

1.1 These terms together with those terms contained in the offer letter (together the “Terms and Conditions”) set out the contractual terms which apply between ABLE Manchester Ltd (“ABLE”) and student/s (“Student/s”) in relation to the English language courses and/or academic programmes and any other ABLE courses (the “Course”).

1.2 As such, Students should ensure that they read the Terms and Conditions very carefully before signing and submitting their application for admission to ABLE.

1.3 Once an enrolment is accepted by ABLE, these Terms and Conditions become legally binding. All Students agree to be bound by the regulations, policies and procedures of ABLE (paper copies are available on request).

2. Under 18 Students

2.1 When a Student is under 18 years of age at the start of their course at ABLE, their parents or legal guardians must sign a parental consent form. Confirmation documents will not be issued and the Student will not be accepted onto a course unless the parental consent form is returned signed.

2.2 In case of Students who are under 18 years of age, any reference in these Terms and Conditions to liability of Students shall also infer liability on the parents or guardian of the Student and such liability is joint and several.

2.3 Junior Programmes. Students on a Junior Programme must stay with their homestay host and must follow the Disciplinary Code - “ six golden rules” to follow at all times. A copy of this code will be given to Students and their parents/guardian before booking. You must agree to follow this code by signing the booking agreement. ABLE reserves the right to permanently exclude Students who disobey the Disciplinary Code without reimbursement of fees or travel costs.

3. Booking and Payment of Fees

3.1 The tuition fee for your course will be as stated in the offer letter you received from ABLE.

3.2 Students and their parents or guardians or their agents/representatives, agree to pay the tuition fees and all other charges applicable for the course. It is understood and agreed that failure to do so may result in withdrawal from the course and cancellation of the enrolment.

3.3 In order to register for your course, at least 50% of the course fees must be paid. ABLE cannot issue any visa documents before receiving this payment. The remaining 50% of fees must be paid at least 4 weeks before the start of the course.

Any airport transfers, accommodation or tuition details will not be confirmed unless full payment has been received.

3.4 Payment for accommodation must be made as below before the booking can be confirmed by ABLE.

Residential: payment in full for period booked

Homestay: payment in advance per 4 week period (or the full amount if the booking is for less than 4 weeks)

For Students requiring a visa, no accommodation booking will be confirmed before the confirmation of visa issue is received. Any booking made ahead of this visa confirmation will be on a provisional basis only. In cases where visa confirmation and travel details are not received 72 hours before expected arrival, the provisional booking will be cancelled.

4. Services

4.1 ABLE reserves the right to change details of its advertised services, courses, facilities and course dates where circumstances beyond ABLE's control necessitates such changes or where the number of enrolments is not enough to operate a course viably.

4.2 In the unlikely event that ABLE is unable to deliver your course in full, you may be offered enrolment on a suitable alternative course at no extra cost. You have the right to choose whether you would prefer to cancel the course (terms and conditions apply), or to accept a place on another course. A minimum of eight Students are required for English Language courses to run. If there are fewer than eight students, alternative arrangements may be made. This may mean reduced hours or the class may be merged with another class.

5. Course Entry Requirements

5.1 All courses at ABLE have entry requirements including minimum age and language level - see each course for details.

5.2 If any information provided in the application is incorrect, ABLE reserves the right to make the necessary changes to the Students' enrolment at the expense of the students and if necessary ask the students to leave their course and accommodation without any refunds.

6. Changes to Enrolments

6.1 Changes made to confirmed accommodation or course bookings will lead to a £50 administration fee, unless the Student is extending the course or booking additional courses.

7. Changes to Airport Transfers

7.1 Notification of change to or cancellation of, airport transfers must be sent to ABLE at least 2 full working days prior to the designated arrival time. If notice is not received, full charges will apply.

8. Academic Progression

8.1 Students are accepted into ABLE on the strict understanding that progression through the course is conditional upon satisfactory attendance and successful target attainment.

8.2 Students are formally assessed on a regular basis. The assessment will take into consideration: coursework, assignments, internal examination results, attendance and commitment to study.

8.3 Students who do not meet the assessment criteria will not be allowed to proceed with their original course. Students will be offered an alternative course or withdrawn from ABLE without a refund.

9. Classes at ABLE

9.1 ABLE reserves the right to change an advertised course.

9.2 ABLE reserves the right to cancel an advertised course.

9.3 In the event of a course being cancelled by ABLE, the Student will be offered an alternative course and/or course dates. If the Student chooses not to accept this alternative, in cases where the course has not already started, they will receive a full refund for the course and accommodation booked through ABLE. If the Student has already started the course, they will receive a refund covering the remaining period of the course. If accommodation has been booked through ABLE, the Student will receive an accommodation refund calculated from the Sunday following the effective date of course cancellation through to the end of the accommodation booking.

