



## STAFFORD HOUSE STUDY HOLIDAYS / STAFFORD HOUSE SUMMER TERMS AND CONDITIONS 2018

Stafford House Study Holidays Limited is registered in England and Wales (registration no. 02404309) with a registered office at Cambridge Education Group, Kett House, Station Road, Cambridge CB1 2JH. We are also known as Stafford House Summer. By paying either a deposit or full fees you have read, understood and agree to the following terms and conditions. All terms and conditions are applicable to direct students *and* bookings via agents, unless variations are expressly agreed between the agent and Stafford House.

### TERMINOLOGY:

Bookings = Provisional or Confirmed Bookings (also called “options”, “allocations” or “reservations”)

Client = Agent or other client sending Bookings to Stafford House, including Direct Bookings

Stafford House = Stafford House Study Holidays, Stafford House Summer, Stafford House International

### 1. BOOKING

Stafford House holds bookings for a client subject to receipt of payment(s) to Stafford House Accounts Department or our bankers by latest due dates as stated on invoice(s). If the specified payments are not received in full and on time, bookings will be immediately released, unless extension(s) or alterations(s) to due dates are agreed in writing by Stafford House Head Office.

Please note that partial payments of amounts due, or payments which fall short of the full amount stated, will not be sufficient to retain bookings. Please note that notification(s) of payment(s) will not be sufficient to retain bookings, unless an extension has been agreed by Stafford House. Failure of a client to secure a specific booking by appropriate payment, or alternatively to make clear cancellation, may result in the release of all other bookings held by Stafford House for that client.

If credit facilities have been specifically agreed in writing between Stafford House and a client, such payments and dates as have been specifically agreed will apply, notwithstanding any different due dates stated on the invoice. However, if such agreement is not met by a client and sufficient payments are not received by the required dates, credit facilities for that client will be automatically suspended. All bookings then become subject to immediate release and may only be re-instated (in part or in full) at the discretion of Stafford House after full payment of outstanding account(s) has been received, subject to the availability of places at the time of re-instatement.

In cases where any students are already attending a Stafford House course or immediately arriving to attend one, and there are any overdue invoices relating to those students or any other overdue invoices relating to their agents, Stafford House may, at its discretion, refuse or discontinue some/all services to those students without notice.

### 2. AGES

The minimum age and maximum age for each centre and each course is specified in our brochures, price list and website. They vary by centre and by course, however the maximum age on Stafford House junior courses is usually 17 years. These Terms & Conditions apply to Stafford House junior courses.

### 3. VISAS

Students are responsible for fully complying with all requirements of the Immigration Authorities both before and during their stay in their chosen country of study. If they fail to comply with these requirements

and are expelled from the country of study, they will not be entitled to any refund of fees. Stafford House reserves the right to refuse an application if we do not think there is a full intention to comply with any of the Immigration Authority regulations.

Students should contact their local embassy, consulate or High Commission to ensure they are allowed to enter and study in their chosen country. Stafford House will endeavour to support students at all times, but cannot be held responsible for decisions taken by embassies or Immigration Police regarding entry visas or extensions, or regarding changes made to regulations.

Should the student's arrival date be postponed due to a delayed visa application, Stafford House cannot necessarily guarantee the original course/centre/accommodation building, and we reserve the right to offer an alternative course/centre/accommodation building if necessary. We also reserve the right to charge additional accommodation fees if less than 1 week's notice is provided.

If a student's visa application is refused, an original copy of the visa refusal letter must be provided to Stafford House Head Office. Fees will not be refunded if the visa is refused through the fault of the student, parents or agent (e.g. insufficient documentation or insufficient proof of funds). Fees will be refunded to the fee payer if the visa was refused through the fault of Stafford House.

If you reapply for a visa after being refused, you will not have to pay the deposit/registration fee to Stafford House again, but you will incur any registration fees or visa documentation related fees (CAS, I-20).

We will not refund any fees paid if students withdraw their application after a visa has been issued.

#### **4. PAYMENTS**

A non-refundable deposit of 10% of the total fee will secure the booking; this is payable at the time of booking or at least 4 months before arrival. For summer bookings, this should be paid by 1st March 2018. A further installment payment of 20% is due by the 1st May 2018. The final balance of the total fees is payable at least one month before arrival.

