

Terms & Conditions and Privacy Policy

Terms & Conditions

Enrolment and Payment Conditions

Enrolling On a Course

To enrol on a course applicants should complete the enrolment form and send it to the Emerald Cultural Institute by email or by booking online at www.eci.ie.

A booking deposit of €150 (Ireland) or £150 (UK) must accompany all applications and must be sent either directly by bank draft to the Institute, by credit card (Visa or MasterCard) or by inter-bank transfer to the Institute's bank account. Please add €10 (Ireland) or £20 (UK) for bank charges. All payments must be in Euro for courses in Ireland, and in Sterling for courses in the UK.

A copy of the bank receipt should be sent to the Institute with the enrolment form. Upon receipt of these documents the confirmation documents will be sent together with the full invoice. The deposit is non-refundable but is deductible from the total amount payable. The balance of fees due to the Institute should be paid at least two weeks in advance of the course start date. Accommodation details will be confirmed after we have received the proof of full payment.

We offer our General and Specialised courses in our year-round centres. On certain dates, however, some courses or levels may be available in only one centre.

Paying for a course – Ireland

Payments can be made in a number of ways:

- **By inter-bank transfer in EURO (€)**
- **By Credit Card: MasterCard and Visa**
- **Via Pay-to-Study**
- **Non EU students applying for a Visa to enter Ireland must pay their fees into the escrow account operated by Pay-to-Study where funds will be held on behalf of the student and ECI pending the visa decision**

Contact the Institute for full bank account details. Additional bank charges incurred for both the sending and receiving banks are payable by the sender.

Paying for a course – UK

Payments can be made in a number of ways:

- **By inter-bank transfer in UK£ Sterling to our UK£ account**
- **By Credit Card: MasterCard and Visa**

Contact the Institute for full bank account details. Additional bank charges incurred for both the sending and receiving banks are payable by the sender.

Terms and Conditions

Cancellation

Cancellation of booking before arrival: For cancellations received at least fourteen days prior to the course commencement, fees will be refunded less the non-refundable deposit of €150 (Ireland), or £150 (UK). For cancellations received within 7-13 days of course commencement 50% of the course fees will be refunded. For cancellations of less than 7 days no refund is given.

Cancellation after arrival: Once a student has commenced their course at the Institute they are obliged to complete their full course of study. The full course of study is defined as the initial enrolment period. No refund will be given for course fees if a student withdraws from the course before the completion of the full course of study.

If a student wishes to change the course they are attending it may be possible to change to an alternative course or programme of the same value, depending on availability and immigration guidelines in the case of non-EU students. Students cannot change from group tuition to individual tuition. No refunds can be given for course changes including changes to a less intensive course.

Students who have obtained an extension to their visa as a result of a course extension cannot cancel that extension and will not be entitled to any refund.

Refunds will be processed by our Accounts Department within 15 working days of receiving the request.

Visa and Immigration Guidelines - Ireland

Students requiring a visa to study in Ireland should contact the nearest Irish embassy for detailed information and allow at least two months to process visa applications. We can assist with the application procedures for the visa when required. All fees must be paid in advance into the escrow account operated by Pay-to-Study and an invitation letter with details of the transfer will only be issued once the funds have been received in full by bank transfer. If original copies of documents are required from ECI they can be sent by mail free of charge or by courier for a fee of €100. Students who experience delays in having their visa issued can postpone their course.

Visa Refusals: We will refund all prepaid money minus €150 for administration costs on all visa refusals, within 15 working days of receiving the request. Written proof of the visa refusal from the Embassy is required.

Immigration Procedures: All non-EU students attending a course of more than 12 weeks (90 days) duration are required to register with the Immigration Bureau. A fee of €300 is payable to the Immigration Bureau by students on their initial registration and students will also be charged €300 for any extension of their immigration period. (The registration fee quoted is €300 at time of printing, but may be subject to change).

All non-EU students registered for courses over 12 weeks in length are obliged to register, pay for and sit an approved English-language examination. An examination deposit of €120 is required at the time of booking for all non-EU students who will remain in Ireland for over 90 days.

We recommend that all non-EU students verify visa and Immigration requirements before booking their course (www.inis.gov.ie).

Holidays for long-term students - Ireland

Students are permitted to take holidays depending on the duration of their course. The following regulations apply:

To request a holiday, students should contact the admissions department at least 2 weeks in advance. Non-EU students must schedule all holidays before they register with the GNIB. Unscheduled breaks in study are not permitted except in exceptional circumstances. Once non-EU students have registered their holidays with GNIB they will not be permitted to change these arrangements.

