

# Terms and Conditions

## Contents

|  |    |
|--|----|
| General .....                                    | 2  |
| Booking a course .....                           | 2  |
| Course cancellations by student.....             | 2  |
| Classes.....                                     | 2  |
| Cambridge Assessment English exams.....          | 3  |
| Data protection & use of information .....       | 4  |
| Insurance and liability .....                    | 4  |
| Student insurance.....                           | 5  |
| Cancellation by college.....                     | 5  |
| College closure & bank holidays.....             | 5  |
| Absences and “made up” classes.....              | 6  |
| LILA and Educational Tour Operators (ETOs) ..... | 6  |
| Payments .....                                   | 6  |
| Resolution & disputes.....                       | 6  |
| Student conduct & liability.....                 | 7  |
| (Grounds of) expulsion .....                     | 7  |
| Visas .....                                      | 7  |
| Proof of identity and eligibility to study.....  | 8  |
| Accommodation.....                               | 8  |
| Under 18s.....                                   | 9  |
| Photography and filming .....                    | 9  |
| Health declaration .....                         | 10 |

## General

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

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

## Booking a course

LILA reserves the right to refuse bookings.

Courses (except for one-to-one lessons) are charged on a weekly basis. LILA will not allow students to book and pay for any partial weeks.

## Course cancellations by student

Any request for a refund must be made in writing using the Refund Form.

All refunds will be considered under the terms of LILA's Refund Policy which can be found at <https://lilalovetolearn.com/lila-policies/> .

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 timeframe of the cancellation application.

LILA recognises and is compliant with the UK consumer right of a 14 day "cooling off" period. During the 14 days, the student can cancel for any reason and claim their money back. However, should a student request a service to be provided during the cooling-off period, we reserve the right to retain the cost of services provided up until the point of cancellation.

## 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 college; 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 ages 16+ unless otherwise advertised.

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 class level. Any changes will be made in consultation with the student's teachers and LILA academic staff. The decision of the academic staff is final.

For those students whose final attendance is below 80%, the attendance will be included on the end of course certificate.

LILA may use additional classrooms in other buildings situated near the college, 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.

Students aged 18 and over who arrive more than five minutes late will not be admitted to their lesson. However, students under 18 may be allowed to enter after this time due to safeguarding requirements.

## Cambridge Assessment English exams

Examination entry deadlines are set by the relevant third-party provider. LILA has no control over, and cannot amend, these dates.

Candidates must fill out an application form either by hand or online with the information we will use to enrol them on the exam. Once they have enrolled and paid for the exam, they will receive a copy of the application form to keep. Candidates must check all details are accurate such as spellings, address and date of birth. Any change requests or mistakes on application forms must be reported to us as soon as possible. It may not be possible to change applications details once submitted. A replacement certification cannot be issued, and money cannot be refunded.

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

In the event of not passing the exam taken at LILA, no refund will be given.

If candidates wish to take the exam again they must go through the application process as a new candidate.

LILA has no control or influence over exam results.

LILA has no control over the time taken for certificates to be sent by Cambridge assessment English.

LILA reserves the right to cancel an exam in the event of college closure or not meeting minimum number required; the student shall be offered alternative exam dates or a full refund.

Certificates are dispatched via a third-party courier. Delivery charges are set by the courier and passed on at cost. LILA has no control over, and cannot amend, these fees.

## 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 2018.

A copy of the Data Protection Act 2018 can be made available upon request.

LILA will only use and share your personal data when permitted by law. This includes sharing relevant information with trusted third parties, such as accommodation providers or welfare services, when it is necessary to deliver the services, you have requested or where we have a legitimate interest to do so.

LILA confirms that personal information will not be shared with third parties for marketing purposes without your explicit consent.

We may also use anonymous data (from which individuals cannot be identified) for monitoring and reporting purposes.

All data will be subject to our Privacy Policy which is available online at <https://lilalovetolearn.com/lila-policies/> or upon request

## Insurance and liability

LILA's insurance policy covers accident or injury where we are deemed liable 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.

Any activity undertaken by a student during their stay is strictly at their own risk and the college 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.

## Student insurance

LILA includes student travel insurance provided by GuardMe as part of the enrolment process to ensure students are covered for medical expenses, travel disruption, and other relevant risks while studying in the UK.

The insurance will be automatically added for all students who require a visa to study in the UK and all group bookings (both visa and non-visa). Affected students may choose to opt out of this service.

Students who do not require a visa and are not part of a group booking may choose to opt in to the insurance service.

Full details of the insurance cover will be provided with the enrolment documents.

