# **LSI Terms and Conditions**

#### CONDITIONS OF ENROLMENT

#### 1. Application

Please send the signed enrolment form to your chosen LSI school or LSI representative with the enrolment fee and, if applicable, the courier fee. Students over 18 (19 in Vancouver) must sign the enrolment form to say that they have read and agree with these terms and conditions. The parents or guardians of students under 18 (19 in Vancouver) must read and also sign the enrolment form on their behalf. Your privacy is important to us. Please note that by submitting your personal data to us, you are accepting the terms described in our privacy policy, which can be found at: www.lsi.edu/privacy

#### 2. Payment conditions

All course fees must be paid in full no later than 30 days before the course starts. If a booking is made less than 30 days before the course starts, the fees are immediately payable. If payment in full has not been received, you will not be allowed to start your course.

Australia: For individual courses longer than 24 weeks, 50% of tuition fees and 100% of all other fees must be paid in full no later than 30 days before the course starts. If a booking is made less than 30 days before the course starts, the fees are immediately payable. The arminder of the tuition fees is required two weeks before the start of the second study period of any individual course.

New Zealand: All student fees are to be deposited in the following account: Language Studies International (NZ) Ltd – Student Fees Trust Account (details on invoice). In the event of insolvency, regulatory closure or withdrawal, or partial withdrawal of accreditation, LSI students may apply to dfk Oswin Griffiths Carlton for a refund of unused fees. Please post claims to LSI Student Fees Trust, dfk Oswin Griffiths Carlton, Level 4, 52 Symonds St, Auckland 1010, NZ

#### 3. Bank charges

LSI reserves the right to charge up to an additional 2.75% processing fee for all credit card payments. For payments made via bank transfer, LSI reserves the right to charge an additional fee to cover bank charges. In both these cases, students will be informed of any such fees at the time of purchase.

#### 4. Visa information

It is the responsibility of the student to arrange all applicable travel permits or visas and to have a valid passport and leave to remain for the whole period of study. The student may be asked to make payment in full prior to the issuing of any of the visa documentation referred to below. LSI is not liable for any decisions made by the Immigration departments of the countries concerned.

UK: If your application is successful, we will provide a Confirmation of Acceptance of Studies (Tier 4 GSV and CSV applicants only). Tier 4 applicants must provide a Secure English Language Test (SELT) to establish their level of English is appropriate before they apply for their visa. Students whose level of English is lower than intermediate should use the Student Visitor route SVV or ESVV. See the following website for further details: www.ukba.homeoffice. gov.uk/studyingintheuk

**USA:** Once we have received your application, we will send a Proof of Funds form, which must be completed in order for LSI to issue you a Certificate of Eligibility (Form I-20), which is required in order to apply for a student visa at the US Consulate.

Canada: We will provide you with an invitation letter to assist you with your visa application.

New Zealand: In accordance with government regulations, visa support (Fees Receipt and Acceptance Letter) is only issued by LSI when full payment has been received. Full details of visa and permit requirements, advice on rights to employment in New Zealand while studying, and reporting requirements are available through the New Zealand Immigration Service and can be viewed on their website at: www.immigration.govt.nz. We strongly recommend LSI NZ students to check information on this website, including but not limited to, medical certificate requirements associated with visa applications. By agreeing to our Terms & Conditions upon enrolment, LSI NZ students are confirming that they have been made aware of information found on this website.

Australia: Visa application forms (Confirmation of Enrolment) may not be issued by the school until full payment has been received and the enrolment agreement has been signed and returned. The enrolment agreement includes reference to the pre-departure and grievance procedures information and can be found on our website: www.lsi.edu

Switzerland: We recommend you check the CH Immigration website for the most up to date information about Visas and Immigration regulations. For courses which are longer than 12 weeks, a student visa must be obtained prior to entry into Switzerland. Fees must be paid in advance in order to obtain the documents required for the student visa application. Please visit the website: www.bfm.admin. ch/bfm/en/home.html for full information about visa applications and travelling to Switzerland. The student visa application process for Zurich takes at least 3 months to complete.

