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PARTNERSHIP AGREEMENT

Terms & Conditions

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1. Introduction

Shumei Eiko Ltd, trading as Chaucer College, is a UK registered educational charity specialising in the delivery of online and classroom based English language courses to international students. Full board residential and homestay accommodation is offered throughout the year to those students wishing to stay on campus or to live with a local family. Depending on the programme of study, Chaucer College's courses are open to individual and Group bookings. The minimum Group size for a Group booking is six students.

These terms and conditions shall apply to all classroom based residential and homestay Group bookings. Agencies, schools and all other educational partners who are enrolling Groups of students with the College must familiarise themselves with this agreement before making any bookings. Any questions or concerns about these terms and conditions should be directed to Chaucer College's administrative team at study@chaucercollege.co.uk.

These terms and conditions are routinely reviewed and updated. They are to be read in conjunction with a Group's Reservation Schedule.

2. Parties & Definitions

- **'You'** are the Partner who has entered into this Agreement acting on behalf of a Group and are subject to these terms and conditions. Any reference to 'you', 'your', 'agency', 'educational partner' or 'school' are considered as equivalent.
- **'We'** are Chaucer College owned by Shumei Eiko Ltd. Any mention of 'we', 'our', 'the company', 'Chaucer College', 'Shumei Eiko Ltd' or 'the College' are considered equivalent.
- **'Group'** means the cohort of six or more students enrolled by you onto our courses. Any mention of 'Group', 'a Group', 'Group members' or 'students' are considered equivalent.
- **'Student'** means a single student enrolled onto one of our courses. Any mention of 'student', 'a Group member' or 'a member of the Group' are considered equivalent.
- **'Group Leader'** means the person holding day-to-day responsibility for a particular Group throughout its time at the College. Any mention of the 'Group Representative', 'Group Leader' or 'the person responsible for a Group' are considered equivalent.
- **'Course'** means the programme of study onto which a Group is enrolled. Any mention of 'course', 'the course', 'the programme', 'the course programme' or 'course schedule' are considered equivalent.
- **'Campus'** and **'Site'** mean all the premises forming Chaucer College at University Road.

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3. Safeguarding

- Chaucer College is committed to safeguarding and promoting the welfare of all its students. We will ensure continuous improvement and development of robust safeguarding processes and procedures that promote a culture of safeguarding amongst our staff. All our staff are enhanced DBS checked and trained in safeguarding.
- Our Designated Safeguarding Lead (DSL) is Professor Mitsutoshi Horii. He can be contacted:
 - By phone – 01227 787800 (24-hours)
 - By mobile – 07771 636407 (daytime)
 - By email – m.horii@chaucercollege.co.uk
 - By letter – Chaucer College, University Road, Canterbury, Kent, CT2 7LJ
- You must take all reasonable steps to ensure that Group Leaders accompanying Groups are suitable to work with and take care of the students for whom they are responsible. You will be requested by the College to provide written evidence that these steps have been taken by way of a signed declaration.
- Chaucer College reserves the right to cancel a Group booking if you are unable or unwilling to demonstrate that all reasonable steps have been taken to ensure that a Group Leader is a suitable to work with and take care of students. In such cases, no refund shall be made.
- Unless it would present a disproportionate risk to a student or Group, you must report any safeguarding concerns directly to the College's DSL.

4. Insurance

- You must ensure that Groups and Group Leaders have comprehensive travel insurance to cover all aspects of a booking, including but not limited to:
 - Loss of deposit and fees
 - Travel disruption
 - Missed or cancelled flights
 - Student medical/health issues
 - Student death, injury or illness
- Chaucer College may request to see a Group's insurance policy prior to their arrival date. We cannot be held responsible for any damage, costs or losses that may be suffered by a Group.
- Chaucer College will be responsible for the insurance of the premises against fire and all other risks normally covered by us during the course and we will notify our insurers

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of the presence of Groups and Group Leaders.

5. Deposit & Payment

- A £100.00 GBP non-refundable deposit per student is to be paid directly to Chaucer College (Shumei Eiko Ltd) on receipt of a proforma invoice.
- This deposit serves only to secure each student's place on a course and does not cover any other costs that may accrue during a Group's stay (e.g., charges for any damage caused, medical bills, etc.)
- Payment for course fees is to be made at least four weeks before course arrival date. Otherwise, Chaucer College will charge a late payment fee of 2.5% of the groups course price, per week that the fees are late by.
- Where we reach maximum booking capacity or for any other significant business reason, Chaucer College reserves the right to release, advertise and sell any and all course places that have not been secured by payment of a deposit.
- A paid deposit will secure a student's place up to 4-weeks prior to the course start date, whereupon the full remaining balance of fees is to be paid directly to Chaucer College (Shumei Eiko Ltd).
- If you fail to pay the full remaining balance of fees at least 4-weeks prior to the course start date, Chaucer College reserves the right to advertise and sell a Group's course places to other agencies and their equivalents, irrespective of whether a deposit has been paid to secure each student's place. In such cases, no refund of the deposit shall be made.

