



General Terms and Conditions

1. Enrolment & Payment

- 1.1** JoStudy English Academy (Email school@jostudy.com website www.jostudyenglishacademy.com) will confirm bookings in writing upon receipt of a fully completed enrolment form and receipt of a deposit of 20% of the full amount. (£500 for students requiring visa support). Places on courses and dates requested will not be held unless the deposit is paid;
- 1.2** JoStudy will invoice for the whole course fee when the course is confirmed. The full course fees must be paid in GB Pounds (£) sterling, one calendar month before the course commences. If full payment has not been received, students will not be able to attend classes, remain at the JoStudy arranged accommodation (including host family) or attend excursions. In such a situation the student's welfare will not be the responsibility of JoStudy.
- 1.3** Payment can be made by cash, personal cheque drawn from a British bank or bank transfer JoStudy bank details as below:

HSBC Bank plc: PO Box 88, The Parade, Leamington Spa, Warwickshire, ENGLAND
Account name: JOSTUDY LTD
Account number: 32251949
Sort code: 40-27-06
IBAN: GB58HBUK40270632251949
BIC: HBUKGB4B

- 1.4** All other bank charges and fees must be paid by the student;
- 1.5** Failure to abide by conditions of payment may result in cancellation of a programme even if the student has already arrived in The UK. If the student wishes to continue with the booking and JoStudy agrees to continue providing the course and the student pays in arrears, JoStudy may charge interest at 5% above HSBC Bank Standard Variable Rate;
- 1.6** Please note that international transfer of money may take up to two weeks.
- 1.7** The student / accompanying adult will be sent a prepared timetable before the commencement of the programme. This should be examined thoroughly to confirm the requirements have been met. Adjustments to the timetable at a later date may incur further costs.
- 1.8** POSTPONEMENT:
If a student wishes to postpone his/her course, the School must receive written confirmation of this at least 60 days' notice before the original course start. In these instances the payment already received can be held until the next start date and will be valid payment for this.

2. Welfare

- 2.1** Course participants are responsible for their own travel arrangements to and from the JoStudy course center. Transfers from ports and airports can be arranged but these carry a further charge;
- 2.2** JoStudy cannot be held responsible for damage, injury or accident to students or their property how so ever caused;
- 2.3** Students must be in good physical and mental health when starting the course and JoStudy



reserves the right to require a student to leave any course at their own expense if they fail to declare any relevant matters relating to their health on their enrolment form. If JoStudy is not informed of a medical condition that affects a student's ability to participate normally in the course they are attending, it reserves the right to make a charge for additional support;

- 2.4** All due care and consideration is always taken to ensure the best possible supervision of the program's participants however JoStudy cannot accept responsibility for students' actions. For closed groups of students, the accompanying Group Leaders are responsible for discipline of students at all times. JoStudy teachers and representatives will support but cannot take full responsibility at any time;
- 2.5** Expulsion - Students will receive an induction relating to general welfare including instructions on travelling to and from school, school time, how to behave on excursions and with their host families. If students do not abide by these instructions JoStudy reserves the right to require a student to leave the course and JoStudy accommodation. Any expenses the student incurs in such a situation are the responsibility of the student. JoStudy reserves the right to expel students for unacceptable behavior including, but not limited to, harassment of teachers or other students, continual disruption of classes, possession or consumption of illegal drugs and alcohol, smoking in restricted areas, damage to school property or place of accommodation, threatening other students' safety, breaking local law(s). In such circumstances no refund will be given. Repatriation is at the student's own expense;
- 2.6** JoStudy reserves the right to exclude the student from all / part of the social programme for any misconduct on the part of the student. Excluded students will be given supervised private study for three hours instead.

3. Insurance

- 3.1** A comprehensive travel insurance policy is included in the course fees for individual junior students attending on summer, winter and spring Camps and students on a closed group course. Please ask for a copy of the latest policy document.
- 3.2** If students wish to have greater cover, this is a matter for the student to arrange at their own expense.
- 3.3** Adult students / group leaders are automatically included in the group insurance policy

4. Visa Applications

- 4.1** JoStudy cannot be held responsible for decisions taken by Embassies or Immigration Authorities regarding entry visas or visa extensions;
- 4.2** Should the student's arrival day be postponed due to delayed visa applications, JoStudy cannot guarantee the original accommodation allocation;
- 4.3** It is JoStudy policy, in accordance with UK Government guidelines, to report any student requiring a visa to the immigration authorities should they fail to arrive for their course or leave early without good reason.

