

# Terms and Conditions

This page (together with the documents referred to on it) tells you the terms and conditions on which we book any of the Services (Services) listed on our website [[www.englishstudybreaks.com](http://www.englishstudybreaks.com)] (our site) on your behalf. Please read these terms and conditions carefully as all bookings are subject to these terms and conditions.

You should print a copy of these terms and conditions for future reference.

Please understand that if you refuse to accept these terms and conditions, we will not provide you with Services through our Site.

## 1. INFORMATION ABOUT US

1.1 [www.englishstudybreaks.com](http://www.englishstudybreaks.com) is a site operated by Study Breaks (UK) Limited (we). We are registered in England and Wales under company number 6977225 and with our registered office at 4 Princes Square Harrogate, North Yorkshire, HG1 1LX. Our main trading address is [52 Burke Street, Harrogate, North Yorkshire HG1 4NR, UK].

## 2. STATUS

By placing an order through our site, you warrant that:

- (a) You are legally capable of entering into binding contracts;
- (b) You are at least 18 years old;
- (c) All information supplied by you to the site is true and accurate.

2.2 Our site is provided solely to assist you in determining the availability of Services and to make legitimate reservations or otherwise transact business with our suppliers and for no other purposes.

## 3. HOW THE CONTRACT IS FORMED BETWEEN YOU AND US

3.1 After you have completed our online booking form and paid the Arrangement Fee, you will receive an e-mail from us acknowledging that we have received your order. Please note that this does not mean that your order has been accepted. Your order constitutes an offer to us to procure the Services offered by us on your behalf. All orders are subject to acceptance by us, and we will confirm such acceptance to you by sending you an e-mail that confirms that your order has been accepted (the Confirmation). The contract between us (Contract) will only be formed when we send you the Confirmation to the extent that the Fees quoted are those set out in the Booking Form. If the Fees quoted differ from those in the Booking Form then you must notify us within 7 working days if the revised Fees are acceptable at the expiry of such period the Contract will be deemed to be formed.

3.2 The Contract will relate only to those Services whose provision we have confirmed in the Confirmation. We will not be obliged to supply any other Services which may subsequently be requested by you unless we specifically accept such order in a separate Confirmation.

## 4. OUR STATUS

4.1 Please note that we accept orders as agents on behalf of third party providers of Services. The resulting legal contract is between you and that third party seller, and is subject to the terms and conditions of that third party seller; which they will advise you of directly. You should carefully review their terms and conditions applying to the transaction.

4.2 We may also provide links on our site to the websites of other companies, whether affiliated with us or not. We cannot give any undertaking, that products you purchase from third party sellers through our site, or from companies to whose website we have provided a link on our site, will be of satisfactory quality, and any such warranties are DISCLAIMED by us absolutely. This DISCLAIMER does not affect your statutory rights against the third party seller. We will notify you when a third party is involved in a transaction, and we will disclose your customer information related to that transaction to the third party seller.

## 5. FEES, PRICE AND PAYMENT

5.1 The Arrangement Fee is notified to you and payable at the time you submit the Booking Form and is non-refundable, save that if you are contracting as a consumer and the booking is cancelled in writing by you



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within seven working days of your receipt of our Confirmation then the Arrangement Fee will be refunded.

- 5.2 The balance of the Fees less the Arrangement Fee notified to you at the time of your receipt of the Confirmation is payable in full 7 days prior to the arrival date notified to you in the Confirmation.
- 5.3 Any price quoted to you on our Site for the Services requested by may be subject to change and we reserve the right to change such prices at any time. The Fees payable for the Services will be confirmed in the Confirmation which you may accept or not.
- 5.4 Fees are liable to change at any time, but changes will not affect orders in respect of which we have already sent you a Confirmation.

## 6. OUR REFUNDS POLICY

- 6.1 When you cancel your booking:
  - (a) within the seven-day cooling-off period (see clause 5.1), we will process the refund due to you as soon as possible and, in any case, within 30 days of the day you have given notice of your cancellation. In this case, we will refund the Arrangement Fee in full;
  - (b) as your application for a visa has been unsuccessful we will refund all Fees less the Arrangement Fee received by us from you on receipt of a copy of the written visa refusal letter.
- 6.2 We will usually refund any money received from you using the same method originally used by you to pay for your purchase.

