

1. STUDENT DETAILS

The student, identified at the end, confirms the accuracy of the information regarding his/her personal data and registration contained in this agreement by their signing of this agreement.

2. SERVICES

ICOT College referred to in this document as “the College” will provide certain services to the student such as accommodation sourcing and provision, airport pick-up, health insurance & extra activities, learner protection, among other services however it is acknowledged by all parties that the College acts as a mere intermediary between the student and third-party providers of these services and shall have no liability to the student in respect of any such third-party services.

If the relevant dates for arrival, attendance, approval induction or any event involving the College are adversely impacted by event of force majeure or acts of nature such as disasters, conflicts, wars, epidemics, etc., affecting partially or in total any service offered by the College or third parties, the student must always communicate in writing at least the required number of days in advance specified in each service condition. Due to the possibility of (force majeure/movement restrictions) unforeseen circumstances during your semester, classes timetable, face-to-face, and online classes may change throughout the year. Every effort would be made in order to avoid such actions, however; should this be necessary, the Academic Department or ICOT College would not be liable under any circumstances, and therefore no compensation or form of refund would be given should any such action be necessary. The program does not include extra accommodation nights, extra flight tickets or accommodation, when not included in the program purchased. Pick-up services are not included in the course price. The same goes for student ID, extra expenses such as public transportation, laundry, internet, telephone, or any other services not mentioned here. These expenses must be paid directly by the student.

2.1. ACCOMMODATION

If the dates of arrival and departure in the city where the services take place do not coincide with the days of accommodation stipulated by the student, it is the student's responsibility to secure additional accommodation, which is not included in the cost and depends on availability.

Accommodation cancellation applications must always be provided in writing. This should be provided at least forty-five (45) days in advance of the agreed starting date. Please note Administration Fees will not be refunded. In the case of accommodation cancellations being made after the student's starting date, the College will not be held responsible, and the student is not entitled to claim a refund.

2.2. AIRPORT PICK-UP

It must be ordered when the student chooses his/her course options, prior to arrival in Ireland. The student must notify the College if his/her flight is delayed. This should be done by e-mail or telephone (numbers are provided upon making a booking). In the case that the student does not receive information about the delayed/missed flights on time, the organization will not be held responsible and the student is not entitled to claim a refund.

2.3. HEALTH INSURANCE

The student accepts that insurance is mandatory for an Irish Student visa and agrees to pay this. This insurance will cover the full study period. The student accepts that the amount of the insurance fee will be deducted from any applicable refund.

2.4. LEARNER PROTECTION

The student accepts that a Learner Protection fee applies to all courses. The student agrees to pay this fee. In the event of ICOT closing, our students would be automatically transferred to one of our PCN partner colleges to complete their course.

2.5. REGISTRATION FEE

The student accepts that a Registration fee applies to all courses. The student agrees to pay this fee.

3. PAYMENT

If the Student applies for an installment payment method and it is approved, the student must pay the entire agreed amount before arrival, failing which the College at its sole election may cancel the contract with the student.

4. REFUND POLICY

Grounds for a refund or partial refund of fees:

- a) Irish Study Visa refusal (for students who are not successful in obtaining their visa). Any application for a refund must be made in writing and must be accompanied by both a copy of the rejection letter from the GNIB and a copy of their stamped passport. Please note: the rejection letter issued by the GNIB will be evaluated by the College in order to assess grounds for any refund who have complete discretion in arriving at a decision as to whether or not a refund is appropriate. All original letters issued by the College along with the student's GNIB card must be returned to ICOT College administration before any refund can be considered.
- b) If an aspect of the application for a refund or cancellation includes an illness or disability suffered after the student's enrolment has been confirmed. In any such instance, a doctor's certificate would be required to confirm.
- c) Upon arrival in Ireland, should any student be refused access into the country for any reason, any application for a refund must be made in writing and be accompanied by both a copy of the rejection letter from the GNIB and a copy of their stamped passport. Please note: the rejection letter issued by the GNIB will be evaluated by the College in order to assess grounds for any refund and it will have complete discretion in arriving at a decision as to whether or not a refund is appropriate
- d) A refund will only be granted in respect of fees which have been paid for the most recent year in which (a), (b) or (c) occurs. There is no automatic right to a refund of fees if at any time a student changes his/her mind about studying at ICOT College.
- e) After course commencement, any student wishing to submit a refund request for any reasons as specifically detailed above (a, b or c); the proportional amount of the classes taken will be discounted.
- f) If a student withdraws after course commencement no refund will be given.
- g) Students that are found to have provided incorrect information, resulting in their visa being refused, shall be exempt from any form of refund.
- h) Please note an Administration fee of €350, plus €150 for health insurance fee (if already applied) and plus €150 for learner protection (if already applied), will be deducted from all refunds given.
- i) Minimum Entry fee for International is €500 & Renew €350. 50% of the entry fee to be deducted. If paid in partial and requested to cancel/refund, deduction amounts are - International €250 and Renew €175.
- j) No refund of Morning Fees. If any student decides to move to afternoon once the class has started. Doesn't matter if they have attended only 1 week or more.
- k) No refunds for the students who got the course as SWAP or received Full Tuition Fee as credit from another student. In case of credit transfer, the administration fee of €350 will be deducted.
- l) No refunds of End-of-course exam fee after course commencement.