# 5. Courier fees

If you enrol on a course in the USA less than 30 days before the course start date and require an I-20, a courier fee of US\$65 will be charged to cover the expedition of visa documentation. If you enrol more than 30 days before the course start date, documentation will be sent by normal postal service, unless you request and pay for the courier service. In all other countries, a courier service is available on request. UK: £75, Canada: CAD\$100, New Zealand; NZ\$115, Australia: AU\$75, France: £115, Switzerland: CHF165

#### 6. Under 18 year olds (19 in Vancouver)

LSI delivers adult courses (except for programmes advertised as being for Juniors). Therefore, students aged 16 and 17 will be attending classes and sharing facilities with students aged 18 and over. Under 18 year olds may be required to pay a guardian fee, provide custodianship documents, live in LSI-approved accommodation, book LSI's airport transfer service and purchase insurance. All students under 18 (19 in Vancouver) must provide a signed Parental Consent form prior to arrival, and for Canada they must also provide a signed Health Declaration and excursion waiver form.

New Zealand: Students under the age of 18 staying in family accommodation must book half-board and a return airport transfer. Unless otherwise requested by a parent or guardian, students under the age of 18 staying in family accommodation will be expected to return to their accommodation by no later than 22.00 hours each evening.

# 7. Health declaration

Students must report on their enrolment form any mental or physical illness, allergy, disability or condition and details of any associated medicines that may interfere with their ability to successfully complete their programme, that may impact the health and well-being of any other student, host or staff member, that may require monitoring, treatment or emergency intervention of any kind during the student's anticipated period of enrolment, or that may require special accommodations. LSI reserves the right to reject an applicant or terminate a student's enrolment in the programme if the student's continued participation represents a risk to their health and safety or to the health and safety of other students or staff, or if, notwithstanding reasonable accommodations, in the opinion of LSI, the student's physical or mental condition makes the student unable or unlikely to successfully complete their programme. Any refunds in such circumstances will be made at the discretion of LSI.

Immunizations: In order to register, all students must have had the required immunizations, subject to the current guidelines of local medical authorities where LSI schools operate. It is the student's responsibility to ensure that they have had the applicable immunizations before departure and they may be required to provide evidence upon arrival. More information about immunizations currently required can be obtained from the local LSI school.

#### 8. Additional services

Any additional services (transfers, travel, laundry, telephone costs, excursions, medical costs, special diet, exam fees, change of accommodation and enrolment amendments) are not included in any fees unless specifically stated on a valid invoice.

#### 9. Twin accommodation

At LSI's discretion, students may be required to book single room accommodation instead of twin room accommodation.

# 10. Travel and medical insurance

Travel and medical insurance is strongly recommended at all LSI schools for the duration of your stay, regardless of your course length or course/visa type. For some programme or visa types, insurance is compulsory (please check with the school for further details). It is your responsibility to ensure that you have the appropriate cover before departure and for the duration of your stay. Students may be required to show proof of medical insurance at the school upon arrival and may not be allowed to commence a course until satisfactory medical insurance has been obtained.

Travel and medical insurance can be purchased from a third party through LSI when booking. Details of what this covers are available from your LSI representative. You are responsible for the belongings which you bring with you to LSI schools or accommodation and for taking out insurance for your own possessions.

Australia: The Australian government requires all students on Student Visas to join the Overseas Student Health Cover (OSHC) scheme, a health insurance plan for overseas students in Australia. Payment of the compulsory OSHC must cover the duration of the student's visa and be made before a visa can be issued.

New Zealand: Most international students are not entitled to publicly funded health services while in New Zealand. If you receive medical treatment during your visit, you may be liable for the full costs of that treatment. Full details on entitlements to publicly funded health services are available through the Ministry of Health and can be viewed on their website at www.moh.govt.nz. In addition, The Accident Compensation Corporation provides accident insurance for all New Zealand citizens, residents and temporary visitors to New Zealand, but you may still be liable for all other medical and related costs. Further information can be viewed on the ACC website at www.acc.co.nz.

**Switzerland:** We recommend all students staying for periods up to 3 months apply for full travel and medical insurance before leaving their home country. Once a student is at the school, we provide assistance to those wishing to apply for Swiss medical insurance for periods of study extending beyond this initial 3 months.

# 11. Postponement

In the event of a course postponement, you may be re-booked at the rates currently in effect at the time of re-booking.

