

STAFFORD HOUSE STUDY HOLIDAYS TERMS AND CONDITIONS 2021

LAST UPDATED 15TH FEBRUARY 2021

By paying either a deposit or full fees you have read, understood and agree to the following terms and conditions. All terms and conditions are applicable to direct students and bookings via agents, unless variations are expressly agreed between the agent and Stafford House.

TERMINOLOGY:

Bookings = Provisional or Confirmed Bookings (also called “options”, “allocations” or “reservations”)

Client = Representative, parent, agency, the student or other client sending Bookings to Stafford House, including Direct Bookings

Stafford House = Stafford House Study Holidays

CATS and CSVPA summer courses are booked and managed in association with Stafford House Study Holidays.

1. BOOKING

SH holds bookings for a client subject to receipt of payment(s) to SH Accounts Department or our bankers by latest due dates as stated on invoice(s). If the specified payments are not received in full and on time, bookings will be immediately released, unless extension(s) or alterations(s) to due dates are agreed in writing by the Reservations Team.

Please note that partial payments of amounts due, or payments which fall short of the full amount stated, will not be sufficient to retain bookings. Please note that notification(s) of payment(s) will not be sufficient to retain bookings, unless an extension has been agreed by SH. Failure of a client to secure a specific booking by appropriate payment, or alternatively to make clear cancellation, may result in the release of all other bookings held by SH for that client.

In cases where any students are already attending a course or immediately arriving to attend one, and there are any overdue invoices relating to those students or any other overdue

invoices relating to their agents, SH may, at its discretion, refuse or discontinue some/all services to those students without notice.

If you have signed a contract with your agent, please ensure you are aware of their full policies and procedures.

2. AGES

The minimum age and maximum age for each centre and each course is specified in our brochures, price list and website. They vary by centre and by course, however the maximum age on SH junior courses is normally 17 years. These Terms & Conditions apply to our junior courses. In centres that accept students older than 17 years old, they are subject to all the same centre rules as those under 18 years old including rules pertaining to curfews and free time.

3. VISAS

Each student is responsible for having a valid passport and any applicable visas. Students are responsible for fully complying with all requirements of the Immigration Authorities both before and during their stay in their chosen country of study. If they fail to comply with these requirements and are expelled from the country of study, they will not be entitled to any refund of fees. SH reserves the right to refuse an application if we do not think there is a full intention to comply with any of the Immigration Authority regulations.

Students should contact their local embassy, consulate or High Commission to ensure they are allowed to enter and study in their chosen country. SH will always endeavour to support students but cannot be held responsible for decisions taken by embassies or Immigration Police regarding entry visas or extensions, or regarding changes made to regulations.

Minimum payment, as set out in your invoice, must be received in full prior to any supporting visa documentation being issued. There are additional fees to have original documents couriered.

Should the student's arrival date be postponed due to a delayed visa application, SH cannot necessarily guarantee the original course/centre/accommodation building, and we reserve the right to offer an alternative course/centre/accommodation building if necessary. We also reserve the right to charge additional accommodation fees if less than 4 weeks' notice is provided.

If a student's visa application is refused, an original copy of the visa refusal letter must be provided to the Reservations Team. Fees, excluding any applicable non-refundable fees (see section 5: Refunds), will be refunded to the fee payer if the visa was refused through no fault of the student. Fees will not be refunded if the visa is refused through the fault of the student, parents or agent (e.g. insufficient documentation or insufficient proof of funds). Full fees will be refunded to the fee payer if the visa was refused through the fault of Stafford House Study Holidays, CATS Colleges or CSVPA.

If you reapply for a visa after being refused, you will not have to pay the deposit/registration fee to SH again, but you will incur any registration fees or visa documentation related fees which may be charged by SH or by the relevant immigration authority (Courier, CAS, I-20).

We will not refund any fees paid if students withdraw their application after a visa has been issued.

4. PAYMENTS

Individuals are required to pay a £100 non-refundable deposit at the time of booking (for the USA this is USD \$150). The final balance of the total fees is payable at least 1 month before arrival.

If an individual books less than 1 month before their course start date, full fees will be due immediately.

Payment methods are explained on the invoice. Deposits and fees are not transferrable between students. Clients are responsible for any bank fees incurred during the payment process.

