

# TERMS & CONDITIONS ADULT COURSES

## 1. APPLICANT INFORMATION

All adult courses are open to students aged 16 and over at course start date.

Parents and Guardians of under 18's should read our parental consent form, and are required to send us the completed and signed form before the student's arrival date. The parental consent form details the levels of supervision that SH provide for under 18's. Please note that Stafford House International (SH, We, Our) does not provide supervision for students who book an adult course.

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## 2. VISAS

Each student is responsible for having a valid passport and any applicable visas. Students are responsible for fully complying with all requirements of the appropriate immigration authorities both before and during their stay in their chosen country. If they fail to comply with these requirements and are expelled from the country, they will not be entitled to any refund of fees (UK/Canada Only).

SH reserve the right to refuse an application if we do not think there is an intention to comply with any of the immigration authority regulations.

Students should contact their local Embassy, Consulate or High Commission to ensure they are allowed to enter and study in their chosen country. SH will endeavour to support students at all times, but cannot be held responsible for decisions taken by Embassies or immigration authorities regarding entry visas or extensions, or regarding changes made to regulations.

Minimum payment, as set out in your proforma or invoice, must be received in full prior to any supporting visa documentation being issued. There are additional fees to have original documents couriered.

Should the student's arrival date be postponed due to a delayed visa application, we cannot guarantee the original accommodation allocation, and we reserve the right to offer alternative accommodation. We also reserve the right to charge additional accommodation fees if less than 2 weeks' notice is provided.

If a student's visa application is refused, an original copy of the visa refusal letter must be provided. Accommodation fees will be refunded with a deduction equivalent to two weeks' notice period if applicable. Fees, excluding any applicable non-refundable fees (see below), will be refunded to the fee payer if the visa was refused through no fault of the student. If the student reapplies for a visa after being refused, they will not have to pay the deposit fee again, but will incur any visa documentation related fees which may be charged by SH or by the relevant immigration authority (Courier, I-20).

***UK/Canada Only:*** We will not refund any fees paid if students withdraw their application after a visa has been issued.

***US Only:*** SH is authorized under federal law to enroll non-immigrant students. By law, to issue the I-20 form, the school must receive a fully completed application form, applicable fees, and current bank statement or letter with proof of sufficient funds to cover tuition and living expenses while in the US. An acceptable financial statement can be one of the following documents:

- A current personal bank statement or letter from the student's bank (issued within the last 90 days).
- A letter of support from the student's parents/sponsor stating that they will be responsible for the student's expenses during their stay, and a bank statement or letter verifying their financial ability to meet the student's expenses.
- A letter guaranteeing financial support from a sponsoring organization.
- A scholarship letter from the student's government.
- Students will need to show the same financial documentation to the U.S. Consulate at the time they apply for their F-1 Student Visa. Issuance of an I-20 is for courses of a minimum 2 weeks' duration and 18 class hours per week. F-1 students transferring their I-20 from another school in the US must also be in active status and have completed a SEVIS transfer form to our school.

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### **3. PAYMENTS**

Payment methods are explained on the proforma or invoice. Payments must be received in full 30 days prior to the course start date. If a student books less than 30 days before their course start date, full fees will be due immediately. Deposits and fees are not transferrable between students. Students are responsible for any bank fees incurred during the payment process.

We aim to release transfer and accommodation details 14 days prior to arrival date, subject to receipt of full payment.

Course and Accommodation is only secured for the period that has been paid for in full.

A non-refundable deposit of 200.00GBP / 200.00CAD / 150.00USD is required at the time of application to all full-time ESL Courses, Private lessons and Teacher Training Courses.

A fee of £/\$ 25 will be imposed for any checks that are returned due to insufficient funds or incorrect information.

**US Only:** A non-refundable deposit of \$50.00USD is required at the time of application to all part-time ESL Courses.

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#### **4. SCHOLARSHIPS**

Scholarship students will not be allowed into class without either a guarantee letter or tuition fees paid. Any fees paid direct to the school will be refunded to the fee payer upon receipt of the guarantee letter.

If choosing to stay in accommodation provided by SH, recipients of scholarships or government grants will also be asked to pay for 4 weeks accommodation fees in advance of their arrival date.