5. Refunds and Cancellation Policy

5.1 DEPOSIT AND CANCELLATION

The deposit paid is non-refundable in the case of any cancellation. An instalment payment however can be considered to pay the final balance due.

Cancellation Charges are as follows:

- Cancellation from 30 days to 15 days before the start of the course - 50% of the course fees may be refunded.
- Cancellation less than 15 days before the start of the course - No refund.

5.2.1. There are no refunds for any services not taken up or cancelled by the student on arrival or during the program. In the case of late arrival, early departure, illness, accident, absence or change of mind, the full invoice charge applies, even in the cases where the invoice remains to be settled. Courses may not be extended to include any days/weeks tuition missed;

5.2.2. No refund is due in case of expulsion or suspension of a student from a program for irregular, antisocial or disruptive behavior.

5.2.3. There is no refund for cancellation or failure to provide services due to factors beyond our control, for example, war and terrorism, riot, global pandemic, airline cancellations or any other 'act of God'.

5.2 'Course fees' means the total quoted price; and "days" means full calendar days including weekends;

5.3 If any visas are rejected and JoStudy is given written evidence of the rejection at least 30 days before the start of the course, the fees received will be refunded in full subject to an administration charge of £50 per student. If fewer than 30 days' notice is given, 20% of the course fees will be charged. If the visa application is part of a group of students this may mean an increase in the course fees of the other students;

5.4 No fees are refunded if a student cancels or curtails their course on or after the start date.

5.5 If a student curtails a course or changes from a more expensive course to a cheaper one, no refund will be paid;

5.6 Where a student is unable to attend a course as a result of serious illness, accident or bereavement in their immediate family, a reimbursement of tuition fees may be available under the insurance policy referred to in clause 3.1 above. However the student will have to provide the insurance company with documentary evidence and deal with the insurance company direct regarding any claim;

5.7 If a student changes the course structure / accommodation there is an administration fee of £50 per change;

5.8 Cancellations of one to one and long running courses can be accepted with 48 hours' notice. If no such notice is received students are liable for the full tuition / course fees;

5.9 For closed group courses, once student numbers have been booked, any reduction in those student numbers attending may mean an increase in the individual price for the remaining students in the group.

5.10 In the event of circumstances beyond JoStudy control, it may change the services offered, including details of locations, courses, facilities and dates of programme;



- 5.11 Where the number of students at any level is insufficient to form a viable group, JoStudy may provide group lessons at different times of the day or locations, or one to one lessons. Alternatives provided will be of equivalent or greater financial value;
- 5.12 Lessons are held at JoStudy English Academy school buildings or at alternative premises nearby. There may be occasional closed groups of Juniors at the school;
- 5.13 Horse riding, tennis and golf tuition take place away from the school; if they are cancelled due to the weather, students are invited to take English tuition instead. Refunds will not automatically be made. Educational visits and excursions may be changed in the event of bad weather or other circumstances beyond its control;
- 5.14 Social Programme - JoStudy reserves the right to make changes to the social programme due to weather conditions or any other reasons beyond its control;
- 5.15 JoStudy takes all reasonable steps to deliver the services the client has booked. However, if due to circumstances beyond its control, this is not possible, it reserves the right to provide alternative services of at least an equivalent standard at no additional costs to the student.
- 5.16 For larger groups, last minute changes to timetables are very difficult to accommodate. The weather may cause changes to be made but these changes must always be discussed with the JoStudy course coordinator prior to being made. If the group is not having a JoStudy representative accompany them on excursions it is essential that timetables are adhered to for the host families' benefit;
- 5.17 For closed groups –it is at no time necessary for the accompanying Group Leader to make contact with the excursion site, this must always be done through the JoStudy course coordinator;
- 5.18 For closed groups - Excursion destinations and industrial visits. In order to offer as wide a range of visits as possible we often request the assistance of companies and establishments which are not solely related to tourism. In these cases we cannot guarantee the quality of the visit as many of the staff will not be trained as tour guides. Please note that visits to local schools, private companies and local organizations are often offered by the host organization free of charge or at reduced prices and so good will should be extended to them at all times.

