

MILNER SCHOOL OF ENGLISH WIMBLEDON (MSEW)

TERMS & CONDITIONS

The Terms & Conditions are set out below.

1. COURSE

1.1 Booking your course

You can enrol online on our website or directly at the school reception or through an agent in your country. Most courses start on a Monday (or Tuesday when Monday is a public holiday) and finish on a Friday. Minimum age for enrolment is 16. For group bookings, MSEW reserves the right to accept students who may be 15 years of age. Under these circumstances an adult Group Leader accompanies the group. The maximum number of students per class is 12-16. In exceptional circumstances, the stated maximum class size might be exceeded. If this does happen, it will only be for a very limited period. The registration fee is non-transferable and non-refundable on all courses. If you return to school for another course, you are not charged the registration fee. Full tuition fees must be paid before course start date. We advise all visa students to pay total fees in advance in order to get their enrolment letter stating that their fees have been paid in full. Otherwise students must pay a deposit: the registration fee plus one week tuition fees plus, if accommodation has been booked, the accommodation placement fee and one week accommodation fees. You can find our current tuition fees on our website. Fees are not transferable to another student. Payments should be made in Pounds Sterling only. Your enrolment documents will be sent to you after your payment has been received. You can pay by bank transfer, debit card or credit card (surcharge of 3% for credit cards and international debit cards). All courses are offered subject to availability. Minimum booking is 1 week. As an addition to your paid course, MSEW offers free weekly pronunciation classes where attendance is optional.

1.2 Refund Policy

In order to receive full course and accommodation refund, we require a minimum of 7 days' notice, prior to the course starting date. After the course has started, tuition fees are non-refundable. Homestay fees are refundable if 2 weeks' notice is given. No refund is given for non-homestay accommodation, Registration Fee and Accommodation Placement Fee. Fees are non-transferable. This means you cannot transfer your fees to another person.

Online bookings only: You have a legal right under the Consumer Contract (Information, Cancellation and Additional Charges) Regulations 2013 to cancel the Contract within 14 days (the "Cancellation Period") without giving any reason. The Cancellation Period will expire 14 days from the date of our Confirmation. To cancel you must inform us in a clear written statement by email at MSEW. Please note that a cancellation is only valid when it has been acknowledged by email receipt from MSEW.

We will not start providing the Services to you during the Cancellation Period unless you expressly request us to do so. If you cancel in accordance with the above paragraph, we will refund the Fees you have paid within 14 days of the date on which you inform us that you wish to cancel. However, if you have expressly requested that we start providing the Services within the Cancellation Period then we will be entitled to charge you a reasonable sum for the Services based on the proportion of the Course you have undertaken and the overall cost of the Course and we can deduct this sum from any refund payable to you.

Visa Refusals: If you cancel your booking because of a visa refusal, we will refund any fees that you have paid minus the registration fee if you send us the original visa refusal letter issued by the British Embassy/Consulate. We require a minimum of 7 days' notice, prior to the course starting date. Please note that it is your responsibility to apply for your visa in good time.

Postponing your course: Visa students must keep us informed about any visa application delays otherwise you will lose these weeks. For any changes to course start date for all students, we require a minimum of 7 days' notice.

1.3 Extending your course

It is usually possible to extend your booking while you are here and the extra fees will be based on the length of your extension. You must inform us at least 1 week before the course start date and pay in full in order to guarantee your place.

1.4 Cancelling your course after you have started

No refunds of tuition fees will be given by the school once you have started your course however, any unused study weeks will be available for you to use within 6 months of your termination date. We are unable to offer a refund on any course to any student leaving early who requires a visa to study in the UK.

1.5 One-to-one tuition

Always book in advance. It is advisable to book in week blocks to ensure your preferred teacher is available. Fees must be paid at least 24 hours before tuition begins. If you need to change your class you must advise us at least 24 hours before, otherwise you will not receive any credit of your fees and all late cancellations are charged at the full rate. MSEW reserves the right to appoint and rotate teachers. Punctual arrival is the student's responsibility. MSEW will not extend the teaching time due to the late arrival. Tuition time and date may be changed with 24 hour's notice and subject to availability of teaching staff and classrooms. Always arrange your lessons with reception, not your teacher. Only lessons booked at reception can be confirmed.

1.5 Cambridge and IELTS Exam Preparation

Cambridge First preparation courses are suitable for students who are a good intermediate level and for Cambridge Advanced, higher intermediate and above. You can come for the whole course period or join at a later date. Students in the class may be taking the exam at the end of the course or preparing to take it later. You will be advised by your teacher or Director of Studies whether it is advisable to sit the exam. Long term students can take a combination of general English and exam preparation. We do not charge more for exam preparation classes. IELTS Preparation is suitable for good intermediate to advanced level students. Entry to the Cambridge First, Cambridge Advanced and IELTS is gained after taking our pre-entry test. Where MSEW runs an examination preparation course we do not guarantee that all students attending this course will be preparing for the exam.

