

## Oxford Spires Language School

### Terms and Conditions for Groups

#### DEFINITIONS

Arrival date: means the day the Group arrives in the UK to start their course.

Course: means the educational course which has been agreed in advance between the School and the Representative or Partner and as detailed in the Booking Confirmation document.

Course start date: means the day the Group starts the Course, usually one day after arrival in the UK.

Course end date: means the day the Group finishes the course.

Departure date: means the day the Group leaves the UK.

Deposit: the amount payable at the time of booking a Course in order to secure a Group booking; this is equal to 20% of the total payable fees.

Partner: a local representative of Oxford Spires Language School who has entered into a separate contract with Oxford Spires Language School and thus has the authority to bind Oxford Spires Language School to this contract.

Representative: an individual acting on behalf of the Group, who has the authority to bind Oxford Spires Language School and the Group to this contract.

Group: the students and accompanying adults who are attending the Course.

Student: any singular participant of the Group who is not an accompanying adult.

Accompanying Adult/Group Leader: any participant of the Group who is not a student.

You: the Representative or Partner making the booking on behalf of the Group and who is entering into this contract.

Summer: The period during which our international Summer programmes operate; dates according to publicity.

Off-season: Any period outside the Summer.

These terms and conditions are for Groups who are joining a Group programme, whether during the summer or in the off-season. If you are booking on behalf of an individual, you and they will be subject to separate terms and conditions.

**1. BOOKINGS** - When you make a booking with OXFORD SPIRES LANGUAGE SCHOOL (OSLS) you are agreeing to these Terms as a legally binding contract by purchasing a place on one of our courses.

All bookings must be made by You, on behalf of the parents or legal guardians of the Students joining the Group.

Your booking is only accepted when you have received written confirmation from OSLS or from our authorised representative or partner, and you have paid the non-refundable deposit.

The "Booking Confirmation" document will confirm the Group's course and will show the dates of study. The total fees will be stated on the invoice.

Groups are advised against purchasing flights or making any other arrangements until these documents have been received.

OSLS is entitled to invoice You for course fees at any time after we have accepted and confirmed your booking.

2. **DEPOSITS** - A deposit in the amount of 20% of the total payable fees is payable on receiving your invoice. The deposit is non-refundable.

You must pay the balance of the fees in full no later than 4 weeks before the Arrival Date, or immediately if you book less than 4 weeks before the start of the Group's course.

3. **PAYMENTS** - All prices are listed in UK Sterling, unless otherwise stated, and all payments must be made in UK Sterling.

You can pay by international bank transfer and add £15 to your invoice total, or alternatively, you can avoid all charges by paying via Flywire (including credit card payments).

Invoices must be paid in full no later than 4 weeks before the Arrival Date.

No student will be allowed to join the course until payment has been received in full.

4. **LATE PAYMENTS** - If you have not made your balance payment by the due date OSLS will be entitled to charge you interest at the rate of 6% per annum above the base rate of HSBC plc until your payment is made in full.

5. **CANCELLATION** - If you cancel your booking, you must write to us to let us know. We will confirm the cancellation in writing back to you. Cancellations will be subject to the charges listed below.

Cancellation charges:

- If you cancel up to 8 weeks prior to arrival, there will be no charge.
- If you cancel between 7 and 3 weeks before your course starts, OSLS will charge you 50% of the total fees and refund the remainder, minus the non-refundable deposit.
- If you cancel within 3 weeks of arrival or if the Group does not arrive, no refund will be given.

In the event of any Student leaving the course before it is finished, no refund will be given.

If you wish to make any changes to your booking, you must do so in writing.

OSLS reserves the right to charge you a further administration charge of £50 for any changes to your booking. All changes will be subject to availability.

## 6. **CHANGES**

If you wish to make any changes to your booking, you must do so in writing. Examples of changes include but are not limited to course, course dates, arrival and departure transfers, and details of any individual participants.

OSLS reserves the right to charge you an administration fee of £50 for any changes to your booking.

We will not charge for changes due to delays in obtaining your visas, as long as you have applied for your visas in good time. In this case, postponement may be possible, if there is space on the new course dates requested.

All changes will be subject to availability.

**7. INSURANCE** – OSLS strongly recommends you arrange full insurance cover against any charges related to your booking (travel and medical problems, cancellation or the termination of the Group's course).