# 12. Special Offers

Special Offers must be booked and paid for prior to the stated expiration date. The relevant special offer code must be provided at the time of booking. Promotion prices apply to new enrolments only. Existing enrolments cannot be cancelled and rebooked at the promotion price. Only one special offer is valid per enrolment. Special offers cannot be combined. All special offers are subject to availability and are subject to change.

#### **GENERAL**

#### 1. Rules and regulations

Students' arrangements with LSI are governed by the law of the country where the particular school attended is located.

# 2. Programme changes

LSI reserves the right to change course dates, course curricula, course schedules, tutors, locations and programmes at any time at its discretion. In cases where the course is rescheduled prior to the start of the first course and the new date is unacceptable to the student, all fees will be refunded. However fees will not be refunded for changes to weekly timetables.

# 3. Arrivals and departures

Depending on the school, accommodation is booked from either Saturday or Sunday before the course start date until the Saturday or Sunday after the course end date. Please check with the individual school for details. A partial week may be counted as 1 week's accommodation. Students arriving between 22:30 – 6:00 may be asked to book alternative accommodation in a hotel on their first night due to late/early arrival at accommodation, or be charged an extra night of accommodation. Certain residences may also have set arrival times. Please check with the school for further details.

# 4. Residential housing deposit

A refundable deposit may be charged on arrival to students taking residential accommodation. The deposit is returned unless there is damage, loss or extra cleaning to be paid for on the student's departure. In some cases the deposit may be non-refundable if the booking is cancelled. Please refer to our various accommodation brochures for further details.

#### 5. Late arrivals, vacations and absences

If you begin your enrolment late or are absent during your course, no refund will be made for the time missed. Periods of absence cannot be made up with a free extension of the course. Vacation dates are pre-built into the Academic Year and students cannot make changes to these dates. Breaks taken at other times will be marked as periods of absence. For other courses, granting of any Session Breaks after the course has started will be at the discretion of individual schools, according to visa regulations, and may incur a change fee (except in the USA) or be marked as a period of absence.

#### 6. Public holidays

Classes are normally not held and most school facilities are closed on public holidays. All published course start dates fall on a Monday. If the Monday is a public holiday, the start date will fall on a Tuesday. Compensation will not be made for classes not offered on public holidays.

# 7. Meals and classes missed

No refunds or substitutions will be made for meals or classes missed due to exams, excursions, internships, first day orientation or other obligations that fall outside the normal schedule.

# 8. Substitution policy

If, after the placement test taken on arrival at the school, a student is found to be at a level which is not appropriate for their booked course, the school reserves the right to place the student in an appropriate level class, or LSI centre, which may have fewer lessons and a different curriculum. Students who do not have the ability to follow any course on offer may be required to terminate their studies with LSI. We also reserve the right to cancel courses at short notice due to insufficient demand.

# 9. Books and learning materials

All books and learning materials will be made available to students during their course.

In New Zealand, Australia, Canada, France & Switzerland a materials fee is charged. New Zealand: NZ\$23 p/wk (max 20 weeks) & NZ\$220 (Cambridge courses), Australia: AU\$15 p/wk (max 20 weeks), Canada: CA\$75 (Cambridge courses), France: €10 p/wk (max 20 weeks) and Switzerland: CHF14 p/wk (max 20 weeks)

# 10. Duration of lessons/timetable/class sizes

All English lessons are 50 minutes in duration unless otherwise stated. Courses run from Monday to Friday and lessons are scheduled in the morning or the afternoon. LSI cannot guarantee a specific timetable. Maximum class sizes are listed in the brochure and are correct at the time of print. For closed groups, maximum class sizes are subject to negotiation.

# 11. Change fees

A minimum of 2 weeks' notice is required for any change. If you request a change of school location, course dates, accommodation or programme type after your course has started, you will be charged a change fee of UK: £60, Canada: CAD\$100, New Zealand; NZ\$100, Australia: AU\$100, France: £100, Switzerland: CHF100, which is payable at the time the request is made. LSI is not obliged to fulfil any change request. If changing to a location where fees are lower, the difference in fees will not be refunded. If changing to a more expensive location or programme, the difference in fees will be charged. You will not be charged a change fee if you extend your course.

All changes are subject to LSI's discretion and require approval of the Programme Director. It is the responsibility of the student to pay for any course or accommodation extensions. Any change of tuition resulting in a reduction in lessons will be treated as a termination of the existing booking and rebooking (except in the USA), and will thus be subject to the standard terms & conditions governing terminations (see 'Termination Policy'). In addition, certain visa types may disallow changes to course type and length. Please ask the school for more information at the time of booking.

