

Terms and Conditions (2023-24)

If you accept a place on a YES course, you automatically agree to our terms and conditions. Accepting a place in our school means that:

1. School's Obligations:

- The school will make every effort to meet the standards described in publicity materials and is required to conform to the British Council and ASIC Accreditation schemes' standards and modes of practice.
- The school will provide you only with appropriately qualified teachers.
- Our classes will not contain more than 12 students.
- The school will require a £50 payment for course materials, such as course books, at an appropriate time, if deemed necessary (subject to the course of study, length of the programme, individual learning plan, etc). Having obtained this, it is the school's responsibility to provide said materials to you at the earliest available opportunity.
- The school will only accept students with abilities appropriate to the level they wish to study at. Students are entitled to receive timely feedback and advice if their abilities are better suited to a different course than the one to which they have applied.
- The school will treat your complaints, suggestions and feedback seriously, investigating and endeavouring to find solutions as appropriate.
- The school's teachers and/or DoS will provide feedback on your homework and tests.
- Teachers will provide you with regular feedback about your progress and offer positive and concrete suggestions for improvement.
- The school will respect your personal data according to the Data Protection Act (1998). Your details will not be disclosed to third parties other than inspectors from the ASIC or UKVI.

2. Conditions of Study:

- All courses are run subject to demand.
- ACADEMIC: If and when necessary, YES reserves the right to **alter the timetable** and/or **transfer students** from one class or course to another, from one time of study to another, and to **merge small classes** or **cancel under-subscribed classes** and **courses**. Please note that the *teacher with whom you started may change* for various reasons to do with level, availability, timetabling, and other factors to enable the smooth running of the school. Please also note that, if a **scheduled teacher is absent** (for example, due to sickness), every effort will be made for a **cover teacher** to take the class or classes affected. *Please be aware that cover teachers are chosen for their English teaching skills and abilities; 'cover teacher' does NOT mean a 'lower standard of teacher'.*
(Placing cover teachers is not an easy process and we would like students to please respect the time and effort taken in organising a cover teacher. Please do not be absent or leave early resulting from a cover teacher taking your class. Thank you very much for your consideration.)
- Fees may also be subject to change.
- In exceptional circumstances, the school reserves the right to cancel any course **without notice**. In such an event, a full refund for the remainder of the course will be given less the administration fee.
- The school does not accept students under 18 years old (except for specific junior programme summer school courses).
- Students are required to inform the school about any changes in their personal circumstances that may affect their courses or next of kin (especially address or phone changes).

3. Enrolment Fees

- The course fees are valid only for the person, course[s] and dates specified on the application form.
- For students planning to study at the school from overseas, a **non-refundable administration fee of £120** is required for all courses.
- If accommodation is needed, a **non-refundable accommodation arrangement fee of £60** is required.
- An additional deposit may be required to secure a place on some courses – for example, for students residing in the UK. Unless this deposit is paid, a student's place on a course is not guaranteed.
- ****All fees must be paid in advance** (also see point below)
- ****Further to the above point, for September 2023 - September 2024, the school has decided to allow overseas applicants applying for a visa who are studying a full-time course of at least 12 weeks or more TWO options regarding the payment of fees and the payment of the administration fee.**

They are as follows:

- 1) **£120 admin fee + entire tuition fee paid in advance** at the time of booking;
- 2) **10% deposit of all course fees paid in advance** at the time of booking (the *remaining fees* will still need to be *paid before commencing the course*).

Sponsored Students

- Students sponsored by their embassy are required to provide a financial guarantee before the start date of their course.
- If no financial guarantee is provided within the agreed period, the student is liable for all fees owed to the school.
- Students who are sponsored by their embassies agree to study for the duration stipulated in the Acceptance Letter.
- If a sponsored student withdraws from the course before the stipulated course end date without the school's consent, the school will not refund the fees after two weeks of his/her start date. The student can decide to leave the school within the first two-week period (see section

Cancellation/refunds rules from section 4 apply.

- There will be no reduction in fees for UK public holidays or if the school is forced to close due to severe weather, or other exceptional conditions.
- Upon enrolment, all students are required to fill in an application form providing information which is correct to the best of their knowledge. If the school has any reason to believe that you have provided any false information, your enrolment will be cancelled and appropriate institutions informed (e.g., UKVI, your sponsor or agent).
- All students are obliged to take a placement test before starting a course. If students disagree with the placement result, the decision of the school regarding the students' course/level is final and binding.

Deferred Course Start

- A student arriving at the course more than 3 weeks after the course start date may be asked to join a lower-level class or another kind of class. This decision is at the discretion of the school.

- Students will only be allowed to join a class up to week 6 of the course in the case of 12-week courses provided that their language ability is adequate for the lessons being taught.
- The student must start the course within 2 weeks from the agreed start date on a Monday unless otherwise arranged with the school (evidence may be required for late starts).

4. Cancellation and Refund

Student Visa

- All cancellations due to visa refusal must be made in writing or email, not face-to-face or over the phone.
- If payment option 1: Cancellations due to visa refusal made before the start date of the course will be fully refunded **except for the administration fee of £120** and any accommodation deposit (£60). Bank charges must be paid by the student.
If payment option 2: The 10% deposit is non-refundable even in the case of a visa rejection.
- The student can opt to leave the school within the initial two-week period. In this case, the fees will be refunded **except the administration fee of £120** and the fees for the two weeks, as well as accommodation charges due + the deposit during this period.
- There will be no refund when **unauthorised holidays** are taken by a student. Holiday requests are considered on a case-by-case basis (also see below for rules).
- Refunds are only given for the remaining course fees after the 2-week notice period if the school management considers the request to leave to be reasonable and serious. *Requests are considered on a case-by-case basis.*
- Any discounts on tuition fees will become null and void and you will be charged the full price for the weeks that you have attended the course if you leave early.

