

Love Speaking English Limited Student Terms & Conditions

Love Speaking English Limited (LSEL) accept direct bookings from individuals or groups as per the Terms and Conditions outlined below or through one of our Educational Tour Operators or Agents.

Definitions

The following terms shall have the following meanings;

‘Agent’	means the authorized business, person or persons representing or acting on behalf of LSEL for the sale of LSEL Courses;
‘CEFR’	means The Common European Framework of Reference for Languages, an international standard for describing language ability;
‘Commencement Date’	means the Course start date
‘Courses’	means a course of tuition as specified in Schedule 1;
‘Data’	means any information supplied to LSEL to carry out the Services;
‘ETO’	means Educational Tour Operator who is an authorized business representing or acting on behalf of LSEL for the sale of LSEL Courses;
‘Exclusivity’	means the limitations as set out in Schedule 1;
‘Fees’	means the monetary consideration as set out in Schedule 2;
‘General English’	means all ground handling for the course, half board accommodation, entrance fees and transport associated with cultural experiences;
‘General English Plus’	means all ground handling for the course, half board accommodation, entrance fees and transport associated with cultural experiences, extreme sporting activity fees;
‘Group Bookings’	means any request for a booking of 6 or more persons;
‘Half Board’	means the daily provision of breakfast and an evening meal;

‘Handbook’	means a booklet of general terms and guidelines as defined by LSEL and provided to the Student;
‘Host Family’	means a family which provides board and lodgings;
‘LSEL’	means Love Speaking English Limited ;
‘Payment’	means payments for the provision of Services
‘Regulations’	means the Consumer Contracts Regulations Act 2013
‘School’	means the premises in which the courses are delivered;
‘Sterling’	means the official currency of the United Kingdom;
‘Student’	means a person who is enrolled or studying with LSEL;
‘Teaching Day’	means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday;

1. Educational Tour Operators and Agents

- 1.1 Bookings are accepted through one of our Educational Tour Operators (ETO) or Agents.
- 1.2 Where bookings are made through an ETO or Agent, you are the principal client of the ETO or agent and not LSEL.
- 1.3 The registration process and payment of all fees will be handled by the ETO or Agent.
- 1.4 Any communication, general queries, complaints, amendments, payment issues must be addressed to the ETO or Agent.
- 1.5 All the LSEL terms and conditions set out within this document apply for bookings made through an ETO or Agent, unless otherwise agreed with us in writing through the ETO or Agent.

2. Registration

- 2.1 Students must be 18 years of age or over, on or before your course is due to start.
 - 2.2 You must hold a valid passport and visa (if applicable) and provide a copy to LSEL.
 - 2.3 Students must be deemed to be of A1 – C1 level of English based on the internationally recognised CEFR Framework.
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2.4 All courses must be booked in advance.

2.5 Your place will be provisionally reserved (subject to availability) upon our receipt of your completed enrolment form.

2.6 Upon receipt of your enrolment form LSEL will email you your unique booking reference number and an invoice of our charges, details of the deposit due, balance due and due payment dates.

2.7 Upon receipt of your deposit LSEL will reserve your place on the course. All flights details to and from the UK must be communicated as soon as they are available from the Client and no later than 14 days prior to the date of your arrival date.

2.8 Enrolment is not complete until all relevant documents and fees have been received by LSEL.

2.9 LSEL reserve the right to alter or cancel the course dates and fees from those stated without prior notice.

3. Fees

3.1 Our fees are detailed in Schedule 1 of this Agreement and are subject to change at the discretion of LSEL.

3.2 Fees include; enrolment, on arrival assessment and induction, tuition, scheduled assignments and activities, course materials, end of course assessment and report, LSEL Certificate, Host Family placement, 14 days half board Host Family accommodation, entrance fees associated with scheduled assignments and activities, travel passes, 2x social evenings per week, student support services.

