

# GENERAL TERMS AND CONDITIONS

## MAKING A BOOKING & FEE PAYMENT

- Bookings can be made and payments accepted at [www.atlantic.ac](http://www.atlantic.ac) . All bookings are subject to availability.
- The school will acknowledge all bookings within 2 working days, please note that a booking is not confirmed until this acknowledgment has been received.
- Once the student agrees to make a booking, a school representative will be in touch to complete registration.
- Registration fee (€55), materials fee (€55) and accommodation placement fee (€60) are automatically added to bookings.
- For high season bookings, where the arrival date is between June 11th and September 10th inclusive, a supplement of €20 is payable on General English and IELTS courses. Low/high season rates are also in place for accommodation.
- Payments are only accepted in Euro and may be made by credit/debit card (Visa / MasterCard).
- Atlantic Language reserves the right to cancel any arrangements or bookings without prior notice if Fee Payment conditions are not met.

## COURSE CANCELLATION

Notice of cancellation must be provided in writing and applies from the date it is received by Atlantic.

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Days before arrival	Refundable fees
28+ days	Full fees paid, excluding a non-refundable cancellation fee of €150.
14-27 days	Full fees paid, excluding a non-refundable cancellation fee of €250
7-13 days	50% of fees paid subject to a minimum charge of €250.
Less than 7 days	30% of fees paid subject to a minimum total charge of €250.
On/after arrival	No refund

\*these terms will not apply under Force Majeure conditions (Please refer to separate updated COVID 19 Terms and Conditions)

## FORCE MAJEURE

- Atlantic Language is not liable for failure to perform its obligations if such failure is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane, infectious diseases or pandemics or other natural disasters that are beyond the reasonable control of the parties), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity, internet or telephone service.

- In the event of an outbreak of an infectious disease, all students and or parents/guardians are required to comply with rules regarding quarantine as set by government agencies or by the school.

### **CHANGES TO BOOKINGS (NOT APPLICABLE FOR ACADEMIC YEAR PROGRAMME)**

- All changes between one course and another, including changing from General English to Exam preparation programmes, upgrades in group courses, changes from group courses to private tuition are subject to availability and are at the complete and sole discretion of Management.
- Course Changes requested within 7 days of course commencement are not possible.
- Date changes for courses are permitted with 7 days advance notice and subject to the availability.
- No refund is available where a Course Change is taken to a less intensive course: the duration of the less intensive course may not be longer than the original booking.
- Courses Booked may not be transferred from one person to another.
- More than two changes to a booking will incur a €30 charge.

### **CHANGES TO BOOKINGS FOR ACADEMIC YEAR PROGRAMME**

- Only one course change is allowed after the course commencement which is free of charge (e.g.: AYGE to IELTS, AM class to PM class).
- All changes between one course and another, including changing from General English to Exam Preparation programmes, are subject to availability and are at the complete and sole discretion of Management.
- A course change fee of €30 per change will apply from the second change onwards.
- No refund is available where a Course Change is taken to a less intensive course: the duration of the less intensive course may not be longer than the original booking.
- Courses booked may not be transferred from one person to another.
- Course holiday cannot be amended.
- Extending or upgrading a course is possible without a fee.

## GENERAL INFORMATION

- General English, IELTS and Academic English Year courses start any Monday, unless Monday falls on a school holiday (3rd January & 17 March 2022). Classes missed due to Public Holidays will not be made up.
- Special Courses, including Cambridge Examination Preparation and 30+ courses, are offered on defined dates.
- All lessons = 45 minutes except Private lessons = 60 minutes (private lessons are available during low season, and subject to request during high season).
- The maximum class size for adult group classes is 14 students.
- The minimum age for adult courses is 18 years.
- The minimum age for our international young adult summer course is 16, the maximum age is 18.
- Atlantic Language reserves the right to cancel a course if there is not sufficient demand for it. In this case, full refunds will be given.
- Classes generally begin at 09.00, however timetables may change. In any case, classes will take place between Monday and Friday and between the hours of 08.45 and 17.30. All changes will be communicated in advance.
- IELTS and Cambridge Examination Preparation courses each require a minimum of 8 people to operate. If this number is not reached, an alternative course may be offered.
- Students with special Dietary or Medical Considerations are accepted solely at the discretion of Atlantic Language.

