



La Training Solutions si occupa di consulenza e formazione nel campo delle lingue e delle tecnologie informatiche **da 15 anni** circa.

Crediamo da sempre nella validità dell'esperienza di studio all'estero.

Abbiamo assistito più di 1600 persone nella personalizzazione di una vacanza studio o corso di inglese all'estero.

## BURY LANGUAGE SCHOOL LIMITED

### TERMS & CONDITIONS

#### 1. Definitions

In these Terms & Conditions:

Accommodation Fees means all fees for accommodation arranged or provided by BLS, excluding the accommodation arrangement fee.

BLS means Bury Language School Limited of 5 Angel Hill, Bury St Edmunds, Suffolk, IP33 1UZ

Course Fees means fees for tuition.

Deposit means a non-refundable deposit as follows:

- (i) if You are an individual, the sum of £150; or
- (ii) if You are an Organiser, 10% of the Fees for Your Students.

Fees means Accommodation Fees, the Accommodation Arrangement fee, Course Fees, Course Material fees, Registration fee, Transfer Fees and all other fees charged in respect of a course or accommodation.

Organiser means a person who makes a booking of a course for the benefit of one or more third party students

Start Date the start date of your course or accommodation, whichever is earlier.

You means You the individual student, or You the Organiser.

Your Students means those students who you book a course for as an Organiser.

#### 2. Contract

2.1. This agreement is between BLS and You. By submitting Your registration form(s) You shall be deemed to have accepted these conditions to the exclusion of any other terms and conditions.

2.2. BLS shall provide a course or courses teaching English as a foreign language to You or Your Students on the terms of this agreement.

2.3. BLS reserves the rights to change details of its courses, including facilities, accommodation and course dates, due to circumstances beyond BLS's control or where the number of students enrolled on a course is insufficient or if a course is oversubscribed or overbooked.

#### 3. Deposit and payment of fees

3.1. All bookings will be conditional until BLS has received a registration form from You, and payment in cleared funds of the Deposit.

3.2. Payment of all Fees must be made at least 4 weeks before the course start date, or on booking if booking within 4 weeks of the course start date.

3.3. Upon receipt of a registration form and Deposit in cleared funds, BLS will issue You with a Preliminary Course Confirmation stating the details of our course(s) and the balance



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of the fees due.

3.4. Upon receipt of all Fees in cleared funds, BLS will issue a Final Confirmation Letter confirming details of your course(s) and accommodation details. Accommodation will remain subject to change. If You have requested host accommodation your booking will remain conditional upon that accommodation being available.

3.5. BLS reserves the right to charge an administration fee of £30 each time course, accommodation or taxi transfer details are changed following a request by You.

#### 4. Payment Terms

4.1. All payments must be made in Pounds Sterling. You are responsible for the payment of all bank charges.

4.2. Funds may be paid by bank transfer, cheque drawn in Pounds Sterling on a UK bank, or by most major credit cards. You will be charged a surcharge of 3.5% on payments made by American Express.

#### 5. Visas

5.1. BLS will only issue a Visa letter to You or Your Students once full payment of the Fees has been received.

5.2. If You are refused a visa or denied entry to the UK, and BLS receives a copy of the original form given by the Embassy explaining why your visa has been rejected at least 7 days prior to the Start Date, BLS will refund your Fees less the Deposit. If You are an Organiser and one or more of Your Students are denied visas or refused entry, BLS will refund that part of the Fees relating to the relevant students.

5.3. If BLS receives the original form given by the Embassy less than 7 days before the Start Date, an additional cancellation charge equivalent to 7 days' Course Fees and Accommodation Fees will be deducted from the refund.

#### 6. Cancellation of courses before You start

6.1. You must inform BLS in writing if You wish to cancel your booking, or a booking for one of Your Students.

6.2. If You cancel a booking more than 21 days before the Start Date, BLS will refund the Fees, minus the Deposit. If You are an Organiser and cancel a booking for one of Your Students, BLS will refund the Fees, minus the Deposit, relevant to that student.

6.3. If You cancel a booking 21 days or less before the Start Date, You will not be entitled to any refund and must (if You have not already done so) pay the full Fees.

6.4. If You have asked BLS to arrange accommodation for You or Your Students, your booking is conditional upon accommodation being available. BLS may cancel a booking by giving You at least 10 days' written notice prior to your accommodation start date if BLS is unable to secure, reserve or retain such host accommodation.

