



TERMS AND CONDITIONS FOR TEFL CERTIFICATION CLASS

The TERMS AND CONDITIONS is between _____ (“Participant”) and TEFL Institute hereafter referred to as “TEFL INSTITUTE.” These Terms and Conditions are entered into in connection with the program by TEFL INSTITUTE under which TEFL INSTITUTE provides a Teaching English as a Foreign Language (TEFL) Certification course. Participant enters into these Terms and Conditions in consideration for being able to participate in a TEFL INSTITUTE program and for other good and valuable consideration, the sufficiency of which the parties acknowledge. To indicate agreement with the stated policies initial at the bottom of each page with a full signature on the final page of this document.

Note: Participant, and if Participant has not yet reached the age of 18 years, his or her parents or guardian, should not sign the Terms and Conditions until Participant and, if applicable, his or her parents or guardian have read it carefully and understand its contents. This document is a legally binding release, which, in certain situations, will reduce or eliminate the legal rights and legal recourse of Participant and his or her parents or guardian.

If Participant is younger than 18 years of age, the Terms and Conditions must be signed by the parents or legal guardian of Participant, and, in such case, all references below to Participant includes his or her parents or guardian.

1. Payment Policy

Participant has agreed to pay the applicable tuition in consideration of TEFL INSTITUTE providing educational training.

A. TEFL Professional, TEFL Basic and TEFL Seminar

Course fees are due in full at the time of registration.

Payment Plans are provided to those students seeking to enroll in the course. To enroll in a payment plan the student must agree to the following:

- o Pay a minimum 33% of the course fee as an initial down payment
- o \$25 Processing Fee will be added to the overall cost of the course due to the administration of the payment plan.
- o The remaining balance or 67% of the course fee must be paid in full by the last day of the student’s initial class.
- o Students may pay in any weekly or monthly installments as best determined by their TEFL Advisor and agreed to in writing prior the start date of the course.

Course fees are due 14 days before the class start date.

- o A \$50.00 registration fee is added for those registering seven (7) or less days before the class start date.
- o A \$100 registration fee is added for those enrolling on the class start date or at a later date.

B. International Course Locations

Security Deposit: A minimum payment of 50 % of the course tuition at the time of registration is due to reserve a spot in advance. \$ 350 is your Security Deposit; this fee is nonrefundable and is deductible from the course fee. The remainder of the tuition, together with any additional application materials as requested by TEFL INSTITUTE, is due in full 90 days prior to class start date.

- Late registration (89 to 0 days before the course start date) are accepted only upon review and subsequent approval of the TEFL INSTITUTE and are subject to the following late fee schedule:
 - o 89 to 60 days: \$ 50 late fee
 - o 59 to 30 days: \$ 100.00 late fee
 - o 29 to 0 days: \$ 150.00 late fee

C. Roosevelt University Students

This letter of agreement does not supersede any such agreements you may have with Roosevelt University; it only covers any and all responsibilities associated with TEFL Institute in the administering and/or management of your TEFL Course.

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Please initial each page and sign at the end. Return the document to TEFL Institute by certified mail.



2. Cancellation and Refund

TEFL INSTITUTE reserves the right, in its sole discretion, to reject an individual at any time prior to the class start date, or to cancel the class in which Participant is scheduled to participate. In the unlikely event of such a cancellation, or if the Participant has been rejected, the total amount paid to TEFL INSTITUTE will be refunded. Other than such refund, TEFL INSTITUTE will not be responsible to Participant for any other refund, costs, interest, liability or damages of any kind.

If Participant cancels for any reason, Participant must notify TEFL INSTITUTE in writing. The cancellation will be effective upon receipt of the writing by TEFL INSTITUTE in its offices in Chicago, Illinois. TEFL INSTITUTE incurs substantial administrative and planning costs for this class. Therefore, regrettably, if Participant cancels his or her participation in TEFL INSTITUTE course, funds paid by Participant to TEFL INSTITUTE can be refunded only as set forth below.

A. TEFL Professional, TEFL Basic, and TEFL Seminar Refund Schedule

- 30 or more days prior to course start date - 100% refund less \$100.00
- 15 to 29 days prior to course start date - 50% refund less \$100.00
- 0 to 14 days prior to course start date - 25% refund less \$100.00
- Once the course starts no refund can be made however you may transfer to another or later course section upon payment of the \$100 course transfer fee.

B. International Course Locations

Security Deposits are non-refundable.

- 90 days prior to the course start date - 100% refund less the \$350 security deposit
- 89 to 60 days prior to the course start date - 50% refund less the \$350 security deposit
- 59 to 30 days prior to the course start date - 25% refund less the \$350 security deposit
- 29 days or less to the course start date - 0% refund
- Once the course starts no refund can be made however you may transfer to another or later course date upon availability and payment of the \$100 course transfer fee.

Special Note: Please read: Please read: If you are taking a TEFL Course in Thailand, our TEFL Course provider will not provide a refund under any circumstances. If you postpone, cancel, drop out of otherwise terminate your course involvement, your monies will not be refunded. TEFL Institute will prevail on the local course administrator but they may not honor our request for your refund.

Postponing Your Course

If you postpone the starting date of your course giving more than 30 days notice, no penalty; less than 30 days notice, you will forfeit your original deposit which must be paid again.

Dropping Out of Your Course

Please note that if, for whatever reason, you have to drop out of the course once it has started, there will be no right to any refund, irrespective of circumstances but where the circumstances are extreme (for example serious illness), you will be able to join a later course (the dates of the course to be determined by us) on payment of the \$100 course transfer fee.

TEFL Institute cannot be held liable for any losses to students other than those covered by the Terms & Conditions Letter. Participants taking courses outside of their home country are strongly advised to take medical, personal effects and insurance. TEFL Institute or its partners cannot be held responsible for loss or theft of personal belongings.

