



Covid-19 Terms and Conditions

29 August 2020

Legally binding nature of these Terms and Conditions

These terms and conditions (including the application form set out in Schedule at the end of this document) are the terms upon which Rockbrook International (company registration number 9672669S trading as Rockbrook International Education henceforth known as (“**COMPANY**”, **we**”, “**us**”, “**our**”) will provide services to you This is a legally binding agreement. Please read it carefully to ensure you are familiar with each of its terms.

Background

The Covid-19 global pandemic has affected over 200 countries and territories worldwide with devastating and far-reaching consequences for all sections of their populations. In particular, students have had to cope with this challenge at a critical time in their lives, when the importance of social interaction and education plays such a central part in the growth of their learning journeys.

However, the situation is improving in most countries and thankfully, here in Ireland, we are seeing significant advances in the control of the virus. It is with real optimism that we can look forward to welcoming our students back into the schools for the new academic year.

Nevertheless, we are also cognisant that the conditions for the reopening of schools must adhere to the strict requirements and important guidelines as detailed by the Government of Ireland for the safety of all the students in our care.

To this end and to ensure that you understand the terms and conditions of our service, we have developed a number of policies which will come into force at the beginning of this academic year and we would urge you to familiarise yourself with these new arrangements. Please also be aware that the situation continues to be monitored and changes in government policy may alter existing requirements.

Arrival and quarantine

All students are required to take adequate precautions when travelling to Ireland. This includes the wearing of an appropriate face mask or covering and taking the required precaution of washing hands and employing correct hygiene protocols.

Currently, all entrants to the country are required to self-isolate and quarantine for a period of fourteen days. This will necessitate staying at a single address during the quarantine period and may also require the student to arrive in Ireland mid-August. It is a criminal offence



under the *Health Act 1947 (Section 31A – Temporary Requirements) (Covid-19 Passenger Locator Form) Regulations 2020* to complete the COVID19 Passenger Location Form relating to the address a person will stay at in an inaccurate or misleading manner.

This may change and the requirement may be lifted on government advice only. We will keep you updated accordingly.

For now, students arriving into the country will be accommodated in one of following situations:

- Some boarding schools are providing the fourteen-day quarantine and will require their students to arrive in advance of the school term starting. In such cases, the boarding schools may levy an additional charge for the accommodation and supervision
- Homestay accommodation will be provided for the period of quarantine in one of our selected families. This family may or may not be the family that provides the accommodation for the remainder of the programme. If the student has to arrive before the official programme start date in order to complete the quarantine
- Parents may wish to accompany their son or daughter for the quarantine period if they are residing at the same address.

A Potential Second Wave of the Virus

In the event that there is a second wave of the pandemic and schools are required to close again following their scheduled reopening in August, your son or daughter may remain with the homestay family only where the homestay family is in agreement.

In circumstances where the homestay family is unable to accommodate a student during a school closure mandated by the Government of Ireland, COMPANY will endeavour to secure an alternative homestay accommodation.

In the event that COMPANY is unable to source another homestay accommodation, COMPANY will advise that your son or daughter return home and complete the programme in their country of origin. In such circumstances COMPANY is not liable for costs in relation to flights or to airport transfers.





It is important to note that if schools are required to close in part or wholly, tuition will be maintained through an online or 'blended' learning programme to ensure that the curriculum is delivered appropriately to students, whether they are resident here in Ireland or in their home countries and ongoing support and assistance will be provided by COMPANY.

Covid-19 Emergency Illness provision

If, while on the programme, a student presents with any of the notified symptoms for Covid-19 COMPANY will contact the Health Service Executive and follow the advice given.

In circumstances where the student receives a positive diagnosis for Covid-19 the following will apply.

Student tests positive for Covid -19 with mild symptoms

In the event that a student tests positive for Covid-19 and presents with mild symptoms, and the HSE advice requires the students to self-isolate at their current accommodation, we will endeavour to effect this with the cooperation of the homestay family and/or boarding school and offer support.

In the event that the homestay family and/or the boarding school is unable to facilitate the student's requirement to self-isolate, and COMPANY is unable to secure alternative homestay family accommodation for the student, COMPANY will be required to make alternative arrangements. In such circumstances the COMPANY may charge you an additional fee to cover the cost of that accommodation and subsistence. Any additional fee will not exceed €35 per day. You acknowledge that the accommodation arrangements in these circumstances may not comply with the normal standards of homestay accommodation as students may be housed in commercial accommodation.

This may also involve requiring parents/guardians to travel to Ireland and in these circumstances COMPANY will endeavour to offer support and assistance in whatever way is possible taking into account that the parents have ultimate responsibility for the care and welfare of their child.

Student tests positive for Covid -19 with acute symptoms and/or requires hospitalisation.

In circumstances where a student tests positive for Covid-19 and is very ill and/or requires hospitalisation the natural parents will be required to come to supervise the recovery of their child. In these circumstances COMPANY will endeavour to offer support and assistance in





whatever way is possible taking into account that the parents have ultimate responsibility for the care and welfare of their child. COMPANY is not liable for costs in relation to parents'/guardians' travel to Ireland or accommodation and related costs while staying in Ireland.

[Cancellation and refunds

Cancellation prior to the commencement of programme.

Parents may cancel this agreement without incurring any fee up to **21** days prior to commencement of the programme.

For ease of administration, we collect school fees for the school and pay those fees directly to the school upon collection. We are not liable for the refund of any school fees to you. For more details, see the section entitled "School fees and policies", below.

- No refund shall be given after the day of departure or start of the course.

The following refunds apply solely as a result of a requirement by the Irish Government to close a school/schools indefinitely following advice from the National Public Health Emergency Team and where the student is obliged to return home to their country of origin.

- Day Students will be refunded a portion of the homestay accommodation fees which will be calculated at the rate of €185.50 pw. The refund does not include 2 weeks holidays at Christmas and two weeks holiday at Easter which are not covered by fees you pay for the programme.

School fees and policies

The COMPANY does not accept any responsibility or liability for compliance with the policies of any third parties, including those of schools.

Boarding schools may refund the boarding accommodation fees completely, on a pro-rata basis or not at all and parents are advised that COMPANY cannot be held responsible for any decisions, actions or policies made by such schools and will accept no financial liability in relation to refunds.





In the event that schools close and COMPANY is unable to source another homestay accommodation, COMPANY will advise that your son or daughter return home and COMPANY will assist in organising flights and airport transfers. COMPANY will not be responsible for any extra costs involved in securing new flights and any associated airline fees during this period. Parents will be refunded the unused portion of the homestay fees.

Any remaining approved refunds will be processed within 30 days of the end of the programme less any costs, sending bank charges, existing liabilities or other outstanding financial obligations.

Governing law

These Terms and Conditions (including the application form set out in the Schedule) shall be governed by and construed in accordance with the laws of Ireland. Any dispute arising in relation to these Terms and Conditions shall be subject to the jurisdiction of the Irish courts.

These Terms and Conditions are in addition to your mandatory statutory rights as a consumer, whether under Irish law or the laws of another EU Member State. In particular no provision under these Terms and Conditions shall affect your statutory rights. If there is any conflict between these Terms and Conditions and those rights, those statutory rights prevail.

