

"Residence" Accommodation in a University or other Residence arranged via the School but provided and managed by a third party

"Tuition Fees" the fees payable by the Student to the School in connection with the Course as set by the School from time to time

"Visa" an official authorisation appended to the Student's passport permitting entry into and study within Ireland

1. Irish Immigration Authorities

1.1 The Student is responsible for complying in full with any requirements of the Irish Immigration Authorities before the commencement of the Course and throughout the duration of the Course.

1.2 If required, on receipt from the Student of the Registration Fee and subsequently the Tuition Fees, the School will provide the Student with appropriate written confirmation of the status of the Student's application for the Course and the School will allow the Student to forward such written confirmation to the Irish Immigration Authorities as proof of enrolment. All examination fees must be paid in full prior to GNIB letter being issued.

1.3 The Student acknowledges and accepts that Package Courses will be treated as a single course of study by the Irish Immigration Authorities

1.4 If, during the duration of the Course, the Student needs to extend his Visa then the Student is responsible for ensuring that the extension is obtained. Provided that the Student has complied in full with these terms and conditions, the School will provide the Student with the appropriate documents

1.5 The School reserves the right not to enroll any Student if it believes that his/her intentions do not comply with the Irish Immigration Authorities rules and regulations

1.6 The Student must allow the School to inspect and copy the Student's passport and any other documents relating to the Student's Visa

1.7 Study and Travel for NON-EU: It is a statutory requirement that all students enrolled on a Study & Travel visa must register for an external exam as part of their visa issuance. It is the responsibility of the school (Oscars International Dublin) to register all students for their end-of-course exam. Students should check with the Education partners/3rd parties as to whether their exam fee is included or not in their initial fees. If not, students must pay at Reception prior to the issuing of the GNIB letter.

1.8 The school will accommodate all reasonable requests for the timetabling of the student's external end-of-course exam. However, it is the responsibility of the student to ensure they have the schedule and date(s) for the exam. No refund will be issued for students who leave their course early and are unable to sit the external end-of-course exam. See item 15 for further information on Examination.

2. Enrolment and Tuition Fees

2.1 The Student acknowledges that:

2.1.1 the School will advise the Student on the suitability of Courses based on the information provided but that the Student is solely responsible for selecting the Course that is most suitable;

2.1.2 the Student must ensure that he or she enrolls in sufficient time to ensure that a Visa can be obtained and all requirements of the Irish Immigration Authorities met;

2.1.3 places on Courses are subject to availability and may be refused at the School's discretion;

2.1.4 the minimum age for enrolment is 18 years. We may accept under 18-year-olds on certain adult programmes. Such students will only be enrolled on a course if their parents/legal guardians have completed and signed a Parental Consent form. By signing this form parents acknowledge that their child will be studying in an adult centre and that Oscars International are not legally responsible for the child.

2.1.5 class sizes may vary depending on the particular Course, but in line with statutory requirements

2.2 The payment of Tuition Fees, Registration Fee and any additional fees must be paid in full before commencing the Course

2.3 Once paid, Tuition Fees and the Registration Fee cannot be transferred for the benefit of another student

3. Additional Charges

3.1 The Tuition Fees entitle the Student to receive academic instruction in relation to the chosen Course but do not cover the cost of other materials and services that the Student may require, including, but not limited to, text books, examination fees, bank charges, insurances, social activities and travel expenses. The Student is required to purchase such of these materials and services as are requisite for the completion of the Course

3.2 Without prejudice to the generality of clause 3.1 of these terms and conditions, Students will be required to buy textbooks necessary for their chosen Course and may be required, at any time during the Course, to purchase additional textbooks in the event that they progress to different levels of that Course to a maximum of two course books per programme.

3.3 Should the Student wish to transfer to another Course, this will be at the School's discretion and subject to payment of a Course Transfer Fee and the grant of permission by the Irish Immigration Authorities if applicable. This cost must be paid in full before the student will be given permission to change their programme.

4. Registration fee

4.1 Students applying for courses such as General English, Business English, Examination English, Combination courses will be required to pay Tuition Registration fee of €70. It does not include the Visa fee required by the Irish Immigration authorities.

4.2 NON EU students applying for a professional course such as Study & Travel will be required to pay the Study & Travel NON EU registration fee of €100. It does not include the Visa fee required by the Irish Immigration authorities.

5. Student Records

5.1 The Student will be required to provide the School with such Personal Information as the School reasonably requires and the Student will ensure that such Personal Information is updated in the event of any changes

5.2 The Student permits the School to store records of the Student's Personal Information and to disclose this information to others as required by law

6. Administration of Courses

6.1 Failure to start the Course on its commencement date or to complete the Course without providing an acceptable explanation to the School will result in the expulsion of the Student from the Course and notification to the Immigration Authorities where relevant without a refund or transfer to another Course

6.2 If a Student wishes to change the time or date of classes, appropriate requests must be made to the reception staff on or before Wednesday 2 pm for the transfer to be effective from the following Monday. All changes are subject to availability and at the School's discretion and an administration fee might apply

6.3 The duration of the Course or the time allotted to complete the Course will not be extended by unauthorised absences, uncertified illnesses or the payment of additional fees. Any additional fee payments made will be treated as payments toward Tuition Fees for a new Course

6.4 The School will use its reasonable endeavors to accommodate the Student in relation to the location and timing of classes but reserves the right to change teachers, times and rooms and to combine classes for different Courses at its discretion

6.5 For Courses that have entry level requirements or for Courses in relation to which the Student has received a conditional offer, if it is found that the Student's written and spoken English does not meet the requirements of the Course, then the Student will be required to complete an additional language course and the cost of such course will be payable by the Student prior to the commencement of the additional course

6.6 Should the Student wish to transfer to another Course, this will be at the School's discretion and subject to payment of a Course Transfer Fee and the grant of permission by the Irish Immigration Authorities if applicable. This cost must be paid in full before the student will be given permission to change their programme.

