

# Terms and Conditions for students

#### 1. Enrolment for Adult student

- 1.1. English in Margate (EiM) is a trading name for Margate Language Centre Ltd.
- 1.2. EiM accepts all bookings on the understanding that the student is over the age of 16 (please see section 2 for the enrolment of students under 18 years of age) and has an English level that we consider to be between elementary and advanced. We do not accept beginners or proficiency students on group courses. We reserve the right not to allow a student to start a course if they do not meet these criteria, or to place the student in a class with fewer lessons and a different syllabus, with no right of financial compensation, to better suit the needs of the student.
- 1.3. EiM may alter or cancel the course programme, change teachers and location and alter dates from those stated in the brochure without prior notice.
- 1.4. Enrolments are accepted on the understanding that the student has no illness or infirmity which might adversely affect the success of the stay, and that any transmissible disease or pertinent medical condition suffered by the student must be declared at the time of booking.
- 1.5. EiM will only disclose its students' details to relevant partners and suppliers (such as our homestay hosts and taxi suppliers) to enable the stay to be organised properly and will not disclose students' details to other external parties, except where required to do so by law to the UK authorities and in accordance with the Data Protection Act.

We reserve the right to contact the students for future marketing purposes.

- 1.6. Students are strongly advised to take out appropriate travel and medical insurance before travelling to England.
- 1.7. EiM acts solely as the agent (not the principal) in providing homestay accommodation for students.
- 1.8. EiM reserves the right to use photographs taken in and out of class for promotional purposes. If a student objects to his or her photo being taken, they should indicate this at the time of booking. These photos have no commercial or contractual value.

## 2. Students under 18 years of age

- 2.1. The student's parent or legal guardian must complete a Consent to Travel and Medical Consent declaration for every student under the age of 18. The form must be completed and sent to English in Margate before the commencement of the course on which the student is enrolled. 2.2. It is the parent/guardian's responsibility to arrange private medical and travel insurance for the student and to inform English in Margate of the insurance policy details (insurance company
- the student and to inform English in Margate of the insurance policy details (insurance company name, address and emergency contact number; insurance policy number) before the student travels to the UK.
- 2.3. The student must keep a copy of the Consent to Travel and Medical Consent declaration on their person during their journey to and from the UK.
- 2.4. If a student has any medical conditions or allergies these must be indicated on the Consent to Travel and Medical Consent declaration.
- 2.5. If a student takes regular medication and needs to bring it to the UK, the student remains responsible for that medication and for its administration. The name of the medication, the quantity that needs to be taken, and the frequency with which it needs to be taken should be indicated on the Consent to Travel and Medical Consent declaration.
- 2.6. If emergency medical treatment is required, and English in Margate has not been able to contact the student's parent/guardian, English in Margate is authorized to take whatever steps are necessary and in the best interests of the student in order to make sure that appropriate treatment is sought and administered by professional medical personnel.
- 2.7. In case of an emergency, and while professional medical advice and assistance is being



sought, representatives of English in Margate who hold relevant certification are authorized to administer, if necessary and appropriate, first aid to a student.

- 2.8. Most emergency treatment in the UK is provided free of charge at point of use. If medical fees or other relevant expenses are incurred the parent/guardian will be responsible for payment of such fees. If English in Margate needs to pay at point of use, or incurs any expenses in seeking the necessary treatment, the parent/guardian will reimburse English in Margate for the full cost.
- 2.9. Students are allowed out in the evenings only until the agreed curfew (10.30pm) and for activities organised by the school. If an organised activity requires students to be over 18 then under 18s will not be allowed to join the activity. Signing the declaration implies agreement with the general principle that students will go unsupervised outside lessons and organised activities, e.g. to and from school or back home in the evenings.
- 2.10. Students under the age of 18 are children in British law. All students under 18 are expected to abide by UK laws which relate to the restriction of activities to under 18 year olds: in particular the purchase and consumption of alcohol and tobacco.
- 2.11. From time to time representatives of English in Margate take photographs of students while they are in lessons or on activities and excursions that are part of the programme. These photographs are sometimes used in English in Margate publicity but are never uploaded onto social media sites. The students are never named. Signing the declaration implies approval of this practice.
- 2.12. English in Margate requires a photocopy of the student's EHIC health card (if they have one) and a photocopy of the photo page of the student's passport or a copy of both sides of their national photo ID. These copies must be attached to the Consent to Travel and Medical Consent 'EHIC card and photo ID' form.

