

THESE TERMS AND CONDITIONS APPLY TO ALL COURSES PROVIDED BY THE FLEXILEARNING CENTRE AND ARE GOVERNED BY ENGLISH LAW.

NORMALLY YOU HAVE NO AUTOMATIC RIGHT TO CHANGE YOUR MIND AND TO CANCEL THIS CONTRACT; THEREFORE IF THIS HAPPENS YOU ARE IN BREACH OF CONTRACT; UNLESS THIS CONTRACT WAS SIGNED AT A DISTANCE. (READ CANCELLATION AND REFUND POLICY BELOW)

You = Student

Us / We / School = Flexilearning Centre

1. All Registrations:

- 1.1 Your registration and enrolment for courses will serve as a binding agreement to follow the course to completion and to pay all fees. The application form must be signed to indicate your agreement to abide by all terms and conditions of enrolment at the Flexilearning Centre.
- 1.2 You must be at least 18 years old when your course begins and you must provide a valid photo ID and a visa (as required).
- 1.3 You must allow us to inspect and copy your photo ID (passport) and any other documents relating to your visa before starting your course. (We will ask for your consent to do so)
- 1.4 You must provide your address and your telephone number in the UK and a telephone number of a member of your family or a friend who we can contact in an emergency. You must immediately inform us of any changes to any of the contact details, including any of your names.
- 1.5 We reserve the right not to enrol students whose intentions or actions contravene or appear to contravene any law, rule, regulation or term of this contract.

2. Students with a Short Term Study Visa

- 2.1 You are responsible for complying in full with all requirements of the British Immigration Authorities both before commencement of the course and throughout the full duration of the course.
- 2.2 You must enrol in sufficient time (minimum 1 month) to ensure that a visa can be obtained and that all requirements are met. You should seek advice on any visas or required entry clearance from your local British Embassy, Consulate or High Commission.
- 2.3 You must immediately inform us of the result of your visa application.
- 2.4 We cannot provide assistance with the visa process, nor accept any responsibility for any unsuccessful application or any visa regulation changes occurring after the registration has been confirmed in compliance with visa regulations in place at the time of booking.
- 2.5 On request, you may be issued with an 'Unconditional' offer letter. The school will not be liable for any errors after you approve your details.
- 2.6 We may withdraw any offer letter, after you have been interviewed, if an entry clearance officer approaches the school and gives a valid reason to do so.
- 2.7 We will allow up to 12 weeks deferral of a course with no penalty if there is a delay with the visa application process. Any cancellation request will be assessed on the original starting date.

3. Course Administration:

- 3.1 We shall make reasonable efforts to accommodate your wishes regarding the timing of classes, but we reserve the right to change teachers, class times, and classrooms and to combine classes for different courses at our sole discretion but we will inform you to accommodate any mutually agreed changes.
In such cases, you will be offered one of the following:
 - Another class (at the same level) at another time and / or another day.
 - An extension to your course for each class that has been cancelled.
 - Prorated refund for any remaining course fees for any classes not delivered due to a failure on our part (see refund policy).
- 3.2 If your current level of English is insufficient for your chosen course at the time of application, you are advised to enrol in another course to bring your English up to the required level.
- 3.3 Should you wish to transfer to another course, this will be at our sole discretion and subject to payment of the difference of tuition fees; (and the granting of permission by the British Immigration Authorities, if applicable).

4. Examinations:

- 4.1 In order to attend a higher level class, you must successfully complete your current level. Course teachers will advise you on progress throughout a course. You will be required to repeat courses if you fail to maintain satisfactory standards to pass the exam.
- 4.2 We do not accept any responsibility for any unsuccessful exams or any certification regulation changes occurring after the registration has been confirmed and / or the exam has taken place.

5. Timetabling and holidays:

- 5.1 Details of class times and holiday dates can be obtained from the reception or our website www.flexilearningcentre.co.uk.
- 5.2 The office is normally open from Monday to Friday, 09:00 am to 17:00 pm each week, but is closed on all public / bank holidays and our school holidays. There are no classes on the days when the school is closed.
- 5.3 All classes start at 10:00 am; there is a 10-minute break in each 3-hour class. Total number of taught hours: 2 hours and 50 minutes. Daytime weekday classes are three hours long; evening and Saturday classes are two hours long.
- 5.4 If your course is full-time and you are studying for more than 8 weeks, then you are entitled to a week off after the first four weeks of class.
- 5.5 If your course is part-time and you are studying for 12 weeks or more, then you are entitled to a week off after each eight weeks of class.
- 5.6 You MUST let us know in writing ONE WEEK before you choose to take your holiday; otherwise we will not be able to replace the hours you missed.

6. Payment:

- 6.1 Unless payment is made by employers, students should pay fees directly to Flexilearning Centre Ltd (and not to the Agent) to ensure they pay the correct fee.
- 6.2 Payment of all fees included in the invoices may be made by bank transfer or credit card and must be received in full a minimum of 14 working days prior to the course start date. Bank details are provided on the invoice.
- 6.3 The tuition fees entitle you to receive academic instruction for the chosen course. They do not include travel, accommodation, any living expenses, writing resources, examination fees, health, property or other insurance, books, excursions or social programmes, fees for documents and / or letters issued after arrival in the UK and beginning of the course.
- 6.4 Payment of all course fees must be received before an offer letter can be issued.
- 6.5 Overseas bank transfers may take 1-2 weeks to reach the Flexilearning Centre account; any offer letter can only be issued after the funds have been cleared into the school's account.
- 6.6 Please note that all bank charges must be paid by you. Payments must be made in Pounds Sterling.

