

# Terms & Conditions 2018

## 1. Payment of Fees

A 20% deposit fee is required for group students and an \$170 / £100 enrolment fee is required for individual students. The Group Deposit Fee holds the number of students, group leaders and programme dates specified on the group's Option Allocation Agreement form. Final confirmation of numbers in the group is required before the expiry date detailed on the Option Allocation Agreement. If Group Deposit Fee and or confirmation of numbers is not received by the expiry date then beds will be released. If the original allocation reduces in size or if the group cancels after the deposit fee has been received cancellation fees may apply.

The balance of all fees due should be paid in full no later than 21 days prior to arrival. Final confirmation documents will be released when full payment and travel details have been received and no sooner than 21 days prior to arrival. Visa and final confirmation documents will be issued once Embassy is in receipt of the appropriate payment and travel details.

No individual or group student will be allowed to participate in the programme reserved until the appropriate payment has been received.

## 2. Services

Embassy reserves the right to change the particulars of the services, including changes to courses, locations, accommodation, facilities and dates of the programmes where circumstances beyond Embassy's control necessitate such changes or where the number of bookings received does not reach the minimum numbers required to operate a course viably. The sample programmes featured in marketing materials are for illustrative purposes and Embassy reserves the right to change particulars without prior notice.

## 3. General Refund Policy

All refunds will be sent to the account of the Embassy representative to whom the fees were originally paid, or to the individual from whom Embassy has received

the original direct payment. If a student's visa application is rejected after payment has been received all fees, excluding any cancellation fees detailed in the Cancellation Policy below, will be refunded within 14 days, provided a visa refusal letter is received by our International Admissions Centre at least two working days before the course is due to start and the student has fulfilled all requirements for a visa application including applying in sufficient time. Students participating in a program in California must sign a California State Enrolment & Refund Agreement form. Refunds will be processed according to these terms and conditions. In the unlikely event that the school is unable to deliver a course in full, the student will be offered the refund amount in accordance with the above paragraph. The refund will be paid within 14 days of the day on which the course ceased being provided. Alternatively, the student may be offered enrolment in a suitable alternative course by the school at no extra cost. The student has the right to choose whether they would prefer a full refund of course fees, or to accept a place on another course. If they choose placement on another course, Embassy will ask them to sign a document to indicate acceptance of the placement.

## 4. Cancellation Policy

Embassy defines "cancellation" as withdrawal from a program prior to start of the study programme. All cancellations must be made in writing to our International Admissions Centre. The following refund policies apply. Refunds before Arrival: Where cancellations are received in writing more than 21 days before the first course start date 100% of package price will be refunded, but any enrolment or group deposit fee and courier fee are non-refundable. Where cancellations are received in writing 21 – 8 days prior to the programme start date, 30% of the package price will be charged in addition to other non-refundable fees. Where cancellations are received in writing 7 or less prior to programme start date 60% of the package price will be charged in addition to other non-refundable fees. Enrolment, insurance, courier, administration and airport transfer fees are non-refundable.

## 5. Withdrawal Policy

Embassy defines withdrawal as termination of a course after the first course has started. This includes any 'no shows'. Any withdrawal must be made in writing to our International Admissions Centre. No refunds will be given once the study programme has commenced.

## 6. Group Leader

The free place entitlement is specified on the Group Quote form and the Option Allocation Agreement. There is a charge for additional leaders. A group leader free place includes accommodation, board and transfers where part of the package price. Additional fees will apply for any additional activities that are not part of the Vacation Extra, Vacation Essential or Study Tours programme. In the UK, the British Council Accreditation UK scheme requires us to obtain confirmation that any leaders, teachers and coach drivers accompanying students hold evidence of their suitability to work with children. A signed letter of good conduct is required for every group prior to arrival and before admittance is permitted to the centre.

## 7. Travel Details

Travel details must be sent to our International Admissions Centre at least seven days prior to their designated arrival time. If notice is not received Embassy may not be able to provide a transfer and will not be held liable for any issues arising as a result. Note final confirmation documents will be released once travel information has been received.

Group transfers fees apply to the total number of students within a group arriving and departing together on the same flight. Students within the group arriving or departing on a different flight will be charged an individual transfer rate.

If no transfer service is required flight details and the approximate time of arrival at centre must be sent to our International Admissions Centre.

## 8. Visas

Some students require a student visa or tourist visa. Students should contact their local embassy, consulate or High Commission for additional information and entry requirements to their country of choice. Arranging the correct visa is the sole responsibility of the student or agent. Visa support documentation will be provided when we are in receipt of the 20% deposit payment (group students) or enrolment fee (individual students). If the programme needs to be deferred due to visa processing delays Embassy cannot guarantee that the original allocations will apply and change of dates may incur an additional fee.

## 9. Accident & Medical Insurance

Any medical costs (including transportation and prescription medication) are the responsibility of the individual. It is a condition of making a booking with Embassy that all students have appropriate medical insurance. Each student may be required to provide proof of suitable medical insurance (in English) prior to or upon arrival at the centre - in the USA it is obligatory. All U18 students into the USA are required to return a signed and completed minor release form to the International Admissions Centre 21 days prior to scheduled programme start date.

Students can opt to take our own Study Care insurance. Coverage under the Study Care insurance policy does not commence until the insurance fees have been paid in full. The Study Care insurance fee is non-refundable. Full details of what Study Care Insurance includes can be found on our website.