### 3. Enrolment confirmation and payment

- 3.1 Once your completed application form and deposit have been received and accepted, you will be sent confirmation by email with an invoice for the balance due. Fees must be paid in full four weeks before the start of the course. Your course and accommodation will be cancelled if payment is not received and you do not contact us about this.
- 3.2 Payments should be in Sterling (£) or Euros (€) according to your invoice. All currencies not listed should be paid in Sterling (£).
- 3.2.1 Credit card payment should be made at the following secure web address:

https://englishinmargate.com/payment/

3.2.2 Bank transfer:

Account name: Margate Language Centre

Address: Natwest Bank plc, 13 Cecil Square, Margate, Kent, CT9 1XY, England

Sterling account number: 07239149 Sterling sort code: 60 – 14 – 05

Swift code: NWBKGB2L

IBAN number for Sterling payments (£): GB60NWBK 6014 0507 2391 49 IBAN number for Euro payments (€): GB02NWBK 6072 0406 1265 88

Please note that Natwest bank's inland payment department charge 7 GBP for all payments received in sterling, so if paying by bank transfer, you must add 7 GBP to the total amount to be transferred.

#### Cancellations and refunds

- 4.1 Full fees for all courses are payable and are non-refundable unless we receive a cancellation notice at least 28 days before the scheduled date of arrival, in which case the £250 deposit is forfeited.
- 4.2 If the course is cancelled from 28 days to 7 days before the start of the course, 50% of the fees may be refunded; there would be no refund if a cancellation is made less than 7 days before



the start of the course.

- 4.3 All cancellations must be notified in writing to the school and are only validated with written acknowledgement of receipt from the school.
- 4.4 EiM cannot refund fees to students who start the course late, miss classes, choose to exchange their course for one of lesser value or leave early for any reason.
- 4.5 There is no refund for lessons lost due to public holidays.
- 4.6 Travel disruption: adverse weather, strikes and other unforeseen events

chosen, for the days' accommodation confirmed in the booking confirmation.

4.6.1 Arrival: For a cancellation within 48 hours of the course start day due to disrupted travel caused by adverse weather, strikes or other unforeseen events, there will be a cancellation fee of £200. The normal cancellation fee of the first week's payment (see terms and conditions below) will not be charged in these exceptional circumstances. If the course is postponed to a later date, 50% of the cancellation fee will be discounted from our invoice when new dates are given.
4.6.2 Departure: Students are responsible for making their own accommodation arrangements if they are unable to leave on their departure day owing to disrupted travel caused by adverse weather, strikes or other unforeseen events. EiM is only contracted to provide accommodation, if

### 5. Courses at EiM

- 5.1 Students are expected to attend classes every day and to be punctual. Students arriving persistently and/or significantly late for class will be asked to wait until the next break before being able to join the class.
- 5.2 If you are a sponsored student, the sponsor will be informed if your attendance is poor.
- 5.3 EiM retains the right to dismiss any student for reasons of serious misconduct, as considered by the school, without refund of fees.
- 5.4 Changes in course type after arrival, at the request of the student, may be subject to an administration charge of £30.
- 5.5 Course changes are subject to availability, the terms of a student's visa, language levels, academic progress and attendance record and payment of any additional fees due.
- 5.6 In the event of a student requesting to change to a course of lesser value, no refund will be payable on the initial course fee paid.
- 5.7 EiM does not accept responsibility for any loss, damage or misadventure you may suffer in the homestay, the school or elsewhere, or if you miss classes due to circumstances beyond our control. You are liable to pay for any damage you cause at your accommodation.
- 5.8 EiM is insured with Public Liability Insurance. 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 school premises. This condition also applies to public and private places when students are on school activities and/or excursions. The school will not be responsible for resolving any issues that arise from lack of insurance cover on the part of the student.

