

## **1. Introduction**

- 1.1 Definition: London Tutorial College is a limited company (number 09739784), trading as an independent institution for domestic & international girls and boys wishing to undertake short and long term language and academic courses. These 'Terms and Conditions' ('Agreement') refer to the contract between London Tutorial College Ltd ('we', 'us' or 'LTC') and the Parents or any person signing our Acceptance Letter on their behalf ('you') in respect of you, your son/daughter ('your child').
- 1.2 Legal Contract: Jointly or severally you are legally responsible for adhering to this Agreement. Nothing in this contract shall confer on any third party any right to enforce any benefit of any term of this contract under the Contract (Rights of Third Parties) Act 1999. This legal contract is subject to the exclusive jurisdiction of English Law.
- 1.3 Literature and Website: All our promotional information gives details about our services, company history and ethos. It is believed to be correct at the time of printing and publication but does not form part of the agreement. Any unclear issues arising from our literature and website should be clarified in writing before you enter this Agreement. This contract forms the entire legal agreement between the parties. You may request to see any documents referred to in this agreement before you accept the offer of a place but those documents do not form part of this contract.
- 1.4 Changes in circumstances: We constantly endeavour to improve our services and ensure that we comply with the latest legislation. Therefore, we may introduce changes to the way our service is provided, described or promoted. We may also appoint new staff members, tutors or homestay families to take care of yours or your child's needs. Our fee structure is regularly reviewed. We will notify you of any changes in fees a term in advance in writing to the address stipulated by you on the application form or subsequently in writing. None of the changes can invalidate this Agreement.

## **2. Admission and entry**

- 2.1 Enrolment: You or your child (as applicable), subject to the satisfaction of the admissions criteria, will be enrolled at LTC once you have returned the completed Application Form and have made the agreed payment in advance. LTC cannot guarantee the availability of the selected options. LTC reserves the right to add extra students at any stage during the tuition programme.
- 2.2 Registration and Admission: You or your child will be considered for admission to LTC once a completed Application form together with a Registration Fee and deposit payment has been received. The Registration Fee is non-refundable.
- 2.2 Offer of a place, acceptance and Deposit: You or your child, subject to availability and satisfaction of the admission criteria, will be offered a place at LTC. Once you have paid the Deposit we will confirm the place. Only once the Deposit has been paid in full will the place be secured. The Deposit is not refundable if your child does not take up a place at LTC (except in the case of a visa refusal should the reason be a mistake made by LTC, please see point 9.7).

## **3. Accommodation and daily care**

- 3.1 For students under 18 taking academic qualification courses with us (GCSE and A level), when both parents reside outside the United Kingdom, parental responsibility must be delegated to a suitable adult, aged over 25 years, who has agreed to take full responsibility for the pupil when not at school and who can, if necessary, come to LTC at short notice. Guardians should not reside more than two hours' driving distance from LTC. LTC does not undertake to provide Guardians.
- 3.2 Students not staying with own family or a guardian appointed by the family, have an option of family or residential accommodation which can be arranged by LTC at an extra charge.

## **4. LTC's responsibilities**

- 4.1 LTC accepts responsibility for the tutoring of each student. This is conditional upon all pertinent information about each student being revealed to LTC and each student complying with the requirements of our service at all times. LTC will find an alternative homestay family for a student if there are reasonable grounds for such a change. If a student is not happy with his or her homestay family, the case will be carefully studied and appropriate actions taken.
- 4.2 LTC cannot accept responsibility for an outcome of any exams taken by any student. Should a student be temporarily or permanently excluded, we will continue providing accommodation in the interim period of reasonable duration while arrangements are made for the return of the student back to his or her home country/family, or for the move to another college, subject to sufficient funds being held to cover additional expenditure. In those circumstances, students may be requested to spend time in a local library if families are at work during the day. The length of time will be discussed when the student/parents/agent are informed of the exclusion. In the case of insufficient funds, immediate payment will be required to secure the service continuation, should this be needed. The only exception will be if a student is considered to be putting somebody else in any form of danger, particularly a homestay family, other students or other LTC community members. In such an event LTC will ensure that a student returns to his or her family immediately or they make alternative arrangements for a student's care.
- 4.3 In the event of a student being permanently excluded from LTC, LTC will inform UKVI if applicable.
- 4.4 LTC cannot accept any legal liability for student's welfare whilst at LTC or for any actions other than those of an authorised guardian or persons against whom appropriate checks have been carried out.
- 4.5 LTC will undertake all reasonable care to protect student's rights and to inform you of any circumstances known to us which may adversely affect them.

## **5. Discretion**

- 5.1 LTC will endeavour to exercise the same duty of care as responsible parents would in relation to their child towards any student who is a minor. Any specific restrictions parents wish to be placed on their children during their studies at LTC, should be given in writing prior to the commencement of studies. LTC may require your written consent to a particular arrangement. LTC will exercise discretion in respect of student's welfare in circumstances when unable to contact their family.

