

## **Terms & Conditions**

### **General**

The student shall not be permitted to assign their booking to any third party.

The student may not make use of the school's facilities or name, other than for the purposes arranged directly by the school.

### **Booking a Course**

LILA reserves the right to refuse bookings.

Courses (with the exception of one-to-ones) are charged on a weekly basis. LILA will not allow students to book and pay for any partial weeks.

### **Course Cancellations by Student**

Any cancellation of a booking must be made in writing (post/email). Students must complete refund form.

The cancellation will be considered as per the date it is received by LILA, not the date it was sent by the applicant.

Fees may be charged dependent on the circumstances and time frame of the cancellation application.

Any cancellation made before the start of the student's course will be considered under the terms of the LILA Course Refund Policy.

Any request for a refund must be made in writing and will be considered under the terms of LILA's Refund Policy.

Any cancellation or course curtailment made by a student during their course of study is not entitled to a refund; they may be offered either an alternative course or credit for a future booking. Extenuating circumstances will be considered (See Refund Policy for details on Special Circumstances). Where students are sponsored by their embassy, LILA may have existing agreements.

### **Classes**

Classes are subject to a minimum number of 6 students.

LILA reserves the right to alter the advertised course schedule; this includes the cancellation of a course.

Where a course has been cancelled by the school; the student shall be offered alternative dates or a full refund.

LILA makes every effort possible to provide a nationality mix; however, this arrangement is subject to seasonal enrolments & availability

Courses run at LILA are for adults unless otherwise advertised.

Students must be 16 or over to attend.

Students under 18 must have parental consent to attend an adult course.

LILA reserves the right to alter the timetable. Students will be given prior notification of any changes.

LILA reserves the right to merge, split, cancel or otherwise alter a class's composition.

LILA reserves the right to change any teacher in any given class.

If a student's English level is not suitable for the course they have booked, LILA reserves the right to move them to a different level.

LILA reserves the right to change a student's class level; this will be done in consultation with student's teachers and the LILA academic staff. The decision of the academic staff is final.

A certificate for the completion of the course will only be issued to those students who have an attendance rate of 80% or above. Letters of enrolment can be issued by LILA at the school's discretion for those students whose attendance rate is lower than 80%.

LILA may use additional classrooms in other buildings situated near the school, including local colleges/universities.

All students must have the relevant course book to gain entrance to a class. Should a student's class level be changed, a new course book must be purchased. Entrance to class may be refused if a student does not have a course book.

### **Trinity and Cambridge Exams**

LILA\* cannot complete forms for students applying for Spouse Visas, Citizenship, Permanent Residency, or any other application for the Home Office.

LILA\* staff cannot comment on any application regarding your Home Office application process.

In the event of you not passing the exam you take at LILA, no refund will be given. If you wish to take the exam again you must go through the application process as a new candidate.

LILA\* has no control or influence over your exam result.

LILA\* has no control over the time taken for your certificates to be sent to you from Trinity College London or Cambridge.

Unless you state otherwise, your exam certificate will be sent to the address you write on your application form.

If the correct form of identification is not brought to the exam, you will not be able to complete the exam session.

Candidates must check details such as spellings, date of birth, ID numbers, expiry dates at the enrolment stage of application because any mistakes at this point cannot be changed. A replacement certificate cannot be issued and your money cannot be refunded. You will be sent an email with the information used to enrol you on the exam, if you do not reply to this email and a mistake is later found, it is too late to make any changes.

### **Data Protection & Use of Information**

Information collected and held by LILA about a student is done so lawfully and in line with the Data Protection Act 1998. A copy of the

Data Protection Act 1998 can be made available upon request.

LILA confirms that the student's information will not be passed to any 3rd party without prior consent, with the exceptions of those stated in Part IV of the Data Protection Act; most notably, Sections 28, 29 and 36.

LILA may use your information to send you offers and promotions from time to time. If you do not want to receive these offers, email [marketing@liverpoolila.com](mailto:marketing@liverpoolila.com) with the subject heading "Unsubscribe"

Student's photos, quotes or details of achievements may be used for promotional purposes without written consent or notification. Any objections to this must be made in writing.