## 10. Liability

Embassy and its staff and representatives will not be liable for loss, damage or injury to persons or property howsoever caused, except where liability is expressly imposed by law. Embassy will not be liable in the event that any service contracted to be supplied by Embassy becomes impossible to supply for any reason or any cause outside the control of Embassy.

## 11. Key/damage deposit

At certain centres students will be required to pay a deposit of £30 (UK) or \$100 (USA). The deposit will be returned at the end of the student's stay subject to any damages caused, lost keys or lost travel cards. Costs of damages in common areas will be charged to relevant groups of students unless an individual accepts responsibility.

## 12. Student Welfare

Embassy is committed to safeguarding and protecting children in its care from harm. Embassy will apply this policy equally to all children regardless of gender, ethnicity, disability, sexuality or belief. Embassy expects all staff, agents and external service providers to share this commitment in order to create and maintain a safe and suitable learning environment. Further details of these requirements can be accessed in the Safeguarding Policy available on our website.

By enrolling on the course the parent, guardian or agent of the student authorises Embassy to take appropriate action in the event of a medical Emergency and acknowledges Embassy will not be liable for any costs incurred. Embassy reserves the right to terminate the course of a student if it judges it cannot provide safe and effective care.

## 13. Student Discipline Procedure

Centre rules are communicated to all students on arrival. Under 18s are subject to additional rules including curfew. Embassy rules can be found on our website. Failure to follow these rules or applicable local laws will result in disciplinary action which may include verbal warnings, written warnings or removal from the centre. Group Leader(s) or Embassy Guardians will be included in all meetings and agents will be informed as soon as possible.

Disciplinary action taken will be proportionate to the offence as judged by the Centre Manager/Director and/or Programme Manager. Minor disciplinary sanctions include verbal warnings, detention and removal from activities or excursions. Attendance at lessons, activities and excursions is compulsory for junior students unless otherwise stated and absence without cause will result in disciplinary action. Should a student continue to misbehave, or if a single offence is sufficiently serious, a written warning may be issued. Once a written warning has been issued Embassy will contact the agent or guardian as soon as possible, allowing differences in time zones. Any student who has been issued with a written warning will be made fully aware that any further incidents will result in removal from the centre.

## 14. Expulsion

Students who have been issued with a written warning and continue to commit offences will be expelled from the centre. Embassy also reserves the right to immediately terminate the programme of any person or group whose behaviour is likely to cause distress, damage or danger to other participants, Embassy employees or other stakeholders. Embassy also reserves the right to immediately terminate the programme of any person or group whose behaviour is sufficiently serious or contrary to applicable local laws. This behaviour includes but is not limited to: under-age purchase or consumption of alcohol, possession of illegal substances, any damage to property, threatening, violent or abusive behaviour. Embassy will not be liable for any costs incurred in this process. No refunds will be made for any programme elements missed as a result of such termination.

## 15. Resolution of Disputes

If a student, agent or their representative wishes to complain about any aspect of the services provided by Embassy, such a complaint should be made in writing, in English or native language, to either the Centre Manager or Centre Director. If not resolved, this should be addressed to the Embassy Head Office. Each complaint will be fully investigated provided that it is received within 4 weeks of the course ending, it was initially registered in writing with an on-site representative or Centre Manager/Director and all fees have been paid in full. In the event that the matter is not resolved, the student or group leader or agent should make a complaint in writing to:

Embassy Summer head office at: Embassy Summer Operations Centre, 1 Billinton Way, Brighton BN1 4LF, United Kingdom

Embassy English head office at: Mark Friedberg SVP Global Operations Director, 1 Billinton Way, Brighton, BN1 4LF, United Kingdom

Should a client be unsatisfied with a response to a complaint they have the right to appeal directly to English UK.

## 16. Promotional Activity

The student (and, where applicable, his or her parent or guardian): (i) agrees that the student's photographs, videos, artwork or other works, as well as recorded or written testimonials and details of the student's achievements ("Student Images and Testimonials") may be used by Study Group, or by a third party agent of Study Group, worldwide for promotional purposes including in its printed and online marketing materials and on any social media network without further consent or notification; and (ii) gives consent to Study Group storing, or transferring across international borders, copies of the Student Images and Testimonials for such purposes.

## 17. Data Protection

Any information provided to Embassy may be held on computer and shall be used in accordance with its data protection registration and the national data protection laws applicable. Our Privacy Policy is available on the Embassy website.

## 18. Further information

Pocket money requests will incur a processing charge of £25 in the UK and \$50 in the US and Canada. In the USA, guardians or parents are requested to send money through Western Union wire transfer services; sending parties will be responsible for any fees paid directly to Western Union. Students will be required to present proper identification, confirmation number and amount to be received, before any funds are disbursed by Western Union.

## 19. Force Majeure

Embassy is not liable in the event where it is unable to fulfil any service to which it is contractually bound because of fire, natural disaster, acts of government, failure of suppliers or subcontractors, labour disputes or other reasons which are outside its control.

## 20. Agents

All the above terms are applicable to direct students and agents unless variations are expressly agreed between the agent and Embassy or their parent company, Study Group, in writing.

## 21. General Disclaimer

While Embassy English welcomes students to our own schools throughout the year please note that we also work with external host providers who will provide facilities only. In these centres Embassy Study Tours and Embassy Summer courses are run by and for Study Group and there is no connection with the schools in terms of operations.