

General Terms & Conditions

1 TERMS USED IN THIS DOCUMENT

- 1.1 Tellus = Tellus Education Group Ltd, Tellus College and its affiliated companies and brands.
- 1.2 Tellus College is a trading name of Tellus Education Group Ltd.
- 1.3 Student or participant = either a person participating in (or supporting/monitoring) a vocational training programme inclusive of a work experience activity or a language training/travel programme or a combination of both.
- 1.4 Promoter or agent = a person or an organisation acting on behalf of an individual or group of individuals in arranging work experience, language training or work experience with language training programmes, with or without additional services, through Tellus Group to individuals.
- 1.5 Individual = a person wishing to participate in a work experience programme, a language training programme or both.
- 1.6 ELT = English Language Teaching/Training
- 1.7 Guardian = a person legally responsible for the care of others, particularly children and minors.

2 GENERAL KEY PRINCIPLES

- 2.1 The student/participant understands and agrees to our Three Key Principles:

- The student/participant will show respect to other people, their privacy and possessions.
- The student/participant will make every effort to speak English when they are in a group setting and work hard to develop their language skills during their stay in the UK.
- The student/participant will help Tellus College improve their services by completing all requests for feedback, and contacting relevant members of Tellus College staff if they have any problems.

3 GENERAL TERMS AND CONDITIONS FOR ALL STUDENTS AND PARTICIPANTS

3.1 Tellus College reserves the right to change these terms and conditions at any time. We will make every reasonable effort to notify students and staff of any changes. Any such changes affect all bookings. Changes to these terms and conditions are considered as notified by their publication on this website.

Please, note that as soon as your registration has been accepted by Tellus, the following terms and conditions will apply.

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Head office: Swarthmore Centre | Mutley Plain | Plymouth | PL4 6LF | UK

Portsmouth School: Portsmouth Guildhall | Guildhall Square | Portsmouth | PO1 2AB | UK

T: +44 (0)845 673 3007 | **E:** info@meridianenglish.com

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4 SERVICES

4.1 The company reserves the right to change details of its services, including courses, facilities and course dates, where circumstances beyond the company's control necessitate such changes or where the number of registrations is not sufficient to viably operate a programme.

5 CONTRACT

5.1 The contract is agreed between Tellus and the promoter/individual.

5.2 Registration as a student or agent is acceptance of Tellus College terms and conditions unless expressly agreed in writing between the parties.

6 BOOKINGS, REGISTRATION and VISAS

6.1 There is no restriction on nationality, but students/participants who need a visa to come to the United Kingdom should check the requirements for UK visas.

6.2 If a visa application is rejected or delayed you must inform us in writing at least 14 days before the course start date.

6.3 We will refund all fees except the enrolment and visa letter fee and any courier charges within 28 days if notified as above and on receipt of the visa refusal letter.

6.4 Students/participants requiring a visa must be enrolled for a programme for a minimum of 15 hours per week.

6.5 You can register your enquiry and complete the booking form on our website. As soon as we receive your booking form we check your eligibility, confirm your registration and send you an invoice for the full fees.

6.6 Tellus Education Group Ltd has the right to refuse any applicant who does not meet the eligibility requirements for any given programme.

6.7 You must ensure that the information you have given in your application is correct and acknowledge that, if it contains any false or inaccurate information, it may compromise your participation in the programme you have registered for.

6.8 Students or participants who require accommodation must complete their booking and registration 12 weeks before arrival in the United Kingdom.

6.9 Participants who require a work placement must complete their booking and registration online at least 12 weeks before their arrival in the United Kingdom.

6.10 Students or participants who do not require accommodation or a work placement must complete their booking and registration online at least 8 weeks before starting their programme, or as agreed between the parties involved.

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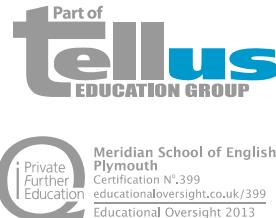
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6.11 Advanced booking is necessary for us to be able to arrange your preferred programme requirements. Delayed bookings can result in the need to provide alternative rather than the preferred programme requirements.