We aim to release transfer and accommodation details 14 days prior to arrival date, subject to receipt of full payment.

Course and Accommodation is only secured for the period that has been paid for in full.

Book with confidence: Any advance payments will be credited if a student is unable to attend the course due to Covid-19.

5. REFUNDS (CANCELLATIONS, POSTPONEMENTS AND AMENDMENTS)

If you have signed a contract with your agent, please ensure you are aware of their full policies and procedures.

5(a).

PRE-ARRIVAL

REFUNDS

5(a) (i). Cancellations

Written notification of cancellation must be submitted in order to provide refunds.

If written cancellation is provided more than 14 days prior to the arrival date, or students have had their visa refused through no fault of their own, SH will refund fees received in full less any non-refundable charges.

Where applicable, the following fees are considered non-refundable fees:

- Non-refundable deposit
- Payment Fees such as Bank Transfer Fees or Credit card processing fees
- Courier Fees (refundable prior to mailing out documents)

Students cancelling less than 14 days prior to their arrival date will not receive any refund of fees paid. However, if you cancel a course which is longer than 2 weeks, we will apply a non-transferrable credit note for that part of the course which is longer than 2 weeks. For example, if you cancel a 4-week course, we will give you a credit note for 2 weeks. This will be valid for 1 year only and can be used by the student that originally cancelled the booking or by immediate family members only. Credit notes and cancellation notice periods will be effective from the original course start date, and not the postponed course start date.

Cancellation charges will not be waived in case of illness, accident, bereavement, etc. It is the client's responsibility to ensure that students have adequate insurance regarding cancellation or curtailment.

Cancellation charges apply not only for cancellation of the whole of the services booked, but also regarding cancellation of part of the services booked (e.g. any supplementary excursions) or of cancellation of part of the time period booked (e.g. a reduction in the number of nights). There are no refunds appertaining to any services which are cancelled or not taken up during the programme (i.e. after arrival) e.g. in cases of late arrival, early departure, illness, accident, absence or change of mind. The full invoice charge applies, even in cases where the invoice remains to be settled.

No refund is applicable in case of expulsion or suspension of a student from a programme for irregular, anti-social or disruptive behaviour.

If a course is cancelled after a student's enrolment, all monies paid, less third-party fees, will be refunded to the fee-payer. Refunds will only be paid to the fee-payer, via the original payment method. In the case of cash payments, refunds will be returned by bank transfer. All refunds will be processed in line with applicable laws and legal restrictions.

We aim to disburse refunds within 45 calendar days of receiving notice of cancellation. Refunds are based on the date of determination. This is the date the student gives notice of withdrawal from the institution or the day SH terminates a student.

5(a) (ii). Cancellation period

Under UK consumer law you have the right to change your mind within 14 days of your original enrolment (the "cooling off period"), starting from the date on which your deposit to reserve your place is received by us. In this event, all fees will be returned to you. You must make a statement of cancellation to us in writing to reservations@staffordhouse.com.

5(a) (iii). Postponements & Amendments

If a student chooses to postpone or amend their initial booking, the course fee that was originally charged to the student will be honoured the first time the booking is amended, provided the course itself is the same and at the same centre. SH must receive notification at least 4 weeks before the course begins for the deposit to be transferred to a later course date. Failure to provide the required notification will result in the deposit being forfeited.

For any additional postponements or amendments, the course fee advertised at the time of the amendment or postponement will be applied.

SH reserve the right to cancel the booking entirely if postponed on numerous occasions.

Any changes to bookings are subject to availability. If a student changes (or wishes to change) the services requested or the dates of arrival/departure, they should notify the Reservations Team as soon as possible, at least 1 month in advance, and we will endeavour to implement the requested changes if it is possible. SH will not be obliged to service these changes. If we can make these changes, an amendment charge may be levied.

Any additional fees that are incurred due to change must be paid for in advance of arrival or in advance of the change being implemented.

Prices as invoiced represent a contract of booking and will not be altered by SH except in case of extraordinary circumstances beyond our control e.g. act of government, excessive currency fluctuations, etc. However, SH may alter its prices (i.e. its general tariffs) at any time without notice before any booking has been invoiced.

