

NILE Terms and Conditions

1. These terms and the offer for each particular course (together the 'Terms and Conditions') set out the contractual terms which apply between INTO TEFL Ltd., Delta Language Training and Consultancy Ltd., trading as Norwich Institute for Language Education (NILE), part of the INTO Group, and those applying for (the Applicant) and following (the Course Participant) open-enrolment courses (the 'Course') provided by both companies.
 - As such, Applicants should ensure they read the Terms and Conditions very carefully before submitting their application for admission to NILE.
 - Sections / clauses marked with an asterisk * do not apply to NILE Online courses.
2. **Application to the Course and Confirmation of Acceptance**
 - To apply for a place on a Course, Applicants should complete their application form and submit it to the NILE Registrar or apply via www.nile-elt.com.
 - NILE may accept or reject applications at its absolute discretion. If NILE accepts the application, NILE will issue a written confirmation.
 - After these steps are complete, the contract between the applicant and NILE is formed.
3. **Tuition fees and payment**
 - A non-refundable deposit of £200 towards the course fee and a registration fee of £150* are payable on acceptance onto a Course.
 - The balance of fees payable for the Course, including the registration fee*, must be paid to NILE no later than four weeks prior to the start date of the Course.
 - If you enrol within four weeks of the Course start date, full fees should be paid at the time of enrolment.
 - Course fees do not include examination or external assessment fees, with the sole exception of the NILE MA programme (the MAPDLE), where all assessment fees are included in the course fee.
 - The invoice including tuition fees and registration enrolment fee* must be paid in full by bank transfer, credit card, debit card, PayPal, or TransferMate.

- If bank charges are incurred by NILE on such payments, where these charges have been incurred through no fault of NILE, these will be re-invoiced to the applicant's account, so that NILE receives the payment due in full.
- Tuition fee deposits are non-refundable unless the intending course participant proves to be unable to meet visa entry requirements (in which case he or she will be required to provide an official visa rejection letter to NILE – further details of this are set out in section 8 below).
- Any variation to standard payment terms can only be made by prior agreement in writing with the NILE Director.
- Discounts: If more than one discount should apply to a course only one such discount may be selected. Discount agreements are subject to availability and may be withdrawn or changed at any time without notice.

4. Overdue fees

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

5. Cancellation charges

- 5a. Face-to-face courses in Norwich and Galway:
 - Subject to paragraphs 7 and 8 below, if the Applicant wishes to cancel their place on the Course prior to the Course commencing, then, unless such cancellation is due to visa refusal, and/or academic and/or English Language conditions on the applicant's offer letter not being met, the following charges apply:
 - Cancellation 4 weeks or more before commencement: loss of deposit
 - Cancellation between 4 and 2 weeks before commencement: cancellation fee of £500
 - Cancellation within two weeks of commencement or after commencement: cancellation fee of full course fees
 - One week or more before commencement: cancellation fee of one week's accommodation charge

- Less than one week before commencement or after commencement: cancellation fee of full course accommodation charge
- Cancellations must be made in writing to the NILE Registrar, Norwich Institute for Language Education, 78-80 Upper St. Giles Street, Norwich NR2 1LT or registrar@nile-elt.com. Cancellations will become valid on the day the written notice is received by NILE.
- Cancellation charges will be deducted from the deposit and/or tuition fees paid by the Applicant or, if no deposit and/or tuition fees have been paid by the applicant, NILE will invoice the applicant for the cancellation charges. In such cases, payment is due within 30 days of the date of the invoice.

