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# Terms & Conditions

## AT A GLANCE

- All bookings are subject to availability
- Bookings are confirmed when the first due payment is received
- Individuals must pay a non-refundable 10% deposit to confirm their booking, or the full fees if booking within 8 weeks of their start date
- Groups must pay a non-refundable 20% deposit to confirm their booking, or the full fees if booking within 12 weeks of their start date
- Bookings are made on behalf of children by the child’s parent/guardian or their representative
- Cancellation fees are calculated based on the amount of time between cancellation and the intended start date
- A valid passport and (if applicable) a valid visa must be presented on the student’s first day of an in-person course
- Changes made to bookings after confirmation may result in amendment fees of £50 for individual bookings or £15 per student for group bookings
- Students must maintain good attendance and behaviour
- Classes missed by the student for any reason will not be refunded
- Students may be expelled for unsuitable behaviour with no refund given
- EngXcel’s liability is limited to the value of your booking with us and we are not liable for any consequential loss
- You are liable for any damage caused by you or any member of your party
- Any complaints should be made at the earliest opportunity during the course. Unresolved complaints should be submitted in writing no later than 28 days after the course ends
- Students agree that photographs, videos, work and testimonials may be used for promotional or pedagogical purposes, and that it is their responsibility to let EngXcel know if they do not wish to participate

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Registered office: 115 Fitzgerald Place, Cambridge, CB4 1WA



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**1 Definitions**

**1.1 You, yours, customer, client**

1.1.1 Anyone requesting information from us about our courses, or who registers for or books a course with us.

**1.2 We, us, our, EngXcel**

1.2.1 EngXcel Limited, registered company number 13642156 with registered office 115 Fitzgerald Place, Cambridge, CB4 1WA.

**1.3 Commencement**

The course, activity or accommodation start date – whichever comes first.

**1.4 No show**

A client with a booking who does not arrive at the school/first booked service on commencement date, without having previously notified EngXcel of their intention to do so.

**1.5 Individual bookings**

Bookings for students booking on either an individual basis (ie travelling alone) or as part of a small party of 2 to 9 students.

**1.6 Group bookings**

Bookings for groups of 10 or more students travelling together.

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### 1.7 Third-party services

Services booked by EngXcel with a third-party provider on your behalf (e.g. airport transfer, excursion, self-catering accommodation etc)

### 1.8 Representative

A person/business instructed or entitled to make a booking on behalf of a student (eg an agency or a parent).

### 1.9 In-person students

Students studying in Cambridge and not entirely online.

## 2 Contract

### 2.1 Individual bookings

2.1.1 When individuals complete a registration form on our website, they create a 'registration'. The registration is a request for a booking with us and is subject to suitable availability at time of receipt. If there is suitable availability for the booking, EngXcel will issue an invoice for the appropriate amount (as detailed in the payment section below) and hold the registration for the client (see payment section for times).

2.1.2 On receipt of the appropriate payment, this registration becomes a booking and written booking confirmation is issued, at which point a contract will come into existence between us and you.

2.1.3 It is the client's responsibility to check the booking confirmation and that all details stated within it are correct. If the client does not receive a booking confirmation it is their responsibility to notify us of this, to enable us to check and where relevant, issue the booking confirmation.

2.1.4 If the client makes multiple registrations or registers for multiple courses/services/dates, the contract will only be for those courses/services/dates mentioned in the booking confirmation sent.

2.1.5 By creating a registration with us you confirm that you are legally capable of entering into a binding contract and that the information you have provided to us is correct. All registrations are made subject to these terms and conditions and by creating a registration you warrant that you have the full authority to do so on behalf of all and any persons on whose behalf you are registering. You further confirm that all such persons are aware of and accept these conditions.

2.1.6 If a due payment is not received at any point, then unless an extension/alteration to the due date has been agreed with EngXcel, bookings are immediately released.

### 2.2 Group bookings

2.2.1 EngXcel holds firm bookings and reservations (also known as "options") for a client, subject to receipt of payment(s) to EngXcel by latest due date as detailed in the 'option letter' or invoice(s). Unless clear cancellation is made or extension(s) or alteration(s) to due dates are agreed by EngXcel, bookings are immediately released if payments as specified are not then received in full. **Please note that no reminders are sent and that:**



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- I. Partial payments of amounts due, or any payment which falls short of the full amount stated, will not be sufficient to retain bookings.
- II. Notification(s) of payment(s) will not be sufficient to retain bookings, unless the payment arrives on time or an extension has been agreed by EngXcel.
- III. Failure of an agent partner to secure a specific booking or reservation by appropriate payment, or alternatively to make clear cancellation, may result in the release of other or all reservations or options held by EngXcel for that agent partner.

