

**Students and Adults** 

# Terms & conditions

Version: 24ILSU\_D1\_01 Valid from: 21/08/2023

## Terms & conditions

#### 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 enrolment by sending a confirmation and initial invoice.

### What is included in the Course

- Chosen Language course
- Accommodation in homestay with a half board standard meal plan available from the Sunday immediately preceding the Monday start date until the Saturday after the course ends
- Online pre- and post-course for up to three (for general/summer courses) or six months (for intensive/exam courses) for all English language courses
- Weekly activities programme

The Course Fee comprises two elements: The Tuition Fee (40%) for lessons and the Student Services Fee (60%) for other items including homestay accommodation.

### What is not included in the Course Fee

- Enrolment Fee of £165 for courses up to 8 weeks, £225 for courses of 9 weeks or more
- EF Course Materials
- Travel Insurance
- Optional Activities
- Special Meal plan. Special diet supplement of £45 per week will be added in case of special dietary requirements
- External exam fees where applicable

#### Organiser

All travel and language programmes are organised and sold by EF Education First Ltd, Selnaustrasse 30, 8001 Zürich, Switzerland (referred to as "EF").

### **Promotion in United Kingdom**

EF Language Colleges Ltd promotes in United Kingdom the travel and language programmes organised and sold by EF.

### How to Pay

EF accepts the following payment methods:

1. By bank transfer:

Name of Bank: Credit Suisse Bank Address: Paradeplatz 8, 8001,

Zurich, Switzerland

Account Holder: EF Language Colleges Ltd Account Holder Address: Selnaustrasse 30, 8001 Zurich, Switzerland

Account: 30 195-22-5 SWIFT: CRESCHZZ80A

IBAN: CH41 0483 5030 3195 2200 5 2. Payment by credit card where applicable Please note that cash payments cannot be accepted.

Credit Card fees will apply according to local laws and regulations.

#### Payment Plan

Enrolment: Enrolment fee and Cancellation Protection, due on booking date Programme 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 programme start date For late payments EF reserves the right to charge a late payment fee of GBP 100. 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.

### 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 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.

### Health formalities

Legal guardians of students under the age of 18 will be required to sign a medical liability waiver.

The student may be under obligation to provide proof of vaccination. EF reserves the right to repatriate the student at its own expense if necessary for health reasons. The courses may be suitable for students with restricted mobility as long as the student is autonomous. EF Oxford campus has adapted facilities for students using wheelchairs.

#### **Cancellation Protection**

EF Cancellation Protection is available upon enrolment and charged as a one-time, non-refundable fee of £70. This covers cancellations before departure due to illness or illness in the student's immediate family. A doctor's documentation is needed within 10 days of the claim.

### School Breaks and Public Holidays

Campuses are open for classes for ILS students on all public holidays except Christmas (25-26th Dec) and New Year (1st Jan). Booked accommodation is available to students during school breaks and holidays. APP students do not receive classes on any public holidays.

#### Class Schedules and Attendance

Classes are offered at all EF schools in a block schedule of 5 days on Monday to Saturdays (or Tuesday to Sundays) from 8:00 to 20:00. EF language lessons last at least 40 minutes and are often held in blocks of 2 × 40 minutes. To receive the course certificate and maintain visa status, EF students must have an attendance of at least 80%. Students on University Preparation courses are required to have an attendance of at least 90%.

#### 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 class.

#### FF Course Materials

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

Weeks 1-6: £40; weeks 7-12: £70 \*each additional six week interval: £30 For specific SPIN lessons there may be additional course material cost.

### EF Campus Connect web service

Any correspondence, photos and other media used on EF Campus Connect will be considered personal and EF will not accept any responsibility for such correspondence and media. Parent/s or legal guardian/s of underaged students must give their consent for the student to use the EF Campus Connect service and app.

### **EF Campus Credits**

Unused EF Campus Credits exceeding 20 GBP can be refunded within 3 months after course end. An administrative fee of 20 GBP will be charged. Students booking a new course within 12 months can transfer the full value of unused credits.

### Special Interest Lessons (SPIN lessons)

The selection of SPIN classes available varies between campuses.

### EF's Learning Guarantee

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

### Internship Experience Programme

The EF Internship Experience Programme is available at an additional fee and only to students aged 18+. Included in this fee is a preparation programme and up to 100 hours of part-time unpaid Internship. Internship experience programmes vary according to visa regulations and are therefore not quaranteed to all students.

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### **Arrival Airport Transfers**

The transfer service is offered between 7:00 and 21:00 hours local time on Sundays. 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 period before the transfer.

### **Group Travel**

Group Travel includes an EF Leader, airport transfer and (if applicable) flights. The minimum group size is 17 students. Smaller groups can be arranged for a supplement.

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

Changes of the programme 60 days or more before departure will result in a rebooking fee of £100 and £250 if less than 60 days before departure. In the event of a change of course start date, the cancellation conditions will be applied to the original course start date. Students making changes to their course after the start date will be charged a change fee of £100. There is no refund for downgrades (e.g. change from Intensive course to General course or change to a less expensive destination).

