

TERMS & CONDITIONS

GENERAL CONDITIONS

1. Langcoach trades as Langcoach LTD, address: Suite 1, 5th Floor, City Reach, 5 Greenwich View Place, London E14 9NN, United Kingdom. (Hereinafter referred to as LangCo). The website www.lang-coach.com (hereinafter referred to as the “website”), including all of its content and pages,
2. The term “you” (“user”) refers to anyone who visits, uses and/or views www.langcoach.com
3. These Terms of Conditions (hereinafter referred to as the “Terms”) apply to anyone who uses or accesses the Website (hereinafter “visitors”).
4. The terms “you” or “your” refer to you as a visitor, and the terms “LangCo”, “we”, “us”, and our’ refers to Langcoach LTD.
5. By accessing or using this website, you agree to be bound by these Terms of Conditions, Privacy Policy and other terms and policies, which may be applicable to this website. If you do not agree with these Terms of Conditions, Privacy Policy and other terms and conditions and policies that may be applicable to this website, please stop access and do not use the website.

SUBJECT OF TERMS

6. The subject of the Terms is the provision of paid services for online English lessons.
7. LangCo has the right to involve any individuals and legal entities to ensure timely provision of quality services under these Terms.
8. Services are provided by the purchase of a course upon the user’s request, and the availability of the teachers.

USERS & VISITORS

9. When creating a registered account on the website and paying for services on the website, you become a user and enter into an agreement with the LangCo on the provision of services for learning English online, at www.lang-coach.com and/or other services that you have accessed and paid for on the website.
10. If you choose not to register for the service, you can access certain public content of the website as a visitor in accordance with these Terms. Visitors are individuals who do not register on the website but want to explore the content website.

RIGHTS & OBLIGATIONS OF VISITORS

11. Visitors are granted free access to certain public parts of the website solely for personal, non-commercial use. By providing you with access to the website, LangCo does not oblige itself to provide you permanent access to the website. LangCo also reserves the right to modify the website, suspend or terminate your access to the website. Furthermore, you understand and agree that we may, at our discretion and without prior notices and liability, deny you access to the website.
12. Visitors must comply with all applicable laws and regulations regarding their use of the website and these Terms and subsequently, visitors are required to:
 - not use the website or its content in any way that violates these Terms or appropriate law;
 - not to use the website or its contents for any commercial use;
 - not try to disrupt or disrupt the correct operation of the website. This may include, besides other things, the use of malicious software or devices, wilful actions to gain access to website data, or the prohibited collection or transfer of information by hacking, extracting data, stealing passwords, etc.

RIGHTS & OBLIGATIONS OF USER

13. User's by registering on the website and paying for the course thereby accepts these Terms fully and unconditionally.
14. Any user accepting the Terms will assure LangCo of the following:
 - He/she is an adult (has reached the age of full legal capacity), according to the legislation of their country and has full contractual capacity; or
 - If the user is underage: they are an emancipated minor, or have obtained the legal consent of a parent or legal guardian, or the trustee to conclude the Terms in the form established by the current legislation, and have the full legal capacity to conclude and enforce these Terms; or
 - If the user is a parent or legal guardian, or guardian of the minor and accepts the Terms on their behalf: by giving permission for a minor to use the services, parents and guardians (trustees) agree to the Terms on behalf of the minor and are responsible for the supervision of the use of services by the minor. If you did not give your child permission, please contact us immediately so that we can disable access.

CHANGES TO THE TERMS

15. LangCo has the right to change the Terms in relation to payment and tariffs by publishing new prices on the website at: www.lang-coach.com/payment. While the costs of prepaid lessons are not changed, before purchasing additional lessons, the user must familiarise themselves with the new tariffs and accept the new prices by making advance payment. If the user does not agree with the new prices, the agreement between LangCo and the user is terminated immediately after the last prepaid lesson has been conducted.