6. Commission

- Prices for Groups are net fees and Chaucer College will not pay commission.

7. Exclusivity Agreements

- Chaucer College will not enter into a formal exclusivity agreement with you. A non-legally binding arrangement may be reached between the College and you, in which case the College may opt out of any such arrangement at any time without giving you prior notice.

8. Cancellation & Refund Policy

- a. A refund of 80% of prepaid fees (not including the deposit) will be made if a student cancels seven or more working days before the course start date.
- b. No refund will be made if a student cancels six or fewer working days before the course start date (except where that cancellation arises as a result of COVID-19 related issues – see C below).
- c. A refund may be made (not including the deposit) if a student cancels six or fewer working days before the course start date where that cancellation arises as a result of COVID-19 related issues (e.g., a student tests positive for an infection and is unable to

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travel). Any such refund will remain wholly at the discretion of Chaucer College and will be set against any committed costs paid by us.

9. Visas

- You are responsible for ensuring that all Group members hold the correct visa to enter and remain in the United Kingdom for the duration of a course.
- In the event of an incorrect visa being used, Chaucer College reserves the right to terminate a Group's course (or an individual member of a Group's place on that course) immediately. In such cases, no refund shall be made.
- Chaucer College may be required to inform the United Kingdom's Border Agency or other immigration authorities in the event of the non-arrival of a Group, unsatisfactory attendance or where a course is prematurely terminated for any reason.

10. Visa Refusal

- If a visa application is rejected and we receive written evidence at least seven working days before the course start date by way of an official 'Refusal of Entry Clearance Letter', we will refund the fees received in full (including the student's deposit), less an administration fee of £150.00 GBP. Where we receive this evidence, the refund will be paid to you within four weeks of your providing us with bank details and signed authorisation that the refund should be paid into that account.
- If written evidence of a refusal is received six or fewer working days prior to arrival, then the refund will be paid less the administrative fee and the student's non-refundable deposit.

11. Force Majeure & Pandemic Situations

- Chaucer College is not responsible for any events outside its reasonable control that may cause closure of part, or all of the College, the cancellation of any classes, courses or any other services provide. Such events may include, but are not limited to war, public disturbances, pandemics, road closures and incidents, acts of terrorism, industrial dispute, natural weather disaster or factors outside of the College's control. Whenever reasonable and practical, Chaucer College will endeavour to offer compensatory classes, however, this cannot be guaranteed. The College will not be responsible for any costs incurred by you or on behalf of Groups as a result of any such event.
- The year 2020 saw the worldwide Covid-19 pandemic which prevented free travel between countries. In such a situation as this, the College will abide by UK rulings, advice and legislation. You will be responsible for ensuring anyone travelling to the UK has met any stipulated travel requirements, such as, but not limited to, testing, vaccination, quarantine, and social distancing. Should a pandemic situation arise, Chaucer College will inform you of any travel requirements where possible.
- Chaucer College reserves the right to modify its terms and conditions, considering any

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UK legislation, advice or rulings related to a pandemic situation. Any additional costs associated with a pandemic shall be borne to you (the visiting group).

- Any delay in being able to travel due to a pandemic, Chaucer College, at its discretion will endeavor to extend your stay, or help you find suitable accommodation. Costs for meals will be £25.00 per day.

12. **Damage, Injury or Loss**

- You will notify Groups that they must pay for any damage or injury or loss by any member of a Group. Groups shall not be liable for any damage or loss where the same results from ordinary wear and tear or death or personal injury resulting from our negligence.

13. **Student Data & Data Protection**

- You will provide to us no later than four weeks before a Group's arrival date a Student List that contains the following information:
 - Agency (or equivalent) name.
 - Group name.
 - Arrival and departure dates.
 - Arrival and departure flight information (flights, airlines, airports and times).
 - Total number of students and Group Leaders in the Group.
 - First names and family names of each student and Group Leader.
 - Date of birth and age of each student.
 - Gender of each student and Group Leader.
 - Group Leaders' mobile contact numbers.
 - Nationality of each student.
 - Passport number of each student and Group Leader
 - Any relevant information about student food allergies and intolerances.
 - Any relevant information about student medical conditions and illnesses.
 - Room sharing preferences (students should be put into pairs).
- You will ensure that all student and Group Leader data is collected and processed in accordance with all applicable laws and regulations relating to data protection. Pursuant to our Data Protection Policy, we will equally ensure that our data processing meets the requirements of the United Kingdom's General Data Protection Regulation and Data Protection Act 2018.

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14. Statement of Inclusivity

- Chaucer College shall not refuse to accept or treat any Group or Group member less well than another because of their race, religion, home language, family background, gender, disability, and/or special educational needs.
- In the case of disability or other additional need, Chaucer College will make all necessary and reasonable adjustments. It is your responsibility to ensure that any relevant disabilities or additional needs are communicated to us (and in sufficient detail) before a Group arrives so that we may make such reasonable adjustments.

