



Learn English in Cornwall

Terms and Conditions at Learn English in Cornwall

1. Terms and Conditions

European Council Directive 97/7/EC establishes rights for all clients buying at a distance. This includes language courses at '**Learn English in Cornwall**'. The regulations ensure that all businesses meet certain basic requirements. There must be a clear contract. This means that both the client and the owner of the business know what to expect. It must be absolutely clear when exactly a binding agreement is reached. This information is provided to meet these needs. Please contact me direct if you need a clearer explanation of anything relating to these Terms and Conditions.

1a. Description of main services offered

I am highly qualified and experienced teacher who specialises in teaching languages.

I offer you is a language course which is specifically designed to meet your individual language learning needs. I provide you with accommodation, meals, transport and teaching materials as outlined in the course descriptions on this web site.

My courses take place in an atmosphere which respects your needs, my needs, and the environment.

1b. My contact details

E-mail: julietamblin@btconnect.com

Web Site: <http://www.learnenglishincornwall.co.uk>

Contact Julie Tamblin
Phone: +44 1208 871184

Registered Address:
Talbot Lodge,
2 Duke Street,
Lostwithiel,
Cornwall,
PL22 OAG



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2. Terms of Contract

2a. Your rights

Your rights with '**Learn English in Cornwall**' include:

- a teaching programme delivered by a qualified and experienced teacher and designed for your individual needs
- a proper fulfillment of my teaching contract with you
- your meals and accommodation provided as agreed at the time of booking
- any other special requirements, such as extra teaching or specific excursions, as agreed and paid for beforehand

2b. Your responsibilities

You have **two** main responsibilities:

Firstly, to complete the booking form provided with as much detail as possible so that I can plan your course effectively.

Secondly, to make payments for the course by the dates specified on the Booking Form. You are responsible for making payments in good time. A late second payment for the course will result in your course being cancelled without a refund. Students are responsible for any bank charges in relation to payments into my account.

Please note:

- any costs resulting from cancellations or other changes of plan by the student are the responsibility of the student, their parent or guardian.
- the payment schedule is clearly defined on your Booking Form. I will send you clarification of this schedule by email during the booking process. I will also send you a reminder of the date when your second payment is due to reach my bank account
- if you are the parent or guardian of a student under 18 years old, you must supply me with a current photograph of that student. You must also supply me with accurate, up to date information so that I can contact you at any time during the course, if necessary.

2c. My rights and responsibilities

My rights within this contract include the right to be paid on time, the right to occasional time away from teaching and the right to my personal privacy. I retain the right to be flexible in the delivery of all courses at Learn English in Cornwall, including the content, the timing and the teacher.

My responsibilities at '**Learn English in Cornwall**' include providing each of my students with an excellent language learning experience in a peaceful, friendly and supportive environment.



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3. Prices and payment details

My prices are as stated on the Prices Page of the **Learn English in Cornwall** website: <http://www.learnenglishincornwall.co.uk/prices.htm>

3a. Details of payment schedule

Fees for courses at **Learn English in Cornwall** are payable in two stages and two equal amounts.

Stage 1: The Booking Form must be completed and sent to me at the same time as the first payment is made. Completion of the Booking Form confirms that the Terms and Conditions have been read, understood and agreed by the student and / or their parent or guardian. The Booking Form is available from the **Learn English in Cornwall** website, or direct from me by post or email.

The first payment of 50% is due at the time of booking. Receipt of this payment into my bank account constitutes a mutually binding legal agreement between **Learn English in Cornwall** and the student and / or their parent / guardian.

Stage 2: Your Booking Form includes a payment schedule which will give the date of when your second payment is due to arrive in my bank account. I will also confirm with you with the date of your second payment when I send you the receipt for your first payment.

I will also remind you of this date, by email, two weeks in advance of when the payment is due. The second payment must clear my account **four weeks before the student arrives**.

3b. Late arrivals

My courses run within mutually agreed time frames. There are no extensions to the course or refunds for late arrivals.

3c. Late Bookings

Normally bookings are made several months in advance of the course start date. For any bookings made six weeks or less before the course begins, full payment will be required at the time of booking.

