

## GENERAL TERMS AND CONDITIONS ONLINE ENGLISH PROGRAMMES

It is essential that you read and understand the information below.

### 1 TERMS USED IN THIS DOCUMENT

- 1.1 Meridian School of English, is a trading name of Tellus Education Group Ltd.
- 1.2 Student = the person studying with Meridian
- 1.3 Promoter or agent = a person or an organisation acting on behalf of an individual or group of individuals in arranging the study programme on behalf of the student
- 1.4 Guardian = a person legally responsible for the care of others, particularly children and minors and includes a parent of children under 18 years of age.
- 1.5 ELT = English Language Teaching/Training

### 2 GENERAL KEY PRINCIPLES

- 2.1 You should understand and agree to our Three Key Principles:
  - 2.1.1 You should respect other people and their privacy
  - 2.1.2 You should try to speak English as much as possible
  - 2.1.3 You can help improve our services by completing all requests for feedback, and contacting relevant members of Meridian staff if you have any problems.

### 3 GENERAL TERMS AND CONDITIONS FOR ALL STUDENTS AND PARTICIPANTS

- 3.1 These terms and conditions along with registration forms form part of a legally binding contract between the school and the parent.
- 3.2 Meridian can change these terms and conditions at any time. Any such changes affect all bookings. Any changes to these terms and conditions will be published on the website and notice will be sent by email where possible.
- 3.3 Please note that as soon as your registration has been accepted by Meridian, the following terms and conditions will apply.

### 4 APPLICATION

- 4.1 The parent must book the course by completing the necessary application forms and making payment in full.

### 5 SERVICES

- 5.1 Meridian can change details of its services, including courses, facilities and course dates where and when it is necessary or where the number of registrations is not enough to run a programme or course.

### 6 CONTRACT

- 6.1 When you register as a student either yourself via guardian or agent you accept Meridian' terms, unless you have a different agreement in writing with the company.

### 7 BOOKINGS, REGISTRATION

- 7.1 There is no restriction on nationality, race or gender
- 7.2 Students need suitable physical, mental and psychological attributes to participate in groups and to be able to use a device suitable for participation
- 7.3 Upon registering and completing booking, you will make a payment and receive an invoice detailing the booking details and amount paid.
- 7.4 Meridian can refuse anyone who does not meet the requirements for a course/programme and will refund as in clause 10.
- 7.5 The information you have given in your application must be correct. If it is not, it may prevent your child from attending the course/programme you have registered them on and will be subject to clause 10.

### 8 PAYMENTS

- 8.1 All fees and charges are agreed between you and Meridian in writing during the booking process and are confirmed at checkout.
- 8.2 After completing booking and payment, you have access to an invoice.
- 8.3 Fees are 100% in advance.
- 8.4 It is your responsibility to ensure that all fees have been paid in full and on time.
- 8.5 It is your responsibility to pay transaction charges issued by your chosen payment method.

### 9 PROMOTIONS, VOUCHERS & COUPONS

- 9.1 Promotional coupons or extensive course period discounts are to be applied at the time of booking
- 9.2 Promotions and discounts are not legally binding and can be cancelled by Meridian without notice or recourse
- 9.3 Any fee waivers are at the discretion of Meridian.

## 10 CANCELLATIONS AND REFUNDS

- 10.1 For any bookings made with Meridian, there is a seven-day period during which you can cancel your booking without any charge. This applies to bookings made more than 28 days before the planned start of the course.
- 10.2 If you cancel your programme with 28 days before the planned start there is an administration fee of £75 (UK Pounds),
- 10.3 If you cancel your programme within 14 days of the planned start date there is no refund
- 10.4 All cancellations must be made in writing to Meridian (info@tellusgroup.co.uk). Any refunds will be made by to the same account/facility your payment was made from.
- 10.5 If you do not attend your course, arrive late or are absent during the course of your programme, you will not be given a refund,
- 10.6 Absent days are not added to the end of the programme

## 11 CHANGES TO CONFIRMED BOOKINGS

- 11.1 If you want to change your start date you must apply to us in writing (info@tellusgroup.co.uk) including a copy of your invoice,
- 11.2 Changes to start days are at the discretion of Meridian,
- 11.3 We will charge you an administration fee of £75 each time your course details are changed.

## 12 AGE REQUIREMENTS

- 12.1 Minimum and maximum ages, for different courses, are detailed at the booking process

## 13 PUBLIC HOLIDAYS

- 13.1 There will be no study programme on a National (public) holiday. The lost day will be added to the end of a programme. Consult the calendar of public holidays on our website [www.meridianenglish.com](http://www.meridianenglish.com).

