

Terms & Conditions 2017

1. Course Application

An initial course application with TEG English Portsmouth, TEG English Southampton, TEG English Bristol or TEG English Winchester can be made by the website, email, telephone or post or via an accredited agent. Until course payment has been received by the College, no enrolment can be confirmed.

The **Tompkins Educational Group (TEG)** is the name for all Colleges owned and controlled by the Director of the holding company, which is Portsmouth Language College Ltd. (Registered at Companies House UK No. 6181002). The Director's name is David Tompkins.

Most TEG courses are conducted and designed for adult learners of 16 and over. However, we run special courses for under-16s at times of peak demand or for pre-arranged closed groups. These courses are run separately from adult courses and have separate conditions (see Points 7 and 14(b) below).

2. Payment

Course payment must be made to TEG English Portsmouth (or TEG English Southampton, TEG English Bristol or TEG English Winchester-) before the student's start date in British pounds (GBP) by:

- Bank transfer
- Credit/debit card payment at Reception or over the telephone
- Cash at Reception only

Students are reminded that payment by bank transfer may take as long as 5 working days to reach our account and adequate time must be allowed for this.

Payments are required in British pounds (GBP). Students are responsible for all bank charges and exchange rate fees, both in the country of origin and from The United Kingdom. Our bank details are:

HSBC Bank plc., 118 Commercial Road, Portsmouth, Hampshire PO1 1EP	
Account name:	Portsmouth Language College Ltd. (also trades under names TEG Southampton, TEG Bristol, TEG Winchester or Tompkins Educational Group)
Account no.	61784528
Sort code:	40-37-15
International Bank Transfer (IBAN):	GB31MIDL40371561784528
SWIFT/BIC:	MIDLGB2149V

Unless otherwise stated, the course price does not include any of the following: external exam fees, personal or medical insurance and travel costs. Students are recommended to take out their own medical and personal insurance, including insurance to cover possible cancellation. We can advise on this.

In addition to the relevant course or class fees, there is an enrolment fee payable for documentation and administrative support. This includes the first coursebook free (if applicable to the course), student ID card, course completion certificate and support letters.

Tuition fees are only valid for the person specified on the invoice and/or enrolment letter.

3. Refund policy

Refunds will only be issued in the following situations:

(a) Visa refusal (for non-EEA students requiring visas before entering the UK)

On production of the original visa refusal letter, the College will fully refund the tuition fees, minus a £200 administration fee and any bank charges incurred in transferring the money back to the source bank account. Any accommodation money or airport transfer fees paid will be refunded in full, providing we have one week's advance notice.

(b) Self-cancellation prior to course start

If a non-visa student cancels **less than one week before** their course begins, the College will refund their course fee minus a £100 administration fee and any bank charges we incur. If a non-visa student cancels **more than one week before** their course begins, the College will refund their course fee minus a £60 administration fee and any bank charges we incur.

If a student who has been issued with a Short-term Study Visa letter signed and stamped by the College cancels their course before their start date (for any reason other than visa refusal), no refund will be given.

(c) One-to-One tuition

In the case of one-to-one tuition, a lesson can only be postponed if the College is advised two working days in advance. If a student arrives late for a lesson, the missing minutes from the class will not be credited. In the event of cancellation or non-attendance by yourself, money will not be refunded or lessons added on to the end of a course.

(d) Transfer of fees

Tuition fees and deposits are not returnable or transferable, either in full or in part. They are only valid for the person specified.

(e) College being unable to continue course

In the event that the TEG is unable to fulfil your course through to completion and you are offered an alternative place at another language school by English UK or the British Council, you are required to accept this.

No refund will be given in the event of:

- Self-cancellation (or ending your course early) after the course starts.
- Any study days lost through personal sickness or holidays will not be credited after the course's end date (see exception in Point 10).
- A student being deregistered by a TEG College due to consistent low attendance (Less than 80%).
- A student being asked to leave the College because of serious misconduct (i.e. abusive behaviour) on the student's part (See Point 10 for examples of this).
- A student being asked to leave the country by the British Authorities.
- A student being refused re-entry if he or she leaves the UK during the course without a covering letter from a TEG College.

TEG reserves the right to cancel or alter the time of a course where there are circumstances beyond the College's control, or where the course itself is undersubscribed. The College will offer alternative provision or a refund, as it deems appropriate. The College also reserves the right to change the location of a course within the respective area of the branch (e.g. a TEG English Portsmouth student may need to relocate to another building within the Portsmouth area).

4. Coursebooks

On payment of the enrolment fee, the first coursebook is supplied free of charge if the course requires one. This may take up to a week after registering if we have to order new copies.

Subsequent coursebooks (e.g. if you change levels) must be bought by the student. All students must have their own copy of the coursebook for each level/class they are studying in if the course requires one. These are available at Reception and the cost is £30 for English language students.

5. Accommodation

Each TEG College has a number of local hosts who provide homestay accommodation. All homestay providers are inspected to **Accreditation UK** Guidelines before we place a student with them. **You have the right to change your homestay accommodation up to 3 times if you wish** (providing the school has accommodation available).

