



GENERAL TERMS AND CONDITIONS

ELP Ireland's general Terms & Conditions are in addition to any specific Terms & Conditions relating to the student's chosen Programme which have been signed and agreed to at the time of booking.

1. MAKING A BOOKING

Bookings may be made by contacting ELP Ireland directly and requesting a registration form. It is important to complete all necessary sections of the registration form.

ELP Ireland, subject to availability, will acknowledge all applications within 3 working days and, where all necessary booking information is available and has been processed, an invoice will be issued.

After booking/reserving, ELP Ireland reserves the right to transfer students between schools and/or host families, at any time, for operational and academic reasons.

Specific requests at the time of booking in relation to any aspect of the student's Programme cannot be guaranteed but ELP Ireland will endeavour to take them into account.

Students with special dietary or medical considerations are accepted solely at the discretion of ELP Ireland. ELP Ireland reserves the right to refuse bookings. All bookings are non-transferable.

School/Class timetables are subject to change.

2. FEE PAYMENTS

An invoice is due for full payment within 14 days from date of invoice or before the specified deadline date, to secure a place on the chosen Programme. Bookings and/or Programmes will be cancelled automatically, according to the cancellation policy, for non-payment.

Payments are accepted in Euro only and may be made by bank transfer or by cash. All bank charges are the responsibility of the student/student's parent(s)/guardian(s).

All payments must be marked with an invoice number or student number or the student's name. ELP Ireland cannot guarantee that we have received payment unless bank transfers carry this information.

3. PROGRAMME CANCELLATION POLICY

Notice of cancellation must be provided in writing and applies from the date it is acknowledged by ELP Ireland. Cancellation policies are as follows:

DEPOSIT PAYMENTS

- Deposit payments are non-refundable.

DAYS BEFORE ARRIVING REFUNDABLE FEES POLICY

- 14+ days: 50% of any extra fees paid excluding the deposit payment.
- Less than 14 days: No refund is paid.

ON/AFTER PROGRAMME COMMENCEMENT

No refund will be paid in any circumstance except for any student who has to leave their chosen Programme for certified health reasons, which must be certified and verified by an Irish-based doctor, who is appointed by ELP Ireland. The refund that applies in such instances will take into consideration all expenses and costs incurred up to date of departure, relating to the situation. The final sum to be refunded in such instances is the sole discretion of ELP Ireland.

There will be no refund for students in violation of *The High School Programme Student Rules & Contract* who have to be expelled from their chosen Programme. Students who fail to arrive for their Programme or who fail to return to Ireland after holidays/weekends home, the Christmas Holidays or Easter Holidays will not be refunded. Students who wish to return home due to homesickness, or any other reason, will not be refunded. Students who depart their Programme early must do so at their own expense.

HIGH SCHOOL PROGRAMME PAYMENTS DUE AFTER PROGRAMME COMMENCEMENT

For ELP Ireland's High School Programme where the specific terms state that a payment is due after the student has arrived in Ireland, such payments are payable, in full, on/before the specific date stated in the Programme contract, or 14 days from the issuing of the invoice, whichever is the earlier. Failure to make payment in relation to such invoices will result in the student being removed from his/her chosen Programme and sent home immediately, at the student and/or student's parent(s) expense.

4. NO-SHOW STUDENT POLICY

A student who fails to take his/her flight to Ireland to commence his/her High School Programme, or fail to arrive in Ireland within 7 days of their school start date will be considered a “no-show” student and as a result his/her Programme will be terminated and all monies paid will be lost and no refund paid.

5. PROGRAMME CHANGE POLICY

5.1 BEFORE ARRIVAL

Programme changes in relation to school, host family, lessons or any other aspect of the student’s chosen Programme that are requested no later than 90 days before the student is due to arrive in Ireland can be made as a re-booking. Existing Programmes will be cancelled, and a new booking will be made.

Programme changes requested by the student and/or student’s parents within 90 days of the Programme commencement date are not possible. This strictly applies to High School Programmes.

