



MACKENZIE

School of English

TERMS & CONDITIONS

1. Application

1.1. These terms and conditions shall apply in all cases to the provision of Services by the School.

1.2 In the event of conflict between these terms and conditions and any other terms and conditions (of the Client or otherwise), the former shall prevail unless expressly otherwise agreed by the School in writing.

2. Definitions

2.1 In these terms and conditions, unless the context otherwise requires, the following expressions have the following meaning:

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when banks in Edinburgh are open for business;

"**Client**" means the individual, firm or corporate body which purchases Services from the School;

"**Commencement Date**" means the date of commencement of the Services, as confirmed by the School to the Client at the time of booking;

"**Contract**" means the contract between the School and the Client for the supply of Services in accordance with these terms and conditions;

"**Deposit**" means the non-returnable deposit of 20% of the Fees, or such other percentage as the School may request in its sole discretion;

"**Fees**" means the fees which the School charges for the Services (including the Deposit);

"**Fees Payment Date**" has the meaning given in clause 4.2;

"**Intellectual Property Rights**" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

"**School**" means The Mackenzie School of English Limited, a company incorporated in Scotland under the Companies Acts (registered number SC331852) and having its registered office at 6 John's Place, Edinburgh, EH6 7EL;

"**Services**" means the provision of education programmes and/or courses by, or on behalf of, the School to the Student; and

"**Student**" means any person enrolled in a programme and/or course offered by the School as a result of the Contract.

2.2 The headings in these terms and conditions are for convenience only and shall not affect their interpretation.

2.3 Words importing one gender shall include the other gender.

2.4 Any notice or communication sent by e-mail, facsimile transmission or similar means shall be deemed to satisfy any requirement for it to be in writing.

3. Contract

The Contract between the School and the Client will only exist when a booking is accepted in writing by the School and the Deposit is paid in full by the Client.

4. Payments

4.1 The Deposit is immediately due and payable by the Client to the School as soon as the booking has been accepted and the invoice for the Deposit has been issued by the School.

4.2 The balance of the Fees must be paid by the Client in full not less than one month prior to the Commencement Date or by such other date as the School may in its sole discretion decide ("**Fees Payment Date**").

4.3 Payment of the Fees shall be made by the Client by bank transfer to such account as the School specifies on its invoice. All payments must be made in pounds sterling. For the avoidance of doubt, payment of any applicable bank charges relating to the bank transfer shall be borne by the Client.

4.4 In the event of the Client failing to pay the balance of the Fees by the Fees Payment Date (time being of the essence), the School will be entitled to immediately cancel the Contract upon giving notice in writing to the Client and the School shall retain the Deposit.

5. Study Visa

Subject to the Fees due in respect of that Student having been paid in full, the School will use reasonable endeavours to support a Student in connection with a Visa application but the School accepts no responsibility for decisions taken by Government departments or agencies in respect of the application. No Student requiring a Visa will be allowed to commence their course without obtaining that Visa. If the Student's arrival is delayed because a Visa application is still being considered, the School and the Client will seek to agree a new Commencement Date but in these



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circumstances the original accommodation cannot be guaranteed. In the event of the School being notified that a Visa application has been refused, the School will be entitled to treat that as notice of cancellation of the Contract by the Client and clause 6.1 will apply. All Visa letters which are required to be sent by courier will be subject to a charge of £55 which shall be borne by the Client.

6. Client cancellation

6.1 The Client may cancel the Contract in respect of a Student with immediate effect at any time upon giving notice in writing to the School, providing sufficient information to allow the School to identify the booking. If the Client cancels the Contract prior to the Fees Payment Date, the Client shall be entitled to a refund of the amount of Fees paid by the Client less any applicable bank charges incurred by the School in refunding the Fees and the Deposit which shall be retained by the School. If the Client cancels the Contract after the Fees Payment Date, the Client shall not be entitled to any refund of the Fees paid unless otherwise agreed by the School.

6.2 In the event of a Student deciding at any stage during the Contract not to continue their programme and/or course, the School will be entitled to treat that as notice of cancellation of the Contract by the Client and clause 6.1 shall apply.

7. Consequences of cancellation

7.1 On cancellation of this Contract for any reason, the Client shall immediately pay to the School all outstanding sums due to the School under this Contract.

7.2 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after cancellation of this Contract shall remain in full force and effect.

7.3 Cancellation of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of cancellation, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of cancellation.

8. Expulsion

8.1 The School reserves the right to expel any Student whose behaviour is, in the School's sole opinion, considered to be inappropriate and/or unacceptable. In such circumstances, the Client shall be entitled to immediately cancel the Contract upon noting in writing to the Client and retain the Fees paid. In addition, the Client will be solely responsible for organising, supervising and meeting the cost of the Student's journey home.

8.2 For the avoidance of doubt, inappropriate and/or unacceptable behaviour shall include, but is not limited to, under age drinking of alcohol, possession or use of illegal drugs, smoking in restricted areas, and malicious damage to property, threatening or aggressive behaviour, law breaking and breach of curfews.

9. Insurance

The School does not provide a Student with health, accident or travel insurance for his stay in the United Kingdom and it is recommended that the Student takes out fully comprehensive insurance cover.

10. Medical and Dietary Information

10.1 It is essential that the School is made of any medical condition from which a Student suffers and/or any special dietary needs of a Student at the time that a booking is made so that the School can assess whether it is adequately equipped to deal with the condition and/or special dietary needs. If not, the School will decline the booking.

