



INFLUENTIAL ENGLISH SCHOOL TERMS & CONDITIONS 2022

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1. General & Definitions

-We/Our/Us: Influential English Ltd, 2nd Floor, 56 Skyline village, Limeharbour, E14 9TS, London

-You/Your/Student: Indicates you, the person who has booked our services. Minimum age for enrolment is 18.

-Booking: your booking for one of our courses or services when payment has been received.

-Courses: the language training advertised on our website, in our brochure or explained in person.

-Services/performance: Any interaction with us involving your booking, taking lessons and receiving tuition.

-Administration Fee: is the cost of all school letters, administrative help and work involving your registration.

-Location: all lessons are delivered on site or online. The school is located at 56 Skyline village, limeharbour, E14 9TS, London. The school reserves the right to change the location of courses & other sites can be used.

-Writing or written: When we use these words below, this includes e-mail unless we say otherwise

The same Terms and Conditions apply to all students (coming directly or from agencies) unless we say otherwise.



2. Personal Information

Influential English Ltd needs to see and copy your passport or receive your passport number (and Visa if appropriate) and to maintain up to date personal information. You must provide this information and update Influential English Ltd if anything changes. You must comply with any requirements of the British Immigration Authorities at all times.

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

- To administer and provide our Courses to you
- For internal training and monitoring purposes

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

- If strictly necessary for us to perform our contract with you
- Any official bodies who request it under UK Law

You have the right to access information held concerning you. Your right to access can be exercised in accordance with the Data Protection Act 1998.



3. Bookings & Payments

Bookings can be made on our website, directly at the school, over the telephone or via email. Bookings are made by completing and submitting the booking form and registration form with payment of the total fees. These terms will become binding once your booking is paid; at which point a contract will be created between you and us. Please ensure that you read these Terms and Conditions accurately before you make your booking; if you have any questions, please do not hesitate to contact us. When you make a booking with us, this does not mean that we have accepted it. If we are unable to confirm your booking, we will inform you.

The registration/administration fee is a mandatory fee for all bookings, per person. It must be received in full prior to the course start date. It is valid for twelve (12) months per student; the start of which is the date of your first booking.

Payments may be made by bank transfer, credit/debit card or PayPal and must be received in full prior to the course start date. We will provide you with all dates of the days on which you are supposed to pay any outstanding balances, but it's the responsibility of the student to pay on time. Please note that you will not be allowed to attend any courses unless the payment of fees has been made in full, or on the requested date.

Failure to pay will result in the cancellation of your course and any other services attached to it. Bank details are provided on the invoice or on a simple request (normally via email). All fees must be paid in Pound Sterling (GBP). Payment must include all bank transfer charges (including intermediary bank charges). The student remains liable for fees in the event any payment is refused or otherwise suspended by third party payment provider i.e. PayPal.

We reserve the right to refuse any method of payment at any time for any reason.



4. Cancellation & Refunds

All cancellations must be made in writing to info@influentialenglish.com and take effect from the date we receive such notice. Terms given for cancellation periods are based on the school's normal working hours (i.e. 9.00-18.00 Monday to Friday). If a cancellation request is received outside normal working hours, the notice period will be counted from the next working day. Any refund will usually be paid using the same method you used to pay for our services. Requests for refunds will normally be processed within ninety (90) calendar days of receipt of the request. Please note that the student will be responsible for any bank charges / handling fees in processing the refund. Fees and/or courses are not transferable to other students. Any refunds that are approved at our discretion will be calculated on the original price of the course as advertised on our price list and will not be at the offer price, if booked during an offer. Influential English Ltd does not offer students refunds under any circumstances once your course has started.

-Cancellation before the start date: subject to above, you can cancel the course at any time before the start date. The amount refunded will vary as follows according to how much notice you give to Influential English Ltd as follows:

- > 12 weeks notice: 80% of tuition fees
- > 8 weeks notice: 50% of tuition fees
- > 4 weeks notice: 20% of tuition fees
- > 1 week notice: 0% of tuition fees

-Cancellation with no start date indicated: the course start date must be specified within a maximum of 15 days from the payment of course fees. In the event that no course start date has been selected and a student requests a refund, Influential English Ltd will retain 50% of the course fees.