15. Course Timetable

- We will provide you with a Course Timetable upon receipt of a Group's deposit payment (or as otherwise arranged).
- A Course Timetable is designed to give you, Group Leaders, students and parents a visual representation of each week's provision. It may include:
 - Arrival and departure dates and times
 - The start and finish times of each day's tuition
 - The start and finish times of each day's meals (where applicable)
 - The start and finish time of each day's afternoon activities (where applicable)
 - The start and finish time of each day's evening activities (where applicable)
 - The dates, times and destinations of full and/or half-day trips (where applicable)
 - Any other important information (where applicable)
- Course Timetables are wholly illustrative and are subject to change at any time without prior notice.
- Any and all changes to course timetable (such as structure, trips, and any other adjustments and changes) must be requested and communicated at least four weeks in advance. We will endeavor to action these for you. If any requests are made within four weeks of arrival, we are unable to guarantee that any adjustments or changes can be made.

16. Arrival & Departure

- Arrival and departure day is flexible outside of the Junior Summer Camp, which is on a Monday.
- Groups can check-in to the College as from 12:00 PM GMT on the first day of their course and must vacate their rooms by 09:00 AM GMT on the last day.
- No formal tuition or activities will be provided on Groups' arrival and departure days, unless explicitly arranged by us in communication with you and/or a Group and in

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exceptional circumstances.

- All keys, fobs and college equipment (e.g., power adaptors) must be returned to us before a Group departs. You will be invoiced for any missing keys, fobs and college equipment used by a Group, howsoever those items may have come to be lost.

17. Airport Transfers & Flights

- Where we are requested to arrange airport transfers, it is your responsibility to ensure that Groups have adequate travel insurance in place, sufficiently covering any cost or loss that may arise from a missed, delayed or cancelled flight or airport transfer.
- We shall not be liable for any cost or loss resulting from a missed, delayed or cancelled flight.
- We shall not be liable for any cost or loss resulting from a missed, delayed or cancelled airport transfer to or from Chaucer College, whether arranged by us, or you, or a Group, or by individual members of a Group.
- Where we are requested to arrange airport transfers, transport arrangements are made on the assumption that each Group member is carrying one small cabin bag (no larger than 45H x 36W x 20D cm) and one hold bag (no larger than 90H x 75W x 43D cm). It is your responsibility to inform us if a Group requires extra luggage space and any additional charges for larger or additional transfer vehicles will be borne by you.
- In the event that a flight or airport transfer is missed, delayed or cancelled, we are under no obligation to provide our assistance, facilities or services to a Group before or beyond the agreed course dates.

18. Group Leaders

- Chaucer College has a duty to all of our students who stay with us, to keep them safe. To ensure this is the case, all our staff onsite are Disclosure and Barring Service (DBS) checked.
- Whether bringing Groups on your own account or acting as an agent by or on behalf of a school or other educational organisation, you must ensure that:
 - a. Group Leaders attending with a group of students provide us with police background checks, similar to the UK DBS checks, as this will ensure our safety standards are met.
 - b. Groups have their own supervisory staff in form of fully qualified Group Leaders at a minimum ratio of 01 to 15 students. All Group Leaders must be over the age of 18 years.
 - c. Group Leaders ensure that all students in their Group are adequately cared for whilst they are on college premises, on supervised off-site visits and provide a chaperone for all off-site visits. This responsibility may include but is not limited to:
- Students in a Group who require medical attention receive First Aid and/or medical treatment where necessary.

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- Students are accompanied to and from off-site appointments and consultations.
 - All students in their Group promptly attend scheduled meals, lessons and activities.
 - Any issues, concerns or complaints about a course programme are brought to the attention of Chaucer College staff.
 - Important messages and information (e.g., meeting times) are passed onto students.
 - All students in a Group are properly supervised and accounted for while on trips.
 - All residential students in a Group are monitored at night to ensure other residents are not disturbed.
 - At least one Group Leader remains 'on call' and contactable in case of an emergency.
 - A prompt and appropriate response is made where safeguarding concerns arise.
 - All students in a Group always conduct themselves appropriately and respectfully.
- d. Except where it has been agreed with Chaucer College beforehand, at least one Group Leader must remain on-site at all times while their students are on campus.
- e. Unless otherwise agreed with Chaucer College beforehand, Group Leaders must always accompany Groups on scheduled trips and outings.
- f. Where an entire Group of students is in homestay accommodation, Group Leaders may leave the site after the students return to their homestay hosts, but at least one Group Leader must remain easily contactable and stay within in a 10-mile radius of the College in case of emergency.
- g. Provided that they have been officially 'signed-out', Group Leaders may take Groups off site without an accompanying member of the College staff. In all such cases, Group Leaders must take full responsibility for the safety and welfare of the students when they are off campus.
- h. Each Group has at least the minimum number of Group Leaders and that each accompanying Group Leader is aware of their various responsibilities, as set out this section above.

19. Removal of Persons from Site

- Chaucer College reserves the right in extreme circumstances to remove from the course and premises, any person who in the opinion of the College is not suitable to remain on the campus. Such behaviour may include, but is not limited to:
 - Continuous unacceptable, threatening or dangerous behaviour.
 - Use of highly inappropriate social media and websites.
 - Use and/or dealing of illegal substances.
 - Bullying and harassment.