In the event where a student wishes to defer a Programme into the next calendar/academic year, the student and/or student’s parents will be liable to pay any additional fees due to ELP Ireland, owing to price increases in that calendar year and any other costs. Programme deferrals must be made more than 90 days before the student is due to arrive in Ireland.

5.2 AFTER ARRIVAL

For High School Programmes, please note that once the student has commenced the school year in his/her school, it is almost impossible to change school, should a request in respect of same be made. However, in cases where the student must change school for extreme/serious reasons, at the request of the student’s parent(s), the student and/or parent(s) are responsible for any extra costs incurred in relation to the change. These incurred costs include, but are not limited to, school books, school uniform, school registration fees, school voluntary contributions, transport costs and host family costs.

Programme changes can only be effected subject to the availability of the requested change and the payment of any change fees.

No refund is available where a Programme change is taken to a Programme of lesser value. The duration of the less intensive and/or shorter Programme may not be longer than the original booking. Upgrades to Programmes are permitted subject to the availability of Programme, school and/or host family places and

the payment of any course price difference. No transfer of course value is available.

6. HOST FAMILY ACCOMMODATION

All accommodation is offered subject to availability. Accommodation fees are non-refundable and non-transferable. Host family accommodation is on a Saturday to Saturday or Sunday to Sunday basis. Extra-night accommodation may be requested and may be offered at a nightly rate subject to availability.

Accommodation prices include full-board (breakfast, lunch and/or packed lunch and evening meals) from Monday to Sunday. Students are provided with a single private room as standard.

En-Suite rooms (private shower and toilet) may be available, but this depends on each host family home. Requests by the student, and/or the student’s parent(s), for en-suite private rooms in host family accommodation on the basis of comparison with another student are not granted.

Students may be accommodated with families within their chosen town or else with a family located outside, in a rural setting.

There will be no more than one speaker of each mother tongue in the same host family.

Host Families come from a variety of backgrounds from traditional Irish families to modern-day families where both parents work. Some hosts are single professional people.

For students aged under 18 staying with host families, they will have their clothes washed once a week.

For students aged over 18 staying with host families, they will have access to laundry facilities once a week.

There is a code of conduct that must be respected between the host family and student, based on respect and understanding. If any problems arise the ELP Ireland will endeavour to resolve this in the best interests of the student, the family and ELP Ireland. ELP Ireland is available to students and Host Families who are welcome to discuss any situation with them.

Special requests (e.g. regarding diet, pets, children etc.) must be made at the time of the initial booking but due to the nature of host family placements, can’t be guaranteed, nor may ELP Ireland be able to accommodate special requests made after a student has been placed with a host family.

If several special requests are made on behalf of the same student, ELP Ireland will reserve the right to prioritise the importance of each request.

In the case of specific dietary requirements, there will be an extra charge. Examples include, but are not limited to, vegan, coeliac, vegetarian, etc.

ELP Ireland has the final say on all decisions pertaining to the student and host family.

6.1 CHANGE OF HOST FAMILY

Should a student be required to change Host Family, ELP Ireland will only do so after discussing the situation and reasons with both the student and the host family. ELP Ireland will be the only arbitrator in any such event and its decision is final and binding.

Requests by the student, and/or parent(s) in the student's home country, for a change in host family accommodation on the basis of comparison with another student's host family situation are not granted.

The organisation of a new host family for the student can take a considerable amount of time. Once a request has been made in writing to ELP Ireland, ELP Ireland allows itself 28 days to try and make the change of host family and will endeavour to do so. However, the following 2 situations can arise and must be noted:

1. Should a student or student's parents request that the student be moved to another host family, but ELP Ireland is not able to find an alternative suitable host family, the student must return home immediately at his/her own expense.
2. Should the host family request that the student be removed from their home, but ELP Ireland is not able to find alternative suitable host family accommodation, the student will have to return home immediately at his/her own expense.

