Terms & Conditions

Before you book and pay for a course at IH Torquay, you must read and confirm you have understood our terms and conditions below. IH Torquay Terms & Conditions apply to all students, regardless if you have booked the course directly or through an Educational Tour Operator (ETO – agent).

Opening Dates and Holidays

The school is open all year, with the exception of Christmas and New Year when it closes, usually for 2 weeks.

Classes take place from Monday to Friday and run as usual on all other public holidays including Easter.

The school is not open on Saturdays or Sundays.

If you wish to take a holiday, you must inform us at least 28 days in advance. Please note that we do not give refunds for holiday periods, but you may be able to extend your course. Extensions for holidays can only be made on certain courses and if you are studying for 12 weeks of more. The maximum holiday extension is 2 weeks for every 12 weeks of study. No extensions will be given to students who take holidays during courses with set dates or examination courses. We advise you not to take holidays during examination courses.

Students on long-term courses are requested to give their holiday dates at the time of booking.

If you are a non-EU student, please ask for a School Holiday Visa Letter before going on holiday. It is important that you do this in case the immigration officials require proof of your status upon your return to the UK. This letter will contain the dates we have permitted your travel. It may also be beneficial to carry proof of availability of fund as they may be required by the immigration officer. Please note: IH Torquay is not liable if you are delayed at the border or if you are not allowed back in the UK for any reason.

Age

The minimum age on our General English courses is 18. As an exception, we may accept 16 or 17 years old students on this course

The minimum age on our Max 4 courses is 30.

The minimum age on our Discover Devon course is 50.

The minimum age on our Family courses is 6 (the maximum age for children on this course is 15).

The minimum age on our Young Learner Academy courses is 14 for individuals or 11 if they are part of a group (maximum age on this course is 17). Any group must have at least one group leader for every 15 students.

Please note: students under 18 years old are not supervised except in lessons and on breaks and class excursions.

Under 18s: please read our Young Learner Handbook or Adult and Young People handbook (if on an adult course) – you can find these on our website at the following link - Handbooks. Parents or guardians of under 18s MUST send us a completed 'Parental Consent form U18' before the start of the course. Students aged under 18 must follow all the rules in the U18 form and in our Handbook.

This includes the rule about being back at homestays at the correct time (curfew times). The safety and welfare of under-18's is of paramount importance. We reserve the right, ultimately, to make arrangements for students who continually disregard the rules to return home before the end of their course.

All group leaders with any under 18s in their group must give us a 'certificate of good conduct' or 'certificate of criminal record' from their country of residence.

English Levels

All of our courses have a minimum level specified.

We accept students at Beginner (A1) level on our General English courses starting on the first Monday of every month. If you are uncertain of your English level, you can complete our simple online test at https://ihtorquay.uk/online-english-tests/general-english-test/.

If you need any advice on your choice of course please contact us at study@ihtorquay.uk.

Your details

It is essential that you give us all the information requested. Please tell us if you have medical conditions, allergies or dietary requirements, particularly if you have any serious issues with hearing, sight or mobility.

We keep your information in electronic and paper format.

At IH Torquay, we understand our responsibilities with regard to the types of personal information we collect and use throughout our business in order to deliver our English Language Learning services. Please read our Privacy Policy which details the personal data we require from you, how we use and store it and who we share it with.

You must keep us informed if any of the information you have provided changes.

Booking and payment

Your place is guaranteed only after we have received full payment. All fees should be paid in pounds sterling. We will confirm a booking after we have received full payment.

For couples, friends booking together or families there will be only one Registration Fee and Accommodation Fee applied. Returning students will not be charged the Registration Fee.

Unless otherwise agreed, full payment should be made 28 days before course commencement. A flexible payment plan can be set up and students can pay their full fees in instalments, providing the full balance is settled 28 days before course commencement.

Payment can be made by bank transfer or debit / credit card using our Flywire payment page: https://www.flywire.com/pay/tisenglish.

Alternatively, you can pay by bank transfer (this will incur higher transfer fees which must be covered by you, otherwise the charges will be payable on arrival): Account Title: Torquay International School Ltd. Bank Address: HSBC Bank plc, 4 Strand, Torquay, TQ1 2AB. Swift Code: HBUKGB4B IBAN: GB77HBUK40444391513613 Account No: 91513613 Sort Code: 40 - 44 – 43.

Your student number (which you will find on your invoice) must be quoted with all payments.

If required, we will send letters by special delivery service (DHL) at an extra cost.

The cost of course materials is covered in our tuition fees. However, if you wish to purchase any course books or exam practice books, we will be pleased to assist you.

Visa Nationals

It is your responsibility to ensure that you have the correct visa type and appropriate 'leave to remain' (immigration status) in the UK. In the event that we find that you do not have appropriate leave to remain, we will terminate your course immediately. In this case, tuition and registration fees are non-refundable.

