



Terms & Conditions 2018

Ireland Juniors

Your Contract

Your contract is with Malvern House Ireland Ltd., (trading as Oscars International) whose registered office is at 33-34 Dame Street, Dublin 2, Ireland. Not so Only MHIL is registered at Dame Street. When you make a booking, you guarantee that you are 18 years or over and have the authority to accept and do accept, the terms of these booking conditions. If you are under 18 years, a parent or guardian must make the booking on your behalf and accept these booking conditions on your behalf. Upon receipt of the completed application form and deposit or full course fees, we will issue confirmation of the booking, including a confirmation invoice, acceptance letter and, if required, a visa support letter. A contract will exist as soon as we issue our Booking Confirmation. When a Booking Confirmation is issued a contract is made on these Terms and Conditions. Any dispute arising will be governed by Irish law and the courts of Ireland shall have exclusive jurisdiction over any claim arising out of it. Oscars International is entitled to invoice you for course fees any time after we have accepted and confirmed your booking.

Agents, Educational Consultants and Group Leaders

Terms & Conditions are applicable to students whose bookings are made directly with Oscars International or via an Agent, an Educational Consultant or a Group Leader unless there is a prior alternative arrangement agreed in writing between the Agent, Consultant or Group Leader and Oscars International.

Making a booking & payment

Where a booking is made 35 days or more in advance of the course start date or the arrival date whichever is earlier, a deposit of 20% of the total fees must be made at the time of booking. The balance of the full booking fees are due and must be paid at least 42 days before the course start date or the arrival date whichever is earlier. Where a booking is made less than 30 days in advance of the course start date or the arrival date whichever is earlier, the full course fees are due and must be paid at the time of booking. If you require the services of a courier to deliver your documentation, the cost incurred will be paid by you. All payments are to be made in Euro. You can pay by bank transfer, cheque or credit card. For credit card payments, we add a 3% surcharge on the total amount to cover card charges. Please do not send cash in the post. Cheques must be made payable to Oscars International. If you are paying for bookings by Bank Transfer a minimum of 30 EUR must be added to the amount due to cover the cost of the bank transfer. We reserve the right to cancel a booking without refund or compensation if payments are not

Late Payments

If you have not made your balance payment by the due date Oscars International will be entitled to charge you interest at the rate of 6% per annum above the base rate of Bank of Ireland until your payment is made in full.

If You Make a Change to your course

If you wish to make a change to the dates of your course, the person who made the booking must put such request in writing to us at least 28 days' before the course start date or the arrival date whichever is earlier. We reserve the right to charge an amendment fee of 70 EUR. Irrespective of notice given we cannot guarantee that we will be able to accommodate your requested change but we will try to do so.



If you cancel your course

If you wish to cancel a course for any reason, the person who made the booking must put such request to cancel in writing to us. If you wish to cancel a course due to a visa refusal, we will refund any course fees which have been paid by you, (less the registration fee and any other charges we may incur as a result of your cancellation), provided that: a) Notice of your visa refusal is sent to us a minimum of one week before your course commences; and b) Official written confirmation of the visa refusal from the Irish Embassy is sent to us before the course was due to commence. If you wish to cancel a course for any reason other than a visa refusal, course refunds for such cancellations depend on the amount of notice given and are as specified below:

- More than 28 days before the course start date or the arrival date whichever is earlier -a refund of total course fees (including any extras), less deposit, registration fee and any other charges we may incur as a result of your cancellation
- Between 28 – 15 days (inclusive) before the course start date or the arrival date whichever is earlier – a refund of 75% of total course fees (including any extras), less registration fee or any other charges we may incur as a result of your cancellation
- Between 14-8 days (inclusive) before the course start date or the arrival date whichever is earlier - a refund of 50% of total course fees (including any extras), less registration fee or any other charges we may incur as a result of your cancellation.
- 7 days or less before the course start date or the arrival date whichever is earlier - no refund will be given

No refund will be given if you chose to cancel the course once it has commenced. Please note in the event that you cancel your booking for any reason, amendment fees paid by you in respect of the booking, if any, are non-refundable.

If you cancel your Accommodation

If you wish to change or cancel your accommodation for any reason, the person who made the booking must put such request to cancel in writing to us. If you wish to change or cancel residential, or hotel, accommodation for any reason, terms and conditions may vary. Please note that in some cases a refund might not be possible and you may not be able to shorten your stay in residence. Cancellations of residential, or hotel, accommodation may be subject to a cancellation fee. Please refer to the residence or hotel terms and conditions, or contact Oscars International staff. Changes to accommodation (whether with hotel or residential accommodation) are subject to availability and to payment by you of any surplus where prices vary compared with your original booking.