6. General points for students to note

- 6.1 Morning tuition consists of 4 x 45 minute lessons and includes an additional 15 minute break;
- 6.2 Materials Deposit – Students who wish to borrow materials, such as books, CD's and DVD's, are required to leave a deposit of £20 at the start of their course. This is refunded at the end of the course provided all borrowed materials are returned in the same condition as when they were loaned;
- 6.2 It is the students' responsibility to:
 - a) Ensure that they arrive in the UK with all necessary documentation including passport, medical records etc. Further that they have sufficient money for payment of items not included in the course fee.
 - b) Ensure that they have the correct visas to enable them to arrive, stay and study in the United Kingdom for the duration of the course. Further to ensure that the student has complied with all requests by the UK Border Agency;
- 6.3 Medical Information - JoStudy **must** be informed of any special medical information which applies to the student. Any student arriving with a serious medical condition not previously



reported, or which requires regular staff supervision, may be sent back to their home country, without any refund of fees. Any costs incurred through repatriation will be borne by the student. JoStudy will try to accommodate any special needs as far as it deems reasonable;

- 6.4 Accompanying of excursions – On closed groups, organized excursions will be always accompanied by a representative of JoStudy and this will be stated in the quote/programme.
- 6.5 If one of our representatives accompanies the group they are required to do the following:
- ensure that students know the times and places for meeting should the group disband;
 - ensure that all students are back on the coach before it leaves;
 - socialise with the group to activate the student's English learning as much as possible.
- 6.6 Please note JoStudy representatives are not fully qualified guides and cannot provide detailed tours. A fully qualified blue badge guide can be booked for this purpose at an extra cost. Please ask for details;
- 6.7 All excursions on the Summer Easter & Winter Camps will be accompanied by a JoStudy representative. That representative cannot however take full responsibility for students' actions during excursions or be put in situations which could endanger themselves or other students on the activity/excursion. For closed groups, the Group Leader remains responsible for the actions and behavior of their students

7. Contact with JoStudy

- 7.1 For a closed group, the course organizer will generally be available on the first and last morning of each programme to plan and analyze the course details respectively. A regular teacher is available to head the teaching programme and a representative of JoStudy is always available from 8.00 a.m. - 7.00 p.m. for enquiries and 24 hours a day for emergencies. Details of who to contact will be given on the first morning of the course.

8. Miscellaneous

- 8.1 JoStudy will not be responsible for any failure to comply with any of its obligations (and, therefore, will not be responsible to provide any compensation) if the failure is occasioned by any cause beyond JoStudy's reasonable control; nor shall JoStudy be responsible for any costs incurred by or on behalf of the student as a result of any such cause. Such causes shall include but shall not be limited to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster and unusually adverse weather conditions.

9 . Force Majeure

- 9.1 Without prejudice to the foregoing, JoStudy will do its utmost to provide the necessary care of students affected by causes beyond its control; however extra accommodation, transfers, repatriation and any other expenses resulting from such causes are to be borne by the student. In any such case, students might have to be accommodated in emergency accommodation which may not be of the same standard or located in the same geographical areas as the accommodation that would otherwise be provided by JoStudy in terms of its obligations. If, notwithstanding that it has no obligation to do so, JoStudy initially pays any costs for which the student is responsible, JoStudy shall be refunded such costs in full.



10. Photography & Filming

- 10.1 JoStudy may take promotional photographs and video footage of students. If students do not wish to participate, JoStudy will respect their wishes.

11 . Website

- 11.1 The information contained on the JoStudy website is for general information purposes only. The information is provided by JoStudy and whilst it try to keep the information up-to-date and correct, no representations or warranties of any kind are made, express or implied, about the completeness, accuracy, reliability, suitability or availability with respect to the website or the information, products, services, or related graphics contained on the website for any purpose. Any reliance placed on such information is therefore strictly at the students own risk;
- 11.2 JoStudy will not be liable for any loss or damage, whatsoever arising from loss of data or inconNECTION with the use of the website;
- 11.3 Through the JoStudy website there are links to other websites which are not under the control of JoStudy. The inclusion of any links does not necessarily imply a recommendation or endorse the views expressed within them;
- 11.4 Every effort is made to keep the website up and running smoothly. However, JoStudy takes no responsibility for, and will not be liable for, the website being temporarily unavailable due to technical issues beyond its control.