10.2 Any Student who arrives with a medical condition and/or any special dietary needs which were not previously disclosed may be asked to leave if the School reasonably feels that it is not equipped to deal with the Student. In such circumstances, the School will be entitled to immediately cancel the Contract upon noting in writing to the Client and retain the Fees. In addition, the Client will be solely responsible for organising, supervising and meeting the cost of the Student's journey home.

11. Supervision

The School's programme does not include 24 hour supervision of a Student. A Student will be given an emergency telephone number which he will be able to use 24 hours a day.

12. Photography and Filming

The School from time to time may take photographs and videos of the Students for promotional purposes. The School will at all times respect the wishes of any Student who does not wish to participate in such promotions. If a Student does not indicate that he is unwilling to participate in such photographs and videos it will be deemed that he has given his consent to appear.



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13. Public/Bank Holidays

The School will be closed for certain public and/or bank holidays each year. The dates of closure will be published on the School's website.

14. Transfers

14.1 The School shall arrange the transfer of Students to and from a local airport. The Client shall be responsible for advising the School of all necessary travel information to arrange the transfer including, but not limited to, the Student's arrival/departure time, flight numbers and airline and of any changes thereto at least seven days prior to the scheduled date of arrival/departure. In the event of the School not being provided with the necessary travel information in sufficient time to arrange the transfer, the School cannot be held responsible for any loss or damage thereby arising.

14.2 Students are expected to arrive at and to depart from their accommodation between the hours of 06:30 and 23:00, or such other times as the School will notify the Client. The School must be notified by the Client on confirmation of booking should flight arrivals or departures be outwith the specified hours. The School reserves the right to charge the Client for all arrivals or departures outwith the specified hours for all additional costs thereby incurred by the School, including, but not limited to, additional expenditure in regard to staffing and transport. This supplement will be due and payable by the Client on receipt of the relevant invoice.

15. Programmes and Services

Details of the School's programmes are given in good faith. The School, however, reserves the right to make changes to programmes, courses timetables and accommodation as operational requirements dictate. In particular, the School will be entitled to alter the content, timing and location of courses in addition to the type of accommodation given. The School undertakes at all times to provide Services of a comparable quality to those advertised or to refund a fair proportion of the Fees when this does not happen. No further claim will lie against the School.

16. Unnecessary accommodation changes

Any requests to change a Student's accommodation which is deemed unnecessary by the School and its home-stay provider will be charged a supplement equal to the remainder of the Student's stay in the accommodation.

17. Indemnity

The Client will indemnify the School against any liability, loss, damage, injury, cost or expense sustained by the School or its employees or by any third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to, or arises from, the acts or omissions of the Student. This clause shall survive cancellation of the Contract.

18. Liability

Except in respect of death or personal injury caused by the School's negligence, the School will not by reason of any representation, implied warranty, condition or other term, or any other duty at common law, or under any express terms of the Contract be liable to a Student for any loss, damage, costs, expenses or other claims, whether caused by the School or its employees (or those for whom it is responsible in law) in connection with the performance of the Contract. This clause shall survive cancellation of the Contract.

19. Force Majeure

19.1 The School will not be responsible for any failure to comply with any of its obligations if the failure is occasioned by any cause beyond the School's reasonable control nor shall the School be responsible for any costs incurred by or on behalf of the Client and/or a Student as a result of any such cause. Such causes include, but are not limited to, war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster and unusually adverse weather conditions.

19.2 Without prejudice to the terms of clause 19.1, the School will use reasonable endeavours to provide the necessary care for a Student affected by causes beyond its control but the cost of extra accommodation, travel and other expenses thereby resulting will have to borne by the Student. In any such case, the Student might have to be housed in emergency accommodation which may not be of the same standard or located in the same geographical area as the accommodation that would otherwise be provided by the School. If, notwithstanding that it has no obligation to do so, the School covers any costs for which a Student is responsible, the Client shall be bound to refund the School in full.

20. Student acceptance

It is the responsibility of the Client to ensure that a Student and their parents/guardians understand and accept the School's terms and conditions of business. In the event of a Student successfully claiming that they are not bound by the terms and conditions, the Client shall indemnify the School against any loss thereby arising.



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21. Residential Deposit

Students in residential accommodation need to pay a deposit of £40 on arrival to cover the cost of lost keys or damage.

22. Intellectual Property Rights

All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the School. All materials provided by the School in connection with the Services are the exclusive property of the School.

23. Severability

If any part of these terms and conditions are found by a court, tribunal or other administrative body of competent jurisdiction to be unenforceable or invalid for any reason, that provision is to be severed from these terms and conditions and the remaining provisions of these terms and conditions will otherwise remain in full force.

24. Notices

24.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or e-mail.

24.2 A notice or other communication will be deemed to have been received: if sent by first-class post, two Business Days after posting; if sent by airmail, seven Business Days after posting; if delivered by commercial courier, on delivery; if sent by facsimile, on receipt of a successful transmission report from the correct number; and if sent by e-mail, on receipt of a delivery or read receipt mail from the correct address.

24.3 The provisions of this clause 24 shall not apply to the service of any proceedings or other documents in any legal action.

25. Assignment

The School may at any time assign, transfer, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. The Client shall not, under any circumstances, assign, transfer, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the School.

26. Third Party Rights

A person who is not a party to the Contract shall not have any rights to enforce its terms.

27. Variation

Except as set out in these terms and conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties.

28. Waiver

No delay, act or omission by either party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.

29. Entire Agreement

The Contract constitutes the entire agreement between the parties in relation to its subject matter. No other terms apply.

30. Applicable Law and Jurisdiction

The Contract shall be governed and construed in accordance with Scots Law and the parties submit to the exclusive jurisdiction of the Scottish Courts.