A minimum of 2 weeks' accommodation fees must be paid in advance to secure your accommodation. You should pay accommodation fees directly to the College. You can pay the full amount in advance, or weekly advanced instalments. The College will pay your accommodation provider each week.

If a Homestay provider wishes you to leave the Homestay due to misconduct, TEG will not be under any obligation to find alternative accommodation and refund policies will apply.

If you cancel your accommodation less than 1 week before arrival, or if you arrive later than planned without giving one week's notice, you will still have to pay the first week's accommodation to the homestay provider from the previously agreed start date.

If you leave the Homestay Provider for a limited number of days/go on holiday and leave your belongings within the house, you will be asked to pay for self-catering accommodation for this period. Students must inform the College if they are not going to be at the homestay at least one week in advance of the holiday.

If you wish to change your homestay, then you will need to provide at least 7 days' notice to the College. This does not apply if you are asked to leave immediately by the provider or the homestay fails to provide the minimum they have agreed to or you have a reasonable fear for your personal safety. In these circumstances we will do our best to find you suitable alternative accommodation as soon as possible after being notified.

We do not charge a booking fee for finding accommodation. However, all Adult and Junior Homestay Accommodation fees are subject to a £10 administration charge per student, per week, if paying us directly to arrange accommodation. Each weekly accommodation payment administration fee of £10 will not be refunded if you cancel your accommodation before or after starting the course.

6. Students aged 16 and 17

We welcome students aged 16 or 17 on our adult daytime courses. To accept a student, the parents/guardian will be required to supply a copy of the parent/guardian's ID or Passport and complete the Application Form for under-18s.

7. Courses for under-16s

(a) Individual bookings

Typically, each TEG College runs courses for under-16s during the summer holidays from July-August. These are closed groups with a teacher and no other over-16s present. We can only accept individual under 16s if they have a parent or guardian directly responsible for their welfare and living with them in the local area. The Application Form for under 18s must be completed by the parents/guardian when enrolling individual under 16s and a copy of the parent/guardian's ID or Passport must be provided with the application form.

(b) Group bookings

We can accept groups of under-16s providing they have an appointed group leader who accompanies them to the UK and accepts overall responsibility for the students and their conduct during their time registered at the College. Appointed group leaders must possess the equivalent of a Disclosure and Barring Service (DBS check) from their country and must sign our Group Declaration Form.

All our teaching and administrative staff are required to have a DBS check.

8. Course extensions

If a student extends their period of study, they will **not** be required to pay any additional enrolment fee.

9. Visas

Some nationalities require visas to enter the UK and are advised to visit the United Kingdom government website (<https://www.gov.uk/study-visit-visa>) or to contact the nearest British embassy, consulate or high commission to check on current visa requirements. Students who are

visa nationals are required by TEG to attend full-time (daytime) courses of a minimum of 15 hours per week.

TEG Colleges are fully accredited by *Accreditation UK* (run by the British Council) and we are able to issue Short-term Study Visas (up to 11 months English language study permitted for over 18s and up to 6 months for under-18s).

10. Attendance and Conduct

All students are required to attend their classes regularly and on time. Absence due to sickness or accident can only be postponed in the event that the student is off sick for more than 4 study days and is able to provide a medical certificate confirming the illness and covering the period in question.

Any student whose attendance level falls below 80% during the course for which he or she is enrolled will receive a written warning and may be dismissed by TEG without any refund of tuition fees or certificate issued if their attendance level continues at below the required minimum. For visa national students, this could affect their legal status in the UK.

Students are expected to participate actively in their class, to take progress tests periodically, and to do homework regularly.

The College reserves the right to refuse re-admission or to dismiss any student in the event of serious misconduct, perpetual lateness (without a satisfactory reason) or unsatisfactory work. In such instances there will be no refund of tuition fees or certificates issued.

Examples of serious misconduct and abusive behaviour

- Verbal or physical abuse to a student or a member of staff. Verbal abuse can include bullying, harassment, threatened violence, damage to personal property, abuse on grounds of physical, racial, sexual, sexual orientation or national differences. Physical abuse includes actual violence, sexual harassment or indecent assault. This applies on or off the College premises.
- Deliberate damage or misuse of school resources or vandalism to the college building or property.
- Misuse of IT facilities by downloading offensive or pornographic material.
- Theft of college resources or another student's/member of staff's personal property.
- Repeated refusal to follow college rules.
- Behaviour outside the school that could bring the College into disrepute.
- A student breaking UK law (e.g. drug abuse or driving offences).

11. Course allocation and class times

We are unable to allocate a student to a specific class before registering at the College. On arrival at the College for registration and before joining a course, a student will have to do a placement test.

We cannot guarantee that daytime classes will be at a certain time of the day (e.g. 09.30-12.45) and you may be required to study in the afternoon (e.g. 14.15-17.30) or morning (e.g. 09.30-12.45) if that is the only class available. However, this is only likely to happen at the very busiest time of the year (e.g. July).

