

Terms and Conditions:

1. Enrolment and Tuition Fees

- 1 Babel Academy will advise Students on the suitability of Courses based on the information provided but the Student is solely responsible for selecting the Course that is most suitable.
- 2 The Student must ensure that he or she enrolls in sufficient time to ensure that a Visa can be obtained and that all requirements of the Irish Immigration Authorities are met.
3. Places on Courses are subject to availability and may be refused at the School's discretion.
4. The minimum age for enrolment is 18 years on our adult programmes. We may accept under 18-year-olds on certain adult programmes. Such students will only be enrolled on a course if their parents/legal guardians have completed and signed a Parental Consent form. By signing this form parents acknowledge that their child will be studying in an adult centre and that the Babel Academy is not legally responsible for the child.
5. Class sizes may vary depending on particular courses but in line with statutory requirements.
6. Payments are due 4 weeks before commencement of course.
7. The payment of all fees must be paid in full before commencing the Course
8. Once paid, Tuition Fees cannot be transferred for the benefit of another student
9. For Junior and Group bookings a 25% deposit is required to secure the booking.

2. Irish immigration authorities:

1. Student are responsible for complying in full with any requirements of the Irish Immigration Authorities before the commencement of the Course and throughout the duration of the Course.
2. If required, Babel Academy will provide the Student with appropriate written confirmation of the status of the Student's application for the Course and will allow the Student to forward such written confirmation to the Irish Immigration Authorities as proof of enrolment.
3. If, during the duration of the Course, the Student needs to extend his/her Visa then the Student is responsible for ensuring that the extension is obtained. Provided that the Student has complied in full with these terms and conditions, Babel Academy will provide the Student with the appropriate documents
4. Babel Academy reserves the right not to enroll any Student if it believes that his/her intentions do not comply with the Irish Immigration Authorities rules and regulations
5. The Student must allow Babel Academy to inspect and copy the Student's passport and any other documents relating to the Student's Visa

6. It is a statutory requirement that all students enrolled on a Study visa must register for an external exam as part of their visa issuance. It is the responsibility of the school to register all students for their end-of-course exam. All examination fees must be paid in full prior to GNIB letter being issued.

7. Babel Academy will accommodate all reasonable requests for the timetabling of the student's external end-of-course exam. However, it is the responsibility of the student to ensure they have the schedule and date(s) for the exam. No refund will be issued for students who leave their course early and are unable to sit the external end-of-course exam.

8. It is the student's responsibility to ensure that all email and other contact details are correct at the time of exam registration. Babel Academy will not be held responsible for information not received due to incorrect contact information.

9. No refund will be given if a student is unable to attend their registered end-of-course exam schedule or departs their course before the scheduled exam date.

3. Administration of Classes

1. The Student will be required to provide Babel Academy with such Personal Information as the School reasonably requires and the Student will ensure that such Personal Information is updated in the event of any changes

2. The Student permits the School to store records of the Student's Personal Information and to disclose this information to others as required by law

3. Failure to start the Course on its commencement date or failure to complete the Course without providing an acceptable explanation to the School will result in the expulsion of the Student from the Course and notification to the Immigration Authorities where relevant without a refund or transfer to another Course

4. All student requests for changes to time and date of classes are subject to availability and at the School's discretion

5. The duration of the Course or the time allotted to complete the Course will not be extended by unauthorised absences or uncertified illnesses.

6. No tuition is given on public holidays. Public Holidays during term time are: March 17/Easter Monday/ The first Monday in May, June and August/The Last Monday in October.

7. Babel Academy will use its reasonable endeavours to accommodate students in relation to the location and timing of classes but reserves the right to change teachers, times and rooms and to combine classes for different Courses at its discretion

8. For Courses that have entry level requirements or for Courses in relation to which the Student has received a conditional offer, if it is found that the Student's written and spoken English does not

meet the requirements of the Course, then the Student will be required to complete an additional language course and the cost of such course will be payable by the Student prior to the commencement of the additional course

9. Should the Student wish to transfer to another Course, this will be at the School's discretion and subject to the grant of permission by the Irish Immigration Authorities if applicable.