OSLS is able to arrange insurance cover for students on request through guard.me student insurance. This must be requested expressly at the time of booking and is charged at a rate of £7.00 per student per week.

**8. CONDUCT AND DISCIPLINE** – All students are expected to comply with the school code of conduct and English law.

Students are expected to attend all aspects of the Course provided: classes, meals, activities, and excursions.

OSLS has a zero tolerance policy on alcohol consumption or possession (regardless of age), smoking, drug use, racism, bullying or intimidation, violence, vandalism (to school, public, or other Students' property or equipment), and leaving the school or residence premises without permission. Any of these acts will result in the Student being disciplined in line with our behaviour policy.

Minor offences may result in a verbal warning or suitable sanctions.

Continued unacceptable behaviour may result in removal from classes for longer periods and further sanctions.

More serious offences may result in formal disciplinary procedures and a written warning. At this stage you and/or the partner will be informed that another incident will result in expulsion at your expense.

The final course of action will be expulsion from the school.

OSLS reserves the right to discipline, suspend and ultimately expel any student, in line with the behaviour policy. When this occurs, no refund will be given, and the Student will need to return home at your expense as soon as possible.

**9. HEALTH AND MEDICATION** - OSLS must be made aware of any existing medical conditions, allergies, prescribed medication, behavioural needs, and any other matters relating to the students' health and wellbeing prior to their arrival.

Any prescription medication must be handed over to school staff upon arrival, and accompanied by details of the contents, administration, and storage written in English.

**10. VISAS** – It is at your discretion to determine whether the Students require a visa to travel, and when is an appropriate time to submit any applications.

OSLS can provide some guidance, but recommends consulting your local British Embassy, Consulate, or High Commission to ensure the Students will be allowed to enter and study in the UK.

If the Student requires a visa to take up their Course with OSLS, we will provide you with relevant documentation (the "Visa Support Letter") required to secure the Students' visas, only after the fees have been paid in full.

The "Visa Support Letter" will allow the Students to apply for a Short Term Study (Child) visa.

You should check the documentation OSLS provides carefully; any changes or errors must be notified to us immediately in writing.

OSLS requires a copy of the Students' passports and visas before arrival in the UK.

OSLS will not be held responsible for any costs incurred should any Student not receive their visa.

**11. THIRD PARTY SERVICES** – All accommodation, classroom facilities, cleaning, transport, and catering are provided to OSLS by third party providers which are hired before the start of the Course.

OSLS will endeavour to ensure that the facilities and services provided are suitable for the Course and the Students, however provision of the above is ultimately out of our control and we can give no guarantee as to the performance of the third parties.

Any feedback on the provision of the third parties will be received and passed on to the respective provider.

**12. COURSE CHANGES** - Arrangements and all the courses outlined in OSLS publicity materials are given in good faith. However, courses and timetables may be subject to change from time to time.

OSLS reserves the right to change the particularities of courses, including changes to courses, facilities or dates of programmes where circumstances beyond our control make it necessary for us to do so or where the level of bookings received does not reach the minimum number required to operate a course.

In this event OSLS will provide comparable services or, if this is not possible, refund you the associated cost for that part of the service, which remains at the discretion of the school. In either case, OSLS liability shall cease and you shall have no other or further claim against OSLS.

OSLS may occasionally admit Students who are younger (but no younger than 2 years) than the advertised age range if they are travelling as part of a Group, and adequate preparations have been made by You, their group organiser, and the group leader. OSLS will perform all safety checks and implement any special measures needed (as laid out by British Law, the British Council and/or the local safeguarding board).

**13. DAMAGE** – Students are liable for any damage caused during their stay, including to the facilities and structures used by the school, property of other students, property of the host families, or property of the school and its staff.

OSLS reserves the right to recover these costs from the Student before their departure. If the Student does not have sufficient funds, you will be invoiced accordingly and will be required to make payment by credit card or bank transfer in a timely manner.

OSLS reserves the right to suspend any Student owing fees incurred by damage until they have been paid in full.

**14. LIABILITY** - OSLS does not accept liability for Students' personal injury or death unless it is proven to be caused by the negligence of OSLS or its employees.

OSLS does not accept any liability for the loss or damage to any Students' property.

