

By applying for a course at East London School of English students accept the following terms and conditions of the school:

» Enrolment & Tuition Fees

1. Students must be 16 years of age or over;
2. All fees due to the School must be paid, in full, prior to the commencement of the courses.
In exceptional circumstances the school may agree an alternative mode of payment although full payment must be received in advance;
3. Tuition fees do not include: travel, accommodation, social programmes, external examination fees, personal and health insurance, bank charges on international money transfers (this list is not exhaustive);
4. If a visa is required the student must ensure that he/she enrolls in sufficient time to ensure that a visa can be obtained and all requirements of the British Immigration Authorities met. No extension to course bookings will be given if formalities are not completed in time unless we are informed before the commencement of the course and the postponement fee is paid;
5. There is no reduction or refund in fees where a course includes a public holiday or school holiday. For public holiday dates see www.bankholidaydates.co.uk If a student is on a short course of less than 10 weeks then courses can be extended to cover the Easter and Christmas breaks;
6. An enrolment fee of £55 applies to each booking for EU/SVV students and an enrolment fee of £90 applies for each booking for GSV students;
7. Home Office regulations require that those applying for a student visa pay £20 for a Confirmation of Acceptance for Studies (CAS);
8. Course books: for General English courses longer than 4 weeks students will be required to buy course books necessary for their selected course and may be required, at any time during the course, to buy additional course books in the case they progress to a different level. For the IELTS Specialist Course and Business English all materials are included in the price of the course.

» Course Bookings

1. Start dates can be altered prior to the commencement of the course booked. A postponement fee of £45 will apply for each change. This is based on the assumption that a visa has not been refused;
2. If a student fails to start on the commencement date or leaves the course prior to the completion of the course, the student's name will be removed from the class register without any refund or replacement in another class;
3. No extension to courses will be allowed by payment of additional fees. Any such additional fees paid will be treated as a new course booking;
4. Courses will not be extended due to any unauthorized absences and / or uncertified illness;
5. All students must book holidays at least 1 week in advance, and for a full week commencing on a Monday. Holidays cannot be taken mid-week or carried forward from one course booking to another. The maximum authorised holidays are: 8-11 weeks – 1 week / 12- 23 weeks – 2 weeks / 24-35 weeks – 4 weeks / 36 weeks+ - 6 weeks. This applies to SVV and GSV students only.
6. If a student wishes to change the time or date of classes, appropriate requests must be made to the reception staff on a Thursday of the week at the latest to be effective from the following Monday. All changes are subject to availability and at the School's discretion and administrative fees might apply.

7. If a student wishes to transfer from the afternoon to the morning class the difference in fees must be covered by the student before he can join the selected class. No refund is given to students who wish to transfer from the morning to the afternoon class.
8. The School will use its reasonable endeavour to accommodate the student in relation to the timing of classes but reserves the right to change any teacher, class time and / or room and to combine classes if necessary and at its discretion;
9. Class levels: all students are required to take a placement test prior to the commencement of their course. The School decision as to the appropriate level is final and no refund of tuition fees will be given if the student is dissatisfied with the allocated level of study and any change to the study level will be at the discretion of the School.

» Course Cancellation

Cooling off Period: any prospective student has 7 days from date of booking a course to cancel provided that:

- (a) The course has not commenced or is due to commence within 7 days.
- (b) No documents have been issued by the School except for the receipt of monies paid.

Should you wish to cancel within 7 days of booking, the School must be notified by either fax, e-mail or in writing only. After the Cooling off Period all monies are forfeited in the case of a cancellation. Any cancellations after the Cooling off Period will be dealt with at the discretion of the School.

» Alternations and Amendments

The School makes every attempt to keep to arrangements outlined in the course brochure. However, we reserve the right to alter the programme as may be necessary for reasons of safety, weather, travel arrangements or other factors arising beyond our control. We also reserve the right to cancel a course due to insufficient bookings. In the event of our having to cancel a course, clients will be given the option of either attending a different course or receiving a full refund. When all monies are repaid our liability shall wholly cease. If the full payment for the course is made less than 30 days before the start date the booking is not secured and the School reserves the right to cancel the booking.

» Student Records

1. The student will require to provide the School with such personal information as the School reasonably requires and the student will make sure this information is updated in the case of any changes;
2. The student permits the School to store records of the personal information provided and to disclose this information to others as required by law.

» Attendance

1. If student's attendance (excluding authorized holidays and illness but only if an NHS doctor's certificate was provided) is continuously below reasonable standard, their name will be removed from the class register and they will not be allowed to continue their studies. The relevant authorities are invariably informed in such cases;
2. If due to unauthorised absences the student is expelled from the course no refund of tuition fees applies;
3. Students are expected to be in class at the advertised start time of class. A student who arrives up to 15 minutes after the start time is marked late on the register, and after 15 minutes is not admitted and marked absent;
4. If a student is absent from class for any reason, including illness, no refund of fees applies.

