

Terms and Conditions

The Terms and Conditions below apply to The Language Gallery Canada in both Toronto and Vancouver campuses and Online Programs (TLG Live). We have separate application forms and separate terms and conditions for schools operated by our affiliates in the UK and Germany.

The conditions below set out the Terms and Conditions of the relationship between you (the student) and us (The Language Gallery Canada, or "TLG Canada"/ "TLGC").

The minimum age for students at TLGC is 16 years old. For students who are under 18 in Toronto or 19 in Vancouver, parents or legal guardians are required to sign a Parental Consent Form. For more information, read our separate Policies section.

You must read, understand and agree to the Terms and Conditions below. It is a condition of enrolment in our courses that you accept and agree to these Terms and Conditions. YOU SHOULD ASK FOR HELP IN YOUR OWN LANGUAGE, IF YOU NEED IT. IF YOU DO NOT UNDERSTAND, ACCEPT OR AGREE TO ANY PART OF THESE TERMS AND CONDITIONS, YOU SHOULD NOT ENROL IN OUR COURSES.

1. Payments

- 1.1 Payments may be made by bank transfer, cheque, cash, or credit / debit card and must be received in full 14 days prior to the course start date as stated in the invoice. The registration fee must be paid immediately upon booking. A Letter of Acceptance or Confirmation of Application will only be sent after full payment has been received. Bank details are provided on the invoice. All fees are payable in Canadian dollars. Students cannot start the course until any outstanding fees are paid in full.
- 1.2 Accommodation payments must be made in full 14 days prior to the accommodation check-in date. No accommodation confirmation or family information will be provided until the full payment is completed. In such event, TLGC will not be responsible if the booked accommodation is no longer available.
- 1.3 Airport transfer payments must be made in full 14 days prior to the flight date. Flight details including arrival time, flight numbers and airline, must be provided 7 days prior to arrival for our team at TLGC to provide Airport transfer confirmation.
- 1.4 Payment must include all bank transfer charges (including intermediary bank charges). Payments made with credit or debit card have a 2% transaction fee.
- 1.5 For programs of 6 months or longer, students have the option to pay in two installments.
- 1.6 Fees subject to change: TLGC reserves the right to change the published fees.

1.7 Changes subject to approval: the student agrees that he/she cannot change, defer or withdraw from the program without the prior written consent from TLGC.

2. Visitor Visa or Study Permit (Refusals)

This policy applies to all students and staff involved in any of TLGC's operations. This policy is applicable to all students or prospective students of TLGC (Toronto and Vancouver).

2.1 If your Visitor Visa or study permit application is refused or your entry to Canada is denied, we will refund your fees, with exception of instances outlined on our website in the Cancellation and Refund Policy.

2.2 If the Visa application is refused on grounds that a student submitted documents that were fraudulent – TLGC accepts no responsibility to refund.

2.3 In order to reduce the risk of your Visa application being rejected, TLGC strongly recommends you obtain local professional advice from qualified immigration consultants. You may wish to ensure that the immigration consultant you choose is registered as a Regulated International Student Immigration Advisor with the Immigration Consultants of Canada Regulatory Council. (**Find out if your representative is authorized - Canada.ca**). While TLGC provides occasional general updates as a courtesy service to students, it is the student's sole responsibility to ensure that they are familiar with Canada's International Student Program and the most recent requirements for Visitor Visas or Study Permits. Students must always abide by any conditions of their Visa. TLGC accepts no liability for incomplete or inaccurate Visitor Visa or Study Permit applications.

2.4 Documents to be supplied to IRCC – TLGC may be required by law to disclose students' details, including academic progress and attendance rates, to relevant authorities. Hence, the student bears all responsibility for ensuring that documents supplied to TLGC to support a student's travel documents are identical to the ones sent to the relevant Canadian authorities.

See: <http://www.cic.gc.ca/english/information/applications/student.asp> for more information about your Study Permit application.

See: <http://www.cic.gc.ca/english/resources/tools/temp/visa/index.asp> for more information about your visitor or temporary resident visa.

See: <https://www.canada.ca/en/immigration-refugees-citizenship/services/study-canada/educational-institutions/compliance-reporting.html> for more information relating to TLGC's obligation to report to Immigration, Refugees and Citizenship Canada (IRCC) on your continued enrolment and student status.

