Terms and Conditions for Individual Student Bookings

Preamble: These Terms and Conditions form the basis of our contractual engagement with customers for individual student bookings. Customers are expected to familiarise themselves with these conditions prior to booking a programme at Dublin City University Language School, hereinafter referred to as DCU LS.

PART 1 Definition

(a) An individual Customer / Student booking is defined as one student being booked for a DCU LS training programme in a single booking transaction.

(b) These conditions are valid only for individual Customer / Student bookings. Separate terms apply for Group Bookings, which can be read at www.english.dcu.ie

PART 2 Applicability

(a) The Terms and Conditions set out in this document form the basis of DCU LS’ contractual engagement with Customers / Students. DCU LS will only contract on the basis of these conditions. By commissioning a Programme at DCU LS, the Customer / Student is indicating their acceptance of these Terms and Conditions.

PART 3 Customer Enquiries

(a) Customers / Students are invited to submit enquiries about our programmes to english.courses@dcu.ie

PART 4 Pricing Information

(a) Pricing for courses can be viewed on our website www.english.dcu.ie

(b) The prices listed on our website are applicable for the calendar year only, and bookings made in the present period for courses which take place in future years are subject to future years pricing.

PART 5 Bookings

(a) When the Customer / Student wishes to apply for a Programme, the booking can be completed online at: https://www.english.dcu.ie/apply-now/

(b) Third party reseller customers may apply for their student online at: https://www.english.dcu.ie/partnerapplication-form/

(c) At booking stage, the Customer / Student is required to indicate Programme dates and specification for the attendee.

(d) Once DCU LS receives information from the customer as per parts 5 (a) and 5 (b) above, DCU LS will contact the Customer / Student to indicate availability and ability to accept the booking.

(e) A booking is not confirmed until DCU LS expressly indicates availability and ability to receive the Customer / Student.

(f) DCU LS has a limited capacity. Where a Customer / Student seeks to make a booking on desired dates but said dates are not available, DCU LS may propose alternative dates for the Customer / Student.

(g) Customers / Students should not arrange flights or make travel preparations until a booking is confirmed by DCU LS. For avoidance of doubt, DCU LS is not liable for consequential loss arising from situations where Customers / Students make travel plans for set dates and DCU LS is unable to accept a Customer / Student for said dates. Therefore, Customers / Students should only commence travel plans after DCU LS has confirmed availability for Customer’s / Student’s preferred dates.

(h) DCU LS recommends that Customers / Students make booking requests as early as possible to DCU LS in order to secure their desired specification and dates.

(i) Customers / Students are responsible for obtaining Travel and Medical insurance to protect against loss. DCU LS recommends that Customers / Students avail of such insurance.
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(j) The specification delivered by DCU LS to the Customer / Student will be expressly listed on the invoice. For the avoidance of doubt no other services (other than those explicitly listed) are included or implied.

PART 6 Advance Booking

(a) Customers / Students are required to make their booking as early as possible. Bookings are accepted on a first come, first served basis and availability cannot be guaranteed. At a minimum, DCU LS requires that Customers / Students make bookings at least 4 weeks in advance of planned arrival date for January, February, March, April, June, July, August and September groups (though availability is not guaranteed until a booking is confirmed by DCU LS).

(b) A minimum of 2 weeks’ advance booking notice is required for Customers / Students seeking to attend DCU LS in the months of October, November, December and May.

(c) The Customer / Student should not assume that DCU LS has availability at a given time. Availability is only confirmed to the client by express confirmation of same in writing from DCU LS.

PART 7 Non Refundable Application Fee

(a) A non-refundable fee of €100 applies per application. This amount is set against the overall programme fee for the Customer / Student. No refund of this fee will apply if the customer does not proceed with a Customer / Student application.

PART 8 Payment

(a) Upon booking confirmation by the Customer / Student and acceptance by DCU LS, DCU LS will send a pro forma invoice to the Customer / Student, detailing amount due and payment account details.

(b) The Customer / Student will make full payment of fees to DCU LS upon receipt of pro forma invoice.

(c) In the event that full payment is not received 6 weeks prior to programme commencement, DCU LS reserves the right cease preparations for the Customer / Student.