7. Class Levels

7.1 All Students are required to take a test prior to commencement of their Course to determine the appropriate level of study on the Student's chosen Course

7.2 The School's decision as to the appropriate level of study for the Student is final and the Student acknowledges that:

7.2.1 no refund of Tuition Fees will be given if the Student is dissatisfied with the allocated level of study; and

7.2.2 while the School will use its reasonable endeavors to accommodate the Student in relation to study level, any change to the Student's study level will be at the School's absolute discretion

8. Refunds

Visa Refusal: On cancellation of a programme due to visa refusal, all fees will be refunded except for an administration fee detailed below follows:

General English, Business English, Examination English, Combination Courses, Summer Course: €100 Cancellation Fee

Professional Courses including Study & Travel: €200 Cancellation Fee

8.1 Subject to the provisions of this clause 8, the Student will be entitled to a refund of Tuition Fees if the Student is refused a Visa provided that:

- 8.1.1 no refund will be paid if refusal is due to the fact that the Student has not taken the required steps in applying for a Visa;
- 8.1.2 the original letter from the Irish Immigration Authorities indicating the refusal of a Visa is submitted to the School;
- 8.1.3 no refund will be available once the Course has commenced;
- 8.1.4 no refund will be paid if refusal is due to the fact that the Student has submitted fraudulent documents;
- 8.1.5 refunds may take up to 4 weeks to process once refund form and the letter referred to in clause 8.1.2 is received by the School;
- 8.1.6 refunds will be issued to the person who made the initial payment and, if a credit/debit card was used to make payment, the refund will be issued to that debit/credit card excluding credit card fees of 3%.
- 8.1.7 no refund will be issued if the Student withdraws the application for a Visa or is expelled from the Course or expelled from Ireland by an authorised authority or government department; and
- 8.1.8 No refund will be given if a Student is granted a Visa and then decides they do not want to study through the School. In this instance the School will inform the Irish Immigration Authorities that the Student has been accepted on and has not commenced a Course.
- 8.1.9 If a visa has been issued and the course is cancelled by the student, there are no refunds except in the following scenario: Where the visa has been formally cancelled and the embassy is notified that the participant will not travel. In this case a €100 administration fee applies, except in the case of our Study & Travel programme whereby an administration fee of €200 would be charged. See Item 15.4 for Examination refund.
- 8.1.10 If payment has been made through an Education Partner, then the refund will be issued via that Education Partner.
- 8.1.11 Excluding clause 8.1.4, if a EU applicant has a refusal, the following refund terms apply:
- Because of Oscars Documents:
Re- application is free. If the student decides not to re-apply, all fees will be refunded
 - Because of any other reason:
If Re-applying the Registration fee is chargeable. If NOT Re-Applying all fees minus €100 administration fee
- 8.1.12 Oscars International does not accept any responsibility in the case of visa refusals. In the instance of a refusal being related to Oscars International documentation we will refund all tuition fees or assist the student in applying again. However no additional compensation will be given
- 8.1.13 Should a student be refused entry to the state at the port of entry on arrival or by customs no refund will be due.
- 8.1.14 A minimum notice of 4 weeks must be given to Oscars International if a student wants to postpone a course, in which case a new start date must be provided. A fee of €80 is required for all course date changes.
- 8.1.15 See Item 12 for Accommodation refund

9. Cancellations

9.1 Excluding clauses 8.1.7, 8.1.8, 8.1.10, 8.1.11 and 8.1.12 the Student shall be entitled to cancel the Course at any time before the Course start date and the amount refunded will vary as follows according to how much notice of cancellation in advance of the start date the Student has given. All registration fees are fully payable on booking and are not refundable:

9.1.1 If the Student gives more than 3 weeks notice of cancellation, the Student will be refunded 100% of the Tuition Fees paid;

9.1.2 If the Student gives more than 2 weeks notice of cancellation, the Student will be refunded 75% of the Tuition Fees paid;

9.1.3 If the Student gives less than 2 weeks notice of cancellation, the Student will be refunded 50% of the Tuition Fees paid;

9.1.4 If the Student gives less than 24 hours notice of cancellation, the Student will not be entitled to receive any refund.

Payment must be made at least 2 months prior to course start date.

9.1.5 A minimum notice of 4 weeks must be given to Oscars International if a student wants to postpone a course, in which case a new start date must be provided. A fee of €80 is required for all course date changes. This is an exact repeat of 8.1.14

9.1.6 Cancellations must be done in writing. Cancellations made by phone will not be accepted.

10. Consumer Protection (Distance Selling) Regulations (2006)

10.1 Applications made online or over the phone may be cancelled within seven (7) days of the initial application (the cooling off period).

10.2 Where the student chooses to exercise this right to cancel (within the cooling off period), the School must be notified in writing. Cancellations made by phone will not be accepted. Students must preserve evidence of having given the cancellation notice (within the cooling off period). The deposit and any fees will be refunded in full, less an administrative charge (if applicable). The School must receive notice of cancellation within the 7 days cooling off period.

10.4 Students are liable for all bank charges and will be billed for such charges on their first day if applicable.

11. Holidays

11.1 Students may be entitled to take holidays depending on the administration of their chosen Course. Please see the information provided in connection with the relevant Course. Where holiday entitlement is restricted to pre-scheduled dates, Students will not be authorised to take holidays at any other times

11.2 Students may be required to use some of their holiday allowance during periods when the School closes for public holidays (including, but not limited to, over Christmas, Summer and the new year period) and there will be no reduction in Tuition Fees should the School close for public holidays or School training days.