12. For Closed Group Courses - Group Leader's responsibilities

The Group Leader is responsible for:

- 12.1 Prior to the departure from their country / commencement of the course, providing details to the students of the study programme they have chosen including the cost of the same, what is included in that fee and the cost of any additional excursions and / or services;
- 12.2 Arranging all travel schedules with the students, for travel from their home to the point of entry into the UK as agreed with JoStudy and to providing JoStudy with confirmation of these arrangements both at the start of the course and onward travel at the end of the course either back to the students' home country or a 3rd destination;
- 12.3 Providing all relevant and up to date information concerning the students' current medication (if any), the students' medical history and any other fact of which JoStudy should be aware to ensure the health and well-being of the students is maintained during the currency of the course provided by JoStudy;
- 12.4 Ensuring that the students arrive in the UK with all necessary documentation including passport, medical records etc. Further that they have sufficient money for payment of items not included in the course fee;
- 12.5 Ensuring that the students have the correct visa to enable them to arrive, stay and study in the United Kingdom for the duration of the course. Further, ensuring that the students have complied with all requests by the UK Border Agency;
- 12.6 Explaining to the students, in their native language, the students' responsibilities as set out in the attached ' Students' Expectations & Responsibilities' Information sheet (updated on ad hoc basis);
- 12.7 Liaising with the students from the initial contact through to the post course feedback to be

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provided to JoStudy;

- 12.8 Informing the students that they are covered under Guard me insurance policy (see attached for details of current cover) but that if they wish to have greater cover then this is a matter for the students to arrange;
- 12.9 Either attending the course or providing a suitably qualified adult leader (or leaders depending on the ratio of students to teachers see below) for juniors (under 18 years) who will:
 - a) Accompany and Lead the group during the whole period of the course provided by the JoStudy. The appropriate ratio is 1 teacher for every 15 students or part there of – accordingly for 15 students 1 teacher is required, for 16 students 2 teachers will be required etc.

12.10 All groups leaders and staff accompanying students will receive a full safeguarding training from the school staff.

12.11 For the duration of the course and the time that the students are in the UK, The Group Leader is responsible for:

- b) All matters relating to the personal welfare, health and hygiene of the students, and
- c) Ensuring that the students are aware of and comply with all laws of the UK, rules of JoStudy or whatever establishment the students are attending for tuition or visiting as part of an organised excursion;

12.12 Ensuring that they are available throughout the duration of the programme to support any issues which may arise.

12.13 All homestay accommodation will always be arranged by the school and group leader must not arrange accommodation in host families on a private basis. If the group leaders wish to place students in their own accommodation JoStudy will need to check suitability against all British Council criteria.

13 Explanation

- 13.12 In all instances throughout this agreement the singular applies to the plural and vice versa likewise male applies to female;
- 13.13 This contract is entered into under, and is governed by, the law custom and practice of England and Wales;
- 13.14 A “closed group” is a group of students from one specific school / institution/ agent who have booked as a group;
- 13.15 The term “ Group Leader “ includes all those individuals designated as teachers from the client school/ organisation who are agreed to be teacher leaders at the time of booking the course/ upon subsequent arrival .

I have read and agree to be bound by these terms and conditions:

I have read and agree to be bound by the Parental/ Guardian Consent policy – see App 1

.....
SIGNATURE



PRINT NAME

NAME OF STUDENT / GROUP
ON WHOSE BEHALF YOU ARE SIGNING

DATE



APPENDIX 1 PARENTAL / GUARDIAN CONSENT POLICY

Emergency medical treatment

JoStudy reserves the right to approve emergency medical treatment for students / adults on afternoon activities / weekend excursions when parents / guardians/ next of kin cannot be contacted and the student' or adult's life / wellbeing, both physical and psychological, are in danger. It will take advice from medical personnel and act in accordance with such advice, in what it deems to be in the student's best interests.

All medical, mobility and related health information however seemingly insignificant, must be declared to the school before the student attends a course.

Using images of students / adults

Occasionally, we may take photographs of the students / adults at our school or on school excursions. We may use these images in our school's brochure or on our website. We may also make video or webcam recordings for monitoring or other educational use. All students will, at times, have the opportunity to be recorded and/or appear in audio or video projects. From time to time, our school may be visited by the media who will take photographs or film footage of a visiting dignitary or other high profile event. Students may appear in these images, which may appear in local newspapers, or on televised news programmes. To comply with the GDPR Regulations 2018, we need your permission before we can photograph or make any recordings of your child for promotional purposes. Please note that websites can be viewed throughout the world and not just in the United Kingdom where UK law applies.