6.5. If BLS cancels your booking due to the unavailability of host accommodation, BLS will refund You the Fees and Deposit. BLS shall have no further liability to You or Your Students in respect of any cancellation of your booking in accordance with the terms of this clause 6.



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## 7. Changing course dates before You start

7.1. Subject to clause 7.2, You may delay the start of your course or accommodation by up to 3 months. You must provide notice to BLS of the change at least 21 days before your Start Date, and if You do not, You will be charged an administration fee equivalent to 3 weeks of Course Fees and Accommodation Fees.

7.2. BLS may refuse any request to delay course dates if BLS cannot provide the course(s) or accommodation on the new dates that You request, and may charge increased Course Fees and/or Accommodation Fees if you delay the start of Your course or accommodation.

## 8. Changing course dates after You start

8.1. If You or one of Your Students needs to cancel or postpone a course after the start of the course you must give BLS 21 days' notice

8.2. You will be given a credit to pay for the Course Fees at a later date. The credit will be for an amount equal to the Course Fees in respect of any part of the relevant course remaining after the later of:

- a. when You or Your Student leaves the course; or
- b. when the 21 day notice period expires.

8.3. The credit will remain valid for courses taking place within 12 months after the date of issue of the credit. The credit is not transferable to any other person.

8.4. You will be refunded your Accommodation Fees, or the Accommodation Fees for Your Student that is leaving, in respect of the period commencing on the later of:

- a. when You or Your Student leaves the course; or
- b. when the 21 day notice period expires.

## 9. Changing classes and timetables

9.1. Students cannot reduce their weekly study hours or change from a full time course to a part-time course or one-to-one class.

9.2. BLS reserves the right to alter the timetable and/or transfer students from one class to another, from one time of study to another, and to merge small classes or cancel classes and courses.

## 10. Cancelling Taxi Transfers

You must inform BLS in writing at least 21 days in advance of your arrival date in the UK if You wish to change or cancel any taxi transfer arranged by BLS for You or Your Students. If You provide less than 21 days' notice to BLS You will be charged the full amount for the taxi transfer in addition to the fee for any new transfer that BLS arranges for You.

## 11. Accommodation

11.1. The accommodation finding fee is not refundable.

11.2. BLS reserves the right to change your accommodation details without prior notice due to circumstances beyond its control.

11.3. You must pay for your accommodation even when You or Your Students are on holiday away from the accommodation, unless agreed otherwise with BLS.

11.4. You may only change your accommodation at the discretion of BLS.



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11.5. BLS will endeavour to comply with any special requests for accommodation, but cannot guarantee that it will meet any such requests.

11.6. BLS will only consider special requests regarding accommodation, and will only provide details of accommodation (including details of host accommodation with families) upon receiving full payment of the Fees in cleared funds.

11.7. During peak periods You may be asked to pay for transport between Your or Your Students' accommodation and the school. Any such charges will be agreed with You at the time of booking.

## 12. Proficiency Level and Suitability of Courses

BLS courses may not be suitable for complete beginners, or for those with specific learning needs who require one-to-one tuition. It is Your responsibility to discuss your needs with BLS prior to booking a course. BLS can provide one-to-one tuition where agreed in advance. BLS does not make or provide any representation, warranty or guarantee as to the suitability of any course for the learning needs of You or Your Students.

## 13. Limitation and Exclusion of Liability

13.1. BLS or its staff shall not be liable to You or Your Students under this contract for any indirect loss, costs, expenses, damage, injury or inconvenience howsoever caused arising from

- a. this contract;
  - b. any failure by BLS to provide all or part of any course;
  - c. the tuition or courses provided by BLS;
  - d. the use by You or Your Students of any accommodation provided or arranged by BLS;
- and whether caused by negligence, breach of contract or otherwise.

13.2. BLS shall not be liable to You for any direct or indirect loss of profit or other costs, expenses, damages, injury or inconvenience arising from any contract or arrangement between You and Your Students or claim against You by one or more of Your Students arising from any of the events listed in clause 13.1a - 13.1d.

13.3. Where BLS is unable to deliver all or any part of a course, BLS's liability shall be limited to the Course Fees for the course not provided. In all other cases, the maximum aggregate liability of BLS to You or any of Your Students in respect of this contract, whether for any breach of its obligations under this contract, negligence or otherwise, shall be limited to the total Fees payable by You.