The minimum holiday period permitted is 2 weeks

- Holidays cannot be taken in the middle of a week (must be booked from Monday to Friday)
- Holidays cannot be taken during the first 8 weeks of a student's course and cannot exceed 1/3 of the total weeks already studied
- Upon returning from a holiday, students may have to take a level test before being placed in a class
- In the interest of the student's academic progress, only one holiday is permitted during any 12 week period
- Where possible, students are advised to take holidays only on completion of their current level.

Course weeks booked	Holidays Permitted
12 weeks	1 holiday period
25 weeks	2 holiday periods

Working while Studying: Non-EU nationals with permission to remain in the State for an Academic Year Programme (25+ weeks) are allowed to take up casual employment to supplement their income while studying in Ireland. During term-time and during scheduled vacation periods, students can work up to 20 hours per week. Students can work up to 40 hours per week only during specific periods from December 15 to January 15 and from June to September.

Postponement of Courses – Ireland

If you cannot attend your course you may postpone it. All postponements must be made in writing at least 14 days before the course start date. A course may be postponed once without a charge being applied. Additional postponements will be subject to a €150 administration fee.

Public Holidays

In the case of public holidays, which occur on a Monday, students may begin their course on the Tuesday of that week. Public holidays are non-refundable.

Adult Beginners - Ireland

Complete beginners can only start their course on fixed dates. Please note that students who test at complete beginners' level outside the above dates will not be permitted to join a group course but can book private tuition at an additional cost.

Accommodation

Prices for accommodation are quoted per week, 7 nights. Refunds will not be given for early departure. Extra nights in host family and residence are possible subject to availability and an additional charge. Accommodation details will only be sent once all fees have been paid in full. Students wishing to extend their accommodation should check availability well in advance of completion of their initial stay. Students who wish to extend their accommodation but require a change of host family must pay deposit of €75 (Ireland). This deposit is non-refundable but will be deducted from the first week's accommodation fee. Students can take holidays from their host family accommodation once 2 weeks notice are given. 50% of normal fees are payable during holiday periods.

A deposit for residential accommodation is charged and is payable on the first day. This deposit will be refunded provided that no damage has been caused. Any damage caused by a student to homestay or residential property will be charged to the student or students responsible and the school reserves the right to recover the cost for exceptional cleaning.

Any special dietary requirements, such as gluten free, vegan or dairy free diets, will be subject to a supplement of €20 per week for host family accommodation.

Accommodation arrivals should be on Sundays (Saturday arrivals will be also accommodated where possible) and we recommend that you check with our Bookings team before confirming flight arrangements. Prepaid accommodation fees can be refunded in full (less the €75 administration fee) if at least 14 days cancellation notice is given.

Airport Transfers

Transfer details should be sent to us at least seven days prior to the arrival of the student. For students booking an airport transfer we ask for the flight number, arrival time and student's mobile number. Unless accompanied by an adult, students under 18 must book and pay for transfers on arrival and departure. Missed transfers are non-refundable.

Discipline

If students' behaviour or conduct is unsatisfactory, they will be subject to the School's disciplinary procedures. A serious breach of conduct may result in expulsion. In the event of an expulsion, fees are not refunded. Additional charges for flights and other costs will not be covered by the school and are the responsibility of the student or, in the case of underage students, their parents/guardians.

Insurance – Ireland

Students must arrange appropriate medical, travel and personal insurance. Students travelling from EU countries should bring their European Health Insurance Card with them. This only entitles students to emergency hospital care and attendance at certain doctors. Please note that this will not cover elective procedures or dental visits. To comply with immigration guidelines, all non-EU students are required to have medical insurance valid for their entire stay in Ireland. We can organise medical insurance for non-EU students at a cost of €120 per year. Students are not insured by the school or by the family, against accidents, illness, theft or loss of personal effects, and the school accepts no responsibility in the event of such occurrences. We will automatically add our medical insurance policy to non-EU Academic Year Bookings in order to facilitate opening a bank account in Ireland - our policy can be used as proof of address which is a requirement of opening a bank account.

Vaccinations

The Health Service Executive of Ireland advises all students to ensure they have received two doses of MMR (measles, mumps and rubella) vaccine prior to attendance. Students aged 23 years or younger should also ensure that they have received a MenC vaccine.

Insurance – UK

Students must arrange appropriate medical, travel and personal insurance. Students are not insured by the school or by the family/residence, against accidents, illness, theft or loss of personal effects, and the school accepts no responsibility in the event of such occurrences.

Publicity Materials

Permission is given for the use of student comments or testimonials and photographs/images of students in the official promotional material for the Emerald Cultural Institute by the student or their parents or legal guardian with acceptance of these terms and conditions.

Junior Students

For all junior students, parents/guardians must sign and agree to accept the school rules and Terms & Conditions prior to receiving the booking confirmation. For all students under the age of 18, parents/guardians must complete and sign our consent form and return it to the Institute together with the enrolment form.

