

**Students and Adults** 

# Terms & conditions

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# Terms & conditions

#### 1. How to Book

Bookings are done online. The booking is binding on the student once the student and/ or their legal guardian has indicated his/her acceptance of these Terms and Conditions within the online booking process. EF accepts the enrollment by sending a confirmation and initial invoice.

## 2. What is included in the Course Fee

- 1. Chosen Language course
- 2. Accommodation in homestay with a half board meal plan available from the Sunday immediately preceding the Monday start date until the Saturday after the course ends
- 3. Online pre- and post-course for up to three (for general/summer courses) or six months (for intensive/exam courses) for all English language course
- 4. Weekly activities program
  The Course Fee comprises two elements:
  The Tuition Fee (40%) for lessons and the
  Student Services Fee (60%) for other items
  including homestay accommodation.

# 3. What is not included in the Course Fee

- 1. Enrollment Fee of USD195 for courses up to 8 weeks, USD295 for courses of 9 weeks or more
- 2. EF Course Materials

#### 4. Organizer

All programs are organized and sold by EF Education First Ltd, Selnaustrasse 30, 8001 Zürich, Switzerland (referred to as "EF"). EF is entitled to transfer or assign these Terms and Conditions and all rights and obligations hereunder to an affiliate.

#### 5. How to pay

EF accepts the following payment methods:

#### 1. By bank transfer directly to the Organizer:

Name of Bank: Credit Suisse AG Address: Paradeplatz 8, 8001 Zurich, Switzerland Account holder: EF Education First AG Account holder address: Selnaustrasse 30, 8001 Zurich, Switzerland Account: 958089-32-28 IBAN: CH09 0483 5095 8089 3202 8 SWIFT: CRESCHZZ80A

#### 2. By credit card (where applicable)

Please note that cash payment cannot be accepted. Credit card fees will apply according to local laws and regulations.

#### 6. Payment Plan

Enrollment: Enrollment fee and Cancellation Protection, due on booking date Program Deposit: 20% of the Course Fee, due 14 days after the booking date 2nd Payment: 20% of the Course fee, due 45 days after the booking date 3rd Payment: The remaining balance, due 60 days prior to the program start date EF may offer a personalized payment plan upon agreement, in which case that payment plan shall apply instead of the above. For late payments EF reserves the right to charge a late payment fee of USD100. Any promotional offers or discounts confirmed at the time of booking are subject to payments being made on time, and not reducing the length of the booking.

#### 7. Travel Insurance Coverage

All students must have travel insurance coverage. EF has a tailor-made travel insurance group policy with the insurance provider Erika Insurance Ltd. (or with an alternative insurance company as defined in the applicable insurance policy), under which EF is the policyholder. This insurance is included in the booking and will be part of the total amount charged to the student. The insurance coverage includes illness/ accident, repatriation, interruption, theft, delay and liability. Full terms of the insurance can be found on www.erikainsurance.com. A student refraining wishing to renounce this coverage must fill out EF's proof of insurance document and provide EF with a copy of the alternative insurance policy in English, no later than 15 days before the due date of the final invoice. In this case the value of the insurance will be deducted from the total amount charged. Students enrolling at a school in Australia are required by the Australian government to obtain medical insurance with an Australian company. EF can offer students Allianz Private Insurance for purchase. Contact us for more information.

#### 8. Health formalities

Legal guardians of students under the age of 18 (19 in Canada) will be required to sign a medical liability waiver. The student may be under obligation to provide proof of vaccination and needs to be of good mental and physical health for the duration of the program. EF reserves the right to terminate and/or repatriate the student at the student's expense if necessary for mental or physical health reasons. The section "Withdrawal fees after course start" applies to such terminations. The courses are suitable for students with reduced mobility as long as the students are autonomous to move around and participate in possible activities according to the destinations and depending on availability.

#### 9. Cancellation Protection

EF Cancellation Protection is available upon enrollment and charged as a one-time, non-refundable fee of USD95. This covers cancellations before departure due to illness and Visa rejection. A doctor's documentation is needed within 10 days of the claim.

#### 10. Local Public Holidays

On local public holidays EF Schools will be closed. Booked accommodation is available for students during the holidays.

### 11. Class Schedules and Attendance

Classes are offered at all EF Schools in a block schedule of 5 days on Monday to Friday (or Tuesday to Saturday) from 8:00 to 20:00. EF language lessons last at least 40 minutes and are often held in blocks of 2 x 40 minutes. To receive the course certificate and maintain visa status, EF students must have an attendance of at least 80%.

#### 12. Course levels

When an EF School has a course level of five students or fewer, EF reserves the right to combine students of different levels in the same classes.