5. Visa Student

It is the responsibility of the student to determine how far in advance they need to apply for a visa, and to allow sufficient time to obtain a visa. It is your responsibility to arrange all applicable travel permits or visas, to have a valid passport and possess the appropriate leave to remain for the whole period of study. See the following website for further details: www.ukba.homeoffice.gov.uk

Payment must be received in full prior to any visa documents or confirmation of studies being issued. We can assist with queries in regards to visas; however, it is the responsibility of the applicant to ensure that the most updated regulations / processes are being followed. We cannot be held responsible for decisions taken by embassies or immigration police regarding entry visas or visa extensions. We cannot be held responsible for any visa regulation changes which occur after the booking has been confirmed in compliance with the existing regulations at the time. Students who require a visa / temporary residence permit may not be able to shorten their course due to the terms of their visa / temporary residence permit.

Note that Cancellation and refunds conditions will apply to Visa students only if they provide us with a copy of their visa refusal letter before their start date. In any other circumstances, once a visa letter has been issued, no refund will be given unless you provide us with a copy of the refusal letter. No refund will be given if the reason for the refusal states fraudulent documentation has been submitted as part of the application to us or to Immigration authorities. This also includes documentation that cannot be verified as being authentic / genuine. It is the responsibility of the student to inform Us of their start date, failure to do so within five (5) working days of the start date will result in the forfeiture of the course. We reserve the right to request that a student appeal against the original decision before requesting the refund. If the student refuses to do so, they waive their right to a refund.



6. Application and tuition fees

The minimum age for application is 18 years. Class sizes may vary depending on the particular course. The maximum class size for any particular course will be stated in the information provided by Influential English Ltd in relation to it. Student must pay all tuition fees, registration fee and any additional fees in full before the start of the course. Once paid, tuition fees and registration fee cannot be transferred for the benefit of another student. Tuition fees entitle you to receive academic instruction for your course. Tuition fees do not cover the cost of other materials and services that you may require, including, for example, text books, examination fees, bank charges, insurances, social activities and travel expenses. You must buy or loan a course book.

7. Courses

You must start your booked lessons within 12 weeks from the start of your booking - unless otherwise agreed. We reserve the right to change the delivery of our services including but not limited to; the classroom use, alternative premises or substitute teachers, lesson plans, teaching content and all teaching materials (including audio-visual aids). 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. Also, we may refuse a student from attending classes if we consider them to be ill enough to be a danger to themselves and/or others. However, we will do our best to make any reasonable changes or adjustments to ensure you access our services.

If you decide to change your booking by switching to another course, course time, course type or defer the start of your course, you must provide at least seven (7) days' notice of such a change to Us in writing, otherwise you will be expected to attend the course originally booked. Any changes of the start date of the course can be made only within 12 weeks after the original course start date.

Changes to the start date can only be permitted once.

If there is any difference between the cost of the original Booking and your revised booking, on the last day of the course to which you have switched to:

- You may be required to pay any difference between the cost of the original booking and your revised booking at the time of your request.
- We cannot refund the difference between the cost of the original booking and your revised booking.

For your first change, we won't charge an extra administration fee. We cannot issue your new documents until we have received written notice and any charges requested have been paid in full. Note that the school will try to give you alternative solutions, but We reserve the right to refuse your request. We may run a temporary timetable due to various reasons, and we can revert it to the actual booking when we are able to do so.

Influential English Ltd reserves the right to transfer its face to face lessons to online lessons temporarily if the health and safety of our staff and students demands such a change in light of current world-wide events. Students will receive the same lessons and material online as they did onsite.



8. Holidays

If you wish to take a holiday at any time during the Course, you must give us at least seven (7) days notice in writing by sending an email to info@influentialenglish.com. Any holidays must be disclosed to a member of staff before the start of your course or you will lose these days (No refunds are payable in these circumstances). We cannot guarantee your class will still be available; we also reserve the right to make changes to your course arrangement or new start date. The holiday entitlement is as follows and must be booked for a full week from Monday - Friday:

- Courses booked for less than 3 weeks: No holiday entitlement
- Courses booked for 4-7 weeks: 1 week
- Courses booked for 8-13 weeks: 2 weeks
- Courses booked for 14-23 weeks: 3 weeks
- Courses booked for 24-29 weeks: 4 weeks
- Courses booked for 30-35 weeks: 6 weeks
- Courses booked for 36-39 weeks: 8 weeks
- Courses booked for 40+ weeks: 12 weeks

For visa students the maximum holiday entitlement is 15% of the duration of their course and that holiday is allowed in addition to days in which the school is closed.

