



**English  
Path**

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## **English Path Terms and Conditions**

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## **DEFINITIONS**

‘Student’ ‘you’ or ‘your’: refers to you the student.

‘English Path’: refers to LANGUAGE PATH EDUCATION LIMITED registered in England No. 13312625 whose registered office is at: 891 Greenford Road, Greenford, London, United Kingdom, UB6 0HE

‘All courses’: refers to all courses delivered by English Path except online courses and junior courses

‘Online courses’: refers to only those courses that are delivered online.

### **Equality, Diversity & Inclusion.**

The School is committed to working together to build a learning community founded on equality of opportunity – a learning community which celebrates the rich diversity of our student and staff populations and one in which discriminatory behaviour is challenged and not tolerated within our community. The School’s Equality and Diversity Policy provides details.

The School will do all that is reasonable to ensure that our culture, policies and procedures are made accessible to students who have disabilities and to comply with our legal and moral responsibilities under equality legislation in order to accommodate the needs of applicants and students who have disabilities for which, after reasonable adjustments, we can cater adequately.

All our students must adhere to our policies and procedures, a public copy can be found on our website ([www.englishpath.com/policies-and-procedures/](http://www.englishpath.com/policies-and-procedures/))

## **1. GENERAL CLASS INFORMATION**

### **1.1 All Courses**

Course schedules vary depending on the product. English Path reserves the right to:

- change the timetable structure.
- use classrooms in alternative premises.

One-to-One lessons are subject to availability and will be scheduled accordingly. One-to-one lessons must be taken within the same number of weeks as lessons purchased. i.e. a course of 10 one-to-one lessons must be claimed within 10 weeks of course start date. (There is no option of one-to-one for Young Learners.)

Lessons may be offered outside of regular class times and may occur outside of the school premises.

### **1.2 Online Courses**

Classes are delivered using Zoom videoconferencing software. English Path reserves the right to change online tools at any time.

English Path’s code of conduct applies in the virtual classroom in the same way it does in the physical one. Students will receive a guide to online classroom etiquette.

## **2. PAYMENTS**

### **2.1 All courses (excepting Foundation Year courses. See 2.2 below)**

The registration fees act as a non-refundable deposit and must be paid immediately upon booking.

- A booking confirmation will only be issued when full payment has been received.
- Bank details are provided on the invoice.
- Payments for courses must be received in full 4 weeks prior to the course start date.
- Bookings made within 4 weeks of arrival must be paid in full at the time of booking.
- Payments can be made using: Flywire (flywire.com), credit/debit card or bank transfer.
- Payment must include all bank transfer charges (including intermediary bank charges).
- Payment plans are available for courses and accommodation longer than 12 weeks. No Payment Plan for Young Learners course. For further details, please speak with your English Path representative.

## 2.2 International Foundation Year Courses

A non-refundable deposit amount will be outlined in your documents and must be paid in order to formally accept your offer.

- Your booking confirmation will only be issued when full payment has been received.
- Bank details are provided on the invoice.
- Payments must be received in full 28 days prior to the course start date.
- Bookings made within 28 days of arrival must be paid in full at the time of booking.
- Payments can be made using: Flywire (flywire.com), credit/debit card or bank transfer.
- Payment must include all bank transfer charges (including intermediary bank charges).
- Payment plans are available for courses and accommodation longer than 12 weeks. For further details, please speak with your English Path representative.

## 2.3 Online Courses

- Online courses must be paid in full at least two business days before course starts.
- A booking confirmation will only be sent when full payment has been received.
- Bank details are provided on the invoice.
- Payments can be made using: Flywire (flywire.com), credit/debit card or bank transfer.
- Payment must include all bank transfer charges (including intermediary bank charges).

## 2.4 Accommodation

- English Path uses trusted third-party companies to provide accommodation to you. Accommodation will only be confirmed when full payment for the accommodation is made. We recommend paying no less than eight weeks in advance to ensure you receive the accommodation of your choice. Payment must include all bank transfer charges (including intermediary bank charges).

## 3. **CHANGES TO ENROLMENT**

- English Path reserves the right to charge an administration fee of £50.00 each time the course, online course, accommodation or centre is changed or postponed after English Path has confirmed the initial enrolment. This also includes requests for changes whilst the student is at school.
- A downgrade in course type after booking is considered a cancellation and the same refund policies will apply.