If a group books less than 1 month before their course start date, full fees will be due immediately.

Different payment terms are applicable to our centres at LSE Bankside (London) and Yale University (New Haven), please enquire for details.

#### **5. CANCELLATIONS AND REFUNDS**

Written notification of cancellation must be submitted in order to provide refunds.

Any deposits and instalments paid are normally non-refundable in case of any cancellation by the client.

A deposit for a group is a firm deposit per place and not a sum on account of the final invoice, i.e. if 30 places are booked via a 10% deposit and only 20 students confirm, 10 deposits are lost.

An instalment payment for a group, however, is considered a part-payment of the final balance due, which will be adjusted to represent the actual number of places finally taken up, less any cancellation charges.

Cancellation charges are as follows:

- More than 30 days before commencement: 10%
- Between 30 days and 15 days before commencement: 30%
- Between 14 days and 7 days before commencement: 50%
- Less than 7 days before commencement: 100%

Separate cancellation charges are applicable to centres in the USA and Canada:

- Between 90 days and 60 days before commencement: 25%
- Between 59 days and 30 days before commencement: 50%
- Less than 30 days before commencement: 100%

Different cancellation charges are applicable to our centres at LSE Bankside (London) and Yale University (New Haven), please enquire for details.

If a replacement is found for a cancelling student (i.e. for the same dates and services) no cancellation charges will be made, but an amendment charge may be levied.

Cancellation charges will not be waived in case of illness, accident, bereavement, etc. It is the client's responsibility to ensure that students and group leaders have adequate insurance regarding cancellation or curtailment.

Cancellation charges apply not only for cancellation of the whole of the services booked, but also regarding cancellation of part of the services booked (e.g. any supplementary excursions) or of cancellation of part of the time period booked (e.g. a reduction in the number of nights). There are no refunds appertaining to any services which are cancelled or not taken up *during* the programme (i.e. after arrival) e.g. in cases of late arrival, early departure, illness, accident, absence or change of mind. The full invoice charge applies, even in cases where the invoice remains to be settled.

No refund is applicable in case of expulsion or suspension of a student from a programme for irregular, anti-social or disruptive behaviour.

## **6. AMENDMENTS TO BOOKINGS**

Any changes to bookings are subject to availability. Any additional fees that are incurred due to a change must be paid for in advance of arrival or in advance of the change being implemented.

If a client changes (or wishes to change) the services requested or the dates of arrival/departure, they should notify Stafford House Head Office as soon as possible, at least 1 month in advance, and we will endeavour to implement the requested changes if it is possible. Any additional fees that are incurred due to a change must be paid for in advance of arrival or in advance of the change being implemented.

If a client changes (or wishes to change) the services requested or the dates of arrival/departure and notifies Stafford House less than 1 month in advance, Stafford House will not be obliged to service these changes. If we are able to make these changes, an amendment charge may be levied. Any additional fees that are incurred due to a change must be paid for in advance of arrival or in advance of the change being implemented.

Prices as invoiced represent a contract of booking and will not be altered by Stafford House except in case of extraordinary circumstances beyond our control e.g. act of government, excessive currency fluctuations, etc. However, Stafford House may alter its prices (i.e. its general tariffs or the prices in its agency agreements) at any time without notice before any booking has been invoiced.

Stafford House reserves the right to amend or cancel a course, programme or accommodation option in rare cases where the bookings received do not reach the number required to viably operate it. Stafford House will inform the client of such amendments or cancellations as soon as possible, usually at least two weeks before the course is due to commence. Stafford House will endeavour to provide an alternative option of a similar value and standard, e.g. a similar course to the one booked, or similar accommodation to that booked. However they may be situated in a different location or city.

Any timetables, schedules or lists of student activities (e.g. sports, excursions) published by Stafford House are subject to change at any time, providing that they are substituted by activities of equal value, and that the overall 'package of services' is in substance fulfilled.

Some teaching facilities and living accommodation provided by Stafford House may include access to communal or other facilities e.g. swimming pools, tennis courts, and it is always possible that such facilities may be withdrawn from service during the whole or part of the client's stay e.g. for maintenance.

Any accommodation or services booked for a client are reserved exclusively for the client's named customers (students and group leaders). No other or additional persons may use these accommodation or services without written permission from Stafford House Head Office, in which case extra charges may be levied.

