



# Terms & Conditions 2020

## Ireland

Malvern House Ireland Ltd (Trading as Oscars International) whose registered office is at 33/34 Dame Street, Dublin 2, Ireland ("the School") considers these terms and conditions to set out the whole agreement between it and you ("the Student") in relation to the provision of the Course (as defined below).

References in these Terms and Conditions to the School include the School's Education partners, representatives and employees.

These Terms and Conditions will become binding on the Student and the School when the Student enrolls on a Course.

### Definitions

In these Terms and Conditions the following terms will have the following meanings:

"Accommodation" accommodation provided to the Student by or via the School for the duration of the Course or for part of the course

"Education Partner" a partner authorised by the School to market and sell Courses to Students

"Accommodation Booking fee" a non-refundable fee payable by the Student on booking Accommodation

"Irish Immigration Authorities" the authorised Irish agencies, departments or other bodies concerned with managing border control for Ireland and enforcing immigration regulations

"Course" a course of study provided by the School to the Student including a Package Course

"Course Transfer Fee" a fee payable to the School by the Student at a level determined by the School in connection with a transfer of the Student from one course to another at the Student's request

"Homestay" Accommodation in a private home in Dublin provided by a third party

"Select Accommodation" student residence, apartments or hotels booked through the School

"Enrolment Letter " a letter provided to the Student by the School indicating that the Student has enrolled on a Course

"GNIB letter" a letter provided by the School to NON-EU students registering with GNIB. This document is only provided once examination fees have been paid.

"One-to-One Tuition" private tuition from a teacher to the Student

"Package Course" a course of study consisting of a combination of two or more of the courses offered by the School

"Personal Information" the personal details of the Student including, but not limited to, an address, contact telephone number, emergency contact and email address

"Registration Fee" a fee payable by the Student to the School to cover the administration costs of enrolment

"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 be 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.

11.3 Students may be required to book their holidays in advance and cancellations may result in the Student incurring administration fees

11.4 The School has the right to insist that Students use their holiday entitlement at particular times and no refund of Tuition Fees will be available if the Student is not willing or able to take holidays at such times

11.5 Students attending the Study & Travel programme are not allowed to take any unscheduled breaks once they have commenced their course. Students are expected to complete their programme as outlined in their Letter of Enrolment and only under the following circumstances will an unscheduled break be considered:

- Documented death of a close family member
- Documented illness of a close family member
- Documented certificate from a doctor attesting to the medical requirement for an extended break from studies
- Inability to attend class for an extended period of time caused by documented mental or physical incapacity

All applications for unscheduled breaks must be made directly in writing to the Principal. Once all documentation has been submitted, a meeting (with translator if necessary) will be arranged between the applicant and the Principal.

In all cases, the decision of the Principal will be final and will not be open to appeal. Applications will only be considered where they do not contravene the requirements of the Department of Justice and Equality.

## **12. Accommodation**

12.1 The School will use its reasonable endeavors to provide the Student with Homestay or Residence at the Student's preference but the Student's first choice of Accommodation may not always be available. The cost of accommodation will be determined by the School from time to time

12.2 When booking Accommodation, the Student must:

12.2.1 book Accommodation for a minimum of one week;

12.2.2 pay the Accommodation Booking fee;

12.2.3 pay a €100 Credit Card deposit upon arrival in the case of selected Oscars International Accommodation and some Residence Accommodation

12.2.4 ensure that arrival and departure dates are given to the School.

12.3 In relation to Accommodation, the Student acknowledges that:

12.3.1 arrival and departure dates may only be changed by special arrangement and that changes may be subject to a surcharge;

12.3.2 arrivals for Residence must be on Sundays only;

12.3.3 once the Student has been admitted into Ireland, no refund of accommodation fees paid will be available; and

12.3.4 any request to change Accommodation after arrival will be dealt with at the School's discretion and subject to availability.

12.4 If the Student wishes to cancel or change any booked Accommodation, then the following fees will apply:

12.4.1 in relation to Homestay:

- 12.4.1.1 if the Student gives notice of cancellation or change more than 14 days before scheduled arrival the Arrangement Fee, if not already paid will be payable;
- 12.4.1.2 If the Student gives notice of cancellation or change 8-14 days before scheduled arrival, 1 week's Accommodation fees and the Arrangement Fee, if not already paid, are payable;
- 12.4.1.3 if the Student gives notice of cancellation or change 0-7 days before scheduled arrival or fails to arrive, 2 weeks' Accommodation fees and the Arrangement Fee, if not already paid, are payable
- 12.4.1.4 Once the Student has moved into Homestay, the Student cannot cancel or change that Homestay for at least 2 weeks from the date of moving in. After that, Homestay can be cancelled on 7 days' notice

12.4.2 in relation to Oscars International Select Accommodation:

- 12.4.2.1 if the Student gives notice of cancellation more than 14 days before scheduled arrival at a Oscars International Select residence the Arrangement Fee, if not already paid, is payable;
- 12.4.2.2 If the Student gives notice of cancellation 8-14 days before scheduled arrival, 1 week's Accommodation fees and the Arrangement Fee, if not already paid, are payable;
- 12.4.2.3 if the Student gives notice of cancellation 0-7 days before scheduled arrival or fails to arrive, 2 weeks' Accommodation fees and the Arrangement Fee, if not already paid, are payable

12.4.3 In relation to Residence Accommodation, individual providers' terms and condition may apply. Please see the School's website for details

12.5 The School has the right, where reasonable to remove the student from the Accommodation for unacceptable behavior. For the avoidance of doubt the School views unacceptable behavior as including but not limited to, causing damage to property, causing disturbance or nuisance, abusive or disrespectful conduct, failing to observe house rules

### **13. Airport Collections**

13.1 The School may be able to collect students from the airport. This service is subject to availability and to payment in advance of fees set from time to time by the School

13.2 The fee charged to the Student for collection from the airport will include waiting time of 1 hour and 30 minutes from the time of arrival that the Student has specified to the School. Any additional waiting time will be charged at the rate of €10 for every thirty minutes

13.3 In relation to airport collections, the Student is responsible for supplying full and correct information of travel requirements and for updating this information as and when necessary

13.4 No refund will be given if cancellation of an airport transfer is given to the School with less than 7 days notice.



## **14. Attendance and Time Keeping**

14.1 Students are obliged to attend all classes and to observe the timetables set in relation to their Course and the School will not be responsible if the Student misses any teaching time. The School will only issue documents indicating completion of the Course if attendance and performance has been satisfactory in the School's opinion.