SH reserves the right to amend or cancel a course, programme or accommodation option in rare cases where the bookings received do not reach the number required to viably operate it. SH will inform the client of such amendments or cancellations as soon as possible, usually at least 2 weeks before the course is due to commence. SH will endeavour to provide an alternative option of a similar value and standard, e.g. a similar course to the one booked, or similar accommodation to that booked. However, they may be situated in a different location or city.

Any timetables, schedules or lists of student activities (e.g. sports, excursions) published by SH are subject to change at any time, providing that they are substituted by activities of equal value, and that the overall 'package of services' is in substance fulfilled.

Some teaching facilities and living accommodation provided by SH may include access to communal or other facilities e.g. swimming pools, tennis courts, and it is always possible that such facilities may be withdrawn from service during the whole or part of the student's stay e.g. for maintenance.

Accommodation:

Any accommodation or services booked for a student are reserved exclusively for that student (the client's named customer(s)). No other or additional persons may use these accommodation or services without written permission from the Reservations Team, in which case extra charges may be levied.

4 weeks' notice must be provided if a change to any accommodation type is requested pre-arrival (e.g. homestay to residential). Additional specific cancellation policies for residential accommodations (not listed on the SH pricelist) may apply pre arrival. Please refer to your accommodation confirmation for details.

There will be a charge equivalent to the cost of 2 weeks course fees, if you cancel accommodation, or postpone your arrival date, less than 4 weeks before the start date.

Airport transfer:

If any amendments are required to a student's transfer, then notification detailing all of the changes (as described in section 11: Transfers) must be received a minimum of 2 working days' notice before the flight in order for the transfer to be changed free of charge.

If any of this information is not provided in time, SH may be unable to re-arrange the transfer, and in that instance no refund will be due for the cancellation, and a new charge will be levied should a new transfer be requested.

Where airport transfer fees are applicable (at certain centres / from certain airports):

SH will not refund transfer fees because of inaccurate information, missed flights or failure to adhere to the joining instructions sent in advance.

6. CLASSES

On the student's first day, their language proficiency will be assessed to determine their appropriate level of study on their course.

If a student does not have the minimum level of English required to study on a specific course, we reserve the right to move the student to a course that is appropriate for their level. Our decision to move the student to a different course will be entirely at our own discretion and will be final. The student will not be entitled to any refund in fees if we require them to attend a different course from the original course they chose. English level testing is available during the booking and enquiry period.

The number of students in any class depends on the course and the time of year but will not usually be more than 16.

Classes will take place either at our premises, or at alternative premises which will be of a similar standard to our own premises.

7. PROGRAMME

It is mandatory for students under 18 years of age to attend the evening activities and Saturday excursions, local visits and off-site activities. By enrolling on one of our courses, the parents, guardians or carers for the student consent to the student participating in all trips and other activities or excursions off the school premises, and consent to the provision of first aid or urgent medical treatment during the activity or trip where necessary.

8. ATTENDANCE

Students are required to have a minimum of 100% attendance for all lessons, activities and excursions. Students must arrive on time for each class and return promptly after any break.

Entry to class will not be permitted if students are late to help minimise disruption to fellow students.

A student's course may be terminated without notice if the student persistently fails to attend class or fails to meet the minimum attendance requirements of the course.

SH are not obligated to issue credit to students who are absent due to illness.

9. COMPLAINTS

In the unlikely event that a student wishes to complain about any aspect of the services provided, the complaint should be made to a Student Welfare Officer who will try to help. If the student still wants to make a formal complaint, they can complete a student complaint form (available from the centre office) and give it to the School Principal or Centre Director.

If the matter is not resolved, the client should make an immediate complaint in writing to the Reservations Team. The complaint (made to the Reservations Team) must be received within one month of the student's departure from their country of study, but the initial complaint must be made to the School Principal or Centre Director onsite during the student's stay at our centre, at the earliest opportunity.

For SH to investigate a complaint, all invoices relating to the student (not just those relating to the student in question) must have been settled in full.