Please note that for students applying for a visa, we send original letters of acceptance and other details including accommodation by e-mail.

We are unable to send any acceptance letters until full fees have been paid. In case of visa refusal, we will refund all fees apart from registration fees and any courier fees.

When applying as a short-term student, you must intend to leave the UK within 30 days of the end of your study (if it is before the date your immigration permission ends). If you do not leave the UK within this time, it could affect any future immigration applications to the UK (such applications could be refused and a time-bar applied if UKVI believes you exercised deception about your intention in your short-term student immigration application). You cannot extend your course beyond the dates you originally booked by more than 30 days, even if your visa was granted for a longer period.

Self-Catering Accommodation (Partner Hotel and Apartments)

Our Partner Hotel may be booked from Sunday to Saturday. If you wish to arrive/depart on a different day please check with the school as availability may be limited and you will be charged for the extra night/s (calculated pro rata).

Our self-catering apartments may only be booked Saturday to Saturday or Sunday to Sunday. If you wish to arrive or depart on a different day you must book hotel accommodation for the extra nights.

All accommodation payments must be made through the school.

We can arrange accommodation only for students studying at least 15 hours per week.

If you leave school early for any reason, you will be asked to leave your accommodation.

If you decide to leave your accommodation early, you must write to us at least 28 days before. If we do not receive notification at least 28 days before we will be unable to offer a refund.

Under special circumstances we may need to move you to alternative accommodation at short notice and the school reserves the right to do this. Although we will do our best to find you alternative accommodation in the same category as your original accommodation, we cannot guarantee this.

If you book accommodation for part of your stay (for example if you book 4 weeks of accommodation but have enrolled on a 24 weeks' course) and you decide to extend your stay in school accommodation we cannot guarantee continuity periods. You should always book accommodation for the full length of your study period unless you have already booked private accommodation.

Any student who behaves in an unacceptable manner will be asked to leave their accommodation. We cannot guarantee that we will be able to find alternative accommodation.

If you book your own private accommodation you must send us your accommodation address and contact telephone number. If you are in private accommodation and would like to move to TIS accommodation, we would require 2 weeks' notice to find you suitable accommodation.

Homestay Accommodation

Homestay accommodation may be booked from Sunday to Saturday. If you wish to arrive/depart on a different day please check with the school as availability may be limited and you will be charged for the extra night/s (calculated pro rata).

All homestay accommodation fees must be paid to the school.

Our homestays will welcome you at your arrival in Torquay from 0700 until 2300. For arrivals outside these times please consult the school before booking your travel – you may be subject to a taxi charge from your arrival point to the homestay.

If you take holiday during your stay and you are away from your homestay you will still be charged for your accommodation.

Please inform us if there are any issues with your homestay accommodation and we will attend to them immediately.

Please note: in special/unforeseen circumstances it may be necessary to change your accommodation at very short notice before you arrive or once you are here and the school reserves the right to do this. We guarantee to provide accommodation for the period you have booked but not necessarily with the same homestay or in the same category for the whole period.

There will be a weekly special diet supplement applied to special diets such as coeliac, gluten intolerant or lactose intolerant. The weekly diet supplement is clearly stated in our Dates and Fees.

Insurance

We strongly recommend that you travel with adequate insurance.

A good student insurance policy will cover expenses incurred if a student has to go home early, flight cancellations or medical expenses.

Our recommended insurers are Gibbs Denley (https://www.gdis.co.uk/). Student Studyguard provides travel insurance specifically designed for students travelling outside their country of residence to undertake a course of study anywhere in the world.

You are entitled to a 'cooling off' period of 14 days with the right to free cancellation. We will refund in full all fees paid for any course cancelled within 14 days of booking. After this period the following rules will apply:

Pre-Arrival Cancellation

All cancellations must be made in writing.

Registration and Accommodation Fees are non-refundable in all circumstances.

If you cancel more than 28 days before the course starts, we will refund all payments minus the registration fee, accommodation fee and one week of tuition + accommodation.

If you cancel 28 days or fewer before the start of the course, no refund will be given. If possible, we will give you a credit note for future use.

If you cancel your course because your Visa application has been refused you will need to provide documentary evidence from the relevant embassy before any refund can be considered. Once we receive a copy of all pages of the Visa Refusal letter including the last page with the signature of the ECO and date of refusal, plus our original letter of enrolment, we will refund all payments received minus the enrolment fee, accommodation fee and bank charges.

Any refunds due will be made to the person or organisation that made the payment. If you paid by credit card or bank transfer then the fees will be refunded to the same account.

Postponement of your course or accommodation

In case of postponements, a discretionary credit note may be issued. The credit note will be valid for 12 months from the date of issue.