10. All Students are required to take a test prior to commencement of their Course to determine the appropriate level of study on the Student's chosen Course

11. The School's decision as to the appropriate level of study for the Student is final and no refund of Tuition Fees will be given if the Student is dissatisfied with the allocated level of study.

4. Cancellations and Refunds:

1. Registration fees, where applicable, are non-refundable.
2. For cancellation due to inability to obtain a visa a full refund minus €100 cancellation fee is made.
3. No refund will be paid if refusal is due to the fact that the Student has not taken the required steps in applying for a Visa
4. The original letter from the Irish Immigration Authorities indicating the refusal of a Visa must be submitted to the School.
5. For cancellations for non-visa reasons made more than 4 weeks before the commencement date, tuition fees are refunded in full.
6. For cancellations for non-visa reasons made less than 4 weeks before the commencement date, 50% of tuition fees are refunded.
7. For cancellations made less than 24 hours before the commencement of services date, no refund is possible.
8. Where a student has commenced services and then leaves for any reason, no refund can be made.
9. Notification of cancellation must be received in writing (letter/email) during office hours in local time in Ireland (08:30 to 17.00).
10. Approved refunds will be sent within 20 days of notice of cancellation. Sending bank charges will be deducted from the balance being refunded.

11. Cancellation fees and Terms & Conditions apply to all services provided by the school including accommodation and transfer services.
12. Any refunds due must be returned to the person or company who made the initial payment.
13. Should a student be refused entry to the state at the port of entry on arrival or by customs no refund will be due.

5. Holidays

1. Students may be entitled to take holidays depending on the administration of their chosen Course.
2. Students may be required to use some of their holiday allowance during periods when the School closes for public holidays (including, but not limited to, over Christmas, Summer and the new year period) and there will be no reduction in Tuition Fees should the School close for public holidays or School training days.
3. Students are required to book their holidays in advance.
4. Babel Academy has the right to insist that Students use their holiday entitlement at particular times and no refund of Tuition Fees will be available if the Student is not willing or able to take holidays at such times.
5. Students attending the Academic Year programme are not allowed to take any unscheduled holidays. Students may have reason to request an unscheduled break from their studies in exceptional circumstances such as extended personal sick leave, or an emergency visit home due to the death or ill health of a close family member. In this instance, students should contact the school immediately. The application for unscheduled leave must normally be accompanied by documentary evidence, for example, medical certificates from a registered medical practitioner.

6. Accommodation and Transfers

1. Every attempt will be made by the school to find accommodation to the Student's preference but the Student's first choice of Accommodation may not always be available.
2. Babel Academy reserves the right to adjust the price of homestay, residential or hotel accommodation due to external factors beyond the school's authority.
3. Arrival and departure dates may only be changed by special arrangement and changes may be subject to a surcharge
4. Any request to change Accommodation after arrival will be dealt with at the School's discretion and subject to availability.

5. Babel Academy has the right, where reasonable to remove the student from the Accommodation for unacceptable behaviour. For the avoidance of doubt the School views unacceptable behaviour as including but not limited to, causing damage to property, causing disturbance or nuisance, abusive or disrespectful conduct, failing to observe house rules.

6. In relation to airport collections, the Student is responsible for supplying full and correct information of travel requirements and for updating this information as and when necessary.

7. The fee charged to the Student for collection from the airport will include waiting time of 1 hour and 30 minutes from the time of arrival that the Student has specified to the School. Any additional waiting time will be charged at the rate of €10 for every thirty minutes.

7. Attendance and Timekeeping

1. Students are obliged to attend all classes and to observe the timetables set in relation to their Course and Babel Academy will not be responsible if the Student misses any teaching time. The School will only issue documents indicating completion of the Course if attendance and performance has been satisfactory in the School's opinion.

2. Students must arrive at classes before the published start time and return promptly after any break. If a Student arrives more than 15 minutes late to a class then the Student will be excluded from class and no refund of Tuition Fees paid will be made as a result. If a Student is persistently late to classes, the Student may be excluded from the Course and no refund of Tuition Fees will be made as a result.

