

Terms & Conditions

Uspeak.online

1. Registration and Payment:

- 1.1. In order to reserve a place on a course a registration fee must be paid. Until we receive these monies we will not reserve a place for you. The purpose of this fee is to cover the administration cost of enrolling a student. A registration fee is a one-off payment and ensures that you are a registered member of the college – it has life-time validity.
- 1.2. Registration fee:
 - 1.2.1. £30 registration fee.
 - 1.2.2. If a courier fee is required, the applicant will be notified before in advance of acceptance (if documents are required to be sent as originals).
 - 1.2.3. A registration fee is applicable to all registrations.
 - 1.2.3 Fees include one (1) student's ID number. If you lose or would like to change the ending date of the course, there is a £5 charge per ID number .
- 1.3. Full payment for the course must be made prior to starting the course, including payment for any official documentation.
- 1.4. All costs incurred due to measures taken to recover unpaid fees will be paid by the student.
- 1.5. Should any monies be outstanding then we reserve the right to discontinue that student's studies and charge interest at 7.5% over and above the current base rate as held by Lloyds Bank.
- 1.6. The course fees do not include costs that are incurred on your behalf such as examination fees, personal medical insurance, Transport for London fares or the cost of any social events. Course books are not included in the course fees. You will need to buy the course book for your class level if required. You will not be allowed to attend classes until you are in possession of the relevant course book. You may buy the course book at any book retailers and the College does not require that you purchase the book from us. However please check on the edition in use to ensure that you are buying the correct book.
- 1.7. If you change courses or book a course that spans the use of more than one book then you will be required to purchase subsequent, relevant course books.
- 1.8. The Consumer Protection (Distance Selling) Regulations 2013 apply to any student who enrolls online and these regulations provide for the right to cancel within 14 days of the initial application and a full refund will be given.
- 1.9. Should a student change any of their course details, then we reserve the right to charge a further £25 administration charge.
- 1.10. The minimum age for enrolment on to an adult course is 16 and for those students aged 16 and 17 we proceed on the basis that the parent, guardian of the student under 18 is aware of the enrolment and is bound by all the terms and conditions set out in this document in lieu of the student.
- 1.11. Your registration will only be considered complete once all monies are paid, all required documentation has been submitted and your language level has been assessed.

2. Data

- 2.1. As a part of the registration process we ask you to disclose to us all information that we require in order to assess our obligations and to better understand your requirements.
- 2.2. When you enrol we will require that you produce all appropriate documentation, including passport copies, in order to verify the details submitted to register for the course.
- 2.3. We confirm that we will process the data we hold about you to provide the classes and to arrange for any transport and accommodation that is required, and when processing the data we will abide by the provisions of the Data Protection Act 1998. This data is held electronically on a secure database.
- 2.4. Contact details: you are required to provide – and keep up-to-date – your contact details at all times, your next of kin's contact details in your own country and any other changes of circumstance; especially if you hold a visa.

3. Refunds

- 3.1. A refund will not be considered if:
 - 3.1.1. You decide to withdraw or cancel your enrolment (Except in case of point 1.8)
 - 3.1.2. If you are refused entry at ports or if you are asked to leave any country where Uspeak.online have a physical presence where classes are held.
 - 3.1.3. If it is found that you have engaged in any fraudulent practice in order to obtain the necessary documentation from Uspeak.online to apply for a visa. In such cases, the College will inform the appropriate authorities and you will be asked to leave the course.
 - 3.1.4. If a visa is refused due to documentation being different to that approved by Uspeak.online or documentation that is out of date or documentation is presented that fails to comply with visa requirements as stated at <https://www.gov.uk/check-uk-visa>
- 3.2. Refunds will only be considered in cases of visa refusal upon receipt of relevant official information and upon completion of the refunds process, which is started by emailing admin@uspeak.online (except in the case of 1.8.)
- 3.3. Refund Request Process. If your visa application is not granted and you therefore wish to seek a refund then the notification of the refusal must be submitted to admin@uspeak.online within 7 calendar days from the date of refusal notification, in order for the refund request to be processed if Uspeak.online use any physical presence in a country where classes are held. .
- 3.4. Once a refund is approved, please note:
 - 3.4.1. Refunds may take up to two (02) months from the date when the requisite paperwork is complete.
 - 3.4.2. Registration fees are non- refundable and any third party costs such as examination fees, accommodation booking fees and courier fees are not refundable. Except in the case of 1.8.
 - 3.4.3. We will deduct an administrative fee of £150. Except in the case of 1.8
 - 3.4.4. If the student appeals against the decision to refuse to grant a visa, the College can put on hold the enrolment until a final decision on the immigration status has been reached.
- 3.5. We do not allow students to transfer their enrolment, credit notes or course fees to any third party.
- 3.6. If you have requested a refund and it is declined & you are not satisfied with our decision any fees you may incur are not to be considered in any subsequent judgement.

