



IRELAND'S EYE LANGUAGE ACADEMY

IELA HIGH SCHOOL & GUARDIANSHIP PROGRAMME GENERAL TERMS AND CONDITIONS 2022

IELA's High School & Guardianship Programme is available for students aged 12-18 years old.

IELA Obligations:

- IELA are responsible for delivering the service in line with the quotations / itineraries sent to the Customer from time to time in advance.
- IELA will make reasonable endeavours to ensure that the service is delivered to the Customer.
- IELA may make changes to the specifications of the service, without prior notice, provided the changes do not adversely affect the quality of the service.
- IELA reserve the right to alter and amend information contained within this document without notice.
- IELA reserve the right not to take bookings.

Customer Obligations:

- The Customer, The Student Group/The Student, and/or Booking Parties shall be bound by IELA's Terms and Conditions as set out in the mini stay, summer or high school and host family programme application forms as may be amended from time to time.
- The Customer shall provide all relevant data in a timely manner to IELA in order to facilitate a prompt and efficient service.
- If IELA's performance of its obligations is prevented or delayed by any omission of the Customer (or their Agents), the Customer shall, in all circumstances, be liable to pay to IELA on demand all reasonable costs, charges or losses sustained or incurred by it, subject to IELA confirming such costs, charges and losses to the Customer in writing.
- The Customer will be deemed to have agreed to these conditions without variation once they have made a booking.

Deposit & Payment of fees:

A non-refundable deposit of **€1000 must be paid to IELA on confirmation of a place in a public school** or **€1500 for a private school**. All remaining fees (*including the contingency fund*) are payable 8 weeks prior to arrival. *All fees should be paid by bank transfer.*

- The balance will be invoiced and due 60 days (approx.) before the arrival of the student. IELA will not be responsible for service delivery.
- All invoices will be in Euro and should be paid in Euro.

Without prejudice to any other right or remedy that IELA may have, if the Customer fails to pay IELA on the due date IELA may:

- Charge interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of the European Central Bank, accruing on a daily basis and compounded quarterly until payment is made.
- IELA reserves the right, by giving notice to the Customer at any time before the delivery of the services, to increase the Fees to reflect any increase in the cost to IELA of supplying the services that is due to any factor beyond its reasonable control.
- From time to time, there are ad hoc charges incurred by IELA. IELA reserve the right to recharge these charges back to the Customer to be paid as soon as possible.

Contingency Fund:

A *Student Expense fund, specified by IELA at the start of the programme, is required for each student to cover costs outside Programme fees, *for example, School Uniform, School Books, Extra-curricular fees, Covid tests, or any unforeseen costs.* A detailed statement is issued at the end of the academic placement and any unused monies are refunded. **Please note:** *Fund requested can vary depending on the school. Some school uniforms costs vary in cost considerably.*

Force Majeure:

IELA shall not, in any circumstances, have any liability to the Customer under our commitments if is prevented from, or delayed in, performing its obligations or from carrying on its business acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes, failure of a utility service, or transport network, act of God, war, riot, breakdown of plant and machinery, fire, flood, storm, global virus or default of suppliers.

Insurance:

- IELA advise that all booking parties take out all medical insurance prior to their arrival. IELA cannot be held responsible for medical costs incurred by any person(s) who have not made such arrangements. Citizens of the EU should bring the EHIC card, purchase Multi-Risk Student Insurance.
- The Customer, The Student Group/The Student, and/or Booking Parties are not insured by IELA, the school and/or the host family, against illness, theft or loss of personal effects and The Customer, The Student Group/The Student, and/or Booking Parties accept responsibility in the event of such occurrence. Personal insurance cover is highly recommended. Insurance should cover the cost of personal possessions such as laptops, cameras, and mobile phones, as well as the loss of tuition fees if a student decided to cancel their course or return home early. IELA does not assume any liability for loss, delay, or accident of any kind whatsoever which may occur due to the fault or negligence of any company, hotel proprietor, campus, hostel, or any other persons carrying out ancillary work.
- IELA has Public Liability Insurance for €2,600,000.

