

Living Learning English Limited Terms and Conditions for the supply of services

1 Definitions

1.1 When the following words with capital letters are used in these Terms, this is what they will mean:

Booking: means your order for the Services;

Booking Form: means the booking form available on the Website through which you may make a Booking;

Confirmation: is defined in clause 2.6;

Course Fee: means the fee for the Services that are the subject of your Booking, as determined by our price list at the time of our Confirmation (see clause 6.4 for further details);

Deposit: means the deposit of £200 payable in order to make a Booking;

Event Outside Our Control: means any act or event beyond Our reasonable control, including without limitation strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, failure of public or private telecommunications networks or failure by any of Our contractors;

Proposal: is defined in clause 2.3;

Services: means the provision to you by Us of a home tuition language course, as further defined at clause 4.2;

Terms: means the terms and conditions set out in this document;

We/Our/Us: means Living Learning English Limited;

Website: means the Living Learning English Limited website found at www.livingenglish.com.

1.2 When We use the words "writing" or "written" in these Terms, this will include e-mail unless We say otherwise.

2 Our Contract with You

2.1 These are the Terms on which We supply Services to you. These Terms will apply to any contract between Us for the provision of Services to you ("Contract"). The Contract comprises these Terms and the Confirmation (as defined in clause 2.6 below). Any terms that you submit to Us shall be of no effect unless We agree otherwise in writing. Please read these Terms carefully and make sure that you understand them, before ordering any Services. Please note that before making a Booking you will be asked to agree to these Terms. If you refuse to accept these Terms, you will not be able to order any Services.

2.2 If you wish to make a Booking you shall send an enquiry to Us, either using the online enquiry form <http://www.livingenglish.com/online-booking> or by emailing Us at info@livingenglish.com, which sets out your requirements and the Services you are interested in.

2.3 In response to your enquiry, We shall provide you with a proposal, which shall set out the anticipated Course Fee and details of the Services (the "Proposal"). Please see clause 6.4 regarding possible changes to the Course Fee between the date of our Proposal and the date of our Confirmation.

2.4 If the Proposal is acceptable to you then We shall issue you with an invoice for the Deposit. If you wish to complete the Booking you shall:

2.4.1 complete the Booking Form; and

2.4.2 pay the Deposit.

2.5 It is your responsibility to ensure that the Booking Form is complete and accurate before you submit it. If you think that there is a mistake or require any changes, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

Living Learning English

Terms and Conditions

2.6 The Contract will only be formed on Our acceptance of the Booking Form, which shall be effected by Our despatch of Our confirmation in the form of a welcome letter with information about your course including Course Fee, details of the course dates, your teacher and travel instructions (the "Confirmation"). We are under no obligation to accept any Booking Form.

2.7 If We are unable to supply you with the Services, We will inform you of this and We will not process your Booking.

2.8 If any of these Terms conflict with any term of the Proposal, the Proposal will take priority.

3 Changes to Contract or Terms

3.1 We may revise these Terms from time to time to comply with changes in relevant law and regulatory requirements or to meet Our changing business needs.

3.2 If We have to revise these Terms We will contact you to give you reasonable advance notice of any changes to these Terms before they take effect. You can choose to cancel the Contract in accordance with clause 9.3 if you are not happy with the changes.

3.3 If you wish to make any changes to your Booking then you should contact Us. We are not obliged to accommodate any requested changes and We reserve the right to charge you a fee if We agree those requested changes.

3.4 If you wish to cancel the Contract before it has been fulfilled, please see your right to do so in clause 9.

4 Providing Services

4.1 We will supply the Services to you between the dates outlined in the Proposal and confirmed in the Confirmation.

- 4.2 The Services shall include:
- 4.2.1 1:1 or 2:1 tuition designed to meet your needs (in line with the number of hours of tuition requested);
 - 4.2.2 Individual assessment at the start of the course;
 - 4.2.3 All study materials (to include a course student book and work book);
 - 4.2.4 A Living Learning English student pack;
 - 4.2.5 A progress report and recommendations for future study;
 - 4.2.6 A certificate of attendance;
 - 4.2.7 A study bedroom;
 - 4.2.8 Full board: breakfast, lunch and dinner;
 - 4.2.9 Accompanied excursions/activities including entrance fees to museums, cinema etc. for young learners only (excluding entrance fees to museums, cinema etc. for those aged over 18);
 - 4.2.10 Transfer from the local train or bus station;
 - 4.2.11 Free comprehensive travel insurance; and
 - 4.2.12 24-hour support from Living Learning English staff.

