

# BOOKING TERMS AND CONDITIONS

These Booking Conditions, together with any other information brought to your attention before you booked your course, form the basis of your contract with EFL Education and Travel (Hastings) Ltd. and EFL Education and Travel (Perth) PTY Ltd., whose registered address is:

- Hastings: First Floor, 11 Cambridge Gardens, Hastings, East Sussex, TN34 1EH, United Kingdom
- Perth: 25a Chalmers Street, Fremantle WA 6160 Australia

hereafter "EFL Language Centres", "EFL", "we" or "us". Please read them carefully as they set out our respective rights and obligations. All bookings are accepted by EFL Language Centres subject to these Booking Conditions.

In these Booking Conditions references to "you" and "your" include the person or organisation shown on the confirmation invoice and all participants on whose behalf a booking is made. These conditions also apply to both 'Individual' bookings and 'Group' Bookings via an Agent.

## PAYMENTS

Payments may be made by bank transfer and must be received in full 8 weeks prior to the start date unless otherwise agreed in writing.

## DEPOSIT PAYMENT

A deposit must be paid when you confirm the group size and course dates. Booking confirmations will only be sent when a deposit has been received. Bank details are provided on the invoice. Payment must include all bank transfer charges (including intermediary bank charges).

Places on all courses are limited. They will be allocated on a first come, first served basis against payment of a deposit.

The payment details are set out in the relevant Agent Agreement. An acknowledgment of your application will be sent to you. No place is reserved until we receive a deposit payment. After we have issued a confirmation invoice and received your deposit payment, a contract exists between you and us, effective from the invoice date.

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**hello.**

First floor, 11 Cambridge Gardens  
Hastings, TN34 1EH, United Kingdom

Phone: +44 (0) 1424 55 24 91  
hello@englishforless.com  
englishforless.com

EFL Education and Travel (Hastings) Ltd.  
Registered in England and Wales.  
Registration Number: 9612615

EFL Education and Travel (Perth) PTY LTD.  
Registered in Western Australia  
A.C.N.619 185 036

## **CONTRACT BETWEEN YOU AND US**

A binding contract between you and us comes into existence when we send out your booking confirmation invoice. We reserve the right to make changes to the details contained in any brochure or on our website before a contract is entered into. Any such changes will be communicated to you before a binding contract is concluded.

## **VISAS**

Deposit payment must be received prior to any visa documents being sent. There is a charge of 50GBP each time documents have to be sent by courier.

## **VISA REFUSAL AND REFUND POLICY WHEN VISA REFUSED**

If a visa application is rejected and we receive written evidence at least 21 days prior to arrival we will refund the fees received in full, less any bank charges and any non-refundable fees, registration fee, courier fees and bank charges). All group quotations include a £20 registration fee per student which is non-refundable upon group cancellation.

A cancellation fee equivalent to 1 week of accommodation and tuition in addition to non-refundable charges (above) will apply if we receive written evidence of visa rejection fewer than 14 days prior to arrival.

## **VISA GRANTED**

Should EFL Language Centres receive positive visa application results fewer than 21 days prior to arrival, EFL reserves the right to offer alternative accommodation.

## **OTHER VISA QUESTIONS**

Should the arrival day be postponed due to delayed visa applications, EFL cannot guarantee the original accommodation allocation.

Whilst EFL Language Centres endeavours to support students at all times, EFL cannot be held responsible for decisions taken by Embassies or immigration police regarding entry visas.

EFL Language Centres can assist with queries regarding the visa application process at the time of booking however EFL cannot be held responsible for information which is constantly being updated through visa websites. It is therefore the responsibility of the applicant to ensure that the most updated regulations/processes are being followed. EFL Language Centres cannot be held responsible for any visa

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regulation changes which occur after the booking has been confirmed in compliance with the then existing regulations.

## **REFUNDS AND CANCELLATION FEES AND NOTIFICATION OF CANCELLATION TO EFL**

### **Cancellation by You**

Written notification of cancellation must be submitted in order to provide refunds. All refunds are made to the original fee payer.

If you or any other member of your group decides to cancel your confirmed booking you must notify us in writing. Your notice of cancellation will only take effect on the day it is received in writing by us at our offices. We recommend that you use recorded delivery in case you notify us using postal service. Cancellation is accepted via email notification as well. The notice of email cancellation will only take effect on the day it is received by us in the office. We recommend that you follow up the email cancellation with a phone call to ensure that we received the information. Cancellation charges will be applied as shown below calculated from the day when we receive written notice.