Dispute resolution:

If any dispute arises in connection with this agreement, the parties agree to enter into **mediation** in good faith to settle such a dispute.

Governing Law:

The laws of the Republic of Ireland shall govern these Terms and Conditions.

General Data Protection Regulation (GDPR)

- When processing your personal data, you act as the controller and IELA acts as the processor of personal data unless the purpose of the data dictates otherwise.
- IELA agree to comply with the procedures and practices as laid down by you concerning the processing and protection of your personal data to ensure your compliance with GDPR.

Termination of Contract

- IELA reserve the right to terminate a contract in the following circumstances:
- The unruly behaviour of a student (*to include, but not limited to, taking illegal drugs or alcohol (if under 18)*).
- Vandalism by a student.
- Where a student commits a Criminal Offence.
- In cases where the behaviour and conduct of a student is such so as to adversely affect the proper administration of the school.
- Where medical conditions needing special attention are not advised well in advance.
- If payment terms are not adhered to.

Indemnity Clause

The Customer shall indemnify IELA against all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties, and legal costs (calculated on a full indemnity basis) and all other [reasonable] professional costs and expenses) suffered or incurred by IELA arising out of or in connection with:

- a) Any breach of any warranty in this agreement by The Customer.
- b) The Customer's breach or negligent performance or non-performance of this agreement.
- c) The enforcement of this agreement.
- d) Any claim made against IELA by a third party arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by The Customer.

Cancellation & fees - High School Bookings:

All cancellation notices must be submitted in writing info@ielaireland.com

The following refund policies will take effect based on the date that the cancellation notice was received:

- 45 days before the originally confirmed arrival date – all payments are fully refundable except **deposit** plus €250 cancellation fee.
- 28 days before the originally confirmed arrival date – all payments are fully refundable except **deposit** plus €500 cancellation fee.
- 14 days before the originally confirmed arrival date – all payments are fully refundable except **deposit** plus €750 cancellation fee.
- Less than 7 days before the originally confirmed arrival date and for students who do not show – **no refunds will be made.**

Cancellation – Visa Refusal:

Where a visa has been refused, **IELA** will refund fees to the Agent/parent on receipt of evidence of the visa refusal plus the refusal number (*within terms of cancellation as above*). All fees which have been paid will be refunded, less the deposit paid plus cancellation fee. Where refunds are made by bank transfer, the bank charges will also be deducted from the balance. If the intended commencement date of an English Language Programme is delayed because of visa problems, **IELA** will not adjust your tuition or accommodation end date and no refund will be made.

Student Conduct Guidelines & Agreement:

Students are expected to conduct themselves in a manner compatible with the general well-being of all students and **IELA** staff members and they must follow the programme rules. Refusal to follow **IELA** rules or violation of any of these policies may result on dismissal from the programme without a refund. All students must respect the following guidelines:

1. Respect to others and self is required.
2. The use or possession of alcohol, tobacco, marijuana, or any other controlled substances or drugs is not permitted.
3. Sexual harassment or intimidation, whether verbal or physical, or hazing or acts of initiation are not tolerated.
4. Inappropriate sexual contact is not permitted.
5. Verbal or physical displays of racial, sexual, or religious discrimination are not permitted at **IELA** programme. Aggressive or hurtful language and/or use profanity is not acceptable.
6. Distribution or possession of lewd, indecent, or offensive materials is not permitted.
7. The posting or tagging / identifying photos of fellow students or host siblings to any internet site, including social networking sites (Facebook, Twitter, Instagram etc) without prior parental permission is not allowed. It is not permitted to tag / identify photos of adult staff members or **IELA** or host family members without their consent.
8. Obtaining body piercing or permanent alterations of physical appearance while at **IELA** programme is not permitted.
9. Students must show respect for their host families and act as a member of the family by following family rules and voluntarily helping with family chores.
10. Students should not discuss their host family's private affairs with others.
11. Students cannot change host families at will.
12. Students are not permitted to go on trips by themselves.
13. Students must show respect for all **IELA** representatives and follow their instructions.
14. Students must abide by the laws of the host country and **IELA** rules.
15. Students are not permitted to drive any motor vehicle while participating in the **IELA** programme.
16. Sleepovers are not permitted in other student's homes unless a signed waiver is received from the parents.
17. Host families are instructed to know of the whereabouts of their young students at all times when they are not in school.

