

# **Terms & Conditions**

StudyChoice UK Educational Programmes

#### 1. Definitions

StudyChoice means StudyChoice Ltd, UK. "Applicant" or "Student" means the person to whom this agreement relates. "Parents" means the Parents or guardians of the Student. "School" or "College "means an educational institution into which the Student is enrolled or visiting as part of the Programme. "Host Family" means a host family with whom the Student is provided with accommodation during the Programme. "The Programme" means the package of services offered to the Student by StudyChoice and accepted by the Student/Parents.

## 2. Programmes

- 2.1 StudyChoice offers a range of educational and cultural Programmes as per the current Programme descriptions and price lists.
- 2.2 StudyChoice will deliver the Programmes as per the individual Programme description, and will support each student throughout their programme.
- 2.3 Support includes 24-hour emergency service as well as regular contact throughout the programme.

#### 3. Participant requirements

Any Applicant must meet the criteria for participation as per the entry requirements for the Programme applied for listed in the individual Programme description. In case of doubt as to whether an Applicant may be suitable for a particular Programme it is advisable to contact StudyChoice prior to applying.

#### 4. Application

- 4.1 Any Applicant must provide an extensive, accurate and complete application. The application must be written in English and must demonstrate that the Applicant meets the criteria for participation in the Programme. An Applicant must be physically, mentally and emotionally capable of a prolonged stay in a different country away from their family and friends.
- 4.2 The application form must be fully completed and signed before being processed. All applications must include a recent passport sized portrait photo. The agreement in the application form is governed under British law, and must be read and signed. The application must include all relevant documentation, including medical information and academic history (with appropriate translations).
- 4.3 If a Student arrives with an inadequate level of English in conflict with the information given in the application, StudyChoice will determine whether the Programme can be delivered, potentially with the additional expense to extra language tuition.
- 4.4 Should a Student be found to have given false, incomplete or misleading information in their application, or be found to be unsuitable for the Programme after arrival, then the Student may be dismissed from the Programme. In the event of dismissal from the Programme the Student must return to their home country immediately, and no refund of Programme fees will be given.
- 4.5 Application deadlines may apply, and will vary for individual Schools and Programmes. StudyChoice reserves the right to refuse acceptance of any application received after a published deadline. StudyChoice reserves the right to change an application deadline or limit the number of places available if deemed necessary. StudyChoice cannot take any responsibility for an application to a specific School or Programme being refused due to a failure to meet an application deadline or shortage of available places.

## 5. Acceptance

- 5.1 StudyChoice will provide written confirmation of whether an Applicant has been accepted to the Programme applied for. After acceptance from StudyChoice, cancellation terms detailed in this document apply.
- 5.2 An application is not considered accepted until StudyChoice has received the full application and confirmed that the Student has been accepted to the Programme.

## 6. Placement

Once an Applicant has been accepted onto a Programme StudyChoice will work on the placement as per the Programme description. Information about the placement will be provided to the Student ahead of the Programme start date.