## **7. GROUP LEADER'S RESPONSIBILITIES**

Group Leaders (GLs) that accompany students must have at least an Intermediate (B1) level of English to allow them to fully understand and participate in school life, and to enable them to support and ensure the safety of their students, who may not have such a high level of understanding. GLs are essential to the success of any summer school and their full commitment and participation is essential and very much appreciated by Stafford House.

We provide all GLs with a comprehensive Induction which outlines their roles and responsibilities, as well as a Handbook which is available to them both prior to and during their stay. Making sure that each GL reads and understands the contents of this Handbook before they arrive at the centre will ensure that they are fully prepared for their role and will arrive ready to ask questions about any concerns that they may have.

Our continued commitment to student safeguarding means that we require all Group Leaders to have a Certificate of Good Conduct from their country of residence, the details of which are to be sent to our reservations department prior to their arrival. GLs will also need to read and sign a declaration to confirm their "Suitability to Work with Young People". Failure to complete either of these checks, which are legal requirements, will result in the GL being unable to remain on site.

While Stafford House will do all we can to ensure the safety and well-being of your students, we ask GLs to help us by taking responsibility for their students at the following times: ☀ Morning—wake up students and get them ready for class 🕒 Meal times 🕒 Students' free time —during Free Time sessions, Stafford House staff will supervise common areas but GLs will be required to supervise their own students 🌙 At night—all students must return to their own rooms after evening activities, and GLs will be required to ensure that their students go to their bedrooms promptly 🕒 We expect Group Leaders to assist our staff in the supervision of all student activities and excursions, not only for students' safety, but also to encourage them to participate and have fun.

Group Leaders will have some free time to explore the local area while their students are in lessons, unless of course there is a meeting or unwell students.

Full details of all GL responsibilities, and helpful information regarding their stay, can be found in the Group Leader Handbook.

## 8. CLASSES

On the student's first day, they must sit our placement test so that we can assess the standard of their English language skills. The results of this test will determine the appropriate level of study.

If a student does not have the minimum level of English required to study on a specific course, we reserve the right to move the student to a course that is appropriate for their level. Our decision to move the student to a different course will be entirely at our own discretion, and will be final. The student will not be entitled to any refund in fees if we require them to attend a different course from the original course they chose.

The number of students in any class depends on the course and the time of year, but will not usually be more than 16.

Classes will take place either at our premises, or at alternative premises which will be of a similar standard to our own premises.

## 9. COMPLAINTS

In the unlikely event that a client or student wishes to complain about any aspect of the services provided by Stafford House, the complaint should be made in the first instance to the Stafford House Principal or Centre Director onsite. In the event that the matter is not resolved, the client should make an immediate complaint in writing to Stafford House Head Office. The complaint (to Head Office) must be received within one month of the client's departure from their country of study, but the initial complaint must be made to the Stafford House Principal or Centre Director onsite during the client's stay at our centre, at the earliest opportunity.

In order for Stafford House to investigate a complaint, all invoices relating to the client (not just those relating to the student in question) must have been settled in full.

## 10. BEHAVIOUR

A reasonable standard of conduct is expected on all Stafford House courses and programmes, including good attendance and behaviour. A student may be suspended or expelled without refund in case of irregular, anti-social or disruptive behaviour. Any damages caused by a student or group leader must be paid for in full immediately. If they are not paid for, they will be invoiced to the client and payment will be due immediately.

At most Stafford House centres, a deposit will be collected from each student on arrival and will be refunded on the day of departure providing no damage has been caused.

We will not accept: poor attendance; bullying; disrespect to members of staff or other students; foul, inappropriate or abusive language; violence, intimidating or insulting behaviour; any form of discrimination (including discrimination based on race, gender, religious beliefs or sexuality); or any other act or behaviour that may bring Stafford House into disrepute or cause any harm or suffering to staff, other students or members of the public.

If the student fails to meet Stafford House's behaviour requirements and/or follow school rules, we may expel them from the centre. We may also take any further action that we think is appropriate including informing Police, the appropriate Immigration Authorities and/or their parent(s) or guardian(s). In the event of expulsion due to inappropriate conduct, there will be no refund of unused fees, and repatriation will be at the student's own expense.