# 6. Accommodation & Holidays

- 6.1 Students are expected to be out of their homestay accommodation during the school hours (from approximately 9am to 5pm, Monday to Friday) unless they are unable to attend classes due to sickness. Students should notify the school of illness before 9.15am so that the teacher can be informed.
- 6.2 We are happy to consider a request for a change of homestay but an administrative charge of £30 may be incurred at the school's discretion. For long-stay students we ask that at least two weeks' notice is given.
- 6.3 Students staying in self-catering accommodation will be asked to pay a refundable deposit of £80 prior to or on arrival at the School. This covers any loss, damage or breakages in the accommodation. Any damages or losses will be deducted from the deposit. it is the student's responsibility to keep the accommodation clean and tidy during their stay.



- 6.4 A supplement of £20 per week will be required for diets that require buying specific products, e.g. gluten-free, soya, etc.
- 6.5 The school must be informed of any guests staying in self-catering accommodation. A supplement of £30 per night per person will be charged for any guests staying overnight.
  6.6 If you are on a long course you should pre-book the number of weeks' holiday you wish to take before the start of the course.
- 6.7 If you are on a long course with an agreed number of holiday weeks, any luggage to be kept in the homestay must be arranged with the host.
- 6.8 All students must notify the school of the specific dates of the holiday you wish to take at least two weeks in advance. Students who wish to book a holiday with less than one week's notice may do so at the school's discretion.
- 6.9 When students notify the school of their holiday on time, the week(s) of course and of accommodation lost will be made up for after the end of their stay, provided that their visa is still valid. In case their visa validity does not allow students to extend their stay, students can have a refund for the accommodation fees, but not for the course fees.
- 6.10 We cannot guarantee that students will return to the same class on their return.
- 6.11 Transfers from and to the airports booked through EiM might be shared by two or more students if destinations and times coincide.

#### 7. Visas

- 7.1 It is the student's responsibility to ensure that they have the correct visa type and appropriate leave to remain in the UK. If that is not the case, the course will be terminated and tuition fees forfeited.
- 7.2 In order for English in Margate to issue a visa letter, we require payment of £200 plus £50 registration fee.
- 7.3 If a visa invitation letter has been issued and the visa application is refused, a refund minus £50 and any additional costs incurred (i.e. cost of courier visa letter) would be made upon receipt of a copy of the visa refusal document.
- 7.4 Once in the UK, if a student's visa requires registration with the police or any other formal registration, the student will be solely responsible for complying with such requirements and this will be at the student's expense. Should a student be deported due to failure to comply with visa regulations while in the UK, his or her fees will not be refunded.

#### **Further Visa Information**

## 8. Force majeure and epidemics

- 8.1 The school is not liable for failure to perform its obligations if such failure is as a result of Force Majeure (including fire, flood, earthquake, storm, hurricane, infectious diseases or pandemics or other natural disaster that are beyond the reasonable control of the parties), war, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity [or telephone service].
- 8.2 If the school asserts Force Majeure as an excuse for failure to perform its obligations, then the school must prove that it took reasonable steps to minimise delay or damages caused by foreseeable events, that the school substantially fulfilled all non-excused obligations, and that the other party (student, agent etc.) was give timely notification of the likelihood or actual occurrence of the event.
- 8.3 In the event of an outbreak of infectious disease, all students are required to comply with rules regarding quarantine as set by government agencies or by the school.



### 9. General

- 9.1 The school reserves the right to amend or alter its terms and conditions without providing further notice, including its courses and course prices. In such cases, any newer version automatically replaces the previous version and becomes valid for all courses and students from the date of its implementation. However, if we accept you on a course, the prices and conditions will be fixed.
- 9.2 If you have booked through an agent, their terms of contract may apply to you, but we reserve the right to apply our own terms.

Last update March 2023