Student Signature

- m) If students miss their flights, or it is delayed, they must notify the school or their agent in advance, otherwise the pick-up service may not be refunded.
- n) Students who decide to leave the accommodation before the period booked, will not be entitled to claim any refund of fees paid related to this service.
- o) If the refund is applicable, it must be requested online through www.icot.ie (Refund Form). The period for refund is 4 weeks.
- p) Reserves made by students have 12 months valid only, from the date of first payment. After that, no refund applies. If the student paid an extra fee to extend their contract to 18 or 24 months, the grounds to refund will be also extended.

5. ENROLMENT

It is necessary to complete and sign this agreement to activate the enrollment of a student. Courses will only be reserved after the full payment is cleared.

It is the student's responsibility to attend the College premises and induction meetings to receive directions and the course schedule. Lessons and activities missed for personal reasons will not be reset. With some exceptions, the College infrastructure will be closed on holidays, with no classes on these days. The course attendance certificate will only be issued by the school for students who attend the minimum required number of classes (85%) of the program and take the mandatory end-of-course exam.

The student understands that a placement test before the start of the course and an end-of-course exam are mandatory and are a condition of his/her visa. The student agrees to take those exams at a time and date given by the College. The College will register the student for the exams and keep the student informed at all times.

The Student is responsible for fully reading the course quotation and confirming the approval of it. After completing and signing this document, it is understood that the Student is in full agreement with the school's terms and conditions, as well as third party services' terms and conditions. The College shall not take responsibility in the event of visa refusal or refused entry of the Student into Ireland by Government authorities. Any **fees charged by the immigration department** are also the responsibility of the Student. The Student agrees to comply with all laws, bylaws, rules, regulations and codes of conduct of the Republic of Ireland.

The College adheres fully to all regulations set out by the **Irish Immigration Department or an Garda Síochána the Irish Police force** and the Student accepts full responsibility for the accuracy and content of the documents presented to receive a visa. The Student understands that visa approval is on an individual basis and the immigration officer may request additional documentation during the interview process, which it is the responsibility of the Student to provide.

The College shall bear no responsibility for any and all problems, loss or damage resulting from events of force majeure. By registering to participate in any program offered by the College, the Student implies acceptance of all the above conditions.

Any grievances which the Student may have should be addressed with the College directly. **Under no circumstances should the Student use social media websites, blogs etc. to damage the reputation of the College.** The College will deal with any breaches of this condition very seriously and the student shall indemnify the College against all and any losses either financially or to its reputation as a result of any such action by or on behalf of a Student. **The Student declares that he/she has read and understands the information and conditions described in this document.**

6. ATTENDANCE POLICY

Visa students who attend a course at ICOT College are obliged by law to have an attendance rate of greater than 85%. The College strongly encourages students to complete their full 25 weeks of study in one block. General English Book price is €55 and IELTS Book price is

€60 and Business English book price is €65. Students are not allowed to attend the class **without a book**. Students who miss **any 2 days or any 4 classes** in any given week will be removed from the attendance list and sent a warning letter. Attendance will continue to decrease as long as a student is off the list and does not return. When any student receives a warning letter, he/she must fill in the Request Form on the ICOT website (www.icot.ie – Student Portal and choose Request Form) and apply for "Return to Class". To return to class, students must complete the Return to Class form before 8:00 AM the next day. Their name will then automatically be added back to the class register. No confirmation email will be sent. If the form is submitted after 8:00 AM, the student name will be added back the day after submission. Students will not be able to attend class until this is done. Any student who does not fill in the Request Form within a week of being removed from the list will receive a second warning letter. Likewise, a second offence will result in a second warning letter. After three warning letters have been received, the next offence will result in expulsion and the GNIB being contacted. Please note that ICOT College is not obliged to send three warning letters prior to expulsion. Students who are proved not to be genuine students, or who engage in abusive behaviour, may be expelled without notice. The student has **5 working days** to reply and resolve the issue. If there are mitigating circumstances, students may appeal their removal from the school register through the ICOT website and by requesting "Appeal against Expulsion".

