

## I. GENERAL AND DEFINITIONS

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**We/Our/Us:** Speak Up London LTD, 139 Oxford Street, W1D 2JA London. company number: 08177068 Company type: Language school.

**You/Your/Student:** Indicates you: the person who has booked our services. Minimum age for enrolment is 16, unless agreed upon by special request or agreement. If you are under 18 years of age, please be sure to read these Terms and Conditions with your parent or guardian and ask questions about anything that you do not understand. In that case, the school will require expressly written authorisation from a parent or guardian.

**Booking:** your booking for one of our courses or services when payment has been received.

**Courses:** the language training advertised on our website, in our brochure or explained in person.

**Services/performance:** Any interaction with us involving your booking, taking lessons and receiving tuition.

**Administration Fee:** is the cost of all school letters, administrative help and work involving your registration.

**Location:** all lessons are delivered on site. The school is located at 139 Oxford Street W1D 2JA, London. The school reserves the right to change the location of courses & other sites can be used.

**Writing or written:** When we use these words below, this includes e-mail unless we say otherwise.

The same Terms and Conditions apply to all students (coming directly or from agencies) unless we say otherwise.

## II. BOOKINGS, REGISTRATION FEE AND PAYMENTS:

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### a. Bookings

Bookings can be made on our website or directly at the school. Bookings are made by completing and submitting the booking form with payment of the total Fees. These terms will become binding when you confirm your booking, at which point a contract will come into existence between you and Us. Please ensure that you read these Terms and Conditions accurately before you make your booking, if you have any questions, please do not hesitate to contact us. When you make a booking with us, this does not mean that we have accepted it. If we are unable to confirm your booking, we will inform you.

### b. Registration fee

The registration/administration fee is a mandatory fee for all bookings, per person. It must be received in full prior to the course start date. It is valid for twelve (12) months per student; the start of which is the date of your first booking.

### c. Payments

Payments may be made by bank transfer, credit/debit card or PayPal and must be received in full prior to the course start date. If you are booking a course for more than Eight (8) weeks, you can ask us before booking / making a payment to pay in Two (2) installments. In this case, we must receive 50% of the booking fee prior to the course start date and the rest is due halfway through your stay with us. This situation is not possible for visa nationals (see registration paragraph: Student Visa). There is a £15 charge for paying in installments. We will provide you with all dates of the days on which you are supposed to pay any outstanding balances, but it's the responsibility of the student to pay on time. Please note that you will not be allowed to attend any courses unless the payment of fees has been made in full, or on the requested date. Failure to pay will result in the cancellation of your course and any other services attached to it.

Bank details are provided on the invoice or on simple request. All fees must be paid in Pound Sterling (GBP). Payment must include all bank transfer charges (including intermediary bank charges). The Student remains liable for fees in the event any payment is refused or otherwise suspended by third party payment provider i.e. PayPal. We reserve the right to refuse any method of payment at any time for any reason.

## III. CANCELLATION AND REFUNDS

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### a. General

All cancellations must be made in writing and take effect from the date we receive such notice. Terms given for cancellation periods are based on the school's normal working hours (i.e. 9.00 – 17.30 Monday to Friday). If a cancellation request is received outside normal working hours, the notice period will be counted from the next working day. Any refund will usually be paid using the same method you used to pay for our services. Requests for refunds will normally be processed within ninety (90) calendar days of receipt of the request. Please note that the student will be responsible for any bank charges / handling fees in processing the refund. Fees and/or courses are not transferable to other students. Registration fees, accommodation booking fees, airport transfer fees and courier fees are non-refundable.

You have following rights to cancel your booking:

### b. Cancellation before start date:

1. A written request must be submitted to Speak Up London, and if received at least thirty (30) calendar days before the course starts, the refund would be subject to a 10% administration charge of whatever the student has paid to the school regardless on the length of course.
2. If the request is submitted between thirty (30) calendar days and seven (7) calendar days before the course starts, the refund would be subject to a 20% administration charge of whatever the student has paid to the school regardless of the length of course.
3. If a request is sent less than seven (7) calendar days before the course starts, the refund would be subject to a 40% administration charge of whatever the student has paid to the school regardless on the length of course.

Note that the start date is deemed as the first chosen date on the first booking.