Students have access to a 24-hour emergency phone number. This number is issued to all students on arrival.

Arrival and Departure transfers:

Compulsory for all high school students under 18 years

Arrival and final departure transfers are included in the fees. Additional transfers during school year can be booked and paid in advance. A student that is accompanied by an adult at the airport and does not require a transfer must notify **IELA** in advance and advise full details of the guardian, including contact information.

Expulsion: No refund.

Liability: Course, activity, excursion, transportation, meals, and accommodation details as well as other aspects of the **IELA** programme are displayed in publicity materials in good faith. The details and / or schedules of any part of the programme may be subject to change for reasons of safety, in the event of unsuitable weather, or in the event of other conditions that are beyond control. **IELA** reserves the right to change the particular aspects of the programme if the number of participants is not the minimum required to successfully carry out such aspect of the programme. It is understood that photos taken of students participating in the programme are the property of **IELA** and can be used for promotional and informational purposes. **IELA** will not be liable for any loss, damage or injury to persons or property unless proven to be caused by wilful negligence on the part of **IELA** or its staff. **IELA** will not be liable for any loss of services to be delivered due to acts, omissions, or accidents beyond the control of **IELA**, including delays in travel services, compliance with government order, rule, direction or regulation, riots and / or civil commotion, war, or hostilities, acts of terrorism, invasion, explosion, accident, fire, flood, lightning, storm, illness, widespread disease, epidemic, pandemic, or infection.

Resolution of disputes:

If a student, group leader or agent decides to complain about any aspect of **IELA** programme, such complaint must be initially made to a **IELA** staff on site. Unless there is a valid reason why this is not possible, we will not consider ourselves liable for any complaint not made at the time. In the event that the matter is not resolved, the client or his agent should make an immediate complaint in writing to **IELA**. Such complaints will be investigated in full provide that the complaint is received within one month of the end of the programme.

Parent's authorisation:

The person herein described has permission to engage in all prescribed programme activities except as noted by my physician or myself. I hereby give permission to the physician selected by the **IELA** director to order x-rays, routine test, and emergency treatment for the health of my child. In the event I cannot be reached in an emergency I hereby give permission to the physician selected by **IELA** staff to hospitalise, secure proper treatment for and order medication and / or anaesthetic and / or surgery for my child as named above. I hereby release the use of photo / video images and work product of the above registered student for the purpose of promotion and display to the general public. I have read the policies written including the conduct guidelines and agree to all terms and conditions.

High School Homestay accommodation:

Single room on a full board basis is provided for all High School Students. All **IELA**'s host families are Garda Vetted. Our guiding principles and procedures to safeguard children and young people reflect national policy and legislation with including 24-hour emergency support.

Boarding accommodation:

Shared dormitory accommodation on a full board basis. All **IELA**'s boarding school accommodations are pre-screened dormitories.

Allergies, Medical History and Special Dietary requirements:

Any learning difficulties, allergies, dietary requirements, medical conditions to include mental health issues, bed wetting, any allergies or special requirements must be informed at the time of registration. Any specific dietary requirements are subject to an additional charge. We reserve the right to decline a student based on a particular medical condition that would be problematic during their stay, e.g., enuresis (bed-wetting), ADHD, etc.

Cancellation of a host family:

If a host family has been as a confirmed booking and is cancelled by the student up to 7 days prior to the visit 75% of hosting fees including admin will be charged to the student deposit account if the host family booking is cancelled later than 7 days prior to the visit after a confirmed booking 50% of the fees will be charged to the student deposit account.