The student will be contacted by an ICOT College Senior Administration staff member. The student will have an opportunity to make their case, for example, an illness with the requisite **Irish doctor's note** or compassionate leave. Any judgment will be made in accordance with ICOT College's stated principles regarding attendance and in strict accordance with the regulations from the GNIB regarding visa students. If in doubt, the College will contact the GNIB and seek clarification. Further to this, ICOT is obliged to inform GNIB of any student whose attendance drops below 85% and prolonged low attendance will also result in warning letters being sent out. If the student does not improve, more warnings will be sent. In case of sickness, students must contact the school on the first day and each subsequent day, and present an **Irish doctor's certificate** on returning to school. Without this proof, it will be classed as an unauthorised absence, and warnings will be sent. **Medical certificates cannot and do not replace attendance**, but are used to justify low attendance to the College and to GNIB. The College shall not be liable for any injury, loss or expense caused to any student by the transmission of any bacterial or viral infection affecting or capable of affecting the health and/or wellbeing of the student, including but not limited to influenza or any variant thereof. Attendance at the college shall constitute a waiver on the part of the student of any liability of the College in this regard. **European and other students** permitted to remain in the jurisdiction of the Republic of Ireland without a visa are also expected to attend fully, even though they are not bound by GNIB rules, and may be removed from the list or expelled for non-attendance. The College policy for minimum attendance is 85% in all cases. **All students of ICOT College are treated alike.** Non-attendance is disruptive to the class and to the learning process. ICOT College Certificates are only given to students who satisfy the 85% attendance regulation and take the mandatory end-of-course exam. Classes start at 9:00 am and 1:00 pm. Students should do their best to arrive at these times as they will not receive confirmed attendance for the first half of class if they arrive more than **15 minutes** late. Students arriving up to 15 minutes late must not disturb the class as they enter. Classes end at **12:15 pm** and **5:00 pm**. Anyone leaving early will not receive attendance for the second half of the class. If there is an emergency, students may request permission from the Director of Studies to leave up to 15 minutes early. Work will not be accepted as a reason to leave early. Nobody may leave more than 15 minutes early without losing attendance for that half of the class. Students accept and are expected to attend classes within the given start and finish times. The college has rights to change the class timing and days as and when required and students do not have rights for refund on the basis of this.

Student Signature

Students are expected to willingly and actively take part in any and all classroom activities, to speak English at all times, and to respect the dignity and person of their teachers and classmates. Students who do not comply with these rules may be asked to leave the classroom with the loss of attendance for that half of class.

Any student found to be tampering with the attendance list on behalf of themselves or any other student may be expelled without prior warning. No member of staff may accept or request money or gifts in exchange for falsifying attendance. Any such request should be reported to the management immediately. Such conduct may result in instant expulsion. It is forbidden for students to film or take pictures during class, without the permission of the teacher and the fellow students. Any student whose name is not on the attendance list must go to the Reception office immediately and may not sign the list. In any circumstances, signing at the bottom of the attendance list is prohibited. Students may not leave the classroom for significant lengths of time during the class. The teacher may remove his or her attendance for absences of more than 15 minutes.

6. LIVE ONLINE CLASSES

Where the College must adapt to the mandated closure of the business, the College will deliver classes online to Students. Students will be expected to make arrangements to follow the directions to joining classes in the online environment. The ICOT online platform allows teachers and students to interact in a dynamic way, so the teacher may ask you to turn on your microphone and camera to interact with him/her, answer questions displayed on the screen, follow a digital board to make examples, etc. Sharing your personal data/log-ins with individuals not enrolled at ICOT College is strictly prohibited. This may result in expulsion and no refund of fees will be given.

The content, form, presentation and material of all classes, including online classes shall remain the sole and exclusive property of the College. No recording is permitted. The sharing of content is not permitted without the express authorisation in writing of the College.

7. EXAMS

Sitting an external examination at the end of each course is a mandatory requirement for all student visa holders. The College will register students for the exam chosen at the time of course purchase, upon the student's request. Students must book their exam with the school's reception team well in advance. By enrolling, the student agrees to prepare for and sit the exam on the date scheduled by the College. All examination rules and instructions will be emailed to students prior to the exam.