7 PAYMENTS

7.1 All fees and charges will be agreed between you and Tellus College in writing prior to any programme booking.

7.2 An invoice will be sent following receipt of formal booking or registration.

7.3 To secure your booking, a deposit of 20% of the total invoice or 4 weeks of accommodation, whichever is the greater, must be paid 2 weeks after the invoice date and then the rest a minimum 6 weeks before your course begins.

7.4 Course fees and accommodation costs must be paid in full and in advance in order to be guaranteed your place on the programme and stay in your preferred accommodation. For students paying by instalments – the amount advised on the invoice must be received on time or you may lose the option to pay by instalments.

7.5 To help us track your payment, please insert an INVOICE NUMBER on all payments and queries.

7.6 It is your responsibility to ensure that all fees have been paid in full and on time.

7.7 It is your responsibility to pay bank charges for payments made by bank transfer.

8 LATE PAYMENT

8.1 If the invoice is not paid on time, Tellus reserves the right to cancel the booking 2 weeks before arrival.

8.2 Students whose payments are overdue will be refused entry to lessons and requested to leave their accommodation, this includes payment by instalments.

9 DISCOUNTS

9.1 Group Bookings -discounts are available for group bookings, please contact us.

9.2 Any additional discounts are at the sole discretion of Tellus.

10 AGE REQUIREMENTS

10.1 Minimum ages for different courses are as follows:

- English language courses for adults: 16 and over.
- Work experience: 18 and over.
- Work experience trial: 14-17.

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- English language courses for young learners: 11-17

10.2 We reserve the right to allow students age 16-18 to join an adult group at our discretion.

11 PUBLIC HOLIDAYS

11.1 Tellus offices are closed on public holidays including over the Christmas and New Year period. There will be no lessons on these days or reduction in fees. It is not possible to add these days onto the end of the course.

12 TAKING HOLIDAYS

12.1 You are not allowed to take holidays on bookings of less than 12 weeks. For courses longer than 12 weeks, 2 weeks holiday can be taken for each 12-week period during your course. Any additional holiday taken will not be added onto the end of the course and will not be refunded.

12.2 If you book your holiday before your arrival, you do not pay an administration charge. If you arrange your holiday during your programme, you must give 2 weeks' notice and pay a £75 administration fee. With this 2 weeks' notice, the holiday period can be added to the end of your programme. If the added weeks run in to the summer period, the summer supplement may be payable. Please, note that it may not be possible to place you in the same class/work placement or accommodation on your return.

12.3 If you are under 18 and arrange a holiday during your programme, you must show us that you have parental permission.

13 ACCOMMODATION DURING HOLIDAY PERIODS

13.1 If you want to stay in your accommodation over Christmas, please contact us for fees and availability.

13.2 To keep your room in residential accommodation during other holiday periods, full accommodation fees are payable. To keep your homestay room, you will need to pay half the cost of the accommodation

14 TRAVEL AND MEDICAL INSURANCE

14.1 Tellus College does not insure students against any type of accident, illness or loss. Students are strongly advised to arrange insurance for themselves before coming to the school. All students/participants should ensure they have appropriate insurance cover for their personal possessions, any medical, health, repatriation needs etc. Tellus is not responsible for the organisation of or the payment for these costs.

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14.2 Some elements of the course may take place outside; where this is the case, students/participants agree to undertake these activities and in doing so confirm that they have suitable insurance cover. If outside activities have to be cancelled due to rain, no refund will be given.

15 TRAVEL TO, FROM AND WITHIN THE UNITED KINGDOM

15.1 The organisation, management and payment of travel to and within the United Kingdom are not the responsibility of Tellus, unless you have asked us to do any of this for you. If Tellus is asked to organise and manage such travel, this will be agreed in writing in advance and charged for as an additional service. It is your responsibility to ensure that you have a valid passport or any other appropriate travel document / ID to enter the country in which your programme is provided.. Tellus College and its affiliates accept no liability for financial loss caused by you not having correct travel documents.

15.2 We recommend that you do not book your flights or make travel arrangements until your programme booking has been confirmed.