### **3 Bookings made for children studying at EngXcel**

- 3.1.1 Children under the age of 16 must be accompanied by a person who is 18 years or older. This person should be either the child's parent/guardian or someone appointed by them (or the group leader for group bookings) and will be responsible for the child/children outside of any lessons or supervised activities booked with EngXcel.
- 3.1.2 When bookings are made for children under the age of 18, the contract formed is between EngXcel and the child's parent or legal guardian, the child's school (for example when a school arranges a group booking directly), or an agency appointed by the parent, guardian or school to book on their behalf. The person or entity entering into the contract with EngXcel will be responsible for any costs incurred in the booking (eg booking fees, damage fees etc).

## **4 ID & Visas**

### **4.1 Passports**

- 4.1.1 Both to help us provide a safe learning environment and as part of our obligations to the UK Government's Visas & Immigration department, we require all in-person students to provide a valid passport ID on arrival at school. This should be the same passport used to enter the country and must match the name on the booking. We reserve the right to refuse service at our discretion.

### **4.2 Visas**

- 4.2.1 It is the student's responsibility to ensure they have a valid and suitable visa for the duration of their booking. Where relevant, the visa will be checked on arrival at school to ensure the student is permitted to attend the booked course. If a student requires a visa but does not have the appropriate valid visa when attending their course, EngXcel will have to cancel the booking. No refund, credit or replacement course/services will be given.
- 4.2.2 If the student is unable to obtain a suitable visa and wishes to cancel their course before arrival, they may do so in line with our cancellation & refund policy below.

## **5 Medical Information**

- 5.1.1 EngXcel Ltd must be informed of any special medical information which applies to the student. Any student arriving with a serious medical condition not previously reported, or which requires regular staff supervision, may be sent home without any refund of fees. Any costs incurred



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through repatriation will be borne by the student. EngXcel will try to accommodate any special needs as far as deemed reasonable.

## 6 Homestay accommodation

- 6.1.1 Our homestay accommodation is only available when you are taking a full-time course with EngXcel Ltd.
- 6.1.2 Homestay accommodation is booked from the day before your course starts to the day after it ends. This is usually from Sunday to Saturday. If you want to arrive earlier, or leave later, we will try to arrange this but we may have to offer you an alternative such as a hotel for the extra night(s).

## 7 Payment

### 7.1 Methods

- 7.1.1 Payment may be made by credit/debit card, cash or bank transfer. Payment must be made in Pounds Sterling. Bank details are provided on request. If paying by bank transfer, payment must include ALL bank transfer charges (including any intermediary charges).

### 7.2 Payment schedule (individual bookings)

- 7.2.1 For individual bookings, in order for us to confirm your booking you must pay us the appropriate sum as set out in the terms below.

#### 7.2.2 Individual bookings made more than 8 weeks before commencement:

A registration can be held for a maximum of 14 days without payment.

A non-refundable deposit of 10% of the total booking value is required to confirm a booking. The remaining balance is due 4 weeks before commencement. If payment in full has not been received, you will not be allowed to start your course.

#### 7.2.3 Individual bookings made within 8 weeks of commencement:

A registration can be held for a maximum of 7 days without payment.

The total booking value is required to confirm a booking and should be paid no later than 4 weeks before commencement. If payment in full has not been received, you will not be allowed to start your course.

### 7.3 Payment schedule (group bookings)

- 7.3.1 In order for us to confirm a group booking you must pay us the appropriate sum as set out in the terms below.

#### 7.3.2 Group bookings made more than 12 weeks before commencement:

A registration can be held for a maximum of 21 days without payment.

A non-refundable deposit of 20% of the total booking value is required to confirm a booking. The remaining balance is due 8 weeks before commencement. If payment in full has not been received, you will not be allowed to start your course.

#### 7.3.3 Group bookings made within 12 weeks of commencement:

A registration can be held for a maximum of 7 days without payment.



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The total booking value is required to confirm a booking and should be paid no later than 8 weeks before commencement. If payment in full has not been received, you will not be allowed to start your course.

#### **7.4 Overdue payments**

7.4.1 If any payment is overdue, we reserve the right to cancel the booking and/or discontinue any services already being supplied to the customer.