1.6 English plus Tennis course

As part of the course a trip to the Wimbledon Tennis Museum is included, however MSEW is not responsible for museum closure (the museum is always closed during the period of the summer tennis championships). Please note tennis lessons are at the Westside Lawn Tennis Club which is a third party organisation and students must adhere to the club's terms and conditions.

1.7 Your Attendance

You are expected to attend your lessons regularly. You are expected to arrive on time. Late arrival at the start of the class is disruptive to the class as a whole and you will not be allowed to the class if you arrive more than 10 minutes late. It is your responsibility to inform MSEW of illness or other reasons for absence. You may need to provide a Doctor's Certificate if you are absent due to a medical reason. No extension or refunds will be given for exclusion from the class due to late arrival. You will only receive a leaving certificate if your attendance has been 80% or more.

1.8 Your Level of English

We advise students to take our online level test prior to the first day of the course. However, on arrival at the school we will give you a written and oral test. The results of these tests will help us to place you in the appropriate level for your chosen course. You may discuss this matter with the Director of Studies if you are not happy with the class you are placed in. It is your responsibility to check the level of English you need for the course you wish to take (please see our brochure and website). If you are uncertain about your level, please contact us, we will be happy to advise you. If your level of English is unsuitable for the course you have booked, we reserve the right to move you to a more suitable course, or to refuse you admission to the school. We do not offer Beginners or Proficiency courses. If your level is not suitable to join a group course, we may offer you a programme

of private tuition at the current rate, subject to availability. Because this will be more expensive, you can choose either to pay extra to maintain the full length of your booking, or to pay the original fees and shorten your studies (visa status permitting). You may change your level if this is agreed by your teacher and the Director of Studies. Your class and/or teacher may change at short notice due to unforeseen circumstances.

1.9 Holidays

Holidays may be taken during your course and you must give us 1 week's written notice – ask reception for a Holiday Application Form. You are entitled to 2 weeks of holiday for a 4-12 weeks' course, 4 weeks' holiday for 13-23 weeks' courses, 6 weeks' holiday for 24-35 weeks' courses and 8 weeks' holiday for 36 + weeks' course. Holiday weeks taken will be added to your course. Holiday must be taken from Monday to Friday. You cannot get a refund for these weeks. No extensions are given for national holidays or occasional days away. Your absences from Milner School cannot be converted into holidays. Milner School will be closed for Christmas and New Year for 2 weeks (students are not charged for these weeks).

1.10 Course Books

Every student must purchase a course book on the first day. If your course changes due to a level change you will need to buy another book or where possible exchange your book. MSEW may buy back your course book at the end of your course, if you do not wish to keep it. You will receive 50% of the amount you paid. We only buy back or swap books which are in good condition and which you did not write in.

2. ACCOMMODATION

2.1 Booking your Homestay Accommodation

Minimum booking for all accommodation is 1 week. All accommodation is subject to availability and early booking advisable. Accommodation is arranged for you only while you are studying at MSEW. If you leave MSEW early for any reason, you will be asked to leave your accommodation. Accommodation is only provided for students following full-time (minimum 15 hours/week) courses. Arrival dates for all accommodation should be on Sundays, departure on Saturdays. Please note we cannot check students in before 8:00am and after 21:00. No accommodation will be booked until the accommodation fees have been received. Please note you are liable to pay for any damage that you cause at your accommodation. If you take a holiday during your stay you will still be charged the full rate for the period of absence. If you decide to leave early, you must give 2 weeks' notice. Please note that it may not be possible to stay with the same host or in the same residence if you wish to extend your stay. The accommodation placement fee applies to the first booking only. For extensions or unreasonable changes you may have to pay this fee again. Please note MSEW will attempt to resolve any dispute with homestay hosts. Changes to

accommodation after arrival are at the discretion of MSEW and subject to availability at the time of the request. MSEW reserves the right to change your accommodation at short notice due to unforeseen circumstances. Please note you are liable to pay for any damage that you cause at your accommodation. You should follow the rules on your homestay information sheet.

2.2 Cancelling your accommodation before arrival

In order to receive full accommodation refund, we require a minimum of 7 days' notice, prior to the course starting date. Accommodation Placement Fee is non-refundable. Cancellation due to visa refusal: it is your responsibility to apply for your visa in good time and we reserve the right to charge you in line with our normal cancellation terms. Any visa refusal at the airport will incur our normal cancellation charges.

2.3 Cancelling your accommodation after arrival

Accommodation fees are non-refundable if you arrive late or leave early without sufficient notice. If you cancel your homestay accommodation, fees are refundable if 2 weeks' notice is given.

