



Terms and Conditions for Individual Student Bookings

The Terms and Conditions outlined in this document are effective from 12/05/22 until further notice. These terms are applicable to individual students attending DCU, including students who apply directly to DCU LS, and those who apply via a university partner or educational agency.

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 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 Course Fees

- (A) Pricing for courses can be viewed on our website www.english.dcu.ie
- (B) Price Variation Clause: Prices (*as per DCU LS Price List*) are subject to change to the fees in effect at the time of programme delivery. Therefore, if a customer makes a course booking more than 12 weeks in advance of course commencement, the customer understands that programme fees may be increased in line with fees applicable at time of programme delivery. In such circumstances DCU LS will advise the customer of such fee changes.

PART 5 Bookings – Payment Schedule

- (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 non-refundable programme registration fee of €100 applies to all bookings, and is charged at registration stage. This fee is deductible from overall course fees. Therefore, a customer will pay an initial €100 at registration stage, and the balance of fees upon receipt of the programme invoice from DCU LS. Where a customer pays the registration fee but does not proceed to pay the fees balance or attend a course, the registration fee of €100 is non-refundable.
- (F) Payment of course fees in full is required upon customer receipt of invoice from DCU LS. A course booking is not confirmed until 100% of fees have been paid.
- (G) 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 will propose alternative dates for the Customer / Student.
- (H) 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



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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.

- (I) 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.
- (J) Customers / Students are responsible for obtaining Travel and Medical insurance to protect against loss. DCU LS recommends that Customers / Students avail of such insurance.
- (K) 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 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) Fees payment is due to DCU LS immediately upon customer receipt of DCU LS invoice(s). A booking is not confirmed until 100% of course fees have been received.
- (D) DCU LS does not offer credit to Customers / Students.
- (E) The Customer / Student is liable for any consequential loss arising from DCU LS cancellation as a result of failure to meet payment deadlines.
- (F) 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.

- (G) The Customer / Student is liable for all 'sender' fees and charges incurred for international bank transfers.

PART 7 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 is the sole decision of DCU LS. 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 8 Class Times

- (A) DCU LS delivers classes on our campuses between the hours of 08:00hrs and 21:00hrs, Monday to Sunday.
- (B) 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.
- (C) 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.
- (D) 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.

PART 9 Class Level and Syllabi

- (A) DCU LS reserves the right to provide mixed-level classes in circumstances where students present with a variety of language levels.
- (B) DCU LS retains full autonomy over syllabus delivery, teaching methodology, tuition delivery and



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associated items to students. DCU LS will deliver tuition as per our syllabus.

(B) Adult students will be placed to Host Families in a single room as standard.

(C) A surcharge of €25 per week will apply for junior students (aged under 18 years) 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:

Item	Does €25 Fee Apply?
Vegetarian Student	€25 Fee Applies.
Vegan Student	€25 Fee Applies.
Coeliac Student	€25 Fee Applies.
Halal Student	€25 Fee Applies.
No Pets Requirement	€25 Fee Applies.
No Smoking Requirement	€25 Fee does not apply.
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 10 Attendance

(A) 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/AttendanceAbsenteeism-Policies>

(B) 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.

PART 11 Course Materials

(A) Adult students will receive an English Course book and DCU LS Student Handbook upon commencement of the programme. Students are required to bring their own pencils, pens and notebook materials to class each day.

PART 12 Certification

(A) Students will receive a DCU LS certificate upon completion of their programme as standard, provided that students have met DCU LS minimum attendance and performance requirements.

PART 13 Accommodation – General

(A) 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.

PART 14 Accommodation – Host Family

(A) 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.



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PART 15 Accommodation Residential

- (A) For residence accommodation, adult students will be placed to either single bedrooms or twin bedrooms. Students are subject to DCU LS Residential House Rules.
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PART 16 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 is dinner (or supper) on day of arrival and last meal is breakfast on day of departure.
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PART 17 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.
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PART 18 Cancellation and Refund

- (A) The €100 registration fee is non-refundable in the event that a student withdraws from a course booking.
- (B) For cancellations received at least 12 weeks prior to programme start date, a full refund will be provided, less the €100 registration fee. Cancellations must to be made in writing to DCU LS, to english.courses@dcu.ie
- (C) For cancellations received in a period of 6-12 weeks of the programme start date, fees received will be refunded minus a €500 EURO charge. Cancellations must be made in writing to english.courses@dcu.ie
- (D) For cancellations received within period of 3-6 weeks of the programme start date, fees received will be refunded minus an €800 EURO charge. Cancellations must be made in writing to english.courses@dcu.ie

- (E) No refund is provided where cancellation is made 3 weeks or less before course commencement.
- (F) No refund is possible for students who leave a course after the course has begun.
- (G) 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.
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PART 19 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.
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PART 20 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. 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.
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PART 21 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



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nature. This includes the provision of online classes in cases where it is not possible to deliver an on-campus class.

changes are required, such charges can only be reviewed on the next working day, and are generally not possible outside of working hours.

PART 22 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 23 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 24 DCU LS Out-of-Hours Telephone Number

- (A) The DCU LS Out of Hours contact number is +353851857060. This number will be active outside of office hours and is provided as a contact means for students at DCU LS who require assistance.
- (B) 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).
- (C) 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. In circumstances where operational

PART 25 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 26 Modification of Terms

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

PART 27 Long Term Students – Vacations

- (A) Students attending long-term courses may be permitted 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.
- (B) Vacations are not possible within the first 8 weeks of an ILEP programme, nor during a student's attendance on an IELTS or Cambridge course. For details, please refer to 'Student Policies' at www.english.dcu.ie/studentpolicies

PART 28 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 16 weeks in advance of the start of their



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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) DCU LS will issue visa support documents to customers upon full payment of course fees
- (D) 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.
- (E) 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.
- (F) 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) 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.

PART 29 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.