If fees have increased during this time, the difference will become payable. Credited fees cannot be transferred to another person.

Cancellations/changes for course or accommodation after arrival

All changes must be made in writing or by email to study@ihtorquay.uk

You are able to upgrade if possible, but we do not give a refund if you cancel, curtail your stay or change to a cheaper course after arrival.

We are unable to offer credit notes to students who leave early.

If you cancel your homestay, we will refund all accommodation fees except the next two full weeks.

If you cancel our Hotel or Apartments without 28 days' notice then we would only refund if we are able to re-let the accommodation during the time of your booking.

Periods of absence due to accident or sickness are non-refundable – we recommend booking a student insurance as this will be covered under their policy.

Attendance

IH Torquay takes attendance at the school very seriously and expects students to attend every lesson, to be on time and do all their homework.

The school keeps a record of each student's attendance at every lesson and calculates total attendance each week.

If a student is sick, they must: a. For sickness of up to 7 days, complete a self-certification sickness form on their return. b. For sickness for 8 days or more, provide a 'fit note' from their doctor.

If you miss a lesson, for any reason, we cannot give a refund or allow you to take the lesson at another time.

If a student's attendance is poor the school will try to help the student improve. If this does not lead to improvement it may result in the student being asked to leave the school.

If a student is asked to leave the school for poor attendance or conduct, their fees will not be refunded.

To receive a course certificate a student must attend at least 80% of their lessons.

Bank account

If you are enrolled in school for 6 months or more, the school can help arrange for you to open a bank account.

Photographs and filming

Classes cannot be filmed or recorded in any way, including audio only, without the permission (in writing) of either the Director/Owner, School Director or Academic Manager.

IH Torquay may use film or still photographs for promotional purposes.

You (or your parent if you are under 18) will be asked to give consent for images or videos to be taken and/or used.

Conduct

For your own benefit and the benefit of your fellow students, you are expected to speak in English at all times and behave respectfully to other students, staff and accommodation providers. In a multinational environment it is vital to respect cultural, racial and religious differences.

IH Torquay reserves its right to refuse admission to any student or to dismiss any student from school or accommodation without any refund in the event of misconduct.

IH Torquay expects students to behave responsibly online and to follow the school's guidelines on internet use, including not downloading or sharing any illegal or inappropriate material.

IH Torquay expects all students to uphold the core British values of democracy, individual liberty, tolerance and the rule of law.

Students will have to pay for any damage they cause to the school premises or their accommodation.

Complaints

If you have a problem whilst you are in the school, please let us know immediately so we can help you.

The complaints procedure is detailed in your Student Handbook

The complaint can only be accepted if it is made while the student is attending our school – we do not accept complaints received after the student has returned to their home country.

The complaint is only valid if all invoices relating to the student making the complaint have been settled in full.

In the event of a matter being unresolved an external independent adjudicating panel would be set up with a legal representative and English UK support member. In this case the complaint should be put in writing and sent to The Ombudsman, English UK, 47 Brunswick Court, Tanner Street, London SE1 3LH. info@englishuk.com

In the event of a matter being unresolved an external independent adjudicating panel can also be set up with a legal representative and Eaquals' support member. In this case the complaint should be put in writing on the Eaquals Complaint Form and sent to info@eaquals.org

Liability

IH Torquay does not accept any liability in the case of illness, accident, loss or damage to personal items or property occurring on the school premises or where accommodation/transport has been booked through the school – except where such liability is imposed under UK law

IH Torquay does not accept any liability for losses or additional expenses due to cancellation or delays to your travel service – we strongly recommend that you travel with adequate insurance.

Force Majeure

IH Torquay is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane, infectious diseases or pandemics or other natural disasters that are beyond the reasonable control of the parties), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, internet or telephone service. Refunds will not be made in such circumstances.

In the event of an outbreak of an infectious disease, all students and or parents/guardians are required to comply with rules regarding quarantine as set by government agencies or by the school.

If the school asserts Force Majeure as an excuse for failure to perform its obligations, then the school must prove that it took reasonable steps to minimise delay or damages caused by unforeseeable events, that the school substantially fulfilled all non-excused obligations, and that the other party (student, agent etc.) was, where possible, notified of the likelihood or actual occurrence of the event.

Other

The school reserves the right to cancel or alter a course. If we do so, we will offer an alternative course or a refund of all fees. If the student decides not to take the alternative course offered, IH Torquay will not be liable for any losses incurred by the student for cancelled travel arrangements.

The school reserves the right to alter dates, fees and any particulars in the brochures without prior notice.

The Director of the school reserves the right at their discretion to refuse an enrolment for any student at any stage of the application process. The School shall be under no obligation whatsoever to give reasons for the decision of the Director. If an enrolment is refused, all payments received will be refunded.