3.3 Exclusions; our fees do not include flights to/from the UK, airport transfers to/from Bakewell, bus and train station transfers to/from Bakewell, personal travel insurance, optional excursions and social events, bank charges.

3.4 Airport transfers to/from Bakewell, bus and train station transfers to/from Bakewell can be pre-booked directly with LSEL and will be invoiced to you at the prevailing rates and payable within your final payment.

3.5 All optional extras can be booked and paid for in the UK through the LSEL representative.

4. Deposits and Balance Payments

4.1 Deposits and balance payments are detailed in Schedule 1 of this Agreement and are subject to change at the discretion of LSEL.

- 4.2 All deposits must be paid within 5 days of the invoice date.
- 4.3 Where deposits are not received within 5 days of the invoice date, your place on the course will automatically be cancelled.
- 4.4 All balances due must be paid at least 35 days prior to the course commencement date or immediately if enrolment is less than 35 days prior to the commencement date.
- 4.5 Where final balances due are not received by the due date, your place on the course and accommodation may be cancelled.
- 4.6 Deposits are non-refundable under any circumstances.
- 4.7 Deposits and registration fees are non-refundable for course places that are cancelled by LSEL for reasons of non-payment of the balance due within the stated timeframes.

5. Payment Method

- 5.1 All payments should be made by Bank Transfer as per the account details stated on our invoice to you.
- 5.2 All bank transfers to include the student name and booking reference number.
- 5.3 All payments must be in sterling (£) unless agreed otherwise.
- 5.4 Following any payments, a copy of the bank transfer receipt must be emailed to LSEL.

6. Accommodation

- 6.1 All accommodation will be inspected by a responsible representative of LSEL for safety and suitability in line with British Council guidelines.
- 6.2 Accommodation will be available to you from the day before your course commencement date to the day after your course completion date as follows;

Day 1:	Arrival	Sunday
Day 14	Departure	Saturday

- 6.3 Students are expected to arrive at a reasonable time, that is between 08:00 hours and 23:00 hours. If arrival time is between 23:00 hours and 08:00 hours, we may require you to book into a local hotel or guesthouse for that night, at your own expense.
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- 6.4 Your living environment will comprise of; a private bedroom with a bed, storage, bed linen and towels, a family bathroom, family dining area, family lounge, laundry facilities, access to Wifi.
- 6.5 The typical British family profile reflects modern society; single or partners, with or without children, with or without pets.
- 6.6 Allocation of Host Family accommodation is made by LSEL and you will be matched as closely to your requirements as possible.
- 6.7 You will be provided with a key to the family home for which a refundable deposit is required.
- 6.8 Smoking and vaping are prohibited inside the host family accommodation unless agreed directly with the home owner.
- 6.9 Nutritionally balanced hot and/or cold meals will be provided on a Half Board basis, that is; breakfast and evening meal each day.
- 6.10 If you are responsible for any damage or breakages in your Host Family accommodation you will be liable for any cost of repairs or replacements.
- 6.11 Changes in accommodation may occur before or during your stay due to emergencies or unforeseen circumstances. In such situations we will ensure suitable alternative accommodation is provided.
- 6.12 LSEL reserve the right to terminate the provision of Host Family accommodation.

7. Protocols

- 7.1 We expect all students to conduct themselves appropriately and with respect to others.
- 7.2 Students are required to comply with the terms and guidelines of the Handbook which will be supplied by LSEL and be subject to amendment from time to time.
- 7.3 We reserve the right to terminate with immediate effect, the provision of Host Family accommodation and/or exclude any student from the course who behaves in an inappropriate or unacceptable manner. In such circumstances, any fees will not be refundable.
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8. General

- 8.1 Students are not permitted to bring animals.

- 8.2 Household electricals and appliances such as rice cookers, kettles, electric blankets, gas burners are not permitted on any LSEL or Host Family premises. If you are in any doubt, please check with our Customer Service team.

- 8.3 All documents can be posted upon request and the cost will be added to your fees.

9. Insurance

- 9.1 All students are required to be covered by a suitable insurance policy throughout their stay.

