

# Terms & Conditions 2020

English in Cyprus (trading under Epicalter Holdings Ltd) is committed to providing you with simple, clear and understandable Terms and Conditions. Please read them carefully and should you have any questions, please contact us by e-mail or telephone. The terms detailed below form the basis of an agreement between you [the student] and English in Cyprus [the school].

The agents and representatives are only those companies or individuals who have been authorised to act as agents or representatives by English in Cyprus.

## Course Bookings

1. It is students responsibility to book their course far enough in advance to enable visa requirements (if necessary) to be met. No refunds will be made should these requirements not be met in time.
2. If the start date is changed and a visa is then refused, the original start date booked will stand.
3. Failure to start the course on the commencement date or to complete the course will result in removal of the student from the class register without a refund or transfer to another class.
4. No course extension will be made for unauthorised absences or uncertified illness.
5. English in Cyprus reserves the right to change teachers, times, rooms and combine classes if necessary.

## Terms of Contract for One-to-One Tuition

1. English in Cyprus reserves the right to appoint and rotate teachers.
2. Tuition time/date may be changed with 1 week notice and subject to availability of teaching staff / teaching rooms.
3. Punctual arrival is the student's responsibility. English in Cyprus will not extend the teaching time due to late arrival.

## Attendance and Time Keeping

1. All English in Cyprus students are expected to attend all their classes. Any absence should normally be only for illness or authorised holiday.
2. It is the responsibility of the student to inform English in Cyprus of illness or other reasons for absence.
3. Students are encouraged to keep good time. Late arrival at the start of the class or return from breaks is disruptive to the class as a whole.
4. No extension or refunds will be given for exclusion from the class due to late arrival.
5. English in Cyprus will issue a school leaving certificate only if satisfactory attendance has been maintained (except under exceptional circumstances)
6. If students miss 3 consecutive days of school, they are removed from class and considered suspended. Upon return, students may be put back into class depending on the circumstances.
  - a. Students with less than 80% attendance do not get a certificate
  - b. Students missing for 10 or more consecutive days are given a 'no show' report and reported to authorities (depending on whether or not a visa is required)
  - c. All students under the age of 18 who are absent are contacted every day as are their agents in order to be informed of their absence.

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7. Holidays - students are entitled to take holiday breaks as follows if the duration of their course is over 11 weeks, as long as English in Cyprus is given adequate notice.
  - a. Up to 2 weeks holiday for courses between 12 and 23 weeks
  - b. Up to 4 weeks holiday for courses between 24 and 35 weeks
  - c. Up to 6 weeks holiday for courses over 35 weeks

## Class Level

1. All new students are required to take a Placement Test or Tests.
2. The result of the test(s) will place a student in the appropriate level for their chosen course. Children will be placed in classes according to test result and their age.
3. Should a student be found to be at a lower level, English in Cyprus reserves the right to place the student in a class of a suitable level until the appropriate language level is reached. If the student chooses to leave as a consequence, no refund of fees will be made. The student may discuss this matter with the Academic Director whose decision will be final.
4. Students may change their study level if this is agreed by their teacher and the Operations Director, and if English in Cyprus' procedures for class changes are followed.

## Examinations

1. English in Cyprus normally enters students for an examination at their request. The student is responsible for ensuring that examination entries and fees are paid on the dates due.
2. Entry to examination classes is subject to passing an entry test. Students who do not pass this test will be placed in another suitable class until the appropriate language level is reached.
3. English in Cyprus reserves the right not to enter a student for an examination.

## Enrolment & Tuition Fees

1. The school will advise the student on all courses, fees and other matters based on the information supplied to English in Cyprus by the student.
2. For individual bookings and group bookings payment must be received at least a month prior to the beginning of the programme.
3. A one off, non-refundable registration fee of €50 to cover membership and other enrolment administration charges is payable at the time of enrolment (for year round school)
4. Accommodation Fees include transportation to the school from the advertised Accommodation.
5. Tuition fees do not include Accommodation (for terms of payment for accommodation refer to the "Accommodation" section), stationary, external examination fees, text books, photocopies and all bank charges on international money transfers and credit card charges.
6. Many of the course related costs you are likely to incur are included in your course and (if applicable) the accommodation fees. However, additional charges you may incur could include any bank charges for money transfer to the school, social events, fax facilities, additional photocopies, and additional course books.
7. A €40 book deposit fee is collected on arrival (for year round school)

## Student Records

1. English in Cyprus has the right to keep your records on its computerised systems. Should your circumstances change it is your responsibility to keep us informed of all changes, in particular of:
  - a. Change of address in Cyprus as well as your home country.
  - b. Changes to emergency telephone numbers and contact names.
  - c. Change of e-mail address.