LILA will inform agents, embassies and parents where appropriate about the behaviour, progress and attendance of students.

### **Insurance and Liability**

LILA's insurance policy covers accident or injury on the school premises only. It does not cover illness, theft, damages or loss of a student's personal effects.

LILA holds no responsibility for any illness, theft, damages or loss of personal effects and strongly recommends that students take out personal insurance which covers, as a minimum, travel, health and money. EU Nationals may be eligible for health cover through the E111.

Any activity undertaken by a student during their stay is strictly at their own risk and the school will accept no responsibility. This includes activities where a staff member is present, whether or not in an official capacity.

LILA will not be held responsible for any difficulties a student may face due to any undisclosed medical conditions.

### **Cancellation by school**

LILA reserves the right to cancel/adapt any course.

LILA will refund payments under the following circumstances:

- A) School closure due to circumstances outside of our control – this does not include adverse weather conditions
- B) If school is unable to provide reasonable space to conduct the course
- C) If student's application compromises the reputation of school prior to arrival
- D) Avoid breach of the above conditions

LILA is not obliged to refund payments under the following circumstances:

- A) Reasonable repair work or decoration to the premises
- B) If student is unable to pay in full at a prearranged time
- C) If student is unable to arrive at prearranged time/day
- D) If student breaches the Terms and Conditions

### **School Closure & Bank Holidays**

LILA will be closed for all Public Bank Holidays.

LILA is not obliged to carry over any missed hours or refund a student for missed time due to any Bank Holiday.

### **Absences and "made up" classes**

LILA is not obliged to carry over any missed hours due to the student's absence nor is the student necessarily entitled to any refund for those missed hours.

A student on a one-to-one course can have their lesson rearranged for no charge if 24 hours' notice is given. Any cancellation within 24 hours will still be subject to the normal course fee.

### **LILA and Agents**

Students who have booked through an Agent will be subject to the Agent's Terms and Conditions; however, LILA reserves the right to apply our own Terms and Conditions.

### **Payments**

Course fees must be paid in full before the commencement of the course unless otherwise agreed by LILA.

Any delays in payment may result in the student losing their guaranteed place in school/accommodation and/or immediate expulsion from accommodation/course.

The student is liable to pay all bank charges; any balance outstanding must be paid by the student on arrival. The student agrees to pay all charges by the due date that being not later than their leaving the course, following which interest will be charged daily at 2% LILA reserves the right to withhold or withdraw credit facilities at any time without notice.

### **Resolution & Disputes**

Should a student be dissatisfied with the service LILA provides they are advised to refer to the LILA Complaints Procedure.

### **Student Conduct & Liability**

LILA reserves the right to adapt and change the rules of conduct at any time to ensure the wellbeing of students. Student shall leave the school promptly at appropriate time and comply with any reasonable requests made by LILA employees.

Students will be liable for any loss or damage to any LILA property; this includes the building, school grounds or any objects therein and shall indemnify LILA against and loss or liability.

Students will be liable for injury caused to any other person and shall indemnify LILA.

### **(Grounds of) expulsion**

LILA reserves the right to refuse admission to a student or expel them from their course due resulting from their misconduct or unsatisfactory attendance/work.

Student rules of conduct are clearly laid out in the Student Handbook and it is the student's responsibility to make themselves familiar with those rules.

Expelled students are not entitled to any refund of fees.

### **Visas**

The student is liable to pay the cost of any courier delivery as well as all bank charges.

In the event of delay in the issue of the visa, no additional costs will be incurred (with the exception of additional courier and accommodation fees where necessary).

LILA is obliged to comply with the Sponsorship Duties set out by the UK Border Agency. These duties include informing the Department of Immigration of any change of status where a student completes his or her course early, transfers to another provider, is excluded on academic grounds and fails to meet his or her visa conditions, defers or intermits his or her study, is absent for 10 consecutive sessions, or otherwise changes the expected completion date of his or her study.

This list is not exhaustive.

LILA reserves the right to suspend a student from their course of study should the Academy have reason to believe that the student is in breach of the terms of their visa or UK Immigration law.