16. LangCo has the right to change their Terms and is obliged to notifying the user via email. The new version of the Terms will then come into force, (14) fourteenth days after sending a notification to the user.
17. The user will be prompted to accept the modified Terms, however, if the user does not agree to the new conditions set out in the Terms, the agreement between the user and LangCo is considered terminated from the date on which the new version of the Terms would be enforced.

SELECTION, REPLACEMENT OF TEACHERS/ SCHEDULING LESSONS

18. LangCo appoints a teacher at its own discretion, taking into consideration the user's goals for learning English, their level of English, their chose course, whether they want to learn with native or non-native teachers or a combination of the two.
19. During the trial lesson, LangCo determines the user's' level of English in order to provide them with the most suitable teachers and lesson plans. This assessment of the trial lesson is for reference only and may differ from the assessment that the user received/or may receive from a third party.
20. The user has the right to ask LangCo to change their teacher and is obliged to provide a reason for such a request. LangCo will then consider the request within 48 (forty-eight) hours from the moment of receipt and reserves the right to refuse such a request or extend the time period for consideration of such a request.
21. The lessons scheduled is consist of the chosen course, the availability of both the user and the teacher. LangCo has the right, to reserve time in the teacher's schedule for regular users of the services. However, if the user does not pay for the lesson for 8 (four) hours before its start, the reservation may be cancelled.
22. LangCo has the right to change the teacher for valid reasons (illness, planned absence, other circumstances) and will notify the user about this by notifying them via the user's personal account. If the user refuses to change the teacher, the user has the right to suspend the receipt of services under these Terms.

LESSONS

23. All lessons are held on the LangCo official website.
24. The user agrees that LangCo has the right to record audio and video during the lessons in order to control the quality and improve the quality of service.
25. If at the start time of the lesson, the teacher cannot contact the user, the teacher is obliged to send a notification through the personal account to communicate with the user.
26. If, within five minutes after the planned start of the lesson, the user does not receive a call or message in the user's personal account from the teacher, the user is obliged to

contact LangCo. A lesson that is not carried out as a result of the teachers, will be rescheduled without any cost.

27. The lesson is considered to be conducted successfully if, within 1 (one) hour after the lesson has been completed, the user does not submit a complaint to LangCo regarding the quality of the lesson or the punctuality of the teacher.
28. At the end of the course, LangCo will provide a certificate by email confirming that the user has reached a certain level of English proficiency. LangCo does not guarantee that the user will perfectly master the English language at any level: this depends on the time the user spent on learning the language and their abilities (including memorising words and phrases, revising to teaching materials, etc.). The specified certificate is issued for reference purposes and the user's level assessment made by LangCo may differ from that done by a third party.

RESCHEDULING & CANCELING LESSONS

29. The user has the right to postpone or cancel the lesson 5 (five) hours before the start. Failure to comply with this means that the user agrees to the proposed time for the lesson, and if the user misses the lesson, then the payment for this lesson is not refundable.
30. The user is able to reschedule or postpone the lesson via their personal account and only at the time marked available by their teacher.
31. In order to change the duration of the lesson (within the options available LangCo user's) or agree to increase the frequency of classes, change the teacher or suspend classes, the user must inform LangCo through the personal account (message to the user Support chat), email us at info@lang-coach.com.
32. The trial lesson is not subject to payment. However, if the user misses or cancels the trial lesson, LangCo has the right to refuse to reschedule.
33. LangCo teachers have the right to change their schedule and availability by notifying the user via their personal account with a 24 (twenty-four) hour advance notice.

TECHNICAL REQUIREMENTS

34. The user is responsible for meeting the minimum technical requirements throughout the entire lesson and for organising their workplace before the lesson.
35. LangCo is not responsible for any damage resulting from your use or inability to use the website, regardless of whether you are notified of the possibility of such damage. This exclusion clause liability does not apply in cases where the exclusion of liability is not allowed by law.
36. Minimum PC system requirements:
 - Operating system: Windows 7/8 / 8.1 / 10, Mac OS X 10.12 and newer.