Students cannot change from one course to another without formal approval by the Director of Studies or Principal.

12. College holidays 2017

The College will be closed for classes on the following dates:

19/12/2016 – 06/01/2017	Christmas & New Year's Holiday
14/04/2017 – 17/04/2017	Easter Holiday
01/05/2017	May Day Bank Holiday
29/05/2017	Spring Bank Holiday
28/08/2017	Summer Bank Holiday
18/12/2017 – 05/01/2018	Christmas & New Year's Holiday

There are no fee reductions for when the College is closed on public holidays and these days cannot be added onto the end of a course. The only exception is the Christmas & New Year holiday.

13. Student holiday policy

If a student tells us their intended holiday weeks before starting their course, these weeks will not be considered as study weeks and will not be charged for them. Holiday weeks to study weeks must not exceed the ratios in the table below.

Weeks of classes	Holiday weeks
1-7	0
8-11	1
12-17	2
18-23	3
24-29	4
30-35	5
36-39	6
40-50	8

Holidays can only be taken as complete weeks (Monday to Friday) and individual days taken as holiday are not added on to the end of a course.

If a student tells us their holiday weeks after they begin their course, then these weeks will be considered study weeks and will not be added on to the end of a course or refunded. The only exception to this is the Christmas and New Year break when the College is closed.

14. English Language Course Pricing Policy

TEG Course fees are non-negotiable. All prices are charged at the published pricelist available on our website, in published material and at reception. Agency fees may be added to prices where a recognised intermediary agent is involved but the TEG does not receive any higher rate for this.

(a) Part-time study

On certain occasions, a student may be unable to study for the full weekly allocated time of the course. Providing you clarify the days you are unable to study in advance, the following conditions apply:

- If a student cannot do 5 days per week (or 2 evenings per week), then they can study part-time for a proportion of the course fee. However, this must be paid in advance for a minimum of 4 weeks at a time and exact days of attendance must be confirmed beforehand. Any part-time study requested of fewer than 4 weeks will be charged at the daily rate. The Daily Rate is available upon request at reception. Part-time study is not available during July and August and is subject to availability.
- Part-time study is not available to those on a Study Visa who are required by TEG to study for a minimum of 15 hours a week.
- For new students, the Enrolment Fee is added after the course fee reduction has been calculated and is not subject to any discount.
- Students are not permitted to change their days of study unless they provide advance notice in the week before the changes occur. This is subject to class numbers.
- Any other study price rates are at the discretion of the Principal.

(b) Junior Summer Courses for individual under-16s

- Junior Summer courses are charged at a flat weekly fee for morning English lessons and supervised afternoon activities from 09.30-16.00.
- A parent may choose for their child not to attend the afternoon activities, if their consent is put in writing. However, the full daily/weekly rate still applies with no reduction in fees.

(c) French, Spanish & Other Language Courses

- Courses must be paid in full before the course starts.
- Weekly prices are not available.
- No reductions or refunds for holidays or sickness are available.

15. Certificates

Students will automatically be given an attendance certificate and academic report. If attendance falls below 80%, they may be not issued with a certificate.

16. Special Offers

Special Offers can be withdrawn at any time by the College (though obviously not after a student has paid the special offer amount in full) and are available purely at the discretion of the college. If a student has already paid the full price, then we cannot refund it in favour of a special offer price.

17. Publicity

From time to time, the College may take photographs and/or video of students for promotional purposes. By enrolling at the College, each student tacitly accepts that any photographs taken or comments made in questionnaires issued by TEG Colleges may be used for promotional purposes. Students can withdraw their tacit consent by writing to the Principal.

18. Data Protection & Student Records

Students are responsible for giving the College accurate and up-to-date information about their address, phone numbers, e-mail address and emergency contact details in the UK and home country whilst studying at the College.

TEG Colleges will collect and maintain your personal information lawfully and fairly, in accordance with the 1998 Data Protection Act. This confidential information will be protected against loss and theft or unauthorised access, disclosure, copying or modification. It will not be supplied to third parties. We will only disclose it without consent if any regulatory or governmental body requests or requires it. TEG Colleges are registered in accordance with the Data Protection Act 1998 (No. 22408732).

We will use a student's personal information for the following purposes:

- to process applications for the administration of courses.
- to provide the best possible service to the student whilst a student is at our College
- to inform students about our promotions and new products at TEG Colleges.
- to provide data for statistical analysis.

19. Disabled access

TEG Colleges currently have no comprehensive access for disabled students.

20. Liability

TEG and their staff and representatives will not be liable for loss, damage or injury to persons or property however caused, except where such liability is expressly imposed by English law.

The College is not responsible for the safekeeping or delivery of any mail or parcels sent to students at the College.

21. Force Majeure

No TEG College or its representatives are liable for refunds or damages, however they arise, in cases where the College is unable to provide any services to which they are contractually bound because of labour disputes, insufficient demand for courses or for any other reasons that are beyond their control.