### **Cancellation by Us**

If EFL cancels a programme after a student's enrolment, EFL will refund all fees already paid or offers an alternative course arrangement. You must notify us of your choice within 7 days of our offer of the alternative booking arrangements. If you fail to do so we will assume that you have chosen to accept the alternative booking arrangements.

The above options are not available where any change is a minor one or where the changes or cancellation by us arises out of alterations to the confirmed booking requested by you. In addition, if we make a significant change or cancel your booking within 6 weeks before the date of departure we will pay you compensation in accordance with the scale and provisions set out below subject to the following exception: no compensation can be paid and no liability beyond offering you the above options (where applicable) can be accepted where we are forced to make a change or cancellation as a result of unusual or unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised. Such circumstances may include, but are not limited to those listed under "force majeure" below.

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## Cancellation Prior to Arrival

To students cancelling over 6 weeks prior to the course or accommodation start date (whichever comes first), or to students who have had their visa application rejected, EFL will refund fees received in full less non-refundable charges (registration fee, courier fees and bank charges).

Students cancelling 6 weeks or fewer prior to the course or accommodation start date (whichever comes first) will be charged as follows:

Period before departure	Cancellation charge
More than six weeks	Forfeit of non-refundable charges (registration fee, courier fees, bank charges). Forfeit of any tickets purchased (ie. attraction tickets).
Within six weeks	75% of total invoice cost
Within two weeks	100% of total invoice cost

## Course cancellation, reduction after arrival or "no shows"

No refunds will be given by EFL once the student has started his/her course.

No refunds will be given by EFL for "no shows".

## Refund Due Dates

For students cancelling before arrival, refunds will be made within 45 calendar days of the first scheduled day of class or the documented date of cancellation, whichever is earlier.

For an enrolled student, the refund due will be paid within 45 calendar days from the documented date on the student's written notice of withdrawal.

Any refunds due will be paid to the person or organisation who originally paid the fees.

## Our Obligations to You

(a) Subject to Clauses (b) and (c) below, we accept responsibility for ensuring that your course arrangements, which you book with us, are supplied as described on our website or in our brochures. If, after departure, any part of your course arrangements are not provided as promised, due to the fault of our employees, agents or suppliers, we will pay you appropriate compensation if this has affected the

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enjoyment of your arrangements. However, our liability in all cases shall be limited to a maximum of twice the value of the element not supplied.

The level of such compensation will take into account all relevant factors including the invoice price of the course, any steps it was reasonable for the participant to take to minimise the inconvenience/damage suffered and the extent to which the deficiency or improper performance can have affected the participant's enjoyment of the course.

(b) Please note that we will not be liable for any injury, illness, or death or consequent losses suffered by you or any member of your party, unless you are able to prove that such injury or illness was caused by lack of reasonable care and skill on the part of ourselves or our suppliers in the performance of our obligations under our contract with you. It is a condition of the payment of compensation that you notify us of any complaint or claim strictly in accordance with our COMPLAINTS policy (below) and, further, assign to us any rights that you may have against any third party in connection with your claim. You must co-operate with our insurers and us in this regard.

If you suffer a personal injury, death or serious difficulties as the result of an activity which does not form part of the course you booked with us - including for example any additional services or facilities provided to you by a supplier which was not included as part of the original contract between us - we will not be liable to pay you any compensation but will offer you such advice and guidance as is reasonable in all the circumstances provided we are advised of the incident within 90 days of the occurrence. We will not be responsible where you do not enjoy the course or suffer any other problems because of a reason that you did not make us aware of when the course was booked.

(c) In all claims of whatever nature we will not be liable where the alleged loss or damage results from any of the following:

- i. the fault of the person(s) affected or any members(s) of their party or;
- ii. the fault of a third party not connected with the provision of your holiday which we could not have predicted or avoided or;
- iii. an event or circumstances which we or the supplier of the service(s) in question could not have predicted or avoided even after taking all reasonable care or;
- iv. the fault of anyone who was not carrying out work for us (generally or in particular) at the time.

### **Important notice in respect of limits on liability**

In respect of international travel by air, sea and rail, the extent of our liability will in all cases be limited as

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if we were carriers under the appropriate Conventions, which include The Warsaw/Montreal Convention (international travel by air); The Athens Convention (with respect to sea travel); The Berne/Cotif Convention (with respect to rail travel) and The Paris Convention (with respect to accommodation arrangements). You can ask for copies of these Conventions from our offices, please contact us. In addition, you agree that the operating carrier or transport company's own 'Conditions of Carriage' will apply to you on that journey. When arranging transportation for you, we rely on the terms and conditions contained within these international conventions and those 'Conditions of Carriage'. Where we have organised such transportation on your behalf, you acknowledge that all of the terms and conditions contained in those 'Conditions of Carriage' form part of your contract with us, as well as with the transport company and that those 'Conditions of Carriage' shall be deemed to be included by reference into this contract.

