

Wallace College Limited - Terms & Conditions

1. Bookings

1.1 Bookings can be made by completing and submitting the form. (Deposit required for all English language courses)

1.2 These terms will become binding on you and us when we confirm your booking, at which point a contract will come into existence.

2. Payment of Fees

2.1 Academic course fees must be paid before tuition begins.

2.2 For Flexi study courses an invoice will be sent for the full amount, split into 2 termly payments.

2.3 Private tuition will be invoiced and the full amount which must be paid prior to the start of the tuition.

2.4 Exam fees must be paid in full at time of booking, or entries will not be made.

2.5 For English language courses, a non-refundable deposit of £100 is payable on booking.

2.6 Where the course is due to begin more than four weeks from the date of your booking, a deposit is payable at the time of making your booking. Where the course is due to begin less than four weeks from the date of your booking, the fees must be paid in full at the time of your booking.

2.7 All fees must be paid in Sterling (GBP). All bank charges are payable by you.

2.8 All refunds due under these terms will be paid to the person from whom payment was originally taken.

3. Changes to Bookings

3.1 We reserve the right to cancel a course, or make changes to course arrangements, as a result of events outside our control. Clause 7 will apply in such circumstances.

4. Our liability to you

4.1 Where we provide any assistance to you in making travel and accommodation arrangements, we do so only as an intermediary between you, travel organisations and host families. Unless and to the extent caused by our negligence, we will not be liable to you for any losses arising from any delays or failures relating to travel and accommodation arrangements. We will, however, use our reasonable endeavours to defend your interests and mediate on your behalf in the event of any breach of contract on the part of a travel organisation or host family.

5. Insurance, accommodation, students visas and study permits

5.1 You are responsible for arranging your own travel and medical insurance (including the costs of repatriation in the case of illness or accident) and student visitor visa.

5.2 If you are denied a student visitor visa and provide us with a copy of the rejection letter at least a week before the course start date, we will refund all fees, less a £50 administration fee.

5.3 If you have asked us to arrange host family accommodation, you will receive details of your host family address at least five days before the course starting date (unless you have made a late booking).

6. Your rights to cancel and applicable refund

6.1 You have the following rights to cancel your booking: You have a legal right to cancel your booking within 14 calendar days of the date of your booking, in which event we will, refund all fees less the deposit.

7. Our rights to cancel and applicable refund

7.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these terms that is caused by an event outside our control.

7.2 An event outside our control means any act or event beyond our reasonable control including but not limited to strikes or other industrial action, civil commotion, terrorist attack or threat of terrorist attack, epidemic, adverse weather conditions or other natural disasters.

7.3 If an event outside our control takes place that affects the performance of our obligations under these terms:

(i) We will contact you as soon as reasonably possible to notify you; & (ii) We will, where possible, propose alternative arrangements (which may include alternative dates or venues) for the course.

7.4 We reserve the right to refuse your attendance on the course if you are suffering from any illness, medical condition or mental or physical disability which was not disclosed at the time of booking.

7.5 All absences must be reported with as much notice as possible, failure to do so may result in you being charged for tutors' time.

7.6 Persistent absences, bullying or anti social behaviour may result in your expulsion from the course. In such circumstances no refund will be made.

7.7 Academic courses once agreed can only be changed in consultation with all parties.

8. How we may use your personal information

8.1 We will use the personal information (including sensitive information about your health, religious beliefs and practices or dietary requirements) that you provide to us:

(i) to administer and provide our courses to you;
(ii) to process payment in relation to any booking;
(iii) for internal training and monitoring purposes; and
(iv) to inform you about similar courses and other services that we provide, but you may stop receiving these at any time by contacting us.

8.2 We will not give your personal data to any third party other than:

(i) as strictly necessary for us to perform our contract with you;
(ii) to host families.

8.3 We may wish to use photographs and audio visual media containing your image or likeness in our marketing and promotional materials and you hereby consent that we may do so in all and any media for such purposes. If you would prefer that we do not, you should notify us by completing the relevant section of the online booking form. We will also confirm this with you where we have a reasonable opportunity to do so. Copyright in any photographs or audio visual media containing your image or likeness shall belong to us and shall not entitle you to receive any royalties or other payments.

9. Specific terms for Young Learners (9-17yrs)

9.1 We reserve the right to issue disruptive students with a warning letter and, if there is no improvement in behaviour, to send them home at their parents' or guardians' expense.

9.2 We further reserve the right to send home without a warning letter any student committing a serious offence, especially offences involving the police, including theft, smoking in any school building and the possession, purchase or consumption of alcohol or illegal drugs.

9.3 For children who will stay with host families, parents may indicate on the registration form whether they authorise their child to stay out in the evenings without supervision. Generally, this means that children aged 13 and under are not allowed out unsupervised after their evening meal; those aged 14 and above must return by 22:00. However, students must also respect the house rules of the host family, where these times may inconvenience the family. Please note we cannot be held responsible for any incident whilst the student is out unsupervised.

10. Other important terms

10.1 These terms set out the entire agreement between you and us relating to your booking.

10.2 This contract is between you and us. No other person shall have any rights to enforce any of its terms.

10.3 Each of the clauses in these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

10.4 These terms are governed by Scottish law. You and we both agree to submit to the non-exclusive jurisdiction of the English courts.