



# EF ACADEMY

International  
Boarding Schools

## Terms and Conditions 2021-2022

By submitting this application, you agree to the terms and conditions outlined herein. If the application is accepted, we will send a confirmation of your acceptance to the program, along with an invoice detailing the payments due. Wherever these Terms and Conditions have been translated, the English version of the Terms and Conditions supersedes the translated version in the event of ambiguity.

### Acceptance Requirements

#### English language requirements

Students are required to have a certain level of English for admission to EF Academy. Students must take the EFSET test at an EF office or supply official TOEFL/IELTS scores. Contact your local EF office to learn about the specific English level requirements for each program.

Admission is conditional on additional English testing upon arrival at the school. Should the test result not confirm previous test result and the student consequently not fulfill the admission requirements for the particular EF Academy program, EF Academy reserves the right to assign the student to another suitable course. If a student decides to leave the school due to a decision from EF Academy to move the student to another course, it will be viewed as a regular termination and the refund rules according to these Terms and Conditions apply.

#### Academic requirements

If students do not meet the academic criteria of their original chosen program, they will not be allowed to proceed but will be offered an alternative course or invited to withdraw without an additional refund.

#### Special educational needs

EF Academy requests that any applicant's known special educational needs are communicated by filling out the 'Academic Addendum' document during the application process for EF Academy to determine whether the school can accommodate such needs.

#### Health requirements

Students are accepted on the basis that their mental and physical health allows them to participate in full time studies abroad. Parents or guardians are required to inform the school of any medical condition that may affect the student's performance, behavior, or safety in the school before applying for admission. Any form of medical condition including any type of mental health condition affecting the student together with information about any medication or regime required by the student must be made known in English to the school or local EF office who will share this information, as appropriate, with the host family or residential advisors and school officials.

To be eligible to participate in the program, the student must have a Health Certificate completed and signed by a doctor. EF Academy reserves the right to withdraw students without any additional refund with preexisting medical conditions and/or special medication needs that were not mentioned in the Health Certificate/ Medical Declaration prior to their arrival.

#### Issuance of visas

Special conditions apply for students requiring visas to study at any of EF Academy's campuses. EF Academy will only issue visa application documents once a student has paid at least 1 term of tuition and accommodation fees of the academic year, signed the Parental Consent form and the Code of Conduct.

### At school

#### Arrival to school

Students are required to arrive to school during the days communicated by the school. If students arrive late, they will be marked as absent affecting their grades and potentially also their visa. No refunds will be granted for time missed due to late arrival.

#### Airport transfers

For the New York campus, EF Academy arranges transfers for students for all six arrival/departure dates of the school year on the New York campus, for which a separate fee is charged. Students are required to utilize this service unless special circumstances hinder them from doing so. Please contact your local EF office or representative for details.

For the Oxford campus, EF Academy offers airport transfers for all new students on arrival day (see the price list). As per safeguarding measure, all new students traveling alone are required by EF Academy to use this transfer option. Further airport transfers during the school year can be ordered on campus and will be charged separately.

### **Accommodation rules**

EF Academy's aim is to always provide the accommodation requested, the school is however not bound to provide a specific type of accommodation and will if necessary, provide an alternative arrangement within the range of accommodations offered. A student who wishes to terminate a current residence stay will have to give one term notice. EF Academy will retain all fees paid for the residence space for the notice term. Any change in accommodation arrangements during the school year are subject to prior written approval by the Head of School of the respective campus.

Accommodation is not available during the spring or winter holiday period. Summer accommodation is not available unless enrolled in a summer course.

### **Meals**

Breakfast, lunch, and dinner during the week as well as brunch or breakfast and dinner during the weekends are included.

### **Holidays**

No holidays will be authorized outside of the school calendar holiday dates and students not in school will be marked as absent affecting their grades and potentially also their visa. Students that are absent during the course will not be granted a refund. Periods of absence may not be made up with free extension of the courses.