OSLS accepts no responsibility for losses or additional expenses that might be incurred in the event of cancellation or delays of Students' travel services or as a result of events and

action that OSLS cannot control such as, without limitation: strikes, disasters, war or the threat of war, acts of terrorism, quarantine, weather, sickness or any other event outside the control of the company.

15. **COMPLAINTS** - In the unlikely event you have any complaint against any aspect of the services OSLS provide, you should notify OSLS head office in writing and it will be investigated accordingly.

The outcome will be communicated to all parties concerned as soon as is reasonably possible.

16. **JURISDICTION** - The exclusive legal jurisdiction of all courses booked with OSLS and issues relating to them is English Law.

17. **MARKETING** – OSLS sometimes uses students' photographs, videos, feedback and course work in promotional materials.

The purpose of these promotional materials includes but is not limited to: future marketing, advertisements, our website and social media, and our partners' marketing, advertisements, websites and social media.

Any feedback received from Students may also be used for the same purposes.

When booking your course, please indicate your acceptance of these terms by ticking the appropriate box on the booking form.

If you do not want your child's image or statements to appear in promotional material for any sensitive or legal reasons, you should inform OSLS in writing.

18. **MARKETING MATERIALS** - OSLS brochures, website, and publicity materials are the responsibility and intellectual property of OSLS.

19. **STUDENT OBLIGATIONS** – Any Student participating in an OSLS Course agrees to;

Attend all classes, activities, and excursions as set out by the timetable and conducted by OSLS staff;

Comply with school rules, health and safety rules, and abide by English Law whilst in the UK;

Maintain an immigration status that allows them to participate in the Course for its duration.

You agree and accept that you have informed the student of their obligations prior to joining the Course. You agree that you are responsible for the Student fulfilling their obligations and following the Course rules.

## 20. **GROUP LEADERS AND THEIR OBLIGATIONS**

OSLS offers free places to group leaders at a ratio of 1:15. Additional group leader places are available at an extra cost.

Group leaders must be responsible adults (aged 21 and over), and they are required to take part in active supervision of their Group at all times. They must also participate in the welfare of the Students in their Group, as detailed in the Group Leader Handbook. Group leaders must be able to communicate effectively in English with OSLS staff (at least one group leader if multiple are attending).

Free group leader places must be taken up by responsible adults, and are not transferrable to Students, relatives, teachers, or other people, whether they are associated with the Group or not.

If OSLS deems any group leader incapable of carrying out the duties and responsibilities required of them, we reserve the right to replace the group leader with a member of OSLS staff, and we reserve the right to claim reimbursement from the Partner or local representative for costs incurred.

Group leaders must be responsible adults, known to You, and you must have made all the appropriate checks available to you in your country (e.g. Police certificate of good conduct, other criminal record checks, etc.) and that these indicate that there is no reason why this person should not have responsibility for supervising a group of children.

**21. GDPR AND DATA PROTECTION** – Your and the Group’s personal data will only be used in accordance with the current English data protection legislation. OSLS complies with this legislation and your data will not be disclosed without your consent.

OSLS keeps the following personal information in electronic and paper format about all Students:

- Full name
- Home address
- Contact telephone numbers
- Contact email address
- Date of birth
- Passport number and visa details
- Photo or video
- Next of kin or emergency contact details
- Course and language capability details
- Allergy and medical details

OSLS may collect and process the following data about you:

- Information you provide by filling in our booking form;
- Your company details, including bank details;
- Any correspondence between you and OSLS;
- Feedback, survey results, questionnaires, and other such tools, for internal purposes;
- Details of your visits to our website and the resources you access.

OSLS will use this information to:

- Process your application;
- Process your payments and invoices;
- Inform you about similar products or services we offer, although you may ask us at any time to stop using your information in this way.

OSLS will not share your details with any other third party except:

- We may be requested to pass details of our Students on to the British Council or the UK Border Agency;

- In the case of arranging homestay accommodation, the Students' full name, age, date of birth, nationality, and allergy/medical information will be provided to the homestay agency, who will then share it with the host family.

OSLS will keep your and your Group's personal data for the duration of their stay, and then for a further 7 years. This is to enable us to:

- Fulfil regulatory and legal obligations;
- To ease administration if your Group wishes to return to OSLS for further studies;
- And to keep you up to date with news from OSLS which may be of interest to you.