

#### **Terms and Conditions**

#### 1. Course Rules

We expect and hope that all students registered with Language in Action will get the very most out of their experience and go home with improved speaking skills and confidence. We also hope that they make every effort to show respect at all times to fellow students and members of Language in Action staff.

The course rules are outlined below and are designed to ensure that all the students and staff, clients and partners of Language in Action are able to enjoy courses, and a safe working environment, free from any unpleasant, intimidating, aggressive or racist behaviour. This includes social media and all online behaviour. Please note that Language in Action social media sites are monitored and any form of cyber bullying, antisocial or racist behaviour will not be tolerated.

Any student breaking the rules stated below may be dismissed from the course. Furthermore, any student who breaks UK law or behaves in an aggressive, intimidating or racist manner will face instant dismissal from the course. Should a student face instant dismissal, the student will be withdrawn from the course with immediate effect and will need to return home at the parent's expense at the earliest possible opportunity.

Students are expected to attend all classes, meals, arranged activities and excursions.

Any damage to property, equipment and rooms will be charged to the student and may result in dismissal from the course.

Consumption or possession of alcohol by students of any age is not permitted and will result in dismissal from the course.

Drug-taking or possession of drugs will result in instant dismissal from the course.

Smoking is not permitted in any part of the school and accommodation.

Any student who leaves the accommodation after curfew may be dismissed from the course.

Personal mobile phones must be turned off during lessons and when requested.

Please refer to the student disciplinary chart for further details.

## 2. Welfare and Safeguarding

Language in Action takes full responsibility for the welfare and safeguarding of all students during their time on the company's sites and campuses, and on excursions/activities arranged and supervised by the school staff. These include any activity/visit as advertised or arranged with clients of the company for closed groups and any individuals studying with us and will ensure a minimum supervision ration of one adult for every 15 students.



Students on our residential summer courses are accompanied by their Group Leaders / Teachers / Medical Staff and those accompanying adults hold the primary responsibility for their students' pastoral care. Language in Action staff will take the leading role in supervising excursions and social activities to secure a supervision ratio of at least one adult every 15 students and will provide a structured pastoral care framework.

Every student has the right to enjoy and participate in the programme they have booked. Language in Action reserves the right to terminate the programme of any person or group at their own cost if their behaviour causes distress or damage to others on the programme, or who break UK laws.

Students need to be in good mental and physical health when starting a course. Any matters relating to health must be declared upon course application. Language in Action reserves the right to terminate the programme of any person or group at their own expense if their medical condition affects their ability to participate normally on any programme.

Language in Action cannot be held liable for damage, injury or accident to students' persons or property.

# 3. Payment and Deposit

A non–refundable deposit of 10% per person needs to be paid within 14 days of receiving the booking acceptance from Language in Action.

The Remaining Balance must be paid to Language in Action no later than four weeks before arrival. All bookings made later than 4 weeks before the start date must be paid in full within 7 days of receiving the booking acceptance or 7 days before the course starts, whichever is the sooner.

#### 4. Cancellation

All cancellations must be made in writing and take effect from the date we receive such notice. The following charges apply for courses cancelled:

Cancellation fee 4 weeks or more before commencement: 20% of the course. Less than 4 weeks before commencement: 100%. No fees are refunded once the student has commenced the course.

## 5.Changes

Language in Action reserves the right to change details of its services, including courses, facilities, accommodation and course dates, where circumstances beyond the company's control necessitate such changes or where the number of enrolments is not enough to operate a course viably.

## **5.1 Changes to enrolments**

Language in Action reserves the right to charge an Administration Fee of £35 each time course or accommodation details are changed or cancelled after a place has been confirmed. Additionally, when a change request for a previously confirmed accommodation is received less than 7 days in advance of the scheduled arrival date, an equivalent week's accommodation penalty fee will be charged. These fees will not apply to upgraded or extended courses.



## 6. Public Holidays

If a course includes a public holiday, then there is no reduction in the course fees. Please note we do not run classes on these days.

Public Holidays in England and Wales in 2017:

14 April Friday - Good Friday

17 April Monday - Easter Monday

1 May Monday - Early May bank holiday

29 May Monday - Spring bank holiday

28 August Monday - Summer bank holiday

25 December Monday - Christmas Day

26 December Tuesday - Boxing Day

## 7. Travel arrangements

Course participants are responsible for their own travel arrangements to and from the UK.

Airport transfers are not included in the fees and can only be arranged upon request.

## 8. Accident & medical insurance

Every student must have appropriate insurance and provide a document with the student's name and date of coverage as proof. Copies of all such insurance policies and evidence that all premiums have been paid needs to be sent to Language in Action. The company recommends that all students take our own insurance which is tailored to the needs of international students.

## 8.1 Using NHS services

Visitors from the European Economic Area (EEA) are strongly advised to bring a valid European Health Insurance Card (EHIC), otherwise they may be charged for their healthcare. The EHIC is free of charge and everyone can apply or renew a card via the official EHIC online application form: <a href="https://www.ehic.org.uk/Internet/startApplication.do">https://www.ehic.org.uk/Internet/startApplication.do</a>

The EHIC provides state healthcare at a reduced cost -sometimes free. It covers individual for necessary treatment allowing them to continue their stay until their planned return.

Dental treatment is not free of charge.

For more information, please visit:



http://www.nhs.uk/NHSEngland/AboutNHSservices/uk-visitors/Pages/accessing-nhs-services.aspx

## 9.Expulsion

Language in Action reserves the right to expel or evict from the course any student whose conduct is unsatisfactory according to the 'course rules' as outlined above or at the discretion of the Centre Manager and or General Manager of Language in Action. Please refer to the student disciplinary chart for further details.

## 10.Promotional activity

Language in Action reserves the right, unless we are advised to the contrary by the parent/guardian in writing, to use photographs or video clips of our students as part of Language in Action's promotional material.

Students will be asked to fill out a questionnaire at the end of the course. Language in Action reserves the right to use this material in future promotion, unless otherwise stated by the parent/guardian.

### 11.Agents

All the above terms are applicable to direct students and Agents unless variations are expressly agreed between the Agent and Language in Action in writing.

## 12.Liability & Changes

Language in Action has public liability insurance. Nothing in these terms and conditions shall operate to exclude any liability of Language in Action for personal injury or death caused by the negligence of the company or those employed by the company.

The details of the programme have been published in good faith. We reserve the right to make any changes or alterations to any aspect of the course, in the event of unsuitable weather conditions or other factors beyond our control.

## 13. Force Majeure

Language in Action is not liable in the event where it is unable to fulfil any service to which it is contractually bound because of fire, natural disaster, acts of government, failure of suppliers or subcontractors, labour disputes or other reasons which are outside its control.

#### 14. Resolution of dispute

In the event of a dispute between an individual student and the company, procedures are in place to facilitate the resolution of the dispute. Any complaint should first be made to the student's Centre Manager/Director of Studies. Each complaint will be fully investigated provided that it is received within a month of the course ending and all fees have been paid.



Language in Action and its staff and representatives will not be liable for loss, damage, cost or injury to persons or property howsoever caused, except where liability is expressly imposed by law. Language in Action will not be liable in the event that any service contracted to be supplied by Language in Action becomes impossible to supply for any reason or any cause outside the control of Language in Action.

# 15.English Law

English Law shall apply to the contract, and the parties agree to submit to the non-exclusive jurisdiction of the English Courts.