- 9.2 Your personal insurance policy should include but not limited to cover for cancellation and curtailment, course fees, medical expenses, personal belongings cover, money, personal liability, personal injury.

- 9.3 LSEL do not accept any responsibility or liability for issues arising as a result of students not having the appropriate level of insurance cover.

- 9.4 LSEL cannot recommend insurance companies. Student Studyguard are an example of several industry related insurance companies who can provide you with an online quote, see www.course-u-can.com

10. Amendments, Cancellation and Refunds

- 10.1 Any changes required to course dates and/or travel arrangements involving transfers from airports, bus and train stations, must be requested in writing and emailed direct to LSEL.

 - 10.2 Change requests will be accommodated wherever possible and will incur an administration charge at the prevailing rate.

 - 10.3 Any cancellation requests must be made in writing and emailed direct to LSEL.

 - 10.4 Under the Regulations, you have the right to cancel without giving a reason, within 14 days from the date of our booking confirmation to you. We must receive your cancellation request by post or email after which LSEL will issue a full refund of all monies paid within 14 days.

 - 10.5 In order to cover our expected losses from any cancellation there is a set scale of cancellation charges which must be paid by you;
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No: of Days Before Course Commencement Date	Cancellation Charge
More than 35 days	Loss of deposit and registration fee
35-28 days	50% cost of total cost of booking
27 - 14 days	80% cost of total cost of booking
13 days or less	100% cost of booking

10.6 The minimum cancellation charge will be equivalent to the course deposit and registration fee.

10.7 Any refunds due will be paid by BACS transfer to your nominated account.

11. Group Bookings (For 6 people or more)

11.1 Group bookings can be requested for groups of 8 people or more by contacting LSEL through our website.

11.2 Group bookings must be requested by the nominated group lead a minimum of 12 weeks prior to the course commencement date.

11.3 Once the appropriate registration details have been gathered the group lead will be issued with one booking reference and one invoice for the whole group.

11.4 A deposit equivalent to 50% of the total course fees for the whole group must be paid within 5 days of the invoice date.

11.5 All balances for the whole group must be paid in full 12 weeks prior to the course commencement date.

11.6 In order to cover our expected losses from any cancellation by the group or an individual, there is a set scale of charges which must be paid by you for each person that cancels;

No: of Weeks Before Course Commencement Date	Cancellation Charge
More than 12 weeks	50% cost of total cost of booking
12 weeks or less	100% cost of booking

11.7 In the event that full payment has already been made before 12 weeks prior to the commencement date, you will be refunded any amount due to you.

12. Disclosure of Information

- 12.1 At the time of booking, students must disclose any medical information, any allergies, intolerances, details of any disabilities or access needs and/or information you feel we may need to know about during your stay.
- 12.2 Every reasonable effort will be made to accommodate your needs however where needs cannot be met through reasonable adjustment, we reserve the right to refuse admission.
- 12.3 Where food allergies and intolerances exist, please be aware that in a multi-ingredient home kitchen environment, all meals are prepared in areas where allergens are present. There is a risk that ingredients used in your meal may accidentally come into contact with an undeclared allergen, leading to cross contamination.
- 12.4 You will be photographed or asked to provide a passport size photograph for identity and record keeping purposes.
- 12.5 Photos may be taken during your stay which may be used for marketing purposes. If you do not wish your images to be used in this way, please inform LSEL on your arrival.
- 12.6 It is the policy of LSEL not to disclose any of your personal details to a third party, other than to the appropriate authorities, without your prior written consent.

13. Data Protection

- 13.1 In accordance with the Data Protection Act 1998, you consent to the LSEL holding and processing in any form and transferring to any immigration or other relevant authorities the data it collects which relates to you during your enrolment on the course (including sensitive personal data) for the purpose of LSEL administration and management of its business and for compliance with applicable procedures, laws and regulations.