#### 13. EF Course Materials

EF Course Materials are needed to follow EF course curriculum. EF Course Material prices are as follows:

#### English courses:

Weeks 1-6: USD55 Weeks 7-12: USD100.\*

\*each additional six week interval: USD55

#### Non-English courses:

Weeks 1-9: USD85 weeks 10-18: USD155

\*each additional six week interval: USD55

For specific SPIN lessons there may be additional course material cost.

#### **EF Campus Credits**

Unused EF Campus Credits exceeding 20 USD will be refunded after course end. An administrative fee of 20 USD will be charged. Students booking a new course within 12 months can transfer the full value of unused credits.

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## 14. Special Interest Lessons (SPIN lessons) and lectures

SPIN classes and lectures are taught in class or online and the selection varies between campuses.

#### 15. EF's Learning Guarantee

Cover of student's costs under the Learning Guarantee only applies to the Tuition Fee.

# 16. Internship or Volunteer Experience Program

The EF Internship or Volunteer Experience Program is available at an additional fee. Included in this fee is a preparation program and up to 100 hours of part-time unpaid work or volunteer experience. Internship and volunteer experience programs vary according to visa regulations and are therefore not guaranteed to all students

#### 17. Arrival Airport Transfers

The transfer service is offered between 7:00 and 21:00 hours local time on the day before the course start date. If students arrive at any other time, EF can arrange a special transfer at an additional fee. If several students are picked up at the same time, there may be a waiting periods before the transfer.

# 18. Changes before and after course start date by the student

Changes of the program 60 days or more before departure will result in a rebooking fee of USD100 and USD250 if less than 60 days before departure. In the event of a change of course (start date postponed, shortened length), the cancellation conditions will be applied to the original start date and length. Students making changes to their course after the start date will be charged a change fee of USD100. There is no refund for downgrades (e.g., change from Intensive course to General course or change to a less expensive destination).

# 19. Changes made by EF before course start

EF retains the right to make changes to destination, course type, start date or type of accommodation up to 20 days before the course start date. If EF needs to make major changes to the program, EF will inform the student of the proposed changes and the impact on the price, if applicable.

# 20. Cancellation fees before program start.

Cancellations must be made in writing, addressed to the Organizer, and submitted to the EF office or local EF representative. In all cases, the Enrollment Fee, Cancellation Protection fee, Visa fee and Courier fee are non-refundable. Right of withdrawal does not apply to the purchase of the program.

Cancellation conditions for flight tickets are listed in the section Flights below.

Cancellations prior to 60 days before program start, EF charges the

20% of the Course Fee and accommodation supplements.

Cancellations between 31 and 60 days before program start, EF charges 40% of the Course Fee and accommodation supplements.

Cancellations between 8 and 30 days before program start, EF charges 60% of the Course Fee and accommodation supplements.

Cancellations 7 days or less before program start, EF charges the full Course Fee and accommodation supplements.

Destinations in the USA if the student is already in the USA with an EF sponsored F1 Visa

For Cancellations, EF charges according to the conditions outlined above, with a minimum of 60% of the Course Fee and Accommodation Supplement.

### 21. Withdrawal fees after course start

To withdraw from the EF program, students must inform the EF School and sign the course change notification form. The date of withdrawal is defined as the Saturday of the week of the last day of class attendance.

EF is not obliged to refund students whose courses are terminated due to violation of EF's written disciplinary and/or attendance policies or local, state or federal laws.

Charges other than Course Fee and accommodation supplement are non-refundable.

## 22. For all destinations except in the USA

A withdrawal is effective upon a 4-week notice period for courses shorter than 12 weeks, and an 8-week notice period for courses of 12 weeks or longer. The Course Fee and accommodation supplements for the time after the notice period will be fully refunded.

#### 23. For destinations in the USA

For withdrawals until the mid-point of the course for courses up to 11 weeks, EF will retain the full charges for the first 4 weeks and refund the tuition fee for the unused weeks after week 4.

For withdrawals until the mid-point of the course for courses 12 weeks or longer, EF will retain the charges for the first 6 weeks and refund the tuition fee for the unused weeks after week 6.

For withdrawals after the mid-point of the course (50% of the total booked course duration) EF will retain all charges.

Refunds for courses in the USA will be issued within 45 working days of the last day of attendance.

In the USA students will be automatically withdrawn if they fail to attend classes during 30 consecutive days.

#### 24. Student Conduct

All students will have to adhere to the school's local code of conduct. Students engaging in illegal activity or behavior that deliberately disrupts the learning

environment or damages property of EF, accommodation providers or fellow students will be expelled or suspended from the program and the student shall compensate EF and hold EF harmless from any claims from third parties in relation to such damages. The Course Fee and other charges will not be refunded, unless otherwise prescribed by local accorditation rules

#### 25. Passport and visa

The student is responsible for any entry formalities for the destination country, such as passport and visa. Before departure, the student must consult the official website of the government of the destination. It is recommended to begin the visa process four months before the course start. If a student fails to meet the attendance requirements tied to their visa, EF may report the student to relevant authorities in the destination country.