# LSI Terms and Conditions (Continued...)

#### 12. Expulsion/Suspension

Any student who commits a criminal offence, violates the LSI Code of Conduct or a school behavioural policy, has a poor attendance record (based on the school's attendance policy, whether or not such attendance is in breach of any visa attendance requirements), is absent for 10 consecutive days without notification (USA), or fails to pay an amount he or she is directly or indirectly liable to pay LSI, may be expelled, suspended or removed from the course, school and any accommodation provided. No refund will be given and the immigration authorities will be informed.

#### 13, Liability

The liability of LSI, its group companies, their directors, officers, employees, affiliates, agents and partners with respect to losses arising from negligence (except where such liability cannot be excluded as a matter of law), breach of contract or otherwise, will be limited in all circumstances to the full amount paid to LSI or the relevant LSI group company by the relevant student for the particular programme. Such companies and persons will in no circumstances have any liability for indirect or consequential losses or damages.

#### 14. Force majeure

LSI will not be liable in cases where LSI is unable to fulfil any services to which they are contractually bound because of fire, natural disaster, act of government, failure of suppliers or subcontractors, labour disputes or other reasons which are beyond LSI's control.

#### 15. Codes of practice

LSI has agreed to observe and be bound by the Code of Practice for the Pastoral Care of International Students as administered by our various local accrediting agencies. UK: British Council & ISI Private Further Education, USA: ACCET, Canada: Languages Canada, Australia: the Australian National Code of Practice 2007 and the Educational Services for Overseas Students Act 2000 (ESOS Act 2000) (information on which can be found at www.aei.gov.au), France: Qualité FLE, Switzerland: EAQUALS, New Zealand: NZQA. We strongly recommend all LSI NZ students to check NZQA's website www.nzqa.govt.nz before booking. By agreeing to our Terms & Conditions upon enrolment, LSI NZ students are confirming that they have been made aware of information found on this website.

# 16. LSI Student Code of Conduct

Students must agree to abide by LSI's Student Code of Conduct and other policies while attending LSI. Inappropriate conduct includes but is not limited to: (1) disruptions to the learning environment including the classroom and online, (i.e. use of profanity, harassment, mobile phone use in classrooms, etc); (2) deliberate destruction, misuse, or theft of LSI property or the property of fellow classmates; (3) violence or threats of violence towards persons or property of students or LSI staff; (4) improper use of email or Internet access; and (5) failure to comply with local copyright or criminal laws forbidding the misappropriation, copying or alteration of copyright-protected materials. Further details of LSI's Code of Conduct can be found at www.lsi.edu/code

# 17. Student Visa UK, USA, Canada, New Zealand & Australia

At all LSI schools full attendance is expected. Student visa holders are required to provide LSI with a current residential address and telephone number at all times, maintain satisfactory academic progress and maintain satisfactory attendance, (subject to the school's own attendance policy). Students who fail to show up for their enrolment or do not maintain satisfactory attendance will be reported to the Department of Immigration and Citizenship (DIAC) in Australia, The Border Agency in the UK, Department of Homeland Security (DHS) in the USA, Citizenship and Immigration Canada (CIC) in Canada, or to New Zealand Immigration Services. In the UK, for students on Tier 4 visas, if 10 contact days are missed consecutively the student will be reported to the UK Border Agency. Information collected by LSI which personally identifies a student and information regarding a student's course progress may be shared with the Australian State and Federal or British government, Department of Homeland Security, state and accrediting agencies (USA), designated authorities, the Tuition Protection Service (Australia), students' parents, LSI staff and representatives. This information may include personal and contact details, course enrolment details and changes, and circumstances of any suspected breach by the student of any visa condition.

# 18. Prices

LSI has the right to change prices due to tax increases, governmental actions or other events beyond LSI's control. Prices are valid for courses starting in 2019. New Zealand: All fees, except homestay fees, are subject to a 15% government tax (GST). Should this be increased, our fees will increase accordingly.