Should a student choose to return to their home country or take a holiday during the course, accommodation and meals will not be refunded. EF Academy is following the calendar in the country of study. No classes will take place on national public holidays.

### **Travel insurance**

EF Academy has negotiated and entered into a tailor-made 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 International Academy Ltd. is the policyholder.

This travel insurance coverage (including a sport/risky activity supplement) is included in the program fee for all students except for US & Canadian residents. Students are covered by this insurance from the time they leave their home country and depart for school until their return home. Students are not covered if and when they return to their home country during the course of the program. US & Canadian residents are required to provide evidence of personal insurance by sending a copy of the insurance coverage to the admissions office. EF Academy requires a policy covering the equivalent of GBP 320,000/USD 500,000 third party liability insurance.

### **Personal property**

The travel insurance policy includes coverage for personal property. No responsibility can be accepted by EF Academy for any loss or damage, which may occur while the student is living with a host family or in dorm/residence.

### **Breakages, loss or damages**

Students are responsible for any damage caused by them to school property and household property of their host family.

### **School organizational policies**

Each EF Academy campus has several individual school policies such as Health and Safety, Code of Conduct, Sanctions, Complaints and Exclusion. These are made known to students on arrival and are available on request from each campus.

### **Academic criteria for examination entry**

EF Academy reserves the right to not enter students who do not perform satisfactorily in their course work for external public examinations such as the IB. The criteria for entering external examination will be based on formal assessments that take place at least twice a year.

The assessment will consider:

- Course work
- Internal examination results
- Attendance
- Effort in class and homework
- Public examination potential

Entering external examination is subject to additional fees.

### **Medical treatments at school**

EF Academy is authorized to take any action deemed necessary for students' safety and wellbeing, including notifying parents/guardians and/or securing medical treatment (at the parent's/guardian's expense). EF Academy retains the right, in its sole discretion, to contact the student's parents/guardians with regard to health issues or any matter whatsoever that relates to the student. These rights transcend any and all privacy regulations that may apply. If, in the opinion of a properly licensed and practicing physician, a student needs medical or surgical services which require a parent's pre-authorization or consent, parent hereby authorizes, appoints, and empowers EF Academy to furnish such consent on parent's behalf. Parent confirms that it is parent's desire that student be furnished with such medical or surgical services as soon as reasonably possible after the need arises. Parent hereby releases and holds the school harmless from any liability, which might arise from the giving of such consent.

The school is hereby authorized to supply minor medical care or emergency support as determined to be appropriate by the school staff. The parent also authorizes the school's pathway managers and counselors to meet and counsel with student regarding emotional, social, or family circumstances. You hereby release and hold the school harmless from any liability, which might arise from the provision of such medical care or counseling services.

### **Hardware requirements**

EF Academy uses technology extensively for safety and learning. The school regularly communicates with students using mobile Apps, and SMS, and therefore all students are required to have a smartphone running either Android or iOS. The smartphone must have an active SIM and be running the latest version of the operating system. Additionally, all students are required have a portable computer which can connect to Wi-Fi in the classrooms and in the residence halls. Because technology is constantly evolving, it is not practical to provide specific hardware recommendations in this document. However, almost any model of portable computer which is running the most recent version of Windows or macOS should be acceptable. For any questions about the suitability of a particular device, please contact the EFA Admissions Department. Students attending grade 10, 11 and 12 at the New York campus are also required to purchase a calculator of model 'Ti84 plus'. Students attending school on the New York campus are required to have an active US mobile phone number and data plan while enrolled

## Finance

### Methods of payment

The application/enrollment fee and the program fee can be paid through EF Academy's payment partner Flywire or with bank transfers. Please note that all transfers must reference the full name of the student, school and booking reference number to ensure quick and proper credit to their account. The sender of funds should pay the bank charges and commissions for both the sending and receiving banks or they will be applied to the student's account.

### Payment terms for new students

To secure a place in EF Academy programs, payment of a 5,700 USD (for schools in the United States) or 3,500 GBP (for schools in the United Kingdom) first installment is payable immediately upon admission. Cancellations communicated after payment of this first installment are subject to cancellation fee as outlined in this document.

