

# Terms and Conditions

## European Mobility Programmes

By signing your application form, you are agreeing to the following Terms and Conditions which set out the terms of contract between you, the customer, and Foyle International.

# Foyle International

17 - 21 Magazine Street, Derry, BT48 6HH,  
Northern Ireland (UK)

Tel: (+44) 2871 371535 Web: [www.foyle.eu](http://www.foyle.eu)  
Fax: (+44) 2871 371534 Email: [info@foyle.eu](mailto:info@foyle.eu)

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## Application

This form should be returned by email to [info@foyle.eu](mailto:info@foyle.eu). No booking is confirmed until we receive all enrolment documents.

- By supplying your information for the enrolment sheet and signing the Terms & Conditions you are confirming that the information provided is correct and you understand that providing false information may compromise your acceptance on your chosen programme.
- It is your responsibility to ensure that you have a valid passport and obtain appropriate documentation for entry to the required European country. We do not accept any liability for financial loss incurred by failure to have the correct travel documentation, visa or insurance.
- We reserve the right to refuse any applicant who does not meet the programme eligibility requirements.

## Fees, Payment and Services

- Programmes and services offered are based on the budgets as advised by the sending organization/funders.
- Pocket money Euro (€)

## Cancellations

- Students who cancel their participation once flights have been booked by Foyle International will be **responsible for repaying all costs incurred to date**.
- Incurred costs may include the price of return flights, travel insurance to accommodation and management fee of the hosting organization.
- It is the students' responsibility to repay these fees to Foyle International who can return the funds to the European Union. Failure to return fees incurred may result in legal action being taken.
- Cancellations must be made in writing to Foyle International.
- If a cancellation is made once a flight has been booked, deposit fees will not be returned (if taken).

## Incomplete Programme/Returning early

- Once a student has enrolled on a programme they have committed to fulfilling the requirements of the project and fulfilling the dates agreed.
- Returning early or taking a break from the programme is not permitted and doing so may result in your funding being withdrawn and costs incurred having to be repaid by the student.
- Only under the case of Force Majeure can a participant cancel or return early from a funded programme. **Force majeure** applies to mobilities which could not be started or completed due to an unforeseeable exceptional situation or event beyond the individual participant's control. It is not attributed to error nor negligence on the participant's part. Such situations can arise at any time including factors such as sudden disease, accidents, death, earthquakes and other causes.

## Changes to programmes

- Foyle may at times be forced to make changes to programmes or services and we reserve the right to do so. If a significant change needs to be made, you will be informed as soon as possible.

## Insurance

- Before departing to your European destinations Foyle International will organise Travel Insurance. It is recommended that you take out your own health and medical insurance.

## Discipline

- We reserve the right to exclude participants from their programme or remove them from their accommodation due to poor discipline or attendance. In such cases there will be no refund of fees and we take no responsibility for the provision of alternative programmes or accommodation. Any transportation or related costs will be the sole responsibility of the student.
- For further information, please refer to our **Code of Conduct and Disciplinary Policy**.

## Student Welfare Policies

- A full list of Foyle policies may be found on the website, and in the student and agent manuals. These include: **Bullying Policy, Child Protection Policy, Health & Safety Policy, Complaints Policy, Data Protection Policy**
- If a student's actions are found to be in breach of any of these policies this may potentially lead to instant dismissal from the programme.

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## Publicity

- Students agree that photographs and achievements can be used for promotional purposes unless otherwise stated. Parents of under 18's will be specifically asked for written consent on the parental consent forms.

## Accommodation General

- Accommodation is organized by the receiving organization in the destination country. Receiving organizations will require necessary documents such as student enrolment sheet, CV, motivation letter and flight details to confirm accommodation bookings. Foyle International do not take any responsibility for the accommodation in the destination country.

## Damages

- Students staying in Self Catering accommodation in destination countries are usually required to pay a deposit between €50-€100 upon arrival. This is between the participant and the receiving organization; please read the terms and conditions of the receiving organization.
- In the instance of damage being caused by a student it is the student who is responsible for any costs incurred. Failure to resolve issues or pay outstanding debts will result in your certificates and final reports being withheld – this may cause problems between you and your funding organization (i.e. Erasmus+).

