



Terms & Conditions 2012

1. Course Application

An initial course application with Portsmouth Language College, Southampton Language College or Chichester Language College (referred to as PLC, SLC or CLC) can be made by the website, e-mail, telephone or post or via an accredited agent. Until course payment has been received by the College, no enrolment can be confirmed.

The **Tompkins Educational Group** is the name for all Colleges owned and controlled by the Director of the holding company, which is Portsmouth Language College Ltd. (Registered at Companies House UK No. 6181002). The Director's name is David Tompkins.

Portsmouth/Southampton/Chichester Language College courses are conducted and designed for adult learners of 16 and over. However, we run special courses for under 16s at times of peak demand. These courses are run separately from adult courses and have separate conditions (see Point below).

2. Payment

Course payment must be made to Portsmouth Language College (or Southampton Language College or Chichester Language College) before the student's start date in British pounds (GBP) by:

- Bank transfer
- Credit/debit card payment or cash at Reception or over the telephone
- Cash (though not sent by post)

Students are reminded that payment by bank transfer may take as long as 10 days to reach our account: adequate time must be allowed for this.

Payments are required in British pounds (GBP). Students are responsible for all bank charges and exchange rate fees, both in the country of origin and from England. Our bank details are:

HSBC Bank plc, 118 Commercial Road, Portsmouth, Hampshire PO1 1EP	
Account name:	Portsmouth Language College Ltd. (also trades under name Southampton Language College or Chichester Language College)
Account no.	61784528
Sort code:	40-37-15
International Bank Transfer (IBAN):	GB31MIDL40371561784528
SWIFT/BIC:	MIDLGB2149V

Unless otherwise stated, the course price does not include any of the following: external exam fees, personal or medical insurance, travel costs. Students are recommended to take out their own medical and personal insurance, including insurance to cover possible cancellation. We can advise on this.



In addition to the relevant course or class fees, there is an enrolment fee of £50 payable for documentation and administrative support. This includes the first coursebook free, student ID card if requested (for those registering for 1 month or more), bank and other support letters.

Tuition fees are only valid for the person specified on the enrolment invoice.

3. Refund policy

Refunds will only be issued in the following situations:

(a) Visa refusal (for non-EEA students requiring visas before entering the UK)

On production of the original visa refusal letter, the College will fully refund the tuition fees, minus a £100 administration fee and any bank charges incurred in transferring the money back to the source bank account. Any accommodation money or airport transfer fees paid will be refunded in full.

(b) Self-cancellation prior to course start

If a non-visa student cancels more than one week before their course begins, the College will refund their course fee minus a £50 administration fee and any bank charges we incur.

If a student who has been issued with a student visa letter signed and stamped by the College cancels their course before their start date (for any reason other than visa refusal), no refund will be given. Once a student visa letter is issued, the College is responsible for your student visa status and is obliged by the UK Border Agency rules to report any changes in status or attendance/conduct etc. misdemeanours.

(c) One-to-One tuition

In the case of one-to-one tuition, a lesson can only be postponed or cancelled if the College is advised two working days in advance. If a student arrives late for a lesson, the missing minutes from your class will not be credited.

(d) Transfer of fees

Tuition fees and deposits are not returnable or transferable, either in full or in part. They are only valid for the person specified.

(e) College being unable to continue course

In the event that Portsmouth, Southampton or Chichester Language College is unable to fulfil your course through to completion and you are offered an alternative place at another language school by the British Council, you are required to accept this.

No refund will be given in the event of:

- self-cancellation (or ending your course early) after the course starts or on successful attainment of a student visa (UKBA rules apply).
- Any study days lost through personal sickness or holidays will not be credited after the course's end date.
- a student being asked to leave the College because of serious misconduct (i.e. abusive behaviour) on your part (See Point 11 for examples of this).
- a student being asked to leave the country by the British Authorities.
- a student being refused re-entry if he or she leaves the UK during the course without a covering letter from Portsmouth/Southampton/Chichester Language College.

Portsmouth/Southampton/Chichester Language College reserves the right to cancel or alter the time of a course where there are circumstances beyond the College's control, or where the course itself is undersubscribed. The College will offer alternative provision or a refund, as it deems appropriate.



The College also reserves the right to change the location of a course within the respective area of the branch (e.g. a PLC student may need to relocate to another building within the Portsmouth area)..