4. Flexibility

- 4.1. We reserve the right to change teachers, times, dates and/or duration of lessons and location of courses and to combine classes if:
 - 4.1.1. Numbers for any particular class are low, are uneconomic, previous notification ignored or for whatever the reason.
 - 4.1.2. We have to attend to building or maintenance work. 4.1.3. A teacher is sick.
- 4.2. The service is closed for bank holidays and we will not extend courses to compensate. Students do not lose attendance on these days.
- 4.3. Holiday entitlement:
 - 4.3.1. 1 to 7 weeks – no holiday entitlement;
 - 4.3.2. 8 to 12 weeks – 1 week's holiday
 - 4.3.3. 12 to 17 weeks – 2 weeks' holiday
 - 4.3.4. 18 to 23 weeks – 3 weeks' holiday
 - 4.3.5. 24 to 32 weeks – 4 weeks' holiday
 - 4.3.6. 33 to 39 weeks – 5 weeks' holiday
 - 4.3.7. In excess of 40 weeks – 8 weeks' holiday
 - 4.3.8. Holiday must be taken during the tuition period
- 4.4. The service is normally closed for two (02) weeks over Christmas (this holiday will be deducted from your holiday entitlement).
- 4.5. Absence from school during time taken off as holiday entitlement will not affect your attendance record.
- 4.6. You cannot reduce weekly study hours or change from a full-time to a part-time course.
- 4.7. You must use your holiday entitlement when the College is closed.
- 4.8. If you take a holiday, you will not be able to use the time taken at the end of your course.
- 4.9. Once you have started your course the course cannot be stopped or postponed.
- 4.10. Changes to the end date of a course already started may be charged £25.

5. Studies

- 5.1. Students are entitled to:
 - 5.1.1. A placement test & needs analysis.
 - 5.1.2. Periodic tutorials with their teacher.
 - 5.1.3 A student ID number
- 5.2. The maximum class size is normally 10.
 - 5.2.1. There may be occasions when classes temporarily exceed this number before students are re-allocated.
- 5.3. The timetable and structure of the course may be changed whilst the course is running. The College will keep disruption to a minimum. For the most up-to-date information on the timetable please contact admin@uspeak.online for further information.
 - 5.3.1. Please note that we enrol students every Monday so the composition of each class changes from week to week.
 - 5.3.2. If you are studying on a part-time basis you will need to be aware that you may be joining an existing full-time course. Our courses are designed around continuous enrolment and cater for both full-time and part-time students.
- 5.4. General English and Exam Preparation are run on a termly basis. At the end of each term the teacher may be changed.

- 5.5. Upon completion of their course the students may, on request, receive a certificate, showing their actual attendance rate and language level for that course.
- 5.6. We invite you to share any comments or feedback. To receive a certificate, you will need to complete the feedback instrument.
- 5.7. We will not review any feedback or response we receive after the class in question has been concluded or once you have left to College. You must raise any issues with us as and when they appear.

6. Rules

- 6.1. If your attendance falls below 80% then we may move you to another class.
- If your attendance does not improve then your enrolment may be terminated. We reserve the right to inform government authorities if you abscond from your course and you are enrolled on a visa issued in the name of the Uspeak.
- 6.2. Day One of any course or any start date will be given over to induction for all new students – students accept that they may not enter class on that day. Students who do not complete the placement test prior to the Friday before their chosen start date will not, in any case, be permitted to enter class on Day One. Note – we operate a programme of continuous enrolment and new students may join the class on any Monday.
- 6.3. We reserve the right to terminate your enrolment in the event of conduct or behaviour which in our opinion diminishes (or may diminish) the reputation of the College, even if such conduct is not in breach of these terms and conditions. The College's decision is final.
- 6.4. You must contact the Uspeak.online if you are unable to attend your class.
- 6.5. If you arrive more than 10 minutes late for a class then you may not be permitted to enter the class until the next break.
- 6.6. The intellectual property pertaining to our course hand outs and other teaching materials is owned by us and you cannot copy or reproduce the materials for commercial benefit. You also are not allowed to access illegally copied and stored versions of any published material and to do so may put in jeopardy your place on the course.
- 6.7. You must:
- 6.7.1. Only speak English in their class.
- 6.7.2. Inform us if they cannot attend a class for any reason – the production of official documentation to substantiate any such absence will be required.
- 6.7.3. Comply with reasonable requests made by Uspeak.online employees..

7. 16-17 year olds

- 7.1. Students of this age must be aware that they will be placed in a class with adults and treated as adults. However, their teacher will have passed police checks to ensure there is no reason why they cannot teach this age group. In the event of this teacher being ill then and the school not being able to provide a cover teacher who has also undergone the check, the student will be moved to a different class with a teacher who has the necessary clearance.
- 7.2. A parental consent form must be signed and returned to us before 16 and 17 year olds can join a course.

