

# *Terms and Conditions*

## 1. Enrolment

Initial enrolment with Waterloo School of English/Waterloo House College can be made by email, fax, phone or post, via an accredited agent or in person at the College. Until course payment has been received by the College, no enrolment can be confirmed.

Waterloo School of English/Waterloo House College courses are designed and intended for adult learners aged 18 and above.

We do not currently accept students below the age of 18, except when they come as part of a supervised group.

If a student changes the starting date of their enrolment with the School/College on one or more occasions, there will be a charge of £25 for each additional enrolment letter required.

## 2. Payment

Course payment must be made in full to Waterloo School of English Ltd at least 14 days before the student's start date in British pounds (GBP) by:

- Banker's draft
- UK bank cheque
- Bank transfer\*
- Online credit transfer (Recommended)
- Cash (paid in person at the School)

\*You are reminded that payment by bank transfer may take 10 days or more to reach our account: adequate time must be allowed for this. **All bank fees must be paid by the sender in his / her own country and in the UK.**

Payments are required in British pounds (GBP). Students are responsible for all bank charges, both in the country of origin and from England. Our bank details are:

HSBC,  
16 King Street,  
Covent Garden,  
London WC2E 8JF  
England

|                                     |                                 |
|-------------------------------------|---------------------------------|
| Account name:                       | Waterloo School of English Ltd. |
| Account no.:                        | 31792962                        |
| Sort code:                          | 40-04-09                        |
| SWIFT/ BIC:                         | MIDL GB 22                      |
| International Bank Transfer (IBAN): | GB53 MIDL 4004 0931 7929 62     |

Unless otherwise stated, the course price does not include any of the following: textbooks (which are required for each course level attended), external exam fees, personal or medical insurance, 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 a flat, one-off registration fee of **£52** (price valid until the end of July 2010), payable for administrative support (Support Letters, Student ID, Certificate, etc).

Tuition fees are only valid for the person specified on the enrolment invoice.

#### 4. Refund policy

No request for cancellation and refund will be considered unless it is in writing, submitted with original documentary evidence that includes your Waterloo School of English/Waterloo House College enrolment letter.

##### *(a) Visa refusal*

On production of the original visa refusal letter, Waterloo School of English/Waterloo House College will fully refund the tuition fees, less the registration fee and a standard charge of **£ 50** to cover the initial administration fee, the extra work involved for the School and any bank charges incurred in transferring the money back to the source bank account.

Students will **not be entitled to a refund** of their tuition or registration fee in the case of a visa being refused on the grounds of paragraph 320 (7A, 7B and 11) of the UK Border Agency rules. For more information please see addendum at the bottom of this document or visit:

<http://www.ukba.homeoffice.gov.uk/policyandlaw/immigrationlaw/immigrationrules/part9/>.

##### *(b) Visa withdrawn*

If a student has withdrawn their visa application, there will be no refund until we receive original documentation from the entry clearance officer at the local British embassy or consulate concerned.

##### *(c) Cancellation prior to course start*

If you cancel more than two weeks before your course begins, Waterloo School of English/Waterloo House College will refund 80% of the fees you have paid.

If you cancel less than two weeks before your course begins, Waterloo School of English/Waterloo House College will refund 50% of the fees you have paid.

No refund will be given if the course cancellation is requested 5 days prior to the starting date or at any point after the course starting date.

If a visa student cancels their course, we are obliged to notify the Home Office of this fact and any student visa issued may be withdrawn.

##### *(d) One-to-One tuition*

In the case of one-to-one tuition, a lesson can only be postponed or cancelled if the College is

advised two working days in advance. If you arrive late for a lesson, the missing minutes from your class will not be credited.