## 14 TAKING HOLIDAYS

- 14.1 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 and can be carried over to a new course booking as a discount for the days taken as a holiday. Any additional holiday taken will not be carried over onto a new course booking and will not be refunded.
- 14.2 You can book your holiday before your start date. If you arrange your holiday during your programme, you must give 4 weeks' notice.
- 14.3 Please note that it may not be possible to place you in the same class when you return from your holiday.
- 14.4 If you are under 18 holiday must be arranged with us by your guardian.
- 14.5 Holiday requests must be in writing by emailing us at info@tellusgroup.co.uk detailing, your full name and the days you will be absent from your course.

## 15 LEAVE (Jolly) DAYS

- 15.1 You can take leave of 2 days in any three month period; that day will be added to a new course booking as a discount for the days taken.

## 16 DOCUMENTATION

- 16.1 You must complete all documentation following payment as instructed. Failure to complete documentations may result in you not being able to attend class.

## 17 DISCIPLINE

- 17.1 We can exclude you from the programme if there is evidence of:
  - 17.1.1 gross misconduct
  - 17.1.2 abusive behaviour, causing offence to staff at Meridian and or other students,
- 17.2 In these cases, you will not be refunded any fees and we will accept no responsibility for providing alternative

## 18 INFORMATION TO AID BOOKING

- 18.1 We provide information about the school and courses in good faith; this information may be contained in digital and physical print. Guardians can take account of this information before their booking, by writing to the school director (info@tellusgroup.co.uk).

## 19 CHANGES TO PROGRAMME

- 19.1 From time to time, we may have to make changes to services. You will be told about any major changes as soon as it is possible.
- 19.2 We reserve the right to cancel courses, for which you will be compensated for lost days or
- 19.3 Combine classes or reduce the number of tuition hours if, for example,
  - 19.3.1 student numbers fall too low to sustain separate groups,
  - 19.3.2 at the same or similar ability level or
  - 19.3.3 run classes at different hours as required.

**20 LIABILITY**

- 20.1 We accept no liability for financial loss caused by you
- 20.2 We cannot be held liable for damage or accident to you or your property, except where such liability is expressly imposed by English law.
- 20.3 We accept 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 our fault nor that of other suppliers for the following reasons:
- 20.3.1 the failure was your fault
- 20.3.2 the failure was due to a third party that was not connected to the services provided by us under our contract with the participant and was therefore unforeseen and unavoidable
- 20.3.3 the failure was due to circumstances that were unpredictable and out of the ordinary, and thus beyond our control, and it would not have been possible to avoid the consequences no matter how much care was taken
- 20.3.4 the failure was due to an event that would have been impossible for us or any other supplier to foresee, even with due care.
- 20.4 We are not liable for refunds or damages, however they arise, if the school cannot provide services which have been agreed to because of labour disputes, insufficient demand for courses, natural disasters, pandemics or for any other reasons that are beyond its control.
- 20.5 If you feel that the service provided by Meridian has been unsatisfactory, you must inform Meridian as soon as possible. To do so you must tell us in writing by emailing us at [info@tellusgroup.com](mailto:info@tellusgroup.com)

**21 COMPLAINTS**

- 21.1 Any complaints should first be made in writing to [info@tellusgroup.com](mailto:info@tellusgroup.com).
- 21.2 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, then you may complain in writing to the CEO. In the unlikely event that the issue remains unresolved, the next step is to contact the governing body for all accredited language schools in the UK, the British Council. We will provide you with our complaints procedure following receipt of your written complaint

**22 PRIVACY POLICY**

- 22.1 When you complete the Registration Form, you agree that Meridian can store and use the information you give for our purposes only. We will not pass your details on to any other organisation or third party.
- 22.2 You should check our policies as found on our website
- 22.3 We will take images captures or video footage of classes and other events, for quality and training purposes; they will not be used externally subject to clause 21.

**23 PUBLICITY AND DISSEMINATION**

- 23.1 We will take image captures or video footage, some of which may be used for promotional purposes; you have the right to opt-out at registration.
- 23.2 If you did not opt-out of the use of your image for publicity, we may publicise a child's, guardian or parents experience in local, national or international media and use any material, statement or anecdote in our marketing and public relations materials and activities. We will never identify your full name or full address without your express permission in writing.

**24 CONSUMER RIGHTS**

- 24.1 Care has been taken to use plain language in these terms and conditions and to explain its provisions. If any words alone or in combination infringe the consumer rights laws or any other provision of law, they shall be treated as severable and shall be replaced with words which give as near the original meaning as may be fair.

**25 INTERPRETATION**

- 25.1 These terms and conditions supersede those previously in force and will be construed as a whole. Headings, unless required to make sense of the immediate context, are for ease of reading only and are not otherwise part of the terms and conditions.
- 25.2 Where there are translations of these terms into languages other than English the English version or the terms are the authoritative.

**26 JURISDICTION**

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

16/07/2021

Meridian School of English is a trading name of Tellus Education Group Ltd.

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Registered in England and Wales. Company number: 03029969