3. if a student is absent from class due to illness, a doctor's certificate must be provided.

4. If a Student has ongoing low attendance, and is studying on a Visa, the Irish Immigration Authorities will be informed in line with statutory requirements.

5. if, due to unauthorised absences, the Student is excluded from the Course, no refunds of Fees or extension of teaching time will be given.

8. Code of Conduct

1. Students must use English as their common language while in the school premises or while attending school activities.
2. Babel Academy of English prohibits discrimination towards any group or individuals in any form, inclusive of, but not limited to age, gender, sexual orientation, race or nationality, ethnic or ethos-religious background.
3. Disciplinary action will be taken against students for breaches of Babel Academy of English rules and directions concerning acceptable and unacceptable behaviour either on campus or

where such breaches occur off-campus while on course related activities or while availing of Babel Academy of English services, such as accommodation, transfers and social programme.

Unacceptable behaviour includes but is not limited to:

- Disobeying any reasonable direction by a Babel Academy of English staff member.
- Not observing class rules set by the teachers.
- Smoking in the building (You may only leave the building to smoke during scheduled breaks).
- Swearing, abusing or disrespecting other students or staff.
- Endangering the lives of others.
- Selling, using, distributing and/or being in possession (under the influence) of drugs whilst attending classes.
- Selling, consuming, distributing or being under the influence of alcohol whilst attending classes.
- Wilful damage to or theft of Babel Academy of English property, or property entrusted to the School's care.
- Accessing, storing, processing or transmitting any information deemed to be threatening, obscene, pornographic or harassing in nature.
- Unauthorised use of Babel Academy of English intellectual property including School name, logo, training manuals/materials, trademarks, designs, confidential information and copyright material.
- Behave in a manner that interferes with the learning of others.
- Failure to return library or other property loaned by Babel Academy of English by the required date.
- Viewing or distributing offensive material via the Internet, e-mail or other means.
- Discrimination, harassment and victimisation.
- Bullying and intimidation.
- Making racist or sexist comments.
- Behaving in a disruptive manner such as swearing, yelling or using offensive language.
- Assaulting or attempting to assault anyone while on Babel Academy of English premises.
- Inappropriate possession of guns, knives or other weapons while engaging in Babel Academy of English activities.

9. Consequences of Unacceptable Conduct

1. A teacher can ask a student to leave the classroom or refuse entry to a classroom if behaviour is disruptive or dangerous. The teacher issuing the suspension will advise the Academic Manager immediately and complete an incident report.

2. In case of suspension, The Academic Manager will hold a disciplinary meeting with the student to discuss the reason for suspension and will give the student reasonable opportunity to be heard in respect to the misconduct.

3. Following the disciplinary meeting the Academic Manager will take one of the following courses of action:

(i) modify or dismiss the charge.

- (ii) reprimand and warn the student against repeating the behaviour.
- (iii) recommend that further action be taken.

4. If the student wishes to appeal the decision made, they must complete a Student Complaint Form within 7 days of the decision being made. The appeal will be dealt with in accordance with the [school's Complaints Policy and Procedure](#).

10. Events outside the School's control

1. Babel Academy will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations in relation to the Student's Course, Social Programme Activity or Accommodation that is caused by events outside the School's reasonable control (Force Majeure Event)

2. A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond the School's reasonable control and includes, in particular (without limitation), the following:

- strikes or labour disputes
- civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster
- impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport
- impossibility of the use of public or private telecommunications networks

3. Babel Academy will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which the School's obligations can be performed despite the Force Majeure Event

11. Liability

1. Babel Academy shall not be liable to any Student for any loss or damage which arises out of or in connection with or as a consequence of the Student's use of the School's premises, including, but not being limited to, loss of profit, damage to or loss of property or items belonging to the Student and any personal injury to the student (but only so far as such injury is not caused by the School's negligence)

2. The School is not responsible for the safekeeping and delivery of any post, fax etc. sent to the Student at the School address or for the safekeeping of exam results or certificates

3. These Terms and Conditions shall be governed by Irish law and Babel Academy and the Student agree to the nonexclusive jurisdiction of the Irish courts.