# 7. Programme guidelines and policies



- 7.1 Student and Parents are required make themselves familiar with the information provided by StudyChoice, which, in addition to these terms and conditions depending on the Programme, may consist of Programme description, application agreement, pre-departure information, Student handbook and/or guidelines.
- 7.2 Current Programme descriptions, price lists, Programme guidelines, pre-departure information, Student handbook, leaflets, brochures and/or other guidelines applying to the selected Programme form a part of the agreement between StudyChoice and the Student.
- 7.3 StudyChoice reserves the right to make changes to individual Programmes and Programme content as and when deemed necessary prior to any agreement being signed.
- 7.4 Failure to comply with StudyChoice rules, guidelines and/or policies may result in the Student being dismissed from the Programme. Dismissal is at the sole discretion of StudyChoice, and StudyChoice reserves the right to dismiss any Student who does not follow the Programme rules and policies or fails to adhere to guidance from StudyChoice partners and/or representatives. If for any reason a School/College finds it necessary to dismiss the Student (due to e.g. poor behaviour, failure to maintain adequate academic standards or excessive absence) the Student will be dismissed from the Programme.
- 7.6 During the Programme the Student is subject to laws of the host country. In the case of breaking the law of the host country, serious infraction of the Programme rules or guidelines, extreme homesickness, or exceptionally poor adjustment to the host family or School/College, the Student may be dismissed from the Programme.
- 7.7 Students must abide by any rules regarding smoking set by the School/College and/or host family, as well as observing local laws regarding smoking and the purchase of cigarettes/tobacco and similar products. The same applies to alcohol, the intake of which is generally not accepted. The Student must refrain from any association with illegal substances (narcotics or similar), and any association with such substances will result in immediate dismissal from the Programme.
- 7.8 If dismissed from the Programme the Student and Parents undertake to ensure that the Student returns to their home country immediately and without delay. A dismissal from the Programme will not result in repayment of Programme fees, fully or partly. Refund of any School/College fees paid will be subject to the policy of the individual School/College.
- 7.9 If participating in a Programme that includes a place at an educational institution the Student must attend the School/College at all times, maintaining acceptable grades, and being punctual to all classes, and may not ask for time off School/College without prior permission from StudyChoice, which will only be granted in special circumstances. Absence from School/College is only acceptable in case of a genuine medical condition which prevents the Student from attending School/ College. If a medical condition requires more than 2 consecutive days of absence from School/College the Student may be required to consult a medical doctor.
- 7.10 The Student and Parents also agree to comply with all rules, regulations, terms and conditions of the School as well as all other reasonable requirements of the School/College and will, if applying to a private School or College and if required by the School, provide written acceptance of its rules, regulations, terms and conditions.
- 7.11 Inappropriate use of the internet may result in the Student being placed on probation or dismissed from the Programme. This includes (but is not limited to) visiting websites containing pornographic material or excessive violence, as well as viewing films/other media containing such content. Excessive use of the internet will result in limitations being placed on the Students' internet use, and may result in other sanctions, including probation. The Student must abide by any rules or limitations set by the host family governing use of the internet.
- 7.12 If participating in a Programme that involves staying with a host family, the Student is expected to adapt to the culture and lifestyle of the host family and host country, respecting the fact that there may be significant cultural, economic and lifestyle differences between the Student's home country and the host country. Students and their Parents must be aware of and respect these differences.
- 7.13 Under no circumstances may private arrangements be made with StudyChoice representatives or host families. Such an arrangement renders any agreement invalid at StudyChoice's discretion and may result in penalty charges.

## 8. Travel policy

- 8.1 The Programme participant is allowed to go home during the Programme during School holidays (as long as no School/College is missed) but must have the prior approval of StudyChoice. In the case of a visit home a travel release form must be completed prior to the trip. Travelling home without having completed the appropriate release form may result in dismissal from the Programme.
- 8.2 Visits from the natural Parents / other family and friends from the home country are discouraged and as a general rule not allowed during the Programme. Exceptions may be made in the final month of a Programme for Students who have had a successful Programme if it is judged that this will not have a negative effect on the remainder of the Programme. If Parents wish to do this then they must notify StudyChoice before making any travel arrangements. Consent regarding such visits will be given on a case by case basis, and the decision of StudyChoice is final. The guidelines for such visits (available on request) must be respected.
- 8.3 Parents may choose to collect the Student from the host family or Student residence at the end of the Programme, and travel in the host country before returning home with the Student. In this case the Student will be deemed to have left the Programme on the day their Parents collect them, and should remove all their possessions from their host family home/Student residence.
- 8.4 Independent travel is generally not permitted during the Programme, but consent may be given with parental permission, Students may only travel outside the local area on day trips preapproved by their local StudyChoice representative. Students under the age of 16 are not allowed to travel outside the local area. If a Student under 16 wishes to travel out of the local area, they must be accompanied by an appropriate adult, which in general terms means someone aged at least 21 or over. On a day trip they must return at an appropriate time set by a local StudyChoice representative.