### c. Cancellation after start date:

Acceptance of enrolment is made on the understanding that the student will remain studying at the Speak Up London for the duration of the course booked. Tuition and registration fees are non-refundable once the course has started (irrespective of attendance)

### d. Distance contract:

If the contract formed with the Student is deemed to be a Distance contract, the Student shall have the right to cancel the contract within fourteen (14) days from the day of the booking confirmation. To exercise the right to cancel, the student must inform us of their decision to cancel their contract by an unequivocal written statement (e.g. a letter sent by post or e-mail) before the cancellation period has expired. A refund form is available upon request. Before the start of the course, if the student exercises their right to cancel during this fourteen (14) day period, he or she will receive a refund of all amounts already paid less the cost of any services already performed and the administration fee. The cost of any services performed will amount to 10% of whatever the student has paid to cover any loss incurred by us not being able to offer that place to another student. However, if the student begins their course during the fourteen (14) day period, the student may not exercise their right to a refund. In fact, by commencing lessons, you waive your right to apply for any refund.

### e. Bookings from Agency:

If the student has made a payment to an agency, it is the responsibility of the agent to deal with that refund request. If a student has booked through an agency but paid the school directly, any refunds will be calculated minus/less any commission paid to your agent.

## IV. VISA STUDENT

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### a. Booking and visa queries

It is the responsibility of the student to determine how far in advance they need to apply for a visa, and to allow sufficient time to obtain a visa. It is your responsibility to arrange all applicable travel permits or visas, to have a valid passport and possess a leave to remain for the whole period of study. See the following website for further details: <https://www.gov.uk/browse/visas-immigration>

Payment must be received in full prior to any visa documents or confirmation of studies being issued.

We can assist with queries in regards to visas, however, it is the responsibility of the applicant to ensure that the most updated regulations / processes are being followed.

We cannot be held responsible for decisions taken by embassies or immigration police regarding entry visas or visa extensions.

We cannot be held responsible for any visa regulation changes which occur after the booking has been confirmed in compliance with the existing regulations at the time. Students who require a visa / temporary residence permit may not be able to shorten their course due to the terms of their visa / temporary residence permit. There is a charge of 50GBP each time documents have to be sent by courier and 10GBP each time documents have to be sent by e-mail.

### b. Student visa Refund details

Note that Paragraph III (a), (b), (c) (d) and (e) will apply to Visa students only if they provide us with a copy of their visa refusal letter. In any other circumstances, once a visa letter has been issued, no refund will be given unless you provide us with a copy of the refusal letter. No refund will be given if the reason for the refusal states fraudulent documentation has been submitted as part of the application to Us or to Immigration authorities. This also includes documentation that cannot be verified as being authentic / genuine. This includes providing false / inaccurate information written on the pre-enrolment questionnaire. It is the responsibility of the student to inform Us of their start date, failure to do so within five (5) working days of the start date will result in the forfeiture of the course.

We reserve the right to request a student to appeal against the original decision before requesting the refund. If the student refuses to do so, they waive their right to a refund.

## V. COURSES

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### a. Class information

We reserve the right to change the delivery of our services including but not limited to: the classrooms use, alternative premises or substitute teachers, lesson plans, teaching content and all teaching materials (including audio-visual aids). We reserve the right to refuse your attendance on the course if you are suffering from any illness, medical condition or mental or physical disability which was not disclosed at the time of booking. Also, we may refuse a student to attend classes if we consider them to be ill enough to be a danger to themselves and others. However, we will do our best to make any reasonable changes or adjustments to ensure you access our services.

### b. Changes to bookings

If you decide to change your booking by switching to another course, course time, course type or defer the start of your course, you must provide at least Seven (7) days' notice of such a change to Us in writing, otherwise you will be expected to attend the course originally booked.

If there is any difference between the cost of the original Booking and your revised booking, on the last day of the course to which you have switched to:

- You may be required to pay any difference between the cost of the original Booking and your revised Booking at the time of your request



We cannot refund the difference between the cost of the original Booking and your revised Booking

For your first change, we won't charge an extra administration fee. But for any further changes, we will charge £45.00 each time you wish to make a change to cover the administration cost of making the changes.