3. Deferrals

- 3.1 You may defer (delay) starting your course and we will hold your admission to TLGC to the same or similar course for up to 50 weeks from the original start date of the course. Students must understand that the course they selected one year may not be identical to the one offered the following year or that the duration of the course may vary, due to price changes. The tuition fees paid for the initial course are a credit towards the following year's course.
- 3.2 If you defer starting your course and then wish to withdraw entirely from the course, cancellation policy applies.
- 3.3 If you exceed 50 weeks of the deferral, you must cancel your course and re-apply.

4. Special Needs

- 4.1 Students with special needs (medical, physical mental or learning disabilities) should provide information about their needs at the time of their enrollment and should provide documentation of their needs.
- 4.2 Students with special needs should have a meeting with the academic manager prior to their enrollment to make sure TLG's programming is right for them.
- 4.3 After the meeting, the Academic Manager and the teacher should meet with the student prior to the first day of classes so that they can interview the student and assess teaching strategies and accommodations to benefit the students learning.
- 4.4 Teachers may grant accommodations for special needs such as extra time for tests assignments as well as extra teaching support such as supplemental materials tailored to the student's needs.

5. After Arrival

- 5.1 It is a condition of your enrolment that you provide photo ID (a Passport or ID card) and a copy of your Visitor Visa or Study Permit. TLGC will take copies of all relevant documents. If you do not provide us copies of your documents on enrolment, we reserve the right to cancel your registration and will not give you a refund. You are also required to give us copies of any new passport/study permit documents you receive during your course. Your personal information will only be collected, used, disclosed and retained by TLGC for the purposes of your registration as a student in our classes, and in strict compliance with the Personal

Information Protection and Electronic Documents Act (PIPEDA) and the Digital Privacy Act, applicable in Ontario.

See https://www.priv.gc.ca/leg_c/leg_c_p_e.asp for more information.

5.2 If you have not booked accommodation through TLGC, you are required to notify us of your Canadian residential and/or postal address as soon as you know it. It is also your responsibility to update us with any changes to your contact information, including residence address, email address, telephone numbers, etc.

6. Holiday and Vacation

6.1 All TLGC campuses will be closed on Canadian Public Holidays.

6.2 The Language Gallery Canada does not make up for lessons missed on these dates. There is no refund for lessons missed due to a public holiday. All courses scheduled to start on a Public Holiday will begin on the following working day.

6.3 To comply with your obligation to actively pursue your program of study, permitted vacation time depends on the length of your course as detailed below.

6.4 You must request your vacation from The Language Gallery Canada at least 14 days before you take the vacation. If you do not request and receive our permission, IRCC may consider that you are not actively pursuing your studies. In such cases we will not refund your fees.

6.5 The holidays must be taken in blocks of 5 days, Monday to Friday, and are as follows:

Length of Course	Holiday Allowance
1 – 6 weeks	No holiday
7 – 12 weeks	1 week holiday
13 – 24 weeks	2 weeks holiday

6.6 You can take a maximum of four weeks' vacation during a 52-week period and at any one time. Exceptions might apply if the program is fully delivered online

6.7 If you are attending a fully delivered online program, please, read the TLG Live Lateness and Leave Policy for further information.

Please, visit our Policies page for additional information.

7. Attendance

- 7.1 Attendance for all students is compulsory.
- 7.2 Students are required to have a minimum in-class attendance of 80%. Failure to adhere to the attendance requirements, will lead to failure of the course.
- 7.3 You must provide a doctor's note if you miss your classes for 3 days or more. We can only authorize absence from classes with a signed medical note or valid dated letters, and/or appointment details.
- 7.4 We are required to inform IRCC if you are frequently absent and do not provide a doctor's note or other good reason. This may affect your temporary resident status.
- 7.5 The Orientation Session is mandatory. Students who do not attend will have to apply for the next available Monday.

Please, visit our Policies page for additional information.

8. Certificates

- 8.1 Students must inform TLGC immediately of any change in their immigration status.
- 8.2 You will receive a Certificate of Achievement only if you have attended not less than 80% of your classes; the certificate will confirm your level of study.
- 8.3 You will receive a Certificate of Attendance only if you have attended not less than 80% of your classes and you did not reach the level; the certificate will not confirm your level of study.
- 8.3 The issuance of any certificate is subject to your compliance with these terms and conditions.