## Behaviour

- We expect reasonable behaviour from students and accommodation providers. Students that don't show reasonable behaviour (for instance, swearing, inappropriate behaviour, vulgarity, violence, taking of illegal substances, lack or respect shown to the host) may be removed from the accommodation at short notice. In this case Foyle have no obligation to source suitable accommodation in the destination country.

## Theft

- Students are also advised that their belongings are not automatically insured against theft, loss or damage and should take out personal/travel insurance.

## Complaints

If you have a complaint, please report immediately in person, by phone or by email to Foyle International. Your complaint will be quickly and efficiently dealt with and if necessary we will offer you alternative accommodation. Foyle International nor the sending organization will not pay for hotel or other accommodation taken if you decide not to take the accommodation they offer.

## Work Placement

To get the full benefit from your experience you must have **realistic expectations** from the beginning. The nature of funded European Mobility Programmes do not offer 'like for like', the same as you would be doing in your home country. You need to take into consideration that you are working in a different country with different working ethics, culture, ideas, legislation and procedures.

**During the programme, participants must follow the rules and processes outlined by their receiving organization. Participants are subject to the terms & conditions of their receiving organization and accommodation provider. We recommend that participants first speak to their receiving organization in the host country to find a solution to problems but participants can also always contact Foyle International staff.**

## Work Placements

Do not expect to be doing the same tasks as full-time employees.

You will be put in a workplace depending on your language level of your destination country, your qualifications and knowledge, your past work experiences and your personal attitude (enthusiasm, motivation and initiative).

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Please be advised that work placements are secured based on the strength of your CV and motivational letter.

## Work Hours

All work placements are different and you may have a different schedule from other students. You may be required to work **part-time, full-time, nights, early mornings or weekends** depending on the sector you have chosen.

You are required to undertake 25-35 hours per week as part of your European Mobility Programme. If you ever feel like you are doing more or less than the above hours please contact Foyle International staff and your receiving organization as soon as possible.

## Issues in the workplace

The first week is a settling in period – the receiving organization do not make changes to work placements after the first week unless they feel it is a valid reason.

If you do encounter problems in your work placement you need to **make an appointment** to discuss with the receiving organization and/or Foyle International staff. If a solution can't be found at the host company the receiving organization will begin to look for an alternative – **participants must be patient** during this period and remain at the company until a 2<sup>nd</sup> suitable company can be secured.

Always **respect and behave accordingly** in the work place, as these are extremely welcoming companies that the receiving organization wishes to continue working with.

Participants must always be **punctual** and on **no occasion take any time off work** unless they have **informed both the Receiving Organization and their employers in the host country**. Failure to do so could result in disciplinary action being taken.

## Dismissal

If for whatever reason a participant is **dismissed from their work placement or leaves of their own accord**, the receiving organization is **not obliged** to find another placement.

**Dismissal from the workplace will result in funding being withdrawn and the participant will be required to repay in full, the costs to date which they have incurred (return flights, travel insurance, local transport, accommodation, living subsistence and any other relevant costs.)**

If a placement **cannot be found** in the relevant sector which has been requested due **to lack of qualifications, lack of experience, poor attitude or low level of English**, a participant **must be willing** to accept a position in another sector.

1. I have read and agree to the TERMS AND CONDITIONS outlined by Foyle International.
2. I give authorisation for Foyle International to use any images taken during the programme for promotional purposes.
3. I certify that all information given by me is accurate and complete.

Signature: ..... Date: .....

Additional parental consent required for Under 18s – please also read and sign the consent form

*Foyle International reserves the right to remove any client from their course and accommodation if their behaviour is deemed unreasonable.*

***I have read and understood the terms and conditions and appendices for enrolment, and confirm acceptance of my payment duties and obligations herein by signing below:***

***[PRINT name] .....***

***[Signature].....***



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