



New Start 4 U CIC

12-14 Riley Square, CV2 1LX, Coventry, Tel: 02477671470, Email: info@new-start4u.co.uk
Registered in England and Wales – Company Registration No.: 9246490

Terms and Conditions - Adult Courses

The following terms and conditions apply to all bookings for courses at **New Start 4U CIC**. By submitting the booking form, you are agreeing to the full terms and conditions. If enrolling a student under 18, you agree to the terms and conditions on their behalf.

1. Payments

- 1.1 To make your booking, you must submit a booking form and pay a full course fee in advance. Course can be paid in various instalments depending on length of the course. Payments are non-refundable.
- 1.2 Full fees as quoted on your pro-forma invoice must be paid at least 1 day before the course start date. We cannot guarantee to hold a place on the course unless all fees are paid in full and on time. Students with unpaid fees will not be admitted to the course
- 1.3 Payment can be made by bank transfer direct to **New Start 4U CIC** or through our online payment provider by email, or by cash in our office.
- 1.5 It is your responsibility to cover all bank charges and exchange rate differences for payments.

2. Tuition fees include

- All course tuition (plus talks by visiting speakers where applicable)
- Use of **New Start 4U CIC** study centre including complete access to audio and DVD, all practice and test materials.
- Free on-site internet access during the lessons.
- **New Start 4U CIC** entry tests and end of course certificate*
- Advice and support from **New Start 4U CIC** staff, tutors and assessors

*The **New Start 4U CIC** end of course Certificate is subject to 80% minimum attendance.

Unless otherwise stated, tuition fees do not include:

- A non-refundable examination fee for FCE, IELTS, CAE exams at University/College
- Classes on UK public holidays. Conversation classes during bank holidays are charged additionally.
- Any social programme trips, events and entrance fees which are not marked as “free” on the monthly programme
- Transport to and from external exam centres

3. Cancellations, changes to bookings and refunds

- 3.1 Cancellations before the course start date must be made in writing to **New Start 4U CIC** Head Office. Once a booking has been confirmed, the following cancellation notice periods and fees apply:
 - More than 2 weeks before the course start date: you must pay £35 deposit and £15 registration fee
 - Less than 2 weeks before the course start date: you must pay £50 deposit, £25 registration fee and one week’s tuition fees.
- 3.2 If you need to postpone your course, you must tell us in writing.
- 3.3 Any refunds must be made by the same payment method and to the same source as the original payment. Handling charges and fees levied by the card company on any card payments are non-refundable. Fees are not transferable to other students.
- 3.4 We reserve the right to charge an administration fee for any changes made to the original booking.
- 3.5 In the event that **New Start 4U CIC** has to cancel a course, we will do our best to move the student to an equivalent programme. If this is not possible, we will refund all fees paid to **New Start 4 U CIC**

4. The course

4.1 All **New Start 4U CIC** centres and courses have entry requirements, such as minimum age and language level. Please refer to the course details, our level chart or contact us for further information. If any information provided at the time of application is later found to be incorrect, we reserve the right to make any changes considered necessary to the enrolment at the student's own expense and, if appropriate, ask them to leave their course and accommodation without a refund of fees.

4.2 All courses and course components are run subject to demand.

4.3 We reserve the right to change course arrangements and prices with advance notice.

4.4 On the enrolment of the course, students will complete a placement test and will be placed in a class appropriate to their language level. Once the course has started, we reserve the right to move students to the class most appropriate for their language level.

4.5 Enrolment is held every September, January, April. Starting the course outside enrolment months is a subject of internal assessment and prior learning.

5. Internal Assessment and External Examination

5.1 Some examinations are held externally (e.g. FCE, CAE, IELTS) and are not included in the tuition fee, unless specifically mentioned in the course package. Students who would like to take external exams can register through **New Start 4U CIC** at an additional fee. Exam entrance fees include **New Start 4 U CIC** administration service and range between £85 and £165, depending on the exam. As exam places are limited, we recommend that students who wish to enter for an exam provisionally book the exam through **New Start 4 U CIC** during the course. To confirm the booking students will need to present their passport and passport size photos to the **New Start 4 U CIC** reception.

5.2 Students wishing to enter for an exam must bring valid passports for exam entry. National Identity cards may not be accepted in the UK. Exam boards may require students under the age of 18 to provide a separate consent form completed by their parent or guardian.

5.3 Internal Assessment will be held on end of each term in December, April, July and August, students will be informed on results and possible certification with 2 weeks from the internal assessment.

5.4 If a student disagrees with the result of an assessment or internal examination result then the matter will be referred to the following procedures and policies: **Complains and Appeal Policy, Assessment Policy and Access fair assessment policy available in our office or online on request.**

6. Medical information

6.1 You must inform us of any disabilities, medical, dietary or other information that may affect the student's ability to participate in the course at time of booking. If a student needs special assistance or arrangements and medical information has not been provided before the course, **New Start 4U CIC** may be unable to provide the necessary support and the student may be asked to leave the school and/or accommodation with no refund of fees.

7. New Start 4U CIC rules

7.1 These rules are to ensure students benefit from their time at **New Start 4U CIC** courses, on **New Start 4U CIC** activities. Any students breaking these rules, or English law, or persisting in serious anti-social behaviour will be disciplined and may be asked to leave the course with no refund of fees.

7.2 **New Start 4U CIC** accepts no responsibility for a student's personal actions to another party while at premises or for the supervision of students out of lessons or scheduled activities.