13.4. Nothing in this contract or in any other contract shall exclude or in any way limit BLS's liability for fraud or for death or personal injury caused by its negligence, or any other liability to the extent that such liability may not be excluded or limited as a matter of law.

## 14. Responsibilities of Organisers

14.1. If You are an Organiser, You shall:

- a. provide information on courses to Your Students or prospective students and assist such students to make appropriate choices as to their courses with BLS;



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- b. assist Your Students in completing application forms and providing other required documents;
- c. provide all information and support that Your Students need in order to obtain the official papers that are required by Your Students to be able to partake in a course with BLS;
- d. forward to BLS copies of the application form and associated documents from Your Students;
- e. provide to BLS, where requested, details of Your Students' qualifications and U.K. equivalents and assist BLS in making a decision regarding the relevant programme of study;
- f. assist Your Students with pre-departure requirements;
- g. advise Your Students to obtain comprehensive travel and health insurance cover; and
- h. ensure that Your Students comply with the policies and procedures of BLS from time-to-time in force.

14.2. If You are an Organiser, You shall not:

- a. have authority, nor hold Yourself out, or permit any person to hold itself out, as being authorised to bind BLS in any way, nor do any act which might reasonably create the impression that You are so authorised; and
- b. make or enter into any contracts or commitments or incur any liability for or on behalf of BLS, including for the provision of courses or the price for them, and shall not negotiate any terms for the provision of a course with Your Students.

#### 15. Transport

Any journeys You or Your Students take that are arranged in hired transport or public transport by BLS are made entirely at Your or Your Students' own risk. BLS shall have no liability whatsoever to You or any of Your Students in respect of any loss, costs, damages, injury or expenses incurred as a result of or in connection with Your or Your Students' use of hired or public transport, howsoever arising.

#### 16. Public and School Holidays

There is no reduction in Course Fees for courses which include Public and Bank Holidays.

#### 17. Insurance

You are strongly advised to arrange full insurance cover for health, belongings and cancellation.

#### 18. Queries and Complaints

You must bring queries or complaints to the attention of the relevant staff member of BLS immediately so that BLS can deal with your query or complaint. BLS will not deal with retrospective queries or complaints.

#### 19. Conduct and Behaviour

18.1. Students must comply with BLS's code of conduct and any other policies and procedures of BLS in place from time-to-time.

18.2. If students breach BLS's code of conduct or other policies or procedures, or display



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any other unacceptable behaviour, including but not limited to harassment of teachers or other students, possession or consumption of illegal drugs or alcohol, smoking in restricted areas, malicious damage to BLS' property or the accommodation, jeopardising other students' safety, or breaking the law, they may be dismissed from their course at the discretion of BLS without any refund of Fees.

18.3. Students who arrive more than ten minutes late to any class without having notified BLS in advance will not be allowed to join the class.

18.4. Students are expected to inform BLS when they are unable to attend classes. Missed classes are only rearranged at BLS's discretion, and where offered, must be taken within an agreed time scale (the original course duration). Persistent absenteeism may result in the student being dismissed from the course without any refund of Fees.

## 20. Medical Information

19.1. You must inform BLS of any special medical conditions affecting You or Your Students.

19.2. BLS reserves the right to expel from any course any student with a serious medical condition or a condition which requires regular staff supervision and which was not notified to BLS prior to the Start Date, without any refund of Fees.

## 21. Force Majeure

20.1. BLS shall not be responsible or liable for its failure to perform any of its obligations, or for any disruption to courses, exams, transfers or accommodation if such failure or disruption is beyond the control of BLS, whether caused by acts of God, fire, flood, wars, embargo, strikes, labour disputes, explosions, riots, of laws, rules, regulations, restrictions or orders of any governmental authority, or any other cause beyond the control of BLS.

20.2. Where, as a result of any event listed in clause 20.1, BLS takes steps to arrange extra or emergency accommodation, transfers or repatriation or incurs other expenses, You shall be responsible for all costs incurred by BLS.

## 22. Governing Law

This contract and any disputes arising from it shall be governed by the law of England and Wales, and the Courts of England and Wales shall have exclusive jurisdiction to settle any dispute which may arise in connection with the contract.

## 23. Severance

If any court or competent authority finds that any provision of this agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this agreement shall not be affected. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.