

This TERMS AND CONDITIONS agreement is between _____ (Student's Name) and the Intercultural Communications College (ICC Hawaii). This document shall cover the full scope of our services to you. We assume no responsibility outside of the administration and management of the TEFL/TESOL training course.

DEFINITIONS

1. TEFL - Teaching English as a Foreign Language
2. TESOL - Teaching English to Speakers of Other Languages
3. TEFL/TESOL Certificate - the document indicating evidence of course completion by Student
4. Course Start Date – the first day of your course as posted by ICC Hawaii
5. Course End Date – the last day of your course as posted by ICC Hawaii
6. Job Search Guidance - advice provided to our Partner School's Students and graduates relating to their search for English teaching jobs abroad, preparation for interviewing and securing employment
7. Online TEFL/TESOL Course –comprised of 150 hours of online coursework and 20 hours of Practicum which can be student teaching and tutoring (minimum 6 hours) and observing as arranged by the student and approved by the instructor.
8. TEFL Admissions Advisor - individual(s) employed by ICC Hawaii offering pre-enrollment support and guidance to Students.
9. TEFL Instructor - the individual(s) or group teaching TEFL training courses.
10. Transfer Fee - the fee paid by a Student to transfer from one course to another.
11. Partner School – A school, other than ICC Hawaii, that hosts accredited online and in-person TEFL/TESOL Classes.

COMPONENTS OF THE ONLINE TEFL/TESOL COURSE

- 150 hours of online coursework 150 in TEFL/TESOL principles
- 20 hours of TEFL Practicum: student teaching (6 hours) + tutoring, observation or a combination.
 - 30 additional hours, optional – in Business English and Young Learners models - no extra fee

JOB SEARCH GUIDANCE

ICC Hawaii's partner school provides guidance to help students find an ESL/EFL teaching job abroad. This is an accommodation for students, there are no warranties, expressed and/or implied or otherwise, regarding any job search experience including, nor the quality or conditions of the student's employment and agreement with a school, recruiter or any organization.

- The Student recognizes that ICC Hawaii and its partner school are not job placement organizations and that they only assist students and graduates through guidance and advice in finding English teaching jobs abroad.
- Every enrollee is eligible to receive job search guidance:
- ICC's partner school's staff is available to assist in developing the student's resume, preparing for an interview, and reviewing an employment contract. Ultimately, it is the responsibility of the Student to obtain and accept an English teaching job abroad.

TEFL/TESOL TERMS & CONDITIONS

- Only students who have paid all course fees in full and/or submitted required enrollment documents will receive Job Search Guidance from ICC's partner school.

ACCEPTANCE

The student will receive an acceptance notice from ICC. For acceptance, ICC must have a complete application and the student must complete an interview with an ICC administrator.

TUITION & TEXTS

Tuition for 2017 is \$1395. Along with a letter of Acceptance, the student will receive this Terms and Conditions form and an invoice for tuition. Only when the Terms and Conditions Form and the full payment for tuition will a seat in any class be reserved.

The Terms and Conditions Form must be signed in ink, not a copy, fax or email scan).

To reserve a seat in class beginning _____ full payment must be received by ICC. If the payment is received later than _____ the student may have to consider a later starting date.

With this payment you will receive an online text which is covered in your tuition. If you wish a paperback copy of this text it can be ordered online: <https://www.internationalteflacademy.com/textbook-orders>
The paperback cost is \$ \$ 67.95 plus tax and shipping.

CANCELLATION POLICY

Courses cancelled by ICC or its Partner School: Student will receive a 100% refund when any course is cancelled by ICC Hawaii and/or its Partner School. The refund will be paid to the Student within 30 days after the cancellation notice has been issued.

ICC Hawaii reserves the right, in its sole discretion, to reject an individual at any time prior to the Course Start Date. In the unlikely event of such a cancellation, ICC Hawaii will not pursue tuition payment, and if tuition has been paid, ICC will refund the full amount.

A Student cancels his or her registration: Should a Student cancel enrollment in an Online TEFL, for any reason, the Student must notify ICC Hawaii in writing by Email, Fax or a written mailed or hand delivered letter. The date of receipt by ICC will constitute the date for refund calculation.

The following refund schedule applies to the original Course Start Date, not any subsequent start dates. All refunds will be issued to the Student within 30 days from the date of ICC's receipt of the Student's written notice of cancellation.

If the Student cancels his/her registration for whatever reason, the following refund policy applies:

1. 90% of the amount paid when the student cancels 31 days or more before the original course start date.
2. 50% of the amount paid when the student cancels 8 and 30 days before the original course start date.

3. 25% of the amount paid when the student cancels 1 and 7 days before the original course start date.
4. 0% will be paid when the student cancels on the original course start date or any date thereafter.

TRANSFER POLICY & FEES

A transfer is when a Student

- delays a starting date, or is
- enrolled in an online class is unable to complete that class and transfers to a later online class, or
- is in an online class transfers to an on-site program at any of the Partner School locations.

Any Student enrolled in a class, who is unable to complete or unable to pass his/her online TEFL course and needs to withdraw for any reason will adhere to the transfer policy.

A Student can transfer courses a maximum of two times. Transfers can occur before or after the starting date or during the course; they can be any combination of any reasons. Only two are allowed.