4.3 In the event that We provide assistance obtaining or organising visas for you (or the person who will be studying the course if you are booking on behalf of someone else) such assistance shall be dependent on the timely provision of the necessary information by the relevant person (being either yourself or the person who will be studying the course if you are booking on behalf of someone else). We shall have no liability for failing to obtain any visa in time for the course start date if and to the extent that We have not been provided with the necessary information.

4.4 The Course Fees do not include the cost of flights, airport transfers or extras as set out in Our price list.

4.5 We will make every reasonable effort to commence and complete the Services on time. However, there may be delays due to an Event Outside Our Control.

4.6 We reserve the right to change your allocated teacher at any time before or during the provision of the Services in the unusual event that such teacher is for any reason unavailable.

4.7 We may from time to time make reasonable changes to the nature and content of the Services where this is necessary. We will contact you to let you know in advance where this occurs, unless the problem is urgent or an emergency.

5 If There Is A Problem with the Services

5.1 In the unlikely event that the Services are not provided in accordance with the Contract, please tell Us as soon as reasonably possible and give Us a reasonable opportunity to remedy the problem.

5.2 We will use every effort to remedy a problem identified pursuant to clause 5.1 as soon as reasonably practicable.

5.3 As a consumer, you have legal rights in relation to Services not carried out with reasonable skill and care, or if the materials We use are faulty or not as described. Nothing in these Terms will affect these legal rights.

6 Price and Payment

6.1 In consideration of the performance of the Services, you shall pay Us the Course Fee (less any Deposit already paid) in full no later than four weeks before the start date of the Services. We reserve the right to cancel any Contract where the Course Fee has not been paid for in full by this time.

- 6.2 Payments shall be made by:
- 6.2.1 Debit or credit card or
 - 6.2.2 International Bank Transfer

6.3 If you make a late booking (within four weeks of the start date of the Services) then full payment of the Course Fee shall be paid to Us immediately.

6.4 The price of the Services will be as set out in Our price list in force at the time that we send our Confirmation. Depending on the time period between the Proposal and the Confirmation, there could therefore be a difference between the Course Fee quoted in the two documents. If there is any difference between the price quoted in the Confirmation and that set out in our Proposal then you may cancel your Booking pursuant to clause 9.

6.5 The Course Fee, Deposit and Services are VAT exempt.

7 Our Liability To You

7.1 If We fail to comply with these Terms or are negligent, We are responsible for loss or damage you suffer that is a foreseeable result of Our breach of the Terms or Our negligence, but We are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if they were an obvious consequence of Our breach or negligence or if they were contemplated by you and Us at the time We entered into this contract.

7.2 Subject to clause 7.1 and clause 7.3, our total liability to you shall be limited to the amount of 2 x the Course Fee.

7.3 We do not exclude or limit in any way Our liability for:

- 7.3.1 death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors;
- 7.3.2 fraud or fraudulent misrepresentation;
- 7.3.3 any matter for which it would be unlawful for Us to exclude or attempt to exclude Our liability.

8 Events Outside Our Control

8.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of Our obligations under these Terms that is caused by an Event Outside Our Control.

8.2 If an Event Outside Our Control takes place that affects the performance of Our obligations under these Terms:

- 8.2.1 We will contact you as soon as reasonably possible to notify you; and
- 8.2.2 Our obligations under these Terms will be suspended and the time for performance of Our obligations will be extended for the duration of the Event Outside Our Control. Where the Event Outside Our Control affects Our performance of Services to you, We will restart the Services as soon as reasonably possible after the Event Outside Our Control is over.

8.3 You may cancel the contract if an Event Outside Our Control takes place and you no longer wish Us to provide the Services. You may cancel a Contract by writing to Us using the details set out in clause 9.3. We will only cancel the contract if the Event Outside Our Control continues for longer than two weeks in accordance with Our cancellation rights in clause 11.



9 Your Rights to Cancel

- 9.1 If you are a consumer, you have the right to cancel the Contract within 14 days without giving any reason.
- 9.2 The cancellation period will expire after 14 days from the day of the conclusion of the Contract.
- 9.3 To exercise the right to cancel, you must inform Us in writing to Living Learning English Limited, 27 Portland Square, Bristol BS2 8SA, or info@livingenglish.com of your decision to cancel the Contract by a clear statement (e.g. a letter sent by post or e-mail).
- 9.4 We will communicate to you an acknowledgement of receipt of such a cancellation on a durable medium (e.g. by e-mail) without delay.
- 9.5 If you expressly request Us to begin the performance of Services within the cancellation period then you acknowledge that your right to cancel shall be lost at the point when the Services have been fully performed.