#### **4. REFUNDS AND CANCELLATION FEES (NOT COVID RELATED)**

- All refunds will be made to the original fee payer only.
- If English Path cancels a programme after your enrolment, English Path will refund all monies already paid.
- In the event that a refund is due, prorated refunds will be calculated on a weekly basis. When determining the number of weeks of your program, English Path will consider a partial week the same as if a whole week were completed, provided you were present at least one day during the scheduled week.
- All refunds will be made within 60 calendar days of cancellation.

##### 4.1 Cancellation prior to arrival

###### 4.1.1 All Courses

- If you cancel or postpone courses prior to the start date for any reason, you will get a full refund. If you pay for a deposit for your visa and your visa is refused, we will not refund this deposit. On a Young Learner course, course fee will be refunded but any cost of accommodation or activities won't be refunded.
- One-to-one lessons can be refunded if cancelled more than 48 hours before the scheduled lesson.

###### 4.1.2 Foundation Year Courses

- If you cancel courses at least 28 days prior to arrival date, or you have had your visa application rejected, you will be refunded in full (less non-refundable charges such as the non-refundable deposit and registration fee).
- If you cancel or postpone courses within 28 days of arrival date, for reasons other than visa denial, you will be charged in addition to non-refundable charges a one-week course fee based on the course selected.

###### 4.1.3 Online Courses

- If you cancel or postpone courses prior to start date for any reasons, you will get full refund.
- One-to-one lessons can be refunded if cancelled more than 48 hours before the scheduled lesson.

###### 4.1.4 Accommodation

- For **Student Residence**, if you postpone or cancel your accommodation more than four weeks prior to your arrival date, you will be refunded in full. And if you cancel or postpone within four weeks of arrival date, you will be charged in full.

- If you cancel or postpone **Homestay, House Share or Independent living** accommodation more than two weeks prior to your arrival date, you will be refunded in full. And if you cancel or postpone within two weeks of arrival date, you will be charged for two weeks of the accommodation
- All amendment notices must be given to the office staff during normal office hours of Monday to Friday, not after office hours or over the weekend.
- If a refund request does not meet the above conditions, we can only discuss on a case-by-case basis if related to visa denial or health grounds.

#### 4.2 Cancellation after arrival and non-arrivals

##### 4.2.1 All Courses (including Young Learners)

- After the start date of your course, any lesson hours not attended, reduced, cancelled or shortened are non-refundable.
- One-to-One lessons booked as a course package (15 lessons or more per week), will be treated like all other English Path programmes and refunded as per standard terms and conditions. Any class or one-to-one lessons cancelled by English Path will be entitled to a full refund.

##### 4.2.2 Foundation Year Courses

- After the start date of your course, any lesson hours not attended, reduced, cancelled or shortened are non-refundable.

##### 4.2.3 Online Courses

- After the start date of your course, any lesson hours not attended, reduced, cancelled or shortened are non-refundable.
- All One-to-One lessons require 48 hours' notice for cancellation, postponement or changes for a refund. Sessions cancelled, postponed or changed with less than 48 hours' notice will be charged in full.

##### 4.2.4 Accommodation

- If you wish to leave your accommodation early after arrival, no refund will be provided.
- Young learners are not able to leave the accommodation provided by English Path. If they would like a change of accommodation this will have to be provided by English Path.
- In case of a no show, full charges apply.
- All amendment notices must be given to the office staff during normal office hours of Monday to Friday, not after office hours or over the weekend.
- If a refund request does not meet the above conditions, we can only discuss on a case-by-case basis if related to visa denial or health grounds

## 5. **COVID RELATED CANCELLATIONS & AMENDMENTS**

- If, due to contraction of the Covid-19 virus you wish to cancel a booking, the person who made the booking must put such request to cancel in writing to English Path along with clear medical reporting to confirm the presence of Covid-19 or travel restrictions.

- On receipt of clear medical or travel evidence, the company will refund all course and accommodation fees which have been paid by you.

## **6. Accommodation – All Courses**

- If you arrive at a residence or homestay between 22.00–08.00 you may be asked to book alternative accommodation in a hotel on the first night due to late/early arrival at the accommodation.
- Some accommodation options may charge late arrival surcharges, this information is available at the time of booking or on receipt of flight arrival time.
- Where possible special dietary requirements will be accommodated (fees may apply).
- Accommodation availability and any applicable fees will be confirmed upon request.
- English Path uses carefully selected partners to house students with suitable homestay, house share and residences providers.
- Young learners must book flights landing before 22.00 to ensure they can be taken directly to their requested accommodation (homestay/host family.) If they arrive later, they will have to be allocated to a different accommodation for the first night, this will be provided by English Path. (If it is not possible to book a flight landing before this time, this will be arranged on a case-by-case basis.)