3d. Administration Fee

A payment of £25 is due with the first deposit for courses at Learn English in Cornwall. This is to cover administrative expenses such as telephone bills, computer and website maintenance, marketing and legal costs.



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4. Cancellations

4a. Consumers' right to cancel

The consumer has a right to cancel within 7 working days of the initial contract with a full refund provided.

If the student cancels five weeks or less before the course start date the student loses the initial deposit.

If the student cancels in the period of 8 – 27 days before the course start date they also lose 70% of their second payment. If the student cancels 1 – 7 days before the course start date the student loses 100% of their second payment in addition to their first.

The first deposit of 50% remains non-refundable on the basis that the business needs to make preparations for the courses and reservation of time in advance. There are also administrative costs incurred. For this reason, it is essential that the customer insures themselves against any unforeseen circumstances that may lead to the cancellation of their learning holiday.

If courses are cancelled by either party, notice of the cancellation must be provided in a durable medium, e.g. by mail or fax in addition to email or telephone. The date of cancellation will be the date of receipt of the letter or fax of cancellation. The cancellation itself must be in writing by the person who signed the booking form or made the online order.

4b. Trader's cancellation of contract

In the event of cancellation of courses by the trader, a full refund of both deposits is provided to the customer. In the event of a cancellation 'Learn English in Cornwall' will inform the student before the start date of the course and as soon as reasonably possible. A revised date can be agreed but the student has a right to refuse an alternative date and treat the contract as if it never existed (ie all monies must be refunded by Learn English in Cornwall in the event of their cancellation, within 30 days including any postage costs). Cancellations by Learn English in Cornwall will be confirmed by letter or fax.



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5. Insurance

Travel insurance is essential when booking a holiday abroad. A comprehensive travel insurance will help to protect you in the event of sickness or injury, personal loss and cancellation due to unforeseen circumstances.

Unforeseen circumstances are a regular occurrence in today's world. These may include such things as changing circumstances, extreme weather conditions or the effects of terrorism. It is clearly your responsibility to insure yourself against the loss of your holiday through unforeseen circumstances.

A comprehensive insurance policy covers cancellation and curtailment, medical emergencies and associated expenses, personal accident, personal belongings, loss of passport and personal money, missed departures, departure delay, personal liability, hijack, mugging, catastrophe cover, homecare and legal advice and expenses.

For countries in the European Economic Area and Switzerland, the European Health Insurance Card (EHIC) is an essential addition to your insurance. This card entitles you to reduced cost, (sometimes free), medical treatment in most European countries.



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6. Local Policies

6a. Public holidays policy

Course fees at Learn English in Cornwall are derived from the number of 'learning days' plus weekend accommodation charges. Lessons will continue on British Bank Holidays so these will not effect course fees. Lessons on Saturdays are negotiable. Lessons are not provided on Sundays or Christmas Day.

6b. Household policies

Green household: Visitors are expected to respect and support my efforts to care for the planet. This could mean for example giving careful consideration to the use of energy and resources in my home and in the local environment, the careful recycling of waste etc.

Smoking: This is a non-smoking household.

Mobile phones: Please restrict your use of telephones in consideration of other members of the household. Generally please take telephone calls in your bedroom with the door shut rather than in shared spaces.

Noise: Please keep noise, such as music, DVD or video to a minimum after 10pm

6c. Behaviour

My courses take place in an atmosphere of mutual respect, honesty and goodwill. Whilst I work to resolve any problems which may arise, for example due to cultural differences, misunderstandings etc, I will not accept any behaviour towards myself, work colleagues, other students or my home which I find disrespectful. Therefore I reserve the right to terminate a student placement in the event of extreme behaviour or any irresolvable difficulties which may arise.

Gross misconduct of any type will result in immediate course termination without reimbursement. This includes wilful damage to property, aggressive or violent behaviour and/or abusive or threatening language directed at the course provider, other staff or another student. Illegal actions such as the taking of drugs, theft, etc will be reported to the police immediately and dealt with under UK law. Students are responsible for any criminal charges or costs arising from gross misconduct or criminal activities.

7. Complaints

Because we are under U.K. law and jurisdiction, legal disputes will be settled using the legislation of the 'host' country. In the unlikely event of an irresolvable complaint, arbitration will be made through a local solicitor at the complainant's expense.