- Suggested Browser: Google Chrome / Safari latest stable / Yandex Browser

37. Version;

- RAM: 4 GB and above;
- Processor: Intel i3, i5, i7 at least 4th generation or AMD Ryzen 3, 5, 7 of any generation;
- Internet connection: from 5 Mbps;
- The presence of a microphone and a webcam

38. Recommended PC system requirements

- Operating system: Windows 10, macOS 10.13 and newer;
- Suggested Browser: Google Chrome / Safari latest stable / Yandex Browser

39. Version;

- RAM: from 6 GB and above;
- Processor: Intel i3, i5, i7 not lower than 5th generation or AMD Ryzen 3, 5, 7 of any generation;
- Internet connection: from 10 Mbps;
- The presence of a microphone and a webcam.

40. Minimum system requirements for mobile devices (smartphone / the tablet):

- OS version: Android 7, iOS 12.3 or newer;
- Browsers: the latest version of Google Chrome or Safari;
- RAM: 2 GB or more;
- Processor: 1.5 GHz (4-core) or more powerful;
- Internet connection: from 5 Mbps

41. Recommended system requirements for mobile devices (smartphone/tablet):

- OS version: Android 9, iOS 13 or newer;
- Browsers: current version of Chrome or Safari;
- RAM: 3 GB or more;
- Processor: 2 GHz (4-core) or more powerful;
- Internet connection: from 10 Mbps.

42. The organisation of the workplace:

- Close all programs that can occupy most of the Internet channel (for example, file hosting);
- In order to conduct the lesson, the user must provide access to the microphone and camera on their technical device.

SUSPENSION OF LESSONS

43. The user has the right to suspend their lessons while maintaining the remaining of their scheduled lessons.
44. If the user needs to suspend their lessons, they will need to notify LangCo 24 hours before the start of their next lesson, so that LangCo is able to cancel the remaining reserved lessons, as well as notify the allocated teacher.
45. When resuming lessons, the user will be able to create a new schedule.
46. LangCo has the right to suspend classes at its discretion in the event of public holidays at the place of residence of the user or the location of LangCo. LangCo, however, will need to notify the user in advance of this by e-mail or via the users Personal Account.

PRICES

47. Courses are paid for in full prior to the lessons. Prices and methods of payments are published on the page <https://lang-coach.com/payment>, the content of which is included in the Terms by reference. Each course the user purchases entitles them to lessons within the limits specified in the course description, and within 6 (six) months after making an advanced payment.
48. The user pays for 100% of the cost of the course prior to starting their lessons. If the user pays for the lesson less than 8 (eight) hours before the start of their lessons, LangCo has the right to cancel the lesson and reserve the teacher's availability for another student.
49. Payment is considered to be completed when the money is credited to LangCo's account or a third party (Stripe), collecting fees on behalf of LangCo.
50. The user is solely responsible for ensuring that the payment made is correct and abiding by any taxes applicable in their own country of residence.
51. The user is solely responsible for paying for third-party services (such as services communications, Internet, etc.) required to receive LangCo services.
52. Payments services of LangCo are processed by a payment service provider (Stripe) acting on the basis of an agreement with LangCo. All rights and obligations arising in relation to the payment process are directly between the payment service provider and the user.
53. LangCo does not process or have access to any of the user's personal payment or bank details provided in connection with the settlement of payments by Stripe. LangCo does not store the details of bank cards on their resources, including servers, cloud storage, etc.

RESPONSIBILITY

54. LangCo's responsibility in relation to cancelling lessons is restricted to refunding any paid and unused remaining lessons, as well rescheduling.
55. LangCo's liability for this provision is limited to the cost of the current price of the course paid for by the user.
56. The parties are not responsible for violations of their obligations under the Terms if such violations are consequences of circumstances or events that the offending party could not have reasonably predicted. These include floods, other natural disasters, military actions, decisions and actions of public authorities or other events.
57. LangCo has the right to refuse to provide services if it has reasonable grounds to believe that user:
- Behaved inappropriately during class (for example, used offensive or racial, sexist language);
 - Violated the terms
58. When providing the user with bonus lessons or any other form of incentives, the user cannot demand monetary compensation in the event that these additional lessons or incentives were not provided. Furthermore, the user will not be able to demand monetary compensation if they refuse the additional bonus lessons or incentives offered by LangCo.