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8.5 The local area is generally considered for these purposes to be the area where the Student would normally be on a day to day basis and can easily be reached using public transportation on a day trip. The local area is defined by StudyChoice.

8.6 Overnight trips outside the local area will only be permitted where they are properly organised and appropriately supervised by a StudyChoice representative or host family, or by a suitable body – e.g. a School/College, youth/sports club or similar. Participation in an overnight trip not organised by the host family, a StudyChoice representative or a suitable body requires consent from StudyChoice.

#### 9. Travel documents and insurance

- 9.1 Passport/travel documents: A Student must hold travel documents in the form of a passport or, if applicable, an ID card valid for at least 3 months after the end of the Programme. It is the Applicant's responsibility to ensure valid travel documents, and the Student/Parents will be responsible for any and all costs incurred if it becomes necessary to replace or renew a Student's travel documents while taking part in the Programme.
- 9.2 Visa: It is responsibility of the Applicant to obtain an appropriate visa, if required. StudyChoice will advise on application procedures where possible, and undertake to provide any necessary documentation for visa application in good time, but cannot be held liable should a Student be denied a visa, or should a visa not be issued in time for the start of the Programme.
- 9.3 Insurance: The Student must take out adequate insurance to cover medical assistance and personal liability while taking part in the Programme.
- 9.4 The Student must hold insurance covering medical repatriation to their home country. The Student must, in addition to this, take out full medical insurance, unless covered by a scheme that allows full access to and free use of the UK NHS facilities. The Student will be held liable for any damage they may cause, including to the property of their host family/accommodation or School.
- 9.5 The Student is advised to take out insurance covering their personal belongings. The Student's personal belongings will remain their personal responsibility throughout the Programme. Neither StudyChoice nor its' representatives, host family, School, College, Student Halls, boarding house, hostel or other accommodation during a tour can be held responsible for loss or damage.

## 10. Payment schedule

- 10.1 A registration fee is charged and due at the time of application. The registration fee is non-refundable expect in the event of the Applicant not being accepted to the Programme, in which case the registration will be refunded in full.
- 10.2 The Programme fee is due upon invoicing. Payments must be made in the currency they are invoiced. The Programme fee will be charged in British Pounds (GBP) unless otherwise agreed, and payment must include bank charges. Payments are to be made by bank transfer to the account advised by IS, details of which will be given on the invoice. In the event of short payment due to transaction charges, only the net amount will be credited to the Student's account.
- 10.3 Payment must be settled when due, and StudyChoice reserves the right to request full payment before confirming a placement and/or providing any documents required for a visa application.
- 10.4 StudyChoice will set up an expense account, into which a deposit of the amount detailed in the programme guidelines must be paid prior to the Student's arrival. The deposit will be refunded at the end of the Programme less any expenses taken. Expenses may include items such as, but not limited to, transfer of pocket money to the Student, items required for Programme participation such as School uniform, equipment, extra-curricular activities, fees or subscriptions, breakages not covered by insurance and similar.

# 11. School fees

- 11.1 Any tuition fees and/or other School fees must be paid through StudyChoice or to the School as directed by StudyChoice, and always in accordance with the payment terms/deadlines set by StudyChoice and/or the School. This does not apply where School fees are included in the Programme price.
- 11.2 If applying for a private School or College, the School/College will usually charge a non-refundable registration fee in addition to the non-refundable StudyChoice registration fee, and payment of such a registration fee to a School does not necessarily guarantee an offer of a place. Private Schools will usually require full or partial payment of fees before providing any documents required for visa application.

# 12. Cancellations and refunds

## 12.1 Cancellation fees

- a) In case of cancellation more than 8 weeks before Programme start, StudyChoice will charge a cancellation fee of 5% of the Programme price.
- b) If cancelling between 8 and 2 weeks before Programme start, the cancellation fee is 10% of the Programme price.
- c) If cancelling 2 weeks or less before Programme start the cancellation fee is 50% of the Programme price.
- d) In case of cancellation on the day of departure or non-start of the Programme the cancellation fee is 90% of the Programme price.
- e) After Programme start there will be no refund of Programme fees.
- 12.2 Registration fees are not refundable under any circumstances once the Student has been accepted to a StudyChoice Programme.