9.4 ABLE reserves the right to adapt Students' timetables.

9.5 ABLE strives to ensure a diverse nationality mix, however this is subject to seasonal bookings.

9.6 ABLE reserves the right to change any teacher in any class.

9.7 ABLE closely monitors Students' progression and if the academic team feel that the Students' English level is not suitable for the course they have booked, ABLE reserves the right to move the Student to a suitable level.

9.8 In order for Students to obtain a certificate for the completion of their course, Students must obtain an average attendance rate of 80% or above by the end of their course.

10. Progression

10.1 Progression at the end of any given levels dependent on successfully passing all modules in that term and fulfilling the academic criteria and achieving the required pass grade in the end of level exam.

11. Student Cancellation and Refund Policy

11.1 Course bookings and accommodation fees will be treated separately.

11.2 Cancellation fees before arrival: Notice of any cancellation must be made in writing (see Address Details section below). Failure to provide written notification will lead to full charges being made.

If you cancel up to 21 days before the given arrival date, you will lose any deposit that you have paid

If you cancel from 21 days to 15 days, you will lose 33% of the total fees

If you cancel from 14 days to 8 days, you will lose 66% of the total fees.

If you cancel from 7 days to 3 days, you will lose 75% of the total fees.

If you cancel 2 days or less, before your course starts, you will lose 100% of the total fees.

Activities and Excursions - Activities and excursions are voluntary and are not normally included in the course fee. However, some courses do include activities but this will be made clear when you book.

Please note: ABLE can accept no responsibility for loss of any of your possessions or for any personal injury to you while participating in these activities.

11.3 For visa nationals, if a course booking is cancelled due to visa refusal and an official visa refusal letter is provided, the £200 administration fee will be charged. Where no visa refusal letter is provided, no refund will be made.

11.4 If accommodation is cancelled more than 28 days before arrival, a £100 administration fee will be charged. This is in addition to any administration fee charged for cancellation of a course booking.

11.5 If accommodation is cancelled 28 days or less before arrival, including no shows, 4 weeks (or the full amount if the booking is for less than 4 weeks) of accommodation will be charged as applicable.

11.6 Postponing Start Dates. Any postponing of start will be considered on a case by case basis and is subject to availability. Where rebooking is not possible cancellation terms as per points 11.3 - 11.6 will apply.

11.7 Any change to booked and confirmed accommodation dates made with less than 14 days' notice will be treated as cancellation and rebooking and charges detailed in points 11.4 and 11.5 will apply.

11.8 Cancellation fees after arrival. When a Student commences a course they are expected to complete that course as stipulated in their offer letter. In the event that a Student withdraws from a course, no refunds will be made in the following cases:

- a. A Student decides to withdraw or leave early from their course programme
- b. A Student is withdrawn from a course due to poor attendance or poor academic progress
- c. A Student breaches the code of conduct resulting in expulsion.

11.9 In exceptional circumstances refunds of the remaining tuition fees can be agreed at the discretion of the Managing Director. Please read policy on "exceptional circumstances".

11.10 Homestay. Students leaving accommodation must give at least four weeks' notice in writing on the first Monday of the four week period. Students will be refunded for any additional accommodation fees paid that exceed the four week period.

Refunds - Application for a refund. Students can raise any general refund enquiries with the Managing Director. However Students who wish to claim must complete a Refund Application Form.

11.11 Students must read and complete the form, fully enclosing all official evidence supporting their request. Failure to do this will lead to the request being declined and the student obliged to re-apply and re-submit another form.

11.12 The completed refund form must be handed to a member of staff or submitted by post or via email. Refund forms can be sent to ABLE Manchester Ltd 20 Swan Street Manchester M4 5JW or submitted by email to info@able-manchester.co.uk.

11.13 Notice of course cancellation must be made in writing to ABLE Manchester Ltd 20 Swan Street Manchester M4 5JW.

11.14 If ABLE do not receive notice of course cancellation in accordance with clause 11.13 above, no refund will be offered.

11.15 In addition to the reasons stated in paragraph 11.8 above, no refunds will be made in the following circumstances:-

- a. Visa nationals who successfully obtain a visa based on our sponsorship or fail to provide an official visa refusal letter
- b. The visa application is withdrawn by the student. In exceptional circumstances refunds of the tuition fees/deposit can be agreed at the discretion of the Managing Director.
- c. The student is found to be in breach of UKVI regulations or is asked to leave the country by the UKVI.
- d. The visa refusal was due to the applicant providing misleading or false documents to the Embassy.

Please note:

- a. Tuition fees will be refunded if a student's visa application is rejected minus a non-refundable administration fee of £200. This is subject to the original visa refusal letter being received by ABLE at least 7 days before the course is due to start.
- b. ABLE do not take any responsibility for visa applications that are refused due to inaccurate information or false documents provided by the student.