## Cancellation by college

LILA reserves the right to cancel/adapt any course including to online if, as a last resort, it's deemed necessary.)

LILA will refund payments under the following circumstances:

- A) College closure (where lessons cannot be moved online) due to circumstances outside of our control – this does not include adverse weather conditions
- B) If college is unable to provide reasonable space to conduct the course
- C) If student's application compromises the reputation of college prior to arrival
- D) 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

## College closure & bank holidays

LILA will be closed for all public bank holidays.

LILA will endeavour to but 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 will endeavour, but 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 Educational Tour Operators (ETOs)

Students who have booked through an ETO will be subject to the ETO’s Terms and Conditions; however, LILA reserves the right to apply its 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 college/accommodation and/or immediate expulsion from accommodation/course.

The student is liable to pay all bank charges where LILA has direct contract with the student; 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.

The Education Tour Operator (ETO) is liable to pay all bank charges when the ETO has direct contract with LILA on behalf of the student; any balance outstanding must be paid by the ETO according to the agreement term.

LILA reserves the right to withhold or withdraw credit facilities at any time without notice.

Students can pay by fly wire, bank transfer or post office transfer services.

## Resolution & disputes

Should a student be dissatisfied with the service LILA provides they are advised to refer to the LILA Complaints Procedure which can be found at <https://lilalovetolearn.com/lila-policies/>.

## 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 college 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, college 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 or dismiss a student from their course in cases of misconduct, poor attendance, or unsatisfactory academic performance.

Student rules of conduct are clearly laid out in the Student Code of Conduct 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 (except for additional courier and accommodation fees where necessary).

LILA reserves the right to suspend a student from their course of study should it 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 college documentation; 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 cannot complete any immigration forms on a student's behalf, nor can it give visa advice.

## Proof of identity and eligibility to study

Students must provide proof of identity and eligibility to study in the UK before starting their course. This includes a valid passport, visa documents (where applicable), and proof of their arrival date in the UK, such as a flight confirmation or boarding pass showing their full name.

LILA will take copies of these original documents and store them securely in accordance with data protection regulations. These records may be shared with relevant UK authorities if required.

## Accommodation

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

Should a student be absent from their booked accommodation charges will still apply and they are not entitled to a refund.

Any accommodation changes or cancellations need to be confirmed with the Accommodation Department with at least one week's notice to prevent incurring additional week's charge.

All changes of accommodation, requested by a student, result in an additional one-night's charge if the change takes place over the weekend. Any mid-week changes are subject to additional costs.

If a student wishes to leave their luggage at their accommodation while taking a holiday from the college, they must seek permission from the Accommodation Officer in advance. This may be permitted in limited circumstances, and a charge may apply.

Any extensions to accommodation must be applied and paid at least one week before the extension's start date; otherwise, LILA cannot guarantee the extension will be possible.

If a student chooses to book their accommodation for a shorter period than their course duration, LILA cannot guarantee that the same accommodation will be available should the student choose to extend.

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

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

LILA reserves the right to ask the 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.

LILA reserve the right to charge additional booking fees should a student request more than one change.

Any postponement to an accommodation booking may be charged 1 week of accommodation. LILA requires 7 calendar 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.

## Under 18s

Students under 16 who are not part of a group may only enrol in private lessons, and a parent or approved guardian must be responsible for their supervision outside class times, including drop-off and collection.

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

Students under the age of 18 must have transfers with LILA booked as part of their accommodation package. An exception can be made if the legal guardian designates an accompanying adult and this is deemed safe and acceptable by the college.

If a LILA accommodation package is not requested, it is the responsibility of the parent / guardian to make suitable transfer and accommodation arrangements. LILA must agree these are safe and appropriate.

LILA will not accept independent accommodation for students under the age of 18 without an appropriate overnight guardian.

LILA's Safeguarding Policy can be accessed at <https://lilalovetolearn.com/lila-policies/> for full details.

## Photography and filming

LILA may arrange to photograph or film footage of students for promotional purposes both online and in print.

LILA will obtain student consent. This can be withdrawn at any time whether the student is under or over 18.

A consent form is required from the parent for an under 18 student.

All LILA photos and videos are saved in a secure folder which is password protected with restricted access.

## Health declaration

It is the responsibility of the student and/or student's parents (if under 18) to declare any physical or mental illness which may impact upon the student themselves or any other student, staff or host family, or that may require treatment, monitoring or intervention.

During the enrolment period, LILA reserves the right to reject or curtail any enrolment where a student's health represents a health and safety issue. Any refund in such circumstance would be discretionary.