In certain circumstances, students may be required to take their exam in a city other than their place of residence. If this occurs, the College will provide full details well in advance. Students are responsible for arranging their own travel and covering all associated costs, including transportation, accommodation, and any other related expenses.

Students may request to change their exam type before the exam is booked. Any changes may be subject to availability and an adjustment fee, if applicable. Failure to attend the exam for which a student has been registered will require to pay the full exam fee again to facilitate rebooking.

7.1. DATA AND GDPR

By your purchase of any course with us and your attendance at the college and participation in studies, the College will receive and retain information about you, such as your date of birth, passport information, gender, nationality etc. The College will only retain and use such data in compliance with its Privacy Policy and in compliance with the General Data Protection Regulation, Regulation 2016/679. The Privacy Policy is available on our website. By your acceptance of a course in the College you shall be deemed to have reviewed and consented to the terms of our policy, as may be amended from time to time.

8. HOLIDAYS

Students are allowed to take a holiday after studying for at least 8 weeks and with at least 80% attendance. Students can take up to 1/3 of the time that they have already studied. For example, after 9 weeks students can have 3 weeks holiday, and after 12 weeks, they can have 4 weeks holiday. Holidays must be booked at least 3 days in advance and will depend on their attendance.

Holidays may be granted outside these conditions in cases of extenuating circumstances. In that case students should provide proof.

This does not include the Christmas holidays during the last weeks of December. Please follow the Academic Calendar from the website for exact dates.

From 01 September 2016, non-EU/EEA International Students will be able to work full-time (up to 40 hours per week) during two periods of the year only - reflecting the traditional summer and winter college holidays:

- Summer break: 1st June – 30th September (4 months)
- Winter break: 15th December – 15th January (1 month)

At all other times, the current term-time limit of 20 working hours per week will apply.

It should be noted also that the hours specified are the maximum that a student can work in any given week and not an average over time. A student who is working for more than one employer remains subject to the overall limits (e.g. during the period when the 20 hour limit applies a student could not work 15 hours each for 2 employers). The permission to work ceases on the expiry of the students Stamp 2 Immigration permission.

9. GENERAL PROVISIONS

- Indemnity – The Student agrees to release, defend (at the College's option) and indemnify the College to include its subsidiaries, officers, directors, employees and agents in respect of any claims, liabilities, damages, losses and expenses including reasonable legal and accounting fees arising as a result of a breach by the Student of the terms contained in this agreement.
- Liability – The College's liability to you in respect of any losses, claims, liabilities, damages and expenses you may have resulting from the actions of the College in respect of non-EU residents are limited to the fees paid by you to the College in the current year. Should the Student be an EU resident then the liability of the College is subject to similar limitations except as varied by European law in respect of intent or gross negligence.
- Jurisdiction – This Agreement and any issues or disputes arising from it shall be governed by the Laws of the Republic of Ireland.
- These terms do not and are not intended to confer any rights or remedies upon any person other than the parties to it.
- If any provision of these terms is held to be invalid or unenforceable such provision shall be struck and will not affect the validity and enforceability of the remaining provisions.
- Except as may be agreed between the parties and signed by both then these terms constitute the entire Agreement between the parties hereto and supersede any and all prior oral or written understandings or agreements between the parties.

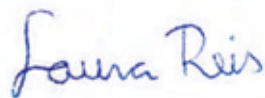
Student Signature

Personal Information:

Name:

Surname:

Date:



Authorized Representative for ICOT College
Laura Reis
Head of Marketing and Sales

Student Signature

PERSONAL

Full Name (as in the passport):

Date of Birth:

Gender:

Nationality:

Email:

Phone number:

PASSPORT

Passport number:

Date of issue:

Expiry date:

Issuing Country:

EMERGENCY CONTACT

Full Name:

Phone Number:

Email:

Relationship:

HOME ADDRESS

Address:

City:

District/Province/County:

Postal Code:

Country:

COURSE INFORMATION

Start Date:

Weeks:

Campus: **CORK** **DUBLIN**

Class Timetable: **AM** **PM**

ICOT Health Insurance: **Yes** **No**

Payment Type: **Full** **Partial**

COURSE TYPE:

- General English Course
- Business English Course
- IELTS Preparation Course

ACCOMMODATION & TRANSFER

Check-in:

Check-out:

Additional Information:

Airport Pickup Date:

Airport Pickup Time:

Flight Number:

Additional Information: