

The following Agreement applies to all students studying intensive courses (10 lessons or more per week) at GenkiJACS.

For a list of changes, in chronological order, see the [Changelog](#).

Before applying for the chosen courses, please read and understand the Genki Japanese and Culture School course agreement, to ensure that you understand your rights and obligations. We have tried to write this clearly, but if you do not understand any of the terms, please feel free to contact us to request clarification.

The terms of this agreement apply to all contracts for Programme Courses applied for on or after October 1st, 2004.

1. Contract offer and formation

1. An offer is made when the School sends an estimate in response to a request by the applicant.
2. A contract is formed when the applicant communicates to the School intent to pay the sum of money specified in the estimate received from the School.
3. If the applicant wishes to be released from the contract, he must contact the School directly and request to be released from the contract.

2. Reasons for refusal of application

The School reserves the right to refuse any application without reason, at the sole discretion of the school. In particular, applicants will be refused in the following cases:

1. The applicant is under 18, and the applicant's parent or legal guardian has not given verifiable permission to study.
2. The requested course is unavailable or full. (The School alone determines availability.)
3. The time to complete the procedures to apply for the requested course is insufficient. (We ask people to apply at least one month in advance. However, shorter notice is possible, especially if accommodation is not required.)
4. The School judges that the applicant's medical history, or current physical or mental status, are not suited to the pressures of the course of study.

3. Extent of duty of the School

The School, upon receiving the application, will perform the following duties.

- i. **Furnishing of information**
Upon receiving the application, the School will provide timely information to the applicant in response to the applicant's questions or requests.
- ii. **Living arrangement procedures**
The School will prepare accommodation when requested, taking the preferences of the applicant into consideration. However, if it is not possible to find accommodation that meets the needs of the applicant (with regards to type, as well as specific needs such as diet, smoking, etc.), the School may ask the applicant to consider alternate accommodation types. If the applicant is not willing to accept alternate accommodation, the applicant can choose to withdraw from the contract without penalty, as described in these terms. In some cases, 2 or more students may stay at the same accommodation simultaneously.

If it is not possible to secure the requested accommodation due to factors beyond the control of the School (for example, illness in the selected host family), the School can not accept responsibility. In this case, the School will arrange alternate accommodation, or refund the full accommodation fee and work with the student to arrange alternate accommodation, or allow the student to withdraw from the program.

- I. Accommodation is contracted directly between the applicant and the accommodation provider, NOT the School. The School acts as the contract facilitator. In case of contractual claims related to accommodation, the School will do all in our power to help, but the contractual responsibility lies with the accommodation provider, and the School cannot accept responsibility for provisions outside the terms of this contract.
- II. For example, if the student wishes to cancel the accommodation early, there may be a cancellation fee levied by the accommodation provider, in addition to any School cancellation fees provided for in these Terms. Clarify with the accommodation provider in advance, if you do not receive notification.

4. Fees

The fees listed below are not included in the invoice, and will be charged separately depending on request and/or requirement.

1. **Lodging fee**

If the applicant arrives earlier than the date that accommodation starts, or leaves after the date that accommodation ends, where possible the School will arrange for the period of accommodation to be extended. The applicant must pay the additional costs in this case. However, when this is not possible, the applicant will be required to arrange accommodation for the extra nights, at the applicant's own expense.

2. **Meal fees**

In the absence of any agreement to the contrary, breakfast only is provided at the homestay destination. No meals are provided at other accommodation types. The applicant is responsible for the cost of other meals.

3. **Travel fees**

The applicant is responsible for costs incurred in traveling from the accommodation to the School.

4. **Alteration fee**

If the applicant requests to change the date or duration of study, an alteration fee may be required at the discretion of the school. Depending on conditions, the requested change may not be possible. Please confirm with the School as early as possible.

5. **Bank charges/transfer fees**

If the received payment is less than the billed amount, for any reason, the applicant will be required to pay the difference.

6. **Airport Pickup**

When the applicant has requested an airport pickup, if the applicant does not arrive on the scheduled flight and does not contact us by either 1) phone to our emergency phone number at least two hours before the scheduled pickup time, or 2) email to our emergency email address at least four hours before the scheduled pickup time, the applicant may be charged an additional fee for the second airport pickup.

7. **Other considerations**

i. Exchange rate fluctuations

All billing is done in Japanese yen. When values in other currencies are provided, they are only for informational purposes, and do not form part of the contract. Final payment must

be made in yen, and changes in the exchange rate (e.g., between the date of billing and the date of payment) are the responsibility of the applicant.

ii. Payment of fees

All fees specified in this Agreement must be paid in full by the agreed method to the School to be received by the specified date (generally one calendar month before the first day of study). If fees are not received by the specified date, the School reserves the right to cancel the applicant's enrollment.