(d) DCU LS does not offer credit to Customers / Students.

(e) DCU LS reserves the right to cancel a booking where full payment is not received 6 weeks prior to programme commencement.

(f) The Customer / Student is liable for any consequential loss arising from DCU LS cancellation as a result of failure to meet payment deadlines.

(g) Payment can be made by International Bank Transfer or by Credit Card payment at: www.english.dcu.ie/apply/pay-online - Information on the payment process is located on the programme invoice.

(h) The Customer / Student is liable for all ‘sender’ fees and charges incurred for international bank transfers.

PART 9 Campus Assignment

(a) DCU delivers classes from DCU St. Patrick’s Campus, DCU All Hallows Campus and DCU Glasnevin Campus. These campuses are located within 2.5km of one another, in the Dublin 9 area.

(b) Customers / Students attending courses may be placed to classes at any one of these campuses, and that the decision for campus placement of groups is the sole decision of DCU LS.

(c) For avoidance of doubt – Customers / Students will be placed to classes at one of these campuses, and requirement to take some classes at different DCU campuses is not envisaged in usual circumstances.

(d) The assignment of Customers / Students to a campus is the decision of DCU LS – i.e. it will not be possible for a Customer / Student to choose their preferred campus for classes.

PART 10 Class Times

(a) DCU LS delivers classes on our campuses between the hours of 08:00hrs and 21:00hrs, Monday to Sunday.
It is the preference of DCU LS to place students to morning classes, but, at certain times, DCU LS may deliver afternoon or early evening classes to students. During peak periods, DCU LS may deliver classes on Saturdays and Sundays – therefore students may be allocated to weekend classes as part of their programme. Non-core tuition / ‘minor’ classes for groups may be timetabled to the period 1800hrs to 2100hrs on weekdays or on Saturdays or Sundays, in line with staff and classroom availability.

DCU LS reserves the right to provide mixed-level classes in circumstances where students present with a variety of language levels. DCU LS retains full autonomy over syllabus delivery, teaching methodology, tuition delivery and associated items to students. DCU LS will deliver tuition as per our syllabus.

Attendance at classes each day is mandatory. Where a student is unable to attend class on a given day, the student should communicate with DCU LS to inform of same as per the policy at: https://www.english.dcu.ie/AttendanceAbsenteeis-Policies

A minimum class attendance rate of 65% is required for students to receive DCU LS certification. For visa requiring students, a minimum attendance of 85% is required.

Adult students will receive an English Course book upon commencement of the programme. Adult students are required to return books to DCU LS on the last day of their programme.

Adult students will also receive a DCU LS student hand book on their programme, which is not required to be returned to DCU upon programme conclusion.

Students are required to bring their own pencils, pens and notebook materials to class each day.

Accommodation for students is offered on a first come, first served basis. Early booking is advised. Accommodation will only be assigned for students upon receipt of 100% payment.

DCU LS will place students to Host Families on the basis of the availability of a Host Family to receive a student and the suitability of a Host Family to receive the student (e.g. prior experience of receiving a student of a similar profile to the incoming student/s). Adult students will be placed to Host Families in a single room as standard. A surcharge of €25 per week will apply for students who have special requirements for Host Families. The below grid lists examples of where a €25 fee will be chargeable and where this fee will not be chargeable, as follows:
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<table>
<thead>
<tr>
<th>Item</th>
<th>Does €25 Fee Apply?</th>
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</thead>
<tbody>
<tr>
<td>Vegetarian Student</td>
<td>€25 Fee Applies.</td>
</tr>
<tr>
<td>Vegan Student</td>
<td>€25 Fee Applies.</td>
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<tr>
<td>Coeliac Student</td>
<td>€25 Fee Applies.</td>
</tr>
<tr>
<td>Halal Student</td>
<td>€25 Fee Applies.</td>
</tr>
<tr>
<td>No Pets Requirement</td>
<td>€25 Fee Applies.</td>
</tr>
<tr>
<td>No Smoking Requirement</td>
<td>€25 Fee does not apply.</td>
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</tbody>
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Other Non-Standard Requests: Requests will be considered on a case by case basis – but the customer should note: Any requirement that requires bespoke demands of a Host Family / the DCU LS Accommodation Team (or both) are liable to incur the surcharge fee of €25 per student per week. The above list of examples are not exhaustive, and bespoke requests not listed above will be reviewed and dealt with on a case-by-case basis.