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- Frequently disregarding instructions and rules.
- In the case of a person being removed from the course and premises, no refund will be made.
- Any additional costs that may arise as a result of a Group member being removed from the course and campus under this section will be paid for by you.
- Any additional administration, organisation and logistics (e.g., early airport transfers) that may arise as a result of a Group member being removed from the course and premises under this section will be your responsibility.

20. **Forbidden Items**

- For reasons of health and safety, you will ensure that no student or Group Leader will bring the following items onto our campus:
 - Acids, bleach (or any other strong chemicals)
 - Flammable items (candles, joss sticks, etc.)
 - Hookah pipes (or any such related items)
 - Petrol (or any such related substances)
 - Lighters, matches (or any such related devices)
 - Weapons (knives, swords, etc.)
 - Firearms (including real, replica or toy guns)
 - Fireworks
 - Any other potentially dangerous equipment or implements
- Chaucer College reserves the right to confiscate any prohibited or dangerous items and we will liaise with the police wherever necessary (e.g., in the case of confiscated firearms).

21. **Meals**

- Whether provided by our on-site caterers or homestay hosts, Group members will receive breakfast, lunch (packed lunch on trip days) and dinner each day. Full board accommodation includes dinner on arrival day and breakfast on departure day but does not include any additional meals on these particular days.
- At an extra cost to be borne by you, we may be able to provide Groups with supplementary meals on their arrival and departure days in addition to those meals already served. This must be booked and paid for in advance of a Group's arrival.
- Where on arrival day a Group is due to arrive at the College after 18:00 PM GMT, we will provide only a cold selection of dinner items. Where on departure day a Group is due to depart the College before 07:00 AM GMT, we will provide only a cold selection of

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breakfast items.

- On those occasions where a Group is scheduled to have a 'late dinner' (e.g., on full-day trip days finishing at 19:00), we will provide a lighter, self-service dinner arrangement (e.g., a buffet).
- The College reserves the right to manage its meal provision as best suits the business's needs, including, but not limited to, the format of the meals provided, the type and selection of meals offered, and the times meals are served.
- We will provide all meals as agreed and seek to offer a well-balanced diet, taking into account any reasonable dietary requirements a Group member may have. It is your responsibility to ensure that a Group member's dietary requirements are clearly indicated to us on the Student List before a Group arrives.

22. Accommodation

- Chaucer College's student accommodation consists of on-site twin bedrooms with bunkbeds or single, twin or triple bedrooms in an approved homestay house. Our on-site accommodation and homestay provision is subject to varying availability throughout the year and may not always be available at peak times.
- All of our on-site accommodation is located on our campus forming Chaucer College at University Road, Canterbury, CT2 7LJ. During exceptionally busy periods, we may hire additional off-site facilities that are of a similar standard to our own to accommodate residential Groups. We will take all reasonable steps to inform you in advance if we intend to use additional alternative accommodation.
- We reserve the right to administer and manage our accommodation as best suits our business needs, but we will always provide residential and homestay accommodation to Groups and Group Leaders that meet as a minimum the standards set by our accrediting and regulatory bodies.
- All of our accommodation is gender segregated, and Groups must ensure that this separation is respected and maintained at all times.
- Group Leaders will only be allocated to on-site residential accommodation and each leader will be provided with a single occupancy bedroom with or without a bunkbed.
- The ratio of supervising adults (inclusive of Group Leaders and our own staff) to students in our residential accommodation will be at least 1:15. We reserve the right to increase this ratio to 1:20 where students are aged 12-17 years old.
- Accommodation requests (e.g., sharing preferences) should be indicated clearly on the Student List you provide to us. We always aim to meet a Group's accommodation requests (e.g., sharing preferences, homestay location, etc.), but we offer no guarantee that those requests will be met.
- Should a student wish to change their accommodation at any time during a course (e.g.,

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move from homestay to residential accommodation), you will pay an additional pro-rata fee for the replacement accommodation to cover the remainder of the student's stay. Fees for the original accommodation will not be refunded.

- Alternative or replacement accommodation will only be offered free of charge where the Head of Accommodation judges a student's allotted accommodation as being below the minimum expected standard, as reasonably determined by us and as set against the standards laid down by our accreditors and regulators.
- If a student is removed from a homestay house due to unacceptable behaviour, we reserve the right to charge an additional pro-rata fee for on-site accommodation provided in its stead.
- If a student is removed from a homestay house due to family circumstances and no alternative homestay place can be secured, on-site accommodation will be provided at no additional cost to you or a Group. Any difference in net accommodation fees will be refunded. The refund will be paid to you within four weeks of your providing us with bank details and signed authorisation that the refund should be paid into that account.
- Due to changing circumstances (e.g., homestay families becoming unavailable), we may be required to update accommodation allocations prior to a Group's arrival without notice. Wherever possible and practical, we will take all reasonable steps to keep you informed of any changes.
- In the case of students staying in homestay accommodation, we will provide you with 'Family Profiles' and hosts' contact information no later than 1-week prior to a Group's arrival date. Together with student allocations into specific households, all family profiles and host contact information are subject to change without notice up to and including a Group's arrival day.
- Family Profiles and host contact information are shared with you to give Group members background information about their homestay families and to give their parents and carers a point of contact in case of emergency. Upon receipt, it is your responsibility to ensure this data is handled securely, used only for these purposes and is processed in accordance with all relevant data protection principles.