5. Cancellation by the School

1. The School may cancel the programme contract in accordance with this Agreement upon notifying the applicant, if any of the following causes are established.
 - i. If necessary documents requested of the applicant are not received by the specified date.
 - ii. If fees billed to the applicant are not paid by the specified date.
 - iii. If the school is unable to contact the applicant for a period of more than 30 days.
 - iv. If documents submitted to the School by the applicant are found to contain a falsehood, or a vital omission, including omission of diagnosed medical conditions.
 - v. Any other reason, as decided solely by the School.
2. If the School cancels a contract based on any of the items above, matters will be dealt with as provided for in the section [Cancellation and return of fees after application] below.
3. In the case that the applicant is refused accommodation due to conduct that is in violation of accommodation rules that the applicant was previously informed of, or behavior that obviously contravenes social standards, the fee for the remaining period of accommodation will not be reimbursed to the applicant.
4. You must attend 80% or more of your scheduled classes if on a student visa, or 70% or more of your scheduled classes otherwise. If you do not meet this standard without a valid reason as decided by the school, school staff will discuss ways to improve the situation. If your attendance rate remains below the requirement, you may be asked to move to a lower class or asked to leave the school. If your attendance rate at the end of the course is less than 70%, you will not be given a certificate of completion.

6. Exemption from responsibility

1. If any of the following causes result in the applicant being unable to study, the date of study being changed, or any other problem, we will do our best to work with the applicant to make alternate arrangements; however if arrangements can not be made, the School will not accept legal responsibility.
 - i. If the requested accommodation is full and therefore unavailable.
 - ii. If the applicant is unable to receive a passport or visa, or is refused entry to Japan.
 - iii. If the date of departure is changed due to delays in receiving a passport or visa.
 - iv. In cases of disaster (including adverse weather requiring school closure), war, strike, terrorism, unforeseen circumstances, or Acts of God.
 - v. If study is considered impossible due to the health of the applicant.
 - vi. Accident, fire, disaster (including adverse weather requiring school closure), fraud or injury during the period of study.
 - vii. Denial of matriculation related to late payment of fees or late submission of documents.
 - viii. Cancellation or change due to other personal reasons of the applicant.
2. The School can not accept responsibility for any travel-related accident occurring during travel. The applicant should be sure to enroll in overseas travel insurance.
3. The School can not accept responsibility for any physical, mental or economic damages suffered by the student from causes beyond the control of the School.

4. The School will require payment of damages from the applicant in the case that the applicant's intended action has the result of causing losses to the School or other losses due to violation of law or ordinance.
5. No objections with regard to fees will be accepted after the applicants course of study has begun.
6. The School can not accept responsibility for losses due to disaster, war, strike, terrorism, or other factors beyond the control of the School.
7. The applicant is responsible for the applicant's own valuables for the duration of the applicant's stay. Make sure to put valuables in a locked suitcase, or safe place.
8. From time of arrival in Japan, the applicant is responsible for the applicant's own actions, and is personally liable for any damages arising from actions in breach of laws, regulations, customs, or the rules of the School. In any of these cases, the school can not accept responsibility. The applicant is responsible for any accidents occurring during activities such as sports, and is responsible for purchasing additional insurance for any sports requiring such. In any case corresponding to any of the above conditions, the School will under no circumstances return fees (admission fee, tuition fee, alteration fee, etc.).
9. By booking your study with GenkiJACS, you agree to arrange applicable travel insurance to cover medical and property damage costs. Most international visitors are not entitled to publicly funded health services while in Japan. If you receive medical treatment during your visit, you may be liable for the full costs of that treatment.
10. If you require a transcript that includes an evaluation of you, you must request this before or during your study. If transcripts are requested after your study has finished, we may not be able to provide them, or we may only be able to provide documentation of your study period, not an evaluation.

