



# Terms and Conditions for LAL Students

## Definitions

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

**Application Form:** The Supplier School's form(s) (online or 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 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.

**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.

**LAL Language Centres:** LAL Language Centres UK Limited (incorporated in England and Wales with number 01907876),

LAL Language Centers US Inc (incorporated in Florida USA with FEI/EIN number 65-0289242),

LAL Language Centers Massachusetts Inc. (Registered in the State of Massachusetts. File No. 203156348),

LAL Language Centres South Africa (Pty) Ltd (incorporated in the Republic of South Africa with number 1995/012078/07)

**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 LAL Language Centre in the location where You wish to study, as identified in the

relevant Price List or Price Lists.

**Website:** The Website at [www.lalschools.com](http://www.lalschools.com)

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

## Accommodation

The Supplier School will advise You on a variety of accommodation options. You must book accommodation from the Start Date until the day on or after 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.

## Booking Agreement

When the Supplier School sends You a Booking Confirmation, the Booking Agreement will be legally binding between You and the Supplier School. The Booking Agreement includes the Price Lists, the

Application Form, the Booking Confirmation and these terms and conditions. The laws of the location of the Supplier School 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.

## **Cancellations and Charges**

You may cancel the Booking Agreement only if You send written notice of cancellation to the Supplier School.

Refunds will only be paid to the fee-payer using the original method of payment. Cash payments will be made by bank transfer and any bank charges incurred by LAL will be deducted from the amount. Refunds will be made within 30 days of notice of cancellation.

**Not less than 14 days before the Start Date**

For all adult Courses if You wish to cancel the Booking Agreement not less than 14 days before the Start Date, any fees You have paid will be refunded, less:

- registration fees
- one week's tuition fees
- one week's accommodation fees (all such fees being specified in the relevant Price List)

For all Young Learner Courses, if You wish to cancel the Booking Agreement not less than 14 days before the Start Date, any fees You have paid will be refunded, less:

- one week's course package fees

### **Less than 14 days before the Start Date**

If You wish to cancel the Booking Agreement less than 14 days before the Start Date, any refunds will be entirely at the Supplier School's discretion.

## **Post Arrival or No Show**

If You cancel Your course after the Start Date or are not present on or after the Start Date at the Supplier School where the Course is to be held, without having previously cancelled Your Course, the following charges will be made:

**Adult Courses:** A maximum of four weeks' tuition at the rate charged, four weeks' accommodation fees and all fixed fees paid. Remaining tuition fees only will be credited to the student to be used within 24 months of the course start date and remaining accommodation fees will be refunded. For courses of less than four weeks, no refunds will be given.

Any credit will be used towards future tuition only and the monetary value will be used in the event that a different course is chosen or the course cost has increased. The credit cannot be transferred to another

person without the explicit written consent of the Supplier School.

**Young Learner Packages:** A maximum of four weeks' package fees. Remaining package fees will be refunded. For packages of less than four weeks, no refunds will be given.

## **Visa Refusal**

If You cancel due to a visa refusal or refusal at the border, You will receive a full refund of tuition and Young Learner package fees paid less:

- courier fees
- any payment LAL has made in advance to a third party provider such as a hotel, residence or homestay

Refunds for visa refusals or refusal at the border can only be made if You send written notice to the Supplier School and documentary evidence of such refusal from

the embassy or consulate or border official of such cancellation, prior to the Start Date of the relevant Course.

## **Insurance Cancellation**

Insurance premiums are subject to one month's charges on or after Your Start Date.

If You cancel Your Booking Agreement **not less than 14 days** before the Start Date, any insurance premium fees You have paid will be refunded.

If You wish to cancel the Booking Agreement **less than 14 days** before the Start Date, any refunds will be entirely at the Supplier School's discretion, in accordance with the insurance company's cancellation terms.

## **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, additional charges may be applicable as specified in the relevant Price List. No change can be made until full payment of any additional charges has been received by the Supplier School. Any change which results in a shortening of a course and/or reduction in provision of LAL accommodation will be subject to the following:

### **Tuition**

100% of course fee to be credited to the student to be used for private or other tuition only or four week's course as cancellation fee and refund of remaining fees

### **Accommodation**

2 weeks' fees for homestay

4 weeks' fees for LAL residence

Hotel or other third party provider will be according to their terms and conditions

## Compliance and Conduct

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

## Course Cancellations

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 to be run effectively. The Supplier School will 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.

## Competency Levels

Courses are normally offered at five levels of language learning (CEFR levels in brackets): Elementary (A1) / Pre-intermediate (A2) / Intermediate (B1) / Upper–Intermediate (B2) and Advanced (C1). Other teaching levels may be available by arrangement.

## Certification & Attendance

You must attend a minimum of 80% of the lessons scheduled for the Course (85% for Cape Town, due to visa regulations) 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 whose attendance on a course falls below the required level to meet visa requirements will be reported to appropriate government immigration authorities.