#### **7.5 Part-time courses**

7.5.1 For part-time courses (group courses of less than 15 hours per week), you will be required to pay in advance for each half-term. Students who enrol mid-term will be required to pay until the end of the current term (but can choose to pay for longer). Part-time enrolments are subject to a 4-week minimum course length.

#### **7.6 Additional fees**

7.6.1 Courier fees

There is a charge each time documents are sent by courier, the price will depend on the recipient's address. Price on enquiry.

7.6.2 Early arrival/late departure fees (group bookings)

For group bookings, services are not guaranteed to commence earlier than 14:00 UK time on the day of arrival or to continue later than 11:00 UK time on the day of departure (unless otherwise agreed).

Clients may only arrive/depart earlier/later by prior agreement. For arrivals between 21.00 and 14.00, and departures between 11.00 and 07.00, a supplement of £10 per person for each transfer that falls within these periods will apply.

#### **7.7 Materials deposit**

7.7.1 In-person students who wish to borrow materials, such as books, CD's and DVD's, are required to leave a cash deposit of £30 at the start of their course. This is refunded at the end of the course provided all borrowed materials are returned in the same condition as they were loaned.

7.7.2 You will have two weeks after your course has ended to return any loaned materials. After this time the money will be forfeited.

### **8 Cancellation & Refunds**

#### **8.1 Notifying us**

8.1.1 If a client wishes to cancel their booking, they should inform us in writing (ie by email) at their earliest opportunity. If cancelling within 72 hours of commencement, clients should phone EngXcel to let us know.

8.1.2 If a client wishes to cancel any part of their booking after commencement, they should inform us in writing, by telephone, or in person by speaking to a member of the office staff.

#### **8.2 Cancellation charges**

8.2.1 Cancellation charges are calculated based on the time between EngXcel receiving notification of the cancellation and the commencement date of the booking, as follows.



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8.2.2 For individual bookings:

Notification received	Cancellation charge
4 weeks (28 days) or more before commencement	10% of total booking fees plus any non-refundable fees for third-party services
Between 4 and 2 weeks (28-14 days) before commencement	50% of total booking fees plus any non-refundable fees for third-party services
Less than 2 weeks (14-0 days) before commencement or no show	100% of total booking fees

8.2.3 For group bookings:

Notification received	Cancellation charge
8 weeks (56 days) or more before commencement	20% of total booking fees plus any non-refundable fees for third-party services
Between 8 and 4 weeks (55-28 days) before commencement	50% of total booking fees plus any non-refundable fees for third-party services
Less than 4 weeks (27-0 days) before commencement or no show	100% of total booking fees

8.2.4 Cancellation charges are not varied in case of illness, accident, bereavement etc.

8.2.5 Cancellation charges apply not only for cancellation of the whole of the services booked, but also regarding cancellation of part of the services booked (e.g. any supplementary trips or transactions etc.) or of cancellation of part of the time period booked (e.g. a reduction in the number of weeks or nights).

8.2.6 For group bookings, if a replacement is found for a cancelling participant (i.e. for the same dates and services) no cancellation charges will be made, but an amendment fee will be payable (see Booking changes requested by or for the client).

8.2.7 It is the client or agent partner's responsibility to insure themselves adequately regarding cancellation. We strongly advise that all customers appropriately insure themselves or be insured against the usual risks associated with overseas travel, e.g. personal accident or injury, ill-health (medical/hospital fees), cancellation, delay, loss of baggage or property, i.e. comprehensive travel insurance.

8.2.8 EngXcel provides inclusive insurance as part of all individual bookings for full-time courses (ie courses of 15 hours or more per week). Clients should, in any case, satisfy themselves that this cover appropriately insures them as outlined above. Clients may opt out of the insurance included in their course, but if they do, they should satisfy themselves that they are appropriately insured as outlined above. As this is a service provided at no extra cost, clients



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who opt out of the insurance will not receive any discount or refund on this element of their booking.

### **8.3 Cancellation by us**

- 8.3.1 As stated in our cancellation fees, the 20% booking deposit is not normally refundable. However, all monies paid will be refunded in full in cases where EngXcel has itself cancelled the services in question (except cancellation due to non-payment or any default by the client) or changed them substantially causing justified client cancellation.
- 8.3.2 There is no refund for cancellation or failure to provide services due to factors beyond our control, for example war, riot, global pandemic, airline cancellations or any other 'act of God'.

