

i-to-i TERMS AND CONDITIONS FOR ONLINE AND PRACTICAL TEFL COURSES

1. **These terms** Why you should read them. Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide TEFL courses to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.1 **What our TEFL Courses cover.** These are the terms and conditions on which we supply TEFL courses to you. Our TEFL courses combine digital course content and expert support and tutoring services to help you achieve the required standard to pass the course. If you satisfy the all course requirements in the timescales available, you will receive an e-certificate showing that you have passed the course.
- 1.2 **Our requirements** You may only take our TEFL courses if:
 - (a) You meet our requirements for English language proficiency as published on our website from time to time. If you have any doubts about whether you reach the required standard of English language proficiency you must discuss this with us before placing your order;
 - (b) You understand and accept that you may pass or fail the TEFL course depending on the standard you reach and that you will not be entitled to any refund merely because you fail the course. A tutor may fail you, in particular, if, in his or her judgment, your level of English language proficiency is inadequate for a teacher of English, if you fail to complete the course, if your performance in a test or on assessment is inadequate, if you are reasonably suspected of plagiarism, or if the standard of your teaching is inadequate;
 - (c) You understand and accept that, if your course includes a test or written or other assignment, then you must successfully complete all elements to the required standard in order to pass the course;
 - (d) You understand that if you fail the TEFL course you may then make only one (1) further attempt to pass the course;
 - (e) You understand that you must either complete the TEFL course within the allotted time or purchase a course extension details of which can be found in our [Customer FAQs](#);
 - (f) Online TEFL course bookings from 8th November 2021 to 8th August 2022 are eligible for the Guaranteed Pass as part of the i-to-i Promise. If you Fail your course under the following conditions, then you are entitled to a refund for the Online TEFL course purchased (all other purchases are not eligible):

- (i) You have worked through the course and submitted all relevant assignments as required
 - (ii) You must accept the feedback from our tutors and academic support team, follow changes instructed and resubmit as advised
 - (iii) Evidence of plagiarism or copying of work will result in non-eligibility for a refund
 - (iv) We reserve the right to recommend a downgrade from a Level 5 to Level 3 course to assist in achieving a Pass grade
 - (v) Your level of English must be native or near-native English speaker (equivalent to C1 on the CEFR framework)
- (g)** Practical TEFL Courses involve teaching practice and can therefore only operate to the required standard if there is a minimum number of students in attendance. You therefore understand and accept that you must arrive promptly at the venue, that the date and venue of face-to-face courses is subject to alteration if there are insufficient student numbers for that venue booking and that the time and date should be treated by you as an indication rather than a fixed contractual term.

2. Information about us and how to contact us

- 2.1 Who we are.** We are Teach and Travel Group Ltd trading as i-to-i and as LoveTEFL. Our company registration number is 7935847 and our registered office is at 4th Floor, Wilson House, Lorne Park Road, Bournemouth, BH1 1JN. Our registered VAT number is 202707349.
- 2.2 How to contact us.** You can contact us by telephoning our customer service team on UK +44 113 2054602 or by writing to us at customersupport@i-to-i.com
- 2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 How we will accept your order.** Our acceptance of your order will take place when we email you to accept it with an Order Confirmation email at which point a contract will come into existence between you and us.
- 3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this by email and will not charge you for the TEFL course. This might be because the TEFL course is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you

does not meet our minimum requirements, because we have identified an error in the price or description of the TEFL course or because we are unable to meet a delivery deadline you have specified or because you do not meet our criteria for taking the TEFL course you wanted to book.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. Your rights to make changes

4.1 If you wish to make a change to the TEFL course you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the TEFL course, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. Details of change fees can be found in our Customer FAQs. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see clause 7, *Your rights to end the contract*).

5. Our rights to make changes

5.1 Minor changes to the TEFL courses. We may change the TEFL course:

- (a) to reflect changes in relevant laws and regulatory requirements; and
- (b) to implement minor technical adjustments and improvements, for example to address a software security threat. These changes will not affect your experience of the TEFL course;
- (c) to update the course structure, content or syllabus in accordance with what we in our judgment consider to be best practice.

5.2 More significant changes to the TEFL courses and these terms. In addition, as told to you over the telephone and/or set out on our website and/or told to you in the TEFL course of email exchanges, we may make the following changes to the TEFL course, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a partial refund for any TEFL courses paid for but not received:

- (a) Change course dates provided we offer you an alternative date
- (b) Change course venues provided that we offer you an alternative venue

5.3 Updates to digital content. We may update or require you to update digital content, provided that the digital content shall always match the description of it that we provided to you before you bought it.

6. Providing the TEFL courses

6.1 When we will provide the TEFL courses. During the order process we will let you know when we will provide the TEFL courses to you. If the TEFL courses are ongoing services or subscriptions, we will also tell you during the order process when and how you can end the contract.

6.2 We are not responsible for delays outside our control. If our supply of the TEFL courses is delayed by an event outside our control (such as, but not limited to, extreme weather or security threats) then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event.