8. Disability Policy

Uspeak.online does not discriminate against anyone in terms of any physical or learning disability. The College may make enquiries during the booking process regarding students' physical or learning difficulties and any other health issues. If you share any of these issues during the booking process we can better advise you. The resources at the College's disposal are as follows:

- 8.1 We are here to help, and in the spirit of assistance, prior notification is appreciated.
- 8.2 We do not currently have any provision for students with hearing difficulties in terms of induction loops.
- 8.3. Materials may be amended to aid students with visual impairment to a certain extent though they would still need to be able to negotiate if Uspeak.online use a physical structure unaided. Guide dogs are most welcome.
- 8.4. Students with learning difficulties such as dyslexia and dyspraxia are admitted. Teachers who have these students are made aware that they are joining the class and provided with support on how best to teach students with these difficulties.
- 8.5. If students reveal any health issues which may impede their performance on the course or their ability to complete the course we will make them aware of our attendance and refund policy.
- Any information is stored on the student record and academic managers make teachers aware of any students joining their class with physical or learning difficulties or any relevant health issues.
- All staff are trained to deal with this information sensitively and confidentially.

9. Accommodation (this service has been presently suspended due to service suspension)

- 9.1. Accommodation will be confirmed when full payment is made. The College reserves the right to change the type of accommodation if we cannot provide what has been requested when the payment is received.
- 9.2.1. International students will only have accommodation details and confirmation of the final address when they get their visas and after sending a copy of it to admissions@ukenglish.org.uk. The school reserves the right to change or ask the student to pay any difference if the original accommodation request is not available.
- 9.3. Cancellation Policy for Accommodation:
- 9.3.1. More than two (02) weeks' notice before arrival, accommodation fees will be refunded in full.
- 9.3.2. Students wishing to leave their accommodation earlier will need to give a minimum notice of two (02) weeks.
- 9.3.3. Less than two (02) weeks' notice, there will not be any refund.
- 9.4. There will not be any refund for No-shows in cases where the stay is for two (02) weeks or less. A two (02) weeks cancellation fee charge will apply to No-shows for bookings longer than two (02) weeks.
- 9.4.1 Accommodation stated in the UKCE invitation visa letter cannot be cancelled.
- 9.5. We must receive written notice of cancellation between 09.00am and 05.00pm on week days which are not public holidays in the UK.
- 9.6. The Home Stay agencies, that we work with, are British Council accredited.
- 9.7. A Flight Transfer waiting time of 1½ hours is included in the transfer price. If you do not contact the driver within 1½ hours of the flight's arrival time, the driver will leave the airport and any request for a further transfer will be charged at full rate. Waiting time starts from the scheduled time of arrival, unless the flight is early, in which case waiting time will start from the actual flight arrival time. There are no refunds for Flight Transfers. Please read your Airport Transfer confirmation documents carefully before departure to the UK, as they include important arrival information.
- 9.8. All homestay accommodation options have a minimum booking of two (02) weeks.

10. Liability

- 10.1. Save for death or personal injury caused by our negligence we exclude to the extent permitted by law all conditions, warranties and other terms which might be implied by statute, common law or equity any liability for any direct, indirect or consequential loss or damage of any kind, howsoever arising and whether caused by tort (including our negligence), breach of contract or otherwise even if such loss is foreseeable.
- 10.2. The provisions of clause 8.1 do not extend to any liability to students arising out of any fraudulent misrepresentation made by us or our employees or agents.
- 10.3. Subject to the provisions of clause 8.1 all activity undertaken by a student is strictly at the student's own risk and we take no responsibility. This includes any activities where our employee is present as a guide or facilitator.
- 10.4. It remains each student's responsibility to safeguard their property and consider whether insurance is required.
- 10.5. We shall take all reasonable steps to fulfil student expectations regarding the course but we do reserve the right to alter services to at least an equivalent standard at no additional cost.
- 10.6. While we take all reasonable steps to ensure the information contained in our brochures and website is accurate, we reserve the right to alter this, substitute or withdraw any amenity without further notice.
- 10.7. Should any of the following events occur then we will not be liable to provide further services:
- 10.7.1. Strikes.
- 10.7.2. Industrial action.
- 10.7.3. Fire.
- 10.7.4. Civil unrest.
- 10.7.5. Acts of God.
- 10.7.6. Legal action.
- 10.7.7. Withdrawal of regulatory consents.

11. General

- 11.1. These terms of business are written in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.
- 11.2. The Contracts (Rights of Third Parties Act) 1999 is excluded.
- 11.3. No variation to these terms will be binding unless the variation is recorded in writing and signed by us and the student.
- 11.4. These terms of business represent the entire agreement reached by the parties and excluding any fraudulent misrepresentation, no other statement, whether oral or in writing, will be regarded as a contractual term of these terms of business.
12. Passport/ID Cards/ Proof of Payment – All students are required to present their passport/ID card and proof of payment on their first day and the school will retain a copy.
13. Photography – Sometimes the College or our representatives take photographs and videos during our courses which may be used for promotional purposes. Please advise us at the time of booking if you do not wish to appear in any promotional material.