within 24 hours of receipt of your order (within our office hours Monday to Friday UK time), provided we have received payment as requested and subject to availability. We strongly advise you to wait for our confirmation of successful booking before making travel arrangements.

Insurance

5. You are required to be covered by an insurance policy throughout your stay with us. This insurance should cover cancellation and curtailment, course fees, medical expenses, personal belongings cover, money, personal liability and personal injury. We are not responsible for any problems arising from lack of appropriate insurance on your part.

Cancellation and refund policy

6. Terms given for cancellation periods are based on the school's normal working hours Monday to Friday. If a cancellation request is received outside our normal office hours, the notice period will be counted from the next working day. We will endeavour to pay any refunds as quickly as possible. In any case we will refund within 90 days of receiving the full bank account details. Refunds are normally made via the original method of payment.
7. Cancellation before arrival. We must receive cancellation in writing by email at least 14 days before the start of the course. In the case that 14 days or more notice of cancellation is given, any tuition fees paid will be refunded less the deposit of £250. Refunds will be made via the same method as payment was made. In the case that less than 14 days' notice of cancellation is given, any tuition fees paid will be refunded less the deposit of £250 and 1 week's tuition fees. Insurance booked through ELC is non-refundable in any circumstances.
8. Cancellation after arrival. Acceptance of an enrolment is made on the understanding that the student will remain for the duration of the course booked for the hours of study booked. Tuition, registration and insurance fees are non-refundable once you have started the course. Group-course tuition fees for cancelled weeks cannot be converted to equivalent 1:1 lessons. Course duration cannot be extended by reducing the number of hours per week studied. Tuition, registration and insurance fees are non-transferable. Study Year Programme inclusive exam and airport transfer have no monetary value – there is no refund if you do not use these offers; the exam must be booked by us during your course in the UK.
9. For bookings made 'at distance' (eg via our website, by telephone, by email), you have the right to cancel with a full refund of monies paid, without giving a reason, within 14 days (the Cancellation Period) of our confirmation. We must receive your cancellation in writing by post or email within the Cancellation Period. We will not start providing services to you during the Cancellation Period unless you request us to do so in writing. We will refund fees paid within 14 days of the date we receive confirmation from you that you wish to cancel. However, in the case that you have confirmed in writing that you wish us to start providing services within the Cancellation Period, we can charge a reasonable sum for the services based on the proportion of the course undertaken and deduct this from any refund payable.
10. Tuition, registration and insurance fees are non-refundable in the case of late- or non-arrival for the course.
11. If you miss a lesson, regardless of the reason, we cannot give a refund or allow you to take the lesson at another time.
12. Homestay cancellation. In the case that fewer than 7 days' notice of cancellation of a homestay booking is given, a compensation fee of 100% of the weekly homestay rate will be charged and paid to the homestay. If accommodation costs have been paid to us, these will be refunded so long as adequate notice has been given, less any irrecoverable expenses (eg homestay compensation). Refunds will only be made for full calendar weeks.
13. Residences and student houses: A minimum 4 weeks' notice in writing must be given to cancel or curtail a booking in the residence. Refunds will only be made for full calendar weeks.
14. Hotels: the hotel's cancellation terms apply. There is usually a no refund for non-arrival or early departure.

Visas

15. Visas: in the case that fees have been paid prior to a visa application which is then refused, those fees will be refunded less any irrecoverable expenses (ie host family compensation, courier letter fees, insurance, exam fees). We will need to see a copy of the visa refusal letter in order to provide any refund. In the case of visa refusal, we will refund within 28 days of receiving the full bank account details. Refunds are normally made via the original method of payment.
16. It is your responsibility to ensure that you have the correct visa type and appropriate leave to remain in the UK. In the case that we find you do not have appropriate leave to remain, we will terminate your course immediately. In this case tuition and registration fees are non-refundable.

Liability and force majeure

17. We are not liable for:
- a. loss of tuition or other related services due to factors outside our control such as acts, events, omission or accidents beyond our reasonable control or the reasonable control of our suppliers, including without limitation war, threat of war, riots, civil disturbances, actual or threatened terrorist activity and its consequences, industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, flood, and any other similar events. In the event of an outbreak of 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.
 - b. for loss of students' property
- No compensation, costs or expenses will be paid by us in these circumstances. Nothing in these terms limits or excludes the liability of either party for death or personal injury resulting from negligence.

Conduct & behaviour

18. We reserve the right to refuse an enrolment, or in the case of unsatisfactory attendance, work or conduct, to dismiss you from a course without refund of tuition fees. If you cause damage in the school, in accommodation or a social activity organised by the school, you are responsible for paying all repair costs.
19. We are not liable for any loss, damage, illness or injury to persons or property, however caused, except where statutory liability applies.
20. On completion of your course you will receive a certificate of attendance if you have met the attendance requirements of 80% or more.

Promotional materials

21. From time-to-time we may take photographs or videos for use in our promotional materials or for marketing purposes. We will ask for your consent in writing at the time to use such images.

Applicants with disabilities or special educational needs

22. If you have any physical disability or special educational needs (eg dyslexia), we request that you advise us prior to booking a course so that we can advise you as to the suitability of the course and any reasonable additional support that we may be able to offer. Please see the Policy on admission for students with disabilities or special education needs.

Students aged under 18

23. In the UK, students under the age of 18 are children in British law. In the case of all students under 18, the parent(s) / guardian(s) and student will be required to sign the Application Form that acknowledges acceptance of the school's terms and conditions and to complete a Parental Agreement form. This form explains some of the legal restrictions that apply to under-18s (in particular with relation to alcohol and tobacco) and some of the school's rules that apply for us to accept a student aged under 18.