11.16 If refunds are made overseas there will be a £20 bank charge applied.

11.17 Right to Cancel. In accordance with the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, in the event of a distance contract, students can cancel a course booking at any time during the period up to 14 days from the date the booking is confirmed by ABLE. If notice of cancellation is received within 14 days, ABLE will provide a full refund of all tuition fees received (or, if the course has already started, a refund equivalent to the unused portion of the course) within 14 days of receipt of the notification or cancellation. Please note this option applies to course fees only and does not apply to accommodation and transfer services.

12 Visas

12.1 It is the responsibility of the student to obtain a visa entry to study in the UK where required.

12.2 Students should consult the British Embassy or High Commission in their home country and refer to information on the UKVI website at www.gov.uk/browse/visas-immigration/student-visas

12.3 No visa support documentation will be provided until 50% of fees have been received.

13 Holidays and Public Holidays

13.1 Public Holidays: New Year's Day, Good Friday, Easter Monday, May Day, Spring Bank Holiday, Summer Bank Holiday, Christmas Day, Boxing Day.

13.2 No holidays are allowed for bookings of less than 12 weeks with the exception of Public Holidays.

13.3 For bookings longer than 12 weeks, students are entitled to a 1 week holiday for every 12 weeks that are booked.

13.4 ABLE will be closed on public holidays and over the Christmas period. Please see our price list for details of any seasonal supplement that may apply to students staying in ABLE accommodation over the Christmas and New Year period.

14 Medical and Accident Insurance and Medical Treatment

14.1 Every Student must have appropriate insurance. ABLE recommends that all Students take out travel/student insurance which is tailored to the needs of international students.

14.2 All Students in accommodation (homestay or residential) booked through ABLE must take out insurance and a copy of the policy must be given to ABLE.

14.3 Acceptance by the Student (or by his/her parent or legal guardian if the Student is under 18) of a place at ABLE indicates that the Student (or parent/legal guardian if the Student is under 18) gives permission for the administration of emergency first aid by appropriately trained staff if and when required. ABLE staff are not allowed to administer any prescription or non-prescription medicine but will promptly seek or recommend that the Student seeks medical, dental or optical treatment if and when required.

15 Liability

15.1 ABLE and its staff and representatives will not be liable for loss, damage or injury to persons or property howsoever caused, except where liability is expressly imposed by law.

15.2 ABLE will not be liable in the event of any service contracted by ABLE becoming impossible to supply for any reason or any cause outside our control.

16 Valid Prices

16.1 ABLE reserves the right to change prices without notice.

16.2 ABLE reserves the right to change their code of conduct at any time. Students will be notified by email if such changes are implemented.

16.3 Students will be liable for any damage to the property or facilities of ABLE or accommodation providers (homestay or residential) and will be required to compensate ABLE or the accommodation provider against any loss.

16.4 Students will be liable for any harm caused to another student, member of ABLE staff or external staff contracted to provide services on behalf of ABLE (eg. social activity providers) and will compensate ABLE accordingly.

17 Student Behaviour and Attendance

17.1 A reasonable standard of conduct is expected on all programmes including good attendance and study performance. A Student may be suspended or expelled without refund in case of extremely irregular or anti-social behaviour. Any damage caused by a Student must be paid for by that Student in full. We will not accept:

- a. Poor attendance (lower than 80%)
- b. Disrespect to members of ABLE staff, homestay hosts, staff of a residential accommodation provider or other students
- c. Foul, inappropriate or abusive language, violence, intimidating or insulting behaviour, bullying, any form of discrimination
- d. Any other act or behaviour that does or may bring ABLE into disrepute or cause any harm or suffering to staff, other students or members of the public.

17.2 If the Student fails to meet our minimum conduct requirements, we may expel them. We may also take any further action we think is appropriate including informing the appropriate Immigration Authorities and if they are under 18 years of age, their parent(s) or guardian.

17.3 In the event of expulsion due to inappropriate conduct, there will be no refund of fees and any outstanding fees will become payable immediately.

17.4 Students are obliged to attend all of their classes on their timetable and ABLE is not responsible if the Student chooses to miss any class time. Failing to attend without good reason will lead to expulsion from the school with no tuition or accommodation refund. Depending on their immigration status, Students may be reported to the appropriate authorities.

17.5 Students must arrive at class before the start time on their schedule and should arrive back from breaks promptly.

17.6 If a Student consistently arrives late, the Student may be expelled from the school with no tuition or accommodation refund.

17.7 Internet use in host family and in school. Many families allow Students to use their internet connection/WiFi. Students must not download adult/sexual content and illegal and/or damaging software or web content while using their hosts' or the school's internet connection.

