




Terms & Conditions


2022

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 These Terms and Conditions apply to all applicants that book and/or study in TALK English schools. Additional terms and conditions may apply to specific packaged programs including teen, university tour, etc. Published documents including the Price List, Booking Form, Course Descriptions, and Academic Timetables may be used as additional sources of information.


1. Validity & Legality

 TALK English schools is referred to as "TALK", the potential student or student is referred to as "Applicant" herein. These Terms and Conditions supersede all previous versions of TALK Terms and Conditions. All legal action related to TALK and Applicant will be subject to the laws of the State of Florida, USA, and will be adjudicated in Broward County. Only this English version is legally binding.


2. Avocational

 All courses are for personal development and do not prepare Applicant for a job of any type.

3. Minimum Age

 For English Program courses the minimum age is 16 and for Professional Development Program courses it is 18. Additional restrictions may apply for Accommodations. TALK does not provide supervision for students who book an adult course. Parents and/or guardians must sign all documentation, including the Booking Form on behalf of an underage Applicant.


4. Booking & Confirmation

 Once TALK is in receipt of the fully completed Booking Form, supplementary documentation, and the non-refundable deposits, the booking will be processed. Booking confirmation only takes place when TALK provides Applicant with a course confirmation, Invoice, and receipt of the non-refundable deposits. Confirmation of accommodations and airport transfer if requested, will be sent when available. All monies paid will be refunded if TALK rejects the booking. Prices are guaranteed for a start date of up to 18 months after the Booking Date when all fees are paid at the time of booking. Prices are only guarantees for the year in which the booking is made if fees are not paid at the time of booking.


5. Books & Materials

 Textbooks are required and not included in pricing.

6. Visas

 TALK is authorized by the US Federal Government to enroll F-1 non-immigrant students and required to comply with the rules and regulations governing the program. This includes requiring students to submit appropriate documentation and maintain attendance and academic progress to maintain their visa status. It is the responsibility of Applicant to learn of, understand, and comply with all visa requirements, including changes and updates, to remain in status in the USA. TALK cannot be held responsible in any way for Applicant failing to remain in status. Applicants give TALK consent to request travel history from Department of Homeland Security.

7. Payment

 Prices are quoted, and payment must be made in USD. Invoices must be paid no less than 30 days prior to the course start date. Payment must include all bank transfer charges (including intermediary bank charges). Credit

card processing charges of 3.5% apply. Applicants that apply through a TALK Representative shall make payment through the Representative.

Tuition: Applicants on a payment plan are subject to the terms and conditions of the payment plan.

Accommodations: Homestays are not guaranteed if booking and paid for, less than 30 days before the start date. Homestays booked but not paid for, less than 30 before the start date, will be rejected. Student Residence and other forms of accommodations are subject to specific case-by-case agreements.

Returned checks incur a \$50 processing fee.

8. Refunds & Cancellation Fees

- i** Refunds are made to the person or entity that made the payment, in the same manner as payment was made. Non-Refundable Fees are listed in the Price List under the heading SUPPLEMENTS (Non-Refundable). When a refund is due, prorated refunds will be calculated on a weekly basis. When determining the number of weeks of a Participant's program, a partial week of attendance is considered the same as if a whole week were completed, provided the Applicant was present at least one day during the scheduled week.

9. Refund Due Dates

- i** If an applicant never attends class or cancels prior to the course start date, all refunds due will be made within 45 days of the course start date or the date of cancellation, whichever is earlier. For an enrolled Applicant, the refund due will be calculated using the last date of attendance (the LDA) and be paid within 45 days from the Date of Determination (DOD). The DOD is the date (1) the Applicant gives notice of withdrawal to the institution, (2) the institution administratively withdraws the Applicant; or (3) the institution terminates the Applicant for cause.

10. Change Requests

- i** There is a non-refundable Change Fee payable at the time the request is made. TALK is not obliged to fulfill any change request, except for cancellations and withdrawals. Change fees may be incurred as follows:
 - 10.1 Before start date: Each time the course, accommodation or school is changed or postponed after Booking confirmation. Additionally, changes requested for accommodations less than 14 days prior to the arrival date, are subject to a fee equivalent to 2-week's accommodation fee.
 - 10.2 After start date: If Participant requests a change of school location, course dates, accommodation or program type after course start date, a minimum of 4 weeks' notice is required. If changing to a location or program with lower fees, the difference in fees will not be refunded. If changing to a more expensive location or program, the difference in fees will be charged. Participant will not be charged a change fee for upgrading or extending their course, provided they do not change their school.