Each student will receive an individual payment schedule in conjunction with their initial invoice depending on the time of enrollment. Final balances have to be settled no later than 60 days prior to course start.

### Continuing students

To secure a place for the following school year, continuing students must pay one term's program fee (tuition & accommodation fee) as per invoices sent out during February of each calendar year. The total balance is due 60 days before start of the school year. Payment for a subsequent course also implies agreement with any updated Terms and Conditions that are available on EF Academy's website.

### Summer preparation courses

Students enrolling in a summer language preparation course are required to pay at least one term of their subsequent course (tuition and accommodation fee) prior to arriving to campus.

### Overdue payments

If any fees become overdue, EF Academy reserves the right to suspend or cancel enrollment. EF Academy reserves the right to send home students arriving to school with outstanding financial obligations towards EF Academy at the parent's/guardian's expense. In every case, EF Academy will charge a late payment fee if all fees are not paid 60 days prior to start of the course.

### Tuition and fees

EF Academy reserves the right to adjust the program content, program fees and other fees due to international currency fluctuations, increase in transportation costs or any other factors beyond its control (including but not limited to force majeure events). Fees are subject to change during the period of enrollment. The published fees are valid for the academic year 2021/2022 only commencing from January 2021. Fees are normally reviewed annually but EF Academy reserves the right to change fees at any time. Notice of changes will be given in advance.

### Security deposit

EF Academy charges a 1,000 USD (for schools in the United States) or 750 GBP (for schools in the United Kingdom) security deposit for potential damage caused by a student during their time with EF Academy. The deposit will be included on the invoice and is to be paid together with the regular fees. EF Academy will reimburse the deposit less any potential deductions within 90 days after a student has finished their program or for any other reason has left EF Academy.

## Terminations

### Cancellations, withdrawals, and refund policy

All cancellations and terminations must be made in writing to your nearest EF office or local EF representative. For any refund claims, EF Academy will consider the date of the written notice of cancellation/termination. In all cases, the application/enrollment fee is non-refundable.

You understand that the overhead expenses of EF Academy do not diminish with the departure of some students during the course of the school year and it is impossible to calculate the specific losses that may occur due to a cancellation or withdrawal. Therefore, once you have paid the first installment to confirm your place at one of EF Academy's campuses you become liable for the program fees as liquidated damages (and not a penalty) even if the student is withdrawn, absent, or is involuntarily separated from EF Academy. Refunds will be available only as outlined in this Agreement.

### Cancellation prior to start of course

Students canceling 60 days or more before the course start date of the program will be charged a cancellation fee equivalent to 5,000 USD (for schools in the United States) or 3,000 GBP (for schools in the United Kingdom). The student will receive a full refund of any additional payments except for the non-refundable application/enrollment fee. Students canceling less than 60 days before the term start date will be charged a cancellation cost equivalent to 25% of the tuition and accommodation fee (three terms). The student will receive a full refund of any additional payments except for the non-refundable fees mentioned above.

### Withdrawals/Cancellations after course start

A three-term student, who cancels or withdraws from school on or after the course start date is entitled to a refund equaling the tuition and accommodation fees paid for the third term, given that the written notice is provided to EF Academy at least four weeks before the end of the first term. This policy is applicable irrespective if the student has arrived in school or not.

Students entering a program of two terms or less will not be entitled to any refund if they withdraw/cancel the program after the course start date.

Please note that although students may leave the school after their examinations, no fees will be reduced or refunded.

### Expulsion

Students are admitted on condition of these terms and conditions and any other relevant school policies and rules communicated by EF Academy. EF Academy reserves the right to expel any student who breaches school rules, who the school administration considers detrimental to the school community, or for failure to meet financial obligations towards EF Academy. There will be no refund in the event of expulsion. Furthermore, the student's visa and travel insurance policy coverage (if applicable) may be affected.