› Insurance

It is advisable for all students at ELSE to have valid insurance cover for the duration of their course, from arrival until departure.

› Accommodation Fees

1. Confirmation of availability and an invoice for full accommodation fees will be provided at the time of booking. The School will use its reasonable endeavour to provide the student with homestay or residence at the student's preference but the first choice of accommodation may not always be available. The cost of accommodation will be determined by the School from time to time;
2. Accommodation fees are only valid for the person and dates specified. Students forfeit accommodation fees for the days involved if they arrive late, are absent or leave before their accommodation ends. Arrival and departure dates may only be changed by special arrangement and a surcharge may apply;
3. To secure booking all accommodation fees must be paid min. 4 weeks before the arrival date;
4. Students must make all accommodation payments directly to the School and NEVER to the host family or residence;
5. The student must notify the School of his/her arrival details min. 2 weeks before the scheduled arrival date;
6. There is a £45 accommodation arrangement fee;
7. There is no reduction in the weekly accommodation rate where a student is accommodated for part of a week;
8. The minimum stay is for 2 weeks. A one week supplement of £25 will apply to bookings of under 2 weeks.
9. Any requests to change accommodation after the student's arrival will be subject to availability and will be dealt with at the discretion of the School ;
10. The School has the right, where reasonable, to remove the student from accommodation for unacceptable behaviour which can include but is not limited to causing damage to property, causing disturbance, abusive or disrespectful conduct or failure to observe reasonable house rules. In the case a student is removed for unacceptable conduct no refund of accommodation fees will apply and the student will be required to arrange alternative accommodation on his own.

› Accommodation Cancellation

Cancellation:

- if made min. 15 days prior to the scheduled arrival date – all fees paid are refunded less the accommodation booking fee
- if made 8-14 days prior to the scheduled arrival date – all fees paid are refunded less the accommodation booking fee and 1st week's accommodation fee
- if made 7 days prior to the scheduled arrival date and less – all fees paid are refunded less the accommodation booking fee and two week's accommodation fee.

› Discipline

1. In the case of flagrant misconduct or proven criminal offence we reserve the right to expel any student, having given due notice to the parent / guardian in the case of students under 18 years of age. In the event of such expulsion no refund of fees will be made.
2. All students are expected to behave in an orderly manner. Wilful damage to School property, threatening behaviour to personnel, failing to observe fire and safety rules, smoking other than in authorised areas and selling or consuming alcohol or illegal drugs is considered to be of gross misconduct. Students will be held personally responsible for rectifying any wilful damage to School property or personnel in the case of such misconduct.
3. The anti-discrimination laws of the UK hold force at East London School of English, and behaviour which offends in areas of gender, religion, race or politics, to name but four, will be dealt with appropriately.
4. Abusive and aggressive behaviour towards staff and students is similarly not tolerated.

› Force Majeure

1. A Force Majeure Event is an event outside the School's reasonable control.
2. It is a basic stipulation of the agreement/contract between students and the School or its representatives, that neither the School nor its representatives are liable for refunds or damages, howsoever arising, in cases where the School is unable to fulfil any services to which they are contractually bound because of Force Majeure Events.
3. A Force Majeure Event includes in particular but without limitation the following: strikes and/or labour disputes, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war, fire, explosion, storm, flood, earthquake, epidemic or other natural disaster, impossibility to use means of private or public transport or impossibility to use private or public communication networks.

› Medical Matters

Students should advise the person responsible for Accommodation and Welfare of any medication they are currently taking and inform the School's staff of any medical conditions which might preclude them from participating in specific activities. Students should ensure they have adequate travel insurance to cover any medical emergencies that may occur. If you need to see a doctor, the School can arrange an appointment for you as a "Temporary Resident", however you may be charged for this (depending on government reciprocal agreements). If you need hospitalization, you will be treated at a NHS hospital but again you must ensure you have adequate insurance to cover any medical expenses.

› Liability

The School is fully insured with Public Liability Insurance

1. Students are advised that the School, its employees and its representatives accept no responsibility for personal injury and /or loss of / damage to personal property on the School premises, whether by fire, burglary, theft or otherwise. This condition also applies to public and private places when students are on School trips/excursions.
2. The School is not responsible for the safekeeping or delivery of any fax, post etc sent to students at the School addresses. Nor is the School responsible for the safekeeping of exam results or certificates.