Where we are found liable for loss of and/or damage to any luggage or personal possessions (including money), the maximum amount we will have to pay you and your party is £25 per person in total. We strongly recommend that you and your party take out adequate insurance for your particular needs whilst on your course and for the purpose of these Booking Conditions you and your party are assumed to have done so.

## **CHANGES TO ENROLMENT**

We reserve the right to charge an administration fee of 50GBP/80AU\$ each time the course, accommodation is changed or postponed after EFL has confirmed the initial enrolment. This also includes requests for changes whilst the student(s) is(are) at school. Minor activity changes might be possible once the group arrived to the UK. Please discuss these proposed changes with our student services at school.

If you wish to change any part of your booking arrangements after our booking confirmation has been issued, you must inform us in writing as soon as possible. This should be done by the person who made the booking. Where we can meet a request, all changes will be subject to any applicable rate changes or extra costs incurred.

## **PUBLIC HOLIDAYS - FALLING ON A WEEKDAY**

EFL will be closed on Public Holidays. Centres do not make up for lessons missed on these dates unless it is agreed in the Group Booking Contract. There is no refund for lessons missed.

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## REISSUING LOST/MISPLACED STUDENT CERTIFICATES

EFL reserves the right to charge a one time 30GBP/50AU\$ fee for each individual student to reissue lost/misplaced student certificates.

## SCHOLARSHIPS

Recipients of scholarship or government grants should expect to pay a deposit to the school they are attending in cases where reimbursement to the school is not provided prior to the student commencing their course.

## TRANSFERS

Flight details including: arrival time, flight numbers, airline and point of origin must be advised 14 days prior to arrival in order for EFL to provide airport transfers. No refunds will be granted on transfers if flight details are not sent to EFL at least 14 days prior to arrival. Airport transfer fees include a maximum of 2 hour waiting time. In the event of delays exceeding 2 hour, students may be charged the additional fee at the school.

## PASSPORTS AND VISA

It is your responsibility to be in possession of a valid passport and any necessary visas or health documents. You should contact your Embassy for information and advice on passport and visa requirements. We can issue a visa support letter to you and/or any member of your, but only in the case of confirmed applications. We cannot accept liability for participants who cannot travel because of inaccurate documentation.

## CLASS INFORMATION

EFL reserves the right to use classrooms in alternative premises of a similar standard.

## ACCOMMODATION

Where possible special dietary requirements will be accommodated, availability and any applicable fees will be confirmed upon request.

EFL may use carefully selected partners to house students with suitable Homestay providers.

Students must arrive at Homestay accommodation before 23:00. Applies to Homestay in all destinations.

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## **MEDICAL PROBLEMS**

If any participant has any medical problem or disability, which may affect their stay, please provide us with full details before you confirm your booking so that we can advise as to the suitability of your chosen arrangements. In the event that a participant needs medical attention during any course, they will be treated by a qualified emergency first aider and/or taken to a local doctor or hospital. Please note that we cannot administer medicines of any kind to participants without specific written instructions from their parents.

## **SPECIAL REQUEST**

Any special requests must be advised to us at the time of booking e.g. diet, room type and location, a particular facility etc. You should then confirm your requests in writing. Whilst every effort will be made by us to try and arrange your reasonable special requests, we cannot guarantee that they will be fulfilled. Any failure to meet special requests will not be a breach of contract on our part.

## **VALUABLE STORAGE**

Participants' valuables can be stored in the Group Leaders' safe at the centre. However, please note that if you choose to leave your money in the safe you do so entirely at your own risk. We cannot accept any liability for any loss.

## **PRICING AND ACCURACY**

We would like to ensure that all the information and prices are accurate both on our website and in our brochures, however occasionally minor errors occur and we reserve the right to correct prices in such circumstances. All courses, activities, venues and travel arrangements are subject to change according to weather, programming and a satisfactory level of numbers. We reserve the right to cancel any courses and/or to change any information given, should this be necessary for any reason.

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## COMPLAINTS

If a problem occurs whilst you are on the course, you must inform the relevant supplier or us immediately so that the matter can be put right and we are given the opportunity to help. In the event that a complaint cannot be resolved at the time, you must write to us within 28 days of return from the course quoting the original booking reference and giving all relevant information.

Please note: Failure to take these steps will hinder our ability to resolve the problem and/or investigate it fully and in consequence; your rights under the contract may be affected. We regret we cannot accept liability for any claims, which are not notified to ourselves and/or our suppliers strictly in accordance with this clause.