## **7. LEVEL OF ENGLISH**

If you do not have the minimum level of English required to follow a specific course, as determined by the English Path Test, English Path reserves the right to move you to an appropriate course for your level.

## **8. TECHNOLOGY REQUIREMENTS – ONLINE COURSES**

- A reliable internet connection, up to date laptop/PC/Chromebook/tablet & keyboard with working webcam and microphone are required to benefit from English Path online courses. It is not recommended to access courses using a mobile phone.
- Lessons missed or interrupted due to your faulty equipment or internet connection will not be refunded.
- Any lesson missed or interrupted due to technical difficulties of the teacher/English Path will be made-up at the earliest convenience.

## **9. VISAS – ALL COURSES**

- English Path cannot be held responsible for decisions taken by embassies or immigration officials regarding entry visas or visa extensions.
- Visa advice can only be given by the appropriate Embassy, Consulate or High Commission. You should contact your local Embassy, Consulate or High Commission to ensure you are allowed to enter and study in your chosen location.
- You must maintain a valid visa status and your course will be terminated without a valid visa.
- It is your responsibility to ensure that the most updated visa regulations/processes are being applied to the booking conditions for English Path courses.

- English Path cannot be held responsible for any visa regulation changes which occur after the booking has been confirmed in compliance with the then existing regulations.
- If the arrival day is postponed due to a delayed visa application English Path reserves the right to offer alternative accommodation, which may incur additional charges.
- In the event that English Path have incurred any charges in reserving the accommodation for the student, English Path reserves the right to pass these charges on to you.

## **10. ATTENDANCE AND ABSENCES**

Absence from lessons is not compensated.

### **10.1 COVID (and other) infection during your Course**

- The company adheres fully to UK & UAE Government guidance applicable to each company premises and will implement all required advice to maintain the safety and security of staff and students at company premises.
- Restrictions imposed by the Government guidance that impacts your attendance to all courses will see the company offer a free postponement or online courses as an alternative – where applicable and possible. No refunds of fees or accommodation (if you have booked this) are applicable if you choose not to attend the online courses alternative to all courses or postpone your course to another date. Refund requests will be dealt case-by-case.

## **11. CERTIFICATE – ALL COURSES**

You will be issued with a certificate at the end of your course, stating your course details including language level attained and percentage attendance.

## **12. PUBLIC HOLIDAYS**

- English Path will be closed on Public Holidays.
- English Path do not make up for lessons missed on these dates, with the exception of One-to-One lessons, which will be made up.
- Young Learners: If young learners are studying at English Path at the time of a bank holiday, they must attend school (or venue as indicated by staff) for lessons and activities on that day. If there is a change to the schedule this will be communicated before the bank holiday.
- An updated list of public holiday dates can be found the English Path Website
- There is no refund for lessons missed. Published courses in the UK start dates fall on a Monday. If this day is a public holiday, the course will begin on the following working day. Please note in Dubai, courses run from Sunday to Thursday.

## **13. ARRIVAL TRANSFERS – ALL COURSES**

- Flight/Train details including: arrival time, flight numbers, airline and point of origin must be advised 7 days prior to arrival in order for English Path to provide airport transfers.
- No refunds will be granted on transfers if arrival details are not sent to English Path at least 7 days prior to arrival.

- Airport transfer fees include a maximum of 1 hour waiting time. Further delays may result in additional charges.
- Young Learners: Airport transfer fees include a maximum of 2 hour waiting time. Further delays may result in additional charges.
- Group transfers: Airport transfer fees include a maximum of 1 hour waiting time. Further delays may result in additional charges.
- Transfer cancellations made within 24 hours of arrival will be charged in full.

#### **14. EXPULSION**

- English Path has a zero-tolerance policy for discrimination, bullying and harassment in the workplace and the classroom (including the virtual classroom).
- English Path reserves the right to expel you for unacceptable or unlawful behaviour. No refund will be given, and any unpaid fees become immediately payable. Repatriation is at your own expense.
- English Path reserves the right to expel you for lack of attendance. No refund will be given and any unpaid fees become immediately payable. Repatriation is at your own expense.
- English Path requires that you maintain an attendance level of a minimum of 85%.
- Young Learners: English Path requires that 100% attendance for both the academic and leisure programme.
- If students breach EP's code of conduct or other policies or procedures, or display any other unacceptable behaviour, including but not limited to, harassment of teachers or other students, possession or consumption of illegal drugs or alcohol (U18s, and/or in school), smoking in restricted areas, malicious damage to EP's property or accommodation, jeopardising other students' safety, or breaking the law, they may be dismissed from their course at the discretion of EP without any refund of Fees.
- If you are studying on a Student Route Visa you are subject to alternative attendance monitoring. For full information, please see our 'Attendance Policy' on our website.

