

## **TERMS AND CONDITIONS**

Brookfield Education and Training Limited is registered in England and Wales (no 9751112) with a registered office at 122A Epsom High Street, Epsom KT19 8BJ. By paying either a deposit or full fees you have read, understood and agree to the following terms and conditions. All terms and conditions are applicable to direct students and agents unless variations are expressly agreed between the agent and Brookfield Education and Training Ltd.

### **1. BOOKING**

Brookfield Education and Training holds firm bookings and reservations (also “options” and “allocations”) for a client subject to receipt of payment(s) to Brookfield Education and Training accounts department or our bankers by latest due dates as dated on invoice(s). Unless clear cancellation is made or extension(s) or alterations(s) to due dates are agreed by Brookfield Education and Training, bookings are immediately released if payments as specified are not then received in full.

Please note that no reminders are sent and that partial payments of amounts due or any payment which falls short of the full amount stated will not be sufficient to retain bookings. Notification(s) of payment(s) will not be sufficient to retain bookings, unless the payment arrives on time or an extension has been agreed by Brookfield Education and Training. Failure of an agent or client to secure a specific booking or reservation by appropriate payment, or alternatively to make clear cancellation, may result in the release of other or all reservations, options, or allocations held by Brookfield Education and Training for that client.

If credit facilities have been specifically agreed in writing between Brookfield Education and Training and an agent or client, such payments/dates as have been specifically agreed will apply, notwithstanding any different due dates as stated on the invoice. However, if such agreement is not met by a client and sufficient payments are not received by the required dates, credit facilities for that client are automatically suspended. All reservations, options and allocations become then subject to immediate release and may only be re-instated (in part or in full) at the discretion of Brookfield Education and Training after full payment of outstanding account(s) has been received and subject to the availability of places.

In cases where any customers are immediately arriving on or already following a Brookfield Education and Training programme, and there are any overdue invoices relating to them or their agents, Brookfield Education and Training may at its discretion and without notice refuse or discontinue services to those customers.

### **2. AGE**

The minimum age is 14 years old. The maximum age differs between the course destinations and information can be found on our website. Please note that Brookfield Education and Training does not provide supervision for students who book an adult course.

### **3. VISAS**

Students are responsible for fully complying with all requirements of the Immigration Authorities both before and during their stay in their chosen country. If they fail to comply with these requirements and are expelled from the country, they will not be entitled to any refund of fees. Brookfield Education and Training reserves the right to refuse an application if we do not think there is an intention to comply with any of the Immigration Authority regulations.

Students should contact their local embassy, consulate or High Commission to ensure they are allowed to enter and study in the United Kingdom. Brookfield Education and Training will endeavour to support students at all times, but cannot be held responsible for decisions taken by embassies or Immigration Police regarding entry visas or extensions, or regarding changes made to regulations.

Should the student's arrival date be postponed due to a delayed visa application, we cannot guarantee the original accommodation allocation, and we reserve the right to offer alternative accommodation. We also reserve the right to charge additional accommodation fees if less than 1 weeks' notice is provided.

If the visa application is refused, an original copy of the visa refusal letter must be provided. Fees will not be refunded if the visa is refused through the student's own doing. Fees, excluding the non-refundable deposit (see below), will be refunded to the fee payer if the visa was refused through no fault of the student. If you reapply for a visa after being refused, you will not have to pay the deposit fee again, but you will incur any registration or visa documentation related fees (CAS).

A cancellation fee equivalent to 50% will apply if we receive written confirmation of a visa rejection less than 1 week before the arrival date.

We will not refund any fees paid if students withdraw their application after a visa has been issued.

### **4. PAYMENTS**

A non-refundable deposit of £435.00 GBP will secure the booking, payable at the time of booking or 4 months before arrival.

The payment schedule of the course will be as follows:

Deposit required to secure bookings (non-refundable) £435.00 GBP

Remaining amounts: 50% by 15<sup>th</sup> April 2018

50% by 15<sup>th</sup> May 2018

The prices for all courses are in £GBP.

Deposits and fees are not transferrable between students.

Transfer and accommodation details will be released 14 days prior to arrival date, subject to receipt of full payment.

## **5. CANCELLATIONS AND REFUNDS**

Written notification of cancellation must be submitted in order to provide refunds.

Any deposits and instalments (groups only) paid are normally non-refundable in case of any cancellation by the client.

A group deposit is a firm deposit per place and not a sum on account of the final invoice, i.e. if 60 places are booked and only 50 confirm 10 deposits are lost.

