Covid-19 Terms and Conditions (Updated 18 October 2021)

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 Ireland are required to have either of the following: 1) an EU Digital Covid Certificate 2) a negative PCR test (*taken no more than 72 hours before arrival in Ireland*) or 3) proof of having recovered from Covid-19 in the past 180 days. A Passenger Locator Form also needs to be filled out before departure.

Citizens from fellow EU member states (+ Iceland, Switzerland, Norway and Liechtenstein) who have not travelled outside the EU within 14 days and who avail of one of the above are no longer required to complete a quarantine period on arrival.

For citizens from non-EU countries who have a valid proof of vaccination, no travel-related testing or quarantine is necessary. If you have valid proof of recovery from COVID-19 in the past 180 days, no travel-related testing or quarantine is necessary. If you do not have valid proof of vaccination or recovery, you will need to:

- present evidence of a negative result from a RT-PCR test taken within 72 hours prior to arrival into the country
- self-quarantine for 14 days

If you receive a negative result from a RT-PCR test taken from day 5 onwards after arrival into Ireland, you will be able to leave quarantine.

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

For now, unvaccinated students (requiring quarantine) arriving into the country from outside the EU will be accommodated in one of following situations:

- Some boarding schools are catering for the quarantine period 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. As the educational guardian of your son or daughter there will also be an additional fee
- 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 there will be an additional accommodation and guardianship cost for the period of quarantine.
- Parents may wish to accompany their son or daughter for the quarantine period if they
 are residing at the same address.

Potential Future Waves of the Virus

In the event that there are future outbreaks of the virus 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 to organise for a Covid-19 test to be taken at a designated test centre. Test results are issued within 24 hours. The student must remain out of the school until the test results are returned. If the result is negative the student can return to school. If the student is a 'close contact' with someone who has Covid-19 and reports symptoms they may have to isolate at home for 10 days (even if the first test is negative).

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. 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 policy.

- Cancellation more than 14 days before the start of the program will be refunded the full amount minus a student enrollment fee of €150 and an accommodation placement fee of €250. These fees are non-refundable.
- If canceled less than 14 days before the start of the program, the full amount will be refunded minus the student registration fee of € 150, the accommodation placement fee of € 250 and one week of host family payments.
- For cancellation after the program has started, the refund will be considered on a case-by-case basis.
- A full refund is given in the event of the imposition of travel restrictions due to Covid-19 making it impossible for the student to come to Ireland.

Payments steps

- 25% to reserve place on R.I programme
- due balance before arriving in Ireland

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 € 190 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.
- If a student leaves mid-week, we shall refund any remaining accommodation fees paid by you.

School fees and policies

The COMPANY does not accept any responsibly 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.