

TERMS AND CONDITIONS

1. Introduction

1.1. Definition

London International Study Centre Ltd ('LISC') is a limited company number 3565744. These 'Terms and Conditions' ('Agreement') refer to the contract between **LISC Ltd** ('we' or 'us') and the **Agent** or any person signing our Application form on their behalf ('you') in respect of our tutoring service for a group of your students ('your clients').

1.2. Legal Contract

Jointly or severally **you** are legally responsible for adhering to this Agreement. Nothing in this contract shall confer on any third party any right to enforce any benefit of any term of this contract under the Contract (Rights of Third Parties) Act 1999. This legal contract is subject to the exclusive jurisdiction of English Law.

1.3. LISC Literature and Website

All our promotional information gives details about our services, company history and ethos. It is believed to be correct at the time of printing but does not form part of the Agreement. Any unclear issues arising from our literature and website should be clarified in writing before **you** enter this Agreement. This contract forms the entire legal agreement between the parties. **You** may request to see any documents referred to in this Agreement before **you** accept the offer of a place for each student but those documents do not form part of this contract.

1.4. Changes in circumstances

We constantly endeavour to improve our services. Therefore, **we** may introduce changes to the way our service is provided, described or promoted. **We** may also appoint new staff members to tutor your students. Our fee structure is regularly reviewed. **We** will notify you of any changes in fees a month in advance in writing to the address stipulated by **you** on the application form or subsequently in writing. None of the changes can invalidate this Agreement.

2. LISC Admission and Entry

2.1. Enrolment

Your students, subject to satisfaction of the admission criteria, will be enrolled at the **LISC** Group Study and Activity Programme once **you** have returned the duly completed Application Form and the fees for the period stipulated in the Application Form have been paid in full. **LISC** cannot guarantee that your students will be spread out into different classes with a mix of different nationalities. It will depend on the time of the calendar year.

2.2. LISC's Responsibilities

- **LISC** accepts responsibility for the tuition, activity programme and accommodation of **your students**. This is conditional upon all pertinent information about **your students** being revealed to **LISC** and **your students** complying with the requirements of our service at all times.
- **LISC** cannot accept responsibility for any activity organized by your group leader or your students when we have not been notified about it.

2.3. Discretion

- **LISC** will endeavour to exercise the same duty of care as responsible parents would in relation to their children. Any specific restrictions you wish to be placed on **your students**, should be given in writing prior to the commencement of the Group Study and Activity Programme.
- **LISC** will exercise discretion in respect of **your students'** welfare in circumstances in which normally **we** would be expected to contact **you** but cannot do so.
- The signed Application Form from **you** authorizes **LISC** to agree to any emergency medical or dental treatment such as a blood transfusion, an anesthetic or an operation, as deemed necessary for **'your students'** welfare by suitably qualified medical personnel. This right will only be exercised if it has not been possible to obtain your prior consent in time.

2.4. Agent's Responsibilities

- **You** must reveal all pertinent information about **your students** such as any medical history, record of misconduct, legal matters, or any family circumstances, which may affect **your students'** educational progress.
- **You** should notify **LISC** in writing of any changes in circumstances or any information, which would assist **LISC** in tutoring for **your students**. This includes any change in your contact details. **We** cannot be held responsible for not being able to contact **you** using the numbers and the address supplied by **you**.
- **LISC** requires you to inform us in writing should **you** have any objections to **your students'** photographs appearing in any of our promotional material.
- **You** are responsible for ensuring that appropriate insurance cover is arranged for **your students**, e.g. medical, travel, sickness and personal injury, should **you** consider that necessary.
- **You** are legally liable for the full payment of all invoices and any other expenses incurred on behalf of **your students**.
- Should **you** have any concerns about **your students'** welfare you must inform **LISC** immediately so that appropriate action can be taken.

2.5. Adherence to our guidance

- **Your students** will be required to observe the rules from **LISC's** Student handbook, which are issued upon the acceptance of **your students** for tuition. **You** acknowledge the receipt of a copy of it.
- **You** undertake to ensure that **your students** are receptive to our guidance and will abide by our instructions.
- **LISC** will not accept responsibility for the consequences of any action by **your students**, which contravenes given guidance. Any damage to **LISC** property caused by **your students** will be invoiced to **you** for an immediate payment.

3. Disclosure of Information

By signing this Agreement **you** agree, as far as your Agent's rights allow, to us:

- Communicating confidential information to any third party on a 'need-to-know' basis should it be required to safeguard and promote the welfare of **your students** or protect another person from any harm inflicted by **your students**.
- Disclosing to any person lawfully requiring information about **your students**, information stored or retained by **us** to which the Data Protection Act 1998 or similar legislation applies.

4. Finance

You, or any person or organization appointed by **you** in writing, are jointly and severally responsible for payment of 'Fees'. 'Fees' mean our Group Study and Activity Programme Fee. Fees are reviewed from time to time. Circumstances permitting, we shall provide **you** with a month's notice of the proposed Fee increase.

4.1. Programme Fees

- Group Study and Activity Programme Fee covers the weekly 15 hours of English lessons x 45minutes, afternoon activity programme including 3 half-day trips and two entertainment evenings during the week and accommodation with host family with 3 meals per day (breakfast, packed lunch and dinner).
- One group leader's accommodation and scheduled activity programme is free of charge if he/she has a group of not less than 10 students.
- If the group consists of less than 10 students the fees need to be calculated accordingly. **You** need to inform us in advance to calculate the cost of the group programme. A group leader will pay full fees.
- Any additional group leader pays full fees.
- Any extra lessons, trips and afternoon activities, which are not included in our fees, will be charged at extra cost according to an estimated additional cost per person.
- **You** will receive a full copy of our payment policy with your invoice.
- **We** expect **you** to pay the fee in full 2 weeks in advance or on the receipt of the invoice whichever is sooner.
- All the invoices **must** be settled in full **at least** a week before the start of any group programme period.
- If the **cleared** funds are not received in the stipulated time the entitlement to the group programme will automatically lapse and **your students** will not be able to take part in any programme. This means that the **LISC's** responsibilities will be suspended until full payment has been received and the funds have cleared, and the Home Office informed. Any part payment will only be accepted on account and will neither maintain nor reinstate the tutorial service with **LISC**.

4.2. Refund Policy

- **You** will be asked to specify in writing the preferred payment method (i.e. by cheque or by a bank transfer and provide bank details) of any refund that may be due. £25 (twenty five pounds) will be deducted from the amount to be transferred to cover the transfer cost.
- Two weeks' notice is required in the case of group cancellations. After this period fees are not refundable.

5. Termination of the Contract

- **We** reserve the right to relinquish our responsibilities without due notice if important information about **your students** has been withheld or in the event of serious misconduct. Whilst **we** are not bound to any set notice period, notification of any such decision made will be given in writing prior to the termination taking place.
- To secure the continuity of the service provision, all payments must be made in full within the time stipulated on an invoice.
- To withdraw a student from a **LISC** group programme, two weeks' notice is required in writing. If insufficient notice has been given, one week's fees in lieu of notice will be payable.

THIS IS A LEGALLY BINDING CONTRACT. BY SIGNING THE APPLICATION FORM YOU AGREE TO BE BOUND BY ITS TERMS.