# 19. Fees outstanding

Tuition fees include lessons, orientation meeting, use of computer room and internet in school, placement and progress testing, E-LSI online learning system, and a LSI certificate on completion of the course. LSI reserves the right to withhold the granting of a certificate attained by a student if tuition fees or any other fees remain outstanding. or other conditions are not met.

# 20. Photography, Filming and Sound Recording

LSI or its representatives may arrange to photograph or shoot video footage of students or use their written feedback for promotional purposes, both printed and online. Any student who does not wish to participate should advise us at the time of booking and state at the time of the photographing or video shooting the wish not to participate. By accepting these terms and conditions the student (and their parent/guardian if under 18) gives consent to the use of these photographs or video footage without further consent or notification.

# 21. Online Learning

Online classes may be recorded for training and quality assurance purposes. Changes to or cancellations of on-line lessons must give at least 36 hours notice. Cancellations made after this time will result in a lost class.

# **REFUND POLICY**

#### 1. Service Charges

Unless otherwise stated, enrolment fees are non-refundable. All other service charges having already been incurred by LSI, including but not limited to, courier fee, accommodation placement fee/deposit and medical insurance, will not be refunded (up to a maximum charge of US\$250 for LSI schools in California and US\$500 in other LSI USA schools).

# 2. Visa denials

On written notification of a visa rejection and receipt of relevant supporting documentation, 100% of fees will be refunded less enrolment fee, accommodation placement and all other (utilised) service charges. In all cases where a visa or visa support documentation has been issued, the relevant immigration authorities will be informed.

**Australia:** In Brisbane, in accordance with the Education Services for Overseas Students Act 2000, all course fees (tuition and non-tuition) will be refunded minus the lesser of the two following amounts a) 5% of the course fees received by LSI b) AUS500.

# 3. Cancellation before the course start date

All cancellations must be in writing and sent by e-mail or post. The date of arrival at LSI of the email or of the letter determines the period of notice to be applied.

#### 3(a), Tuition

UK, Australia, France & Switzerland: For cancellations made 31 days or more prior to the course start date, all tuition fees are refunded minus the registration fee. For cancellations made 1-30 days prior to the course start date, 2 weeks tuition fees are charged and the non-refundable registration fee.

**New Zealand:** (in accordance with the NZQA and LSI refund policy). For cancellations made prior to the course start date, all tuition fees are refunded. The registration fee is non-refundable.

USA: For cancellations made prior to or on the course start date, all tuition fees are refunded minus the US\$250 in non-refundable enrolment/service (non-tuition) fees in California and US\$500 in non-refundable enrolment/service (non-tuition) fees in Massachusetts and New York.

Canada (Toronto): For cancellations made less than 7 days after the contract is made, 75% of all tuition fees are refunded (maximum \$400 retained by LSI). For cancellations or dismissals from the program 30 days or more before the start of the course, 75% of all tuition fees are refunded. For cancellations or dismissals less than 30 days before the start of the course, 60% of all tuition fees are refunded.

Canada (Vancouver): For cancellations made less than 7 days after the contract is made, 95% of all tuition fees are refunded (maximum \$250 retained by LSI). For cancellations or dismissals from the program 30 days or more before the start of the course, 90% of all tuition fees are refunded. For cancellations or dismissals less than 30 days before the start of the course, 80% of all tuition fees are refunded.

# 3(b), Accommodation

# UK, Canada, New Zealand, Australia, France &

Switzerland: For cancellations made 14 days or more prior to the course start date, all accommodation fees are refunded, less any penalties incurred by LSI from 3rd party suppliers. For cancellations made 1-13 days prior to the course start date there is a charge of either 2 weeks accommodation fees or any penalties incurred by LSI from 3rd party suppliers (whichever is the greater sum).

**USA:** For cancellations made 7 days or more prior to the course start date, 100% of the accommodation fees will be refunded, less any actual housing costs incurred by LSI, including penalties from 3rd party suppliers. If less than 7 days' notice is provided for a cancellation, there is a charge of either 1 week accommodation fees or any penalties incurred by LSI from 3rd party suppliers (whichever is the greater sum).

