

## Terms and Conditions

**1. These terms and the offer for each particular course (together the 'Terms and Conditions') set out the contractual terms which apply between INTO TEFL Ltd., Delta Language Training and Consultancy Ltd., trading as Norwich Institute for Language Education (NILE), part of the INTO Group, when partnering with an overseas organisation and those applying for (the Applicant) and following (the Course Participant) open-enrolment courses (the 'Course') provided by both companies.**

- As such, Applicants should ensure they read the Terms and Conditions very carefully before submitting their application for admission to INTO TEFL.

## **2. Application to the Course and Confirmation of Acceptance**

- To apply for a place on a Course, Applicants should complete their application form and submit it to [delta.admin@nile-elt.com](mailto:delta.admin@nile-elt.com)
- INTO TEFL may accept or reject applications at its absolute discretion. If INTO TEFL accepts the application, INTO TEFL will issue a written confirmation.
- After these steps are complete, the contract between the applicant and INTO TEFL is formed.

## **3. Tuition fees and payment**

- A non-refundable deposit of 20% towards the course fee is payable on acceptance onto a Course.
- The balance of fees payable for the Course, must be paid to INTO TEFL no later than four weeks prior to the start date of the Course.
- For places offered within four weeks of the start date, the full fees are due immediately.
- The course fee of €1350 include the external registration fee which INTO TEFL shall make to Cambridge on the candidate's behalf.
- The invoice including tuition fee must be paid in full by bank transfer, credit card or debit card.

- If bank charges are incurred by INTO TEFL on such payments, where these charges have been incurred through no fault of INTO TEFL, these will be re-invoiced to the applicant's account, so that INTO TEFL receives the payment due in full.
- Tuition fee deposits are non-refundable unless the intending course participant proves to be unable to meet visa entry requirements (in which case he or she will be required to provide an official visa rejection letter to NILE – further details of this are set out in section 8 below).
- Any variation to standard payment terms can only be made by prior agreement in writing with the NILE Director.

#### **4. Overdue fees**

- In cases of payment of any of the fees owed by the Applicant / Course Participant being overdue, INTO TEFL reserves the right to suspend or cancel tuition and to charge interest on the outstanding balance. Interest will be charged on any outstanding fees at the rate of 2.5% above the base rate of HSBC Bank per month or part thereof from the due date until payment.
- INTO TEFL reserves the right to withhold any academic results or certificates, if any fees are still owed by the Course Participant at the end of their Course.

#### **5. Cancellation charges**

- Course delivered in-country or online:
  - Cancellation more than 4 weeks prior to the course start date: full refund of fees
  - Cancellation 2 – 4 weeks prior to the course start date: half refund of fees
  - Cancellation less than 2 weeks prior to the course start date: fees will not be refunded but can be applied to a later course subject to mutual agreement

Any eligible refunds will only be paid to the account from which the fees were paid.

## **6. Leaving a Course early**

- If the Applicant wishes to withdraw from their Course, they must notify INTO TEFL in writing as described above in the section 'Cancellation charges'. Once the Applicant has commenced their course there will be no refund of fees.

## **7. Contracts made by distance communication**

- If INTO TEFL has made its offer for a place on the Course and the offer has been accepted by the Applicant solely by means of distance communication (i.e. if up to the point when the contract is concluded there has been no face-to-face contact between the applicant and INTO TEFL or INTO TEFL's representative) then the contract between INTO TEFL and the Applicant is a 'Distance Contract'.

Applicants are entitled to cancel a Distance Contract at any time up to the earlier of:

- 14 days from the date when the Distance Contract is concluded; or
- the date on which the Applicant starts the Course.

In order to cancel the Distance Contract, the contracted Course Participant must inform INTO TEFL in writing at 78-80 Upper St Giles Street, Norwich, NR2 1LT, UK or registrar@nile-elt.com within the time periods set out above. If any payment has been made by the applicant to INTO TEFL under these 'Terms and Conditions' prior to the date of cancellation then a full refund will be provided by INTO TEFL using the same payment type as soon as possible but, in any event, within 30 days of receipt of the applicant's notification of cancellation.