An instalment payment for a group, however, is considered a part-payment of the final balance due, which will be adjusted to represent the actual number of places finally taken up, less any cancellation charges.

Cancellation charges are as follows:

More than 60 days before commencement: 10%

Between 60 days and 30 days before commencement: 50%

Less than 30 days before commencement: 100%

If a replacement is found for a cancelling student (i.e. for the same dates and services) no cancellation charges will be made, but an amendment charge will be levied.

Cancellation charges are not normally varied in case of illness, accident, bereavement etc. It is the customer or agent's responsibility to ensure adequate insurance regarding cancellation.

Cancellation charges apply not only for cancellation of the whole of the services booked, but also regarding cancellation of part of the services booked (e.g. any supplementary tours, flying lessons or transactions etc) or of cancellation of part of the time period booked e.g. a reduction in the number of weeks or nights. There are no refunds appertaining to any services not taken up or cancelled by the customer during the programme (i.e. after arrival) e.g. in cases of late arrival, early departure (for whatever reason), illness, accident, absence or change of mind. The full invoice charge applies, even in the cases where the invoice remains to be settled.

No refund is due in case of expulsion or suspension of a customer from a programme for irregular, anti-social or disruptive behaviour.

## **6. AMENDMENTS TO BOOKINGS**

Any changes to bookings are subject to availability. Any additional fees that may be incurred due to a change must be paid for in advance of the change being implemented. If a customer, group or agent client changes (or wishes to change) the services requested or dates of arrival/departure without notification (e.g. on or after arrival) Brookfield Education and Training will not be obliged to service these changes (e.g. re: early arrival/late departure). In case of changes of dates and services an amendment charge may also be levied, and/or the appropriate charges for any accommodation nights or services other than those booked.

Prices as invoiced represent a contract of booking and will not be altered by Brookfield Education and Training except in case of extraordinary circumstances beyond our control e.g. act of government, excessive currency fluctuations etc. However, Brookfield Education and Training may alter its prices as per its general tariffs or its agency agreements at any time without notice before any booking has been confirmed or invoiced.

Brookfield Education and Training reserve the right to amend the program e.g. by cancellation of reserved places in schools, halls of residence or hotels, or in rare cases where the bookings received for a programme or any option associated with it do not reach the number required to viably operate it (such cases must normally be notified at least two weeks before the programme is due to commence). Brookfield Education and Training shall whenever possible inform the client of such changes and if these are substantial, the client may choose to cancel (but only within 7 days of the date of notification) and a full refund will be awarded. No other claims for compensation or expenses will be considered.

Any schedules or lists of customer activities (e.g. flying or sports) published by Brookfield Education and Training are subject to change at any time regarding the timing or type of activity, providing that the overall 'package of services' is in substance fulfilled.

Some teaching or living accommodation provided by Brookfield Education and Training's Partners may include access to communal or other facilities e.g. swimming pools, tennis courts, and it is always possible that such facilities may be withdrawn from service during the whole or part of the stay or tour e.g. for maintenance.

Any accommodation or services booked for a customer are reserved exclusively for those (named) customers. No other persons may use these in addition or by substitution without written permission by a Brookfield Education and Training representative, in which case extra charges may be levied.

## **7. FLYING LESSONS**

If the student attending the course has any amount of flying experience, it is at his/her discretion to inform us and bring their pilot's log book. In this way flying lessons appropriate to the student's experience may be scheduled. Otherwise it will be assumed that students have zero hours flying experience.

Flying lessons are weather dependant and may be rescheduled within the duration of the course if necessary. The lessons are scheduled during the first week to allow re-scheduling during the second week in case of inclement weather. In the unlikely event that the weather is so poor for so long that the scheduled amount of flying lessons cannot be given, appropriate refunds representing the value of the cancelled lessons will be made.

## **8. COMPLAINTS**

In the unlikely event that a customer wishes to complain about any aspect of the services provided by Brookfield Education and Training, the complaint should be made in the first instance to the Brookfield Education and Training Manager, Guide or Representative on site, or by telephone to

Brookfield Head Office. In the event that the matter is not resolved, the customer or their agent should make an immediate complaint in writing to Brookfield Education and Training Head Office.

The complaint (to Head Office) must be received within one month of the customer's return.

The customer must register in writing his initial complaint with the Brookfield Education and Training Manager or Representative responsible at the earliest opportunity during the programme.

The invoice relating to the customer and all other payments due from the same agency-client must have been settled in full.