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#### **5. REFUNDS (WITHDRAWALS, CANCELLATIONS, POSTPONEMENTS, AMENDMENTS)**

##### **5(a). PRE-ARRIVAL**

##### **5(a)(i). Cancellations**

If SH cancels a course after a student's enrolment, all monies paid, less third-party fees, will be refunded to the fee-payer. Refunds will only be paid to the fee-

payer, via the original payment method. In the case of cash payments, refunds will be returned by bank transfer (UK/CANADA), or check (US).

Refunds will be disbursed within 45 calendar days of receiving notice of cancellation.

Where applicable, the following fees are considered non-refundable fees:

- Registration fee
- Accommodation Booking Fee
- Payment Fees such as Bank Transfer Fees or Credit card processing fees
- Courier Fees (refundable prior to sending)

There will be a charge equivalent to the cost of two weeks accommodation fees, if you cancel accommodation, or postpone your arrival date, less than 2 weeks before the start date.

### **5(a)(ii). Postponements & Amendments**

If a student chooses to postpone or amend their initial booking, the tuition or accommodation fee that was originally charged to the student will be honoured the first time the booking is amended only. SH Global Sales Support must receive written notification at least 7 days before the course begins in order for the deposit to be transferred to a later course date. Failure to provide the required notification will result in the deposit being forfeited.

For any additional postponements or amendments, the tuition/accommodation price advertised at the time of the amendment or postponement will be applied.

SH reserve the right to cancel the booking entirely if postponed on numerous occasions.

2 weeks' notice must be provided if a change to any accommodation type is requested pre-arrival. Additional specific cancellation policies for residence accommodations not listed on the SH pricelist may apply pre arrival. Please refer to your accommodation confirmation for details.

If any amendments are required to a student's transfer, then written notification detailing all of the changes (as described in section 10 Transfers) must be received a minimum of 48 hours before the flight in order for the transfer to be

changed free of charge. If any of this information is not provided then SH will be unable to arrange the transfer, and no refund will be given any transfer fee already paid.

If the correct final airport arrival flight information is not provided, if the student arrives at the airport and does not follow the instructions provided by SH on the confirmation document, or the flight is missed, and a transfer is sent to collect the student, SH will not refund the transfer fee.

***UK/Canada Only:*** If written cancellation is provided more than 14 days prior to the arrival date, or students have had their visa rejected through no fault of their own, SH will refund fees received in full less any non-refundable charges (deposit, courier, bank charges).

Students cancelling less than 14 days prior to their arrival date will not receive any refund of fees paid. However, if you cancel a course which is longer than 4 weeks, we will apply a non-transferrable credit note for that part of the course which is longer than 4 weeks. For example, if you cancel an 8 week course, we will give you a credit note for 4 weeks. This will be valid for 6 months only. Credit notes and cancellation notice periods will be effective from the original course start date, and not the postponed course start date.

***US Only:*** SH will refund all tuition in full if written notification of cancellation is submitted prior to entering the country on a school sponsored I-20.

**Boston and Chicago:** If the student has entered the country on a school sponsored I-20, but cancels in writing prior to starting the course, the school will retain all non-refundable fees up to \$500, any accommodation costs incurred by the school and up to 6 weeks of tuition.

**San Diego and San Francisco:** If the student has entered the country on a school sponsored I-20, but cancels prior to starting the course, the student has the right to cancel and obtain a refund of tuition charges paid through attendance at the first day of class (end of day on first Tuesday of class), or the seventh day after signing the Enrollment Agreement, whichever is later. The school will retain all non-refundable fees including, but not limited to, the non-refundable fees listed above, and any accommodation costs incurred by the school.

## **5(b). POST-ARRIVAL**

### **5(b)(i). Withdrawals**

Prorated refunds will be calculated on a weekly basis at the new course duration pricing tier. When determining the number of weeks, the school will consider a partial week the same as if a whole week were completed. Stafford House full weeks run from Monday to Friday. Promotions and/or other discounts may be nullified and removed in the recalculation of course fees if the criteria for said promotion are no longer met.

Any refunds due will be paid within 45 calendar days of receiving notice of withdrawal.

***UK/Canada Only:*** No refunds of tuition or registration fees will be given by the school once the arrival date has passed. Accommodation fees will be refunded, less the equivalent of 2 weeks' notice which must be in writing. Refunds will not be issued for any unused tuition or accommodation due to expulsion as a result of poor attendance, or disciplinary issues; and any unpaid fees will become payable immediately.

***US Only:*** All students attending a SH Centre in the US will be subject to the destination-specific applicable State Enrolment & Refund Agreement policies which will be set out on the invoices, and will also be available upon arrival in each Centre.

