



# Terms & Conditions

## 2023

# Table of Contents

Preamble.....	4
1. Validity & Legality .....	4
2. Updates to Terms and Conditions .....	4
3. Avocational .....	4
4. Minimum Age .....	4
5. Booking & Confirmation .....	4
6. Period of Price Guarantee .....	5
7. Books & Materials.....	5
8. Visas.....	5
9. Payment .....	5
10. Refunds & Cancellation Fees.....	5
11. Refund Due Dates .....	6
12. Change Requests.....	6
13. Cancellation Prior to Start Date or No Show .....	6
14. Withdrawal / Termination After the Start.....	7
15. Airport Transfers .....	7
16. Extensions.....	8
17. Lesson .....	8
18. Class Schedules .....	8
19. Attendance.....	8
20. Public Holidays.....	8
21. Vacations, LOA, & Medical Leave .....	8
22. Group Class Size & Lesson Reduction.....	9
23. One-to-One Lessons .....	9
24. Scholarships.....	9
25. Accommodation.....	9
26. Insurance .....	9

<b>27.</b>	<b>Conduct &amp; Discipline .....</b>	<b>9</b>
<b>28.</b>	<b>Promotional Materials.....</b>	<b>10</b>
<b>29.</b>	<b>Data Protection.....</b>	<b>10</b>
<b>30.</b>	<b>Force Majeure &amp; Reasonable Control .....</b>	<b>10</b>
<b>31.</b>	<b>Emergency Procedures.....</b>	<b>10</b>
<b>32.</b>	<b>Liability.....</b>	<b>10</b>

## Preamble

**i** These Terms and Conditions (as updated) are referred to in the Booking Form and other school materials and apply to all individuals (referred to as "Students" herein) from the time of booking and terminate at the end of their relationship with TALK Schools (referred to as "TALK"). Additional terms and conditions may apply to accommodations, 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.

These Terms and Conditions have been written by the administrative staff of TALK and are updated frequently to accommodate for a changing legal and regulatory environment, public health concerns, and unforeseen and unexpected circumstances. Only the most current version is valid.

Students, parents, legal guardians, and sponsors should make themselves familiar with these Terms and Conditions and request clarification wherever they have questions, before completing the Booking Form. Submitting the Booking Form with payment of the deposit, indicates understanding, acceptance, and agreement to be bound by these Terms and Conditions as updated from time-to-time.

## 1. Validity & Legality

**i** All legal action related to TALK and Student is subject to the laws of the State of Florida, USA, and will be adjudicated in Broward County. Only this English version is legally binding.

In the case where issues arise in areas not covered by these Terms and Conditions, Florida law shall prevail, without prejudice.

## 2. Updates to Terms and Conditions

**i** TALK has the right to update these Terms and Conditions frequently and without notice and the updated version supersedes all previous versions of the Terms and Conditions. Students, parents, legal guardians, and sponsors accept and agree that frequent updates to the Terms and Conditions is necessary, reasonable, and justifiable.

The year that appears on the cover of this document refers to the year that the Terms and Conditions was updated, and the version refers to the particular update within a year. The Year and Version does not provide a guarantee or indication of any type that the Terms and Conditions will cover a specific period of time.

## 3. Avocational

**i** All courses are for personal or professional development and do not prepare Students for a specific job. No guarantee of employment or employability is implied or guaranteed.

## 4. Minimum Age

**i** For the English Program the minimum age is 16 and for Professional Development Program 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 a student younger than 18 years of age (an "Underage Student").

## 5. Booking & Confirmation

**i** 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 Student with a Booking Confirmation, Course Confirmation, Invoice, and is in receipt of the non-refundable deposits. Confirmation of accommodations and airport transfer if requested, will be sent when the services have been arranged. All monies paid will be refunded if TALK rejects the booking.

Prices are valid for 18 months if all fees are paid at the time of Booking or 9 months if all fees are not paid at the time of Booking.

