

Terms and Conditions

The Terms and Conditions below apply to The Language Gallery Canada in Toronto campus. We have separate application forms and separate terms and conditions for schools operated by our affiliates in the UK.

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, 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 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 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 21 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 21 days prior to the flight date. Flight details including arrival time, flight numbers and airline, must be provided 7 days prior to arrival in order 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 Fees subject to change: TLGC reserves the right to change the published fees.

1.6 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. Refund Policy

2.1 TLG Live Online Fees Refund, Cancellation, and Withdrawal Policy:

Cancellations with a reason for withdrawing must be sent in writing to info@tlgcanada.ca.

All refunds are made to the original fee payer, using the original method of payment.

In the event that an online course is canceled by The Language Gallery Canada ("TLGC") for any reason, a refund of 100% of the payment, including the application fee (C\$99), will be issued.

- If a student withdraws from a course before the original start-date, a refund of 100% of the program fee less the application fee (C\$99) will be issued.
- If a student withdraws from a course within 5 business days of the beginning of the course, the following rule will apply:
- Following our “money-back guarantee” policy, if a student withdraws within 5 business days of the original starting date of the course, a refund of 100% of the program fee less the application fee (C\$99) will be issued. This is only applicable for new students.
- If a student withdraws from a course after 5 business days of the original starting date of the course, the following rules will apply:
- If written notice of withdrawal is received by TLGC before 30% of the period of instruction has elapsed, a refund of 50% of the unused tuition fees less the application fee (\$99) will be issued.
- If written notice of withdrawal is received by TLGC after 30% of the period of instruction has elapsed, no refund will be issued.
- If a student withdraws from a course while the classes have been paused, calculation for a refund will be based on the original starting date.

Treatment of digital and hardcopy textbooks and materials are issued on a one-time use and activation method basis. The institution is considered to have provided the course materials to students once the Canvas LMS account or AGORA platform has been activated, and therefore cannot be returned or refunded.

Please note that bank charges may apply for refunds processed by bank transfer or by international payment platforms (e.g., PayMyTuition, Stripe).

2.2 In-Person Cancellation Policy:

Bookings may be canceled within 14 days from the registration date. During this period, the student will be eligible for a full refund except for all non-refundable fees, as listed below.

After the fourteen-day period, the cancellation policy is as follows:

- Notice of 30 days or more prior to the original start date: 90% of the tuition fees are refundable (except all non-refundable fees).
- Notice of less than 30 days prior to the original start date: 80% of the tuition fees are refundable (except all non-refundable fees).
- Notice within 0-10% of the course duration: 70% of the tuition fees are refundable (except all non-refundable fees).
- Notice within 11-30% of the course duration: 50% of the tuition fees are refundable (except all non-refundable fees).
- Notice of over 30% of the course duration: 0% refundable.

If a visa application is rejected, we require the refusal letter to be submitted and received within 5 business days of receipt. Full refund of tuition fee will be processed, except nonrefundable fees (please see the list below) and bank charges.

If a visa application is rejected and the refusal letter is submitted and received after 5 business days of receipt, regular cancellation policy will apply.

Additional Refund Information:

- Cancellations before the program start date must be sent in writing to admissions@tlgcanada.ca.
- Cancellations after the program start date must be sent in writing to student.services@tlgcanada.ca.
- All refunds are made to the original fee payer, using the original method of payment.
- Materials cannot be returned or refunded.

Please note that bank charges may apply for refunds processed by bank transfer or by international payment platforms (e.g., PayMyTuition, Stripe).

Medical insurance fee is only refundable if a cancellation was requested before the effective start date of the insurance. Once the insurance has started, no refund will be given.

Non-Refundable Fees: The following fees are non-refundable where applicable:

Registration Fee: CAD \$150

Materials (Handouts): CAD \$10/week

Accommodation Placement Fee: CAD \$215

Courier Fee: CAD \$95

Changes in Registration: CAD \$50

3. Deferrals

3.1 You may defer (delay) starting your course maximum 3 times 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.

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 either a total of 3 deferrals or 50 weeks, you must cancel your course and re-apply for a new start date and another registration fee will be charged.

3.4 Additional charges will apply if deferral surpasses the calendar year for requested services such as accommodation, airport transfers, medical insurance, activities if applicable.

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 student's learning.

3.4 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.

4. Personal information

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 [Privacy Policy](<https://thelanguagegallerycanada.com/policies/>) for more information.

5. Holiday and Vacation

5.1 TLG Live operates same working days as on campus and will be closed on Canadian Public Holidays.

5.2 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.

5.3 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.

5.4 You must request your vacation from The Language Gallery Canada at least 7 days before you take the vacation.

5.5 Students are entitled to request a vacation period equivalent to a maximum of 20% of the total duration of their program.

5.6 The vacation must be scheduled in increments of five consecutive days, from Monday to Friday, and must be requested at least one week in advance of the desired vacation start date.

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

6. Program Changes

The Language Gallery Canada allows the students to change their program delivery only before 30% of the course elapses*.

A change fee of \$50 (non-refundable) per change will be charged, and recalculations of the weeks will be made based on the amount paid to TLG Canada.

Examples:

- Changing the language program to fewer hours of instruction per week.
- Changing the in-person language program to an online program.

If the students would like to add additional hours of instruction per week to their language program or switch from online learning to in-person delivery, they can request this at any time during the program. A change fee will not apply.

Applicable fees:

- Differences in the tuition fee will have to be covered by the student before the changes to the program commence.
- Any changes to the program will be in effect starting the following Monday.

7. Attendance

7.1 The Orientation Session is mandatory. Students who do not attend will have to apply for the next available intake.

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.

8. Certificates

8.1 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.

8.2 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.

9. Conduct and Behaviour

9.1 You are expected to conduct yourself, at all times, 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 info@tlgcanada.ca including your name, date of birth and student ID number with the following subject line "Marketing Consent Opt Out".

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.

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 info@tlgcanada.ca 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.

12. Exclusion

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 Maintaining Academic Reputation: TLGC's language programs are accredited by Languages Canada. 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:
[PrivacyPolicy](<https://thelanguagegallerycanada.com/policies/>)

Our company information is:

Language Gallery Inc.
22 College Street
Toronto, M5G 1K2, Canada
Ontario Corporation no. 0002374399

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