10. ACCOMMODATION

Accommodation details will be issued to the student after receipt of full fees. SH will endeavour to release accommodation details 14 days prior to arrival. Accommodation is reserved on the Sunday before the course begins, until the end of the course as published in the price list or brochure, unless agreed otherwise. Check-in times may vary depending on the location and details will be provided on pre-arrival documents. If a student wishes to stay extra night(s), they should notify SH as soon as possible, at least 1 month in advance, and we will agree to the extra night(s) if it is possible. There will be a fee for each extra night which must be paid for in advance of arrival.

Whilst SH always strive to provide the type of accommodation requested by the student (e.g. homestay or residential), there may be times when a certain type of accommodation may not be available. In these instances, SH will inform the student as soon as possible, usually at least 2 weeks before the course is due to commence and will offer an alternative type of

accommodation (e.g. homestay or residential). SH is not obligated to guarantee a particular accommodation type at any time.

There is no obligation for a host family to spend a specific amount of time with the student.

At most of our centres, a £20 damage deposit will be collected from each student on arrival to cover damage or breakages caused to the accommodation because of the student's actions. This deposit is fully refundable on the last day of the students' course providing the accommodation is left in an acceptable condition.

11. TRANSFERS

SH can arrange transfers to/from the centre to/from the airports and locations as listed in its Price List, which also lists the transfer fees. Clients must advise the Reservations Team of their specific arrival and departure flight details at least 1 month before arrival, including arrival airport, flight arrival time, flight number, airline and point of origin. They must advise us as soon as possible if any of this information changes. If clients give us this information less than 1 month before arrival, we may not be able to arrange the transfer, although we will do our best to do so.

Transfers will only be booked upon receipt of full payment and therefore payment must be made at least 1 month in advance of arrival.

Where airport transfer fees are applicable (at certain centres / from certain airports):

If incorrect or incomplete flight information is provided, and consequently we are not able to send the transfer vehicle to the airport, we will not refund the transfer fee. If incorrect or incomplete flight information is provided, and the transfer vehicle is sent to the airport but does not pick up the student due to some of the flight information being incorrect (e.g. date/time/airport), we will not refund any transfer fee that may have been paid.

11(a). ASSISTED CHECK-IN ON DEPARTURE (SERVICE PROVIDED BY SH)

We include an assisted check-in on departure service for all individual students enrolled on our junior summer courses. Students will be taken to the airport by one of the school's fully licensed and trusted courier companies. Our courier will accompany the student to the airline's check-in desk, ensuring that the student will be checked in for their flight.

This is not to be mistaken with an airline's Unaccompanied Minor Service (as described in section 11(b)).

11(b). UNACCOMPANIED MINOR SERVICE (SERVICE PROVIDED BY AIRLINES)

An 'unaccompanied minor', commonly known as 'UM' is a child who is travelling alone without a parent, guardian or responsible adult. Some airlines will allow minors to travel without an adult only if they purchase the airline's Unaccompanied Minor Service, whereas other airlines allow unrestricted travel between certain ages. Please note that the age groups that require this service can differ from airline to airline. As the specific airline rules vary between airlines, please contact your airline to check.

Should you wish or be required to book an Unaccompanied Minor (UM) service please contact your airline who will provide this service.

Students who travel as a UM will be required to provide the name for the responsible adult who will collect or drop them to the airport. They may also ask that your courier wait at the airport until your flight has departed. Therefore, if you have booked the UM service with your airline and would like to book your transfers through SH, SH will apply their own UM service fee of £75 per way for our UK Centres (for the US this is \$100 per way) to make those arrangements for you. Students that book our UM service will be collected from/taken to the airport by one of the school's fully licensed and trusted courier companies. Our courier will accompany the student to the airline's check-in desk, ensuring that the student will be checked in for their flight, and the student will be handed over to the airline staff. The courier will also wait at the airport until your flight departs if that is required by your airline.

If you have booked an UM service with your airline and would like SH to arrange your airport transfers, please notify SH at least one month before arrival, so that we can make the required arrangements for you.

Any refunds of fees related to transfers will be dealt with in accordance with section 5 (Refunds) of these terms and conditions.

12. FREE SUMMER COURSE OFFER

This offer applies to students who have completed a summer course with CATS College (UK or US) or CSVPA. Students will be entitled to the cost of the course they completed being reimbursed upon the following conditions:

- A full-time academic programme being booked at a CATS College (UK or US) or CSVPA to start the following year (September or January intakes).
- The programme being applied for is a minimum of two terms / two semesters in duration.