We cannot issue your new documents until we have received written notice and any charges requested have been paid in full.

Note that the school will try to give you alternative solutions, but We reserve the right to refuse your request.

### c. Holidays

If you wish to take a holiday at any time during the Course, you must give Us at least seven (7) days notice in writing. No refunds are payable in these circumstances.

We cannot guarantee your class will still be available; we also reserve the right to make changes to your course arrangement or new start date.

The holiday entitlement is as follows and must be booked for a full week from Monday - Friday:

Courses booked for less than 3 weeks: No holiday entitlement

Courses booked for 4-7 weeks: 1 week Courses booked for 8-13 weeks: 2 weeks

Courses booked for 14-23 weeks: 3 weeks Courses booked for 24-29 weeks: 4 weeks

Courses booked for 30-35 weeks: 6 weeks Courses booked for 36-39 weeks: 8 weeks

Courses booked for 40+ weeks: 12 weeks

For visa students the maximum holiday entitlement is 15% of the duration of their course and that holiday is allowed in addition to days on which the school is closed.

### d. Public holidays 2017 - falling on a weekday:

Speak Up London will be closed on public holidays (14<sup>th</sup> and 17<sup>th</sup> April; 1<sup>st</sup> and 29<sup>th</sup> May; 28<sup>th</sup> August; 25<sup>th</sup> and 26<sup>th</sup> December). Any days lost due to public holidays will NOT be reimbursed as extra days for study. We will be closed for 12 days from Thursday 21<sup>st</sup> Dec 2017 to Monday 1<sup>st</sup> Jan 2018 (inclusive). Speak Up London will re-open on Tuesday 2<sup>nd</sup> January 2018. Lessons will be added to your course to make up for this period. For full details on all our courses, please visit our website: [www.speakuplondon.com](http://www.speakuplondon.com)

### e. Level of English

If a student does not have the minimum level of English required to follow a specific course, as determined by Speak Up London's Placement Test, Speak Up London reserves the right to move the student to an appropriate course for their level.

If the student does not agree with the change, he / she cannot request to cancel.

### f. Reduction of lessons

Speak Up London reserves the right to close groups due to an insufficient number of students. If this is the case, we endeavour to find alternative classes for the student but reserve the right not to do so. If we cannot find alternative classes, Speak Up London will calculate a refund on a pro rata basis.

### g. Free speaking skills classes

You can attend the free speaking skills classes if you are have registered online on our website.

It is subject to availability; we cannot be responsible if you do not have a place. We offer 15 places per session. Also, if you are unable to book the first session (12.30 - 1.30pm), we recommend attending the 2nd session (3.30 - 4.30pm)

If you have booked but miss Two (2) sessions in one week, we provide a penalty for the next Two (2) weeks; in this case you cannot attend the speaking and accent reduction class for this period.

### h. ONE TO ONE

Private lessons will be scheduled subject to teacher/ classroom availability. You may cancel any ONE to ONE class subject to the following charges:

- Cancellation by midday (12:00) on the day before the class (or by 12:00 midday Friday before a class the following Monday): No charge
- Cancellation later than midday (12:00) of the day before the class (or later than 12:00 midday Friday before a class the following Monday): no refunds, the lesson is lost.

### i. Under 18's

Maximum enrolment age for juniors in closed groups is 17.

### j. Renting a course book

Student can rent course books by paying a deposit at the reception.

The rental is subject to availability. Each student is responsible to ensure they keep the books in good condition. We reserve the right to keep the entire or part of the deposit if We decide, at our discretion, that abnormal wear / misuse of the book has occurred. You can keep the book during the entire period of your course booking. However, if you don't return the book, the last day of your course (latest), you will lose your entire deposit.

### k. Services provided

We reserve the exclusive right to withdraw or limit any free services provided including but not limited to; the wireless fidelity, computer access, speaking classes, borrowing book services.

### l. Other costs

Reissuing lost/misplaced student certificates: £15

Reissuing lost/misplaced student id cards: £10

## VI. OUR LIABILITY / FORCE MAJEURE

Our courses and other related products and services, including our website, are provided on an "as is" basis and save as expressly stated herein without representations, conditions, warranties or other terms of any kind, either express or implied, including, without limitation the conditions implied by law of satisfactory quality, fitness for purpose and the use of reasonable care and skill.