14. Warranties and Limitation of Liability

- 14.1 We warrant that we will provide our services to you in a professional manner using all reasonable care and skill.
- 14.2 Except in the case of death or personal injury caused by our negligence, and subject to clause 12.1 and to the extent permitted by law, we will not be liable to you by reason of any representation or any implied warranty or condition or any duty at common law for any consequential loss or damage which relate to your enrolment on a course with LSEL.
- 14.3 To the extent permitted by law, the aggregate of our liability in respect of any claim brought by you against us will in no circumstances be greater than the fees you have paid.
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15. Force Majeure

15.1 We will not be liable to you by reason of any delay in performing, or failure to perform, any of our obligations to you. If the failure or delay was due to any cause beyond our reasonable control, including the default of another person, firm or company engaged by us or any Acts of God (including fire, floods, earthquake, storm, hurricane, infectious diseases or pandemics or other natural disasters that are beyond the reasonable control of the parties), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity [or telephone service].

16. Assignment and Waiver

16.1 You are not entitled to transfer, assign or sub-contract your rights and obligations under these Terms and Conditions to any other person or organisation.

17. Proper Law and Jurisdiction

17.1 These Terms and Conditions, their subject matter and your enrolment on the course are governed by and to be interpreted in accordance with English Law and you and LSEL irrevocably submit to the exclusive jurisdiction of the English courts.

17.2 These Terms and Conditions are not intended to and do not confer on any person other than you and any enforceable rights, so that the Contracts (Right of Third Parties) Act 1999 does not apply.

17.3 English Law and UK Government rules and guidelines may be subject to change following the UK's exit from the European Union. At such time, we reserve the right to update our terms and conditions accordingly.

17.4 LSEL reserve the right under any circumstances to update its terms and conditions without prior notification.

18. Non-Teaching Days

18.1 Saturdays and Sundays and all UK Bank Holidays are non-teaching days

18.2 Bank Holidays

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1 January	Tuesday	New Year's Day
19 April	Friday	Good Friday
22 April	Monday	Easter Monday
6 May	Monday	May Day
27 May	Monday	Spring Bank Holiday

26 August	Monday	Summer Bank Holiday
25 December	Wednesday	Christmas Day
26 December	Thursday	Boxing Day

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1 January	Wednesday	New Year's Day
10 April	Friday	Good Friday
13 April	Monday	Easter Monday
8 May	Friday	May Day
25 May	Monday	Spring Bank Holiday
31 August	Monday	Summer Bank Holiday

25 December	Friday	Christmas Day
26 December	Monday	Boxing Day

Schedule 1

1. All our fees are charged per person, per week unless otherwise stated.

2. Table of Fees

2.1 Basic Fees

	General English	General English Plus
Enrolment Fee *	£80.00	£80.00
Course Fee	£525.00	£625.00
Host Family Accommodation	£165.00	£165.00

2.2 Other Fees

Special Dietary Requirement	£30.00	£30.00
Change/Administration Fee**	£30.00	£30.00
London Excursion Fee***	£95.00	£95.00

* Registration fee is payable per enrolment

** Administration fee is payable following any change requests

*** Excursion fee is payable in the UK at the time of booking

2.3 Transfer by Taxi Fees

	One Way
Manchester Airport	£65.00
East Midlands Airport	£65.00
Birmingham Airport	£75.00
Leeds Bradford Airport	£75.00
Chesterfield Train/Bus Station	£25.00
Sheffield Train/Bus Station	£30.00

3. Deposits and Balance Payments

3.1 The following amount is payable per person at the time of booking to secure your place on the course;

Enrolment Fee:	£80.00
Deposit:	£200.00

3.2 Your full balance due is payable 35 days prior to the date of your arrival.

3.3 For bookings on courses that are due to commence within 35 days or less, the full payment due is payable at the time of booking.

3.4 A key deposit of £5.00 is required in exchange for a key to the family home. This is payable direct to the Host Family on your arrival and will be refunded on the return of your key at the time of your departure.