6.3 Reasons we may suspend the supply of TEFL courses to you. We may have to suspend the supply of a TEFL course to:

- (a) deal with technical problems or make minor technical changes;
- (b) update the TEFL course to reflect changes in relevant laws and regulatory requirements;
- (c) make changes to the TEFL course as requested by you or notified by us to you (see clause 5).

6.4 Your rights if we suspend the supply of TEFL courses. We will contact you in advance to tell you we will be suspending supply of the TEFL course, unless the problem is urgent or an emergency. If we have to suspend the TEFL course [for longer than [3 months] in any [3 months] we will adjust the price so that you do not pay for TEFL courses while they are suspended. You may contact us to end the contract for a TEFL course if we suspend it, or tell you we are going to suspend it, in each case for a period of more than [3 months] and we will refund any sums you have paid in advance for the TEFL course in respect of the period after you end the contract.

6.5 We may also suspend supply of the TEFL courses if you do not pay. If you do not pay us for the TEFL courses when you are supposed to (see clause 11.4) and you still do not make payment when payment is due, we may suspend supply of the TEFL courses until you have paid us the outstanding amounts or refuse to issue you with a certificate. We will contact you to tell you we are suspending supply of the TEFL courses. As well as suspending the TEFL courses we can also charge you interest on your overdue payments.

7. Your rights to end the contract

7.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

- (a) If what you have bought is faulty or misdescribed you may have a legal right to end the contract** (or to get the TEFL course re-performed or get some or all of your money back), **see** clause **10**;
- (b) If you want to end the contract because of something we have done or have told you we are going to do, see** clause **7.2**;
- (c) If you have just changed your mind about the TEFL course, see** clause **7.3**. You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;
- (d) In all other cases (if we are not at fault and there is no right to change your mind), see** [clause **7.6**].

7.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any TEFL courses which have not been provided and you may also be entitled to compensation. The reasons are:

- (a) we have told you about an upcoming change to the TEFL course or these terms (other than reasonably proximate changes to date and venue) which you do not agree to (see clause **5.2**);
- (b) we have told you about an error in the price or description of the TEFL course you have ordered and you do not wish to proceed;
- (c) there is a risk that supply of the TEFL courses may be significantly delayed because of events outside our control;
- (d) we have suspended supply of the TEFL courses for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than 3 months.
- (e) you have a legal right to end the contract because of something we have done wrong

7.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most TEFL courses bought over the telephone or by exchange of emails you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms.

7.4 When you don't have the right to change your mind. You do not have a right to change your mind in respect of:

- (a) The TEFL courses with an online element after you have started to download or stream these;
- (b) Face-to-face TEFL courses once these have been completed, even if the cancellation period is still running;

7.5 How long do I have to change my mind? Your TEFL Course combines digital content and services. This means that you have 14 days after the day we email you to confirm we accept your order to change your mind. However, even if that 14 day period is still running:

- (a) once you have started downloading or streaming the digital content you cannot change your mind;
- (b) once a face-to-face course has started, you cannot change your mind because of the personalised nature of the service provided; and
- (c) if we delivered the digital content to you immediately and you agree to this when ordering, you will not have a right to change your mind.

7.6 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see clause 7.1), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for the digital content in the TEFL courses is completed when the TEFL course is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately. We are unlikely to be able to offer you a refund in relation to the services element of your contract because we will have incurred costs as a result of your ending the contract (for instance, we may still have to pay a tutor booked to teach the course).

8. How to end the contract with us (including if you have changed your mind)

8.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

- (a) **Phone or email.** Call customer services on UK +44 113 2054602 or email us at customersupport@i-to-i.com. Please provide details of what you bought, when you ordered or received it and your name and address.

(b) By post. You may also write to us at i-to-i, Suite 2, Chantry House, Victoria Road, Leeds, LS5 3JB, UK including details of what you bought, when you ordered or received it and your name and address.

8.2 How we will refund you. If a refund is due, we will use the method you used for payment and will refund you within 14 days. However, we may make deductions from the price, as described below.

9. Our rights to end the contract

9.1 We may end the contract if you break it. We may end the contract for a TEFL course at any time by writing to you if:

- (a) you do not make any payment to us when it is due and you still do not make payment within 3 days of us reminding you that payment is due;
- (b) you do not meet our criteria for levels of English language competence as published from time to time on our site;
- (c) you disrupt a course or are abusive to tutors or other students or appear likely to cause damage to property or not to be in a fit state to study and participate;
- (d) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the TEFL courses, for example, your prior qualifications;
- (e) you do not, within a reasonable time, allow us to deliver the TEFL courses to you or collect them from us;

9.2 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 9.1 we will deduct or charge you 100% of the course fee as compensation for the net costs we will incur as a result of your breaking the contract.

9.3 We may withdraw the TEFL course. We may write to you to let you know that we are going to stop providing the TEFL course. We will let you know at least [9 months] in advance of our stopping the supply of the TEFL course and will refund any sums you have paid in advance for TEFL courses which will not be provided.