It is the student's responsibility to check the details provided on any CAS Statement or Student Visitor Visa Acceptance Letter; LILA will not be held responsible for any clerical errors. A draft version of each type of document will always be sent to the student to be checked before the document is finalised and issued officially.

LILA reserves the right to withdraw their sponsorship of a student should the student breach the Student Code of Conduct or their visa conditions.

### **Accommodation**

A weekly stay is classed as 6 nights. Up to two additional nights will be charged on a nightly basis. Any more than two nights will be classed and charged for as one week at the accommodation rate.

LILA will not provide accommodation for students under the age of 16 without an accompanying adult.

Students aged under 18 years must book transfers with LILA\* as part of their accommodation package. If a LILA\* accommodation package is not requested it is the responsibility of the parents/guardians to make suitable transfer and accommodation arrangements.

LILA will only provide homestay accommodation for students under the age of 16 for bookings of less than 28 days.

Should a student be absent from their booked accommodation for a long weekend (i.e. Friday-Sunday etc.) charges will still apply and they are not entitled to a refund.

Should the student wish to leave their luggage at their accommodation whilst they take a holiday from the school they may have to pay a retainer fee. Prices can be made available upon request.

Any extensions to accommodation must be applied and paid for a minimum of 10 working days before the extension's start date; otherwise, LILA cannot guarantee the extension will be possible.

LILA will endeavour to place a student in their accommodation of choice, subject to availability.

Should an accommodation placement not be available, LILA will endeavour to provide an alternative at similar cost.

LILA reserves the right to ask student to leave their accommodation with immediate effect should the student breach the terms and conditions or due to the student's misconduct.

Accommodation cancelled up to **28** days before the start date will be refunded in full except for the Accommodation Booking Fee.

Some accommodation charges may still apply should a student choose to leave their accommodation early. The student should discuss this with the Accommodation Officer.

The Accommodation Booking Fee applies only once, unless the student requests a transfer to a new address. LILA will honour a payment of one week to the accommodation provider should a student cancel between 1-9 days prior to the scheduled arrival date.

Should an accommodation provider cancel with less than 48 hours' notice (other than in extenuating circumstances), they may be removed from LILA's database at the discretion of the Directors or their nominee. Should an accommodation provider breach the terms of their agreement with LILA, LILA reserves the right to remove the provider from the database and/or withhold payment at the discretion of the Directors or their nominee.

Accommodation is only allocated once visa is granted and confirmation sent to LILA.

Any postponement to an accommodation booking (including visa delay) may be charged 1 week of accommodation. LILA requires 7 working days' notice to guarantee no charge will be incurred.

Any postponement (due to a visa delay or otherwise) may result in the student being reassigned to a different accommodation provider.

LILA reserves the right to place a student in accommodation different from originally requested, if the visa is confirmed less than 7 days before start date.

## Accommodation Refunds

Category	Time application received	Amount refunded	Documentary evidence required
Withdrawal by student	Up to 28 days before start	All payments less: Acc. Booking Fee	
	8-28 days before start	50% of fees less: Acc. Booking Fee The remaining 50% in school or course credit.	
	0-7 days before start	No refund. School credit or course change may be offered	
	During course	No refund. School credit or course change may be offered	

### Notes

In the case of exceptional circumstances refunds may be permitted at the discretion of the Accommodation Officer and approval of the Operations Manager

## Accommodation Extensions

Extensions	Length	Fees chargeable
<b>Same accommodation</b>	< 4 weeks	£45 Acc. Booking Fee and Fees
<b>Change accommodation</b>	<4 weeks	£45 Acc. Booking Fee, £25 additional night and Fees
<b>Same accommodation</b>	>=4weeks	Fees only
<b>Change accommodation</b>	>=4 weeks	£25 additional night and Fees

### Notes

There is no guarantee that there will be availability for accommodation extension.

Students who choose to change accommodation during their stay will be charged a £45 Acc. Booking Fee.

Students who change accommodation mid-week will be charged a full week for both accommodations. Weekend changes are advised to avoid additional fees

Wavering of the mid-booking changes are at the Accommodation Officer's discretion and with the approval of the Operations Manager.