- 5.2 The signed application form authorises LTC to agree to any emergency medical or dental treatment for the student, such as a blood transfusion, an anaesthetic or an operation, as deemed necessary to student's welfare by suitably qualified medical personnel. This right will only be exercised if it has not been possible to obtain your prior consent in time.

## **6. Students' / Parents' responsibilities**

- 6.1 You must reveal all pertinent information about the student such as any medical history, any special educational needs, record of misconduct, legal matters, or any family circumstances which may affect student's educational progress, welfare, happiness, security or health.
- 6.2 You should notify LTC in writing of any changes in circumstances or any information, which would assist LTC. This includes any change in your contact details. We cannot be held responsible for not being able to contact you using the numbers and the address supplied by you.
- 6.3 You are legally liable for the full and timely payment of all the fees (including expenses) prior to any payment period to ensure teaching continuity.
- 6.4 You should inform LTC in writing should you wish to withhold your consent to a student participating in any contact sports or other physical or cultural activities. LTC requires you to inform us in writing should you have any objections to your child's photographs or videos appearing in any of our promotional material.
- 6.5 You are responsible for ensuring that appropriate insurance cover is arranged for you or your child studying at LTC, e.g. medical, travel, sickness and personal injury, either independently or through LTC.
- 6.6 Should you have any concerns about yours or your child's welfare, safety or educational matters you must inform LTC immediately so that appropriate action can be taken.

## **7. Guidelines**

- 7.1 Serious breaches of the discipline code may result in an immediate withdrawal from the College. For a student not resident in the UK, it will be the responsibility of the parent/guardian or introducing consultant to make and oversee all travel arrangements until their return home.
- 7.2 Students will be required to observe the rules from LTC's 'Student handbook', which are displayed on the students' notice board and issued upon request.
- 7.3 Every student and their parent (if applicable) undertake to ensure that they are receptive to our guidance and will abide by our instructions.
- 7.4 LTC will not accept responsibility for the consequences of any action by a student which contravenes stated guidelines.
- 7.5 Any damage to property caused by your child will be invoiced to you for an immediate payment.

## **8. Disclosure of Information**

- 8.1 By signing the Application form and thus accepting these terms and conditions, you agree, as far as yours or your child's parental rights allow, to us:
- obtaining confidential information on any matters regarding you or your child such as but not exclusively, medical details or outstanding fees to an educational institution, be it a school or a guardianship organisation;
  - communicating confidential information to any third party on a 'need-to-know' basis should it be required to safeguard and promote yours or your child's welfare or protect another person from any harm inflicted by you or your child;
  - disclosing to any person lawfully requiring information about you or your child information stored or retained by us to which the Data Protection Act 1998 or similar legislation applies.

## **9. Finance**

You, or any person or organisation appointed by you in writing, are jointly and severally responsible for payment of 'Fees'. 'Fees' include our Registration Fee, Deposit, Tuition Fee, Accommodation Fee, CAS Fee (if required). Fees are reviewed from time to time. We shall provide you with a term's notice of the proposed fee increase. Any fee reduction or special offers will not apply to students already enrolled with LTC.

### **9.1 Registration fee**

This is a non-refundable one-off fee covering the processing of a student's application form. It must be sent to us together with the application form regardless of whether or not a service is taken up.

### **9.2 Deposit**

The Deposit is held on behalf of every student. It is the amount paid to us with an application form and then subsequently topped up at the beginning of every term (or at the beginning of every course) to cover expenditure not included in LTC tuition fees, such as UK travel, additional activities, pocket money, mobile phones, etc. The balance of the Deposit will be refunded once a period of study at LTC has been completed, all the fees and additional expenditures incurred have been paid in full, you have confirmed the preferred method of payment and provided LTC with your bank accounts details (if applicable); this may take up to 30 days from the end of the course.

### **9.3 Fees**

- a. Fees cover the weekly tuition programme at the frequency agreed with parents/student prior to course commencement as well as (if applicable) accommodation fee plus study skills, personal tutor time, assemblies, travel to/from the airport and to/from school if a family has been arranged by LTC. It does not include pocket money, personal taxis, damage to the property, and other incidentals.
- b. Please note that the individual rate is applied only once special arrangements have been made, on a temporary basis, and subject to tutor availability, until other students join the group. If there is only one student in a group, the number of lessons will be reduced. This will be confirmed to you in writing.
- c. Please check the current rate and the tutor availability at the time of filling in the application.
- d. After-school tuition must be paid in advance for the course duration, unless the course lasts longer than one term in which case advance termly payments must be made. If a student is attending after-school tuition as a UK resident, a payment for one calendar month must be made as a minimum with following payments paid on a monthly basis, ensuring one month's fees are always held by LTC. Cleared funds must be received at least 1 day in advance of the first session. You will receive a full copy of our payment policy with your first invoice.
- e. We expect you to pay the tuition fee in full 2 weeks in advance or on the receipt of the invoice, whichever is sooner.
- f. For UK residents, all the invoices must be settled in full before the start of any consecutive tuition period.