## Other legal

### Force Majeure

In the event of an extended school closing as a result of a cause beyond EF's reasonable control and occurring without its fault, including without limitation, acts of nature, fire, pandemic, government restrictions, wars, and insurrections, EF shall have the sole discretion to take steps it deems appropriate under the circumstances, including but not limited to: relocating school operations to other premises, operating via distance learning, extending the school year, and/or scheduling weekend classes.

### Publicity

EF Academy and the EF Group have the right to photograph, video and quote students in the course of their program. The term "EF Group" means EF Academy, other companies within the group to which EF Academy belongs from time to time, its ultimate beneficial owner(s) and any and all companies directly or indirectly, wholly or partly owned or controlled by such ultimate beneficial owner(s) and/or directly or indirectly associated or affiliated with EF Academy as well as any foundation, or other charitable organization related to, or created by, or receiving management services from any such company. You, and your parent/legal guardian (if applicable) consent to the EF Group's use of their likeness in advertising, promotional, marketing and preparatory materials, including, but not limited to, printed material, video, film and internet uses. All such material shall become the property of the EF Group. Students and their parents or guardians agree that a student's first name and last initial, photographs or achievement details may be used for promotional purposes without further written consent or compensation.

### Personal data

Please refer to EF Academy's privacy policy available at [www.ef.com/legal] to read all information about how EF processes your personal data and your rights.

### Liability for the student

Any liability for the student shall also infer liability on the parents or guardians of the students, and such liability is joint and several. The parent/guardian of the student hereby agree and accept such joint and several liability on behalf of the student.

### Liability

EF Academy will not be liable in any way to the student in the event of any service contracted to be supplied by EF Academy becoming impossible to supply, in part or in full, by reason of any cause outside the reasonable control of EF Academy (including but not limited to

force majeure events). EF Academy will not be liable for loss, damage, or injury to persons or property howsoever caused, except where the liability is expressly imposed beyond exclusion by statute. The student and their parents or guardian hereby agree to release and indemnify and hold harmless EF Academy and its affiliates, which shall include related entities, officers, directors, shareholders, agents and/or employees of any EF entity or others to the extent acting or purporting on aforementioned persons/entities' behalf (all of said persons/entities hereinafter being referred to as "Released Parties"), and agree not to sue the Released Parties for any claims that student, parents or guardian may have arising from, or in connection with, any personal injury, bodily injury, mental anguish, emotional distress, physical, property, or other damage they may suffer from any cause whatever related in any way to student's participation in any program or event related to the EF Academy program, including negligence other than from intentional or reckless acts by such parties. The student and their parents or guardian hereby further agree to release, indemnify and hold harmless the Released Parties from any and all acts of God, war (whether declared or undeclared), terrorist activities, incidents of politically motivated violence, illness or quarantine, strikes or government restrictions or the acts or omissions of any other persons over which the Released Parties have no control, including without limitation, airlines, railways, bus companies, taxis, friends, and other students.

### Jurisdiction

All EF Academy programs are organized by EF International Academy Ltd., Selnaustrasse 30, 8001 Zurich, Switzerland. Please return a signed copy of this Application to your local EF office. You will find the address on www.ef.com/academy. These Terms and Conditions apply to all admissions made for courses commencing in 2021.

The Terms and Conditions shall be governed by and constituted in accordance with the laws of Zurich, Switzerland and any dispute arising out of or in connection with these Terms and Conditions or the program shall be settled by ordinary courts of Zurich, Switzerland.

### Changes in the terms and conditions

EF Academy reserves the right to make any addition, amendment or alteration to these Terms and Conditions in furtherance of our commitment to continuous improvement.

**By signing, we acknowledge that we have read, understood and accepted all of the provisions provided in the Terms and Conditions, including the Parental Consent Form & Code of Conduct for the school.**

Mother /  Father /  Legal Guardian's name in block capitals

Mother /  Father /  Legal Guardian's name in block capitals

Student name in block capitals (students aged 18 and over only)

Signature

Signature

Signature (students aged 18 and over only)

Place/Date

Place/Date

Place/Date