16 TRANSFERS ARRIVALS AND DEPARTURES

16.1 All transfers are arranged at our discretion and are subject to cancellation or alteration.

16.2 Tellus can arrange such transfers at an additional cost. Please see our website for details. If you decide to use this service, please remember that it is your responsibility to give us all your arrival / departure details at least 14 working days before your arrival. If you do not do this, we may not be able to arrange the transfer you wanted.

16.3 If you want to cancel the transport we have arranged for your arrival or departure, you must give a minimum of 5 working days' notice, otherwise you may still be charged.

16.4 You must notify us of any changes to airport transfers at least 5 working days before the designated arrival time. If we receive notice after this period, you may incur the full cost of the service.

16.5 We accept no responsibility for any costs incurred by you in waiting for any late transport pick-up.

16.6 We accept no responsibility for any costs incurred by you in delays that may occur in arrival time in dropping you at an airport or other transport connection point.

17 DOCUMENTATION

17.1 All students/participants must complete the online registration form as instructed.

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18 WHEN YOU ARRIVE

18.1 You are required to organise your travel to make sure that you arrive at the time you have specified. If we have organised your accommodation, you will be met by the accommodation provider or one of our staff when you arrive. You are expected to arrive at your destination between 07.00 and 23:00, and a member of Tellus College or our accommodation provider will be waiting for you.

18.2 If you arrive outside these hours you will be charged an additional 'Out of Hours Meet and Greet' fee of £50 per person. You may also have to pay a local taxi fee from the local arrival stop to the host family.

18.3 You are required to complete your arrival information in your user account which is established upon registration

19 STUDENT/PARTICIPANT DEPARTURES

19.1 Your departure from your UK city destination should take place between 07:00 and 23:00. If you leave outside these hours you may need to arrange your own transport at your own expense.

19.2 Your departure from your homestay accommodation should take place between 07:00 and 15:00. If you wish to leave your homestay accommodation after 15:00, you must let us know. This will allow us to make necessary arrangements with the host family.

20 TRANSPORT

20.1 If a local travel pass is issued or purchased for you by Tellus College, you will be responsible for its safe keeping; you are responsible for the cost of its replacement if it is lost or stolen.

21 CANCELLATIONS AND REFUNDS

21.1 For any bookings made with Tellus College, there is a seven-day cooling off period, during which you can cancel your booking without any charge. This applies to bookings made up to six weeks before the planned start of the course.

21.2 If you cancel your programme, the enrolment fees and courier fees (if applicable) are non-refundable.

21.3 All cancellations must be made in writing to Tellus College. Any refunds will be made by bank transfer refunded to the same account your payment was made from and may be subject to bank charges.

21.4 In the event that you have to cancel your programme (apart from the cooling-off period) we will charge you the following:

21.5 This applies to Work Experience and ELT groups only:

- 7 weeks before arrival -25% of all fees and charges or £150, whichever is the greater.
- 5 or 6 weeks before arrival -50% of all fees and charges.

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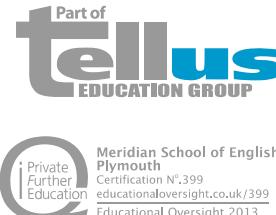
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- 3 or 4 weeks before arrival - 75% of all fees and charges.
- Within 2 weeks of arrival - 100% of all fees and charges

21.6 Other ELT (including individual bookings): If cancellations are made 14 days or more before the course is due to start, we will refund all fees except the enrolment fee, visa letter fee and any courier fees. However, if you have started your course already:

- Course duration up to 4 weeks: no tuition fees will be refunded.
- Course duration 4 weeks or longer: (a) termination after the first 4 weeks but before the mid-point of the course: pro-rata amount of tuition fees is refunded; or (b) termination after the mid-point: no tuition fees are refunded.

21.7 Regarding accommodation, if you cancel with up to 7 days' notice, you will be charged 1 week's accommodation fee. If you cancel with up to 48 hours' notice, you will be charged 2 weeks' accommodation fees or full fees if your stay is shorter than 2 weeks.

21.8 If you, without notifying Tellus College, do not arrive, arrive late or are absent during the course of your programme, a refund for this will not be given, nor may periods of absence be compensated with an extension at the end of the course free of charge. Regarding visa nationals, the Home Office will always be notified of all such irregularities.