7. PRIVATE HOSTING ARRANGEMENTS

Private hosting arrangements between host families and a student(s) and/or student's parent(s)/guardian(s) are totally prohibited; for the student or any others for the period you use ELP Ireland or afterwards. Hosting arrangements or agreements must be made through ELP Ireland.

This applies equally to approaches made by the host family and approaches made by the student and/or student's parent(s)/guardian(s), equally.

Such contact would represent a breach of contract and the student will be removed from his/her Programme immediately, at his/her own expense.

If the student and/or student's parent(s)/guardian(s) wish to extend, prolong, continue or repeat the student's Programme in Ireland, then any such arrangements must be made through ELP Ireland.

8. HEALTH AND TRAVEL INSURANCE

Students are advised to take out private health insurance in his/her home country. ELP Ireland also recommends students to take out travel insurance in case of accident, loss of luggage, repatriation, etc.

EU/EEA nationals are advised to obtain an EHIC (European Health Insurance Card, formerly an E111) as minimum cover: for further details please contact your local Governmental Health Department.

ELP Ireland is not responsible for any accident, injury or personal loss suffered by a student whilst participating in an ELP Ireland Programme. ELP Ireland will not cover costs that may arise as a result of the need for medical/dental treatment or repatriation of a student.

Students are responsible for their own personal effects. Students are advised to insure against loss of fees and/or expenses that may be incurred due to cancellation, sudden or early departure from his/her chosen Programme. ELP Ireland does not organise such insurance and the student's parent(s)/guardian(s) is responsible for organising same. There will be no refunds for days missed, late arrival or early departure.

9. EXTERNAL SERVICE PROVIDERS

External Service Providers are those who ELP Ireland advises, recommends or contracts on behalf of the student in his/her chosen Programme, to provide a service/product to the student which ELP Ireland is not in a position to provide.

In such instances, ELP Ireland is not responsible for any services provided by External Service Providers, nor is ELP Ireland responsible for any accident, injury, death or personal loss suffered by a student whilst participating in an event/activity organised by an External Service Provider.

10. START & FINISH DATES

Programmes start and finish on the advised & agreed chosen dates. The student is not permitted to stay in Ireland after his/her Programme has finished and must return home immediately.

11. GENERAL CONDITIONS

ELP Ireland assumes no responsibility for loss, delay or accident of any kind whatsoever that may occur due to fault or negligence of any company or persons carrying out ancillary arrangements outside of our control.

ELP Ireland reserves the right to cancel any arrangements or bookings without prior notice if payment conditions are not met.

ELP Ireland reserves the right to refuse or cancel bookings in circumstances where school or accommodation facilities are unsuitable to a student's needs or special needs.

In cases where a medical condition makes it impossible to complete the student's Programme and if this condition existed but was not advised to ELP Ireland at the time of the booking, ELP Ireland refuses any liability, then the student must return home at his/her own expense and no refund will be given.

In cases where an issue (personal, family or otherwise) or circumstance (personal, family or otherwise) makes it impossible to complete the student's Programme and if this issue or circumstance existed but was not advised to ELP Ireland at the time of the booking, ELP Ireland refuses any liability, then the student must return home at his/her own expense and no refund will be given.

Should a student behave in an unseemly and/or inappropriate manner that may bring ELP Ireland, their school, host family or agent(s) into disrepute or cause damage to one or all of their reputations in any way, either real or imagined, he/she will be asked to leave his/her chosen Programme immediately. ELP Ireland will be the only arbitrator in any such event.

A serious misdemeanour or infringement of the laws of Ireland will result in instant dismissal from the student's Programme, whereby the contract will be terminated. Costs incurred by the student as a result of dismissal in these circumstances from the student's chosen Programme are the sole responsibility of the student and/or the student's parent(s)/guardian(s) and ELP Ireland will accept no liability of any kind.

The student is responsible for payment for any damage or injury he/she may cause to buildings, fittings, furnishings, individuals' or host family property, etc., while registered as a student with ELP Ireland.

