

## Terms and Conditions

Please read these Terms and Conditions carefully before you make your booking. If you have any questions, please do not hesitate to contact us.

If you are 16 or 17, you need to have the written permission from your parent or guardian to study on our group courses. Please ask your Sales Advisor about anything you do not understand. The school cannot offer group courses to any students younger than 16, but individual lessons for under 16s are available.

### I. GENERAL AND DEFINITIONS

**We/Our/Us:** Speak Up London LTD, 139 Oxford Street, W1D 2JA London.

**You/Your/Student:** Indicates you: the person who has booked our services.

**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, or online if public health measures call for this temporarily. The school is located at 139 Oxford Street W1D 2JA, London, however, the School reserves the right to change the location of courses and 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:

#### a. Bookings

Bookings can be made on our website, directly at the school or via an authorised agent. Bookings are made by completing and submitting the booking form with payment of the total Fees. The terms contained in this document will become binding once the booking is paid (part or full) and application form is submitted. This is when a contract is created between you and Us. When you make a booking with us, this does not mean that we have accepted it until you have received a booking confirmation. If, from time to time, we are unable to supply the agreed course, we will inform you and try our best to offer you a similar course.

#### b. Registration fee

The registration/administration fee is a mandatory fee for all bookings, per person paid once only. It must be received in full before the course start date.

#### c. Learning material fee

Every morning, midday, afternoon or evening group course will have a learning material fee attached to it (please note that for intensive courses fee will be doubled). The school operates on a termly basis of 12-13 weeks each. If your course covers two or more terms, you will need to buy a new book for each new term. For courses of 1-3 weeks, a coursebook rental option is available. In this case, the learning material fee is still applied, but the student will receive a 50% refund of the learning material fee on return of the undamaged coursebook. It is the students responsibility to check for damage before accepting the rental book.

The learning material fee does not apply to the Saturday and individual courses.

#### d. Tuition Payments

Payments may be made by bank transfer, credit/debit card and other secure online payment methods. It must be received in full before 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, for the possibility to pay in Two (2) instalments. In this case, we must receive 50% of the booking fee prior to the course start date and the remaining 50% 4 weeks after your course starts. This is not applicable for visa nationals (see regulation paragraph: Visa Student).

There is a non-refundable £19 charge for paying in instalments. We will give you a clear payment plan, which you must follow to pay any outstanding balances. If your payment is

late, you will not be allowed to attend your classes until you pay. If after 5 working days from the agreed date we do not receive your payment, we will cancel your course and any services attached to it and you will not receive any refund.

Payments must cover all bank/transfer charges and any exchange rate changes. The student is responsible for making sure the payment is received. We reserve the right to refuse any method of payment at any time for any reason.

Please note that all accommodation payments must be made in full before arrival. There is no instalment option for accommodation payments. See terms and conditions for accommodation for full details.

If you are using our monthly instalment plan service - separate terms and conditions apply.

### III. CANCELLATION AND REFUNDS

#### **There are no refunds once you have started your lessons.**

#### a. General

Any refund or cancellation requests need to be done via:

<https://www.speakuplondon.com/refund> and start from the date we receive such notice.

Terms given for cancellation periods are based on the school's normal working hours (i.e. 9.00-17.00 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 **must** be paid using the same method you used to pay for our services. Requests for refunds will normally be processed within thirty (30) 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 are not transferable to other students.

Registration fees, accommodation booking fees, visa fees and courier fees are non-refundable. Learning material fees are part-refundable before the start of the course, with 50% of the fee retained by Speak Up London to cover administrative costs and stock handling.

#### b. Cancellation up to 7 days before start date

1-3 weeks booking, £50 cancellation charge retained

4-7 weeks booking, £100 cancellation charge retained

8-13 weeks booking, £150 cancellation charge retained

14-23 weeks booking, £200 cancellation charge retained

24 weeks + booking, £250 cancellation charge retained

#### c. Cancellation less than 7 days before the start date:

Speak Up London will keep the cancellation charge plus an additional 1-week course fee if a student cancels the course less than 7 days before their start date.

#### d. Cancellation with no start date indicated

The course start date must be specified within a maximum of 15 days from the payment of course fees. In the event that no course start date has been selected and a student requests a refund, Speak Up London will retain 50% of the course fees.

#### e. 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) calendar days from the first payment received. To exercise the right to cancel, the student must inform us of their decision to cancel their course via: <https://www.speakuplondon.com/refund> before the cancellation period has expired. Before the start of the course, if the student exercises their right to cancel during this period, they 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.

#### f. Bookings from Agency

Please consult your agent for refunds.

### IV. IVA STUDENT

Non-refundable fees for visa students;

For students who study less than 6 months and wish to have a formal confirmation letter to support their arrival in the UK, the fee is £49.

For students who require an 11-month short-term study visa, the visa fee is £149.

#### a. Booking and visa queries

It is the responsibility of the student to decide 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 the appropriate leave to remain for the whole period of study. See the following website for further details: <https://www.gov.uk/visa-to-study-english>.

Payment must be received in full before any visa or school documents are issued. We can only give limited advice in regards to visas; however, it is the responsibility of the applicant to ensure that they follow the most updated regulations / processes. 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. There is a charge of 50GBP each time documents have to be sent by courier.

