LSI Vancouver – Terms and Conditions

CONDITIONS OF ENROLMENT

1. Application

Please send the signed enrolment form to your chosen LSI school or Educational Tour Operator 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 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: <u>www.lsi.edu/privacy</u>

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.

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

5. Courier fees

A courier service is available on request: CAD\$110.

6. Under 19-year-olds

LSI delivers adult courses (except for programmes advertised as being for Juniors). Therefore, students aged 16 to 18 will be attending classes and sharing facilities with students aged 19 and over (the age of majority in British Columbia). Under 19-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 19 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.

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 Educational Tour Operator. 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.

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. 3 postponements will be free of charge, while upon a 4th postponement request, LSI will charge a postponement fee, an amount equivalent to the registration fee.

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 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. Unless otherwise stated, students share class sets of course books and receive photo copies. In Canada a materials fee is charged for the following program(s): Cambridge courses – CA \$75.

10. Duration of lessons/timetable

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.

11. LSI Level Policy

Through a rigorous system of skills testing, students are organised into classes with the other students in the school who have the closest equivalent language level. LSI operates up to six different levels, from Beginner to Advanced, which have been closely matched to the Common European Framework, TOEFL iBT, TOEIC, IELTS and University of Cambridge examinations. To reach each level students must master specific level objectives, demonstrated through test scores and class participation. Subject to student numbers, and ensuring the learning outcomes of every student in the class, LSI may operate bridge classes where two LSI levels are taught together.

12. Electives

Electives refer to the various options offered as part of LSI's Intensive 24, 25 and 30 lessons per week programmes. Electives include, but are not limited to, TOEFL iBT, TOEIC, IELTS, English for Business and Fluency. For a full list of electives available, please refer to the school pages on our website. In order to ensure all electives are available year-round, subject to student numbers and ensuring the learning outcomes of every student in the class, courses may sometimes be combined.

13. Cambridge Language Assessment

Subject to student numbers and ensuring the learning outcomes of every student in the class, Cambridge 30 lessons per week programmes may be combined with LSI's Intensive English programme and/or electives.

14. 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 CAD\$100, 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, 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.

15. 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.

16. Liability

The liability of LSI, its group companies, their directors, officers, employees, affiliates, Educational Tour Operators 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.

17. 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.

18. Codes of practice

LSI Vancouver has agreed to observe and be bound by the Code of Conduct and policies of Languages Canada and Private Training Institutions Branch (PTIB).

19. 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 are available on request from LSI Vancouver (van@lsi.edu).

Damage to property: LSI reserves the right to charge students who engage in vandalism, graffiti or criminal damage of any kind for the repair/replacement cost of any damage they cause. LSI also reserves the right to charge students responsible for damage caused to LSI property or 3rd party property by accident.

20. Student Visa

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 Immigration, Refugees and Citizenship Canada (IRCC) in Canada.

21. Prices

LSI has the right to change prices due to tax increases, governmental actions or other events beyond LSI's control. Prices listed for third party suppliers, including residence accommodation, are subject to change. If third party suppliers increase their prices after LSI has listed its annual prices, LSI reserves the right to pass on these increases to students.

22. 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.

23. Photography, Filming and Sound Recording

LSI or the Educational Tour Operator may arrange to photograph or shoot video footage of students or use their written feedback for promotional purposes, both printed and online.

24. 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.

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.

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

For cancellations made less than 7 days after the contract is made, all tuition fees are refunded. For cancellations or dismissals from the program 30 days or more before the start of the course, LSI retains 10% of tuition to a maximum of \$1000. For cancellations or dismissals less than 30 days before the start of the course, LSI retains 20% of all tuition fees to a maximum of \$1300.

3(b), Accommodation

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).

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, outside of California, a partial week will be counted as a whole week, provided the student was present at least one day during the scheduled week. In California, tuition fees for partial weeks are accounted for pro rata. Discounted tuition and accommodation packages used by the student will be charged at the recommended retail price, as listed on our website, 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 (In the US, notification of termination may be verbal.). 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

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, after more than 10% but before 30% 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

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).

6. Method of Refund Payments

Refunds will be made via the Educational Tour Operator to whom the fees were originally paid, or via the same payment method and destination from which the fees were originally paid. For a calculation of fees refundable, please see above. Refunds made via an Educational Tour Operator are subject to the Educational Tour Operator's own cancellation refund policies. All refunds will be made within 30 days of written notification unless otherwise stated.

LEGALLY BINDING

The LSI Enrolment Agreement is legally binding when signed by the student and/or the student's legal guardian, and is accepted by LSI.

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.