## VISAS

- Students who are non-EU/EEA citizens may require a Study Visa to enter Ireland. For full details visit [www.inis.gov.ie](http://www.inis.gov.ie) Study Visas require a minimum course booking of 15 hours per week. Students wishing to work while studying must be registered on an Academic Year Programme and must also register for a recognised examination.
- A fee of €300, which is a Non-Refundable deposit, must be paid before we process the booking.
- A minimum of 6 weeks is required for Visa Applications to be processed by the Irish authorities.
- All non-EU/EEA citizens who plan to be in Ireland for more than 90 days must register with the Garda National Immigration Bureau (GNIB) before the date stamped in their passport.
- It is necessary to pay all school fees in advance when making a Visa Application.
- All fees paid (except an administrative fee of €300) can only be refunded in the following cases:
  - Visa is refused before travelling to Ireland.
  - Permission to Land, on arrival in Ireland, is refused and the student must return to their point of origin.
  - Permission to Remain in Ireland (after the date entered in the passport) is refused after arrival in Ireland – fees paid for the period after initial permission days from arrival are refunded.
  - Visa or Permission to Remain Extension application is refused
- fees paid for the period of the booking extension are refunded except for any portion of an extended course used.
- Valid for bookings from 1 January 2022 until further notice. All prices are stated in € (euro).
- Fees will not be refunded if a Visa is refused because of the submission of false information.
- Fees cannot be refunded where a Visa is granted, even if the issuing of the Visa is delayed by the authorities. In such case, the Course and Accommodation Bookings may be deferred in entirety by the number of Visa delayed weeks, provided that at least 14 days written notice is provided to Atlantic Language. Course Fees may change if the Course does not take place in the calendar year.

## VISAS CONTINUED

- It is the student's responsibility to be aware of and comply with the Visa and Immigration Registration requirements of the Irish authorities. Atlantic Language will assist but cannot be responsible for students' legal responsibilities.
- Applications for Refunds must be sent via email to [contact@atlantic.ac](mailto:contact@atlantic.ac). All Refund Applications must include the letters of Visa Refusal and the Visa Application or GNIB Number and clear proof that the applicant is not in Ireland.
- The Registrations Manager will inform the Refund Applicant of the documents and evidence required in order to apply for a refund and will confirm to the applicant when a complete application has been received.
- Refunds are processed within 21 working days of Atlantic Language receiving a complete application for Refund. Refunds are issued in Euro and only paid to the bank account or bank card of the registered student. Banks may make additional transfer, foreign exchange and receiving charges.

## HEALTH AND TRAVEL INSURANCE

- All students are strongly advised to take out full and suitable travel and health insurance. EU/EEA nationals are advised to obtain an EHIC (European Health Insurance Card, formerly an E111) as minimum cover: see <http://www.hse.ie/eng/services/list/1/schemes/EHIC/>
- Students from non-EU/EEA countries must have medical insurance. This can be organised by the school. The Irish immigration authorities have particular requirements which may apply: please see [www.atlantic.ac/policies](http://www.atlantic.ac/policies) for further information.
- Atlantic Language will not cover costs that may arise as a result of the need for treatment or repatriation of a student.
- Students are responsible for their own personal property and are advised to insure against loss of fees and/or expenses that may be incurred due to cancellation, sudden or early departure as Atlantic Language will offer no refunds for days missed, late arrival or early departure.

## ACCOMMODATION - HOST FAMILIES & APARTMENTS

- The minimum accommodation booking is 1 week in duration and is subject to availability for dates requested.
- Students are advised to book in advance to avoid disappointment especially for studies during the high season.
- Students are advised that the travel distance and time between accommodation and the school may vary.
- Accommodation details are sent upon the receipt of full fees.

## HOST FAMILIES

- Host family accommodation is on a Saturday to Saturday or Sunday to Sunday basis (7 nights).
- Extra-night accommodation in Host Family may be requested and may be offered at a nightly rate of €40 for a Standard Room or €50 for Comfort Room (with private bathroom).
- Host family accommodation consists of half board Monday to Friday (breakfast and evening meal) and full board at the weekends (lunch included).
- Should a student wish to change Host Family, Atlantic Language will only do so after discussing the situation and reasons with both the student and the family.
- Families may host students of several nationalities. Atlantic Language will endeavour to place students in family homes with students of a different mother tongue. However, during high season this may not always be possible.
- Students staying with Host Families will have their clothes washed once a week.
- Special Requests (e.g. regarding diet, pets, children, etc.) must be made at the time of the initial Booking. Atlantic Language may not be able to accommodate special requests after a student has been placed. If several Special Requests are made on behalf of the same student, the School reserves the right to prioritise the importance of each request.