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#### 13. Indemnification and liability

- 13.1 Parents and Students will indemnify StudyChoice against all costs, claims and other losses. StudyChoice cannot be held responsible for any damage, loss or injury suffered by a Student or a natural parent.
- 13.2 StudyChoice accepts no responsibility to the Parents or the Student for any acts or omissions of the School relating to the Student, and while StudyChoice will take the utmost care in selecting any Host Family, StudyChoice cannot accept responsibility for any actions of the Host Family in relation to the Student.

For the avoidance of doubt, StudyChoice cannot accept any responsibility in relation to the School or the Host Family for any acts or omissions of the Student and it is recommended therefore that each Student carry their own third party insurance.

- 13.3 Where the Student is participating in a course or tour organised by another organisation the Student and Parents acknowledge that StudyChoice cannot take responsibility for any ommissions on their part as whilst on the course/tour the other organisation's terms and conditions will apply.
- 13.4 Sometimes photographs are taken by StudyChoice representatives for StudyChoice to use for identification purposes, for sending back to Parents in reports and from time to time we would like to use these in promotional material such as brochures, the Student handbook, in social media or on our website. If you do not agree to this, you must inform us in writing.
- 13.5 StudyChoice will accept no liability for the Student appearing in photographs taken by host families, Schools or other Students.
- 13.6 Whilst StudyChoice will offer to assist the Student and the Parents with obtaining any visas and/or any other entry or re-entry documents which may be required for the Student, or in complying with any statutory entry or re-entry requirements, StudyChoice cannot accept any responsibility for such matters and any legal responsibility shall rest with the Student and the Parents.
- 13.7 StudyChoice cannot accept any responsibility generally for acts carried out in exercising its powers and duties under these terms and conditions or subsequent agreement or any omissions relating thereto, except insofar as such acts or omissions are in contravention of this agreement.
- 13.8 If there is an outbreak of any infectious or contagious disease in the Student's home country, in the UK or at the School and/or if the Student contracts a contagious disease StudyChoice will follow the local guidance. In the event of a temporary School closure, accommodation will be provided and support arrangements will continue. No reimbursement of Programme fees will be made.
- 13.9 If the School or host family requires the Student to leave for any such reason, including the School closing due to a pandemic or contagious outbreak, we will accept the Student into our care for as long as is needed and pending the arrangements of the Student's travel home. The cost of the return airfare and any costs incurred accommodating the Student in such circumstances will be reimbursed by the Parents or Student.
- 13.10 Force majeure: In the case of a major unforeseeable event that is beyond the control of the parties, including but not limited to, war, decision from authority, visa-regulations, natural disaster, pandemic, strike, lock-out, StudyChoice cannot be held liable for any loss, damage, injury or fatality, cancellation or shortening of the Programme. In the event of the Programme not being able to start as planned StudyChoice will review it's cancellation policy. Should the programme have started, StudyChoice will do it's utmost to accommodate the Student until the end of the programme. In the event of this not being possible, StudyChoice will do it's utmost to assist the Student with temporary accommodation and/or support in making arrangements for the Student to return to home country.

## 14. Legal area

These terms and conditions as well as any agreement with StudyChoice, the School or the Host Family and any other matters relating to the Programme shall be subject to British Law and the Student/Parents undertake to submit to the jurisdiction of British Courts in the local area determined by StudyChoice in respect of any matters arising out of any of them. The Student and Parents acknowledge that British Law may be different from the law of their own country, e.g. in respect of race relations or sex discrimination.

# 15. Data Protection

- 15.1 The Student and Parents are required to comply with any Data Protection regulations applicable.
- 15.2 At StudyChoice we treat personal data in accordance with our data protection policy. Information about how your data is used and the basis for processing your data is provided in our data privacy notice and other policies.

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