› General

1. Students may from time to time be photographed, the photographs of which may be used in the School's promotional/ publicity material. The School reserves the right to all photographs which may be used in any way the School sees appropriate in promoting itself. The copyright to all photographs shall belong to the School;
2. The School does not provide any parking and/or storage facilities of any kind including the storage of bicycles. Bicycles must be left outside the School premises at the owner's risk.
3. We regret that the School has no facilities for people with disabilities, nor is able to provide such. However a lift is available;
4. It is the policy of the School not to disclose any personal details of any students to a third party, other than to the appropriate authorities, without the prior written authority of students previously and currently enrolled;
5. By sending an enrolment form the students enter into contract with the School and are parties to the contract and to these terms and conditions;
6. A person who is not a party to these terms and conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties) Act 1999;
7. Any disputes will be covered by English law;
8. No waiver by the School of any of these terms and conditions will be effective unless the School expressly say that it is a waiver and tells the student so in writing. No waiver means that the School will waive any subsequent default by the student.
9. If any court or competent authority deems any provisions of these terms and conditions invalid, unlawful or unenforceable to any extent, they will to that extent be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law.

› British Immigration Authorities

1. The student is responsible for complying with all requirements of the British Immigration Authorities before the commencement of the course and throughout the duration of the course;
2. On receipt of the registration fee and all tuition fees as per the invoice issued by the School, the School will provide the student with a letter of confirmation of studies and a CAS number if required and will allow the student to forward these as proof of enrolment to the British Immigration Authorities;
3. If, during the duration of the course, the student needs to extend his/her visa then the student is responsible for ensuring that such extension is obtained. If the students complies in full with the School's terms and conditions he/she will be provided with necessary documents;
4. If a visa is required, a student can only start his/her new course once the new Tier 4 application has been approved;
5. The School reserves the right not to enrol any student if it believes that his/her intensions do not comply with the British Immigration Authorities requirements;
6. The student must allow the School to inspect and copy the student's passport and any other documents relating to the student's visa.

› Refunds & Visa Refusals

1. Fees are not refundable under any circumstances except when visas to enter or remain in the UK are refused.
2. If the immigration authorities refuse a visa to enter the UK no refund will be given under any circumstances, unless the Fees have been paid in full.
3. No refund will be available once the course has commenced.

- 4.** The letter from the British Immigration Authorities indicating the reasons for refusal together with any documents issued by the School must be submitted to the School for the refund to be considered. The School reserves the right to verify the documents received with the British Immigration Authorities.
- 5.** No refund will be given if visa is refused due to the fact that the student has not taken the required steps in applying for a visa;
- 6.** No refund will also be given if the visa is refused due to:
 - a)** the student providing fraudulent documents;
 - b)** the student providing incomplete or incorrect information to the School;
 - c)** providing incorrect information to the British Immigration Authorities;
 - d)** working without a work permit.
- 7.** No refund will be given if a student withdraws the application for a visa or is expelled from the School or expelled from the UK by an authorised authority;
- 8.** No refund will be given if the student obtains a visa but decides not to study through the School. The British Immigration Authorities will immediately be informed that the student was accepted but has not commenced the course;
- 9.** If a student is expelled for poor attendance or misconduct no refund will be given.
- 10.** Refunds may take up to 8 weeks once the documents mentioned in point 4 of this paragraph are received and acknowledged by the School;
- 11.** Refunds will be issued to the person who made the application only and if the payment was made by credit/debit card the refund will be issued to that credit/debit card. If the payment was made through an Agent of the School, then the refund will be issued via that Agent. The School is not responsible for any bank charges on international bank transfers;
- 12.** If an SVV student has a visa refused, he/she is refunded full tuition fees less the respective administration fee (£150);
- 13.** If GSV student is refused a visa, the following applies based on the reason for refusal:
 - because of the School's documents:
The student can re-apply for free and if he/she decided not to full fees are refunded;
 - because of a student error or other reasons:
The student can re-apply by paying the registration fee (£90) plus a new CAS (£20).
If the student does not wish or cannot re-apply all fees minus a £150 administration fee are refunded.
- 14.** The School assumes no responsibility in the case of visa refusals. If the refusal is related to any actions of the School all fees are refunded but no additional compensation will be given.
- 15.** In the case of the School's Agents only, all monies paid (less the enrolment fee) can be transferred to another student at the discretion of the school in full. "Accommodation" accommodation provided to the student via the School for the duration of the course

► Definitions

In these terms and conditions the following terms have the following meanings:

"The School" East London School of English, 154-170 Cannon Street Road, E1 2 LH London

"Accommodation" accommodation provided to the student via the School for the duration of the course

"Agent" an agent authorised by the School to sell and market courses on a particular market

"British Immigration Authorities" the authorised UK agencies, departments or other bodies concerned with managing border control for the UK and enforcing immigration regulations.

"SVV" Students Visitor Visa

"GSV" General Student Visa

Valid from 1st July 2011

nb: Please note that any disputes will be covered by English Law.

EAST
LONDON
SCHOOL
OF ENGLISH

► Contact us

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