7. Cancellation and Refunds

1. The applicant may withdraw from the programme at any time. However, depending on the date of cancellation, a cancellation fee may be required.
2. In case of unavoidable cancellation more than two weeks before the start of the programme, tuition fees and other fees that can be returned will be returned to the applicant.
3. However, the School will deduct from any amount already paid by the applicant a reasonable sum to cover any expenses or actual verifiable losses occurred in dealing with the applicant (e.g., telephone costs, cancellation fee for accommodation).
4. In addition, the amount returned to the applicant will be calculated based on the yen value originally received, regardless of changes in the exchange rate since original payment.
5. If the total of expenses and losses is more than the amount previously paid by the applicant to the School, the School will bill the applicant separately for the additional sum.
6. In case of cancellation less than two weeks before the start of the programme, or after the start of the programme, whether or not fees are returned is at the sole discretion of the School. In general, for short-term study, the School uses the following when determining tuition refunds:

Date of cancellation	Refund amount
Between one and two weeks before study is scheduled to start	All fees minus registration fee and first week's tuition
Less than one week before study is scheduled to start	All fees minus registration fee and first two weeks' tuition

Date of cancellation	Refund amount
After the start of study	For all cancelled weeks more than two weeks after the cancellation request is received: accommodation fees, 1000 yen per group lesson, 2000 yen per private lesson

- i. For discounted 6-, 9- or 12-month study, in case of cancellation after the start of the program, refunds will be given for any 10-week terms that have not yet begun. No refund will be given for terms that have already begun.
 - ii. Refunds for accommodation depend on the cancellation conditions of the accommodation provider. While the School will attempt to negotiate the biggest refund for you, we do not guarantee any refund amounts for accommodation. After accommodation has been arranged, the accommodation placement fee will not be refunded.
7. If you shorten your study with the school, you must also leave any accommodation prepared by the school.
 8. While the School will make every effort to refund fees promptly, no guarantee as to the date of refund will be made.
 9. When the school is closed for national holidays or other scheduled closing, a free event will be held instead, or students will be refunded tuition for missed classes. If no event is held, students will be refunded 1000 yen per group lesson, or 2000 yen per private lesson. A student's fees will not be refunded even if the student chooses not to attend the scheduled event.
 10. If the applicant is absent from scheduled group classes, no refund will be provided regardless of the reason. However, at the School's discretion, the School may allow the student to join other scheduled classes of the same duration. For example, if a student misses two days of classes, in some cases it may be possible to extend the student's stay by two days for no extra cost, if an applicable class is already scheduled. In these cases, a new class will not be made specifically for the applicant.
 11. In cases where a third party has paid all or part of the student's fees, the permission of the third party is required before the school can refund directly to the student.

8. Changes after application

1. Students can request to change the course of study after an application has been completed. The school reserves the right to refuse this change of course. However, we try to accommodate all requests where possible.
2. Requests to change the course of study must be made at least one week in advance of the requested date of change. Changes are only accepted to take effect from Monday of each week. Therefore, a change request made on a Tuesday, for example, will take effect on the second Monday thereafter. This period may be shortened at the discretion of the school.
3. There is an additional 5,000yen administrative fee in Fukuoka, and a 10,000 yen administrative fee in Tokyo and Kyoto charge to change accommodation type after accommodation has been arranged.

9. Textbooks and Materials

1. The cost of all textbooks and materials used in standard classes is included in the standard fees. There will be no extra charge for these textbooks and materials.
2. In general, all textbooks and materials used in classes will be given to students.

3. If the student has less than 2 weeks of study time remaining when the class moves to a new textbook, the student will be provided with an extract of the material covered in class, not the full textbook.

10. Course Changes if Few Students

1. If the class that GenkiJACS has placed you in has only one or two students, and you are not studying on a student visa, lessons will be given as follows:
 - i. **One student only:**
 - I. Standard Course: 5 private lessons per week plus 10 group lessons with the closest available class, or 10 private lessons per week if no appropriate class is available.
 - II. Japanese Plus Conversation Course additional conversation lessons: 2 private lessons per week.
 - III. Japanese Plus Pop Culture, Traditional Culture Course: same as a. above, plus 3 activities per week
 - ii. **Two students only:**
 - I. Standard Course: 10 semi-private lessons per week plus 10 group lessons with the closest available class, or 15 semi-private lessons per week if no appropriate class is available.
 - II. Japanese Plus Conversation Course additional conversation lessons: 3 semi-private lessons per week.
 - III. Japanese Plus Pop Culture, Traditional Culture Course: same as a. above, plus 3 activities per week

* Note that this condition only applies to cases where GenkiJACS teachers have placed you in a class as above. It does not apply if you have requested private lessons yourself.

11. Judicial jurisdiction

Any litigation related to the terms of this agreement is exclusively under the jurisdiction of the Fukuoka Prefectural Court.

12. Amendment of this agreement

This agreement may be amended without notice to the applicant, depending on circumstances. Changes will be posted to [the International Student Terms and Conditions Changelog](#), and it is the applicant's responsibility to check for any changes.