



Terms and Conditions for Group Programmes

Preamble

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

Such items will be governed by a PROGRAMME AGREEMENT document, which will be issued after a customer indicates a willingness to make a booking and DCU LS indicates intent to accept a booking.

Part 1 Definition

- (a) A Group Programme is defined as two or more students attending DCU LS for a training programme.
- (b) These conditions are valid only for groups. Separate terms apply for individual student 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 for Group Programmes. DCU LS will only contract for Group Programmes on the basis of these conditions. By commissioning a Group Programme at DCU LS, the customer is indicating their acceptance of these Terms and Conditions.

Part 3 Group Proposal Requests from Customers

- (a) Customers are invited to submit proposal requests to DCU LS by emailing the desired Group Programme specification to english.courses@dcu.ie
- (b) Once a proposal request is received, DCU LS will revert with a Group Programme proposal in a timely manner.

Part 4 Validity of Proposals

- (a) A Group Programme proposal from DCU LS shall be construed as an Invitation to Treat, i.e. a *mere declaration of willingness to enter into negotiations*. The Group Programme proposal document is not an offer, and cannot be accepted so as to form a binding contract.
- (b) The Group Programme proposal document may be time limited (i.e. valid until a set expiry date).
- (c) The Group Programme proposal document is valid for a set number of attendees – i.e. the customer understands that if a higher or lower number of students attend, the Group Programme price may change.
- (d) As per PART 4 (a), it should be understood that a Group Programme proposal document is not a contract, and does not bind DCU LS into delivering a programme, offering a client an allocation, or agreeing a set price.

PART 5 Bookings

- (a) When the customer wishes to make a Group Programme booking, the customer should contact english.courses@dcu.ie to indicate their willingness to make a Group Programme booking.
- (b) At booking stage, the customer is required to indicate the number of attendees, the required Group Programme dates and their desired Group Programme specification.
- (c) Once DCU LS receives information from the customer as per parts 5 (a) and 5 (b) above, DCU LS will contact the customer to indicate availability and ability to accept the booking.
- (d) The customer will note that the final Group Programme price may differ from the price listed in the original proposal document (as the programme specification may have changed from the original proposal document).
- (e) A Group Programme booking is not confirmed until DCU LS expressly indicates availability and ability to deliver the Group Programme in writing.
- (f) DCU LS has a limited capacity. Where a customer seeks to make a Group Programme booking on desired dates but said dates are not available, DCU LS may propose alternative dates for the customer's Group Programme.
- (g) Customers should not arrange flights or make travel preparations until a Group Programme and Group Programme dates are confirmed by DCU LS. For avoidance of doubt, DCU LS is not liable for consequential loss arising from situations where customers make travel plans for set dates and DCU LS is unable to accept a group for said dates. Therefore, customers should only commence travel plans after DCU LS has confirmed availability for customer's preferred dates for the Group Programme.
- (h) DCU LS recommends that customers make booking requests as early as possible to DCU LS in order to secure their desired specification and Group Programme dates.
- (i) Customers are responsible for obtaining Travel and Medical insurance for their students to protect against loss. DCU LS recommends that customers avail of such insurance.
- (j) The Group Programme specification delivered by DCU LS to the customer's group will be expressly listed on the Group Programme agreement document and Group Programme invoice. For the avoidance of doubt no other services (other than those explicitly listed) are included or implied.



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PART 6 Advance Booking

- (a) Customers are required to make their Group Programme 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 make bookings at least 6-8 weeks in advance of planned Group Programme dates 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 6 weeks advance booking notice is required for groups seeking to attend DCU LS in the months of October, November, December and May.
- (c) The customer 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 Group Registration

- (a) Customers are required to submit a completed Group Programme Registration Sheet (excel document) to DCU LS in order for group registration to be completed.