### **8.4 Refunds**

- 8.4.1 Refunds due to clients in the event of customer cancellation will be refunded or credited to the client within 28 days.
- 8.4.2 Refund payments will only be made to the person or organisation from whom we received the fees. Refunds to individual students can only be made if that student originally paid the fees directly to EngXcel Ltd. All refunds will be made to the original payer's bank account or credit/debit card and will not be made in cash.
- 8.4.3 There are no refunds for any services not taken up or cancelled by the customer during the programme (i.e. on or after commencement), e.g. in cases of late arrival, early departure (for whatever reason), illness, accident, technical issue, absence or change of mind.
- 8.4.4 The full invoice charge applies, even in the cases where the invoice remains to be settled.
- 8.4.5 No refund is due in case of expulsion or suspension of a client from a programme for irregular, anti-social or disruptive behaviour.
- 8.4.6 A refund may be applied for in case of justifiable complaint (see 6) by a client regarding the non-provision of a service or facility promised by EngXcel or the defective quality of the service or facility provided.

### **8.5 Distance Selling Regulations**

- 8.5.1 If you reside in a country which is part of the European Union and have purchased an Xcel Online course without face-to-face contact, you have the right to change your mind and receive a full refund within 14 days of purchase, but only if you have not had more than one group class. Xcel Online – Tailored lessons are non-refundable.

### **8.6 Bookings including third-party services**

- 8.6.1 For bookings including third-party services, the booking terms and conditions of the provider will apply to those services, not those of EngXcel. You will be made aware of these at the time of booking.

## **9 Booking changes requested by or for the client**

### **9.1 Changes requested before commencement**

- 9.1.1 After confirmation of the booking, the client or their representative may request a change of date and/or services required before commencement. EngXcel will not be obliged to meet such



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requests, but shall endeavour to do so. The requested change to the booking will be subject to availability, and any increase in value to the booking must be paid by the client. 7 days notice must be given if a student wishes to make changes to their course or accommodation.

## 9.2 Changes requested after commencement

9.2.1 After commencement, the client or their representative may request a change to the dates or services booked. EngXcel will not be obliged to service these changes, but may do so if able and as long as the value of the services is not reduced. The requested change to the booking will be subject to availability, and any increase in value to the booking must be paid by the client. 7 days' notice must be given if a student wishes to make changes to their course.

9.2.2 If you wish to move to a different homestay host, you must give 7 days' notice or you will have to pay a host change fee equivalent to one week's rent. Any request to move will be subject to availability. If you leave your accommodation because you are unhappy there, we will not ask you to pay the host change fee as long as your decision to leave is reasonable.

9.2.3 If you take a holiday break during a long course, you may be able to retain your homestay accommodation, but this is not guaranteed and you will be asked to pay a fee, normally half the rent. If you wish to leave your homestay at this time, you must give us at least 7 days' notice. We will try to arrange for you to return to the same host but we cannot guarantee to do so.

9.2.4

## 9.3 Fees

9.3.1 If any such changes are made to the booking after the booking confirmation has been sent, the student must pay the appropriate extra charges for any accommodation nights or services other than those booked.

9.3.2 In addition to this, EngXcel Ltd reserves the right to charge an Amendment Fee each time the course or accommodation is changed after EngExcel Limited has confirmed the initial enrolment. For individual bookings, the Amendment Fee is £50. For Group bookings, the Amendment Fee is £15 per student.

## 9.4 Exclusively for named customers

9.4.1 Any accommodation or services booked for a customer are reserved exclusively for those (named) customers. No other persons may use these in addition or by substitution without written permission by EngXcel, in which case extra charges may be levied.

## 9.5 Part-time and private courses

9.5.1 If a student's circumstances change, and a permanent change to their days of study is requested, the student should speak to their teacher who will refer the request to the Academic Manager. Casual changes of day are not permitted.

## 10 Absence & Punctuality

10.1.1 Students are expected to attend their courses in full and on time. If they are unable to attend a class (eg due to illness) or will be late for a class, they must notify EngXcel directly, either by emailing or telephoning the office.



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- 10.1.2 If a student is absent and fails to notify EngXcel directly, this will be treated as a cancellation of the lesson. Repeated absences with failure to notify EngXcel, and failure to respond to our attempts to contact the student may be treated as a cancellation by the student of the whole booking.
- 10.1.3 Refunds, credits or replacement lessons are not given for classes missed for whatever reason. In no circumstances can lessons be carried forward after the original period of enrolment.
- 10.1.4 To avoid disrupting other students' learning, a student may be asked to wait until break time before joining their class if they have arrived late. No refund will be given for the portion of lesson missed.
- 10.1.5 For private lessons booked in-person or online, if the student is late, the teacher will wait for up to 15 minutes. If the student has not joined the lesson by this point, the lesson will be treated as cancelled without notification. No refund, credit or replacement lesson will be given.
- 10.1.6 Any attendance/end-of-course certificate included in the booking is dependent on the student maintaining attendance of above 85%. It is the student's responsibility to maintain attendance at the required rate.