As pointed out below, Participant is responsible for roundtrip transportation to the course location. Participant is solely responsible for any airfare or travel fees, housing, visa and related charges, expenses or penalties, that might result from any cancellation of or change in Participant's program, whether Participant cancels the program or it is cancelled or altered by THE TEFL INSTITUTE.

It is very important that Participant understands the cancellation policy. If it is not clear, Participant should ask for clarification. THE TEFL INSTITUTE cannot make exceptions to this cancellation policy for any reason, including medical emergencies. THE TEFL INSTITUTE strongly urges Participant to purchase trip cancellation insurance.

3. Acknowledgement and Release

Under the program, Participant will participate in activities that may be outside of the United States. Often, the locations of TEFL INSTITUTE programs are in countries that are referred to as developing countries and the conditions may be difficult. Participant may be called upon to exercise great care for his or her own person and belongings. Participant has

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informed himself or herself of the conditions in the countries and locations where Participant will be during Participant participation in TEFL INSTITUTE program and has also consulted with appropriate medical personnel and has determined that his or her health is adequate to participate safely in Participant's program. Participant understands that TEFL INSTITUTE is a service organization and recognizes that participation in the program is voluntary. Participant recognizes that there are inherent risks that Participant must assume when he or she participates in a program that provides the opportunity to participate in providing education assistance, conservation efforts, and humanitarian assistance. Participant recognizes that TEFL INSTITUTE does not assume any responsibility for injury, sickness, personal health, or death, or loss or damage to property while Participant's participation in TEFL INSTITUTE program, including travel to, from and during the program, Participant may encounter difficult conditions and may be subjected to hazards and risks, foreseen and unforeseen. These hazards and risks may cause or alleged to be caused by a variety of difficulties of travel or residing in locations away from the Participant's residence or by individuals either affiliated with or not affiliated with TEFL INSTITUTE.

By signing below, Participant agrees that he or she read and understands that Participant's participation in a TEFL INSTITUTE program involves hazards and risks, foreseen and unforeseen, and that Participant is prepared to accept those risks. Accordingly, Participant releases TEFL INSTITUTE (including all of its personnel, agents, affiliates, staff, and directors) from any and all liabilities for claims of any type or description, including those with respect to any injury or losses, including personal injury, sickness, disease, or death or damage to person or property. This release does not apply to liabilities arising from gross negligence or wanton or reckless conduct by TEFL INSTITUTE or its representatives. Apart from that exception, this release applies to any and all liability for claims, of any type or description, whether arising from ordinary negligence or otherwise, whether involving fees, expenses, or damages of any compensation for claims as to which Participant or his or her estate will indemnify and hold harmless THE TEFL INSTITUTE for all sums reasonably incurred in response to such claims.

TEFL Institute
1906 W. Irving Park Road
Chicago, IL 60613
Phone (773) 880-5141 Fax 773-880-5940
www.teflinstitute.com info@teflinstitute.com

Participant Initials _____



4. Not an Employee of TEFL INSTITUTE

Participant acknowledges that he or she is not an employee of TEFL INSTITUTE and waives all claims and rights that Participant might otherwise have as an employee of TEFL INSTITUTE.

5. Use of Participant Likeness

Participant acknowledges and agrees that in the course of Participant's participation in a TEFL INSTITUTE program and after the completion of the program, TEFL INSTITUTE may record Participant's likeness or comments. Participant consents to the use of Participant's likeness (whether photographed, filmed, videotaped, including, without limitation, portions of a film or videotape) and comments or any portion of such in any manner developed now or in the future, including, without limitation, marketing and promotional materials, advertising for television, radio, print or other media, and any other THE TEFL INSTITUTE presentations. Participant agrees that, in connection with such use, TEFL INSTITUTE, and persons acting for or on behalf of TEFL INSTITUTE, may identify Participant and may identify Participant's name, age, city and state/territory/other district or country of residence. Participant releases, indemnifies and agrees to hold harmless THE TEFL INSTITUTE, and persons acting for or on behalf of TEFL INSTITUTE, from any liability for acts authorized under this section of this Terms and Conditions form.

6. Air Travel, Visa, Housing, Meals and Transport

Participant is responsible for air tickets, transfers, visa fees, taxes, and other expenses associated to Participant's program. Participant may utilize any travel service they wish. Participant agrees to indemnify the TEFL INSTITUTE against any and all losses associated with air travel, hotels, lodging, meals, transport, and airport taxes for the use of reporting to their program country as stated above.

7. Governing Laws and Arbitration

These Terms and Conditions shall be governed by and construed in accordance with the substantive law of the State of Illinois, USA, applicable to agreements made and to be performed wholly therein, without regard to its provisions or rules concerning choice of laws or conflicts of laws. Any controversy or claim between the parties to this Agreement shall be resolved in arbitration in the place of arbitration shall be Cook County, Illinois (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). The arbitrator shall apply the substantive law of the State of Illinois, USA, as set forth above, and any award rendered shall be final and conclusive upon the parties and a judgment thereon may be entered in any court, state or federal, having jurisdiction. The expenses of the arbitration shall be borne equally by the parties of the arbitration, provided that each party shall pay for and bear the cost of its own experts, evidence and counsel fees, except that in the discretion of the arbitrator, any award may include the cost of a party's counsel if the arbitrator expressly determines that the party against whom such award is entered has caused the dispute, controversy, or claim to be submitted to arbitration as a dilatory tactic.

Date _____ Signature _____

For Participants under age 18, parents or legal guardian must also sign below:

Parent Signature _____ Parent Signature _____

Guardian Signature _____



For The TEFL Institute _____

Date _____ Title _____

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