PART 8 Payment

- (a) Upon booking confirmation by the customer and acceptance by DCU LS, the customer is required to make a booking deposit in order for DCU LS to commence preparations for the Group Programme.
- (b) The balance payment (i.e. payment of remainder of fees due) falls due to DCU LS 6 weeks prior to Group Programme commencement.
- (c) In the event that full payment is not received 6 weeks prior to programme commencement, DCU LS reserves the right to cease preparations for the Group Programme.
- (d) DCU LS does not offer credit to customers for Group Programmes.
- (e) DCU LS reserves the right to cancel a Group Programme where full payment is not received 6 weeks prior to programme commencement.
- (f) The customer 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 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) Students attending Group Programmes 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 – a group 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 Group Programme students to a campus is the decision of DCU LS – i.e. it will not be possible for a customer 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.
- (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) At peak periods, DCU LS may deliver classes on Saturdays and Sundays – therefore Group Programme 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 11 Class Levels and Syllabi

- (a) DCU LS reserves the right to provide mixed-level classes in circumstances where a group presents with a variety of language levels.
E.G. If a group of 15 students attends, and 12 of these students are intermediate level and 3 students are elementary level, the DCU LS teacher will teach items that are compatible with this language range.
- (b) DCU LS retains full autonomy over syllabus delivery, teaching methodology, tuition delivery and associated items to students.
- (c) DCU LS will deliver tuition as per our syllabus.
- (d) No changes can be made to the tuition specification after the final programme specification has been agreed with the customer.



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Part 12 Attendance

- (a) Attendance at classes each day is mandatory.
- (b) Where a student is unable to attend class on a given day, the student or Group Leader should communicate with DCU LS to inform of same as per the policy at: <https://www.english.dcu.ie/Attendance-Absenteeism-Policies>
- (c) A minimum class attendance rate of 65% is required for students to receive DCU LS certification.
- (d) For visa requiring students, a minimum attendance of 85% is required.

Part 13 Course Materials

- (a) For junior students, DCU LS will provide 1x DCU Learning Journal per student. Course books are not provided to junior students.
- (b) 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.
- (c) 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.
- (d) Adult and Junior students are required to bring their own pencils, pens and notebook materials to class each day.

Part 14 Certification and Student Reports

- (a) Adult and Junior students will receive a DCU LS certificate upon completion of their programme as standard.
- (b) Adult students attending courses of two or more weeks duration will receive a Student Report, detailing academic assessment and exit language level.
- (c) Junior students will not receive Student Reports as standard.
- (d) In order for a student to receive certification / report, students are required to fulfill attendance requirements as outlined in Attendance section above.

Part 15 Accommodation – General

- (a) Accommodation for Group Programmes is offered on a first come, first served basis. Early booking is advised.
- (b) Accommodation will only be assigned for groups upon receipt of booking and payment.

Part 16 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 (e.g. prior experience of receiving a student of a similar profile to the incoming student/s).
- (b) Adult students will be placed to Host Families in a single room as standard.
- (c) Junior students will be placed to Host Families on a room sharing basis, with two or three students of the group placed to the Host Family.
- (d) Customers are required to submit Rooming Lists (i.e. details of which students they wish to be placed together into a Host Family) at least 5 weeks before group arrival. DCU will make best efforts to satisfy the preferred rooming list, but this cannot be guaranteed. In the absence of receipt of a Rooming List DCU LS will assign students on a random basis to Host Family room share. DCU LS can facilitate changes to Room Sharing lists post receipt of original Rooming List. The fee to make Rooming List changes are €210 per affected student per change.
- (e) Room share accommodation is only possible for students of the same gender – i.e. no mixed gender pairings are possible for room share. LGBTQ+ student requirements will be dealt with on a case by case basis.
- (f) 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:

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.

- (g) If a serious problem develops at a Host Family (e.g. safety related), we can arrange a change of family for



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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.

- (h) DCU LS places students to neighborhoods 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.
- (i) The student is responsible for travel costs between their Host Family accommodation and our campuses. We recommend that customers include a LEAP Transport Card in the group programme specification to cover these costs. For the avoidance of doubt, DCU LS is not responsible for student travel costs.

Part 17 Accommodation – Residential

- (a) For residence accommodation, adult students will be placed to either single bedrooms or twin bedrooms (in the case of twin bedrooms the student will be placed to a bedroom with another student of the same gender from their group).
- (b) For residence accommodation, junior students will be placed to twin bedrooms as standard. A student will share the twin bedroom with another student of the group of the same gender.
- (c) Students and Group Leaders are subject to DCU LS Residential House Rules.