#### **15. HEALTH DECLARATION**

It is recommended that you willingly choose to disclose any mental or physical illness, allergy, disability or condition that may impact:

- Your ability to successfully complete your programme,
- the wellbeing of any other student or staff member,
- that may require monitoring, treatment or emergency intervention during your period of enrolment,
- or that may require special accommodation.
- English Path will not discriminate on the basis of any above-mentioned conditions and will provide reasonable accommodation to meet all your needs.

- English Path reserves the right to terminate your enrolment if your participation represents a risk to your, other students' or English Path staff members' health and safety, or if, notwithstanding reasonable accommodations, in the opinion of English Path, your physical or mental condition makes you unable to successfully complete your programme.
- Refunds will be provided based on standard refund schedules as per terms and conditions.

## **16. DAMAGE TO PROPERTY**

You must pay the full cost of any damage you willfully cause to school or accommodation property.

## **17. INSURANCE – ALL COURSES**

- Student combined health and travel insurance is included for all international students for all courses free of charge by English Path partner Endsleigh Insurance in the UK only.
- For detailed information on the insurance policy we provide, please refer to your English Path contact or on our website.

## **18. PHOTOGRAPHY & FILMING**

### All Courses & Online Courses

- We will not take photos or videos of you without your permission. We will ask for this in advance and give due warning.
- Upon arrival you will be asked whether or not you give us consent to take photos and videos of you and use them for marketing and publicity purposes. E.g. on social media.

## **19. LIABILITY**

English Path and its employees and representatives will not be liable for loss, damage or injury to persons or property howsoever caused, except where liability is expressly imposed by law. English Path will not be liable in the event that any service contracted to be supplied by English Path becomes impossible to supply for any reason or any cause outside the control of English Path.

## **20. COMPLAINTS**

If you have any complaints, you should immediately notify a member of staff. In the unlikely event this is not resolved to your satisfaction; You can either email the company at: [info@englishpath.com](mailto:info@englishpath.com) or write in English to the company's head office: 891 Greenford Road, Greenford, London, United Kingdom, UB6 0HE

The company will investigate your complaint and will provide an appropriate response. In order to be given a reasonable chance of addressing your complaint, please ensure it is received within one month of the end of your course. If the complaint is not resolved to your satisfaction, you may contact English UK. For full information, please see our 'Complaints Policy and Procedure' on our website.

## **21. FORCE MAJEURE – ALL COURSES & ONLINE COURSES**

English Path will not be responsible for any failure to comply with any of its obligations (and therefore shall not be required to provide any compensation) if the failure is the result of any cause beyond English Path's reasonable control. English Path shall not be responsible for any costs incurred by or on behalf of you as a result of any such occasion. Such instances include but are not limited to; war, threat of war, riot, civil strife, industrial dispute, terrorist activity, epidemic or pandemic natural or nuclear disaster, unusually adverse weather conditions and infectious diseases.

## **22. BRIBERY**

The company shall not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010, if such activity, practice or conduct had been carried out in the UK.

## **23. EMAIL CONTACT**

By agreeing to these booking conditions, you consent to the company using your email addresses gained at the time of booking and during your period of study for future marketing purposes from time to time, such as promoting special offers, products and services by email. For further details regarding use of your information, please see our 'Privacy Policy' on our website, including for information on how to unsubscribe to future marketing by the company. You also consent to the EP management and teaching team contacting you via email to send learning materials and information about your course. Please make sure you give us an email that you are happy to be contacted with.

## **24. APPLICABILITY**

English Path Terms and Conditions are applicable to you and agents representing you.

## **25. REISSUING LOST/MISPLACED STUDENT CERTIFICATES**

- Paper reprint – Free
- Electronic files - Free

## **26. VALID PRICES – ALL COURSES & ONLINE COURSES**

- Prices are valid for courses commencing 1 May 2021.
- Young Learners: prices are valid for courses commencing 19<sup>th</sup> December 2021.
- Prices are subject to change without notice and will be confirmed upon booking.

## **27. TERMS & CONDITIONS**

- The current English Path terms and conditions supersede any previous terms and conditions that were applicable at the time of your booking. The most up to date terms and conditions can be found at [www.englishpath.com](http://www.englishpath.com).