#### b. Student visa refund details

**Note that Paragraph III, sections (a), (b), (c), (d) and (e) will apply to Visa students only if they provide us with a copy of their visa refusal letter before their start date.** 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. This includes providing false information written on the application form. If you receive a visa refusal, Speak Up London will ask you to appeal against the original decision before considering your refund request. If you refuse to do so, you will lose your right to a refund.

### V. COURSES

You must start your booked lessons within 12 months from the start of your booking - unless otherwise agreed or you will lose your course and any money paid.

#### a. Class information

We reserve the right to change the delivery of our services including but not limited to

- the classroom use,
- alternative premises
- substitute teachers
- lesson plans
- teaching content
- and all teaching materials (including audio-visual aids).
- timetable

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 from attending classes if we consider them to be ill enough to be a danger to themselves and/or others. However, we will do our best to make any reasonable changes or adjustments to ensure you access our services.

#### Attendance

If you do not attend your class for 3 consecutive days without prior notification to [info@speakuplondon.com](mailto:info@speakuplondon.com), we will contact you. If you don't reply to this email within 7 working days of receipt, you will lose your place in your class. When you want to come back

you will need to notify us in writing. You can then attend a class 7 working days after this notification, but the intervening time will not be refunded; and the class may be different from the one you had before as regards teacher or time.

Therefore if you are absent from class for 3 days or longer please email

[info@speakuplondon.com](mailto:info@speakuplondon.com) to tell us the reason and when you will return, in order to keep your place in the class.

#### **b. Changes to bookings**

If you decide to change your booking by changing to another course, course time, course type or delay the start of your course, you must provide at least seven (7) days' notice of such a change to Us in writing and this is up to the school to agree to this or not, otherwise you will be expected to attend the course originally booked.

Any changes of the start date of the course can be made only within 6 months after the original course start date. **Changes to the start date can only be permitted once.**

Students are unable to change group lessons (General English and Exam Preparation) into private lessons (online or face-to-face lessons) or to switch from face-to-face group lessons to online group lessons.

If there is any difference between the cost of the original Booking and your revised booking:

- You will have to pay any difference in price
- We cannot refund the difference between the cost of the original booking and your revised booking if the revised booking is cheaper. Before you receive your new booking confirmation, we must receive all the relevant information in writing and any difference in price must be paid in full.

**SUL reserves the right to transfer its face to face lessons to online lessons temporarily if the health and safety of our staff and students demands such a change. Students will receive the same lessons and material online as they did onsite.**

#### **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 by sending an email to [info@speakuplondon.com](mailto:info@speakuplondon.com). 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 in which the school is closed.

#### **d. Closure dates**

In 2024, Speak Up London will be closed on Public Holidays January 1, March 29, April 1, May 6, May 27, August 26, December 25 and 26. Any days lost due to public holidays falling on weekdays will not be reimbursed as extra days for study. Speak Up London will be closed for Christmas from 23rd December 2024 to 5th January 2025, re-opening on 6th January 2025. Lessons will be added to your course to make up for this period.

#### **f. 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 or a qualified member of staff opinion, Speak Up London can move the student to an appropriate course for their level. If the student does not agree with the change, they cannot cancel.

#### **g. Reduction of lessons**

Speak Up London can close groups due to an insufficient number of students. If this happens, we will try to find alternative classes for the student. If we cannot find alternative classes, Speak Up London will calculate a refund on a pro rata basis.

#### **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 terms specified in our Individual Lessons Policy available on our website.

#### **j. Services provided**

We have the right to stop or limit any free services provided including, but not limited to;

Wi-Fi, computer access, speaking classes, borrowing book services. **Students are required to buy or rent a coursebook for their studies.**

#### **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 agreement between us and our student.

• Accreditations: 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 agreement except where any accreditation or authorization is required by law.

• If Services provided by third party (including but not limited to the accommodation and airport transfer) are arranged by us, we do so only as an intermediary between you and them.

We will not be liable to you for any losses arising from any delays or failures relating to travel and accommodation

arrangements, unless we are at fault due to negligence.. We will, however, use our reasonable endeavours to defend your interests and mediate on your behalf in the event of any breach of agreement on the part of 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 sent to Us seven (7) days before arrival in order for Speak Up London to provide airport transfers. No refunds will be given for transfers if flight details are not sent to Speak Up London at least seven (7) days before arrival. Airport transfer fees include a maximum of one hour's (1) waiting time. In the event of delays exceeding 1 hour, students will be charged the additional fee at the school, which is calculated by the airport transfer company.

#### **VIII. OTHER TERMS**

##### **a. Supervision of Young Adults**

Please refer to our Safeguarding policy (available on our website) for details on supervision arrangements of under 18s.

##### **b. Expulsion**

Speak Up London has the right to expel students for unacceptable behaviour or lack of attendance. No refund will be given. Repatriation comes at the 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 follow the non-exclusive jurisdiction of English courts.

#### **e. Photography & Filming**

Speak Up London may take promotional photographs and video footage of students. If you are happy for your photographs or videos to be taken, please tick the box on the course application form.

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 completely 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**

See our website for the privacy policy.

#### **h. Intellectual Property**

Any electronic or printed material that is provided to students during their course 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.