23. Fire Safety

- Chaucer College has a fire detection system running throughout its residences and buildings. The equipment is tested and checked regularly. You must ensure that Groups are notified that:
 - a. They are to behave responsibly with regard to fire safety and assist the College in reducing fire risks.
 - b. Unless otherwise instructed beforehand, they must immediately evacuate the building and go to the nearest designated assembly point whenever they hear a fire alarm. They

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may only return to the premises when the responsible member of our staff has given authorisation.

- c. Under no circumstances will a Group's non-compliance with essential fire safety instructions and precautions, or the misuse or removal of the College's fire safety equipment and features (e.g., extinguishers, call points, etc.), be tolerated. Any such action may be referred to the police as a criminal offence.
- The following are strictly prohibited:
 - Smoking (including 'vaping').
 - Bringing on-site any hazardous equipment, materials or substances.
 - Covering or tampering with fire detection equipment.
 - Tampering with or inappropriately discharging fire extinguishers.
 - Unnecessarily activating fire alarm call points.
 - Propping or wedging open designated fire doors.
 - Disabling local fire door alarm units.
 - You must ensure that Groups are notified that they are to use all facilities and equipment responsibly and sensibly, and we reserve the right to terminate a course (or a Group member's place on that course) without notice or reimbursement if a Group or a Group member is reasonably judged as behaving irresponsibly or recklessly in respect of fire safety.

24. **Electrical Appliances & Safety**

- You must ensure that Groups are notified as follows:
 - a. They are not to bring heaters or coolers into their accommodation, including but not limited to the following appliances: tumble dryers, air conditioning units, refrigerators or heaters.
 - b. Additional cooking appliances are permitted in common kitchen areas but must not be used in any other parts of the Group's accommodation (bedrooms, corridors, etc.).
 - c. All electrical equipment (including extension leads) must be:
 - Compliant with EEA health, safety and environmental standards (CE marked).
 - Kept clean and in good condition.
 - Unmodified and used only as intended.
 - New or designated as safe by a registered electrician.
 - d. Multi-way 'cube' type mains socket adaptors are strictly prohibited anywhere on-site.

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- e. Provided that they are not overloaded and kept in good condition, ‘four-in-a-line’ (or similar) socket adaptors are acceptable. These should be switched off whenever they are not in use.
- Groups have a duty of care to maintain a safe and hazard free environment. As such, you must notify Groups that they are not permitted to:
 - Use electrical leads that are frayed or damaged.
 - Trail electrical leads from one room to another.
 - Use foreign electrical appliances without a suitable 240V transformer.
 - Use electrical appliances with a foreign plug without a suitable and approved adaptor.
 - Leave electrical items plugged in when not in use.
- Groups will be advised if staff have concerns about their personal electrical items and appliances.
- Pursuant to the Electricity at Work Regulations 1989, Chaucer College reserves the right to check all electrical equipment and appliances brought to and used on-site. These checks assess the safety of the equipment and the way in which the equipment is being used.
- If an electrical item, piece of electrical equipment or electrical appliance is reasonably considered unsafe, Chaucer College reserves the right to confiscate and remove that item, equipment or appliance. Unless associated with illegal drugs (or other illegal activity), all confiscated items will be returned Groups when their course comes to an end.
- For health and safety reasons, Groups are not permitted to install aerials, satellite dishes or any additional electrical wiring anywhere on-site (e.g., rooftops, bedroom walls, lofts, etc.)

25. Repairs & Maintenance

- You must ensure that Groups are notified as follows:
 - a. That they are to promptly report any necessary repairs to staff and accept that Chaucer College’s maintenance staff and/or approved external contractors may need to access their accommodation to carry out essential or emergency repairs during their stay.
 - b. Standard maintenance work is undertaken between 8:00 – 16:30, Monday to Friday.
 - c. In the event of a major emergency (e.g., flooding), Chaucer College’s maintenance staff and/or approved external contractors will attend to an issue ‘out of hours’. Reception staff will decide whether a repair is urgent and will call out a member of the maintenance team if necessary.
 - d. If a major emergency has been caused by a Group’s or Group member’s misconduct,

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Chaucer College reserves the right to pass on any additional expenses (e.g., overtime pay) to you should our maintenance staff and/or external contractors have to carry out repairs outside of their normal working hours.

- e. In the event that a maintenance item entails a delay (e.g., a spare part is required to be ordered), we will keep Groups updated as to the progress of repair.
- f. Where maintenance or repair is such that a Group's or a Group member's accommodation cannot reasonably and/or safely be occupied, we will arrange for alternative temporary accommodation to be put in place. Groups must comply with any recommendation to temporarily relocate to alternative accommodation until the maintenance or repair work has been carried out.