*(e) Transfer of fees*

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

*(f) School changes to schedules*

Whilst Waterloo School of English/ Waterloo House College will make every attempt to place you in the course of your choice and at the time of your choice, the final decision will be made after you arrive and take our test/interview. If your ideal time is not available, we will always offer another suitable alternative to you, but we cannot guarantee exact schedules. We also reserve the right to cancel, combine or alter the time of a course where the course itself is undersubscribed, before or during a term.

*(g) Commitment to study*

Please be aware that wherever conflict in schedules arises between hours of studies and work, you must place your studies first; we will not accept taking on a part-time job as reason for requesting a change to your schedule.

As our tuition fees may vary depending on the timetable, in cases where the Principal or Director of Studies agrees to a student's request to change his/her schedule, the student will be requested to pay any difference in the tuition fees, resulting from the new timetable. In cases where the tuition fees paid are more than the tuition fees of the student's course in the new timetable, WSE/WHC will not offer any sort of course extension or cash back.

*(h) Other conditions of non-payment of refunds*

No refund will be given in the event of:

- you being asked to leave the College because of gross misconduct (i.e. abusive behaviour) on your part.
- you being asked to leave the country by the British Authorities.
- self-cancellation after course start
- you being refused re-entry if you leave the UK during the course without a covering letter from Waterloo School of English/Waterloo House College.
- a refusal by the British Authorities to give you a visa extension because you have not attended a minimum of 80% of the course for which you have been enrolled.

No refunds will be made if the student leaves the UK without permission from the School and is refused re-entry.

You are advised to take out insurance, so as to avoid loss if you have to cancel or curtail your course.

*(i) Group Payments, Cancellation and Refund Policy*

Waterloo School of English may accept groups (10 or more students) throughout the year.

WSE/WHC will consider a group if 10 or more students are booked for the same course at the same time, starting on the same date and for the same course length.

WSE/WHC will clearly specify what the package booked includes and an extra charge will occur for any extra service requested afterwards.

A non-refundable deposit of 20% (over the package price) is requested 4 months prior to the student's arrival to cover pre-booking of extra rooms and extra teachers.

A full payment must reach the School/College 40 days before the group's arrival.

If the group cancels up to 3 weeks before the course begins, Waterloo School of English/Waterloo House College will refund 80% of the tuition fees you have paid, as long as this amount covers all School/College's expenses with any kind of pre-bookings (rooms, teachers, academic material, etc).

If the group cancels less than three weeks before your course begins, Waterloo School of English/Waterloo House College will refund 50% of the fees you have paid, as long as this amount covers all School/College's expenses with any kind of pre-bookings (rooms, teachers, academic material, etc).

No refund will be given if the group course is cancelled 7 days prior to the starting date or at any point after the course starting date.

Where accommodation and any other services (e.g.: tours, trips) are requested, the Terms & Conditions of the agency/company used apply.

## **5. Accommodation**

Waterloo School of English/Waterloo House College does not provide accommodation for students. Instead we work closely with accommodation agencies that offer halls of residences/hostels and homestay accommodation. All host families are inspected to The Accreditation Body for Language Services. Each agency's terms and conditions apply.

If a student changes the starting date of their enrolment with the School/College and has also booked accommodation through the School/College, there will be an extra charge of £25 for each additional accommodation letter needed by the student.

## **6. Student records**

Waterloo School of English/Waterloo House College will collect and maintain your personal information lawfully and fairly, in accordance with the 1998 Data Protection Act. This information will be protected against loss and theft or unauthorised access, disclosure, copying or modification. It will not be supplied to third parties, except authorised legal entities in England.

**You are responsible for giving the College accurate and up-to-date information about your address, phone numbers, email address and emergency contact details in the UK and your home country whilst you are studying at the College.**

## 7. Course extensions

if you extend your period of study without a break, you will not be required to pay an additional administration fee.