(d) If a serious problem develops at a Host Family (e.g. safety related), we can arrange a change of family for affected student(s). However if the issue is of a subjective nature, and DCU LS feels that a change is non-essential (but still insisted upon by students / customers) we can facilitate a change of Host Family for an additional fee of €100 per affected student.

(e) DCU LS places students to neighbourhoods around DCU campuses, and further afield at peak times. At peak times, students may be placed up to 1 hour commuting time from DCU campuses, and may involve the student taking one or two buses to reach DCU campus.

(f) The student is responsible for travel costs between their Host Family accommodation and our campuses. We recommend that customers purchase a LEAP Transport Card. For the avoidance of doubt, DCU LS is not responsible for student travel costs.

### PART 18 Meals – Host Families

(a) Adult students staying at Host Family Accommodation will receive half board meals – i.e. breakfast and dinner daily, and packed lunch at weekends as standard.

(b) DCU LS operates a meals schedule as follows – first meal for groups is dinner or supper on day of arrival and last meal for groups is breakfast / packed breakfast on day of departure.

### PART 19 Meals – Residential

(a) For adult students, DCU LS offers residential accommodation as self-catering as standard – i.e. no meals provided. Adult residence accommodation is provided with cooking utilities and resources for adult students to prepare and arrange their own meals.

(b) Please note exception to PART 18(a) – DCU St Patrick’s Dormitory is provided with no self-catering facilities provided.

### PART 20 Cancellation and Refund

(a) For cancellations received at least 21 days prior to programme start date a full refund will be provided. Cancellations need to be made in writing to DCU LS.

(b) For cancellations received within 20-14 days of the start date, fees received will be refunded minus a €400 EURO administration charge. Cancellations must be made in writing to the Accommodation Department.

(c) No refund is provided where cancellation is made less than 14 days before arrival.

(d) Refunds will be made back to the account or credit card of the sending party – i.e. it will not be possible to refund to a third party bank account or credit card.
PART 21 Programme Management
(a) DCU LS retains exclusive autonomy with regard to programme management, including (but not limited to) timetabling, chronology, delivery, resource provision, accommodation assignment, staff provision, staff assignment and subcontractor procurement. The customer will have no role or jurisdiction in such matters, and this will remain under the exclusive remit of DCU LS.

PART 22 Damage and Behavioural
(a) Students are liable for any fees incurred to make good damage caused by the customer or their students.
(b) Students agree that their students are subject to the DCU LS Student Charter and to abide by the principles of good behaviour and respect to DCU staff, subcontractors and the DCU community in general.
(c) DCU LS reserves the right to take action (up to and including expulsion of student(s)) in circumstances of breach of DCU LS behavioural standards. In such circumstances, no refund will apply and the student will be ejected and excluded from all programme items immediately.

PART 23 Substitution
(a) In circumstances where it is impossible to deliver programme a specification item(s), DCU LS will deliver a substitute specification item of a similar nature. This includes the provision of online classes in cases where it is not possible to deliver an on-campus class.

PART 24 National Holidays
(a) DCU LS is closed on national holidays. Tuition lost due to national holidays is not made up. Details of national holiday dates are available on the DCU LS website.

PART 25 Social Activities
(a) Students are required to attend for social activities at the time allotted for their activity to take place. If a student arrives late to a social activity, the activity may have begun / departed (in the case of a day excursion the bus may have departed). DCU LS is not responsible for late arrival. No refund will apply in circumstances where a student arrives late and misses an activity as a result.
(b) DCU LS activity leaders are engaged to provide an accompaniment service and to engage with students. DCU LS staff are not professional tour guides and are not promised as such. The primary responsibility of DCU LS activity leaders at all times is the safety and welfare of students.