Please, visit our Policies page for additional information.

9. Conduct and Behavior

- 9.1 You are expected to conduct yourself, always, in a manner which demonstrates respect for TLGC and its staff, fellow students, members of the public and

TLGC's property. Breaches of the Student Code of Conduct may constitute gross misconduct. You must, at all times, comply with the Student Code of Conduct which can be found on the website under 'Policies'.

9.2 We have the right to expel you without refund if you materially or repeatedly breach the Student Code of Conduct, which is found under Policies on our website.

9.3 We have the right to expel you if you cheat on or plagiarize your pre-arrival test, and we may report you to the relevant authorities.

9.4 By agreeing to these Terms and Conditions, you permit us to use, for marketing purposes, any images or video footage taken of you on our premises. If you do not agree to this, please tell us by emailing to canada@thelanguagegallery.com including your name, date of birth and student ID number with the following subject line "Marketing Consent Opt Out".

Please, visit our Policies page for additional information.

10. Limitation of Liability

10.1 Force Majeure: The Language Gallery Canada and its representatives, are not liable if TLGC is unable to fulfill any services to which they are contractually bound because of strikes or other reasons that are beyond their reasonable control such as an act of God, terrorism or war.

10.2 Students' attention is particularly drawn to the following clause: The liability of The Language Gallery Canada (and their Group, Associated and/or Affiliated companies) for losses arising from negligence (except in the case of liability for death or personal injury), breach of contract or otherwise, will be limited to the full amounts paid by the relevant student for the course. Except in the case of liability for death and personal injury and to the maximum extent permitted by applicable law, such companies will have no liability for any other direct, indirect or consequential loss or damage however arising. Signing the declaration constitutes full and irrevocable acceptance of these terms and conditions.

10.3 TLGC does not accept any responsibility for students' personal property; students should take out appropriate insurance. If you lose or damage any personal property during any social activity organized by TLGC or booked through TLGC, it is your own responsibility. TLGC is not responsible for any direct, indirect or consequential loss or damage to property incurred by any

student or prospective student.

10.4 Students coming to Canada are very strongly advised to obtain private medical insurance.

10.5 You must tell TLGC on your application form about any mental or physical restrictions or limitations that may affect your ability to complete the course, or that may affect any other student, member of staff or host family. Such information will be treated in the strictest confidence.

11. Queries and Complaints

11.1 TLGC's ability to improve your experience and rectify any problems you have is limited unless you tell us immediately about any problems so we can help. TLGC reserves the right not to accept retrospective complaints or queries. During your course you can email canada@thelanguagegallery.com with any complaints or queries.

11.2 TLGC asks that a complaint will normally be made by the student concerned. If the student wishes a third party (e.g. family member) to make the complaint, the student must give TLGC written permission to correspond with that third party to ensure that TLGC goes not break the Data Protection Act. Exception: a minor student can ask a parent or guardian to make the complaint on their behalf.

Please, visit our Policies page for additional information.

12. Exclusion

12.1 To the extent permitted by law, we, other members of our group of companies and associated parties exclude all conditions, warranties and other terms which might otherwise be implied by statute, common law or the law of equity.

13. Other

13.1 Course discounts are valid from the dates and the terms and conditions advertised. Discounts cannot be applied retroactively to bookings.

13.2 Examination fees need to be paid to the relevant examining body.

13.3 You might buy or rent the correct course book for your classes. Please refer to the book rental policy stated on our pricelist.

13.4 Maintaining Academic Reputation: TLGC's language programs are accredited by Languages Canada (<http://languagescanada.ca/en/>). TLGC is committed to maintaining and improving its reputation. Therefore, by agreeing to become a student of TLGC, you must not engage in any action, which might cause either your own personal academic reputation or the reputation of TLGC to fall into disrepute.

14. Governing Law

14.1. These Terms and Conditions are governed by the laws of Ontario and shall be subject to the exclusive jurisdiction of Ontario courts.

15. Personal Information and Privacy

15.1. TLGC protects the personal information and privacy of its students.

Please review the TLGC Privacy Policy for further details:
<https://thelanguagegallerycanada.com/policies/>

Our company information is:

Language Gallery Inc.
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