## Accommodation

1. All accommodation fees must be paid in full 4 weeks prior to arrival, directly to English in Cyprus not to the Hotel or Residence.
2. All accommodation arrival and departures on Sundays. Arrival and departure dates may be changed in advance by special arrangement, subject to availability. Please ask for details about the surcharge to be applied.
3. The school reserves the right to modify pre-arranged allocations of student accommodation according to circumstances.
4. Accommodation fees are non-refundable if the student arrives late or leaves early without sufficient notice. Please see our cancellation policy below.
5. Requests to change accommodation after arrival are at the discretion of English in Cyprus and subject to availability at the time of the request.

## Airport Transfer Bookings

1. The airport pickup service can be booked for transfers to accommodation arranged by English in Cyprus or to an accommodation address arranged privately by the individual.
2. Students/agents are responsible for supplying full and correct flight information and for updating this information as and when necessary. It must be done either in writing or by contacting English in Cyprus via emergency phone number in cases of late or early arrivals/departures. If not informed English in Cyprus is not responsible for any charges due to change of flight details.
3. Private accommodation addresses must be provided in advance of the arrival date.
4. Airport pickup fees must be paid in advance directly to English in Cyprus, not to the Driver.
5. The service includes a maximum of 2 hours waiting time from the time of arrival provided to English in Cyprus. Additional waiting time is charged at €15 per half hour.
6. Pickup service arrangements may be changed, subject to sufficient advanced notice.

## Payment

1. Please place your student number and student name as a reference in bank transfer.
2. Please send us a copy of the payment proof to the e-mail: [bookings@englishincyprus.com](mailto:bookings@englishincyprus.com) as this will help us identify the payment when it arrives at our bank account.
3. Credit card payments are subjects to 1,5 % surcharge

## Refunds

1. With the exception of payments through Agents, regardless of who paid for the course, refunds will only be given in the name of the student and will be by bank transfer only. Any bank charges are payable by the student or Agent.
2. Refunds may take up to 3 weeks from the date that all the original documentation required by English in Cyprus is received.
3. If payment has been made through an Agent the refund will be given via that Agent.
4. No refund can be made for examination fees.

## Course Cancellations

1. Refund is based on the total course fee and the original course start date.
2. The registration fee is non-refundable.
3. Refund schedule for reasons not related to visa/leave to enter the Republic of Cyprus.
  - a. *Cancellation Notice Period before start of course refund percentage*
    - i. More than 4 weeks before course starts - 100 %
    - ii. 2-4 weeks before course starts - 70 %
    - iii. Less than 2 weeks before course starts - 50%
    - iv. After course has commenced - 0%
  - b. *Refunds due to Visa Refusals*
    - i. A full refund will be given in case of visa refusal, provided that we are presented with the original of the letter of refusal from the Cyprus Immigration Authorities and payment receipt.
    - ii. Refunds may take up to 3 weeks to process
    - iii. No refunds will be given if the visa application is withdrawn by the student (in this case normal cancellation rules will apply) or if the student is asked to leave the country by immigration authorities.
  - c. *Accommodation Cancellation Fees:*
    - i. More than 14 days before arrival - €0
    - ii. 0-14 days before arrival - 4 days accommodation fees
    - iii. No-show - full accommodation fees

## Complaints and problems

1. In case of emergencies, students/agents should phone the school representative on our 24-hour helpline +357 96 629426.
2. Any complaint should be brought to the attention of the school and registered in writing during the course of the student's stay in Cyprus. English in Cyprus cannot be held liable for any complaints sent to the school after the student's departure.

## Holidays

3. English in Cyprus is closed for all national public holidays, at weekends and a yearly annual shutdown for Christmas (dates will be specified on booking confirmations). Lessons missed during these dates will not be replaced.