The offer will only be available at the time of booking. Should a student defer, the discount will continue applied to the deferred programme.

The reimbursement will be applied as a one-off discount to the tuition fees for the academic programme and spread equally throughout the duration of the course. Early withdrawal will therefore mean the summer course fees will not be reimbursed in full.

13. PARENTAL CONSENT FORM

We require parents or guardians of every student under 18 to have completed a 'Parental Consent Form'. The completion of this form is now demanded by our UK authorities. The form is a very useful addition to our registration process and will enable parent/guardians to be assured that their child is in the safest possible hands, and that they fully understand and agree to their child taking part in all aspects of our courses as well as trusting our staff to ensure their well-being. The form must be completed and signed, in English. All parents/guardians must complete and send us a copy of the form before the course begins.

14. DISCIPLINARY & CODE OF CONDUCT

SH has a disciplinary code which it expects all students to follow. A reasonable standard of conduct is expected on all courses and programmes, including good attendance and behaviour. A student may be suspended or expelled without refund in case of irregular, anti-social or disruptive behaviour. Any damages caused by a student must be paid for in full immediately. If they are not paid for, they will be invoiced to the client and payment will be due immediately.

At most of our centres, a deposit will be collected from each student on arrival and will be refunded on the day of departure providing no damage has been caused.

We will not accept: drugs or alcohol use; poor attendance; bullying; disrespect to members of staff or other students; foul, inappropriate or abusive language; violence, intimidating or insulting behaviour; any form of discrimination (including discrimination based on race, gender, religious beliefs or sexuality); or any other act or behaviour that may bring SH into disrepute or cause any harm or suffering to staff, other students or members of the public.

If a student seriously or persistently misbehaves and fails to meet SH's behaviour requirements and/or follow school rules, SH reserves the right to terminate their course or accommodation without notice. We may also take any further action that we think is appropriate including informing Police, the appropriate Immigration Authorities and/or their parent(s) or guardian(s).

In the event of expulsion due to inappropriate conduct, there will be no refund of unused fees, and repatriation will be at the student's own expense.

A student's course may also be terminated without notice if the student persistently fails to attend class or fails to meet the minimum attendance requirements of the course.

The School Principal or Centre Director, and in the case of visa nationals the relevant authorities or government bodies are informed that a course has been discontinued early due to disciplinary reasons and parents/agents informed.

Students must use our computers and internet access in accordance with our instructions and applicable codes of conduct. Students must not use our computers or internet access for any illegal or unauthorised purposes (including accessing pornographic, obscene or illegal material) or for any commercial purposes. SH Disciplinary & Code of Conduct can be found in the student handbook and will be explained on the students first day, or for a copy of the codes please contact the Reservations Team.

Repatriation is at the student's own expense.

US Only: All students attending a SH Centre in the US will be subject to the destination-specific applicable State Enrolment & Refund Agreement policies which will be set out on the invoices and will also be available upon arrival in each Centre.

Any refunds of fees related to disciplinary or conduct issues will be dealt with in accordance with section 5 (Refunds) of these terms and conditions

15. PHOTOGRAPHY & VIDEO

SH or its representatives may take photographs or video footage of students participating in activities for promotional and marketing purposes. If students do not wish to be photographed or filmed, they must inform the Reservations Team in writing in advance of arrival.

16. FORCE MAJEURE

SH is not responsible for any events outside our reasonable control which may cause the closure of part or all of the centre or the cancellation of any classes, courses, activities or any other services we provide. Events outside our reasonable control may include, but are not limited to: war, riot, civil strife, industrial dispute, terrorist activity or threat, disaster, flood, storm or other extreme weather conditions, plague or infectious disease.

SH reserves the right to change details of its services, including classes, courses, excursions, facilities, accommodation details and course dates without notice, where circumstances beyond its control necessitate such changes.

Whenever reasonable and practical, SH will endeavour to offer compensatory classes, however this cannot be guaranteed. SH will not be responsible for any costs incurred by or on behalf of the student because of any such case.