Legal Notice

The Emerald Cultural Institute reserves the right to change the details of its services, including courses, facilities and course dates where circumstances beyond the Institute's/company's control necessitate such changes or where the number of enrolments is not enough to operate a course viably. The right is also reserved to decline any person at any time without liability.

The Emerald Cultural Institute gives notice that all arrangements for transport, activities or for accommodation are made by the Emerald Cultural Institute as an agent upon the express condition that they shall not be liable for any injury, damage, loss, accident, delay or irregularity which may be occasioned either by reason of any defect in any vehicle or through the acts of default of any company or persons engaged in conveying the passenger, or in carrying out the arrangements of the programmes, or otherwise in connection therewith of any family member. No responsibility is accepted for losses or additional expenses due to delays or changes in air, sea, rail, bus or other services, sickness, weather, war, quarantine, strikes, or other liability. The contents of Emerald Cultural Institute's promotional brochures are intended for information purposes only and do not constitute a contract between the Institute and any student or third party. The Institute reserves the right to make changes which may effect courses, curriculum of courses, programmes or any other content announced in the publications, without prior notice.

The Institute reserves the right to close the school on certain days in the case of status red weather emergencies and/or if directed to do so by the Department of Education. Classes missed in this instance are non-refundable.

Privacy Policy

The Emerald Cultural Institute (ECI) fully respects your rights to privacy and are committed to strict adherence to General Data Protection Regulations (GDPR) which become fully effective on 25 May 2018 as well as the provisions of the Data Protection Act 2018.

Who we are and what we do

We are an English Language College with offices in Palmerston Park, Rathgar, Dublin 6. This Privacy Notice is primarily directed to individuals who wish to or may wish to avail of our services in seeking academic studies, activities and who wish to be placed in student accommodation or for those who wish to or are providing services as a host family. If you wish to contact us on any issue regarding your data protection, the following are the contact options.

Post: GDPR Representative, Emerald Cultural Institute, Palmerston Park, Rathgar, Dublin 6

Phone: GDPR Representative at Palmerston Park, Rathgar (01)4973361 Email: GDPR@eci.ie

This Privacy Statement sets out how Emerald Cultural Institute uses and processes any information that you give to us. We respect your privacy and are committed to protecting your personal information. This Privacy Statement explains how we collect, transfer, process, use and disclose your data and sets out our security practices.

What we collect

We collect personally identifiable information (PII) that you provide to us, which is information that identifies you as an individual. We only do this when you have provided us with the information and you have given your consent that we can use it in your interest for the purposes set out in this Privacy Statement. For students who are currently availing of our services this PII may include your name, address, phone number, email address, financial information, references verifying your identity, curriculum vitae, next of kin details and passport information. For students who are not currently availing of our services the PII may include your name, address, email address and phone number. For Host families it may include your name, address, description of your house, phone number, email address, financial information, references verifying your identity and Garda Criminal Record Clearance Certificate.

How we use your Personal Information and the Legal basis for doing so

Any personal data you volunteer will be used for the purpose for which you supply it and will be treated with the highest standards of security and confidentiality, strictly in accordance with Data Protection Act 2018. The Emerald Cultural Institute collects and uses your personal information (PII) to deliver the Academic studies or related services you have requested or if you are not currently availing of our services, we will continue to keep your data as outlined above, for the purpose of contacting you to keep you informed of any services which you may be interested in. Your information will only be used for matching you with suitable accommodation or studies and will only be disclosed to the appropriate student agency with your express consent. For host families, your information will only be used for matching students with your accommodation and will only be disclosed to the relevant Student agency.

By providing your PII, and where you have agreed to receiving communications from us, we may use the information:

Host Families

- to consider your application to become a host family
- to consider students' suitability for placement in your accommodation
- to contact you regarding your accommodation services or in emergency situations

- to respond to your requests
- to seek your views on our services
- to improve our level of service
- to send you Marketing Updates regarding host family vacancies that might be of interest to you
- to share your information with prospective student/student agency to increase your chances of securing a suitable student to stay at your accommodation

Existing or Potential Students

- to consider your application for study with Emerald Cultural Institute
- to consider your application for placement in student accommodation
- to respond to your requests
- to contact you regarding your accommodation or studies or in emergency situations
- to improve our level of service
- to seek your views on our services
- to send you Marketing Updates on services that may be of interest to you
- to share your information with prospective student accommodation residence to increase your chances of securing the accommodation you want.

The legal basis for processing your personal information is that you have explicitly given your consent to us. This consent can be given at the time of initially seeking our services or having read the company's Privacy Statement providing explicit consent to our continuing use of the personal data you have supplied us.