Please note that the terms of the Distant Contract do not apply to accommodation fees.

## **8. Cancellation or deferral because of Visa refusal/Visa delays**

- Contracted Course Participants are entitled (provided such refusal / delay is not the result of any fraudulent activity) to cancel or defer a Course due to refusal or non-receipt of a necessary visa, providing that they inform the NILE Registrar in writing and send evidence to INTO TEFL of the visa refusal or that the contracted Course Participant advises INTO TEFL that they have not yet received the relevant visa from the Embassy as early as possible (and in any event no later than the proposed Course start date).

- Cancellation charges will not be incurred in the circumstances described above provided that the contracted Course Participant complies with the notice requirements set out and any deposit and/or tuition fees already paid will be refunded to the account from which the fees were paid within four weeks. Failure to provide the relevant information in the timescales set out above will result in normal cancellation charges applying as set out in paragraph 6 and no fee already paid will be refunded.
- If the visa refusal states that the visa has been refused due to any type of fraudulent activity by (or with the approval of) the contracted Course Participant then he or she will be liable for the full deposit, which will become non-refundable and also the total of all claims, damages, losses (including consequential and indirect losses) and expenses incurred as a result of such fraud and the need to comply with any associated internal or external investigation.

## **9. Deferrals**

- A contracted Course Participant may defer to a later Course if he or she has been prevented by serious external events from starting the Course. An external event includes (without limitation) serious illness or injury of the contracted Course Participant or of a close member of her/his family.
- Anyone needing to defer in unavoidable circumstances must ensure that any request to do so is accompanied by a full explanation of the reasons for the request, is presented in writing and reaches the NILE Registrar in the UK before the Course start date. The request should also include details of the preferred new start date for the same Course type or alternative Course start date.
- All deferrals are subject to the availability of the requested chosen new Course start date at the time INTO TEFL receives the request to defer.
- Any further deferral requests will be considered by INTO TEFL on a case-by-case basis and acceptance of a deferral request will be at INTO TEFL's sole discretion.
- If the deferral is due to visa refusal, the provisions set out under paragraph 8 above will apply.
- Any deferred teaching practice is unlikely to take place in Malta.

**10. Academic criteria and attendance**

- Applicants are accepted onto their Course on the strict understanding that certification at the end of the Course is conditional upon satisfactory attendance and meeting Cambridge assessment criteria.
- By completing a Course application form, the Applicant accepts that if they fail to attend classes without good reason, or without the permission of the Main Course Tutor, they will be required to confirm in writing their wish to withdraw from assessment on CELTA.

**11. English language and other admissions criteria**

- The level of English required for participation on the CELTA is minimum C1+ and the Applicant accepts that application for a Course where the stipulated level is higher than the Applicant's language level is done entirely at the Applicant's risk, as that may jeopardise the Applicant's full and successful participation in the Course.
- The minimum age for CELTA courses is 18.

**12. Applicants' information**

- Applicants agree that copies of regular reports, e.g. on their attendance, can be supplied to sponsors without notification.
- INTO TEFL is obliged to report visa status, attendance records and UK contact details to relevant UK government bodies and will do so in accordance with its legal obligations under relevant legislation (including under the Data Protection Act 2018).
- the administration of justice;
- the exercise of any functions of either House of Parliament;
- the exercise of any functions conferred on any person by or under any enactment;
- the exercise of any functions of the Crown, a Minister of the Crown or a government department; and/or
- the exercise of any other functions of a public nature exercised in the public interest by any person i.e. necessary for legitimate purposes and justified by the Data Protection Act.

INTO TEFL may disclose information about the applicant/course participant for the purposes of (without limitation):

INTO TEFL will process personal information provided to it by applicants/course participants in accordance with the Data Protection Act 2018, General Data Protection Regulation 2018 and any other applicable data protection legislation.

INTO TEFL will only use the personal information provided to it by applicants/course participants in order to provide and administer the course. Any personal data shared is in accordance with the General Data Protection Regulation (GDPR) 2018 and with any other applicable data protection legislation.