There will be a charge of 20 GBP / 30 USD / 25 EUR for a paper replacement of an LAL certificate of attendance, sent by first class mail. Please refer to our Price List for a charge if sent by courier. Electronic versions are free of charge. External examining body replacements such as Cambridge, IELTS, TOEFL, TOEIC are subject to the examining body's fee plus an administration fee of 10 GBP / 10 USD / 10 EUR.

## Data Protection

LAL complies with current Data Protection legislation in each territory that it operates, ensuring compliance with the [General Data Protection Regulation](#) (GDPR) (EU) 2016/679. Please see our [Privacy Policy](#) on the Website for more information on how Your data is used.

## Deposit

To confirm and secure the booking, the Supplier School Registration Fee is payable to LAL within 24 hours of

receiving a Booking Confirmation. See our Payment terms below.

## Descriptions

The Supplier School believes all statements made in promotional material to be 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.

## 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 or offered an alternative.

# 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
- commit a criminal offence
- fail to attend the Course to the Supplier School's satisfaction
- persistently break rules as set out in the Student Code of Conduct
- are guilty of disorderly, drunken, aggressive or threatening behaviour or any other action which could bring the Supplier School into disrepute.

In such cases, immigration and other authorities will be informed where appropriate. For more information, please see our [Student Code of Conduct](#) on the Website.

## 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.

## 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.

## Insurance and Limitation of Liability

**Adults (18 years or over)**

It is highly recommended that You arrange suitable insurance in respect of travel and medical risks. You may be asked to provide evidence to the Supplier School of adequate insurance on arrival or at any time during Your Course.

### **Minors (17 years or under)**

You **must** arrange suitable insurance in respect of travel and medical risks and you will be required to provide evidence to the Supplier School of adequate insurance on arrival or at any time during Your Course.

All students on Young Learner Courses are automatically covered by a third party insurer and do not need to provide evidence. Please see our **website** for details on the cover offered

### **All Students**



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 and will not be held 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.

## **Cancellation**

Please see our Cancellation terms in this document.

## **Lesson Times**

Indicative lesson times are set out on the Website and in our brochure, available online. The Supplier School may change such lesson times at any time at its sole discretion.

# Matters Beyond the Supplier School's 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.

## **Minors (under 18s)**

Students under the age of 18 years attending our adult courses are subject to a curfew in their accommodation – the time will be advised on arrival at the school.

All students, regardless of age, attending our Young Learner courses are subject to rules, regulations and laws relating to minors, including Child Safeguarding best practices.

LAL requires the parents or guardians of any minor attending our courses (including any student aged 18 on a Young Learner course) to complete our online **Welfare and Consent Form**.

Immigration authorities may require a parental consent form if the minor is travelling alone. It is Your

responsibility to ensure that You inform yourself about this and provide the correct document to the relevant immigration authority.

## Partners and LAL-promoted Schools

Partner, affiliate and other schools promoted by LAL in Canada, The Republic of Ireland, Malta and the United States of America have their own terms and conditions. We recommend that you check these before making a booking either by looking on their website or contacting the school directly:

- [ELS, Canada](#)
- [Ali, Canada](#)
- [Apollo Language Centre, Ireland](#)
- [IELS, Malta](#)
- [NESE, USA](#)

LAL's other partners, such as transport companies, insurance company, third party hotels, guest houses and non-LAL residence accommodation have their own terms and conditions. Students must be acquainted with these. LAL bears no responsibility for actions taken by these third parties where students have not complied with their terms and conditions.

## Payment

### **Method and Visa Letter Delivery**

Payment may be made by Flywire ©, bank transfer, credit or debit card or in person to the Relevant Account. Additional charges at cost incurred by LAL from the payment provider may apply depending on the choice of payment type. Please enquire about these charges prior to payment.

Students who require a visa to travel and/or study must make payment before a letter of invitation can be provided.

## **Adult Courses**

Full payment for tuition fees 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.

## **Young Learner Courses**

Full payment for the course package fees 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.

## **Accommodation**

Payment for accommodation must be paid in full within 24 hours of receiving a Booking Confirmation booking. LAL cannot hold accommodation for more than 24 hours unless payment is received.

# 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 or for staff training. Any student, or parent or legal guardian of a student under the age of 18 years, who agrees to participate can state this on their Application Form or complete our **Imagery Consent Form**. Parents or legal guardians of students under the age of 18 will complete the **Welfare and Consent Form** which contains a section on consent. In addition, you will be asked at the time of filming or recording to complete a consent form at the time of filming, photography or recording.

## Prices

Prices are stated on the **Adults** and **Young Learners** Prices 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.

## **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.

## Terms and Conditions

These Terms and Conditions supersede previous versions which were applicable at the time a student booked.

## 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. Additional charges for late flights or delays at immigration may be payable to LAL.

Students under the age of 16 must either book a transfer with LAL or be accompanied to the school by a parent, legal guardian or other adult nominated in writing by the parent or legal guardian.

## 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.