### **5(b)(ii). Amendments**

Any changes to bookings are all subject to availability. Prorated refunds will be calculated on a weekly basis at the new course duration pricing tier. Any additional fees that may be incurred due to a change must be paid for in advance of the change being implemented.

Students will not be entitled to any refund in fees if SH require them to attend a different course from the original course they chose.

If students take holiday, and their course departure date subsequently exceeds their visa expiry date, SH will not refund any unused tuition fees.

Students cannot exchange General English group lessons for an equivalent number of private lessons.

Once the student has checked in to the accommodation, any changes to accommodation require 4 weeks' notice. Additional specific cancellation policies for residence accommodations may apply post arrival. Please refer to your accommodation confirmation for details.

**UK/Canada Only:** If cancelling, downgrading or shortening courses, the student must notify the school in writing giving a minimum of 4 weeks' notice. Refunds will only be made to the person who paid the original fees. There will be no refund given to students who wish to change to a course of a lesser value.

**US Only:** If cancelling, downgrading or shortening courses, the student must notify the school. Refunds will only be made to the person who paid the original fees.

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## **6. CLASSES**

On the students' first day, all students must take a level placement test to assess their language proficiency which will determine the appropriate level of study. If a student does not have the minimum level of English required to study on a specific course, SH reserve the right to move the student to an appropriate course for their level. Our decision to move the student to a different course will be entirely at our discretion, and the decision will be final.

Classes will take place either at our premises, or at alternative premises which will be of a similar standard to our own premises.

Private/One-to-One lessons (45 mins) will be scheduled subject to teacher/classroom availability. The school require 48 hours' notice to re-schedule private lessons. Any missed lessons will not be refunded or rescheduled.

The average number of students in any class depends on the course and the time of year, but the maximum will not be more than 15.

Students are required to pay a refundable book deposit on the first day of their course. The book deposit will be refunded on the last day of their course, if it is returned in a good, unmarked condition.

### ***MULTI-CENTRE***

SH offers the option to study at more than one of our centres. Prices will be charged pro-rata for each centre as prices may differ.

**UK Only:** Students studying on our FLEX course are aware that their timetable may change on a weekly basis.

***Any refunds of fees related to classing issues will be dealt with in accordance with section 5 (Refunds) of these terms and conditions.***

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## **7. ATTENDANCE**

SH students are required to have a minimum of 80% attendance on their course to maintain visa status and receive a SH certificate of achievement on the final day of their studies. Students must arrive on time for each class and return promptly after any break. Entry to class will not be permitted if students are late to help minimise disruption to fellow students.

A student's course may be terminated without notice if the student persistently fails to attend class or fails to meet the minimum attendance requirements of the course.

SH are not obligated to issue credit to students who are absent due to illness.

**UK:** A Doctor's certificate must be provided if absence of more than 5 consecutive days is due to illness.

**Canada:** A Doctor's certificate must be provided if absence of more than 5 consecutive days is due to illness. For students that hold a study permit studying in Canada, and fail to meet our minimum attendance requirements, or do not attend any classes for 10 consecutive days without authorisation, SH must report this to the Immigration Authorities, and they will be expelled from the School.

**US:** Doctors certificates are not accepted to excuse absences. If students miss school because they are sick or have a doctor's appointment they will be marked absent. The student must inform the school for any absence of more than 3 consecutive days. For students that hold an F1 visa studying in the US, and fail to meet our minimum attendance requirements, they will be expelled from the School, and their SEVIS record will be terminated.

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## 8. COURSE BREAKS

SH will not make up any lessons or classes for national UK, Canadian or US holidays in which the school is closed. If students take any holiday, SH cannot guarantee they will be in the same classes or accommodation when they return. Students wishing to leave luggage in their accommodation, or return to the same accommodation upon their return, will be required to pay the full accommodation rate for that period.

***UK / Canada Only:*** Students are encouraged to book their course break dates at the time of enrolment to avoid problems with visas.