2.4 Furzedown Residence

For these bookings you must read and sign [Furzedown Terms and conditions](#). This gives information about booking, payment terms, refund policy, arrivals & departures, behaviour and general Terms & Conditions. Please note Furzedown Residence is a third party organisation.

3. AIRPORT TRANSFER

Airport transfers to your accommodation can be arranged by MSEW. Arrival date and time, airport and flight number must be provided in advance of the arrival date. This service includes a maximum 2 hours' waiting time from the time of arrival provided by MSEW. You will be charged for additional unreasonable waiting time. You will receive a confirmation email with the taxi company's name and phone number plus the emergency phone number for MSEW and you should show this document to the driver in the airport. You should inform us of any delays or cancellations on your flight. Airport pick-up fees must be paid in advance.

4. CONDUCT AND DISCIPLINE

Students and staff of MSEW have the right to be treated with dignity and respect and to operate in an environment free from harassment, bullying or abusive behaviour. MSEW has

faith in the decency of its students and staff. However, where necessary it will take action against those who harass, bully or are abusive.

In the event of proven criminal offence or flagrant misconduct or unsatisfactory attendance, MSEW reserves the right to expel any student or to refuse admission to any student.

Examples of such behaviour include being under the influence of alcohol or drugs, rude or aggressive, damaging property, expressing extreme political or religious views which may deny right to any group or individual, attempts to impose own views or beliefs on others, threatening behaviour, unwelcome physical contact, sexual harassment, racist abuse, or any form of harassment that displays the intention of hurting another person whether in person or online or via social media. In these circumstances, no refund will be given. Students have to pay for any damage they cause on MSEW's premises or at their accommodation.

MSEW uses the communicative approach and expects students to participate in class.

5. LIABILITY

MSEW does not accept any liability in case of illness, accident, loss or damage to personal effects or property. We strongly recommend you take out insurance before leaving your country.

6. COMPLAINTS

If you have a problems/question about your class, your studies, examinations or any other academic matters you should speak to the Director of Studies. If you have a problem or questions about the school, your payment, holidays, accommodation, local information about Wimbledon or London, general administration or welfare matters you should speak to the Registrar. If you are not satisfied you may then speak to the Principal. The Principal can also help you with your homestay, your accommodation or your general welfare matters. If you are not satisfied with the reply you get from the school, **EnglishUK** has an independent complaints procedure. There is a copy of this procedure in the library or on www.englishuk.com. To pursue a complaint you can write or email to English UK. Address: The Chief Executive, English UK, 219 St John Street, London EC1V 4LY, UK. Email: info@englishuk.com

7. GENERAL

Students and/or parents are reminded of the need to disclose medical information about the student to the school when the application is made and to enquire prior to enrolling whether the school and accommodation facilities are suitable for the individual's needs. MSEW reserves the right to cancel a course. If we do so, we will offer either an alternative course or a refund. MSEW reserves the right to change teachers at any time during the course. MSEW reserves the right to alter fees (on its publicity) without prior notice. In order to fulfil our obligations to the British authorities, it is necessary for us to see and copy your passport (and visa if appropriate), to have contact details for you in London (including a mobile phone number if you have one), and to have details of your next kin in

your country. All students must agree to provide these and tell us if they change. It is the policy of MSEW not to disclose personal details of any student to a third party (other than the appropriate authorities) without prior written authority of students. The Managers of the school reserve the right at their absolute discretion to refuse any application for enrolment of a student at any stage of the application or booking process. The school shall be under no obligation whatsoever to give reasons for the decision of the Managers. If an enrolment is refused, all paid fees will be refunded.

Photographs of the students may be used in MSEW's promotional and publicity materials unless the student specifically objects.

Students who use the free gym membership provided by MSEW are expected to abide by the rules of the Wimbledon Leisure Centre. These are available at reception.

MSEW offers an optional social programme and has the right to cancel events at short notice.

8. Student Welfare

MSEW is fully committed to safeguarding and promoting the welfare of our students and under-18s and expects all staff to share this commitment. We aim to provide plenty of support. On the first day, you will attend a welcome meeting to give more information about the school, Wimbledon and London. Our door is always open and our Principal, Registrar and Director of Studies are on hand for advice.

MSEW provides a 24-hour school helpline for emergencies.

9. Force Majeure

MSEW is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, extreme weather, infectious diseases or pandemics or other natural disaster that are beyond the reasonable control of the parties), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. Refunds will not be made in such circumstances.

In the event of an outbreak of infectious disease, all students and or parents/guardians are required to comply with rules regarding quarantine as set by government agencies or by the school.

If the school asserts Force Majeure as an excuse for failure to perform its obligations, then the school must prove that it took reasonable steps to minimise delay or damages caused by foreseeable events, that the school substantially fulfilled all non-excused obligations, and that the other party (student, agent, etc.) was, where possible, notified of the likelihood or actual occurrence of the event.