26. **Condensation, Damp, Mold & Insect Infestations**

- You will arrange with Groups to report any problems relating to damp, mould, excessive condensation or insect infestation to our staff at the earliest opportunity.

27. **Water Hygiene**

- Chaucer College will maintain water quality in accordance with its control of Legionella policies. In support of this, you will agree with Groups to promptly report any faults with the water system. Such faults may include but are not limited to:
 - Hot water not being hot.
 - Cold water not being cold.
 - No water.
 - Water discolouration.
 - Heavily scaled shower heads, taps, etc.
 - Leaks and drips.

28. **Services & Facilities**

- You should notify Groups that they are to use energy and water responsibly. This entails, but is not limited to:
 - Switching off lights during the day or when no one is using a room.
 - Switching off unused appliances.
 - Turning off taps and showers after use.
 - Using energy efficient equipment.
- Chaucer College will provide an adequate supply of hot and cold water, lighting and heating in its buildings. No charge will be made to you or a Group in respect of gas, water, oil and electricity, general rate and water rates.
- Residences and buildings are fitted with thermostats and our central heating system will switch on if and when the temperature falls below 21°C between 6:30 - 23:00. The

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heating system will be turned off during the summer months.

- Chaucer College does not provide additional heating or cooling appliances and Groups are not permitted to bring electric heaters (e.g., portable radiators) or coolers (e.g., air conditioning units) on-site.

29. Housekeeping & Laundry

- You should ensure that Groups know that they are responsible for their own bedrooms. Common areas of Chaucer College's accommodation and buildings (kitchens, bathrooms, hallways, stairwells, etc.) will be cleaned daily by our housekeeping staff.
- We (or our Homestay Hosts) will change each group member's towels and bed linen once a week.
- We do not offer any additional laundry services, but residential Group members may use our on-site laundry facility as needed and at an additional charge.
- In the case of students staying in homestay accommodation, hosts will provide at least a twice-weekly laundry service for each Group member at no additional cost.

30. Interruptions to Services & Facilities

- Chaucer College will manage, conduct, maintain and keep its premises in good order, cleanliness and repair and will take reasonable steps to ensure that nothing shall be done or permitted to be done on the premises or in relation to its facilities which shall interfere with the running of a course.
- Chaucer College will not be liable for any failure or interruption to its services and facilities (excluding Wi-Fi) or for any resulting loss where that failure or interruption has arisen as a result of circumstances beyond our reasonable control. Such circumstances include but are not limited to:
 - Mechanical breakdown.
 - Replacement, maintenance, repair or renewal.
 - Servicing, inspection or testing.
- Where any interruption to our services or facilities is such that a Group cannot reasonably and/or safely use or occupy a service or facility, we will arrange for alternative temporary services and facilities to be put in place.

31. Alterations & Building Works

- Subject to ensuring that nothing shall be done or permitted to be done on the premises or in relation to its facilities which shall interfere with the running of a course, Chaucer College reserves the right to carry out building and alteration works on any of its residences and buildings.
- You will ensure that Groups will not make any alterations or additions to the premises or

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remove from the premises any furniture, equipment or other property of the College or its servants or its agents. Any equipment borrowed from the College by Groups or a Group member (e.g., power adaptors), must returned to us before the Group/Group member departs.

32. Internet & Wi-Fi Service

- We will provide internet and Wi-Fi throughout our on-site residences and buildings but offer no guarantee as to its speed and continuity. This service may be withdrawn by us at any time and for any reason.
- You will ensure that Groups and Group Leaders will not:
 - Access or contribute to inappropriate websites on the internet (e.g., pornographic websites or sites encouraging violence, racism or other forms of discrimination).
 - Post or upload any files that carry or contain a Trojan horse, virus, worm or any other destructive or contaminating feature.
 - Employ any scraper, spider, robot, deep link or other similar automated data gathering or extraction tools to access, acquire, record, copy or monitor Chaucer College's online activity.
- Groups are responsible for configuring their own virus protection software and Chaucer College will not be held responsible for any viruses or bugs that may infect electronic devices.
- The terms above notwithstanding, we will take all reasonable steps to ensure that Groups cannot access inappropriate websites (e.g., by filtering webpages) and that their devices are protected from viruses and bugs whilst using our network.

33. Access

- We reserve the right to enter any part of the College's premises (including occupied residences and homestay houses) for the purpose of conducting inspections, cleaning and maintenance or for any other reasonable purpose. In the case of accommodation, and whenever practical, we will give Groups advance notice of our intention to exercise this right.
- If a Group reports something to be repaired or replaced, you will agree with the Group that our maintenance staff and/or external contractors may access their accommodation so those repairs or replacements can be carried out.
- In the case of an emergency, where health and safety issues are suspected, or where there is reasonable reason to suspect the presence of unlawful/prohibited items, you will agree with Groups that Chaucer College is not required to give advance notice to enter a Group member's accommodation.
- Where appropriate reason and legal authority is presented, third parties seeking access to a Group's accommodation (e.g., police, fire service, etc.) will be permitted to enter with an accompanying member of our staff.