#### 26. Destination specific policies

Students booking courses in Australia, New Zealand, Singapore and British Columbia (Canada) will receive specific local terms and conditions that complement this document.

#### 27. Validity of Prices

The prices published are based upon currency exchange rates in effect at the time of writing [12/06/2023]. They are therefore subject to change before departure in case the exchange rate between the American dollars and the currency of the destination country changes significantly. EF also reserves the right to amend the price in case of increases in government taxes or in case of cost inflation in the destination country.

#### 28. Personal Data

EF is committed to protecting the privacy of our customers and a full description of EF's processing activities and your rights can be found here www.ef.com/legal/privacy-policy.

# 29. Photography and film material

The student or its parent / guardian accepts that EF can freely and for the purpose of promoting EF's products and services use photography, film and sound material that has been created during the course that contains an image of the student, that the student creates as part of the course and uploads to EF's website(s) or apps, and/or that the student uploads to social networks, such as Instagram and Twitter, under the hashtag #EFMoment, #EF4ever or other hashtag invented or promoted by EF. The student will be asked for consent prior to each collection of such material.

The student accepts and agrees that course material created by the student, such as essays, may be used for research purposes in anonymized form.

#### 30. Liability and force majeure

EF will not be liable or responsible for any loss, damage, inconvenience, delay in performance, or failure to perform in connection with the provision of any goods or services due to causes beyond EF's reasonable control, including but not limited

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to: fire; natural disaster; acts of government; labor disputes or civil unrest; criminal, terrorist or threatened terrorist activities of any kind; pandemics or public health emergencies; any negligent or willful act or failure to act by any third party; or any other cause beyond the direct control of EF. These conditions do not affect your rights as defined by the consumer protection laws in your home country.

EF is required to apply all health and/or pandemic measures taken by the authorities, in particular medical repatriation, quarantine, management of infected students and those in close contact with infected students. EF may therefore adapt the conditions of the stay and immediately take precautionary measures.

To the extent permitted by law, the liability of EF, its affiliates, their directors, officers, employees, agents and partners with respect to losses arising from negligence, breach of contract or otherwise will be limited in all circumstances to the full amount paid to EF for the particular course. Such companies and persons will in no circumstances have any liability for indirect or consequential losses or damages.

#### 31. Misspellings and typos

EF reserves the right to correct typographical errors and is not bound by obvious inaccuracies.

#### 32. Organizer

All travel and language programs are organized and sold by EF Education First Ltd, Selnaustrasse 30, Zurich, Switzerland (referred to as "EF"). EF Language Colleges Ltd, Zurich, Switzerland, promotes the travel and language programs sold by EF.

#### 33. Disputes and Governing Law

Any complaints should first be addressed to staff at the destination so the issue can be solved. Students who perceive that the course or other services purchased from EF are still not being performed according to the agreement after a reasonable period of time to remedy the issue should inform EF without delay, in writing.

This agreement shall be governed by the laws of Switzerland, without regard to conflict of law provisions. Any dispute or claim arising out of or in connection with this agreement must be resolved by a court located in Switzerland.

#### 34. Flights

For Flights booked by EF on a student's request (including discounted and free flights), the student agrees to be bound by the airline's policies and terms and conditions. EF is not responsible for airline schedule changes, cancellations or delays. Any airline fees for rebooking, rerouting or cancellation are the responsibility of the student. EF reserves the right to charge for increases in airline charges and taxes.

For free flight offer EF contributes a maximum of USD 500 to the cost of the student's flight to and from their course

destination for Intensive and Exam courses of 12 weeks or longer. The flight booking must be made through EF. This offer cannot be used in conjunction with any other EF offer. The student will be charged the full cost of EF's flight contribution if they change their course to a General or Basic course, or if the course is terminated and is therefore less than 12 weeks long. The offer is subject to cancellation without further notice.

### 35. Sanctioned individuals or territories

The Student is obliged to submit their official registered domiciled address when booking the course. The Student represents and warrants that neither the Student nor any of the immediate family members of the Student is a designated, blocked, or otherwise identified under any sanctions laws or is engaging in transactions that are prohibited by sanctions laws. If performance under these Terms and Conditions (in whole or part) would, in EF's sole discretion, constitute a breach of a sanctions law applicable to EF, EF shall have the right (i) not to fulfill its obligations under the Agreement and shall not be liable to pay any claim hereunder to the extent that such payment would expose EF to any sanction, prohibition, penalty or restriction under any applicable sanctions law, and (ii) to terminate this agreement with immediate effect without liability for any direct or indirect damages to Student.

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