17. SERVICES

SH reserves the right to change details of its services, including courses, facilities, accommodation and course dates, where circumstances beyond its control necessitate such changes or where the number of enrolments is not enough to operate a course viably. Students will be assigned to either morning or afternoon schedule after their placement exam, and students travelling together are not guaranteed the same schedule. A student's schedule may change during their enrolment.

UK Only: Any questions or problems concerning SH that have not been satisfactorily answered or resolved by SH should be directed to: English UK, 47 Brunswick Court, Tanner Street, London, SE1 3LH, UK.

18. LIABILITY

SH will not be held liable for loss, damage or injury to persons or property while attending our courses. The student is solely responsible for the safety of any personal property that they bring to their chosen country of study, including any post sent to them at the centre and any certificates or paperwork.

Students must pay for any damages caused by them to SH property or to property in which they are housed. Any damages caused by a student must be paid for in full immediately. If they are not paid for, they will be invoiced to the client and payment will be due immediately.

19. INSURANCE

SH advises all students to have travel insurance coverage, which includes medical and personal liability as a minimum. Students are solely responsible for ensuring they have appropriate insurances in place to cover their entire stay, including travelling to/from their chosen country of study, full medical insurance, cancellation and curtailment insurance, etc.

Insurance can either be purchased independently, or through our Insurance partners in the chosen country.

UK Only: Please contact the Reservations Team for full details on costs, level of coverage, and terms & conditions.

US Only: Insurance is required for all students.

20. DATA PROTECTION

References in this clause to the DPA are to the Data Protection Act 1998 and to the GDPR are to the General Data Protection Regulation (which comes into force on 25th May 2018).

In order to deliver education and protect student's welfare, SH will collect, keep and otherwise process personal data, including sensitive and special category personal data (as defined in the DPA and GDPR respectively) that relates to the student and their circumstances.

This will include their name and contact details, and the name and contact details of their parent(s) or guardian(s). We will also keep data on file about their education, health, welfare, accommodation, travel, passport, visa, finances and fees.

Full details of the personal data collected and processed by SH, the purposes for which it is collected and the legal basis for doing so are contained in the CATS Colleges Privacy Notice, which can be accessed via this [*link*](#).

We will always keep this information secure and we will share it within CATS Colleges as necessary to run our business, deliver the students' education and ensure their safety. We will also release the data where it is legally required or lawful to do so, or in the event of a medical emergency if it is necessary to protect their health or the health of others.

It is the client's and student's responsibility to update SH with students' information if it changes.

We may also provide reports to their agent and their parent/guardian on their academic progress.

The student (18+) or the parent/legal guardians of students under 18 (by completing a Parental Consent Form), consent to their/their child's personal data being stored, processed and released by SH in this way and as described in this section above. They consent to their/their child's sensitive personal data, which may include: personal data revealing racial or ethnic origin; personal data revealing political opinions; personal data revealing religious or philosophical beliefs; personal data revealing trade union membership; genetic

data; biometric data (where used for identification purposes); data concerning health; data concerning a person's sexual orientation and other data being stored, processed and released by SH in this way, as described in this section above.

On the first day of the student's course, they must give their passport (or National ID Card if they are resident in the EU) to the School Principal or Centre Director onsite. We will copy or scan it and return the original to them. It is the student's responsibility to update any personal data they give us if it changes.

SH will always comply with our obligations under the Data Protection Act 1998 in relation to the student's personal information.

UK Only: SH will always comply with our obligations under the DPA and the GDPR (from 25th May 2018) in relation to the student's personal data.

US Only: SH will always comply with our obligations under the applicable data protection laws in the US respectively in relation to the student's personal data. Where a student's normal place of residence is within the EU then SH will also comply with the GDPR (from 25th May 2018).

21. AGREEMENT

The current SH Terms and Conditions supersede any previous Terms & Conditions that were applicable at the time of student's booking.

By completing an application form or paying either a deposit or full fees you have read, understood and agree to the above conditions. These terms and conditions are applicable to all students.

All courses and accommodation offered are subject to availability.

Stafford House (SH) reserves the right to cancel or make changes to course or accommodation arrangements without liability if obliged to by circumstances beyond its control or due to low demand or where the students preferred accommodation is unavailable. In such circumstances, SH endeavours to offer the best alternative arrangements, dates or venues available.

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