4. Coursebooks

On payment of the enrolment fee, the first coursebook is supplied free of charge if the course requires one. This may take up to a week after registering if we have to order new copies. Further coursebooks (e.g. if you change levels) must be bought by the student. All students must have their own copy of the coursebook for each level/class they are studying in.

5. Accommodation

Portsmouth/Southampton/Chichester Language College has a number of local host families who provide Homestay accommodation. All host families are inspected to English UK Guidelines before we place a student with them. You have the right to change your homestay family up to 3 times if you wish (providing the school has accommodation available).

If a Homestay Family wishes you to leave the Homestay due to misconduct or perpetual late or insufficient payment of fees, Portsmouth/Southampton/Chichester Language College will not be under any obligation to find you alternative accommodation.

All Homestay Accommodation fees are subject to a £5 administration charge per student, per week, if paying us directly to arrange accommodation.

6. Courses for under 16s

Typically, each College runs courses for under 16s during the summer holidays from July-August. These are closed groups with a teacher and no other over 16s present. We can only accept individual under 16s if they have a parent or guardian directly responsible for their welfare and living with them in the local area.

We can accept groups of under 16s providing they have an appointed group leader who accompanies them to the UK.

All teachers working with under 16s will sign a declaration that they are suitable to be working with under-16s and will be subject to a UK CRB check.

7. Course extensions

If a student extends their period of study, they will not be required to pay any additional enrolment fee.

8. Holiday policy

Students must give the College Registrar/Office Manager 14 days' notice before taking a holiday and holidays may only be taken in full weeks. The length of permitted holiday during a course is as follows:

Weeks of classes	Holiday weeks
1-7	0
8-11	1
12-17	2
18-23	3
24-29	4
30-35	5
36-39	6



40-52	12
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If a non-visa student tells us their intended holiday weeks before starting their course, these weeks will not be considered as study weeks and will not be charged for them. The weeks will be added on to the end of the course. Holiday weeks to study weeks must not exceed the ratios in the table above.

If a student tells us their holiday weeks after they begin their course, then these weeks will be considered study weeks and will not be added on to the end of a course. The only exception to this is the Christmas and New Year break when the College is closed.

Holidays can only be taken as complete weeks (Monday to Friday) and individual days taken as holiday are not added on to the end of a course.

9. College holidays 2012

The College will be closed for classes on the following dates:

06/04/2012 - 09/04/2012	Easter Holiday
07/05/2012	May Day Bank Holiday
02/06/2012	Queen's Jubilee Bank Holiday (TBC)
27/08/2012	Summer Bank Holiday
22/12/2012 - 04/01/2013	Christmas & New Year's Holiday

There are no fee reductions for when the College is closed on public holidays and these days cannot be added onto the end of a course. The only exception is the 2 weeks' holiday at Christmas & New Year.

10. Visas

Some students require visas for the UK and are advised to visit the United Kingdom government website (<http://www.ukvisas.gov.uk/en/>) or to contact the nearest British embassy, consulate or high commission to check on current visa requirements. Students who are visa nationals are required by the authorities to attend full-time (daytime) courses of a minimum of 15 hours per week.

Portsmouth Language College, Southampton Language College & Chichester Language College are British Council accredited Schools jointly licensed by the UK Border Agency to enrol international students under Tier 4 of the Points Based System. **Our Sponsor Licence Number is DJ5Y1PAW7.**

11. Attendance and Conduct

All students are required to attend their classes regularly and on time. Absence due to sickness or accident is not refundable.

Any student whose attendance level falls below 80% during the course for which he or she is enrolled will receive a written warning and may be dismissed by Portsmouth/Southampton/Chichester Language College without any refund of tuition fees if their attendance level continues at below the required minimum. For visa national students, this will affect their legal status in the UK.

The College is duty-bound to report students on student visas to the UK Border Agency for periods of unexplained absence of 10 days. We will make every reasonable effort to contact a student if they are absent.

Students are expected to participate actively in their class, to take progress tests periodically, and to do homework regularly.



The College reserves the right to refuse re-admission or to dismiss any student in the event of misconduct, perpetual lateness (without a satisfactory reason) or unsatisfactory work. In such instances there will be no refund of tuition fees.