Tuition fee cancellation charges:

*Accommodation fee cancellation charges:

- 5b. Course delivered in-country or online:
 - Cancellation more than 4 weeks prior to the course start date: full refund of fees
 - Cancellation 2 – 4 weeks prior to the course start date: half refund of fees
 - Cancellation less than 2 weeks prior to the course start date: fees will not be refunded but can be applied to a later course subject to mutual agreement

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

6. Leaving a Course early

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

7. Contracts made by distance communication

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

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

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

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

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

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

- Contracted Course Participants are entitled (provided such refusal / delay is not the result of any fraudulent activity) to cancel or defer a Course due to refusal or non-receipt of a necessary visa, providing that they inform the NILE Registrar in writing and send evidence to NILE of the visa refusal or that the contracted Course Participant advises NILE that they have not yet received the relevant visa from the Embassy as early as possible (and in any event no later than the proposed Course start date).
- Cancellation charges will not be incurred in the circumstances described above provided that the contracted Course Participant complies with the notice requirements set out and any deposit and/or tuition fees already paid will be refunded to the account from which the fees were paid within four weeks. Failure to provide the relevant information in the timescales set out above will result in normal cancellation charges applying as set out in paragraph 6 and no fee already paid will be refunded.
- If the visa refusal states that the visa has been refused due to any type of fraudulent activity by (or with the approval of) the contracted Course Participant then he or she will be liable for the full deposit, which will become non-refundable and also the total of all claims, damages, losses (including consequential and indirect losses) and expenses incurred as a result of such fraud and the need to comply with any associated internal or external investigation.

9. Deferrals

- A contracted Course Participant may defer to a later Course if he or she has been prevented by serious external events from starting the Course. An external event includes (without limitation) serious illness or injury of the contracted Course Participant or of a close member of her/his family.
- Anyone needing to defer in unavoidable circumstances must ensure that any request to do so is accompanied by a full explanation of the reasons for the

request, is presented in writing and reaches the NILE Registrar in the UK before the Course start date. The request should also include details of the preferred new start date for the same Course type or alternative Course start date.

- All deferrals are subject to the availability of the requested chosen new Course start date at the time NILE receives the request to defer.
- Any further deferral requests will be considered by NILE on a case-by-case basis and acceptance of a deferral request will be at NILE's sole discretion.
- *The contracted Course Participant's accommodation will need to be re-booked and its provision is also subject to availability.
- *If the deferral is due to visa refusal, the provisions set out under paragraph 8 above will apply.

10. Academic criteria and attendance

- Applicants are accepted onto their Course on the strict understanding that certification at the end of the Course is conditional upon satisfactory attendance
- *By completing a Course application form, the Applicant accepts that if they fail to attend classes without good reason, or without the permission of the NILE Director, they may be deemed to have withdrawn or be required to leave the Course.

11. English language and other admissions criteria

- The level of English required for participation on NILE Courses is referenced in the Course Description for each course. Although certification of level is not usually required, except for the NILE MA, CELTA and Delta programmes, the Applicant accepts that application for a Course where the stipulated level is higher than the Applicant's language level is done entirely at the Applicant's risk, as that may jeopardise the Applicant's full and successful participation in the Course.
- The minimum age for teacher development courses is 18. However, on most courses teaching experience is an advantage or requirement. For closed language development courses, the minimum age is 18. 16-18 year-old can be enrolled by prior special arrangement.

12. Behaviour, welfare, attendance and complaints

- By submitting a Course application form, the applicant consents to NILE requesting and receiving any relevant information from any service or centre concerning the Applicant's behaviour, welfare and attendance, and to allow the efficient operation of NILE.
- If the Applicant has welfare or pastoral problems or concerns, they should make NILE aware in advance, so that appropriate support can be offered. During the

Course, Course Participants should contact the Student Support Officer if help is needed.

- NILE reserves the right to exclude a Course Participant from a course in cases of continual non-attendance, persistent anti-social behaviour (including aggressive, bullying or discriminatory behaviour, or harassment), destruction or theft of property, or any other illegal activity during their time with NILE.
- NILE has a complaints policy and procedure which details the steps to take in case of a complaint, available from the Registrar and also distributed to course participants on the first day of the course. This includes details on how to escalate a complaint to English UK and Eequal, associations ensuring quality in language teaching.

