

GENERAL TERMS AND CONDITIONS ONLINE ENGLISH PROGRAMMES (Sep 2021)

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 FOR STUDENTS

- 2.1 You should understand and agree to our Three Key Principles:
 - 2.1.1 You (guardian and student) should respect other people and their privacy
 - 2.1.2 You (student) should try to speak English as much as possible
 - 2.1.3 You (guardian and student) 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 guardian.
- 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 A guardian 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 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 the 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 or monthly for membership (subscription)
- 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.
- 8.6 If you opt for the membership of 144 (3 days a week) or 240 sessions (5 days a week) which is a monthly subscription over 12 months, note that the programme may be more than 12 months due to Public and School Holidays being added to the programme – see clause 13 & 14.

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 within 28 days before the planned start, there is an administration fee of £50 (UK Pounds),
- 10.3 If you cancel your programme within 10 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 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 £50 each time your course details are changed.
- 11.4 In exceptional circumstances such as sickness we will use our discretion.

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 (class) on a National (public) holiday. The lost sessions will be added to the end of a programme. Consult the calendar of public holidays on our website www.meridianenglish.com.

14 MERIDIAN SCHOOL OF ENGLISH HOLIDAYS

- 14.1 School holidays (Vacations) are shown in the calendar available on the school website. There will be no study on these days and lost sessions will be added to the end of a programme.

15 STUDENT REQUESTED HOLIDAYS

- 15.1 If you arrange holiday during your programme, we request you to give us notice so that we know a child is officially absent
- 15.2 If you are under 18 holidays must be arranged with us by your guardian
- 15.3 These types of holidays cannot be added to the end of your programme.

16 STUDENT LEAVE / ABSENT DAYS/ SICKNESS

- 16.1 If your child is going to be absent or taking leave, please give us notice so that we know a child is officially absent.
- 16.2 These types of absent days cannot be added to the end of your programme.
- 16.3 If your child has a long-term absence (more than three consecutive weeks) due to sickness, or other serious matter, we will be as accommodating as possible, at our discretion; for example, we may suspend a programme and add missed days to the end of the programme. Please inform us as soon as possible about potential long-term absences and provide documentary evidence, such as doctors letter.

17 ACCESS TO CLASS RECORDINGS

- 17.1 We record all classes, subject to technical occurrences, for you to access during your child's period of study for review or practice.
- 17.2 If your child is unable to attend a class due to non-school notified holiday or an absence, your child can catch-up by accessing the recording of the class.
- 17.3 When you finish your course of study with Meridian, access to video recordings will end within three days.

18 DOCUMENTATION

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

19 DISCIPLINE

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

20 INFORMATION TO AID BOOKING

- 20.1 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).

21 CHANGES TO PROGRAMME

- 21.1 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.
- 21.2 We reserve the right to cancel courses, for which you will be compensated for lost days or
- 21.3 Combine classes or reduce the number of tuition hours if, for example,
 - 21.3.1 student numbers fall too low to sustain separate groups,
 - 21.3.2 at the same or similar ability level or
 - 21.3.3 run classes at different hours as required.

22 LIABILITY

- 22.1 We accept no liability for financial loss caused by you
- 22.2 We cannot be held liable for damage or accident to you or your property, except where such liability is expressly imposed by English law.
- 22.3 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:
 - 22.3.1 the failure was your fault
 - 22.3.2 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
 - 22.3.3 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
 - 22.3.4 the failure was due to an event that would have been impossible for us or any other supplier to foresee, even with due care.
- 22.4 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.
- 22.5 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

23 COMPLAINTS

- 23.1 Any complaints should first be made in writing to info@tellusgroup.com.
- 23.2 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 complaint's procedure following receipts of your written complaint

24 PRIVACY POLICY

- 24.1 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.
- 24.2 You should check our policies as found on our website

24.3 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 23.

25 PUBLICITY AND DISSEMINATION

25.1 We will take image captures or video footage, some of which may be used for promotional purposes; we will only do so with your permission which we will request in writing.

25.2 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.

26 CONSUMER RIGHTS

26.1 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.

27 INTERPRETATION

27.1 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.

27.2 Where there are translations of these terms into languages other than English the English version or the terms are the authoritative.

28 JURISTITION

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