Examples of serious misconduct and abusive behaviour

- Verbal or physical abuse to a student or a member of staff. Verbal abuse can include bullying, harassment, threatened violence, damage to personal property, abuse on grounds of physical, racial, sexual, sexual orientation or national differences. Physical abuse includes actual violence, sexual harassment or indecent assault. This applies on or off the College premises.
- Deliberate damage or misuse of school resources or vandalism to the college building or property.
- Misuse of IT facilities by downloading offensive or pornographic material.
- Theft of college resources or another student’s/member of staff’s personal property
- Repeated refusal to follow college rules
- Behaviour outside the school that could bring the college into disrepute.
- A student breaking UK law (e.g. drug abuse or driving offences)

12. Course allocation and class times

We are unable to allocate a student to a specific class before registering at the College. On arrival at the College for registration and before joining a course, a student will have to do a placement test.

We cannot guarantee that your allocated class will be at a certain time of the day (e.g. 09.30-12.45) and you may be required to study in the afternoon (e.g. 14.15-17.30) or morning (e.g. 09.30-12.45) if that is the only class available.

Students cannot change from one course to another without formal approval by the Director of Studies or Principal.

13. English Language Course Pricing Policy

Portsmouth/Southampton/Chichester Language College’s fees are non-negotiable. All prices are charged at the published pricelist available on our website and at reception. Agency fees may be added to prices where a recognised intermediary agent is involved but Portsmouth/Southampton/Chichester Language College does not receive any higher rate for this.

On certain occasions, a student may be unable to study for the full weekly allocated time of the course. Providing you clarify the days you are unable to study in advance, the following rates apply:

	Daytime (e.g. 09.30-12.45 or 14.15-17.30) 5 days per week 15 hrs per week maximum	Daytime (09.30-14.00 or 13.00-17.30) 5 days per week 20 hrs per week maximum	Evening (18.00-21.00) 2 days per week 5.5 hours per week maximum
5 days per week	As Pricelist		
4 days per week	90% of Pricelist		
3 days per week	75% of Pricelist		
2 days per week	50% of Pricelist		As Pricelist
1 day per week	30% of Pricelist		60% of Pricelist



- The table above does not apply to those on a student visa who are legally obliged to study for a minimum of 15 hours a week.
- For new students, the Enrolment Fee is added after the course fee reduction has been calculated and is not subject to any discount.
- Students are not permitted to change their days of study unless they provide advance notice.
- Any other study price rates are at the discretion of the Principal.

14. Certificates

Students will automatically be given an attendance certificate if 80% attendance or more has been achieved for the period for which enrolled. Students who attend for less than 80% can request an attendance certificate: this will be provided, stating the actual attendance level that the student achieved.

The College will only provide students with a course completion certificate if the course in question is successfully completed.

15. Special Offers

Special Offers can be withdrawn at any time by the College (though obviously not after a student has paid the special offer amount in full) and are available purely at the discretion of the college.

If a student has already paid the full price, then we cannot refund it in favour of a special offer price.

16. Publicity

From time to time, the College may take photographs of students for promotional purposes. By enrolling at the College, each student tacitly accepts that any photographs taken of you or comments made in questionnaires issued by Portsmouth/Southampton/Chichester Language College may be used for promotional purposes.

17. Data protection & Student Records

Students are responsible for giving the College accurate and up-to-date information about their address, phone numbers, e-mail address and emergency contact details in the UK and home country whilst studying at the College.

Portsmouth/Southampton/Chichester Language College will collect and maintain your personal information lawfully and fairly, in accordance with the 1998 Data Protection Act. This confidential information will be protected against loss and theft or unauthorised access, disclosure, copying or modification. It will not be supplied to third parties. We will only disclose it without consent if any regulatory or governmental body requests or requires. The College is registered in accordance with the Data Protection Act 1998 (No. Z2408732).

We will use a student's personal information for the following purposes:

- (a) to process applications for the administration of courses;
- (b) to provide the best possible service to the student whilst a student at our College;
- (c) to inform students about our promotions and new products at Portsmouth/Southampton Language College;
- (d) to provide data for statistical analysis.

18. Disabled access

Portsmouth/Southampton/Chichester Language Colleges currently have no access for disabled students.

19. Liability

Portsmouth/Southampton/Chichester Language College and its staff and representatives will not be



liable for loss, damage or injury to persons or property however caused, except where such liability is expressly imposed by English law.

The College is not responsible for the safekeeping or delivery of any post sent to students at the College.

20. Force Majeure

Neither Portsmouth/Southampton/Chichester Language College or its representatives are liable for refunds or damages, however they arise, in cases where the College is unable to provide any services to which they are contractually bound because of labour disputes, insufficient demand for courses or for any other reasons that are beyond their control.