

English UK Ombudsman's Report 2023

Case #1

A student enrolled at a member centre for a nine-week IELTS preparation course. The centre's publicity indicated that the course was a fulltime IELTS course. However, it was a fifteen hour per week general English Course, with an optional four- or six-hour IELTS add-on.

All other students shared a common language; the student found themselves as the only speaker of a different language. After four weeks, the student terminated their course and requested a refund of the fees for the five weeks they did not attend. The member refused a refund.

The student had signed the member's terms and conditions that stated no refunds once the course had started. Nevertheless, the ombudsman required the centre to refund half of the sum representing five weeks' fees.

Case #2

Parents holidaying in London enrolled their two children aged 14 and 17 on a one-week residential English language course in a member centre location on the south coast. The siblings were placed in separate residential houses. After being told that they must not leave the house after 21:30, the younger sibling set off the fire alarms late in the evening trying to leave the building. This was the first in a series of misdemeanours by the younger of the two children which included non-attendance at class, hiding from teachers, making lewd sexual signs to the other students, stealing from other students and having to be restrained from fighting with another child in the class. Needless to say, the centre manager and other staff had to spend time and much effort in a fruitless attempt to get the child to accept the centre rules.

At an early stage, the centre manager had contacted the parents, requesting that they should prevail upon the child to behave. This gave no result. On the third day the parents were given notice that the student was being excluded with immediate effect and that they should make arrangements to collect them. The older sibling decided that they did not wish to stay at the centre alone, so both were driven by taxi to meet their parents.

The parents complained that their child should not have been excluded, that the staff had acted disrespectfully and that no allowance had been made for the fact that their

holiday flat was unsuitable for two children. In respect of this, the father claimed a refund of all fees paid.

After examining the extensive email correspondence between the centre manager and the parent, and referring to the member's terms and conditions and other published information, the ombudsman decided that the member's action was justified and no refund was due.

Case #3

The following case was referred to the ombudsman but was settled before a decision was made.

A member centre spent some time training an aspiring agent. The application for the agent's first enrolment was duly made and a deposit of £1000 paid. Documents were issued by the member. However, the student's visa application was refused. The agent re-applied for the student to attend a shorter course. Again, the member centre issued the required documents. The second visa application was also refused.

In both cases, the visa refusal letters had been received by the member after the date on which the courses should have started. Citing their terms and conditions, the member refused to repay the £1000. However, later when the agent enquired about sending a group, the member offered a credit of £700 to the agent. This was calculated by deducting the student's non-repayable enrolment fee of £50 and £250 for visa refusals, as stated in the member centre's terms & conditions. The group never materialised, but after arbitration by English UK, the member agreed to repay the £700 to the agent.

Case #4

A group of thirteen children from a school booked a one-week homestay course at a member centre through an agent.

There were three leaders accompanying the children. Unfortunately, after an evening restaurant meal arranged by the leaders, a twelve-year-old child tried to find their way home by themselves and got lost. The child phoned their mother to report this. The child eventually found their way home. The next day, the host family reported that this child and one other, who was sharing a room with them, were behaving very badly. The family required the children to be moved. It was arranged that the two children would be collected by the group leaders the next morning. However, this did

not happen and the centre manager had to collect them and look after them in the hotel where they were staying until the leaders came.

The sequel was a complaint about the course addressed to English UK. The complaint listed, “accommodation, abandonment, lack of care, risk to health and life and harassment.” The details of these allegations were given in a lengthy explanation.

The desired outcome of the complaint was, “an apology from the family and the school, protection of future children from such treatment and reimbursement of costs.”

On inspection of the contract the parent had signed relating to the course the ombudsman decided that he could not rule on this case. It was clear that the agreement was between the school and the parent. There was no contract between the parent and the member centre. Thus, any complaint should be addressed to the school, and possibly, in turn by the school to the agent.

However, the latter raises an important point about complaints of this type. It was clear that the parent had been promised a service over and above that offered to the agent by the member centre. In this case parents had been told that children would always be accompanied by an adult when not on the teaching premises. This had not been part of the agreement between the member centre and the agent. The practical difficulties of having such an arrangement are obvious.

In most cases when a member centre sells a group course to an agent, the agent can be trusted to limit the scale of the product which they sell to their clients to that offered by the centre. However, I would suggest that in the case of new agents, especially in countries which might be considered less mature markets, it would be prudent to ask for a copy of the course description sold to a client. Clearly it would be in the local language, but easily translated these days.