Students aged 16 and 17 booked on adult courses

24. All courses in our brochure or on our website are aimed at adults except Summer Course for Teenagers in Chester and some closed groups. We do accept students aged 16 or 17 on some adult courses (see brochure or course information on our website for details). Point 23 above still applies for 16 and 17 year olds on adult courses.

Your course

25. Some courses may not run as advertised if there are not enough students on the course. We reserve the right to offer an alternative option to students in this case, for example a reduced number of lessons for all or part of the course. See course information on our website for details.
26. In extreme and very rare circumstances, the stated maximum class size might be exceeded. If this does happen, it will be only by one person and for a very limited period.
27. Where there is only 1 person booked on a particular group course, we reserve the right to offer the cost-equivalent number of private lessons instead.
28. If your English level is not suitable for the course you have booked, we reserve the right to move you onto a different course or to refuse you admission to the school. We may also offer you a cost-equivalent number of private lessons instead.
29. It may be possible to take a holiday during your course. You should normally give us at least 4 weeks' notice. You can only book holiday in complete weeks of consecutive days Monday to Friday. Provided you give us notice, we will transfer the 'missed' weeks of tuition to the end of your course. For students with a visa, if you cannot complete the course within the visa dates because you took holiday, there is no refund of 'missed' weeks of tuition.

Homestay accommodation

30. In locating and arranging homestay accommodation, we act as an agent introducing course participants to host(s).
31. We can only arrange homestay for students who are studying with us and for the same duration as the course booked. In the case of students requiring a visa, we can only confirm homestay details, once we have confirmation that the visa application has been successful.

32. Homestay accommodation is usually booked and charged in units of 1 calendar week with arrival on the Sunday before the course starts and departure on the Saturday or Sunday after the course ends. You should plan to arrive at your homestay at a reasonable time, usually no earlier than 08.00 and no later than 23.00. If you arrive outside these times, there may be a supplement or you may have to make alternative arrangements for 1 night. Half-board homestay includes breakfast and dinner every day including weekends (and lunches at weekends in Eastbourne only). There is a supplement for special diets including vegan, gluten-free and lactose-free - see pricelist for details. Bed & breakfast homestay does not mean that you will have access to a kitchen to prepare your own food.
33. Unless otherwise requested, you will be the only student with your native language staying in the homestay.
34. Twin homestay is normally only available for two students travelling together.
35. Unaccompanied students aged under 18 must choose homestay accommodation (single) with minimum half-board if aged 16 and 17 and full-board if aged under 16. In summer in Eastbourne or in Chester on the Summer Course for Teenagers, unless otherwise requested, and subject to availability, we will normally place a student aged under 18 in a twin room with another student of the same gender and a similar age but different first language.
36. We take our responsibility for the care and safety of all our students very seriously, especially students aged under 18. Therefore, we will ensure that in the case of unaccompanied students aged under 18:
 - We only provide homestay accommodation. The student is treated as part of the hosts' family and they eat together every evening. There will always be a responsible adult at home overnight.
 - Depending on the age and course there are different rules for the time that a student must arrive at their homestay in the evening (see course details). Our homestays have been asked to contact the school if this rule is broken.
 - The student must provide written permission from their parents 1 week beforehand should they wish to stay out overnight or go on an overnight trip. Any overnight stay away from homestay must be approved by the school's safeguarding team in writing.
 - We require the parents and student to sign a "Parental Agreement".
 - The school will inform the parents in the case that the student is not abiding by the agreed terms of the Parental Agreement.

Residence and student house accommodation

37. You must be aged 18 or over on the day of arrival to stay in a residence or student house.
38. In locating and arranging residential or student house accommodation not owned by the school, we act as an agent introducing course participants to host(s).
39. Double/twin room is only available for 2 people travelling together.
40. This accommodation is only available for bookings of complete weeks (with arrival normally on Sunday) and is charged in units of 1 week. Minimum stays are normally 2 weeks.
41. If you take a holiday during your stay and are away, you will still be charged the full rate for the period of absence.
42. Payments must be made to the school. Full fees must be paid in advance at the time of booking in order to reserve the room for the requested period of time. No student house or residence accommodation will be booked until full fees have been paid.
43. We cannot postpone bookings for the residence or student house if you inform us 28 or fewer days before the arrival date. You are still liable for the fees of your original accommodation booking, if you give us 28 days or fewer notice.
44. If you lose your key, you will be charged extra to cover the cost of replacement.
45. For operational reasons, we reserve the right to move you to a different room or residence if necessary in exceptional circumstances.

Other

46. The minimum age for attendance at the school on our advertised courses is 16, except for the Summer Course for Teenagers in Chester where the minimum age is 13. In the case of business, 50+ and teachers courses where the specified minimum age is higher, we reserve the right to accept students who are slightly younger than the advertised minimum age provided they meet the other requirements of such courses. In the case of General English, Summer Vacation and examination courses, we reserve the right to accept students who are 15, and 12 for the Summer Course for Teenagers, where they come as part of a group with a leader who will take responsibility for their welfare outside lessons. In such cases we will take additional child protection and safeguarding measures. Applications from students outside the published age limits are treated on a case by case basis.
47. The Summer Vacation Course in Brighton takes place at our summer centre – ELC Loxdale. The Summer Course for Teenagers in Chester takes place at The Queens' School. All other courses take place in the schools' main buildings. On occasion we may use additional premises located near the main schools.
48. These Terms & Conditions were correct at the time of going to print. However, we reserve the right to make changes to our terms without prior notice. Please check our website for the most up-to-date version of our terms: www.elc-schools.com/policies/terms/