Safeguarding:

We undertake to carry out appropriate checks as to the suitability of the Host Family, including Criminal Record Bureau checks, on all persons over the age of 16 living in the Host Family home. We will carry out an interview and an assessment of the Host Family, in the family home.

Accommodation and meals:

We agree to ensure, with appropriate interviews, inspections and checks that the Host Family provides a good standard of accommodation and meals for the student for the periods of the student's stay. Except as otherwise agreed, accommodation is full board. Full board means the provision of three meals per day with the family according to usual family customs.

Arrival and Departure transfers:

Compulsory for all high school students under 18 years

We always meet and greet our student on arrival in Dublin airport and provide private transfer to the Host Family home when he/she first arrives. Transfers for departure at the end of the academic programme are also included. Additional transfers during the academic are subject to an additional fee. No student under age 18 are permitted to travel unaccompanied to/from Dublin Airport whilst attending our programme.

Contact with you and the student:

We will keep in regular contact with the student and be contactable at all times, in case of an emergency. We will keep in touch with you and keep you up to date on a regular basis as to the student's progress at school and with the Host Family. In the unlikely event of an issue, we will notify you as soon as possible.

Other responsibilities:

We agree to carry out the services set out for the relevant guardian service selected and paid for by you.

Releasing care:

We will not accommodate or release care of the student within the periods set out without the prior knowledge of the Parent(s).

Irish School Holidays:

Irish High Schools close for two weeks at Christmas and Easter. IELA High School fees do not include accommodation for these periods. Accommodation can be arranged at an extra cost. IELA must be informed at least one month in advance. Accommodation for mid-term breaks is included in the Homestay programme fee (*one week in October and one week in February*) unless otherwise specified.

Host family accommodation during Exodus/closure weekends in Boarding Schools is not included in the programme fee, unless otherwise specified. Accommodation must be paid for in advance of school closure, contact info@ielaireland.com for current rates.

Visas:

IELA offers visa and **Irish Residence Permit** application support for **non-EU students**. All Non-EU High School students should contact their local Embassy prior to their arrival in Ireland. An appointment is scheduled with **Irish Naturalisation & Immigration Service** for students within 90 of arrival. If the student cannot attend the schedule date, an extra cost is incurred.

Fees

The expression Fee(s) means all sums of money charged to your account under the terms of this agreement including (without limitation) reasonable expenses incurred by the Host Family or by us (charged at cost), mileage allowance and other transport costs and including the cost of repairing damage caused by the student (other than fair wear and tear). All Fees are payable in advance, except expenses and the cost of repairing damage caused by the student which will be taken from the student Expenses Account or charged to your account at the time such cost is known.

Fee rates

The fee rates are set out according to our fees. Fee levels will be reviewed each year and there will be reasonable increases from time to time.

Late payment

Simple interest may be charged on a day-to-day basis on Fees which are unpaid. The rate of interest charged will be at up to 1.5% per month accruing on a daily basis which is a genuine pre-estimate of the cost to IELA of a default. Cheques and other instruments delivered at any time after payment is due will be presented immediately and will not be considered as payment until cleared. The Parent(s) shall also be liable to pay all costs, fees and charges reasonably incurred by the school in the recovery of any unpaid Fees.

Student Expenses/Contingency Fund Account payment:

- You are required to pay the amount request for the Student Expenses Account before the start of the first term. Sums incurred during each term will be deducted from the Student Expenses Account as necessary
- You may be required to pay further sums to ensure that the Student Expenses Account is sufficient to cover expenses incurred. Any balance of the Student Expenses Account will be repaid to you upon completion of the programme.

Refund / waiver: Fees will not be refunded or waived:

- for absence through illness
- due to a problem or delay with a visa
- for any cause other than exceptionally and at the sole discretion of IELA in a case of genuine hardship, or where there is a legal liability under a court order or under the provisions of this Agreement to make a refund.
- This rule is necessary so that IELA can properly budget for its own expenditure and to ensure that the cost of individual default does not fall on other parents.