## **11 Behaviour, Expulsion & Damages**

### **11.1 Behaviour**

- 11.1.1 A reasonable standard of conduct is expected on all programmes, including at all times on school premises, at any accommodation booked through us, on any activities & excursions and during break times. Students are expected to adhere to the British Values, Prevent and Safeguarding practices, and the school's guiding values at all times.
- 11.1.2 Any misconduct on our summer school activity programmes will lead to total exclusion from the social programme. Excluded students will be given supervised private study for two hours instead.

### **11.2 Expulsion**

- 11.2.1 EngXcel reserves the right to expel students for unacceptable behaviour including, but not limited to, harassment of teachers or other students, possession or consumption of illegal drugs and alcohol, smoking in restricted areas, malicious damage to school property or place of accommodation, threatening other students' safety, breaking local law, cyber bullying, malicious communication, sharing grossly offensive material. No refund will be given. Repatriation is at the students own expense.

### **11.3 Damages**

- 11.3.1 Any losses or damages to any EngXcel or EngXcel-hired property or equipment or transport during the course or tour caused by the customer(s) or by persons occupying any accommodation or using any equipment allocated to them are their responsibility to pay at the time of discovery. In case of a group, the group leader will be responsible to pay any loss or damage committed by members of the group. Failure to make such payments may lead to suspension of services to the customer(s) in question.



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## 12 If we change your booking

- 12.1.1 Prices as invoiced represent a contract of booking and will not be altered by EngXcel except in case of extraordinary circumstances beyond our control e.g. act of government, excessive currency fluctuations etc. However, EngXcel may alter its prices at any time without notice before any booking has been confirmed or invoiced.
- 12.1.2 Changes of dates or of facilities and services described by EngXcel in its publicity are avoided wherever possible, but are occasionally necessary in circumstances normally beyond EngXcel's control e.g. by cancellation of reserved places in schools, hotels, or in rare cases where the bookings received for a programme or any option associated with it do not reach the number required to viably operate it (such cases must normally be notified at least two weeks before the programme is due to commence). EngXcel reserves the right to make such changes, but if in case of accommodation or services, shall either offer equivalent or superior accommodation etc. without charge, or make appropriate refund (e.g. if a facility or service is missing or accommodation is of a lesser category). EngXcel shall whenever possible inform the client of such changes and if these are substantial, the client may choose to cancel (but only within 7 days of the date of notification) and a full refund will be awarded. No other claims for compensation or expenses will be considered.
- 12.1.3 Any sample programmes, schedules or lists of customer activities (e.g. sports) published by EngXcel are subject to change at any time regarding the timing or type of activity, providing that the overall 'package of services' is, in substance, fulfilled.
- 12.1.4 EngXcel reserves the right to make changes to the social programme due to weather conditions or any other reasons beyond our control.
- 12.1.5 Some accommodation provided by EngXcel may include access to communal or other facilities e.g. swimming pools, tennis courts, etc, and it is always possible that such facilities may be withdrawn from service during the whole or part of the stay or tour e.g. for maintenance.

## 13 Complaints

- 13.1.1 In the unlikely event that a client wishes to complain about any aspect of the services provided by EngXcel, the complaint should be made in the first instance to the EngXcel Director on site. In the event that the matter is not resolved, the client or their agent should make an immediate complaint in writing to EngXcel Ltd. Such complaints are investigated in full by EngXcel, are always taken seriously and replied to in detail, and may be a subject for appropriate refund, provided always that: the client has registered their initial complaint with the EngXcel Manager on site at the earliest opportunity during the programme; the written complaint is received within 28 days of the client finishing their course; the invoice relating to the client and all other payments due from the same client/agency have been settled in full.