USER DATA

59. The user will provide LangCo with all of the data requested by the website or by LangCo, necessary to provide services. LangCo will process the user's data in accordance with the Privacy Policy that can be found on the website.
60. LangCo will not disclose confidential information provided by the user in connection with the implementation of these Terms (with the exception of publicly available information or information provided by the user when registering on the website), to third parties without the prior consent of the user.

CONFIDENTIALITY

61. The user will not disclose confidential information and other data, provided by LangCo during the execution of the Terms (with the exception of publicly available information), to third parties without prior written consent from LangCo.

INTELLECTUAL PROPERTY RIGHTS

62. LangCo (and/or its licensors) owns all rights to the website, including but not limited to other things, all audio and video content, photographs, illustrations, graphics, logos, text, information, materials and elements of the website that are the results of intellectual activities, including but not limited to any exclusive rights, trademarks, patents and/or other intellectual property rights and/or proprietary rights to them. You may not reproduce, modify, display, copy, publish, distribute to third parties or

otherwise use the website, including, without restrictions, any content posted on it, without explicit prior written permission from LangCo.

RESERVATIONS

63. To the extent permitted by the appropriate law, LangCo declares that it does not express or implied warranties and representations as to the suitability for specific purposes and the absence of violation of the rights of third parties, and is not responsible for the accuracy of the content or other information available through the website and for harm, caused as a result of access to information through the website.
64. The website and its content are provided “as is” and “as available.” LangCo does not make any warranties and assumes no responsibility for whether (i) the website or the content will meet your specific requirements or expectations; and (ii) The website will be uninterrupted, timely, secure and error-free.

TERMINATION OF TERMS BY USER

65. The user has the right to terminate these Terms unilaterally, notifying LangCo in writing of their intention to terminate these Terms and the reasons for termination.
66. LangCo will consider returning any payment previously paid by the user in the amount equal to the cost of services not provided by LangCo (any paid unused lessons). LangCo can, however, withhold any cost incurred due to the payment process.
67. In the case where a refund is granted, the refund is made within 30 (thirty) calendar days from the date of termination of the Terms. If there is a complaint about the quality of the services provided, such a claim will be considered by LangCo within 10 (ten) calendar days.
68. The refund the user will be entitled to receive will not include any free, extra or discounted lessons awarded to the user as part of a promotional or reward scheme.
69. To obtain a refund the user must request an application form from LangCo at info@lang-coach.com
70. If the User decides to resume lessons after the termination of the Terms, the cost of classes is determined in accordance with the prices in force at the time of renewal.

TERMINATION OF TERMS BY LANGCO

71. LangCo reserves the right for any reason and at any time to suspend or terminate your access to the website by blocking your IP address without notice, or responsibility. Any suspicion of illegal, fraudulent or offensive activities may be grounds for suspending or terminating your access to the website.

MISCELLANEOUS PROVISIONS

72. LangCo reserves the right, at its sole discretion, to change, supplement or remove portions of these Terms at any time. If any provision of the Terms is recognized as invalid, null and void or unenforceable, all other provisions of the Terms remain valid and subject to execution in full.
73. You are responsible to periodically check these Terms for changes. Continuing access or using the website after the posting of changes, confirms you accept and agree to any such changes. These Terms and any rights granted under them are non-transferable or assigned by you in whole or in part. LangCo reserves the right to assign its rights and obligations under these Terms.

If you require any more information or have any questions about our Terms, please feel free to contact us by email at: info@lang-coach.com