9. Closure dates

Influential English Ltd will be closed on Public Holidays January 3, April 15, April 18, May 2, June 2, June 3, and August 29. Any days lost due to public holidays falling on weekdays will not be reimbursed as extra days for study, apart from the exceptional circumstance of Platinum Jubilee bank holiday on June 3, 2022, when the school will be closed and students who have booked a full time course will have an extra day added to their course.

Influential English Ltd will be closed for staff for Christmas from 19th December 2022 to 2nd January 2023. Lessons will be added to your course to make up for this period.



10. Level of English

You must take the Influential English Ltd online placement test before you start your course to determine your level of study on your chosen course. When you complete the placement test, you must send it back to Influential English Ltd. Our decision as to your level of study is final. If you do not take the placement test, you may not be able to study at your preferred time. If you do not take the placement test and discover when you arrive at Influential English Ltd that you are not able to study at your preferred time, Influential English will not pay you a refund. If a student does not have the minimum level of English required to follow a specific course, as determined by Influential English Placement Test, Influential English Ltd reserves the right to move the student to an appropriate course for their level. If the student does not agree with the change, he / she cannot request to cancel.

11. Reduction of lessons

Influential English Ltd reserves the right to close groups due to an insufficient number of students. If this is the case, we endeavour to find alternative classes for the student but reserve the right not to do so.

12. Conduct and discipline

Influential English Ltd has the right to expel you from the course for unacceptable behaviour or lack of attendance and no refund of tuition fees will be given if you are expelled. For the avoidance of doubt, Influential English Ltd views unacceptable behaviour as including, but not limited to:

- causing damage to property;
- causing disturbance or nuisance;
- abusive or disrespectful conduct;
- failing to observe fire and safety rules;
- smoking other than in authorised areas
- selling or consuming alcohol or illegal drugs on premises

If you intentionally or negligently cause damage to Influential English Ltd property, you will be expected to pay the full cost of repairing or replacing such property.



13. Events outside Influential English Ltd's control

Influential English Ltd will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations in relation to your course that is caused by events outside Influential English Ltd reasonable control (force majeure event).

A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond Influential English Ltd's reasonable control and includes, in particular (and without limitation) the following:

- Strikes or labour disputes;
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- Impossibility of the use of public or private telecommunication networks;

Influential English Ltd's obligations in relation to your course are suspended for the period that the force majeure event continues, and Influential English Ltd will extend the time to perform these obligations for the duration of that period.

Influential English Ltd will take reasonable steps to bring the Force Majeure Event to close or to find a solution which Influential English Ltd obligations can be performed despite the Force Majeure Event.

14. Queries and complaints

You should bring any problems to our attention immediately in order for us to help you. We do not accept retrospective complaints or queries.

15. Marketing

Influential English Ltd may take promotional photographs and video footage of students. If they don't want to participate, Influential English Ltd will respect their wishes but it is students' responsibility to exclude themselves from the photograph / video.



16. Privacy policy

We do not store credit card details nor do we share customer details with any 3rd parties.

17. Intellectual Property

Any electronic or printed material that is provided to students during their course tuition are the property of Influential English Ltd. You may not use or reproduce any Intellectual Property from our teachers or from our site, including any emails, marketing materials, registered or unregistered, for any reason without written permission from the relevant party.

18. Liability

Influential English Ltd shall not be liable to you for any loss or damage which arises out of or in connection with or as a consequence of your use of Influential English Ltd's premises, including, but not being limited to, loss of profit, damage to or loss of property or items belonging to you and any personal injury to the passenger (but only so far as such injury is not caused by Influential English Ltd's negligence). Influential English Ltd is not responsible for the safekeeping and delivery of any post, fax etc sent to you at Influential English Ltd's address or for the safekeeping of exam results or certificates.



19. Governing law and Jurisdiction

These Terms are governed by English Law. You and We both agree to submit to the nonexclusive jurisdiction of English courts. However, unless both parties agree, the jurisdiction will depend on the English courts.

20. General

A person who is not a party to these terms and conditions shall not have any rights under or in connection with them under the Contracts (Rights of Third Parties Act 1999). The Consumer Protection (Distance Selling) Regulations 2013 apply to an student who enrolls online and these regulations provide for the right to cancel within 14 days of the initial application and full refund will be given.