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 programme, EF will inform the student of the proposed changes and the impact on the price, if applicable. Within 5 days of such notification date, the student may:

- (i) accept the proposed changes by notifying EF,
- (ii) accept a replacement programme from EF of similar standard and price, if EF is able to offer one; or
- (iii) cancel the programme without having to pay any cancellation fees, in excess of enrolment fee, cancellation protection, visa and courier fee.

If the student does not inform EF in due time of its decision to accept the changes, accept a replacement programme or cancel the programme, the student will be deemed to have accepted such changes.

Cancellation fees before programme start Cancellations must be made in writing, addressed to the organiser, and submitted to the EF office or local EF representative. In all cases, the Enrolment Fee, Cancellation Protection fee, Visa fee and Courier fee are non-refundable.

Cancellation conditions for flight tickets are communicated separately.

#### All destinations

Cancellations prior to 60 days before programme start, EF charges the 20% of the Course Fee and accommodation supplements. Cancellations between 31 and 60 days before programme start, EF charges 40% of the Course Fee and accommodation supplements. Cancellations between 8 and 30 days before programme start, EF

charges 60% of the Course Fee and accommodation supplements.
Cancellations 7 days or less before programme start, EF charges the full Course Fee and accommodation supplements.

### Withdrawal fees after course start

To withdraw from the EF programme, students must inform the EF School Director 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.

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

#### For all destinations

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.

### 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 programme 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 accreditation rules.

### 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.

### Validity of Prices

The prices published in this brochure are based upon currency exchange rates in effect at the time of writing [14th of July 2023]. EF reserves the right to increase the price of the course up to 20 days before departure if the GBP weakens against the currency of the country of the EF International Language Campus in the period between the time of writing (date above) until at the latest 20 days before departure. The student has the right to claim a price reduction if the opposite occurs under the same conditions. Any such currency surcharge or reduction can be applied to the following items: Course Fee, accommodation, transfers and optional activities undertaken at the destination. The following is an example of such a price adjustment:

Agreed price	Change in FX	Calculation	New price
1000 GBP (given the exchange rate 0.87 GBP for 1 EUR)	Price change from 0.87 GBP to 0.90 (for 1 EUR) i.e. price difference: 0.03	Adjusted surcharge of the change in FX. (1 000/0.87) x 0.9	1034 GBP

The prices published in this brochure are based upon currency exchange rates in effect at the time of writing 14th of July 2023. They are therefore subject to change up to 20 days before departure, in case the exchange rate between the GBP and the currency of the country of the EF International Language Campus changes significantly.

The prices in this brochure are valid until a new price version is released online or in print, or until the 30th of September 2024.

#### 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/contact-us/. Below is a summary:

The student's personal data, such as personal data provided by them in the application form, will be processed by EF for the purposes of completing their booking, supplying their requested products and services (including travel insurance coverage), providing customer service, or offering elements that are otherwise necessary to perform the contract between the student and EF.

EF may share the student's personal data with their corporate affiliates, claims handlers, and other business partners both within and outside the EEA/Switzerland. EF has put appropriate safeguards in place for transfers of the student's personal data outside the EEA/Switzerland, including the standard data protection clauses adopted by the European Commission. EF and its affiliates may also use the student's personal data, combined with information about them obtained from third party sources, to market EF's products and services, including special promotions based on the student's interests.

The student has the right to, at any time, withdraw their consent or object to EF using their personal data for direct marketing purposes by contacting EF at the address set out below.

EF will only keep the student's personal data for as long as it is necessary for the purposes for which it has been collected or in accordance with time limits stipulated by law and good market practice, unless further retention is necessary for compliance with a legal obligation. EF will keep personal data for marketing purposes until the student withdraws its consent.

If the student would like a copy of the information EF holds about them, or a copy of the standard data protection clauses, or would like to rectify or erase personal data, or restrict the processing of personal data, or otherwise object to EF's processing, or use their right to data portability, please contact the Organiser (data controller) at the address Selnaustrasse 30, CH-8001 Zurich, or via the form available at www.ef.com/legal/contact-us/. If the student would like to lodge a complaint, they may contact the supervisory authority in their home country.

### Photography and film material

The student or their 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 the student, that the student creates as part of the course and uploads to EF's website(s) or apps, 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 anonymised form.

### 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 to: fire; natural disaster; acts of government; failure of suppliers or subcontractors; labour disputes or civil unrest; criminal, terrorist or threatened terrorist activities of any kind; pandemics or public health emergencies; any negligent or wilful 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.

### Misspellings and typos

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

### 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. If the participant is not satisfied with the response, the participant may contact English UK, 47 Brunswick Court, Tanner Street, London, SEI 3LH, T: 0207 608 7960; E: info@englishuk.com
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.

### 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 fulfil 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.

### **EF International Language Campuses** +44 207 341 8777 ef.co.uk



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