## 7. OUR LIABILITY

- 7.1 Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to a maximum of Fees received by us from you.
- 7.2 This does not include or limit in any way our liability:
  - (a) For death or personal injury caused by our negligence;
  - (b) Under section 2(3) of the Consumer Protection Act 1987;
  - (c) For fraud or fraudulent misrepresentation; or
  - (d) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 7.3 We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us and even if such losses result from a deliberate breach of these Terms by us that would entitle you to terminate the contract between us, including but not limited to:
  - (a) loss of income or revenue
  - (b) loss of business
  - (c) loss of profits or contracts
  - (d) loss of anticipated savings; or
  - (e) loss of data.
- 7.4 Where you buy any Services from a third party seller through our site, the seller's individual liability will be set out in the seller's terms and conditions.

## 8. WRITTEN COMMUNICATIONS

Applicable laws require that some of the information or communications we send to you should be in writing. When using our site, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information by posting notices on our website. For contractual purposes, you agree to this electronic means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you electronically comply with any legal requirement that such communications be in writing. This condition does not affect your statutory rights.

## 9. NOTICES

All notices given by you to us must be given to Study Breaks (UK) Limited at [booking@englishstudybreaks.com]. We may give notice to you at the e-mail address you provide to us when placing an order. Notice will be deemed received and properly served immediately when posted on our website or 24 hours after an e-mail is sent. In proving the service of any notice, it will be sufficient to prove that such e-mail was sent to the specified e-mail address of the addressee.



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## 10. TRANSFER OF RIGHTS AND OBLIGATIONS

10.1 The contract between you and us is binding on you and us and on our respective successors and assigns.

10.2 You may not transfer, assign, charge or otherwise dispose of a Contract, or any of your rights or obligations arising under it, without our prior written consent.

10.3 We may transfer, assign, charge, sub-contract or otherwise dispose of a Contract, or any of our rights or obligations arising under it, at any time during the term of the Contract.

## 11. EVENTS OUTSIDE OUR CONTROL

11.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under a Contract that is caused by events outside our reasonable control (Force Majeure Event).

11.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control and includes in particular (without limitation) the following:

- (a) Strikes, lock-outs or other industrial action.
- (b) Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war.
- (c) Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster.
- (d) Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport.
- (e) Impossibility of the use of public or private telecommunications networks.
- (f) The acts, decrees, legislation, regulations or restrictions of any government.

11.3 Our performance under any Contract is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations under the Contract may be performed despite the Force Majeure Event.

## 12. WAIVER

12.1 If we fail, at any time during the term of a Contract, to insist upon strict performance of any of your obligations under the Contract or any of these terms and conditions, or if we fail to exercise any of the rights or remedies to which we are entitled under the Contract, this shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations.

12.2 A waiver by us of any default shall not constitute a waiver of any subsequent default.

12.3 No waiver by us of any of these terms and conditions shall be effective unless it is expressly stated to be a waiver and is communicated to you in writing in accordance with clause 9 above.

## 13. SEVERABILITY

If any of these terms and Conditions or any provisions of a Contract are determined by any competent authority to be invalid, unlawful or unenforceable to any extent, such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law.

## 14. ENTIRE AGREEMENT

14.1 These terms and conditions and any document expressly referred to in them represent the entire agreement between us in relation to the subject matter of any Contract and supersede any prior agreement, understanding or arrangement between us, whether oral or in writing.

14.2 We each acknowledge that, in entering into a Contract, neither of us has relied on any representation, undertaking or promise given by the other or be implied from anything said or written in negotiations between us prior to such Contract except as expressly stated in these terms and conditions.

14.3 Neither of us shall have any remedy in respect of any untrue statement made by the other, whether orally or in writing, prior to the date of any Contract (unless such untrue statement was made fraudulently) and



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the other party's only remedy shall be for breach of contract as provided in these terms and conditions.

## 15. OUR RIGHT TO VARY THESE TERMS AND CONDITIONS

15.1 We have the right to revise and amend these terms and conditions from time to time to reflect changes in market conditions affecting our business, changes in technology, changes in payment methods, changes in relevant laws and regulatory requirements and changes in our system's capabilities.

15.2 You will be subject to the policies and terms and conditions in force at the time that you order Services from us, unless any change to those policies or these terms and conditions is required to be made by law or governmental authority (in which case it will apply to orders previously placed by you), or if we notify you of the change to those policies or these terms and conditions before we send you the Confirmation (in which case we have the right to assume that you have accepted the change to the terms and conditions, unless you notify us to the contrary within seven working days of receipt by you of the Confirmation).

## 16. LAW AND JURISDICTION

Contracts for the provision of Services through our site and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) will be governed by English law. Any dispute or claim arising out of or in connection with such Contracts or their formation (including non-contractual disputes or claims) shall be subject to the non-exclusive jurisdiction of the courts of England and Wales.



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