

# **Terms and Conditions**

Please read the following document carefully and accept the terms and conditions prior to registering for a course.

# **Article 1: Contract Agreement**

These terms and conditions represent an agreement between the British Council and the student. Upon the receipt of the booking confirmation, the student accepts the following terms and conditions and the terms and conditions of their chosen course in full.

## Article 2: Provision of English Language Courses and Payment of Fees

- 1. The British Council will provide the student with the course and level selected upon registration.
- 2. Classes are grouped according to student level and class capacity upon registration, in accordance with the result of the level check test and, if necessary, a screening test. When the number of students enrolled for a class is insufficient, the class may be cancelled and the student is entitled to a full refund.
- 3. Students must complete payment of the registration fee and tuition fee by the due date to the bank account stipulated by the British Council or by acceptable credit card (VISA or MasterCard).

## Article 3: Course Schedule & Teachers

The British Council offers two types of courses: myClass and Seasonal Courses. For myClass, students have a fixed period in which to use their lesson credits. Seasonal Courses operate on a set schedule system, with the days and times of study fixed for each class in a set time period decided by the British Council. The teacher is also determined by the British Council.

#### Article 4: Effective Contract Period

The start date is decided based on the date on the booking confirmation and an agreement is founded between the British Council and the student.

- 1. myClass: Students may register for the course at any point in the academic year, buying a package of lessons valid for a fixed period. The start date to the final date of the fixed period contract will be known as the effective contract period.
- 2. i. Seasonal Courses (Examination Preparation Courses): The effective contract period is the period stipulated in the course timetable. Late registration is possible until the third week of study within this contracted period.

ii. Seasonal Courses (Non-Examination Preparation Courses): Students may join the course at any period within the term period and this date until the final lesson of the course will be the effective contract period.

#### **Article 5: Course Location**

The British Council will hold classes at the location specified on the application form. In unforeseeable circumstances, classes may be relocated.

#### **Article 6: Cancellation of Studying Contract**

- 1. The British Council reserves the right to cancel the contract with no prior notification under the following circumstances, whether the circumstances occur on British Council premises or during an event managed by the British Council:
  - 1. The student harasses or bullies other students, teachers or staff.
  - 2. The student behaves in a socially inappropriate manner and/or disrupts lessons.
- 2. If the student is released from the contract under the circumstances in the previous paragraph, the student will be refunded the registration fee and tuition fee in accordance with Article 9 and Article 10.

# Article 7: Disclaimer

The British Council does not accept any liability for any damage or loss, incurred within the facility or during an event the British Council is operating, whether within or outside of lesson time, and whether caused by a student to a teacher or to another student, except in cases where the damage or loss is caused by our negligence.

#### Article 8: Cooling Off

Under the Specific Commercial Transactions Law (特定商取引に関する法律), if the contract is subject to the Specific Commercial

Transactions Law (i.e. courses exceeding two months and/or tuition fees exceeding 50,000 yen), "cooling off" can be applied. The

student must submit a written document to the British Council indicating his/her intention to cancel the contract within eight (8)

days from such date when the student received the booking confirmation. The eight days will be counted from the date received the booking confirmation (inclusive) and include Saturdays, Sundays and national holidays.

The British Council will refund the full amount to the student. In case of credit card payment, the refund will be made to the student's credit card; in case of payment by bank transfer, refund will be made to the bank account designated by the student. In either case, the transfer charges will be borne by the British Council.

\*Cooling off will not be applied if the booking confirmation is for courses not exceeding two months and/or tuition fees not exceeding 50,000 yen.

## Article 9: Cancellation Prior to the Commencement of the Course (after the cooling off period)

- 1. After the cooling off period set forth in the previous article, the student is permitted to cancel the contract prior to the start of the course for which they have registered. The student should inform the British Council in writing that he/she wishes to cancel prior to the start of the course.
- 2. The course fee minus a cancellation fee of ¥15,000 will be refunded to the student's credit card or by bank transfer to a bank designated by the student, in which case the transfer charge will be borne by the student.

### Article 10: Cancellation Following the Commencement of the Course (after the cooling off period)

1. The student is permitted to cancel the contract at any point following the start of the course for which they have registered.

2. If the student cancels the contract during the term, the British Council will refund the student according to the following formula. In case of credit card payment, the refund will be made to the student's credit card; in case of payment by bank transfer, refund will be made to the bank account designated by the student. In both cases the transfer charge will be borne by the student.

## Amount Refunded = A + B - C - D

| А | registration fee (only applicable if this is the first course booked with the British Council) |  |
|---|--|--|
| В | tuition fee for unattended lessons (*)   |  |
| С | 20% of the tuition fee for unattended lessons (up to a maximum of 50,000 yen)                  |  |
| D | cancellation fee (15,000 yen)  |  |

\* Paid tuition fee for the contracted course – (attended class hours x (tuition fee ÷ total class hours)) Example: Cancellation after 20 lessons when registered for a 60 lesson myClass course

(including tax)

| А               | registration fee                       | ¥ 27,500   |
|-----------------|--|--|
| В               | tuition fee for unattended lessons (*) | ¥ 242,000 = ¥ 363,000- 20 lessons (¥ 363,000÷60 lessons) |
|                 | 20% of the tuition fee for unattended  |  |
| С               | lessons                                | ¥ 48,400 = 20% of ¥ 242,000 (less than ¥50,000)          |
| D               | cancellation fee (15,000 yen)          | ¥ 15,000   |
| Amount refunded |  | ¥ 206,100  |