13. Class times and sizes

- *For all Courses, classes will normally be held Monday to Friday between the hours of 09:00 and 17:00 but NILE reserves the right to hold classes outside of these times.
- The maximum class size is normally 16 Course Participants for NILE's open-enrolment teachers' courses. However, where appropriate, classes may be combined, or constituted differently, for pedagogic purposes.
- *Lessons will take place in the form of classes, seminars, workshops, guest speaker sessions and including activities outside the classroom (e.g. school visits).

14. *Holidays

- Regular classes will not normally take place at NILE on recognised UK public holidays, but full course hours will be maintained within the stated Course dates.

15. *Arrivals

- Course Participants should arrive in the UK at NILE-booked accommodation on the Sunday before the Course start date and register at NILE on the published start date.
- Late arrivals – NILE expects all Course Participants to start their Course on the scheduled start date. However, NILE recognises that contracted Course Participants are sometimes delayed for unavoidable reasons (these would include, for example, cancellation of, or delays to, flights or other transport). In exceptional cases, NILE will allow Course Participants to arrive up to two days after the published start date for the Course. Unavoidable late arrivals must be notified to and approved by a NILE Academic Director as soon as the intending Course Participant becomes aware that he or she will not arrive in time for the scheduled start date.
- No discount or refund of fees will be given for late arrivals.

16. *Accommodation

- At the time of application to the Course, Applicants are invited to select their preferred accommodation. NILE aims to provide the accommodation as requested but, if this is not available, NILE reserves the right to provide an alternative type of accommodation. This will be charged at the published rate for such accommodation as set out on the course dates and fees pages.
- Accommodation is allocated as per the instructions on the application form and upon receipt of the Applicant's accommodation preference form and confirmed payment of the appropriate Course deposit.
- Applicants will be sent a copy of the Accommodation Terms and Conditions (Advice to Students) with an accommodation offer. By accepting the accommodation offer, Applicants are deemed to have agreed to the Accommodation Terms and Conditions (Advice to Students).
- NILE accommodation is normally only available to those who are registered on NILE Courses.
- NILE accommodation is not normally available to family members of course participants (unless they are also registered on full-time Courses taking place at NILE).
- NILE advises Applicants / Course Participants to insure their personal belongings. NILE shall have no liability for any loss, theft and/or damage to participants' personal belongings. NILE can provide details of insurance policies on request.
- Where a Course spans a UK public holiday accommodation fees will still be charged for those periods.
- Breakages – Course Participants are responsible for payment of any damage caused by them to property owned or occupied by NILE, or by NILE homestay hosts. Course participants in residential accommodation may be required to sign an inventory on arrival and departure. NILE reserves the right to recover costs for damage or exceptional cleaning from course participants. Any damage which requires repairs and/or exceptional cleaning which occurs whilst the Course Participant is living in the property or is required following their departure will be charged to the course participant separately at the going rate. Any damage discovered during the Course Participant's stay will be invoiced at that time and payment will be due immediately. Charges for damage discovered after departure will be invoiced to the Course Participant, who shall pay any such amounts to NILE within 30 days of the invoice date.

*Accommodation fees

- All accommodation fees for the entire duration of the accommodation booked must be paid in full by bank transfer, credit or debit card, PayPal or TransferMate at least 4 weeks prior to the start date of the Course, (or immediately for bookings made within four weeks of the start date of the Course), unless special

arrangements have been agreed with the NILE Director. If bank, credit or debit card charges are incurred by NILE on such payments, where these charges have been incurred through no fault of NILE, these will be re-invoiced to the Course Participant's account so that NILE receives the payment in full.

17. *Accommodation changes or cancellation when a course participant has arrived and moved into their Accommodation

- Residential / homestay accommodation – In all cases except visa refusals, Course Participants who wish to cancel their accommodation booking will be subject to the cancellation fees as set out in paragraph 6 above.
- Course Participants are bound by the terms and conditions of their accommodation contract as set out in Advice to Students.
- No change to the agreed accommodation arrangements will be made without the written permission of the NILE Registrar or the NILE Director. This permission will only be given in exceptional circumstances. If a Course Participant makes any change to her/his accommodation arrangements or leaves the accommodation provided by NILE without the prior written consent of the NILE Registrar or the NILE Director, the Course Participant will remain liable for the full accommodation payments invoiced or reserved at the time of confirmation.