Termination of the Agreement and notice Notice of termination

Unless there are exceptional circumstances which justify short notice, as discussed with, and agreed to by us in writing, you will give us at least one School Term's written notice before bringing this agreement to an end. We will give you at least one School Term's written notice before bringing the Agreement to an end, save where otherwise stated in this agreement. If you fail to give the required notice, you will be charged guardianship Fees for one full School Term, in lieu of notice. This charge represents a genuine pre-estimate of our loss in these circumstances. This rule is necessary to promote stability and our ability to plan host families, staffing and other resources.

Unpaid fees:

The right is reserved by us on three days' written notice to terminate this agreement while Fees are unpaid and release care of the student to you at your expense. We shall be entitled but not obliged at any time to set off any sum paid by you to us against any liability incurred by us on your behalf.

Termination due to the Student or Parent(s) conduct:

We may deem it necessary to terminate this agreement immediately if, after consultation with the Parent(s) and where appropriate the student, we are of the opinion that by reason of the student's conduct, behaviour or progress, the student is unwilling or unable to benefit sufficiently from the arrangements, or if you have treated us or a member of our staff unreasonably. We shall act with procedural fairness in all such cases and shall have regard to the interests of the Parent(s) and the student.

Withdrawal by the student

We will notify you immediately if the student decides to leave school or leave the care of the Education Guardian, but this will not constitute termination of this Agreement. If the Student cannot be contacted, we will take reasonable steps to re-establish contact and will notify the authorities if appropriate. We will not, however, incur any cost in excess of the student Expenses Account unless we have the Parent(s) prior authority and payment in advance.

Legal liability

Unless negligent or guilty of some other wrongdoing causing injury, loss, or damage, we cannot accept responsibility for any loss or damage arising from or caused by any act or omission by us, any of our staff or any member of the Host Family, or the student or any loss or damage that results if you have not provided us with requested or relevant information about yourselves or the student.

No direct dealings

We will introduce the Host Family to you on the basis that all your dealings with them will be through us. If you enter into a direct agreement or contract with the Host Family at any time, you will pay us all the sums we would have been entitled to receive had the direct contact not been made. **You must inform us of any direct dealings with the Host Family.**

Data Protection

You confirm that all information provided by you to use in **IELA's** website and promotional material. is correct, accurate and up to date. Subject to the **Data Protection Act**, you consent on behalf of yourselves, and where appropriate, on behalf of the student, to our collecting, using, and disclosing information about you and photographs of the student for the following purposes:

Arranging for a suitable Host Family for the student; providing educational guardian services including welfare and pastoral services and administration; safeguarding and promoting the welfare of the student; use in **IELA's** website and promotional material.

Complaints and problems

You must notify us at once if you or the student has a problem or concern with, or wishes to make a complaint against, any member of the Host Family or against any member of our staff. In the first instance, **please contact info@ielaireland.com**

Third party rights – Legal Contract

A legally binding contract will be formed once a person duly authorised by **IELA** has signed and dated an IELA application form, which has previously been signed by the Parent(s).

If you pay the **IELA** fees and complete a School Guardianship Agreement confirming **IELA** as the provider of guardianship services to your child, you will be deemed to have accepted the terms of the Parent Guardianship Agreement.

Changes to the programme:

All information in this brochure is correct at the time of printing. IELA does not take responsibility for any changes beyond the company's control. IELA has the right to change details and programme content at any time due to errors or omissions. In such cases, you will be informed as soon as possible in writing.

Behaviour:

Each student must abide by the IELA, school and host family/boarding school rules of behaviour at all times. IELA does not accept individual responsibility for student behaviour during their stay. **IELA student guidelines and behavioural rules for student are issued in advance of each placement for agreement.**

I, _____ (student name), accept the aims and objectives including the rules and code of conduct of IELA contained in the terms & conditions. I undertake to abide at all times by the rules and practices of IELA in a spirit of positive participation.

Please confirm you have read your High School Terms & Conditions

Parent or Guardian Signature

Date of Signature