Students must use our computers and internet access in accordance with our instructions and applicable codes of conduct. Students must not use our computers or internet access for any illegal or unauthorised purposes (including accessing pornographic, obscene or illegal material) or for any commercial purposes.

## **11. ACCOMMODATION**

Clients must advise Stafford House Head Office of their specific arrival and departure dates and times at least 1 month before arrival. Accommodation details will be issued to the client after receipt of full fees.

Our course prices are weekly, and one week equals 7 nights. If a client wishes to stay extra night(s), they should notify Stafford House as soon as possible, at least 1 month in advance, and we will agree to the extra nights if it is possible. There will be a fee for each extra night which must be paid for in advance of arrival.

Whilst Stafford House always endeavours to provide the type of accommodation requested by the client (e.g. homestay or residential), there may be times when a certain type of accommodation may not be available. In these instances, Stafford House will inform the client as soon as possible, usually at least two weeks before the course is due to commence, and will offer an alternative type of accommodation (e.g. homestay or residential). Stafford House is not obligated to guarantee a particular accommodation type at any time.

There is no obligation for a host family to spend a specific amount of time with the student.

available. In these instances, Stafford House will inform the client as soon as possible, usually at least two weeks before the course is due to commence, and will offer an alternative type of accommodation (e.g. homestay or residential). Stafford House is not obligated to guarantee a particular accommodation type at any time.

There is no obligation for a host family to spend a specific amount of time with the student.

## **12. TRANSFERS**

Stafford House can arrange transfers to/from the centre to/from the airports and locations listed in its Price List, which also lists the transfer fees. Clients must advise Stafford House Head Office of their specific arrival and departure flight details at least 1 month before arrival, including arrival airport, flight arrival time, flight number, airline and point of origin. They must let us know as soon as possible if any of this information changes. If clients give us this information less than 1 month before arrival, we may not be able to arrange the transfer, although we will do our best to do so.

Transfers will only be booked upon receipt of full payment and therefore payment must be made at least 1 in advance of arrival. If incorrect or incomplete flight information is provided, and consequently we are not able to send the transfer vehicle to the airport, we will not refund the transfer fee. If incorrect or incomplete flight information is provided, and the transfer vehicle is sent to the airport but does not pick up the group/student due to some of the flight information being incorrect (e.g. date/time/airport), we will not refund the transfer fee.

### 13. PHOTOGRAPHY

Stafford House may take photographs and films/videos of students and group leaders for promotional and marketing purposes. If students do not wish to be photographed or filmed, the client must inform Stafford House Head Office in writing in advance of arrival.

### 14. FORCE MAJEUR

Stafford House is not responsible for any events outside our reasonable control which may cause the closure of part or all of the centre or the cancellation of any classes, courses, activities or any other services we provide. Events outside our reasonable control may include, but are not limited to: war, riot, civil strife, industrial dispute, terrorist activity or threat, disaster, flood, storm or other extreme weather conditions, plague or infectious disease.

Stafford House reserves the right to change details of its services, including classes, courses, excursions, facilities, accommodation details and course dates without notice, where circumstances beyond its control necessitate such changes.

### 15. LIABILITY

Stafford House will not be held liable for loss, damage or injury to persons or property while attending our courses. The student is solely responsible for the safety of any personal property that they bring to their chosen country of study, including any post sent to them at the centre and any certificates or paperwork.

Any damages caused by a student or group leader must be paid for in full immediately. If they are not paid for, they will be invoiced to the client and payment will be due immediately.

### 16. INSURANCE

It is the client's responsibility to ensure that students and group leaders have adequate insurance for their entire stay, including travelling to/from their chosen country of study, full medical insurance, cancellation and curtailment insurance.

### 17. DATA PROTECTION

References in this clause to the GDPR are to the General Data Protection Regulation.

In order to deliver education and protect welfare, Stafford House will collect and process personal data, including special category personal data (as defined in the GDPR) that relates to the student and their circumstances.

Full details of the personal data collected and processed by Stafford House, the purposes for which it is collected and the legal basis for doing so are all contained in the Cambridge Education Group Privacy Policy which can be accessed via this [link](#).

On the first day of the student's course, they must give their passport or National ID Card to the Stafford House Principal or Centre Director on-site, who will photocopy it and return the original to them.

Stafford House will comply at all times with our obligations under the GDPR in relation to the student's personal data.