

Terms and Conditions of Booking

The following Terms and Conditions relate to Stamford Academy's Group Foreign Language classes, sometimes referred to as Modern Language/Modern Foreign Languages or MFL.

Entry Requirements

Students are required to be at least 16 years of age at the time of booking.

Materials

Course books are not included in the course fees but are provided when required for study in class. If students wish to purchase their own copy of any set course or self-study books, Stamford Academy can advise accordingly and suggest where these may be purchased. In class students may receive additional learning materials appropriate to the level of the course, such as photocopies.

Minimum Number of Students

We require a minimum of 4 (four) students to be able to run our group language courses. Whilst the vast majority of courses easily meet this requirement, in some cases some unfortunately do not. We will always try our hardest to run all of our courses as advertised, but cannot guarantee that courses which don't meet the minimum student number will be able to run. Stamford Academy reserves the right to cancel, offer a reduced course length or revised course fees for courses where the minimum number of student enrolments does not meet the minimum threshold of 4.

If the minimum number of students is not met, this is the process we will follow:

1. We will offer to run the scheduled course for the advertised duration at an increased course fee **or** offer to run the course at the advertised rate for a reduced number of weeks.
2. Should neither of the above options be practical, we will offer to:
 - a) defer the Client's place to the next available start date. Courses run throughout the year with regular start dates. Please consult our website for your next available course start date. Please note that if your course fails to meet the minimum student number required in the next term, we cannot guarantee that we will be able to run the course.
 - b) Transfer the Client's booking to an alternative/suitable course of equivalent value including private 1:1 or 2:1 lessons

3. If the above solutions are not satisfactory, the Client can request for the course fee to be refunded in accordance with our Cancellation & Refunds policy outlined below.

Maximum Number of Students

To ensure the quality of our courses, the maximum number of students admitted per course is 6 for both our face-to-face and online courses.

Course Cancellations and Refunds

1) In the event that a Client wishes to cancel their course, they must notify Stamford Academy as soon as possible in writing. Cancellations by phone will not be accepted. Please email info@stamfordacademy.co.uk to cancel your course. The following terms apply:

- i. All refund and deferral applications must be made at least fourteen (14 days) before the course start date initially booked.
- ii. Refund applications made up to fourteen (14) days before the course start date will be eligible for a full refund minus a £15 administration fee. Alternatively you can postpone your booking to a later start date with no administration fee deductions applied.
- iii. Refund applications made fourteen (14) days or less before the course start date cannot be accepted: no refunds are available and you will no longer be able to transfer your booking to a later start date.
- iv. No refunds are available for non-attendance.
- v. Credit card fees are non-refundable.
- vi. Due to the nature of the courses, we cannot, in any event, pro-rata classes or transfer unused class time to another course.
- vii. No refunds are available based on continuation teacher's availability.
- viii. How to claim a refund: You must notify Stamford Academy in writing/ by email (info@stamfordacademy.co.uk), following your cancellation. All refunds will be subject to the terms and deductions outlined above.

2) In the event Stamford Academy is unable to run a course, or make suitable alternative arrangements under the Minimum Number of Students policy above, the Client will be entitled to a full refund, including any credit card fees. Refunds will be processed within 5 – 10 working days of notification of refund, depending on your bank.

3) Where orders were previously modified and administration charges or penalties incurred, a full refund no longer constitutes the original value of the booking, but is subject to deductions of these charges as detailed above.

4) Consumer Contracts Regulations (2014):

As a service that is provided on a specific date within a specific period Stamford Academy is not obligated to provide a fourteen (14) day cooling off period. However, Stamford Academy has elected to offer the following: Bookings made remotely (by telephone, email, online) may be cancelled within fourteen (14) days of the initial booking in writing info@stamfordacademy.co.uk.