## 14 Our liability to you

- 14.1.1 EngXcel accepts and is fully insured for all liability arising out of loss, damage, injury, sickness etc. caused by EngXcel employees or their negligence. However:

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- I. We cannot accept liability for the action or omissions of a third-party or public persons (e.g. hotels, homestay hosts, coach operators), including those contracted to perform services or provide facilities as part of the 'package' or as additional extras; or for any events over which we do not have control. EngXcel will, however, give any reasonable help in resolving any disputes with third parties.
- II. In the case of lost or stolen property, whether taking place inside or outside premises hired or owned by EngXcel, EngXcel is only liable if such property has been entrusted to a responsible EngXcel staff member in return for a written receipt.
- III. EngXcel, of course, accepts no responsibility for loss or damages or changes caused by 'force majeure' events such as strikes, riots, global pandemic terrorism, war, fire, flood, weather problems, problems to transport or similar events beyond its control.
- IV. Our liability will be limited to the value of the course not provided. EngXcel Ltd will not be liable in any circumstances for any consequential loss whatsoever. EngXcel will not be held liable for loss, damage or injury to persons or property. Students must pay the full cost of any damage they cause to property.

## 14.2 Website

- 14.2.1 The information contained on our website is for general information purposes only. The information is provided by EngXcel Ltd and whilst we endeavour to keep the information up-to-date and correct, we make no representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance you place on such information is therefore strictly at your own risk. In no event will we be liable for any loss or damage, or any loss or damage whatsoever arising from loss of data or profits arising out of, or in connection with, the use of this website.
- 14.2.2 Through this website you are able to link to other websites which are not under the control of EngXcel. We have no control over the nature, content and availability of those sites. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them. Every effort is made to keep the website up and running smoothly. However, EngXcel Ltd takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond our control.

## 14.3 Moodle

- 14.3.1 EngXcel Ltd accepts no responsibility for the availability and services of the online teaching platform provided by Moodle and reserves the right to cancel/postpone classes at short notice.
- 14.3.2 EngXcel Ltd will endeavour to inform students in advance of any pre-planned site maintenance work/downtime on the Moodle site and will reschedule classes where possible.
- 14.3.3 EngXcel Ltd accepts no responsibility for any issues that a student has relating to their own technology, including but not limited to: internet connection, computer, mobile, or tablet capability, audio and video problems. Any classes missed due to these issues cannot be refunded.



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#### **14.4 Force Majeure**

- 14.4.1 Without prejudice to the foregoing, EngXcel Ltd will do its utmost to provide the necessary care of students affected by causes beyond its control; however extra accommodation, transfers, repatriation and any other expenses resulting from such causes are to be paid by the student. In any such case, students might have to be accommodated in emergency accommodation which may not be of the same standard or located in the same geographical areas as the accommodation that would otherwise be provided by EngXcel in terms of its obligations. If, notwithstanding that it has no obligation to do so, EngXcel Ltd covers any costs for which the student is responsible; EngXcel shall be refunded such costs in full.
- 14.4.2 EngXcel Ltd will not be responsible for any failure to comply with any of its obligations (and, therefore, shall not be required to provide any compensation) if the failure is occasioned by any cause beyond EngXcel's reasonable control; nor shall EngXcel be responsible for any costs incurred by or on behalf of the student as a result of any such cause. Such causes shall include but shall not be limited to war, threat of war, riot, global pandemic, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster and unusually adverse weather conditions.

#### **15 Severability**

- 15.1.1 If any of these terms and conditions or any provisions of a Contract with you are determined to be invalid unlawful or unenforceable to any extent, such term, condition or provision will to that extent be removed from the remaining terms, conditions or provisions which will continue to be valid to the fullest extent permitted by law.

#### **16 Changes to these Terms & Conditions**

- 16.1.1 We have the right to revise and amend these terms and conditions occasionally. You will be subject to the terms and conditions in force at the time that you make a booking, unless any change is required to be made by law or if we notify you of the change to these terms and conditions before we confirm that your booking has been successful.

#### **17 Personal Data & Privacy**

- 17.1.1 For information on how we use, store and process your personal data and your rights under the Data Protection Legislation please see our privacy notice: [engxcel.com/privacy](https://engxcel.com/privacy).

#### **18 Photography & filming**

- 18.1.1 Students and group leaders agree that photographs, videos, artwork or other works, as well as recorded or written testimonials may be used, stored or transferred internationally by EngXcel Ltd, or by a third-party agent, for promotional purposes including printed and online marketing materials and on any social media network without further consent or notification. If a student does not wish to participate, EngXcel will respect their wishes, but it is the student or their parent/guardian's responsibility to make this known to EngXcel.
- 18.1.2 Students agree that some lessons, in full or in part, may be recorded for pedagogical purposes.



**hello@engxcel.com**

**engxcel.com**



## **19 Governing law & jurisdiction**

- 19.1.1 The contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.
- 19.1.2 Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the contract or its subject matter or formation.