7.3 All students must:

- Attend all classes, complete assignments and homework, unless they are ill
- Inform the centre of any changes of address or circumstances while at **New Start 4U CIC**
- Obey **New Start 4U CIC** procedures as explained at the beginning of their course
- Observe fire procedures and Health and Safety regulations
- Comply with all UK laws

7.4 Students aged 18 and over must:

- Behave appropriately towards students aged under 18 who are considered to be children in UK law
- Smoke only in designated areas outside the centre
- Never buy alcohol, cigarettes (including electronic cigarettes) or tobacco for students under 18 or give alcohol to under 18s

7.5 Students aged 16 and 17 are considered to be children in the UK and must:

- Have written permission from their parent or guardian to join day trips booked by **New Start 4 U CIC**, but organised and run by an Independent travel company.

7.6 We reserve the right to ask students to leave **New Start 4U CIC** immediately and with no refund of fees for these reasons:

- Not attending classes regularly

- Serious anti-social behaviour (e.g. verbal abuse or rudeness, drunkenness, sexual harassment, violence, assault)
- Bullying, intimidating or threatening behaviour of any sort
- Proof of or admission to an illegal act (e.g. theft, assault, drink driving, possession or use of illegal drugs or offensive weapons - such as knives, guns or other object with intent to cause harm etc.)
- Breaking any UK law
- Interference with fire or safety equipment and procedures
- Misuse of computers or downloading of any offensive material
- Any other act that brings the name of **New Start 4U CIC** into disrepute
- Refusal to obey reasonable requests from a member of Senior Staff

7.7 The Learning and Teaching Manager, Centre Manager or IQA may recommend that a student is not re-admitted to **New Start 4U CIC**. Reasons for this include the following:

- Lack of academic progress in spite of everyone's best efforts
- Illness making it impossible for the student to get full benefit from the course
- Poor attendance and lack of commitment to the previous course
- A poor disciplinary record in class
- Behaviour in School or accommodation which is inappropriate, disruptive or disturbing to others
- Failure to pay fees
- Breaking any UK law

7.8 Discipline: If the problem concerns behaviour in class your teacher will speak to you. If there is no improvement, a senior member of **New Start 4U CIC** staff will speak to you. A formal warning may be given to you, and your parents/sponsor will be informed. If there is a very serious problem, you may be asked to leave **New Start 4U CIC** (expelled) without a refund of fees.

8. Students under the age of 18

The minimum age for students joining New Start 4 U CIC adult courses is 16. Students under the age of 18 are considered children by UK law and we require additional information and consent to be able to accept these students onto our adult courses. In addition to the above rules, the following applies to students aged 16 and 17:

8.1 Students aged 16 and 17 are able to join all social activities arranged and supervised by New Start 4 U CIC staff.

8.2 New Start 4 U CIC must receive written permission from parents or guardians for students aged 16 and 17 who wish to;

- be absent from lessons or leave school during lesson time

8.3 If a student under 18 needs urgent medical attention and their parents/guardians cannot be contacted, New Start 4 U CIC will act appropriately to the situation and will arrange for a doctor to give any medical treatment considered necessary, as well as authorise the administration of an anaesthetic and operation.

9. Complaints procedure

9.1 We are committed to providing the highest level of customer care. If you are not satisfied with our service, please see the complaints and appeals procedure.

10. Privacy policy

10.1 By making a booking with **New Start 4U CIC** you are agreeing to the storage and use of the information you supply for **New Start 4 U CIC** purposes only.

10.2 **New Start 4U CIC** will share your personal details only with third party providers who are contracted to provide a specific service on behalf of **New Start 4U CIC** and require the information to perform their function. **New Start 4U CIC** will pass on your details to UK government agencies if requested by them to do so.

10.3 **New Start 4U CIC** may take photographs of social events, lessons and activities which may be used in promotional materials, NS4U CIC website or social networking sites such as Facebook. Please indicate on the booking form if you are not happy for your photographs to be used for these purposes.

10.4 Please see our full website cookies and online privacy policy.

11. Intellectual property

11.1 All intellectual property rights in **New Start 4U CIC**'s name and logo, website, promotional and marketing materials and all course and examination content and materials belong to **New Start 4U CIC**. Anyone seeking to use, publish or copy any of **New Start 4 U CIC** materials needs to seek our permission in order to do so.

12. Liability

12.1 **New Start 4U CIC** will only be responsible for loss or damage suffered by a student which occurs as a foreseeable result of **New Start 4U CIC**'s breach of the terms and conditions or its negligence.

12.2 Nothing in the terms and conditions shall limit or exclude **New Start 4U CIC**'s liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

13. Force Majeure

13.1 **New Start 4U CIC** is not liable for any failure or delay in providing our services that occurs as a result of any event outside our reasonable control, such as but not limited to war, disease outbreak, natural disaster or terrorist attack. In such cases, we will immediately notify you in writing and shall be excused from performing our obligations for the duration of the force majeure event.

14. Legal enforcement

14.1 These terms and conditions are governed by English law. English courts will have exclusive jurisdiction to settle any disputes that may arise out of the terms and conditions.

15. Policies and procedures

Any points not covered in this agreement can be found in following policies and procedures: Health and Safety Policy/ Equality and Diversity Policy/Safeguarding Policy/Data Protection and Confidentiality Policy/ RPL Policy/ Assessment Policy/Access and Fair Assessment Policy/ Plagiarism and Malpractice Policy/ Complains and Appeals Procedures. All policies are available in our office as well as online.

16. Permissions and signatures

I am giving permission to **New Start 4 U CIC** to take my photographs and use for promotional and information purposes of the **New Start 4 U** organisation. Photographs will be processed and published only by the marketing team and will be only used on the **New Start 4 U** website and marketing materials e.g. leaflets, which are accessible to an unlimited number of recipients.

I hereby give/ not give my consent
(Signature)

I declare I have read the **New Start 4 U** Terms and Conditions and the privacy policy and accept them.

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(Signature)