34. Noise

- Outside of organised activities hosted by us, you will ensure that Groups know that noise must be kept at a level that does not interfere with other Groups and their enjoyment of the premises. Sound equipment, including but not limited to music systems, musical instruments, CD/MP3 players, TVs, etc., may be temporarily confiscated in the event of severe or persistent noise disturbance. Confiscated sound equipment will be returned on a Group's departure day.
- Persistent noise that interferes with a homestay host's enjoyment of their home may constitute 'unacceptable behaviour' resulting in students being moved into residential accommodation at an extra charge to be paid by you.

35. Open & Closed Courses

- Our courses may be 'open' or 'closed'. These can be defined as follows:
 - A 'closed course' refers to any programme of study provided to a Group and to the exclusion of all other Groups that may be studying at Chaucer College at the same time. All classes and activities consist of students only from that Group. Class placement is determined by proficiency and age alone.
 - An 'open course' refers to a programme of study provided to all the Groups that may be studying at Chaucer College at the same time. All classes and activities consist of students from the various Groups that may be studying on-site. Class placement is

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determined by both proficiency and age, as well as by an effort to create a proportionate representation and balance of nationalities within each class.

- Our provision of all ‘open courses’ is subject to the availability and suitability of other Groups enrolled on an open course basis. We cannot guarantee that any Group enrolled onto an open course will be provided with classes and activities that are made up of students from other Groups and/or consisting of other nationalities.
- With the express permission of the Groups involved, and subject to the availability and suitability of other Groups studying on the campus at the same time, we may seek to combine students enrolled on closed courses during classes and/or activities to create a more fulfilling learning experience.

36. Age Restrictions

- Our course descriptions in the brochure stipulate a minimum and maximum age. Unless expressly agreed with us beforehand, you must ensure that no student in a Group is either below or above the specified age limit between the course start and end dates. Students who are found to be too young or too old to enrol on a particular course may be removed from the programme of study. In such cases, no refund will be made.

37. Class Placement & Learning Objectives

- Where considered appropriate by us, students may be levelled into classes according to a placement test administered by our teaching staff on the first day of teaching.
- Placement test results do not guarantee that a student will be levelled appropriately in the first instance, and teaching staff may need to adjust an individual’s class placement and/or the difficulty of lesson materials and content. This period of adjustment shall be counted as part of a Group’s formal hours of tuition. All class re-allocations will be made within 48-hours of the placement test and students will not be reallocated after this period (except where absolutely necessary).
- We reserve the right to move a student into a different class appropriate to their level. This decision is entirely at our discretion, and the decision will be final.
- Chaucer College will seek to help students achieve their specific learning objectives or goals, but it does not offer any guarantee that those outcomes shall be achieved.
- We shall not be liable in any circumstances for any loss or damage resulting from specific learning objectives or goals that are not achieved by students enrolling on our courses.

38. Class Sizes

- The average number of students in a class may vary, but we will generally not exceed 15 students per class at any time during a course. In highly exceptional circumstances, we reserve the right to exceed this class size on a temporary basis.

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39. Teaching Materials & Classrooms

- We will supply all teaching materials and equipment and provide appropriate rooming for programme delivery.

40. Class Location & Additional Alternative Premises

- All teaching will take place on our campus forming Chaucer College at University Road, Canterbury, CT2 7LJ, but during exceptionally busy periods, classes may take place at additional alternative premises that will be of a similar standard to our own. We will take all reasonable steps to inform you in advance if we intend to use additional alternative premises.

41. Teaching Staff

- We will provide only teachers that are fully qualified with the minimum of a CELTA certificate or equivalent qualification.

42. Trips & Excursions

- The number of trips, format and locations must be agreed with us in advance of a Group's arrival date. We will always seek to fulfil your trip requests, but we cannot guarantee the availability of any advertised or planned destination or activity at the time of booking.
- The ratio of supervising adults (inclusive of Group Leaders and our own staff) to students on all trips and excursions will be at least 01 to 15. We reserve the right to adjust this ratio as the age of the students and the nature of the activity allows or in exceptional unforeseen circumstances (e.g., supervising adults falling ill while on a trip).
- We reserve the right to make alternative trip arrangements (e.g., due to the unexpected closure of a destination; a road traffic accident, etc.) at any time and without notice. Wherever possible, we will make a like-for-like substitution.
- In cases where we are unable to provide a like-for-like trip, we will not refund any difference in costs where a substitute destination or activity costs less.
- We will not refund the costs of any substitute trip that you or a Group considers unequal or having been less enjoyable than the original chosen destination or activity.
- The possibility of a trip being unexpectedly disrupted or delayed (e.g., due to a coach breaking down) should not be excluded. In such cases, all reasonable efforts will be made to adjust the course schedule to accommodate for the excursion.
- Transport to all trip destinations will be by private coach hire organised by us. We reserve the right to use other types and modes of transport (e.g., public train service) if and where necessary. We will not refund any difference in costs where a substitute mode of transport is less expensive and/or seen as less desirable than private coach hire.