## 8. Holiday policy

You must give the College Registrar 14 days' notice before you take a holiday and holidays may only be taken in full weeks. The length of permitted holiday during a course is as follows:

| Weeks of classes | Additional holiday weeks |
|------------------|--------------------------|
| 1-7              | 0                        |
| 8-11             | 1                        |
| 12-17            | 2                        |
| 18-23            | 3                        |
| 24-29            | 4                        |
| 30-35            | 6                        |
| 36-39            | 8                        |
| 40-52            | 12                       |

## 9. School/College holidays

The School/College will be closed during Bank Holidays and Easter, Christmas and New Year period.

Students entitled to holiday must use their holiday allowance when the School/College is closed during the period mentioned above. There are no fee reductions or course extension for when the School/College is closed on public holidays.

Waterloo House College students may also have a summer holiday to take their external examinations.

For the exact closing dates for this year please visit our websites [www.waterlooschool.co.uk](http://www.waterlooschool.co.uk) or [www.waterloohousecollege.com](http://www.waterloohousecollege.com).

## 10. Visas

Some students require visas for the UK. You are advised to visit the United Kingdom government website ([www.ukvisas.gov.uk](http://www.ukvisas.gov.uk)) or contact your nearest British embassy, consulate or high commission to check on current visa requirements. Students who are visa nationals are required by the authorities to attend full-time (daytime) courses of a minimum of 15 hours per week.

## 11. Attendance and Conduct

All students are required to attend their classes regularly and on time. Absence due to sickness or accident is not refundable.

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

**The College reserves the right to refuse admission to any student or to dismiss any student in the event of misconduct or unsatisfactory work. In such instances there will be no refund of tuition fees.**

### **School Procedure in the Event of Serious Student Misconduct**

The vast majority of students show respect for the school building, its equipment and resources, other students and our staff. Occasionally a student may be guilty of misconduct of some kind.

#### ***Examples of serious misconduct***

- 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 or indecent assault.
- Ridicule, embarrassing remarks or jokes, unwelcome comments about dress or appearance towards a teacher or another member of staff or another student
- Deliberate damage or misuse of school resources or vandalism to the school building
- Theft of school resources or another student or member of staff's personal property
- Repeated refusal to follow the rules of the school
- Behaviour outside the school that could bring the school into disrepute.

#### ***Three-stage procedure***

Stage 1 will be a meeting with the class teacher to resolve the issue

Stage 2 will be a meeting with the Director of Studies to resolve the issue, if the meeting with teacher has not been able to resolve it to the satisfaction of the complainant and the School

Stage 3 will be a meeting with the Principal to resolve the issue, if the meeting with the Director of Studies has not been able to resolve the issue to the satisfaction of the complainant and the School

#### ***The Principal's decision is final.***

The student who has been accused of misconduct is entitled to have a friend or other representative present when his or her case is being considered at all stages in the procedure

In the event of an accusation of serious misconduct being upheld by the Principal, the student will be asked to leave the school if we are beyond reasonable doubt that the student has committed the act of serious misconduct. As our Terms and Conditions clearly state, no

refund of any course fees paid will be given.

## **12. Student Handbook**

Any additional regulations relating to the safe running of the College are contained in the Waterloo School of English/Waterloo House College student handbook, given to each student on the first day of their course. They form part of the Terms & Conditions. All students are expected to read and understand the information in the pack.

You are expected to participate actively in your class, to take progress tests periodically, and to do your homework regularly. For English Language students, you are also obliged to purchase a coursebook.

All students are expected to speak English on the School premises, both in class and outside it.

## **13. Student Coursebook**

Students must have a coursebook to gain entry to a class.

Students receive a coursebook on arrival at the School only for the term that they have enrolled.

The coursebook provided will be only for Waterloo School of English students.

All students will be required to buy any different book for themselves for every term and each time they change level.

## **14. Course allocation and class times**

We are unable to allocate you to a specific class before you register at the School/College. On arrival at the College for registration and before joining a course you will have to do a placement test and an interview. The test and interview results will be used immediately to place you in a suitable class for your level of ability. You will be informed of your class times at this stage.