18 Privacy Policy and Data Protection

18.1 By submitting the application form to ABLE, the Student agrees to the storage of their personal details, including sensitive personal data, in ABLE's administrative systems, whether on paper, computer or any other medium and to the usage of that information for ABLE's purposes only.

18.2 We process personal information to enable us to provide education and training, welfare, safety and educational support services, to administer school property, to maintain our own accounts and records, for administration and the organisation of events. Our processing also includes the use of biometric door control to maintain the security of our premises and for preventing and investigating crime.

18.3 Personal information about Students processed by ABLE for the purposes indicated in paragraph 18.2 will include their full name, contact details and where appropriate, those of their parents, guardian, agent or sponsor. We will also keep data about their education, health, welfare, accommodation, travel, passport/national ID, visa, finances and fees.

18.4 We will keep this information secure at all times as necessary to run our business, delivery their education and ensure their welfare and safety.

18.5 We will sometimes need to share the personal information we process with other organisations in the UK or overseas. We will only share all or part of a Student's personal information when:

- a. It is necessary for the provision of services involving external suppliers (eg. accommodation, transfer etc.)
- b. It is legally required or lawful to do so
- c. In the event of a medical emergency if it is necessary to protect their health or the health of others.

18.6 The Student consents to their personal data being stored, processed and shared by ABLE in this way. They consent to their sensitive personal data including health, welfare, nationality, ethnicity, religious and other data being stored, processed and shared by ABLE.

18.7 Students agree that copies of their regular reports on their academic progress and performance (including attendance and absence records) can be supplied to parents, sponsors or agents without prior notification.

18.8 On the first day of the Student's Course, they must give us their passport (or ID Card if they are resident in the EU/EEA). We will copy it and return the original to them.

18.9 We will ask the student to provide us with certain personal information. It is the Student's responsibility to advise ABLE of any amendments to that information while they are enrolled with ABLE.

18.10 We may take photographs and films of Students for promotional and marketing purposes (printed and online) without written consent or notification. Students and their parents or guardians where applicable, must let us know if they do not wish to be photographed or filmed.

18.11 ABLE will process and share personal information provided by Students in accordance with the Data Protection Act 1998 and any other applicable data protection legislation.

19 Force Majeure

We are not responsible for any events outside our reasonable control which may cause the closure of part or all of the School and the cancellation of any classes, courses or other services or materials we provide. Events outside our reasonable control may include, without limitation, war, riot, civil strife, industrial dispute, terrorist activity, disaster, storm or other extreme weather conditions, flood, plague and infectious disease.

20 UKVI Compliance

20.1 ABLE is committed to compliance with UKVI requirements and will pass on any information in accordance with its responsibilities on Student attendance and contact details.

20.2 Students are required to immediately report to ABLE any changes in their contact details (address, telephone, mobile number, e mail address) and/or changes in their circumstances affecting their immigration status and their permission to stay in the UK.

20.3 There are restrictions on Students from outside the EEA working in the UK. Details can be found on the UKVI website. Any Student found to be working in contravention of these restrictions will be reported to the UKVI and may be asked to leave the School.

21 Agents

All the above terms are applicable to all Students, whether they book their course directly with ABLE or through a Study Abroad Consultant unless variations are expressly agreed with ABLE.

22 Equal Opportunities

ABLE operates an equal opportunities policy. It aims to ensure that no applicant will receive less favourable treatment on the grounds of age, sex, marital status, disability, race, nationality, ethnic origin, sexual orientation or political or religious belief.

23 Changes to these Terms and Conditions

23.1 ABLE reserves the right to vary these Terms and Conditions. ABLE will at all times, where possible, provide the Student with reasonable notice of any changes to the Terms and Conditions.

23.2 Where material changes to these Terms and Conditions are to be implemented (prior to or after the contract being concluded with the Student) ABLE will obtain the Student's express consent to the said changes by indicating the material changes to the Student in the offer letter or via separate correspondence in the event that the offer letter has been signed .

24 Complaints Policy

24.1 We hope that you will be very happy with us at ABLE. We always want to hear your ideas and feedback so that we can continue to improve what we do. However, if you are not happy with anything please follow the procedure below.

24.2 Complaints Procedure. Immediately speak to one of our staff telling them what the problem is. They will then record everything and inform you of any action they may feel necessary to resolve the problem. Director, Alicja Golub will then receive notification of your complaint. If after this, you are still not satisfied or happy, please contact Director Alicja Golub directly by post or by email and include the details of your complaint.

25. Governing Law and Jurisdiction

Relevant United Kingdom law will apply to these Terms and Conditions and the relevant Courts of the United Kingdom will have exclusive jurisdiction in relation to these Terms and Conditions.