### (a) INFORMAL COMPLAINT

When dealing with complaints, the aim should be to use the informal procedure in the first instance. However in extremely serious cases, the formal procedure would be invoked immediately.

This stage is appropriate if you simply wish the problem to stop. If you feel that it is possible you should make it clear to the person(s) that the behaviour in question is offensive and you require them to stop. The informal complaint can be done in writing or orally.

### (b) FORMAL COMPLAINT

If the informal procedure has failed the following formal procedure should be instigated: The formal policy may be instigated not only when the informal procedure has failed, but also in extreme serious cases of complaints.

You may raise complaints with the Director or any other member of management. Managers carrying out investigations at the formal stage will not be connected in any way with the allegation/problem which has been made. A member of management will assist through the procedure. She or he will attend all meetings and maintain a written record of all proceedings. The Manager will check all records to ensure that it is accurate.

## INVESTIGATION PROCEDURE UNDER FORMAL COMPLAINT

### making a complaint

You must report the incident/problem as soon as possible, right after it happened or in accordance with the guidelines in the "statement" above.

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The complaint should be made in writing to the Director or member of management (or other members of the management team). The Manager dealing with the complaint will acknowledge receipt of the complaint and arrange to meet you within 5 working days (or as soon as possible while you are in the country). If it is not possible and the complaint was made after your departure, a formal phone interview will take place.

### **initial meeting**

The Manager will meet you to clarify and formally record the nature of the complaint/problem and that it is being handled under the formal procedure. The Manager will also ensure that you are aware of the next stages of the procedure.

### **avoiding contact between the two parties involved**

This issue must be thought through and considered before informing the other party. In serious cases, consideration will be given to precautionary suspension on full pay to enable full investigations to proceed. An individual who is going to be suspended will be advised formally at a meeting with the Manager.

### **informing the other party**

The Manager will meet the other party to outline the nature of the complaint against them and that it is being handled under the formal procedure. The Manager will also ensure that you are aware of the next stages of the procedure.

## **INVESTIGATION OF A COMPLAINT**

### **1. Meeting the person making the complaint**

The Manager and a representative will meet the person who made the complaint to ask for their version of the event. They will also discuss all related matters with her or him. The person has the right to be accompanied by a work colleague or trade union representative.

### **2. Meeting the other party**

The Manager and the representative will meet the other party to ask them for their version of the event(s). They have the right to be accompanied by a work colleague or trade union representative.

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### **3. Meeting with anyone who can assist with more information about the case**

After listening to both sides, the Manager and the representative will meet with anyone who can offer more information about the case. Each individual will be asked to outline the problem.

### **4. Further meetings if needed**

If it is deemed to be necessary, the Manager and the representative may conduct further meetings with anyone who had been interviewed during point one, two and three.

### **5. Reporting of facts**

Having obtained and considered all the information possible, the Manager will prepare a written report outlining the facts, indicating the findings, and whether a case is substantiated.

### **6. Communicating what has been found**

The outcome of the investigation will be communicated to the person who raised the complaint(s) and the person against who the complaint was made.

### **7. Right to appeal**

- You can appeal against the decision if you think:
- The decision was wrong
- Unfair procedures were used
- The outcome is too harsh
- New evidence has come to light

You should raise the matter with the next higher level of management or to the Manager who dealt with the complaint(s) / issue(s).

### **8. Decision on disciplinary action and/or compensation**

If it is applicable, another manager will evaluate the outcome of the investigation and decide if disciplinary action and/or compensation should take place and / or take other appropriate actions (e.g. training and / or counseling).

If disciplinary actions should be taken, the disciplinary actions must take place in accordance with the Company's Disciplinary Procedures.

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If compensation should be offered, the compensation should represent the financial/non financial loss of the person who made the complaint. If agreement on the amount cannot be made, the Court of England or relevant accreditation bodies should get involved.

## 9. ABLS Accreditation complaints procedure (UK schools)

We would like to make sure that issues and problems are followed up and dealt with properly. However, if you are not satisfied with the outcome of your complaint, you have the right to inform our accreditation body about the issues. Please find their contact details below. You must submit your complaint to ABLS in writing.

Email: [info@ablsaccreditation.co.uk](mailto:info@ablsaccreditation.co.uk)

Tel: +44 (0) 1493 39 34 71

## ACCOMMODATION

### accommodating over 18s and under 18s

EFL will not accommodate over 18 and under 18 students in the same residence. The agent/client should contact us in advance in case of a mixed aged group (over 18s and under 18s arriving together) and EFL will offer alternative accommodation options for the over 18 students. White Rock Mansion and Astral Lodge student residences are prominently for students under the age of 18.