The times of your class will not alter unless authorised formally by the School/College.

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

The maximum class size is 16. Occasionally classes will rise above this number temporarily until students are allocated to other classes.

## **15. Certificates**

You will be given an attendance certificate if you have achieved an 80% attendance or more for the period for which you have enrolled. Students who attend for less than 80% can request

an attendance certificate: this will be provided, stating the actual attendance level that the student achieved.

The School/College will only provide you with a course completion certificate if you successfully complete the course in question.

## 16. Special Offers

From time to time, Waterloo School of English and Waterloo House College advertise 'Special Offers'. These are designed for students who are already resident in the UK and have found the School/College by their own initiative (i.e. without the assistance of an agent) or to reward the loyalty of a student who wishes to renew their subscription to the School

Special Offers can be withdrawn at anytime by the School/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 of students for promotional purposes. By enrolling at the College you accept that any photographs taken of you by Waterloo School of English/Waterloo House College may be used for promotional purposes.

## 18. Data protection

You agree that Waterloo School of English/Waterloo House College keeps your records on its computerised system. The information we hold about you is confidential and we will not sell, trade or rent it to any other parties of any kind. We will only disclose it outside our College if:

- (a) we have to use third parties for certain services, in which case we will always do so in accordance with the applicable law and will take reasonable precautions to ensure that the service provider protects your personal information the law permits or requires it, or
- (b) any regulatory or governmental body requests or requires it, even without your consent.

We will use your information for the following purposes:

- (a) to process your application for the administration of your course;
- (b) to provide you with the best possible service whilst you are a student at our School;
- (c) to tell you about our promotions and new products at Waterloo School of English/Waterloo House College;
- (d) to provide data for statistical analysis.

## 19. Disabled access

We regret that Waterloo School of English/Waterloo House College has no access for wheelchairs users.

For any other enquiries regarding facilities for students with disabilities, please send an e-mail to: **study@waterlooschooleft.co.uk**.

## **20. Liability**

Waterloo School of English/Waterloo House College and its 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 post or fax sent to you at the College.

## **21. Force Majeure**

Neither Waterloo School of English/Waterloo House College or its representatives are liable for refunds or damages, however they arise, in cases where the School/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.

## **Addendum – UK Border Agency Immigration rules**

*Part 9 - General grounds for the refusal of entry clearance, leave to enter or variation of leave to enter or remain in the United Kingdom*

### **Refusal of entry clearance or leave to enter the United Kingdom**

320. In addition to the grounds of refusal of entry clearance or leave to enter set out in Parts 2-8 of these Rules, and subject to paragraph 321 below, the following grounds for the refusal of entry clearance or leave to enter apply:

**Grounds on which entry clearance or leave to enter the United Kingdom is to be refused**

(...)

**7A) where false representations have been made or false documents or information have been submitted** (whether or not material to the application, and whether or not to the applicant's knowledge), or material facts have not been disclosed, in relation to the application.

**(7B)** subject to paragraph 320(7C), where the applicant has previously breached the UK's immigration laws by:

- (a) Overstaying;
- (b) breaching a condition attached to his leave;
- (c) being an Illegal Entrant;
- (d) using Deception in an application for entry clearance, leave to enter or remain (whether successful or not);

(...)

**Grounds on which entry clearance or leave to enter the United Kingdom should normally be refused**

(...)

**(11)** where the applicant has previously contrived in a significant way to frustrate the intentions of these Rules. Guidance will be published giving examples of circumstances in which an applicant who has previously overstayed, breached a condition attached to his leave, been an Illegal Entrant or used Deception in an application for entry clearance, leave to enter or remain (whether successful or not) is likely to be considered as having contrived in a significant way to frustrate the intentions of these Rules.

For full document on the UK Border Agency refusal policy please visit:  
<http://www.ukba.homeoffice.gov.uk/policyandlaw/immigrationlaw/>