Accommodation

Students or Groups scheduled to arrive/depart between the hours of 22:00 – 09:00 at/from Oscars International residential accommodation may be charged a Late/Early Arrival Fee.

Arrival/Departure Dates

Arrivals and departures should normally be on a Sunday (unless specified otherwise in Oscars International marketing materials). Oscars International reserves the right to arrange alternative (e.g. Hotel) accommodation for any night(s) outwith the standard programme dates, at the student's cost. There will be no compensation due for late arrivals and/or missed lessons, activities and excursions missed as a result of not arriving on a scheduled arrival



date. If the student is taking lessons on the day of their departure and requires for their luggage to be held by the school, there may be a charge incurred.

Child Visitor Visas:

If you need to apply for a visa to take up your course with Oscars International, we will provide you with all documentation you need to enable you to secure the visa for your programme. You should check carefully the documentation Oscars International provide and any changes or errors must be notified to us immediately in writing. Should you be unsuccessful in your visa application, all fees apart from the deposit fee will be refunded to you. Oscars International will not be held responsible for any costs incurred should you not be granted your visa.

Attendance, Absences & Early Departures:

Students or Groups are required to attend the full course. Absence from lessons and/ or activities is not compensated. If Students or Group Leaders are absent from the course and do not contact an Oscars International representative within 24 hours we will contact you or an appropriate adult by telephone or email to see if we can be of any help or assistance. If we receive no response, we will try to make contact again. In the case of students with visas, we are duty bound to notify the Irish/ Authorities immediately in the event of persistent non-attendance or course termination.

Transfers

All groups must book airport transfer through the School.

Where a taxi/coach transfer has been booked through the Company flight details should be received no later than 14 days prior to arrival. The company reserves the right to levy a charge of 30 EUR per group member should these details not be received within the 14 days.

For students aged 16 and under, airport collection & drop off are mandatory in line with our Child Protection Policy. When unaccompanied minor service is required a fee of €65 will be charged.

Course Certificates

The Company shall levy a charge of 20 EUR per set of certificates it has to reissue once the course has finished. Should this occur the certificates shall only be reissued once full payment has been received.

If we change or cancel your booking

Whilst we aim to provide the course, and where applicable accommodation, as booked, we reserve the right to change or cancel your booking. Operation of all bookings are dependent on a minimum number of persons booking the course and we reserve the right to cancel or change your booking for reasons of consolidation due to minimum numbers not being attained on your course. Subject to 'Our Liability' section below:

- a) if we make a minor change to your booking we will advise you as soon as reasonably possible;
- b) if we make a major change to your booking we will advise you as soon as reasonably possible if there is time before your course start date or your arrival date whichever is earlier. You will have the choice of either (i) accepting the change of arrangements, (ii) accepting an offer of alternative arrangements of comparable standards from us if available (you will pay the difference if it was advertised as a higher price than your original booking, or receive a refund of the difference if it was advertised at a lower price than your original booking) or (iii) accepting a refund of the monies you have paid to us for your original booking.



- c) if we cancel your booking, we may be able to offer you an alternative. If you accept it, you will pay the difference if it was advertised at a higher price than your original booking, or receive a refund of the difference if it was advertised at a lower price than your original booking, or we would refund the monies you have paid to us for your original booking. We will not be obligated to pay any compensation following a change or a cancellation by us and we will not be liable to reimburse you for any amendment or cancellation fees you incur in terms of other arrangements you have made with other providers under separate contracts.

Conduct & Behavior

When you make a booking through us, you accept responsibility for the proper conduct of all parties included on your booking. The Conduct & Behaviour rules will be available in Oscars Student Manual/Group Leader Manual . We reserve the right to cancel at any time any student or Group's course, or course and accommodation, with no refunds, in the event that, in the reasonable opinion of the Company or the school or university or hotel, the student or group's behavior is disruptive or unsatisfactory (including without limitation causes or is likely to cause danger, upset or distress to anyone else or damage to property). Our decision is final. We shall be under no obligation whatsoever to pay compensation or meet any costs or expenses you may incur as a result of your course, or course and accommodation, being terminated.

When this occurs no refund will be given and the student or their family will be required to pay all costs associated with their repatriation to their home country.