ELP Ireland reserves the right to change, without notice, the contents, dates, times, locations or any other details of Programme(s) brought about by political events, natural disasters, weather or any other events considered by the organisers to be pertinent.

If ELP Ireland does not enforce any condition of these Terms and Conditions or we delay in enforcing it, this will not prevent us from retrospectively enforcing the condition and will not constitute a waiver of that condition.

Any disputes in relation to accounts or services provided will, where necessary, be heard in the courts of the Republic of Ireland, where the service is being carried out. The interpretation of these Terms and Conditions, all agreements and communications with ELP Ireland shall be through the English language.

13. LANGUAGE

English is the primary language of ELP Ireland as the service is provided in the Republic of Ireland. ELP Ireland assumes that the student and/or parent(s)/guardian(s) understand all details of all Programmes in addition to these General Terms & Conditions.

14. FORCE MAJEURE

ELP Ireland or the student and/or student's parent(s) /guardian(s) shall not be liable for any failure of or delay in the performance of the chosen Programme for the period that such failure or delay is due to causes beyond its reasonable control (Force Majeure), including but not limited to Acts of God, war, strikes or labour disputes, embargoes, government orders or any other force majeure event.

If an event of force majeure occurs, the party affected by the other's inability to perform may elect one of the following remedies: (a) to terminate the chosen Programme in whole or in part; or (b) to suspend the Programme, in whole or part, for the duration of the force majeure circumstances. The party experiencing the force majeure circumstances shall assist the affected party in all reasonable ways to minimize the impact of force majeure on the affected party.

In the event where the chosen Programme is terminated or suspended, the cancellation policy in this document shall apply.

15. FLIGHTS & TRANSFERS

ELP Ireland takes no responsibility towards the booking of flights nor the services carried out by airlines. The booking of flights is the sole responsibility of the student and/or the student's parent(s).

In addition, ELP Ireland does not accept responsibility for any costs incurred, such as, but not limited to, accommodation, food, rescheduling or rebooking of flights etc., that are a consequence of flight delays, missed flights, cancellations etc. owing to adverse weather conditions or any other mitigating factors. Where a flight is cancelled or rescheduled and there are costs incurred, the student and/or student's parent(s)/guardian(s) are responsible for all such costs.

Where flights are delayed/cancelled, ELP Ireland should be informed immediately to allow us to reschedule transfers, where we are unable to reschedule transfers due to lack of notice or available options to late departures or early arrivals, students and/or students' parents will be required to arrange and pay for taxi transport to their host family.

Flight number, date and time of arrival/departure must be advised to ELP Ireland as soon as possible to enable us to arrange your collection/drop-off at the airport. Method of transfer is at the sole discretion of ELP Ireland and may be by bus, train, car or taxi (private & shared).

Students who make their own transfer arrangements within Ireland do so at their own risk and ELP Ireland is not responsible for any injury, loss, death or bodily harm that occurs.

16. PUBLICITY

From time to time, ELP Ireland may take photos or videos of students participating in Programme activities for promotional purposes. ELP Ireland publishes such items and assumes that the student and/or student's parents have no issue with same.

Should the student and/or student's parent(s) not want to such photos to be published, please advise ELP Ireland in writing by email (info@elpireland) or by post to the address at the end of this document.

17. DRUGS, ALCOHOL & CURFEW

The use of alcohol, illegal drugs or other proscribed substances is strictly forbidden. Students found in possession or found taking alcohol, illegal drugs or other prescribed substances will be sent home immediately at parent(s)/guardian(s) expense. Parent(s)/Guardian(s) will be advised of the

termination of the student's Programme and must make arrangements for the student's immediate return home. No refund of fees will be permitted in this circumstance.

Students are subject to a curfew: they must be at their host family home by a predetermined time which will be explained prior to the student's arrival and/or by the student's host family. Students must not be away from their host family after their curfew time except under specific explicit permission and agreement with the host family or ELP Ireland.



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This document is valid as of 08/11/2017 and overwrites all previous versions, including the most recent version, dated 26/01/2017.