## Conduct and Discipline

1. In cases of proven criminal offence or flagrant misconduct, English in Cyprus reserves the right to expel any student. In these circumstances, no refund will be given.
2. Students are expected to behave in an orderly manner and any wilful damage to English in Cyprus property or personnel will be treated as gross misconduct. In the case of such misconduct the student will be held personally responsible for rectifying any damage caused.
3. Students will also be expected to behave respectfully towards other students and neighbours of English in Cyprus. Extreme cases may result in expulsion.
4. Students are expected to observe fire and safety rules displayed at English in Cyprus. Failure to comply with such rules may lead to expulsion from English in Cyprus.
5. Smoking is not permitted inside the school buildings. Students smoking outside the buildings must take care not to disturb neighbours or pedestrians.

## Photography and Filming

1. Photographs and video of the students may be used in English in Cyprus 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 video and will assign to English in Cyprus any rights to royalties they may have. English in Cyprus reserves the right to use all photographs in any way English in Cyprus sees appropriate in promoting itself and the copyright to all photographs shall belong to English in Cyprus.
2. It is the policy of English in Cyprus not to disclose personal details of any student to a third party (other than the appropriate authorities) without prior written authority of students.

## Miscellaneous

1. English in Cyprus reserves the right, by giving notice to clients at any time before the start date, to increase the price of the additional services such as optional excursions being provided to reflect any increases in cost to English in Cyprus, which is due to factors beyond English in Cyprus control.
2. A basic stipulation of the agreement/contract between students and English in Cyprus, or its representatives, is that neither English in Cyprus or its representatives are liable for refunds or damages, however arising, in cases where English in Cyprus is unable to fulfil any services to which they are contractually bound because of labour disputes, insufficient demand for classes or other reasons which are beyond their control.
3. Prices of courses, accommodation facilities and all other services listed in the price list are subject to change without notice. However, your price is guaranteed once you receive a booking confirmation from English in Cyprus.
4. English in Cyprus, its employees and its representatives accept no responsibility for personal injury in English in Cyprus premises as a result of fire, accidental failure of equipment, weather conditions or otherwise. This clause also applies to public and private places included in English in Cyprus trips and excursions.

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5. Students are responsible for having medical insurance upon arrival. English in Cyprus is not liable for the cost of medical appointments. If ignored it may impose serious health risks followed by high-priced treatments.
6. English in Cyprus cannot be held liable if student's personal belongings are damaged or stolen due to negligence during their time at English in Cyprus premises. It is recommended to have valuable belongings insured. Each student must take personal responsibility and attention by keeping close personal belongings and to refrain from bringing valuables to the premises.
7. English in Cyprus is not responsible for the safekeeping and delivery of any post, fax etc. sent to students at the English in Cyprus address or for the safekeeping of exam results or certificates.
8. The decisions of the Directors will be final and binding in all cases and for all students and/or their agents/representatives. While our facilities do cater for disabled clients, we may not be able to provide the full programme offered due to the nature of some of the activities and excursions

### Summer Camp terms and conditions

1. All summer camp students are required to pay a €60 damage deposit to the summer camp centre manager upon arrival. If no damage to the hotel or any equipment belonging to English in Cyprus is incurred, the damage deposit will be returned in full.
2. Summer camp students are required to provide details of their parent or guardian in order to be contacted in the event of an emergency
3. All Summer Camp students are expected to read and adhere to Summer Camp Rules which will be presented to students on the first day and displayed on the notice board. Summer Camp general discipline procedure is as follows:
  - a. After 2 warnings student's parents and agent will be informed
  - b. After 3 warnings the student will be sent home from the program with no refund.

### Summer camp Group Bookings Terms and Conditions:

1. Non-refundable deposit of 20% to be paid by 31<sup>st</sup> March 2020 with the balance to paid 42 days before group arrival.
2. Following receipt of the required deposit agents will receive a written confirmation of their allocation. On receipt of the full funds and group enrolment form agents will receive written confirmation of their booking.
3. All final numbers for the group must be received 4 weeks before start date.
4. Quote is based on the minimum number of students. This offer is subject to change if the final number of participants is less than originally quoted for or if service requests change
5. If the group number drops within one week of start date no refund will be available
6. If the group number changes within 3 days of start date full tuition and accommodation fee will be charged
7. If some students arrive late due to external factors such as problems at immigration etc. then each case will be reviewed on an individual basis. If the reasons for these delays are unacceptable in the view of English in Cyprus, then we reserve the right to review the aforementioned charges accordingly
8. The company reserves the right to change details of its services, including courses, facilities and accommodation where circumstances beyond the companies control necessitates