

# Booking Terms and Conditions

## 1. Definitions

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

**Booking:** your booking for one of Our Courses;

**Courses:** the language training courses advertised on Our website;

**Deposit:** the sum of 300 GBP;

**Event Outside Our Control:** is defined in clause 8.2;

**Fees:** the fees payable by you in respect of your Booking;

**Terms:** the terms and conditions set out below;

**We/Our/Us:** Instill Education Limited (trading as "OISE") a company registered in England and Wales under company number 01293463 and having its registered office at 38 Binsey Lane, Oxford OX2 0EY, United Kingdom. VAT registration number GB792403230.

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

## 2. Bookings

2.1 Bookings can be made by completing and submitting the form on Our website together with payment of your Deposit or the total Fees (as applicable, see clause 3.1).

2.2 Please ensure that you read these Terms carefully, and check that the details of your Booking are complete and accurate, before you make your Booking. If you think that there is a mistake, please contact Us to discuss. We will confirm any changes in writing to avoid any confusion between you and Us.

2.3 When you make a Booking with Us, this does not mean that We have accepted it. Our acceptance of the Booking will take place as described in clause 2.4. If We are unable to confirm your Booking, We will inform you of this.

2.4 These Terms will become binding on you and Us when we confirm your Booking in writing to you, at which point a contract will come into existence between you and Us. We will assign a unique reference number to your Booking and inform you of it when We provide confirmation. Please quote this number in all subsequent correspondence with Us relating to your Booking.

## 3. Payment of Fees

3.1 Where the Course is due to begin more than 4 weeks from the date of your Booking, a Deposit is payable at the time of making your Booking. Where the Course is due to begin less than 4 weeks from the date of your Booking, the Fees must be paid in full at the time of your Booking.

3.2 When We confirm your Booking under clause 2.4, We will provide a statement showing the balance of the Fees due to be paid, which should be settled at least four weeks before the Course starting date. Please note that you will not be allowed to attend any Course unless payment of the Fees has been made in full.

3.3 All Fees must be paid in Sterling (GBP). All bank charges are payable by you.

3.4 All refunds due under these Terms will be paid to the person from whom payment was originally taken, using the same method of payment as used by them.

## 4. Changes to Bookings

4.1 If you wish to change your Booking by switching to another Course, you must provide at least 10 days' notice of such change to Us in writing, otherwise you will be expected to attend the Course originally booked or cancel your Booking under clause 7.

4.2 Where you have given the appropriate notice under clause 4.1:

(a) We will refund any difference between the cost of the original Booking and your revised Booking on the last date of the Course to which you have switched (whether or not you remain on the Course for its full duration); or

(b) You may be required to pay any difference between the cost of the original Booking and your revised Booking at the time of your request.

4.3 If you wish to take a holiday at any time during the Course, you must give Us at least two weeks' notice in writing. No refunds are payable in these circumstances.

4.4 We reserve the right to cancel a Course, or make changes to course arrangements, as a result of Events Outside Our Control. Clause 8 will apply in such circumstances.

## 5. Our liability to you

5.1 Where We provide any assistance to you in making travel and accommodation requirements, We do so only as an intermediary between you, travel organisations and host families. Unless and to the extent caused by Our negligence, We will not be liable to you for any losses arising from any delays or failures relating to travel and accommodation arrangements. We will, however, use our reasonable endeavours to defend your interests and mediate on your behalf in the event of any breach of contract on the part of a travel organisation or host family.

5.2 If We fail to comply with these Terms, 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 it is an obvious consequence of Our breach or if it was anticipated by you and Us at the time we entered into this contract.

5.3 We do not exclude or limit in any way Our liability for death or personal injury caused by Our negligence or the negligence of Our employees, agents or subcontractors, or for any liability which cannot be excluded or limited by law.

## 6. Insurance, accommodation, student visas, study permits and safeguarding

6.1 You are responsible for arranging your own travel and medical insurance (including the costs of repatriation in the case of illness or accident) and student visitor visa.

6.2 If you are denied a student visitor visa and provide Us with a copy of the rejection letter on or before the first day of the Course, We will refund all Fees paid.