PART 26 DCU LS Out-of-Hours Telephone Number
(a) The DCU LS Out of Hours contact number is +353851857060.
(b) This number will be active outside of office hours and is provided as a contact means for students at DCU LS who require assistance.
(c) This number is provided for operational matters only, and shall not be used as a means of communication with DCU LS for any other matters (e.g. commercial enquiries or academic questions).
(d) The remit of the assistance phone number is to provide advice only, and that DCU LS is generally unable to provide face-to-face operational assistance outside of office hours. DCU LS does not guarantee that staff can travel to a particular place to assist students out of hours – the provision of the assistance number is only for telephone support on matters.
(e) In circumstances where operational changes are required, such charges can only be reviewed on the next working day, and are generally not possible outside of working hours.
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PART 27  GDPR / Privacy and Marketing

(a) DCU LS uses Customer / Student testimonials, photographs and videos in promotional materials. Customer / Student permission is sought in advance for inclusion in such activities in accordance with the DCU Data Privacy Policy.

(b) Customers / Students are not permitted to use DCU LS intellectual property without express consent in writing from DCU LS.

(c) Customers / Students are advised to review the DCU LS Data Protection policy, available for view upon request.

(d) DCULS holds customer data in compliance with Irish and European Union Data Protection laws.

PART 28  Modification of Terms

(a) DCU LS reserves the right to modify terms and conditions without notice to customers.

PART 29  Long Term Students – Vacations

(a) Students attending long-term courses may be permitted to take a vacation, subject to immigration rules and by agreement with the sending customer and DCU LS. Customers and Students are invited to consult with DCU LS staff on such matters.

PART 30  Visa Requiring Students

(a) Non-EU / Non EEA passport holders may be required to obtain a visa to enter Ireland. DCU LS recommends that such customers apply to DCU LS at least 12 weeks in advance of the start of their planned Group Programme to ensure sufficient time is provided for the visa application process.

(b) DCU LS will issue visa support documents to customers upon full payment of course fees.

(c) A visa application is the responsibility of the Customer / Student. DCU LS can assist with questions regarding visa application, but is not responsible for a student’s visa application.

(d) Where a customer has received a letter of invitation from DCU LS (in order to obtain a visa) and the visa application is refused, the customer is required to return the original visa refusal documents to DCU LS. Once these documents are verified, DCU LS will refund fees, less a €200 EURO administration fee.

(e) DCULS is obliged to inform the Irish Immigration Authorities of any perceived irregularities regarding attendance or performance of Non EU / Non EEA customers. Non-compliance with attendance requirements under visa terms may lead to expulsion.

(f) For Visa-requiring customers, vacations are subject to compliance with both school policy and Irish Immigration Rules. Customers who have questions should contact DCU LS.

PART 31  General / Other

(a) DCU LS advises customers to avail of personal insurance to protect against financial loss. DCU LS can offer such insurance to customers.

(b) Applicable Law: Any dispute or claim arising from a customer booking shall be governed and construed in accordance with Irish Law. The customer agrees that any dispute shall be dealt with under the exclusive jurisdiction of the courts of Ireland.

(c) Customers must give advance notice to the DCU LS of any dietary requirements, medical conditions or disorders of students.

(d) There is no refund of fees for days missed during the Course or for late arrival or early departure or for Public Holidays. Tuition lost due to national holidays is not made up.

(e) DCU LS does not take responsibility for loss or theft of belongings. Customers are advised to avail of appropriate insurance to protect against loss.

(f) DCU LS does not accept responsibility for costs incurred due to flight delays. Customers are advised to avail of appropriate insurance to protect against loss or delay.
(g) No liability shall arise if DCU LS is prevented or delayed in performing its obligations or from carrying on its business directly or indirectly by any acts, events, omissions or accidents beyond its reasonable control including (but not limited to) acts of God, war, terrorism, invasion, rebellion, riot, civil commotion, disorder, malicious damage, fire, flood, epidemic, pandemic, quarantine restriction, strikes, lock outs or other industrial disputes, failure of a utility service or transport network, compliance with any law or governmental law, rule, regulation or direction, accident, breakdown of plant or machinery, unusually severe weather or default of suppliers or contractors.

(h) The customer is expressly responsible for any damage or injury caused to buildings, furniture, fittings, individuals or property during the course of their booking at DCU LS. DCU LS reserves the right to expel a student from classes and accommodation in such circumstances.

(i) Terms and Conditions should be read in conjunction with our Student Policies. For information please see: www.english.dcu.ie/studentpolicies