7. Student's Information:

- 7.1 You permit the Flexilearning Centre to store records of your personal information for two years and only to disclose this information to others as required by law. The Flexilearning Centre is compliant with the ICO Information Commissioner's Office Act and the General Data Protection Regulation GDPR.
- 7.2 We will ask for your consent to take photographs and videos during courses, social activities and testimonials which may be used for promotional purposes, including the production of brochures and use on our website. If you do not wish to be photographed and / or filmed, you must inform us in writing prior to having your photo or video taken.

8. Liabilities:

- 8.1 You are advised that the Flexilearning Centre, its employees and representatives accept no liability for personal injury and/or loss or damage to personal property on the school premises, whether by fire, burglary, theft or otherwise. This condition also applies to public and private places when you are on school trips or excursions.
- 8.2 We are not responsible for the safekeeping or delivery of any parcels, post, or any other deliveries sent to you at the school address.
- 8.3 We are not responsible for the safekeeping of any certificates or exam results. We will not provide duplicate copies of certificates, registration forms and course payment receipts.

9. General Regulations:

- 9.1 The maximum number of students in a timetabled class is six, however for special courses arranged outside of the timetable hours and days may differ.
- 9.2 Smoking is not permitted anywhere in the building.
- 9.3 Food must not be eaten in the classroom.
- 9.4 Mobile phones must be switched off during lessons. You will be required to leave a class or be excluded from the class if your mobile phone rings persistently during a lesson.
- 9.5 Only English may be spoken in class.
- 9.6 Students must abide by our Rules and Regulations. Failure to do so may result in expulsion from the school, with no access to a refund.

10. Attendance & Punctuality:

- 10.1 When you enroll for your course, you are undertaking to attend each and every class for which you have paid.
- 10.2 If you fail to attend a class, in normal circumstances, then that class will not be replaced.

- 10.3 If you know that you will be prevented from attending a class in the future, for reasons which are beyond your control, then please let us know as soon as possible. You can either ring the school on 020 8478 4813 or email info@flexilearningcentre.co.uk – our office working hours are Mon to Fri from 9:00 am to 5:00 pm.
- 10.4 You must attend at least 80% of your course. You must attend your class regularly, or you will be automatically removed from the class register after three unexplained occasions of absenteeism.
- 10.5 No extension or refunds will be made of the classes missed. You will have to register and pay again and may not be able to return to the same class if it is full or not available.
- 10.6 We will attempt to contact any students who are absent from their class on three or more occasions.
- 10.7 You are reminded of the need to comply with the terms and condition of enrolment at the Flexilearning Centre.
- 10.8 If you arrive at the school after your course start date, your course will not be extended and you may lose your place in the class. In addition, we may terminate your enrolment with no refund.
- 10.9 You must arrive at classes at the agreed start time and return promptly after any break. Students persistently late to classes may be excluded from the course and no refund of tuition fees will be made. Under no circumstances shall late entry to a class be permitted after the first 30 minutes. After that time you must wait until the break time to re-join the class.
- 10.10 The duration of the course or the time allotted to complete the course will not be extended by unauthorised absences or uncertified illnesses.

11. Cancellation and Refund Policy:

- 11.1 Normally you have no automatic right to change your mind and to cancel this contract. But you may cancel it if you have registered online or by post and paid for your course at a distance but not in our office.
- 11.2 You must tell us in writing within 14 days from the date you sign this contract if you need to cancel. Cancellations made by phone, text message or in person will not be accepted. You must preserve evidence of having given the cancellation notice (within the '14 days' period).
- 11.3 We will not start providing the courses before the 14 day cancellation period has ended, unless you have requested this.
- 11.4 If you request to start your course straightaway in this instance you will still have the right to cancel, but you must pay for the course that is provided up to the point you cancel.
- 11.5 The right to cancel can be lost during the cancellation period if the course is provided in full before the 14 days elapses.
- 11.6 Any refunds due will be paid within 30 days by bank transfer solely to the person or organisation originally paying the fees.
- 11.7 The £35 registration fee and the £100 admin fee (for visa purposes only), which are included in the course fee, any exam and booking fees, any proportion of the course already taken, postage fees, bank or credit card charges and any other fees occurred during the refund process are non-refundable.
- 11.8 No refund will be made in the following circumstances:
 - After a course has commenced.
 - If you are dissatisfied with the allocated level of study, teacher or classroom.
 - If you miss any classes.
 - If you are expelled by the school or by the Immigration Authorities.
 - If you do not provide documentary evidence of your visa application refusal. We will only be able to refund the fees if we receive a valid visa refusal document, issued by the UKVI.
 - If your visa was refused because of false or forged documents or misleading information.
 - If you withdraw the visa application and do not provide documentary evidence of the withdrawal.
 - If the visa is granted and you decide not to study at the school.

12. Complaints procedures:

- 12.1 Complaints regarding the Flexilearning Centre, its courses or services should be made immediately in writing; complaints made after the course has finished cannot be considered.

I HAVE READ AND FULLY UNDERSTAND THESE TERMS AND CONDITIONS. ANY CLAUSE THAT WAS NOT FULLY UNDERSTOOD HAS BEEN EXPLAINED TO ME.

Full Name:

Date:

Signature:

Please keep this application form and the terms and conditions in a safe place. You might be asked to show it again to a member of staff at any time during your course or at a later stage.

This is your evidence of your learning agreement with the Flexilearning Centre.