14.2 Students must arrive at classes before the published start time and return promptly after any break. If a Student arrives more than 15 minutes late to a class then the Student will be excluded from class and no refund of Tuition Fees paid will be made as a result. If a Student is persistently late to classes, the Student may be excluded from the Course and no refund of Tuition Fees will be made as a result.

14.3 If a Student is absent from class:

14.3.1 if the absence is due to illness, a doctor's certificate must be provided;

14.3.2 if the Student is absent from class without a doctor's certificate we reserve the right to exclude them from the Course and may only be readmitted at the School's discretion;

14.3.3 if the Student has ongoing low attendance, and is studying on a Visa, the Irish Immigration Authorities will be informed in line with our published Attendance Policy

14.3.4 if, due to unauthorised absences, the Student is excluded from the Course, no refunds of Tuition Fees or extension of teaching time will be given

## **15. Examinations**

15.1 Students will ordinarily be entered for examinations at the Students request but the School reserves the right not to enter the Student for an examination if, in the School's opinion, the Student has not attained the required standard required by the School

15.2 The Student is responsible for paying all examination fees in advance of examinations and all examination fees paid are non-refundable

15.3 It is the student's responsibility to ensure that all email and other contact details are correct at the time of exam registration. The school will not be held responsible for information not received due to incorrect contact information.

15.4 No refund will be given if a student is unable to attend their registered end-of-course exam schedule or departs their course before the scheduled exam date (Study & Travel).

## **16. Use of Computers**

16.1 Use by Students of the School's computers will be subject to availability and at the School's discretion

16.2 The Student is prohibited for using the School's computers for unauthorised purposes including, but not limited to, accessing pornographic material or commercial activities

## **17. Conduct and Discipline**

17.1 The School has the right, where reasonable, to expel the Student from the Course for unacceptable behavior, poor performance or lack of attendance and no refund of Tuition Fees will be given if the Student is so expelled

17.2 For the avoidance of doubt, the School views unacceptable behavior as including, but not limited to, causing damage to property, causing disturbance or nuisance, abusive or disrespectful conduct, failing to observe fire and

safety rules and smoking other than in authorised areas and selling or consuming alcohol or illegal drugs on School premises

17.3 If the Student intentionally or negligently causes damage to School property, the Student will, without prejudice to the School's right to expel the Student, be expected to pay the full cost of repairing or replacing such property

## **18. Events outside the School's control**

18.1 The School will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations in relation to the Student's Course or Accommodation that is caused by events outside the School's reasonable control (Force Majeure Event)

18.2 A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond the School's reasonable control and includes, in particular (without limitation), the following:

18.2.1 strikes or labour disputes;

18.2.2 civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; or

18.2.3 fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; or

18.2.4 impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; or

18.2.5 impossibility of the use of public or private telecommunications networks.

18.3 The School's obligations in relation to the Student's Course or accommodation are suspended for the period that the Force Majeure Event continues, and the School will extend the time to perform these obligations for the duration of that period. The School will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which the School's obligations can be performed despite the Force Majeure Event

## **19. Liability**

19.1 The School shall not be liable to any Student for any loss or damage which arises out of or in connection with or as a consequence of the Student's use of the School's premises, including, but not being limited to, loss of profit, damage to or loss of property or items belonging to the Student and any personal injury to the passenger (but only so far as such injury is not caused by the School's negligence)

19.2 The School is not responsible for the safekeeping and delivery of any post, fax etc. sent to the Student at the School address or for the safekeeping of exam results or certificates

## **20. General**

20.1 Photographs of the students may be used in the School's promotional and publicity material unless the student specifically objects. Students will not be paid for the time involved in the taking of such photographs and will assign to the School any rights to royalties they may have. The School reserves the right to use all photographs in any way the School sees appropriate in promoting itself and the copyright to all photographs shall belong to the School. The Student gives authorization for the use of image, voice, performance, artwork or likeness, for instructional and/or educational purposes, publicity, marketing and promotion of the School.



20.2 If any court or competent authority decides that any of the provisions of these Terms and Conditions are invalid, unlawful or unenforceable to any extent, the terms will, to that extent only, be severed from the remaining terms and conditions which will continue to be valid to the fullest extent permitted by law

20.3 If the School fails, at any time while these Terms and Conditions are in force, to insist that the Student performs any of the Student's obligations under these terms and conditions, or if the School does not exercise any of its rights or remedies under these terms and conditions, that will not mean that the School has waived such rights or remedies and will not mean that the Student does not have to comply with those obligations. If the School does waive a default by a Student, that will not mean that the School will automatically waive any subsequent default by the Student. No waiver by the School of any of these Terms and Conditions shall be effective unless the School expressly say that it is a waiver and tells the Student so in writing

20.4 A person who is not a party to these Terms and Conditions shall not have any rights.

20.5 These Terms and Conditions shall be governed by Irish law and the School and the Student agree to the non-exclusive jurisdiction of the Irish courts.