11. Cancellation Prior to Start Date or No Show

- i** 11.1 If Applicant has his/her visa application denied, TALK will refund monies paid, less non-refundable charges, housing and other costs incurred.
- 11.2 TALK will refund monies paid by Applicant if TALK cancels the program after Booking confirmations have been provided.
- 11.3 Except under the circumstance identified in item 11.4 below, if Applicant cancels prior to the start of scheduled classes or never attends class (no show), TALK will refund monies paid, less actual housing and other costs incurred by TALK and a maximum total of US \$500 identified non-refundable charges including Booking fee, courier fees, change fees & travel insurance.
- 11.4 If Applicant enters the United States on an I-20 obtained through TALK and subsequently cancels prior to the start of classes or never attends class (no show), TALK will retain:
 - 11.4.1 For a program of less than 12 weeks, the tuition charges according to the price list for four weeks, actual housing and other costs incurred by TALK, and a maximum total of \$500 for non-refundable charges including Booking Fees, courier fees, change fees and insurance.

11.4.2 For a program of 12 weeks or more, the tuition charges according to the price list for six weeks, any actual housing and other costs incurred by TALK and, a maximum total of \$500 for non-refundable charges, including Booking Fee, courier fees, change fees and insurance.

12. Withdrawal / Termination After the Start

TUITION:

The Period of Financial Obligation (PFO) also called the Enrollment Period, is the period of study for which the Applicant is legally obligated to pay and cannot exceed 12 months. Refunds are calculated as follows:

12.1 Tuition: Used weeks of tuition will be prorated according to the price list and charged back to the Applicant when any refund or modification to the recurring payment agreement is calculated. Waived booking fees will not be charged back to the Applicant.

12.2 Refund amounts will be based on a Applicant's LDA. When determining weeks completed, a partial week will be calculated as a full week, provided the Applicant was present at least one day during that week.

12.3 First PFO: For students whose last day of attendance occurs at any point in the first four weeks of their initial PFO, TALK will retain the charges applicable to the first four weeks. For students, whose last date of attendance occurs after the first four weeks but before or at the mid-point of their PFO, TALK will retain a prorated amount of tuition. For students whose last date of attendance occurs after the midpoint, TALK will retain all amounts paid.

12.4 Subsequent PFOs: For students who have completed the first PFO or extended their enrollment at the institution but whose last date of attendance occurs before or at the midpoint of any subsequent PFO, the institution may retain a prorated amount of tuition for that period. For students whose last date of attendance occurs after the midpoint of any subsequent period of financial obligation, the institution may retain all the tuition for that period.

ACCOMMODATIONS:

12.5 TALK acts strictly as an agent for the Applicant to facilitate the booking process based upon the Applicants' requirements as indicated in the Booking Form. Applicant understands and accepts that TALK is entitled to facilitation fees.


12.6 The Accommodations Booking Fee will be refunded provided Applicant gives at least 30 days' written notice prior to the accommodations start date.

12.7 Applicants must give 4-weeks' written notice to the School Director to terminate. If the 4-week notice period is not provided, a cancellation fee equal to 4 weeks of the accommodation cost will apply.

12.8 Accommodation prices are calculated on a weekly basis and partial weeks are calculated the same as whole weeks. Homestay accommodations pricing is based on a start date of the Sunday prior to the course start date and ending on the Saturday after the course end date. Additional charges will apply where accommodations are required before the first Sunday or after the last Saturday.


12.9 Certain accommodation options may be subject to alternative cancellation charges. Should these differ from above, students will be notified at the time of booking.

13. Airport Transfers

 Flight details including arrival time, flight number, airline, departure, and arrival airport must be provided to TALK no less than 7 days prior to arrival in order to secure airport transfers.


No refunds will be granted on transfers if flight details are sent less than 7 days prior to arrival. Airport transfer fees include a maximum of 1 hour waiting time. In the event of delays exceeding 1 hour, students will be charged the additional fee at the school. Transfer cancellations made less than 48 hours before the scheduled arrival, will be charged in full.

14. Extensions


 Students who wish to extend their studies must complete a Booking or Extension Form. Extensions of less than 8 weeks incur a \$50 admin fee, however an extension of less than 8 weeks is permitted without a charge, once in a 52-week period.

Students who extend their studies may be eligible for cumulative pricing subject to the pricing, payment, and refund policies in place at the time of their extension.