- Marketing materials/website: Anything stated in marketing materials cannot be an incorporated condition of contract between us and our student.
- Accreditations: Moreover any accreditations/memberships related to Speak Up London, including but not limited to; the British Council, English UK, Trinity college, Cambridge ESOL exam preparation centre is not a legally-binding condition of your contract except where any accreditation or authorization is required by law.
- Services provided: Free services including but not limited to the wireless fidelity, computer access, speaking classes, borrowing book services are provided on an "as is" basis. They are not a legally-binding condition of your contract.
- Services provided by third party: (including but not limited to the accommodation and airport transfer) We do so only as an intermediary between you, travel and accommodation agencies. Unless and to the extent caused by Our negligence, We will not be liable to you for any losses arising from any delays or failures relating to travel and accommodation arrangements. We will, however, use our reasonable endeavours to defend your interests and mediate on your behalf in the event of any breach of contract on the part of a travel and accommodation agencies.

Speak Up London and its staff and representatives will not be liable for loss, damage or injury to persons or property howsoever caused, except where liability is expressly imposed by law.

We do not exclude or limit in any way Our liability for death or personal injury caused by Our negligence or the negligence of Our employees, or for our liability for fraudulent misrepresentation or misrepresentation as to a fundamental matter or, for other liability which cannot be excluded or limited under applicable law.

Speak up London will not be responsible for any failure to comply with any of its obligations (and therefore shall not be required to provide any compensation) if the cause of the failure occurs beyond Speak Up London's reasonable control.

Nor shall SPEAK UP LONDON be responsible for any costs incurred by or on behalf of the student as a result of any such cause. Such causes shall include but shall not be limited to war, threat of war, riots, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, unusually adverse weather conditions and infectious diseases.

## VII. TRANSFER

Flight details including: arrival time, flight numbers, airline and point of origin must be submitted to Us seven (7) days prior to arrival in order for Speak Up London to provide airport transfers.

No refunds will be granted on transfers if flight details are not sent to Speak Up London at least seven (7) days prior to arrival. Airport transfer fees include a maximum of an hour's (1) waiting time. In the event of delays exceeding 1 hour, students will be charged the additional fee at the school.

## VIII. OTHER IMPORTANT TERMS

### a. Supervision

Please note Speak Up London does provide supervision for students who book an adult course, see our safeguarding policy on our website.

### b. Expulsion

Speak Up London reserves the right to expel students for unacceptable behaviour or lack of attendance. No refund will be given. Repatriation comes at student's own expense.

### c. Damage to property

Students must pay the full cost of any damage they cause to property.

### d. Governing law and Jurisdiction

These Terms are governed by English Law. You and We both agree to submit to the non-exclusive jurisdiction of English courts. However, unless both parties agree, the jurisdiction will depend on the English courts.

### e. Photography & Filming

Speak Up London may take promotional photographs and video footage of students. If students do not wish to participate, Speak Up London will respect their wishes but it is students' responsibility to exclude themselves from the photograph/video. CCTV recordings are kept by the school and by booking a course with us, you are giving your consent to being recorded by our CCTV.

### f. Personal Information

We will use the personal details (including sensitive information about health, religious practices or dietary requirements) that you provide to Us:

- To administer and provide our Courses to you
- For internal training and monitoring purposes
- To provide the most suitable accommodation for you

We will not give your personal data to any third party other than:

- If strictly necessary for Us to perform our contract with you
- To an accommodation agency for your booking
- To schools and offices within our group of companies.
- Any official bodies who request it under UK Law

You have the right to access information held concerning you. Your right to access can be exercised in accordance with the Data Protection Act 1998. Any access request may be subject to:

- a request in writing, and
- a fee of £10.

### g. Privacy Policy

1. We do not store credit card details nor do we share customer details with any 3rd parties.

### h. Intellectual Property

Any electronic or printed material, that is provided to students during the courses their tuition are the property of Speak Up London.

You may not use or reproduce any Intellectual Property from our teachers or from our site, including any emails, marketing materials, registered or unregistered, for any reason without written permission from the relevant party.

2. Delivery Policy – All lessons are delivered on site unless otherwise agreed.