18. *Record keeping

- For visa nationals, NILE will take a copy of each course participant's passport and visa page and their UK contact details on arrival. See point 21 for further details on Applicants' information.

19. *Medical treatment and accident insurance

- Acceptance by the Applicant of a place to study at NILE indicates that the Applicant gives permission for the administration of first aid if required during a Course.
- All NILE Course Participants should maintain a valid and comprehensive medical and accident insurance policy for the duration of their stay. NILE will not be responsible for any medical costs incurred during a course.

20. Applicants' information

- Applicants agree that copies of regular reports, e.g. on their attendance, can be supplied to sponsors without notification.
- Applicants agree that if NILE has serious concerns about their welfare, NILE can contact the identified emergency contact or other agreed person (as per the application form) without notification. Consent is hereby given by the applicant to the above until formally withdrawn in writing.

- Applicants hereby consent that the applicant's records and achievements, images and sound may be used for promotional purposes unless they expressly withdraw this permission by contacting the NILE Registrar.
- *NILE is obliged to report visa status, attendance records and UK contact details to relevant UK government bodies and will do so in accordance with its legal obligations under relevant legislation (including under the Data Protection Act 2018).
- the administration of justice;
- the exercise of any functions of either House of Parliament;
- the exercise of any functions conferred on any person by or under any enactment;
- the exercise of any functions of the Crown, a Minister of the Crown or a government department; and/or
- the exercise of any other functions of a public nature exercised in the public interest by any person i.e. necessary for legitimate purposes and justified by the Data Protection Act.

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

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

NILE will only use the personal information provided to it by applicants/course participants in order to provide and administer the course. Any personal data shared is in accordance with the General Data Protection Regulation (GDPR) 2018 and with any other applicable data protection legislation. Applicants/course participants acknowledge and agree that by providing their personal details they accept that NILE may also pass their personal data to external agencies or other selected third parties for the purposes of undertaking academic audits or ensuring compliance with NILE's regulatory responsibilities.

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

21. Liability

- Subject to the following, NILE (including its staff and/or representatives) will have no liability to the Applicant / Course Participant for any loss, damage, costs or expenses arising under or in connection with these 'Terms and Conditions' except where such loss or damage is directly caused by NILE (or its staff or representatives).

- Where such loss or damage is directly caused by NILE (or its staff or representatives), NILE's liability will, subject to the following, be limited to 150% of all fees paid or payable by the applicant/course participant to NILE.
- Nothing in these 'Terms and Conditions' shall exclude or restrict NILE's liability for death or personal injury resulting from its negligence or fraudulent misrepresentation or in any other circumstances where liability may not be so limited under any applicable law.
- NILE shall have no liability for failure or delay to supply the Course and/or any service contemplated by these Terms and Conditions caused by unforeseen factors or circumstances which are outside of NILE's reasonable control. Such factors or circumstances include, but are not limited to, staff illness; severe weather; fire; restrictions imposed by government or public authorities; epidemic; pandemic; strikes or other forms of industrial action or a terrorist attack or the threat of a terrorist attack. In the case of unforeseen circumstances beyond the reasonable control of NILE, NILE will contact the Applicant / Course Participant to advise a new commencement or recommencement date regarding the Course or alternatively to advise of an alternative course of action with the Applicant / Course Participant.

22. Disclaimer

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

23. Equal opportunities

- NILE operates an equal opportunities admissions policy. It aims to ensure that no applicant will receive less favourable treatment on the grounds of age, sex, marital

status, race, colour, nationality, ethnic origin, sexual orientation, or political or religious belief.

NILE welcomes applications from candidates with disabilities.

24. Changes to these Terms and Conditions

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

25. Transfer of these Terms and Conditions

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

26. Severance

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

27. Governing law and jurisdiction

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

*Does not apply to online courses.

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

Last updated: 01/10/2022

<https://www.nile-elt.com/catalog?pagename=Terms-and-Conditions>