5. Attendance and Absence

Attendance

- All students must attend classes and should always endeavour to be punctual.
- If the attendance is **lower than 80%**, or there is an unauthorised absence lasting at least two weeks, the student is **NOT eligible to receive a certificate** or a confirmation of attendance or progression letter/academic reference. This will be reported to the UKVI, as the school has a duty to inform the Home Office of persistent non-attendance. This may result in the termination of any student visa.
- Daily attendance is taken by a teacher's paper-based register, and the Administration Manager's e-register within the first 15 minutes of every lesson. If a student is more than 15 minutes late, they can only attend the next lesson (after 45 minutes of class time from the start of the whole session). Students arriving more than 15 minutes after the scheduled start of a lesson must report to the school management and remain on the school premises until allowed otherwise.
- Each student is responsible for providing us with a written explanation of absences.
- If a student's attendance is continually poor, such as more than 5 days every month, a warning letter will be issued at the end of the month. If this is ignored, a second warning letter will be issued.

Visa and Certificates

- Students who are on a visa, studying on a course of 12 weeks or more, can take planned leave. Students must give one week's notice and take a minimum of one full week. Only full weeks can be taken. Maximum 4 weeks in 1 year (1 week per 12-week term).

- Students who are on dependent visas and sponsored by their embassy in the UK can take a planned absence of a minimum of two weeks. The relevant embassy will be notified and will not be invoiced. If the absence is less than two weeks or the school is not informed in advance, the embassy will be charged until the end of the period indicated in the sponsorship letters.
- In order for a student to be eligible for an end-of-course certificate, she/he has to attend at least 80% of the duration of the course, unless in exceptional circumstances. Evidence will usually be required.

Absence

- Absence from classes does not give the student the right to a refund of the course fees for the previously agreed duration of the course.
- If, after having started your course, you find you cannot continue to attend the classes because of a serious issue such as health problems or the loss of a relative, then you are entitled to continue your course at the school when you are able. However, concrete evidence, such as proof of a hospital stay or dated flight tickets, must be provided. This entitlement is at the discretion of school management, who have the right to refuse.
- Persistent late arrivals or absences will be recorded and considered by teachers when they are evaluating students. If you are more than 15 minutes late, you will be denied entry to that lesson. Continuous lateness will be treated as an absence.

6. Holiday Policy for Students:

YES understands that long-term students may wish to take a break from their course, for example, to visit family. Holiday requests, with at least one week's notice given, are usually acceptable. Holidays that have been agreed upon in advance will not be charged. If a holiday request is accepted, you will be issued a letter from the school.

Existent Holidays:

The school closes for three weeks at Christmas, two days for each key Eid celebration day, plus all bank holidays. Students may want to take extra holidays during their studies. Holidays that have been agreed upon in advance will not be charged. If a holiday request is accepted, you will be issued a letter from the school.

Holiday allowance

Long-term students may take one extra week as a holiday for every 3 months studied if their attendance is above 80% and their progress will not suffer as a result of the holiday. Management reserves the right to refuse a student's holiday request if it is believed that this criterion has not been met. Management has the final say over any holiday requests.

Notice

You must give at least a one-week notice period and complete a holiday request form. If it is agreed, you will receive a letter that is signed by the DoS. If it is refused, you will receive a written notice detailing the reason for this refusal. If you are unsatisfied with the decision, you can contest the decision in writing, and it will be dealt with as detailed in our Complaints Policy and reviewed. Be aware that management may choose not to overturn their original decision.

Fees: Holidays

Course fees are not refunded for booked holiday periods of less than a week. Refunds may be considered if the holiday is booked in advance of the course start date. If you want to request a refund, you will need to put this in writing and your request will be passed to the management, who have the right to refuse your request.

Unauthorized holiday

You will be marked as absent which will affect your attendance percentage and you will be charged for the weeks you have taken as unauthorized holidays. Any attendance issues will be passed on to relevant parties.

It is important to keep holiday time during your course to a minimum to ensure that you are not missing vital class time. If your teachers feel that you are missing a large amount of the course content, you may be asked to repeat your current level or be tested again on your return. Any decisions will be taken in an agreement between school management and the teachers and will be final.

7. Student Visas

- Yorkshire English School complies with all Immigration Rules of the UK.
- The school will require any UK-settled students, or those on a student or work visa, to provide proof of their legal right to stay or live in the UK. The school will keep a copy of the visa or the permit.

- In the event of a visa refusal, the school will require written proof of the refusal (by the appropriate UK embassy body ONLY: Please note, that a full refund (minus the administration fee) will be granted for fees paid in advance of the planned start of the course, but only if the above-named written proof is offered. Please note: the sending of 'alternative proof' of potential or possible predictions of visa refusal, based on legal advice or obtained via other sources, is not deemed acceptable as proof. No refund will be given in such circumstances.

- If extreme circumstances outside your control (serious ill health; exceptional family issues/serious ill health or a death in the family) mean you must postpone or cancel your planned study trip to the UK, please get in touch with the school immediately. 'Credit notes' can, in certain cases, be given to allow study visits to be postponed.

- Students are responsible for obtaining their own visas. The school is not able to give information or advice in obtaining or extending a visa.

- A student who needs a UK visa is subject to UK immigration laws. The school cannot advise on such matters.
- Poor attendance shall be reported to the UKVI.

- 10 consecutive days of unexplained absence from lessons must result in expulsion from the course. The school is obliged to report all such absences to the UKVI.

- Course withdrawal for reasons outside the control of the school involves an automatic revoking of the study visa.

- You are strongly advised to organise medical and cancellation/curtailment insurance before travel.

Reviewed by TC 31/10/23; date of next review: 09/24