10 Effects of Cancellation

- 10.1 Subject to clause 10.5, if you are a consumer and you cancel the Contract pursuant to the cancellation rights under clause 9 we will reimburse to you all payments received from you.
- 10.2 We will make the reimbursement without undue delay, and not later than 14 days after the day on which We are informed about your decision to cancel the Contract.
- 10.3 We will make the reimbursement using the same means of payment as you used to pay the Course Fee, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.
- 10.4 We will not be liable for any loss arising as a result of reimbursements that are subject to a currency exchange performed by your bank when processing the reimbursement.
- 10.5 If you expressly requested Us to begin the performance of Services within the cancellation period and you subsequently cancel the Contract pursuant to clause 9 prior to full performance of the Services, you shall pay Us an amount for the provision of the Services for the period for which they are supplied until the time when you inform us of your decision to cancel, which is in proportion to what has been performed in comparison with the full coverage of the Contract.
- 10.6 Subject to clause 9.1, clause 9.5 and clause 10.5, if you cancel your Booking before the final balance is due (four weeks before the course start date) you will lose only your Deposit. After this time, the following fees are payable to Us:
- 10.6.1 between 28 and 15 days of the start of the course: 80% of the total Course Fee;
- 10.6.2 within 14 days of the start of the course: 100% of the total Course Fee. The Course Fee shall not be refundable in whole or in part if a student arrives late or leaves before the end of their course.

11 Our Rights to Cancel

- 11.1 We may have to cancel the Contract before the start date for the Services, due to an Event Outside Our Control or the unavailability of key personnel or key materials without which We cannot provide the Services. We will promptly contact you if this happens.
- 11.2 If We have to cancel the Contract under clause 11.1 then We will refund you your Deposit (and the Course Fee if this has been paid prior to Our cancellation).

11.3 Once We have begun to provide the Services to you, We may cancel the Contract at any time by providing you with at least 14 calendar days' notice in writing. If you have made any payment in advance for Services that have not been provided to you, We will refund these amounts to you.

11.4 You shall be expected to follow reasonable rules of conduct set by your teacher. If We find that you are in breach of those rules of conduct then We reserve the right to cancel the Contract.

11.5 We may cancel the contract for Services at any time with immediate effect by giving you written notice if you break the Contract in a material way and you do not correct or fix the situation within seven calendar days of Us asking you to in writing.

12 Information About Us And How To Contact Us

- 12.1 We are a company registered in England and Wales with the name Living Learning English Limited. Our company registration number is 06132639 and Our registered office is at 10 Burghley Road, St Andrews, Bristol BS6 5BN.
- 12.2 If you have any questions or if you have any complaints, please contact Us. You can contact us by telephoning a member of Our team at 44 (0) 117 9269400, by e-mailing us at info@livingenglish.com or by writing to us at Living Learning English Limited, 27 Portland Square, Bristol BS2 8SA
- 12.3 If We have to contact you or give you notice in writing, We will do so by e-mail, by hand, or by pre-paid post to the address you provide to Us in the Booking Form.

13 How We May Use Your Personal Information

- 13.1 We will use the personal information you provide to Us to:
- 13.1.1 provide the Services;
- 13.1.2 process your payment for such Services; and
- 13.1.3 inform you about similar products or services that We provide, but you may stop receiving these at any time by contacting Us.
- 13.2 We will not give your personal data to any third party.

14 Other Important Terms

- 14.1 We may transfer Our rights and obligations under these Terms to another organisation, and We will always notify you in writing if this happens, but this will not affect your rights or Our obligations under these Terms.
- 14.2 The Contract is between you and Us. No other person shall have any rights to enforce any of its terms.
- 14.3 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.4 If We fail to insist that you perform any of your obligations under these Terms, or if We do not enforce Our rights against you, or if We delay in doing so, that will not mean that We have waived Our rights against you and will not mean that you do not have to comply with those obligations. If We do waive a default by you, We will only do so in writing, and that will not mean that We will automatically waive any later default by you.
- 14.5 These Terms are governed by English law. You and We both agree to submit to the non-exclusive jurisdiction of the English courts. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.