10. If there is a problem with the TEFL course

10.1 How to tell us about problems. If you have any questions or complaints about the TEFL course, please contact us. You can telephone our customer service team on UK +44 113 2054602 or write to us at customersupport@i-to-i.com or at i-to-i, Suite 2, Chantry House, Victoria Road, Leeds, LS5 3JB, UK. [Alternatively, please speak to one of our staff in-store.]

10.2 Summary of your legal rights. We are under a legal duty to supply TEFL courses that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the TEFL course. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

To the extent that your TEFL course is **digital content**, for example our TEFL course content, the Consumer Rights Act 2015 says digital content must be as described, fit for purpose and of satisfactory quality:

if your digital content is faulty, you're entitled to a repair or a replacement.

if the fault can't be fixed, or if it hasn't been fixed within a reasonable time and without significant inconvenience, you can get some or all of your money back.

if you can show the fault has damaged your device and we haven't used reasonable care and skill, you may be entitled to a repair or compensation.

See also clause **7.3**.

To the extent that your TEFL course is **services**, for example the services provided by your tutor, the Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also clause **7.3**.

11. Price and payment

11.1 Where to find the price for the TEFL course. The price of the TEFL course (which includes VAT) will be the price as told to you over the telephone or set out on our website or told to you in the TEFL course of email exchanges. We take all reasonable care to ensure **OR** use our best efforts to ensure that the price of the TEFL course advised to you is correct. However please see clause **11.3** for what happens if we discover an error in the price of the TEFL course you order.

11.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the TEFL course, we will adjust the rate of VAT that

you pay, unless you have already paid for the TEFL course in full before the change in the rate of VAT takes effect.

11.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the TEFL courses we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the TEFL course's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the TEFL course's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

11.4 When you must pay and how you must pay. We accept payment with Visa, Visa debit, Mastercard, Maestro, Paypal and bank transfer. You must pay for the TEFL courses at the time you order them unless the below applies.

All outstanding debts to us must be made before we will issue you with a diploma or certificate. We reserve the right to refuse enrolment on any of the courses we offer.

If you are using a credit agreement and paying for the course by instalments, you agree to pay the instalments promptly and on the dates specified in the credit agreement, irrespective of the speed at which you are studying. If you are issued with a new card, please notify us as soon as possible so that we can update our records. If you are paying by instalments and your card is declined or you miss a payment for any other reason, we will notify you by email, and your course account will be locked.

DEFAULTING ON THIS AGREEMENT

Defaulting on this agreement may have severe consequences and could make obtaining credit more difficult. This could also lead to you incurring any reasonable costs which we incur (including both administration costs and debt recovery costs), because you failed to meet the terms and conditions of this agreement.

a) If you're having trouble paying your bill, you should contact us immediately on 01202 006 464 (Option1), to discuss ways we can help and the repayment options available to you.

b) If you don't pay on time: We may use third-party agents (for example Debt Collection Agencies, High Court Enforcement companies) to recover any debt due to us, or to discuss the need to increase your regular instalment. We may also, apply for and

register a default against your/your address. Again, this could make obtaining credit in the future more difficult.

c) We may use a Credit Reference agency to review information held, this will help us choose the correct way in which we collect any outstanding debt from you. This can include any financial statement or assessment which has been provided by you to us.

d) We may make a legal claim against you to recover any debt owed (plus applicable costs) by court order. We can charge you interest at 8% per year above the current Bank of England base rate, this will be charged on the overdue amount owed until you pay this amount in full, including both applicable costs and interest.

12. Our responsibility for loss or damage suffered by you

12.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

12.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the TEFL courses including the right to receive TEFL courses which are: as described and match information we provided to you; of satisfactory quality; fit for any particular purpose made known to us; and supplied with reasonable skill and care..

12.3 If defective digital content which we have supplied damages a device or digital content belonging to you and this is caused by our failure to use reasonable care and skill we will either repair the damage or pay you compensation. However, we will not be liable for damage which you could have avoided by following our advice to apply an update offered to you free of charge or for damage which was caused by you failing to correctly follow installation instructions or to have in place the minimum system requirements advised by us.

12.4 We are not liable for business losses. We only supply the TEFL courses for domestic and private use. If you use the TEFL courses for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

13. How we may use your personal information

- 13.1 **How we may use your personal information.** We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy <https://www.i-to-i.com/privacy-policy.html>

14. Other important terms

- 14.1 **We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract
- 14.2 **You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee).** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing. We are unlikely to agree this save in exceptional circumstances because of the personal nature of the services in the TEFL course.
- 14.3 **Nobody else has any rights under this contract (except someone you pass your guarantee on to).** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 14.4 **If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 14.5 **Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the TEFL courses, we can still require you to make the payment at a later date.
- 14.6 **Which laws apply to this contract and where you may bring legal proceedings.** These terms are governed by English law and is subject to the non exclusive jurisdiction of the English courts. If you live in Scotland you can bring legal proceedings in respect of the TEFL courses in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the TEFL courses in either the Northern Irish or the English courts.