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) Junior students staying at Host Family accommodation will receive breakfast, packed lunch and dinner daily from Host Families as standard.
- (c) 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.
- (d) Adjustments our standard meals terms is possible for an additional fee.

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.
- (c) For junior students, DCU LS offers full board meals as standard at residential accommodation, consisting of breakfast, hot lunch and dinner on weekdays and breakfast, packed lunch and dinner at weekends. Meals are provided by DCU Restaurant.
- (d) DCU Restaurant can cater for special dietary requirements by arrangement – please inform DCU LS of requirements in advance of arrival. Note – additional fees may apply for such students.
- (e) 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.
- (f) Adjustments our standard meals terms is possible for an additional fee.

Part 20 Cancellation and Refund

- (a) For cancellations received at least 28 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 27 to 21 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 21 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) Customers are liable for any fees incurred to make good damage caused by the customer or their students.
- (b) Customers agree that their students are subject to the DCU LS Student Charter and to abide by the principles



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of good behavior 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 behavioral standards. In such circumstances, no refund will apply and the student will be ejected and excluded from all programme items immediately.

Part 23 Role & Responsibilities of Group Leaders

- (a) For certain Group Programmes (predominantly junior student programmes, but also some adult student programmes), DCU LS will require that leader(s) attend to manage the customer's students.
- (b) The role of the Group Leader is to ensure the care and control of their students – i.e. to act *in loco parentis* for students. DCU LS will not be responsible for *loco parentis* care of students – for avoidance of doubt this is expressly the responsibility of the Group Leader.
- (c) To follow on from above point, the role of the Group Leader is primarily to look after the care and welfare of their students. It is the role of DCU LS staff to assist the leader and to make the leader's job as straightforward as possible, but ultimately it is the leader who has primary care and control of their students. Therefore, it is understood that group leaders are present at DCU LS to fulfill the *loco parentis* requirements for their students.
- (d) The role of a Group Leader is central to the success of a Group Programme at Dublin City University. The role of the leader is to represent the student group to DCU, and to work proactively with DCU to manage the Group Programme.
- (e) DCU LS requires that customers send leaders to us that are: a) fluent in English, b) are of a cooperative and mature disposition and c) for large groups, we require that the leader arrives to Dublin at least 1 day before the arrival of the student group. In the event that this is not possible, we require that the leader is available for a Skype meeting with DCU LS staff, in order for the leader to understand the programme and to meet our staff before the programme begins.

Part 24 Consent – Junior Groups

- (a) Group Leaders / Guardians of Junior Groups are required to sign DCU LS Consent Documentation, and to adhere to DCU LS policy on *loco parentis* criteria.

Part 25 Substitution

- (a) In circumstances where it is impossible to deliver Group Programme specification item(s), DCU LS will deliver a substitute specification item of a similar nature.

Part 26 National Holidays

- (a) DCU LS is closed on national holidays. Group Programme Tuition lost due to national holidays is not made up. Details of national holiday dates are available on the DCU LS website.

Part 27 Social Activities

- (a) Groups are required to attend for social activities at the time allotted for their activity to take place. If a group 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 (it is the responsibility of the leader(s) to ensure that a group arrives on time. No refund will apply in circumstances where a group arrives late and misses an activity as a result.
- (b) Groups and Group Leaders must engage with the DCU LS Activity Leader and follow their direction at all times.
- (c) DCU LS activity leaders are engaged to provide an accompaniment service and to engage with group participants insofar as possible. 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 28 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 groups present 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



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next working day, and are generally not possible outside of working hours.

Part 29 GDPR / Privacy and Marketing

- (a) DCU LS uses customer testimonials, photographs and videos in promotional materials. Customer permission is sought in advance for inclusion in such activities in accordance with the DCU Data Privacy Policy.
- (b) Customers are not permitted to use DCU LS intellectual property without express consent in writing from DCU LS.
- (c) Customers 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 30 Modification of Terms

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

Part 31 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.

Part 32 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. DCU LS can assist with questions regarding visa application, but is not responsible for a customer'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 33 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, 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