Terms for Minors (under- 18s):

A student's parent or guardian is hereby deemed to accept these Terms and Conditions and further accepts that:

1. They will permit the student to travel by public transport;
2. They authorise their child to take part in all tourist, sporting and cultural activities associated with the course;
3. They permit the student to be treated by a doctor in an emergency. Oscars International will use all reasonable endeavours to make contact with the parent or guardian in this event;
4. They will pay any third-party fees associated with the above treatments;
5. They will provide the school with a contact telephone number in case of emergencies.

Our right to sub-contract:

We shall take reasonable care and skill in providing our services to you in accordance with our standards, our obligated standards in each country and industry standards. We reserve the right to subcontract various elements of our services (for example accommodation) to reputable companies selected by us. We will procure that our subcontractors also take reasonable care and skill in providing such subcontracted elements of our services to you in accordance with industry standards.

Force Majeure

We will not be liable: where any failure in the performance of the contract is due to: i. you; or ii. acts, events, commission or accidents beyond our reasonable control or the reasonable control of our suppliers, including without limitation war, threat of war, riots, civil disturbances, actual or threatened terrorist activity and its consequences,



industrial disputes, natural and nuclear disasters, fire, epidemics, health risks and pandemics, unavoidable and unforeseeable technical problems with transport for reasons beyond our control or that of our suppliers; closed or congested airports or ports, hurricanes and other actual or potential severe weather conditions, flood, and any other similar events;

Liability

Oscars International does not accept liability for your personal injury or death unless it is caused by the proven negligence of Oscars International or its servants. Oscars International does not accept any liability for the loss or damage to any of our client's property. Oscars International accepts no responsibility for losses or additional expenses that might be incurred in the event of cancellation or delays of your travel services or as a result of events and action that Oscars International cannot control such as, without limitation: strikes, disasters, war or the threat of war, acts of terrorism, quarantine, weather, sickness or any other event outside the control of the company. Again, we strongly recommend you have appropriate insurance.

Damage Deposits

A refundable deposit of 50 EUR will be charged on arrival to all students. Any damage or loss caused by a student or a group of students will be deducted from the returned deposit which is given back before the student leaves the centre.

Other Conditions

We will not be liable for the loss of students' property. No compensation, costs, expenses or any other sums will be paid by us in these circumstances. Nothing in this contract shall limit or exclude the liability of either party for death or personal injury resulting from negligence.

It is compulsory that every student, group leader and or accompanying adult takes out insurance to cover such events as course cancellation or curtailment; loss of personal effects; loss of passport or tickets; medical expenses and repatriation; personal liability and personal accident. Failure to do so could cause serious problems in the case of an emergency. It is your responsibility to ensure that you are adequately insured. We reserve the right to ask for a copy of a student's, a group leader's or accompanying adult's insurance documentation. Where students are staying in accommodation (hotel or residential) arranged by the Company, insurance covering personal liability is recommended. If you do not have an insurance policy and an incident occurs, you will be responsible for all costs incurred.

Complaints Procedure

If you have a problem or question with the teaching programme, please talk to the Director of Studies/Head Teacher. If you have a problem or question with the excursion programme, please talk to the Activity Manager/Centre Manager. If you feel that your question or complaint has not been dealt with adequately onsite, you are welcome to speak with the regional Operational Manager. Please contact the Centre Manager while you are at the centre, so as we can help you with your problem before you leave, you may be required to submit your complaint in writing. If the Centre Manager cannot solve your problem or answer your questions to your satisfaction, please contact the Operations Director in writing, at our Head Office below:

Operations Director; OSCARS International

Oscars International, 33-34 Dame Street, Dublin 2, Ireland Email: info@oscarsinternational.com



Oscars International will make every effort to investigate your problem and will give full consideration to the matters raised. After investigation we will respond in writing to you within fifteen working days. If the complaint is not resolved to your satisfaction, you may contact ACELS (Accreditation and Coordination of English Language Services).

Publicity Materials

These booking conditions, our brochures, our website and other publicity materials are the responsibility and property of the Company and the details are published in good faith. We cannot be held responsible for any changes that become known or happen after the brochure is produced. The most up-to-date information can be found on our website. We will use reasonable endeavours to inform you of any material change before commencement of your course.

Your photograph

Any likeness or image of you secured or taken on any of our courses may be used by the Company, without charge, in all media (whether now existing or in the future invented) for bona fide promotional or marketing purposes, including without limitation promotional materials of any kind, such as brochures, slides, video clips and on the internet. Should you wish to opt out from this clause a written notice is necessary prior arrival.

Your email address

By agreeing to these Terms and Conditions, you consent to us company) using your email addresses gained at the time of booking and during your period of study for future marketing purposes from, including without limitation about special offers, products and services by email. You may withdraw from the use of your email address at any time by contacting the Company in writing.