6.3 Accommodation will begin on the Sunday before the Course starts and will end on the Saturday after the Course ends. If you have asked Us to arrange host family accommodation, you will receive details of your host family address at least five days before the Course starting date (unless you have made a late Booking) to enable you to inform the host family of your approximate time of arrival.

6.4 Basil Paterson Edinburgh operates a child protection and safeguarding policy in relation to care of our 16/17-year-old students. Full policies can be found on our website.

## 7. Your rights to cancel and applicable refund

7.1 You have the following rights to cancel your Booking:

(a) you have a legal right to cancel your Booking within 14 calendar days of the date of your Booking, in which event We will, subject to clause 7.3, refund all of the Fees including the Deposit; or

(b) you may cancel your Booking at any time after the period of 14 days referred to in clause 7.1(a) but before the Course has begun, in which event We will retain the Deposit and refund the balance of any Fees paid by you.

7.2 To exercise your rights to cancel under clause 7.1, you must inform Us of your decision by making a clear statement to this effect by completing the cancellation form on Our website or by contacting Us (see contact details below).

7.3 The law requires us to obtain your express consent to Us providing Our services where the starting date of the Course falls during the 14 day cancellation period referred to in clause 7.1(a). By making your Booking, you will be treated as giving this consent. You acknowledge that if you subsequently cancel, We will be entitled to deduct an amount from the Fees paid which is in proportion to the services that we have performed up to the date of your cancellation.

7.4 Once a Course has begun, you may cancel your Booking with immediate effect by giving Us written notice if:

(a) We break this contract in any material way and We do not correct or fix the situation within 30 days of you asking Us to in writing;

(b) We go into liquidation or a receiver or an administrator is appointed over Our assets; or

(c) We are affected by an Event Outside Our Control.

## 8. Our rights to cancel and applicable refund

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 An Event Outside Our Control means any act or event beyond Our reasonable control including but not limited to strikes or other industrial action, civil commotion, terrorist attack or threat of terrorist attack, epidemic, adverse weather conditions or other natural disasters.

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

(a) We will contact you as soon as reasonably possible to notify you; and

(b) We will, where possible, propose alternative arrangements (which may include alternative dates or venues) for the Course.

8.4 You may cancel your Booking if any alternative arrangements proposed by Us are unsuitable for any reason, in which case We will refund all Fees paid in advance for the Course.

8.5 We reserve the right to refuse your attendance on the course if you are suffering from any illness, medical condition or mental or physical disability which was not disclosed at the time of Booking.

## 9. How we may use your personal information

9.1 We will use the personal information (including sensitive information about your health, religious beliefs and practices or dietary requirements) that you provide to Us:

(a) to administer and provide Our Courses to you;

(b) to process payment in relation to any Booking;

(c) for internal training and monitoring purposes; and

(d) to inform you about similar Courses and other services that We provide, but you may stop receiving these at any time by contacting Us.

9.2 We will not give your personal data to any third party other than:

(a) as strictly necessary for Us to perform Our contract with you;

(b) to host families; or

(c) to the schools and offices within our group companies (which means our subsidiaries, our ultimate holding company and its subsidiaries, as defined in section 1159 of the UK Companies Act 2006) including those outside the European Union.

9.3 You have the right to access information held about you. Your right of access can be exercised in accordance with the Data Protection Act 1998. Any access request may be subject to a fee of £10 to meet Our costs in providing you with details of the information We hold about you.

9.4 We may wish to use photographs and audio visual media containing your image or likeness in our marketing and promotional materials and you hereby consent that We may do so in all and any media for such purposes. If you would prefer that We do not, you should notify Us in writing. We will also confirm this with you where we have a reasonable opportunity to do so. Copyright in any photographs or audio visual media continuing your image or likeness shall belong to Us and shall not entitle you to receive any royalties or other payments.

## 10. Other important terms

10.1 These Terms set out the entire agreement between you and Us relating to your Booking.

10.2 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.

10.3 This contract is between you and Us. No other person shall have any rights to enforce any of its terms.

10.4 Each of the clauses in 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.

10.5 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.

10.6 These Terms are governed by Scottish law. You and We both agree to submit to the non-exclusive jurisdiction of the Scottish courts.