21.9 If Tellus College cannot provide an agreed programme in full, a refund consisting of the difference between the fees paid and what has been provided up to date of termination will be granted to the student/participant. The payment of this refund will be made within 28 days of the date of termination. Alternatively, and if possible, the student/participant will be offered a suitable alternative programme at no additional cost. The student/participant has the right to choose between the refund or accepting a place on another programme. If they decide to choose the latter, they will be asked to sign a document indicating their acceptance of the programme.

21.10 If any participant breaches the conditions on which they were granted their visa, no refund will be made for the remainder of their programme.

22 CHANGES TO CONFIRMED BOOKINGS

22.1 Any reduction to the agreed programme by the student/participant must be applied for in writing. The company reserves the right to charge an administration fee of £75 each time the course or accommodation details are changed or cancelled after a place has been confirmed. This fee will not apply to upgraded or extended courses.

22.2 If you decide to leave the accommodation we have arranged for you before the end of the booking period, you are required to give four weeks' notice and will be issued with a refund for any remaining accommodation fees. If notice is not given, please refer to point 21.7.

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22.3 If you have a Standard Visitor Visa, Short Term Study Visa or Visa issued under Tier 4 of the Points Based System and you leave before your course is finished, we may inform the UK Border Agency.

23 ACCOMMODATION

23.1 Accommodation provided by Tellus College is in units of a calendar week (Sunday to Saturday). Whilst every effort is taken to ensure accommodation is safe and secure, Tellus does not take responsibility for any loss, damage, accident or otherwise as a consequence of the students/participants residing in the accommodation.

23.2 Tellus reserves the right to accommodate one nationality per host family.

23.3 In the unlikely case of Tellus College not being able to provide the class of accommodation you have requested, you may be placed in a different type of accommodation. However, you will only pay for the type of accommodation you have agreed on and will be refunded any difference in price.

23.4 The rules and regulations, either verbal or written, of the accommodation in which you live must be observed. You will need to ask permission from the owner or other residents before inviting visitors to the house or allowing them to stay overnight.

23.5 During your stay, you will be responsible for any damage you or your guests cause to the accommodation, and will have to pay for any damage caused by you or your guests.

24 PERSONAL POSSESSIONS

24.1 Whilst every effort is taken to ensure that students/participants have a safe environment, whether in our premises or those of our agents, Tellus does not take responsibility for any loss, damage, accident or otherwise of personal possessions unless caused by our own negligence. Thus, during your stay, you will be responsible for the safety and security of your own personal possessions, including money, travel documents and travel tickets.

24.2 During your stay, you will be expected to contribute to the cleanliness and tidiness of your accommodation. You will not deface the decor of the accommodation and will leave the accommodation as clean, tidy and orderly as it was on your arrival.

24.3 For work experience participants, accommodation can be up to 55 MINUTES travel time from your place of work. Distance to work within this time limit is no reason to change accommodation or for complaint.

24.4 For ELT students, accommodation can be up to 35 MINUTES walking time from the school. Distance to school within this time limit is no reason to change accommodation or for complaint.

24.5 If you are asked to leave your accommodation by the owner, landlord or Tellus College because of a breach of agreement, you have no automatic right to new accommodation provided by Tellus College.

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Differences in quality between places of accommodation (e.g. distance from work placement or school or equipment like internet or telephone access, self-service washing machine, TV etc.) is no reason to change accommodation or for complaint.

24.6 A change of accommodation is only possible in exceptional circumstances and with the prior approval of Tellus College. During your stay, we may need to move you from one accommodation to another due to unforeseen circumstances. Whilst we will try to avoid this, we reserve the right to do so.

24.7 For some accommodation, students/participants may be required to pay a security deposit. Where this is the case, they will be notified at least two weeks before arrival. If you decide to change the accommodation we have arranged, you must give two weeks' notice for residential accommodation and one week's notice for homestay accommodation. In such cases new accommodation will be arranged as soon as it becomes available and you will be charged an administration fee of £75.