Applicants/course participants acknowledge and agree that by providing their personal details they accept that INTO TEFL may also pass their personal data to external agencies or other selected third parties for the purposes of undertaking academic audits or ensuring compliance with INTO TEFL's regulatory responsibilities.

Further details are outlined in NILE's [privacy statement](#).

### 13. **Liability**

- Subject to the following, INTO TEFL (including its staff and/or representatives) will have no liability to the Applicant / Course Participant for any loss, damage, costs or expenses arising under or in connection with these 'Terms and Conditions' except where such loss or damage is directly caused by INTO TEFL (or its staff or representatives).
- Where such loss or damage is directly caused by INTO TEFL (or its staff or representatives), INTO TEFL's liability will, subject to the following, be limited to 150% of all fees paid or payable by the applicant/course participant to INTO TEFL.
- Nothing in these 'Terms and Conditions' shall exclude or restrict INTO TEFL's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.
- INTO TEFL shall have no liability for failure or delay to supply the Course and/or any service contemplated by these Terms and Conditions caused by unforeseen factors or circumstances which are outside of INTO TEFL's reasonable control. Such factors or circumstances include, but are not limited to, staff illness; the partner organisation, in this case ESE, ceasing trading; severe weather; fire; restrictions imposed by

government or public authorities; epidemic; pandemic; strikes or other forms of industrial action or a terrorist attack or the threat of a terrorist attack. In the case of unforeseen circumstances beyond the reasonable control of INTO TEFL, INTO TEFL will contact the Applicant / Course Participant to advise a new commencement or recommencement date regarding the Course or alternatively to advise of an alternative course of action with the Applicant / Course Participant.

#### 14. **Disclaimer**

- The information provided by INTO TEFL in publicity material, printed and online, is correct at the time of going to press and the Courses and services described therein are those which INTO TEFL is planning to offer. However, INTO TEFL reserves the right to amend, add or remove any Course and/or services set out in this material and/or the timetable, delivery, content, syllabus and assessment of such Courses. INTO TEFL therefore strongly recommends that immediately prior to making any application to INTO TEFL or accepting any offer from INTO TEFL, applicants should refer to the most up-to-date version of the Course descriptions and the specifications and regulations.
- INTO TEFL also reserves the right to make variations to the contents and methods of delivery of the Courses and services, to discontinue Courses and services, and to combine and merge Courses, if such action is reasonably considered to be necessary by INTO TEFL.
- Applicants to INTO TEFL Courses will be notified as soon as practicable of any material changes likely to have a bearing on their application, such as cancellation of, or major modification to Courses offered, and changes to fees.
- INTO TEFL, in marketing its Courses, aims to comply with the British Code of Advertising Practice issued by the Advertising Standards Authority.

#### 15. **Equal opportunities**

- INTO TEFL operates an equal opportunities admissions policy. It aims to ensure that no applicant will receive less favourable treatment on the grounds of age, sex, marital status, race, colour, nationality, ethnic origin, sexual orientation, or political or religious belief.

INTO TEFL welcomes applications from candidates with disabilities.

**16. Changes to these Terms and Conditions**

- INTO TEFL reserves the right to vary these Terms and Conditions without the consent of the Applicant at any time prior to entering into a contract with the Applicant. In such circumstances, INTO TEFL will provide a revised set of Terms and Conditions.

**17. Transfer of these Terms and Conditions**

- INTO TEFL may assign, transfer, or sub-contract in whole or in part some or all of the benefit and/or burden of these Terms and Conditions.

**18. Severance**

- If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) are invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these 'Terms and Conditions' shall not be affected.

**19. Governing law and jurisdiction**

- The formation, existence, construction, performance, validity and any dispute (including non-contractual disputes) arising out of or in connection with the subject matter or formation of these Terms and Conditions shall be governed by and construed in accordance with English law.
- The English Courts will have exclusive jurisdiction to settle any disputes (including any non-contractual disputes), which may arise out of or in connection with these Terms and Conditions. Applicants / Course Participants and INTO TEFL agree to submit to the exclusive jurisdiction of the English Courts.

This information is available in different formats. Please contact INTO TEFL to request a copy.