## **9. BEHAVIOUR**

A reasonable standard of conduct is expected on all programmes including good attendance, punctuality and study performance. A customer may be suspended or expelled without refund in case of extremely irregular or anti-social behaviour. Any damages caused by a customer must be paid for by that customer in full. A deposit will in some cases be collected from each student on arrival and will be refunded on the final day providing no damage has been caused.

We will not accept: poor attendance; disrespect to members of staff or other students: foul, inappropriate or abusive language, violence, intimidating or insulting behaviour, bullying, any form of discrimination (including based on race, gender, religious beliefs or sexuality), or any other act or behaviour that does or may bring Brookfield Education and Training or its partners into disrepute or cause any harm or suffering to staff, other students or members of the public.

If the student fails to meet our minimum conduct requirements, we may expel them. We may also take any further action we think is appropriate including informing the appropriate immigration authorities and, if they are under 18 years of age, their parent(s) or guardian.

Students must use our computers and internet access in accordance with our instructions and applicable codes of conduct. Students may not use our computers or internet access for any illegal or unauthorised purposes (including accessing pornographic, obscene or illegal material) or for any commercial purposes.

In the event of expulsion due to inappropriate conduct, there will be no refund of unused tuition fees. Accommodation fees will be refunded, less the notice period amount.

Repatriation is at the student's own expense.

## **10. ACCOMMODATION**

Accommodation details will be issued to the student after receipt of full fees. Unless agreed otherwise, services are not guaranteed to commence earlier than 15.00 hrs on the day of arrival or to continue later than 11.00 hrs on the day of departure. Clients may only arrive earlier/depart later by prior agreement. This may involve extra charges.

Groups must advise us of their specific arrival and departure dates and times prior to arrival, which may be adjusted later if necessary.

All charges are on a per week basis and not a 'calendar month'. If students have been approved to stay extra nights that will incur extra fees.

Whilst Brookfield Education and Training will always strive to provide the type of accommodation requested, there may be times when a type may not be available. In these instances, the student will be given the opportunity to select an alternative type, or decline to accept accommodation. Brookfield Education and Training is not obligated to guarantee a particular accommodation type at any time.

#### **11. PHOTOGRAPHY**

We may take photographs and films of students for promotional and marketing purposes. Students must let us know if they do not wish to be photographed or filmed. Brookfield Education and Training have the right to utilise any photographs of the course activities for promotional purposes only. By signing the registration form, the student, his/her parent or guardian authorise use of this material.

#### **12. FORCE MAJEURE**

We are not responsible for any events outside our reasonable control which may cause the cancellation of any services. Events outside our reasonable control may include, without limitation, war, riot, civil strife, industrial dispute, terrorist activity, disaster, storm or other extreme weather conditions, flood, plague and infectious disease.

#### **13. SERVICES**

Brookfield Education and Training reserves the right to change details of its services, including courses, facilities, accommodation and course dates, where circumstances beyond its control necessitate such changes or where the number of enrolments is not enough to operate a course viably.

#### **14. LIABILITY**

Brookfield Education and Training or its partners will not be held liable for loss, damage, or injury to persons or property while attending the course. The student is solely responsible for the safety of any personal property they bring, including any post sent to them and exam results or certificates.

Students must pay for any damages they cause to Brookfield Education and Training and its partners property or to property in which they are housed.

#### **15. INSURANCE**

Students are solely responsible for and must provide evidence ensuring they have appropriate insurance in place to cover their travel and attendance on the course.

## **16. DATA PROTECTION**

In order to deliver education and protect welfare, Brookfield Education and Training will collect, keep and otherwise process personal data, including sensitive personal data that relates to the student and their circumstances. This will include their name, and contact details and where appropriate those of their parents, guardian, agent or sponsor. We will also keep data about their education, health, welfare, accommodation, travel, passport, visa, finances and fees.

We will keep this information secure at all times We will also release the data where it is legally required or lawful to do so, or in the event of a medical emergency if it is necessary to protect their health or the health of others.

We may also provide reports to their agent, parent or guardian on their progress.

The student consents to their personal data being stored, processed and released by Brookfield Education and Training in this way. They consent to their sensitive personal data including health, welfare, nationality, ethnicity, religious and other data being stored, processed and released by Brookfield Education and Training in this way.

On the first day of the student's Course, they must provide their passport. It will be copied and the original returned to them.

We will ask the student to provide us with certain Personal Information. It is the student's responsibility to update any Personal Information they give us if it changes.

We will comply at all times with our obligations under the Data Protection Act 1998 in relation to the student's Personal Information.