Retention Period

Subject to other applicable legal requirements, we intend to hold your personal data for the duration of your studies and accommodation stay with us or whilst providing Host Family services, from the date you have given consent to us to use it on your behalf. Your name, address, email and phone number will be stored indefinitely for marketing purposes unless the student chooses to unsubscribe or the Host Family advises the GDPR Representative that they no longer wish to be stored on our register. Each individual has the right to withdraw their consent and have their personal information erased at any time.

Your Rights

- Right of access – you have the right to request a copy of the information that we hold about you in accordance with Section 86 of the Data Protection Act 2018;
- Right of rectification – you have a right to correct data that we hold about you that is inaccurate or incomplete in accordance with Section 87 and Section 89 of the Data Protection Act 2018;
- Right of erasure – in certain circumstances, you can ask for the data we hold about you to be erased from our records in accordance with Section 87 and Section 89 of the Data Protection Act 2018;
- Right to restriction of processing – where certain conditions apply to have a right to restrict the processing in accordance with Section 87 and Section 89 of the Data Protection Act 2018
- Right of portability – subject to certain restrictions, you have the right to have the data we hold about you transferred to another organisation where we hold it in electronic form. This right of data portability applies to: (i) personal data that we process automatically (i.e. without any human intervention); (ii) personal data provided by you; and (iii) personal data that we process based on your consent or in order to fulfil a contract.
- Right to object – you have the right to object to certain types of processing such as direct marketing.

All of the above requests can be directed to the Emerald Cultural Institute contact points listed in this Statement. They will be forwarded on should there be a third party involved in the processing of your personal data.

Complaints

In the event that you wish to make a complaint about how your personal data is being processed by us or how your complaint has been handled, you have the right to lodge a complaint directly with the supervisory authority:

Data Protection Commissioner: Office of the Data Protection Commissioner, Canal House, Station Road, Portarlinton, Co. Laois, R32 AP23, Ireland. Phone +353 (0761) 104 800 | LoCall 1890 25 22 31 | Fax +353 57 868 4757 | email info@dataprotection.ie

How we protect your PII

The Emerald Cultural Institute will take appropriate legal, organisational, and technical measures to protect your personal information. When the Emerald Cultural Institute uses a third-party service provider, that provider will be carefully selected and will be contractually required to use appropriate measures to protect the confidentiality and security of personal information. We use a variety of security technologies and procedures to help protect your PII from unauthorised access, use or disclosure. Unfortunately, the transmission of information via the Internet or a mobile phone network connection is not completely secure. Although we will do our best to protect your PII, we cannot guarantee the security of the PII you transmit to our website. Any transmission is at your own risk. While we cannot guarantee that loss, misuse or alteration of data will not occur during transmission, once we have received your information, we will employ appropriate technical security measures to protect your data.

The Emerald Cultural Institute takes its obligations very seriously and adopts the strongest line in relation to the misuse of customer information by any of its staff. Any breach of trust regarding the confidentiality of information is treated as serious misconduct under the Disciplinary Code and can lead to sanctions up to and including dismissal.

Sharing PII with third parties

To provide you with an efficient service, your information may be shared by employees working within the Emerald Cultural Institute nationwide. We may also disclose your information to contracted companies who act as "data processors" on our behalf. Our data processors include external consultants, professional advisers such as lawyers, software and technical support providers, IT consultants and marketing technology platforms and suppliers. We only share information with third parties who help us in the delivery of our services to you. These third parties may not use that information for any purpose other than assisting us in providing these services. Any contact information that you provide through our system will not be sold/ rented/ leased to any third party for selling or marketing to you. We will only provide third party companies with the personal information they need to deliver the appropriate service.

We require all companies providing such support services to meet the same standards of data protection as our own. They are prohibited from using the information for their own purposes. We do not allow service providers to use your PII for their own activities.

Where the Emerald Cultural Institute transfer your data to countries outside of the EEA, (European Economic Area), the Emerald Cultural Institute ensures that the third parties have an adequate level of data protection and adhere to GDPR.

Information from outside sources

We may also collect legally obtained information from third parties to add to our existing user databases, for example, references. Such Information will only be collected and used by us to fulfil our services to our students, host families.

Links to other websites

Our website may from time to time provide links to or embed third party websites. This Privacy Statement does not apply to those websites. If you choose to enter such a linked site, you agree that we are not responsible for the availability of such websites and do not review or endorse and shall not be liable, directly or indirectly, for:

how these websites treat your PII

the content of such websites

the use that others make of these websites.

Please ensure you check the legal and privacy statements posted on each website or mobile application you access before entering any PII.

The Emerald Cultural Institute uses cookies or similar technologies on our website. To find out more see our Cookie Policy below. By using our website, you agree to our use of cookies.

Changes

We may occasionally update this Privacy Statement. If the changes we make are material, we also may post a notice regarding the changes on our website. We encourage you to periodically review this Privacy Statement to stay informed about how we are helping to protect the PII we collect.

ECI Privacy Statement created 25th May 2018