If the Course is 12 weeks or longer, students are entitled to take a break by submitting a Holiday Request Form in writing 14 days in advance of their break:

### **Course Break Entitlement**

- if their Course is 12 - 23 weeks, they are entitled to 2 weeks holiday
- if their Course is 24 - 35 weeks, they are entitled to 4 weeks holiday
- if their Course is 36 - 51 weeks, they are entitled to 6 weeks holiday

### ***US Only:***

Full-time students will become eligible to take vacation after completing 6 weeks of studies. For each 6 weeks of studies completed, students will accrue 1 week of vacation time. In order to be eligible to use accrued vacation time, a student must have a cumulative attendance percentage of at least 80%, and must have paid for at least 2 weeks of class after the vacation finishes. The student must submit a written vacation request at least 2 weeks in advance of the vacation. Vacation can only be approved for complete weeks. If the student plans on leaving the US, the student must speak with a staff member to discuss eligibility and other immigration requirements.

Part Time Course, Professional Certificate, Career Preparation Activity and Teacher Training Course students are not eligible for vacation during their course.

***Any refunds of fees related to course breaks will be dealt with in accordance with section 5 (Refunds) of these terms and conditions.***

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## 9. ACCOMMODATION

Accommodation details will be issued to the student after receipt of full fees. SH will endeavour to release accommodation details 14 days prior to arrival. Accommodation is reserved on the Sunday before the course begins, until the Saturday at the end of the course, unless agreed otherwise. Check-in times may vary depending on the location and details will be provided on pre-arrival documents.

Students must advise us of their specific arrival and departure dates and times prior to arrival.

All prices are per person per week unless stated otherwise, any additional nights booked will be charged on a prorated basis, and require approval at the time of booking.

Whilst SH will always strive to provide the type of accommodation requested, there may be times when a type may not be available. In these instances, the student will be given the opportunity to select an alternative type, or decline to accept accommodation. SH is not obligated to guarantee a particular accommodation type at any time.

***UK Only:*** Twin rooms can normally only be reserved for students travelling together.

There is no obligation for the homestay to spend a specific amount of time with the student.

SH reserves the right to charge students a damage deposit to cover any damage or breakages caused to the accommodation as a result of the students actions. This deposit is fully refundable on the last day of the students' course providing the residence is left in an acceptable condition.

SH has a zero tolerance to illegal substances or law breaking. Students found breaking any national and/or state laws will be expelled and the student may be reported to the relevant authorities. SH will not be responsible for any associated costs.

***Any refunds of fees related to accommodation issues will be dealt with in accordance with section 5 (Refunds) of these terms and conditions.***

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## 10. TRANSFERS

Students must let us know if they would like us to arrange an airport transfer. A minimum of 7 days before their flight SH must receive details of their flight, arrival airport, arrival time, flight number, airline and point of origin. They must also let us know if any of this information changes. If any of this information is not provided then SH will be unable to arrange the transfer.

Transfers will only be booked upon receipt of full payment and so payment must be made in advance of arrival.

***Any refunds of fees related to transfers will be dealt with in accordance with section 5 (Refunds) of these terms and conditions.***

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## 11. DISCIPLINARY & CODE OF CONDUCT

SH has a disciplinary code which it expects all students to follow. If a student seriously or persistently misbehaves in their lessons or accommodation, SH reserves the right to terminate their course or accommodation without notice. A student's course may also be terminated without notice if the student persistently fails to attend class or fails to meet the minimum attendance requirements of the course.

The School Principal or Centre Director, and in the case of visa nationals the relevant authorities or government bodies are informed that a course has been discontinued early due to disciplinary reasons and parents/agents informed.

SH Disciplinary & Code of Conduct can be found in the student portal and will be explained on the students first day, or for a copy of the codes please contact the Global Sales Support team. Students will be asked to sign a Disciplinary and Code of Conduct upon arrival.

Repatriation is at the student's own expense.

Students will be asked to sign a student Code of Conduct upon arrival.

***US Only:*** All students attending a SH Centre in the US will be subject to the destination-specific applicable State Enrolment & Refund Agreement policies

which will be set out on the invoices and will also be available upon arrival in each Centre.

***Any refunds of fees related to disciplinary or conduct issues will be dealt with in accordance with section 5 (Refunds) of these terms and conditions.***

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## **12. PHOTOGRAPHY**

SH or its representatives would like to photograph or take video footage of students participating in activities and collect written or video student testimonials for promotional purposes, both printed and online. Any student who does not wish to participate may advise SH at the time of booking or at the time of photography. Students will be informed when videos or photos are being taken and may choose not to participate. Students who are invited to provide testimonials or to have individual or small group photos taken will be informed of their use and will be given a consent form at the time.