24.8 If students/participants have arranged their own accommodation, they are required to give Tellus College accurate and up-to-date information about their address, phone numbers, email address and emergency contact details in the UK and their home country. If they do not do this an administration fee of £75 will be charged.

25 DISCIPLINE

25.1 Tellus College reserves the right to exclude any students/participants from their programmes or remove them from their accommodation when there is evidence of:

- gross misconduct
- abusive behaviour causing offence to staff at Tellus College, at the work place or host families (or other clients)
- poor discipline or attendance either at work or at school (attendance of at least 80% of classes is required by UKBA for Visa applicants (this may be subject to short notice change)).

In these cases, no fees will be refunded and Tellus College accepts no responsibility for providing alternative work placement, course or accommodation, and the student/participant or their parent will be responsible for all the costs involved in providing their transport home.

25.2 During trips and activities organised by Tellus College, students/participants must observe the directions given by the accompanying members of staff; to ensure the safety of you and others.

26 CHANGES TO PROGRAMME

26.1 From time to time, Tellus College may have to make changes to services and reserves the right to do so. In case any major changes become necessary, a notification of such changes will be made to the participants as soon as it is possible to do so.

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26.2 We also reserve the right to (1) cancel courses, (2) combine classes or reduce the number of tuition hours if student numbers fall too low to sustain separate groups at the same or similar ability level or (3) run classes in the morning or afternoon as required.

27 LIABILITY

27.1 You are responsible for ensuring you have a valid passport, or any other appropriate travel document/ID, to enter the country your programme is provided in. Tellus College and its affiliates accept no liability for financial loss caused by you not having correct travel documents.

27.2 Tellus cannot be held liable for damage or accident to student/participant's person or property, except where such liability is expressly imposed by English law.

27.3 Tellus College accepts no liability for any damages related to death, personal injury, breach of contract, inappropriate performance of the contract or negligence in situations where the claim has originated out of circumstances that are neither due to Tellus College's fault nor that of other suppliers for the following reasons:

- the failure was due to the student/participant's fault;
- the failure was due to a third party that was not connected to the services provided by Tellus College under their contract with the participant and was therefore unforeseen and unavoidable;
- the failure was due to circumstances that were unpredictable and out of the ordinary, and thus beyond the control of Tellus College whose consequences it would not have been possible to avoid no matter how diligently due care had been exercised; and
- the failure was due to an event that would have been impossible to foresee or forestall by Tellus College or any other supplier, even with due care.

27.4 Tellus College is not responsible for the safekeeping or delivery of any post or fax sent to you at Tellus College premises.

27.5 Tellus College is not liable for refunds or damages, however they arise, in cases where the school is unable to provide any services to which it is contractually bound because of labour disputes, insufficient demand for courses, natural disasters or for any other reasons that are beyond its control.

27.6 If participants feel that the service provided by Tellus College or any of its providers has been defective, they must inform Tellus College and/or any other supplier of it as soon as it possible to do so. Such notification must be in writing to info@tellusgroup.com.

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28 COMPLAINTS AND DISPUTES

28.1 If there is a dispute between a participant and the school, any complaints should first be made in writing to the Complaints and Compliance Manager at info@tellusgroup.com. Provided that a complaint is received within one month of the course ending and all fees have been paid, it will be investigated fully. If the matter is not resolved the student may complain in writing to the Chief Operating Officer (COO). In the unlikely event that the issue still remains unsolved, the next step is to contact the governing body for all accredited language schools in the UK, the British Council.

29 PRIVACY POLICY

29.1 When you complete the Registration Form, you agree that Tellus College can store and use the information you give for their purposes only; Tellus will not pass your details on to any other organisation or third party. Tellus College may take photographs or video footage of social/cultural events, some of which may be used for promotional purposes.

30 PUBLICITY AND DISSEMINATION

30.1 Students/participants understand and agree that Tellus College may choose to publicise their experience in local, national or international media and use any material, statement or anecdote in their marketing and public relations materials and activities

The above information is correct at time of publication but may be subject to change.

These Terms & Conditions shall be governed by and interpreted in accordance with the laws of the United Kingdom excluding such conflict of law principles.

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