- g. If the cleared funds are not received in the stipulated time the entitlement to tuition will automatically lapse and your child will not be able to take part in any tutorials. This means that LTC's responsibilities will be suspended until full payment has been received and the funds have cleared. Any part payment will only be accepted on account and will neither maintain nor reinstate the tutorial service with LTC.

**9.5 CAS Fee (if applicable)**

This is a non-refundable fee which covers the cost of administering a CAS for Tier 4 Child and General Student visa applications. The fee also covers the cost of the application fee made to the UKVI for the CAS. This fee is subject to the UK tax ('VAT'), currently 20%.

**9.6 Payment policy**

- a. All the invoices must be settled in full before the start of every term or course in order to avoid late payment charges. A late payment charge of £150 will automatically apply whenever an invoice is not paid in full in the stipulated time.
- b. If the Deposit is not topped up in the stipulated time your child will not be able to take part in tuition or any additional activities. Any part payment will only be accepted on account and will neither maintain nor reinstate the tuition at LTC.

**9.7 Refund Policy**

The Registration Fee is non-refundable whether or not the service is taken up.

- a. The Deposit is only returned at the end of a course and is non-refundable should you decide that the candidate will not attend LTC.
- b. Only in the case of a visa being refused due to the sponsor (LTC) not having provided adequate information within CAS (Confirmation of Acceptance for Studies) and an official confirmation has been received to this effect from the Home Office, will the Deposit be refunded. If a student has their visa refused due to incorrect or insufficient evidence provided to meet maintenance requirements of the Home Office, one term's fees will be retained. This is equivalent to the notice required to terminate the contract. Any fees paid beyond one term will be fully refunded. There will be no refund if a visa is refused due to incomplete/incorrect information having been submitted to the Home Office or the College.
- c. It is every applicant's duty to check a draft CAS or visa letter e-mailed beforehand to ensure its accuracy and to provide sufficient funds to meet maintenance criteria of the Home Office.
- d. It may take up to 30 days from the end of the course for the Deposit to be refunded, due to the administration of all additional expenditures by the student throughout the course.
- e. At the end of the study period you are asked to specify in writing the preferred payment method (i.e. by cheque or by a bank transfer and provide bank details) for any refund that may be due. A fee of £30 (thirty pounds) will be deducted from the amount to be transferred to cover the transfer cost or if a cheque needs to be manually paid into your UK account. There will be no fee if a cheque is sent to any UK address.
- f. No refunds are offered for missed group lessons. In the case of special arrangements made for individual lessons, 48 hours' notice is required. This does not apply to set short-term programmes.
- g. There will be no credit for any part of a fee should there be a delay in a student's arrival to LTC, for whatever reason, including a visa delay.
- h. Should you or your child not use our services for some period, be it for personal or medical reasons, no refund will be due. LTC advises all students to purchase insurance prior to starting a programme which depending on circumstances may cover fees due of some of the unused services. LTC has a reporting obligation and any student who does not finish a given course needs to be reported within 10 days of prematurely leaving LTC or not arriving at a beginning of a term.
- i. If your child is expelled or suspended from LTC due to infringement of student rules, no monies will be refunded.
- j. If it comes to our knowledge that a student does not have permission to stay in the UK or falsified documents have been used to gain permission to remain in the UK, a student's studies will be terminated, the Home Office will be notified and no monies will be refunded.
- k. Students sponsored by LTC must abide by the Home Office standards of attendance. If attendance falls below requirements, the CAS (if applicable) will be withdrawn and the Home Office will be notified; if students are requested to leave the country, no monies will be refunded.
- l. In the unlikely eventuality of the Home Office visa sponsor license of LTC being revoked, for students who cannot therefore commence or continue their studies at LTC, any Tuition Fees paid upfront and the Deposit will be refunded. The Registration Fee will be retained. Students will not be eligible to receive any compensation in such circumstances and by signing this contract agree not to make any such claims or have them made on their behalf.

**10. Termination of the Contract**

- a. We reserve the right to relinquish our responsibilities without due notice if circumstances arise which are of material nature, or if important information about student's history has been withheld or in the event of serious misconduct. Whilst we are not bound to any set notice period in this respect, every effort will be made of the notification of any such decision made will be given in writing prior to the termination taking place.
- b. To secure the continuity of the service provision, all payments must be made in full within the time stipulated on an invoice.
- c. To withdraw a student from LTC, one full term's notice is required in writing for long-term students committed to study over 12 weeks and one month's notice for after-school tutorials which students attend for 1-10 lessons per week in order for the Deposit to be refunded. A 'term's notice' means notice given to us before the first day of a term and expiring at the end of a term. It is your responsibility to check the LTC website or contact the office for current term dates. If insufficient notice has been given, a term's fees in lieu of notice will be payable.
- d. We reserve the right to terminate this Agreement should any educational establishment or guardianship organisation inform us of any outstanding fee or illegal activity.

THIS IS A LEGALLY BINDING CONTRACT. PLEASE SIGN BELOW TO CONFIRM THAT YOU AGREE TO BE BOUND BY ITS TERMS.

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|------------|---------------|-------|
| signature: | name (print): | date: |
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