## 6. Period of Price Guarantee

**i** Pricing (as Invoiced in the Booking confirmation documents) is guaranteed from the date of the booking to July 1<sup>st</sup> of the following calendar year, provided full payment is received prior to Dec 31<sup>st</sup> of the calendar year of the Booking. In the case where full payment is not received prior to Dec 31<sup>st</sup> of the calendar year of the Booking, prices are guaranteed from the date of booking to April 1<sup>st</sup> of the following calendar year.

In the case where the course start date is after the price guarantee period, pricing and payment terms will be revised according to the then current pricing and payment terms.

These terms apply to all bookings including postponements and changes of status.

## 7. Books & Materials

**i** Textbooks are required and not included in pricing.

## 8. Visas

**i** 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 when booking and maintain attendance and academic progress to maintain their visa status. It is the responsibility of Student 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 Student failing to remain in status. Students give TALK consent to request travel history from Department of Homeland Security.

## 9. Payment

**i** Prices are quoted, and payment must be made in USD. Invoices must be paid no less than 30 days prior to the first provision of services. Students that apply through a TALK Representative must make payment through the Representative. Payment must include all bank transfer charges (including intermediary bank charges, if any).

Although TALK may recommend payment through a particular payment-as-a-service company, TALK does not guarantee any aspect of the service and is not liable for loss, directly or indirectly related to the transaction.

All credit card charges incur 3.5% processing fee. Returned checks incur a \$50 processing fee.

Tuition:

Bookings may be cancelled if payment is not received at least 30 days prior to the course start date. Students on a payment plan are also subject to the terms and conditions of the payment plan and are not permitted to attend classes if payments are not received by TALK for ANY reason and may only return to classes when payment is received.

Accommodations:

Accommodations will be arranged only if payment is received at least 30 days prior to the provision of services and will be cancelled if payment is not received at least 14 days prior to the provision of services. Bookings that include accommodations, made less than 30 days prior to the provision of services, even if payment is made with the booking, may not be accepted and the provision of services is not guaranteed.

Student Residence and other forms of accommodations are subject to specific case-by-case agreements

## 10. 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, generally 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 Student was present (even if for a short time) during the scheduled week.

## 11. Refund Due Dates

- i** If Student 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 Student that has commenced studies, 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) Student gives notice of withdrawal to the institution, (2) the institution administratively withdraws Student; or (3) the institution terminates Student for cause.

## 12. Change Requests

- i** A Non-refundable Booking Change Fee applies to changes made to a Booking and is payable at the time the request is made. TALK is not obliged to fulfill any change request, except for cancellations and withdrawals. Change fees are applied as follows:

  - 12.1 Before start date: The first change request will not incur a charge provided it is made more than 14-days prior to the arrival date. The second and subsequent request/s for changes will incur a change fee. 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.
  - 12.2 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.

## 13. Cancellation Prior to Start Date or No Show

- i** 13.1 If Student has his/her visa application denied, TALK will refund monies paid, less non-refundable charges, housing and other costs incurred.
- 13.2 TALK will refund monies paid by Student if TALK cancels the program after Booking confirmations have been provided.
- 13.3 Except under the circumstance identified in item 13.4 below, if Student 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.
- 13.4 If Student 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 monies as follows:
  - English Program
    - 13.4.1 For a program of 4 weeks or less, all tuition charges, 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.
    - 13.4.2 For a program of 5 to 11 weeks, the tuition charges according to the price list for 4 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.
    - 13.4.3 For a program of 12 weeks or more, the tuition charges according to the price list for 6 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.
  - Professional Development Program
    - 13.4.4 TALK shall retain 50% of tuition charges for 1 course, 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.

## 14. Withdrawal / Termination After the Start



### TUITION:

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

#### English Program

- 14.1 Used weeks of tuition will be prorated according to the price list and charged back to Student when any refund or modification to the recurring payment agreement is calculated. Waived booking fees will not be charged back to Student.
- 14.2 Refund amounts will be based on a Student's LDA. When determining weeks completed, a partial week will be calculated as a full week, provided Student was present at least one day during that week.
- 14.3 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 and all recurring payments must be completed according to the agreement.
- 14.4 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.