When you sign this consent form giving such consent, JoStudy's commitment to you is:

1. We will not use the personal details or full names (which means first name and surname) of any child or adult in a photographic image on video, on our website, in our school prospectus or in any other printed publications without good reason.
2. We will not include personal e-mail or postal addresses, or telephone or fax numbers on video, on our website, in our school prospectus or in other printed publications.
3. We may include pictures of pupils and teachers that have been drawn by the pupils. We may use group or class photographs or footage with very general labels, such as 'visit to Warwick Castle' or 'making Christmas decorations'.
4. We will only use images of pupils who are suitably dressed, to reduce the risk of such images being used inappropriately.
5. Your consent is valid for ten years from the date you sign it. The consent will automatically expire after this time.

Please note that if details of any of our students are given to the press it would not be via our organisation without your permission.

Internet Use by students

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The school has broadband connection to the internet. The internet is a valuable resource to all students which helps them with their learning, this also offers the possibility for international communications between students. As anyone can add information to the internet, there is some material which is unsuitable for viewing by children. We will make every effort to ensure unacceptable material is not viewed by your son/daughter by making sure all equipment provided by ourselves is fully protected and regularly updated.

This **Acceptable Use Policy** is an agreement between you, your child and the school to use the internet for educational purposes only. Its aim is to:

- Allow all users to access and use the internet for educational purposes;
- Protect employees and students from sites, information and individuals, which could undermine the principles, aims and values of The Heart of England Study Programmes;
- Provide rules which are in agreement with the GDPR Regulations 2018.

When signing this policy the parent/ guardian and the student agrees to the following:

1. The student has the permission of the parent(s)/guardian to use the Internet.
2. The student agrees that it is his/ her responsibility to report abusive e-mails, inappropriate pictures and any contact by unknown persons, to the school.
3. The student will under no circumstances give out personal information such as addresses / telephone numbers or e-mail addresses of any member of staff or student at JoStudy, this includes publishing any names, photographs or video of students and any school employees, for use on the internet.
4. The student will not transfer inappropriate material from any source onto school computers, or onto any storage media or device.
5. The student will under no circumstances view, upload, download or include material for private use (music / film / games) onto any school devices or use the school's internet connection to upload the same onto his/ her own devices. This applies to any material of a violent, dangerous, racist or of inappropriate sexual content or which is likely to be offensive in any way to any member of our school community. If I am in any doubt as to the suitability of any material I find I will check with a member of staff.
6. The student will not engage in on-line conversations (messaging or chat sites) unless given specific permission by a supervising member of staff. If this is the case the student shall be polite and appreciate that other users might have different views from his own.
7. The student understands that failure to comply with these rules will result in one or more of the following:
 - Access being suspended for 24 or 48 hours and/or having restricted internet access imposed.
 - A letter dispatched informing my parent(s)/guardian of the nature of a serious breach of rules.
 - Appropriate sanctions and restrictions placed on access to school facilities.
 - Any other action as decided by the School Director.

In response, **JoStudy** agrees:

9. To make every effort to ensure that the students do not view/hear unsuitable material.
10. To ensure that the school provides a safe internet access with suitable filters.



Consent for school trips and other off-site activities

By booking activities and excursions with JoStudy you are agreeing to the student/adult:

- Taking part in activities and excursions that take place off school premises
- Being given first aid or urgent medical treatment during any activity or excursion
- Taking part in activity sessions on-site that include (but not exclusively) cookery, street dance, hula hooping, craft sessions.

Please note:

A . That the trips and activities covered by this consent include:

- Off-site sporting fixtures during and outside the school day,
- Trips to venues as stated on the students' timetables
- Performance events to local venues
- Adventurous activities offered by local venues

B. You can, if you wish, tell the school that you do not want your child to take part in any particular school trip or activity.

C. Any medication taken or medical conditions must be stated clearly on the student's / adult's enrolment form. The information on this form will be retained on our records to use for all future local trips/activities.

D. It is your responsibility to keep us informed of any changes that we should be made aware of regarding your child's / the accompanying adult's health.

E. You must also keep us updated with new contact details.

Privacy Notice – GDPR Regulations 2018

Consent for the use of personal data by JoStudy

By signing these Terms and Conditions you are consenting to JoStudy using the personal data received during the course of the booking procedure and your student's course under the provisions of the General Data Protection Regulations. JoStudy's full GDPR Policy can be sent to you upon request or viewed on our website: www.jostudy.com

Here you will find such information as:

- 1. What data will we collect?**
- 2. Why do we need to collect this data?**
- 3. What data will be shared?**
- 4. How long we will retain your data**
- 5. Your Consent**

This information is used only to:

- Support the teaching and learning for the student and the appropriate organisation of the student's course;
- Monitor and report on the student's progress;
- Provide appropriate pastoral care;
- Statistical forecasting and planning.



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