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## **13. FORCE MAJEURE**

SH are not responsible for any events outside our reasonable control which may cause the closure of part or all of the School and the cancellation of any classes, courses or other services or materials SH provide. Events outside our reasonable control may include, without limitation, war, riot, civil strife, industrial dispute, terrorist activity, disaster, storm or other extreme weather conditions, flood, plague and infectious disease. Whenever reasonable and practical, SH will endeavour to offer compensatory classes, however this cannot be guaranteed. SH will not be responsible for any costs incurred by or on behalf of the student as a result of any such case.

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## **14. SERVICES**

SH reserves the right to change details of its services, including courses, facilities, accommodation and course dates, where circumstances beyond its control necessitate such changes or where the number of enrolments is not enough to operate a course viably. Students will be assigned to either morning or afternoon schedule after their placement exam, and students travelling together are not guaranteed the same schedule. A student's schedule may change during their enrolment.

**UK Only:** Any questions or problems concerning SH that have not been satisfactorily answered or resolved by SH should be directed to: English UK, 219 St John Street, London, EC1V 4LY, UK.

**Canada Only:** Any questions or problems concerning SH that have not been satisfactorily answered or resolved by SH should be directed to Languages Canada at: [www.languagescanada.ca](http://www.languagescanada.ca).

**US Only:** Any questions or problems concerning SH that have not been satisfactorily answered or resolved by SH should be directed to: Accrediting Council for Continuing Education and Training, 1722 N Street, NW Washington, DC 20036. Students may also contact their local U.S. Consulate to resolve disputes or concerns regarding student visa issues.

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## 15. LIABILITY

SH will not be held liable for loss, damage, or injury to persons or property while attending the schools, in our accommodations or during school organized activities. The student is solely responsible for the safety of any personal property they bring to the School, including any post sent to them at the School and exam results or certificates.

Students must pay for any damages caused by them to SH property or to property in which they are housed.

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## 16. INSURANCE

Stafford House advises all students to have travel insurance coverage, which includes medical and personal liability as a minimum. Students are solely responsible for ensuring they have appropriate insurances in place to cover their travel to their chosen country and attendance at the School. Insurance can either be purchased independently, or through our Insurance partners in the chosen country.

**UK only:** Please contact our Global Sales Support team for full details on costs, level of coverage, and terms & conditions.

**US/CANADA Only:** Insurance is required for all students. Insurance coverage purchased through SH is effective from your date of arrival into the US / Canada, or from the date you purchased it at the school. Insurance is available to purchase at the school if policies have not been bought in advance. Insurance coverage is required when a student is on vacation. Insurance coverage runs from Saturday to Sunday. Any students arriving before Saturday will have to purchase an additional full week of insurance.

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## 17. DATA PROTECTION

References in this clause to the DPA are to the Data Protection Act 1998 and to the GDPR are to the General Data Protection Regulation (which comes into force on 25<sup>th</sup> May 2018).

In order to deliver education and protect students' welfare, SH will collect and process personal data, including sensitive and special category personal data (as defined in the DPA and GDPR respectively) that relates to the student and their circumstances.

Full details of the personal data collected and processed by SH, the purposes for which it is collected and the legal basis for doing so are contained in the Cambridge Education Group Privacy Policy which can be accessed via this link <http://www.cambridgeeducationgroup.com/about-us/privacy-policy.htm> On the first day of the student's course, they must give SH their passport (or ID Card if they are resident in the EU). SH will copy or scan it and return the original to them. It is the student's responsibility to update any personal data they give us if it changes.

**UK Only:** SH will comply at all times with our obligations under the DPA and the GDPR (from 25<sup>th</sup> May 2018) in relation to the student's personal data.

**US and Canada Only:** SH will comply at all times with our obligations under the applicable data protection laws in the US and Canada respectively in relation to the student's personal data. Where a student's normal place of residence is within the EU then SH will also comply with the GDPR (from 25<sup>th</sup> May 2018).

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## **18. AGREEMENT**

The current SH Terms and Conditions supersede any previous Terms & Conditions that were applicable at the time of student's booking.

By either submitting an application, or paying either a deposit or full fees you have read, understood and agree to the above conditions. These terms and conditions are applicable to all students.

All courses and accommodation offered are subject to availability.

Stafford House (SH) reserves the right to cancel or make changes to course or accommodation arrangements without liability if obliged to by circumstances beyond its control or due to low demand or where the students preferred accommodation is unavailable. In such circumstances, SH endeavours to offer the best alternative arrangements, dates or venues available.