#### Professional Development Program

- 14.5 Students that withdraw or terminate their studies during the first week of a course will be charged 50% of the course fees
- 14.6 Students that withdraw or terminate their studies after the first week of a course will be charged 100% of the course fees

### ACCOMMODATIONS:

- 14.7 TALK acts strictly as an agent for Student to facilitate the booking process based upon Students' requirements as indicated in the Booking Form. Student understands and accepts that TALK is entitled to facilitation fees.
- 14.8 The Accommodations Booking Fee will be refunded provided Student gives at least 30 days' written notice prior to the accommodations start date.
- 14.9 Students 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.
- 14.10 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.
- 14.11 Certain accommodation options may be subject to alternative cancellation charges. Should these differ from above, students will be notified at the time of booking.

## 15 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.

## 16 Extensions

**i** 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.

## 17 Lesson

**i** Equals 1 Clock Hour or 50 minutes of teaching within a 60-minute period.

## 18 Class Schedules

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

## 19 Attendance

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

## 20 Public Holidays

**i** 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.

### Public Holidays – 2023

Date	Holiday	Date	Holiday	Date	Holiday
Jan 2 (Mon)	New Year's*	May 29 (Mon)	Memorial	Nov 10 (Fri)	Veterans*
Jan 16 (Mon)	M. L. King	Jun 19 (Mon)	Juneteenth	Nov 23 (Thu)	Thanksgiving
Feb 20 (Mon)	Presidents	Jul 4 (Tue)	Independence	Nov 24 (Fri)	Day after Thanksgiving
Apr 17 (Mon)	Patriots'	Sep 4 (Mon)	Labor	Dec 25 (Mon)	Christmas*
May 1 (Mon)	Teacher Appreciation*	Oct 9 (Mon)	Indigenous Peoples' / Columbus	Jan 1, 2024 (Mon)	New Year's 2024

\* Observed

## 21 Vacations, LOA, & Medical Leave

**i** Students may take vacations, leave-of-absence (LOA), and medical leave with written permission, according to the current TALK policy. Students that do not get written permission will be marked as absent.



## 22 Group Class Size & Lesson Reduction

### 22.1 English Program:


The maximum number of students in a group class is 30.

In the event a group class has less than 5 students, TALK, with Students' 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 will be refunded according to TALK's refund policy.


### 22.2 Professional Development Program:

The maximum number of students in a group class is 60.


## 23 One-to-One Lessons

 Lessons will be forfeited unless TALK is provided 48 hours' notice for cancellation, postponement, or changes.


## 24 Scholarships

 Where the Scholarship payment is not received by TALK prior to Student starting studies, Student shall pay deposits and school fees (including accommodation and other services if booked) for 4 weeks. If sponsorship funding is not received in a timely manner, Student will be expected to pay school fees in 4-week installments until the funding is received by TALK. Student will be refunded for all monies received through the Scholarship.

## 25 Accommodation

 Students (and their family members, friends, or guests) are required to behave in an acceptable manner and according to accommodation rules. Students should review the accommodation providers rules before completing the Booking Form. By submitting the Booking Form, Students accept and agree to and abide by these rules.

## 26 Insurance

 TALK requires Students 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 Student, 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 Student's responsibility to evaluate the insurance policy prior to purchase and agrees to hold TALK harmless regarding all legal action related to the insurance policy or its purchase. Should Student curtail studies, the insurance policy will expire on the last day of enrolment at TALK, terminating insurance coverage. Student is entitled to no refund in-part or in full regarding the non-refundable insurance policy payment after the policy goes into effect.

Should Student choose not to enroll in insurance, through TALK or otherwise, Student is required to sign a medical liability and insurance waiver absolving TALK of all responsibility related to medical expenses.

## 27 Conduct & Discipline

 TALK may expel or suspend any Student 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%

## 28 Promotional Materials

**i** TALK (and its representatives) may arrange to photograph, record, or shoot video footage of Students for promotional purposes, including print and digital media. Any Student 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 Student (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.

## 29 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.

## 30 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.

## 31 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.

## 32 Liability

**i** TALK (and its' representatives) shall not be liable when services are not provided to Student 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. In the case where such liability is imposed by law, TALK's liability is limited to the amount of money it has received from Student/s.