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- Where a trip destination or activity requires additional pre-payment over and above our standard course fees, full payment must be made by you at the time the trip or activity is requested. Where a destination or activity commands a non-refundable pre-payment by us, we will not refund to you any fees if the trip is cancelled or delayed for any reason.

43. Personal Property

- You will ensure that Groups take all appropriate measures to protect students' valuables and other personal possessions during their stay. This includes a general notice to Groups not to bring expensive personal items on-site and ensuring that they have an appropriate insurance policy in place before arrival.
- Groups should notify our staff if any personal property goes missing during the course. If a student loses a personal item, we will offer all reasonable assistance to help locate and retrieve their possessions.
- Where possible, if locating and retrieving a student's lost property involves a significant amount of staff time or company resources, we reserve the right to charge an administrative fee to you. We will notify you beforehand if an additional charge is to be levied.

44. Security, Safety & Visitors

- You will ensure that Groups leave their accommodation secure at all times and that they will take all reasonable steps to safeguard the security of our site. This may include:
 - Not propping open external doors or fire doors.
 - Keeping bedroom windows and doors locked when a room is vacant.
 - Informing security staff of any unusual or suspicious activity.
 - Not leaving money, valuables and keys in sight and unattended.
- For safety reasons, most accommodation windows have restricted window openers, and you will notify Groups that they must not tamper or adjust these restrictors at any time.
- No Group member may invite any person onto our campus who is not currently enrolled on our courses.

45. First Aid

- All first aid will be administered by a suitably qualified first aider, as appointed by us. You will inform Groups that:
 - a. If a suitably qualified first aider determines that an injury, condition or illness does not warrant further investigation or treatment beyond that already undertaken or administered under their care, any costs incurred in transporting a Group member for additional investigation or treatment at a healthcare centre will not be paid for by us.
 - b. If a suitably qualified first aider determines that an injury, condition or illness requires

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further investigation or treatment beyond that already undertaken or administered under their care, any costs incurred in transporting a Group member for additional investigation or treatment at a healthcare centre will be paid for by us.

- The term 'healthcare centre' refers to a hospital, clinic, surgery or NHS walk-in facility with a medically qualified doctor in attendance.
- Groups should also be notified that:
 - Any transport costs incurred by us under this condition are limited to a maximum of £100.00 GBP per Group per booking. Any transportation costs incurred above that limit will not be paid for by us.
 - Any and all costs resulting from medical treatment of a Group member will not be paid for by us.
 - All transport costs incurred must be paid at the time of transportation or as soon as is practicable thereafter and in any event before a Group's departure date.
- Except in the case of our negligence, nothing in these provisions shall render us liable for any death, injury or loss resulting from a delay in or failure to refer a Group member for additional investigation or treatment at a healthcare centre.

46. Group Booking Alterations & Additions

- You will discuss with the College any required changes, at least four weeks before the course start date, so that you and the College are in agreement and to agree any supplementary or administration costs to be paid.
- While we will take all reasonable steps to accommodate any requested changes to the course booking (e.g., adding more students to a Group), we are not obliged to make any 'last minute' changes and reserve the right to refuse any requested alterations or additions.
- No late alteration or addition to a course booking shall render these terms and conditions invalid and they shall apply regardless of whether a Reservation Schedule reflects the requested change.

47. Complaints

- If a student has a complaint about an aspect of their studies or another element of their stay at Chaucer College, for example, accommodation, they should talk first to their teacher who, if it needs further consideration, should discuss the issue with the Key Accounts and Relationship Manager (George Ward – g.ward@chaucercollege.co.uk). Complaints of a more general nature which concern the whole student body are brought to the attention of the full teaching staff at the weekly staff meeting and/or the Heads of Departments meeting.
- Shumei students may also approach the Japanese welfare staff with complaints. Issues

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will then be discussed by the Japanese staff and, if necessary, brought to the attention of the Programme Manager for joint consultation with a view to resolving the complaint. At any time, a student may be accompanied by a friend of their choice and should be encouraged to do this if the complaint is of a sensitive nature.

- If a resolution to a complaint cannot be found at Chaucer College after in discussion with the Principal, the complaint can be referred to BAC (British Accreditation Council) using the following contact details: 0300 330 1400 or info@the-bac.org.

48. This Agreement & Legal Jurisdiction

- This agreement is between you and Chaucer College. No other person shall have any rights to enforce any of its terms.
- Each of the terms and conditions in this agreement operate separately. If any court or relevant authority rules that any of the provisions are unlawful, the remaining paragraphs will remain in full force and effect.
- If we fail to insist that you perform your obligations under this agreement, 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 it 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.
- This agreement and its terms and conditions are governed by English law. You and Chaucer College agree to submit to the non-exclusive jurisdiction of the English courts.

<p>Signed by..... authorised on behalf of</p> <p>Date</p>