- i. This 14-day period is called "the cooling off period". If you cancel within the cooling off period, you must tell us in writing. Cancellations made by phone will not be accepted. You must keep evidence

of your cancellation within the 'cooling off period'. We will refund the fees paid in full minus a £15 administration fee.

ii. If you book fourteen (14) days or less before the start of the course you lose your right to a cooling off period. The service will start within the 14 day cooling off period and the service forms part of a set of group lessons which are not sold individually.

iii. If your cooling off period falls over the 14 days before the start of the course then your cooling off period is limited to the number of days that do not fall over the 14 days prior to the start of the course. All refund applications must be made at least fourteen (14 days) before the course start date.

Alterations to the Course by Stamford Academy (including due to future Pandemic/Covid 19 restrictions)

1) Stamford Academy will do its utmost to provide the arrangements that have been confirmed, but it must reserve the right to modify or cancel any course if unforeseen circumstances arise. This includes but is not limited to, providing a cover teacher for teacher sickness or absence, cancelling a lesson and offering an alternative date, postponing the course for one week, offering alternative suitable locations or levels. If force majeure occurs while a course is in progress (pandemic), Stamford Academy will try to make reasonable alternative arrangements, such as delivering courses online.

2) Stamford Academy requires a minimum number of students to be able to run a course. For further information, please refer to our policy on Minimum Number of Students.

Liability of Stamford Academy

Stamford Academy accepts responsibility for ensuring that all parts of the course are supplied as described and that all services shall reach reasonable standard. However Stamford Academy shall not be liable for the failure or improper performance of these services where such failure or improper performance is attributable to:

1. fault of the client.
2. unforeseeable or unavoidable actions of an unconnected third party.
3. unusual and unforeseeable circumstances beyond Stamford Academy's control, including force majeure (e.g. Pandemic/Covid 19 restrictions).

Alterations by the Client

1) If the Client wishes to change their booking in any way after the Booking Confirmation has been issued, they must inform Stamford Academy immediately. For further information, please refer to the Cancellation & Refunds policy above.

2) If the Client is unhappy with the teacher or any aspect of the teaching they must inform Stamford Academy immediately in writing. Stamford Academy cannot deal with issues or complaints retrospectively. Stamford Academy reserves the right to offer solutions to the issue such as speaking to the teacher about the problem, changing the teacher, offering the Client an alternative course. In

the unlikely event that a Client is unhappy with their course we require the Client to attend a minimum of 3 lessons, in order to give a reasonable amount of time for any improvements and changes to be experienced. After the Client has made a complaint in writing we require the Client to attend a further two lessons in order to give a reasonable amount of time for any improvements and changes to be experienced. Stamford Academy will make every attempt to ensure the Client can continue with their course as a satisfied Client.

3) Should the Client decide that the level of their course is too high or low for them and they would like to change, they will need to request a transfer in writing (via email) in the first 2 weeks of their 8 or 10-week course. If they are taking a 4-week or 5-week course, they will need to send their transfer request in the first week of the course.

4) In the event that an acceptable solution cannot be found the Client may escalate their complaint as per Stamford Academy's Complaints Procedure.

Descriptions

1) Stamford Academy believes that all statements made on its website or in printed material are factual and correct. Every reasonable effort has been made to describe the school environment and to provide the amenities described. Stamford Academy cannot therefore be held responsible for any changes that become known after any printed materials are produced (up-to-date information can be found on the Stamford Academy website), nor can Stamford Academy accept liabilities for happenings outside its reasonable control. Stamford Academy undertakes to advise the Client of any changes known to it prior to the course.

2) Stamford Academy cannot be held responsible for incorrect information printed or online by associate websites. Please refer to the Stamford Academy website for up-to-date information.

Special Requirements

Any special requests must be advised to Stamford Academy in writing at the time of booking. Please feel free to make known to us any medical conditions or other needs, which you feel may impact your learning experience and might enable us to provide you with a higher level of personal service and attention. Any information received will remain confidential.

General Information

General information is included on this website for help and guidance to the Client. Please read it carefully. The contract incorporating these conditions shall be governed by English law and any matters arising out of it shall be subject to the jurisdiction of the Courts of England and Wales.