15. Lesson

 Equals 50 minutes of teaching.


16. Class Schedules

 Are subject to change, and classes may be modified or cancelled at TALK's discretion.

17. Attendance

 A minimum attendance level of 80% is required for all courses.


18. Public Holidays

 TALK schools will be closed on Public Holidays. The public holiday dates can be found on the Academic Calendar on the TALK website. Additional holidays may be observed according to individual course schedules and campus policies.

English Program courses start almost every Monday (or Tuesday if a Public Holiday). Professional Development Program courses have fixed start dates.

Tuition refund or make-up classes are provided only for One-on-One classes. Accommodations (if applicable) are provided on holidays.


19. Group Size & Lesson Reduction

 The maximum number of students in a group class is 30. In the event a group class has less than 5 students, TALK, with Applicants' consent, may convert 4 group classes to 1 semi-private class (2 or 3 students) or 6 group classes to 1 private class. If a student does not agree to the reduction of lessons and wishes to change, cancel, or transfer to another location, the student will not be penalized for this change and would be refunded according to TALK's refund policy.


20. One-to-One Lessons

 Will be forfeited unless TALK is provided 72 hours' notice for cancellation, postponement, or changes.

21. Scholarships

 Where scholarship payment to the school is not received by TALK prior to Applicant starting studies, Applicant shall pay deposits and school fees for 4 weeks. If sponsorship funding is not received in a timely manner, Applicant will be expected to pay tuition costs in 4-week installments until the funding has been secured. Applicant will be refunded for all monies received through the Scholarship.

22. Insurance

 TALK requires Applicants to have insurance that includes medical emergency coverage, while enrolled at TALK. Students are not required to have insurance purchased from TALK.

TALK may facilitate the purchase of a travel insurance policy for Applicant, provided the request is received in writing with the Booking Form and the full non-refundable payment is received prior to commencement of classes. TALK is not an Insurance Agent, has no expertise and provides no counsel in this area. It is Applicant's responsibility to evaluate the insurance policy prior to purchase and agrees to hold TALK harmless regarding any and all legal action related to the insurance policy or its purchase. Should Applicant curtail studies, the insurance policy will expire on the last day of enrolment at TALK, terminating insurance coverage. Applicant is

entitled to no refund in-part or in full regarding the non-refundable insurance policy payment after the policy goes into effect.

23. Conduct & Discipline

i TALK may expel or suspend any Applicant whose behavior does not comply with school rules and/or local, state, or federal laws. Refunds will be given according to TALK's refund policy.

Such offences include but are not limited to:

- Under-age possession of alcohol, cigarettes, or tobacco or illegal substances
- Use of drugs or alcohol in school premises
- Deliberate damage to or theft of school property or that of other students
- Violent or threatening behavior
- Attendance level below 80%

24. Promotional Materials

i TALK (and its representatives) may arrange to photograph, record, or shoot video footage of Applicants for promotional purposes, including print and digital media. Any Applicant who does not wish to participate should advise TALK at the time of booking and absent themselves from the photographing or video shooting. By accepting these Terms and Conditions the Applicant (and their parent/guardian if under 18) gives consent to the taking and use of these photographs or video footage without further consent or notification.

25. Data Protection

i Any information provided to TALK may be retained in digital format and utilized in accordance with TALK's data policies and applicable data protection laws.

26. Force Majeure & Reasonable Control

i TALK shall not be responsible for any failure to comply with any of its obligations if the failure is for reasons beyond TALK's reasonable control and despite the exercise of reasonable diligence and without incurring additional costs, cannot be prevented, or avoided. Force majeure events shall include but shall not be limited to, acts of government, civil strife, terrorist activity, natural or nuclear disaster, weather conditions, infectious diseases, and the closure of a TALK school.

27. Emergency Procedures

i When a local, state or government agency, including the police, fire department, CDC, Department of Homeland Security, etc. declares an emergency, schools will take reasonable measures to protect the health and safety of students, teachers, and staff, including school closures and switching to Interactive Distance Learning (IDL) with students requiring internet connected devices and class sizes of up to 30.

28. Liability

i TALK (and its' representatives) shall not be liable when services are not provided to Applicant for reasons beyond the direct and absolute control of TALK (and its representatives) including but not limited to storms & pandemics. Also, TALK (and its representatives) shall not be liable for loss, damage, illness or injury to persons or property however caused, except where such liability is imposed by law.