# 4. Termination Policy – Cancellation after the course has started

Termination' means stopping or leaving all or part of the course or courses booked, including extensions, once the first course has started. When determining the number of weeks completed, a partial week will be counted as a whole week, provided the student was present at least one day during the scheduled week. Used weeks of discounted tuition and accommodation packages will be charged at the full brochure weekly rate when any refund is calculated. In all cases additional service charges (airport transfers, courier fees, enrolment fees, insurance, accommodation placement fee, programme supplement fee, etc.) are non-refundable and written notification of termination must be given to the school Principal or Director. Students who terminate their programme may not be eligible to receive a LSI certificate and will not be allowed to stay in LSI accommodation.

# 4(a), Tuition

UK, Australia, France & Switzerland: No refunds will be made for tuition. Tuition fees are non-transferable to other students. Tuition fees paid cannot be converted to alternate courses.

**USA:** If the student terminates after having completed more than 60% of the program, there is no refund. In all other cases, unused tuition weeks are refundable.

Canada (Toronto): Students wishing to terminate must give 4 weeks' notice to the School Director. The refund will be calculated as follows according to the percentage of the course completed including the notice period: 0-10% of the programme has been completed: 50% refund of unused tuition fees, 11-29% of the programme has been completed: 30% refund of unused tuition fees, 30% or more of the programme has completed: 0% refund of unused tuition fees.

Canada (Vancouver): Students can withdraw at any time without advanced notification. The refund will be calculated as follows according to the percentage of the course completed including the notice period: 0-10% of the programme has been completed: 70% refund of unused tuition fees, 11-29% of the programme has been completed: 50% refund of unused tuition fees, 30% or more of the programme has completed: 0% refund of unused tuition fees.

#### 4(b), Accommodation

UK, USA, Canada, Australia, Switzerland & France: Students must give 4 weeks' notice in writing to the School. A refund will be made of the unused accommodation fee less the applicable notice period and the applicable change fee. Penalties incurred by LSI from 3rd party suppliers as a result of accommodation terminations will be charged to the student (if in excess of any fees held from the notice period). For terminations made after 50% of the booking has been completed, no refund will be given in the UK.

# 5. New Zealand Termination Policy:

LSI NZ provides Termination refunds based on the package price (tuition, accommodation & all other service charges). For courses of 3 months or longer, students withdrawing within the first 10 working days of the course must be refunded in full less a deduction for costs incurred by LSI, up to a maximum of 25% of the fee total paid. LSI will provide the student with details of the cost components for the purpose of working out the maximum deductible percentage. In the event of a dispute over the cost component deducted, the student can refer the matter to the International Education Appeal Authority. [For Domestic Students: for courses of 3 months or longer, withdrawals made within the first 8 calendar days of the course will be refunded in full less a deduction of 10% or \$500 payable to LSI, whichever is the lower amount].

Where a foreign student enrolled on a course of study that is less than three months' duration withdraws from such a course, the following minimum refund entitlement will apply:

a) For courses of up to and including four weeks and six days: where a student withdraws within the first two days of the course LSI will retain 50% of the full amount and refund the balance to the student. b) For courses of five weeks or more but less than three months: where a student withdraws within the first five days of the course LSI will retain 25% of the full amount and refund the balance to the student. Otherwise there are no refunds.

# 6. Method of Refund Payments

Refunds will be made via the LSI representative to whom the fees were originally paid, or via the same payment method and destination from which the fees were originally paid. Refunds made via an LSI representative are subject to the representative's own cancellation refund policies. All refunds will be made within 45 days of written notification unless otherwise stated.

Australia: Refunds will be paid within 14 working days of written notification. In accordance with sections 27-31 of ESOS Act 2000, providing the student has not withdrawn before the default day, LSI will pay a full refund to the student within 14 days if the course being offered does not commence on the agreed starting day or the course stops being provided at any time after it starts and before it is completed. This agreement and the availability of the complaints and appeals process does not prevent the student from taking action under Australia's customer protection laws.

New Zealand: LSI NZ is a booking, placing, and collection agent for Homestay (HB & B&B) and Hostel Accommodation. Any accommodation refunds will be made to the student on completion of the course if the student has given 2 weeks' notice in writing.

# SUBJECT TO CHANGE

These Terms and Conditions may differ according to any changes in policy made by the accrediting body or government where the school is located. You will be notified at the time of booking of any such amendments. Any dispute, claim or other matter arising will be subject to the current laws in the destination country.

All prices & dates in this brochure are correct at the time of printing, but are subject to change. For the most up to date information, please visit our website, www.lsi.edu