## HOST FAMILIES CONTINUED

- There will be an extra charge of €40 for Special Dietary Requests (e.g. coeliac, vegan, lactose intolerant, etc.).
- There is a Code of Conduct that must be respected between Host Family and student. The details of this are available in the Student Handbook and on request from the Accommodation Manager.
- The school reserves the right to upgrade students to residential accommodation. In this case, no additional fees will be charged and also no compensation will be due.

## APARTMENTS

- Residential accommodation is based on a Saturday to Saturday basis only (7 nights).
- There is no facility for the booking of extra nights in Residences.
- Residential accommodation is provided on a self-catering basis.
- Depending on availability, Atlantic Language may use alternative apartments to those advertised on our web site. The terms and conditions of these apartments may differ from our more commonly used apartments
- Apartments vary in terms of size, shape, location, facilities, etc. Requests for specific apartments cannot be guaranteed, particularly during peak periods.
- Apartments are fully equipped; however, some apartments do not have a washing machine but the launderette at reception can be used for an additional cost.
- During your Residence / Apartment stay you are responsible for: (a) any damage to the residence / apartment or its fittings and the cost of repairs, additional clearing or replacements necessary to return the residence / apartment to its proper condition; (b) the loss and necessary replacement of keys, fobs, key cards or other access devices (€50).
- It may be necessary for Atlantic Language to recover the costs of repair or replacement of fittings or keys. You acknowledge and accept your responsibility for such costs and agree to reimburse Atlantic Language where these costs occur as a result of your stay.



## TERMS AND CONDITIONS

- Atlantic Language assumes no responsibility for loss, delay or accident of any kind whatsoever that may occur due to fault or negligence of any company or persons carrying out ancillary arrangements outside of its control.
- Atlantic Language reserves the right to Refuse or Cancel Bookings in circumstances where school or accommodation facilities are unsuitable for a student's specific needs.
- Students absent from their classes for two weeks or more without a valid Medical Certificate or Prior Agreement will be removed from classes. In cases where a Medical Condition makes it impossible for a student to complete a course, and if this condition existed but was not advised to Atlantic Language at the time of the booking, Atlantic Language refuses any liability and no refund will be given.
- Should a student behave in an unseemly and/or inappropriate manner (for example, but not limited to, aggressive, threatening or bullying behaviour, racism or other forms of intolerance, harassment, theft, vandalism or other illegal activity) that may bring the school or its agent(s) into disrepute or cause damage to its reputation or standing in any way, either real or imagined, he/she will be asked to leave the school immediately. The Directors of Atlantic will be the sole arbitrators in any such event.
- A serious misdemeanour or infringement of the laws of Ireland will result in instant dismissal from the school. Costs incurred by the student as a result of dismissal in these circumstances from the school are the sole responsibility of the student and Atlantic will accept no liability of any kind.
- The student is responsible for any damage or injury he/she may cause to buildings, furniture, fittings, individuals' or accommodation property, etc., while registered with Atlantic Language.
- Atlantic Language reserves the right to change, without notice, the contents, dates, times, locations or any other details of course(s) brought about by political events, natural disasters, weather or any other events considered by the organisers to be pertinent.
- Atlantic Language reserves the right to transfer students between sites for academic and operational reasons.
- Booking requests for specific school centres cannot be guaranteed.
- If we do not enforce any condition of these Terms and Conditions or delay in enforcing it, this will not prevent us from retrospectively enforcing the Condition(s) and will not constitute a waiver of that Condition.

## TERMS AND CONDITIONS CONTINUED

- Any disputes in relation to Services Provided or Accounts will, where necessary, be heard in the courts of the Republic of Ireland where the bulk of the service is being carried out. The interpretation of these Terms and Conditions, all agreements and communications with Atlantic Language shall be through the English language.