## FORCE MAJEURE

EFL will not be responsible for any failure to comply with any of its obligations (and therefore shall not be required to provide any compensation) if the failure is occasioned by any cause beyond EFL reasonable control. Nor shall EFL be responsible for any costs incurred by or on behalf of the student as a result of any such cause. Such causes shall include but shall not be limited to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, unusually adverse weather conditions and infectious diseases.

## CONDUCT & BEHAVIOUR

EFL reserves the right to refuse an enrolment, or in the case of unsatisfactory attendance, work or conduct, to dismiss a student from a course without refund. Repatriation is at student's own expense.

EFL is not liable for any loss, damage, illness or injury to persons or property, however caused, except where statutory liability applies.

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## **SUPERVISION**

EFL provides supervision for groups booking activities (for the time of activities) and during class time. If the students don't book activities with EFL, the Group Leaders are responsible for the students' well being after classes.

## **DAMAGE TO PROPERTY**

Students must pay the full cost of any damage they cause to property.

## **INSURANCE**

UK: Student Insurance is available from EFL. Our insurance automatically covers all students enrolled at EFL. This insurance is a full medical and travel insurance (with no excess). For more information about the coverage, please visit [www.eflworld.com/downloads](http://www.eflworld.com/downloads). If you decide to purchase additional insurance cover you and your group, EFL cannot be held responsible for the coverage provided with the insurance arranged by you. Our insurance policy is clearly stated on our Agent Support page. By paying the deposit for the course, you accept the insurance terms and conditions supplied.

Australia: You are responsible to arrange your own travel and medical insurance.

## **PHOTOGRAPHY & FILMING**

EFL may take promotional photographs and video footage of students. If students do not wish to participate, EFL will respect their wishes but it is students' responsibility to absent themselves from the photograph/video. The student (or the student's parent/guardian if (s)he is under 18) must inform us in writing before the course starts if they do not allow us to use such images/video footages. It is still the students' responsibility to absent themselves from the photograph/video.

## **GOVERNING LAW AND JURISDICTION**

These terms governed by and construed in accordance with the laws of England and Wales and any disputes will be decided by the English courts.

If there is any conflict between these terms and conditions and any Agent Agreement, these terms and conditions will prevail. These Booking Conditions and any contract to which they apply are governed in all respects by English law. The Courts of England and Wales will deal with any dispute, claim or other matter, which arises out of or in connection with your contract or booking.

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## DATA PROTECTION AND GDPR PRIVACY NOTICE

In order to process your booking and to ensure that your travel arrangements run smoothly and meet your requirements we need to collect certain personal details from you. These may include, where applicable, names and addresses, credit/debit card or other payment details and special requirements such as those relating to any disability or medical condition which may affect the chosen holiday arrangements and any dietary restrictions which may disclose your religious beliefs. If we need any other personal details, we will tell you before we obtain them from you. We must pass on your personal details to the companies and organizations that need to know them so that your holiday can be provided. The information may also be provided to security or credit checking companies, public authorities such as customs/immigration if required by them, or as required by law.

Your information will be used to administer and provide products and services you request, to carry out market research so that we can improve the products and services we offer and to create an individual profile for you so that we can understand and respect your preferences.

We are entitled to assume you do not object to our doing any of the things mentioned above unless you tell us otherwise in writing. You are generally entitled to ask us what details of yours are being held or processed, for what purpose and to whom they may be or have been disclosed. We will charge a fee to respond to such a request if the requested information is manifestly unfolded or excessive. In limited circumstances we are entitled to refuse your request. Except where expressly permitted by the Data Protection Act 1998, we will only deal with the personal details you give us as set out above unless you agree otherwise.

[Please read our GDPR Privacy Notice for Agents and Clients as well \(eflworld.com/downloads\)](http://eflworld.com/downloads)

### You have the right:

- to be informed about the data held about you.
- of access the data held about you.
- to rectification.
- to erasure the data held about you.
- to restrict processing of the data held about you.
- to data portability.
- to object to the use of certain part of data held about you.
- not to be subject to automated decision-making including profiling.

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## data retention period

The Company will keep your personal data up to 24 weeks after the last day of work. After this period, if continuous employment is not provided, the Company will destroy all relevant data held about you.

The Company is entitled to change the above specifications at any time at its discretion. Please ask the Director in case you have any questions about how your data is stored. If you feel that the above data processing procedures are incorrect, you have the legal right to raise the concern with ICO (Information Commissioner's Office).

Last modified: 07-10-2019

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## hello.

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