

1. REGISTRATION

- (a) You must be at least 16 years old on or before your course is due to start, and hold a valid passport and/or visa.
- (b) 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. No enrolment confirmation will be issued unless full payment for the course fee is received.
- (c) 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.
- (d) 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.
- (e) The Academy may allow up to 3 months for postponement (one term) if there is a valid reason for the postponement. We will consider all postponement requests on a case-by-case basis. In the event of a cancellation request we will always look at the original starting date.

2. TUITION FEES

- (a) The Academy's current fees for its courses are set out on the Enrolment Form, and must be paid in full before the start of your course. In the case of Student Visa Applications, a non-refundable deposit may be paid in accordance with section 13(b).
- (b) The tuition fees include a letter confirming your registration at the Academy, your tuition, audio-visual material, handouts and your leaving report/certificate from the Academy but do not include travel, accommodation, all other living expenses, writing equipment, external examination fees, health/property or other insurance, bank charges or international money transfers, books, excursions or social programmes, documents issued after arrival beginning of the course.

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 £75 pounds is non-refundable.
- (b) Once the accommodation is confirmed, all changes and cancellations must be made with at least 30 days of notice.
- (c) There will be a two week charge for changes with less than 30 day notice.
- (d) There will be no refunds for cancellations with less than 30 day notice.
- (e) Two weeks accommodation fees are non refundable for cancellations with more than 30 day notice.

5. AIRPORT TRANSFERS

- (a) Airport transfer charges are non-transferable, non-refundable.
- (b) A maximum 30 minute waiting time is included in the airport transfer charge. Additional waiting time is chargeable at £15 per hour. Waiting time charges commence 30 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 coursebook(s) no matter how long your course lasts, unless the relevant coursebook is to be changed within one week of your course starting.
- (b) Teachers will not allow students into class without the course book. 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.
- (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 12-15, skills classes start at 12-30 and finish at 13-30 afternoon classes start at 13-45 and finish at 17-00. All classes have a 15-minute break. High season EFL timetable: morning classes start at 08-30 and finish at 11-45, noon classes start 11-45 and finish at 15-00, and afternoon classes start at 15-00 and finish at 18-00. All classes have a 15-minute break. 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.

(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**.

(c) If you wish to change the time of your class, the permission of the Academy's Director of Studies/ Assistant Director of Studies will be required. If the class is full, you will not be able to change your time 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. LEAVING REPORT/CERTIFICATE

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

13A. CANCELLATIONS, REFUNDS FOR NON-VISA STUDENTS (INCL. EU)

Registration fee is non-refundable

If you register for a course at Edgware 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.
- (h) Refunds will not be made under internationally recognised Force Majeure conditions, inclusive of and not exclusive to, any legal prohibition on the Academy's ability to conduct education, including passing of a statute, decree, regulation or order by a Component Authority, such as the United Kingdom Home office, (prohibiting the Academy from sponsoring student visas), other than as a result of the Academy's failure to comply with the law or any order, Consent, rule, regulation or other legislative or judicial instrument passed by a Component Authority .
- (i) 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.
- (j) Refunds will not be made for failure to complete or attend a course (including if the course has ended before you attend).
- (j) Fees will not be refunded for a course, which has already started, unless other arrangements have been made with the Academy.

13B. CANCELLATIONS, REFUNDS VISITOR-VISA STUDENTS.

If you register for a course at Edgware Academy through an agency, then the contract you have is with your agent, and different terms and conditions may apply.

Registration fee is non-refundable.

- (a) The registration fee for Visitor Visa students (up to 6 months of studies) is £250
- (b) The registration fee for Extended Visitor Visa students (between 6 and 11 months of studies) is £450.
- (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) If you give the Academy written notice of the termination of your enrolment on the course 15 or more clear days before the start of the course, then your fees will be refunded, except for the registration fee.
- (e) 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.
- (f) We will not refund your fees if your visa is denied or terminated due to one or more of the following reasons:
 - (i) inadequate attendance on the course (or any other courses previously attended at other colleges or schools) or your failure to complete the course;
 - (ii) working without a valid work permit; or
 - (iii) having provided incorrect and/or misleading information to the Academy (including on the Enrolment Form) or to the UK Immigration or any other relevant authorities. This also includes if the level stated in your certificate through which you have been accepted for your studies is not your actual level.
 - (iv) not having necessary funds in your accounts to satisfy Home Office requirements.
- (g) If you are denied a student visa but granted another kind of visa, whether to enter or remain in the United Kingdom, no refund will be given.
- (h) If your visa is denied for reasons other than those referred to in paragraph 13(f), your tuition fees will be refunded, calculated from the date your visa was denied. This is subject to you providing the Academy within 5 working days after it has been issued with either a copy of the visa refusal letter issued by the British Embassy or a photocopy of your passport with the entry refusal stamp.

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 does not provide any parking and / or storage facilities of any kind including the storage of bicycles. Bicycles must be left outside the Academy's premises 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

In accordance with the Data Protection Act 1998, you consent to the Academy holding and processing in any form and transferring to any immigration or other relevant authorities the data it collects 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.

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.