Transfer Fees:

From: One Online Partner School TEFL Certification Course

To: another Online Partner School TEFL Certification Course

- **No transfer fee:** Transfer to another online course
 - 15 days or more before the starting date of the online course the Student is currently enrolled in
 - **or** 15 days or more before starting date of the course that the Student is transferring into.
- **\$100 transfer fee:** Transfer to another online course
 - 14-1 days before the starting date of the course that the Student is currently enrolled in
 - **or** 14-1 days before start date of the course that the Student is transferring into.
- **\$250 transfer fee:** Transfer to another online course
 - after the starting date of the course that the Student is currently enrolled in
 - **or** transfer on or after the start date that the Student is transferring into.

Tuition and Fees:

From: One Online Partner School TEFL Certification Course

To: An on-site course at any Partner School location:

Any Student who is enrolled in an Online Partner School TEFL Certification Course can transfer to an on-site TEFL Course at any of the Partner School's locations. Tuition and fees must be paid in full upon transfer. The following terms apply:

Tuition

- If the course is hosted by ICC's Partner School
 - The student must pay 50% of the cost of that course directly to ICC's Partner School
 - the transfer fee (see above) directly to ICC's Partner School.
- If the course is hosted by an affiliate of ICC's Partner School
 - The Student must pay difference in tuition amounts to the affiliated school and
 - the transfer fee (as below) directly to ICC's Partner School.

Transfer Fees

- **No transfer fee:** Transfer to the onsite course 60 days or more before the starting date of the course the Student is transferring into.
- **\$100 transfer fee:** Transfer to the onsite course 59-30 days or more before the starting date of the course the student is transferring into course.
- **\$250 transfer fee:** Transfer to the onsite course 29-1 days or more before the starting date of the course the student is transferring into course.

Neither ICC Hawaii nor the Partner School will issue a refund. The tuition paid for the online course will be applied to the on-site course.

Other Policies for On-Site TEFL Certification Courses

The Student must purchase either the online text or its paperback version.

<https://www.internationalteflacademy.com/textbook-orders>

Regarding attendance at on-site courses, the Student is solely responsible for any airfare or travel fees, housing, books, and/or related charges, expenses or penalties. If the on-site is cancelled by ICC or its Partner School, tuition will be refunded (according to the same policy as the online course) but neither ICC nor its Partner School will be responsible for any airfare or travel fees, housing, books, and/or related charges, expenses or penalties.

Students taking courses outside of their home country are strongly advised to take travel and medical insurance. Neither ICC Hawaii nor its Partner School can be held responsible for loss or theft of personal belongings. ICC Hawaii strongly urges the Student to purchase trip cancellation insurance.

ACKNOWLEDGEMENT AND RELEASE

Student has consulted with the appropriate medical personnel and has determined that his or her health is adequate to participate safely in the Student's course.

The Student understands that ICC Hawaii and its Partner School are training organizations and recognizes that participation in any course is voluntary.

The Student recognizes that ICC Hawaii does not assume any responsibility for injury, sickness, personal health, death, loss or damage to property while the Student participates in an ICC Hawaii course, including travel to, from any location, such as the Practicum site, which may be required for the course.

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 Student's residence or by individuals either affiliated with or not affiliated with ICC Hawaii.

USE OF STUDENT LIKENESS

Student acknowledges and agrees that ICC Hawaii may record the Student's likeness or comments before, during or after a course offered by ICC Hawaii. Student consents to the use of Student's likeness (whether photographed, filmed, or videotaped) and comments or any portion of such in any manner developed now or in the future. Student's likeness or comments can be used without limitation, in marketing and promotional materials, advertising for television, radio, print or other media, and any other ICC Hawaii presentations. Student agrees that, in connection with such use, ICC Hawaii, and persons acting for or on behalf of ICC Hawaii, may identify the Student and may identify the Student's first name, age, city and state/territory/other district or country of residence. The Student releases, indemnifies and agrees to hold harmless ICC Hawaii, and persons acting for or on behalf of ICC Hawaii, from any liability for acts authorized under this section of this Terms and Conditions form.

GOVERNING LAWS AND ARBITRATION

These TERMS AND CONDITIONS shall be governed by and construed in accordance with the substantive law of the State of Hawaii, 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 Honolulu, Hawaii (or at any other place or under any other form of arbitration mutually acceptable to the parties so involved). ICC Hawaii is not responsible for any legal fees if the Student should choose to pursue legal action.

The arbitrator shall apply the substantive law of the State of Hawaii, 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. Except as set forth below, 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 and evidence.

Should ICC Hawaii Prevail in an Arbitration or lawsuit notwithstanding anything above to the contrary, in the event of an arbitration hearing and/or lawsuit brought forth against ICC Hawaii by the Student (claimant) and one in which ICC Hawaii prevails, the Student (claimant) agrees to pay ICC Hawaii its litigation cost(s) of any and all fees for court costs, arbitration fees, reasonable attorney fees, including any and all expert fees utilized by ICC Hawaii during the adjudication of this claim either through the courts, arbitration, or by its attorney(s).

NULL AND VOID

In the event that ICC Hawaii ceases its operations due to natural or manmade disasters beyond its control or bankruptcy the Student agrees this contract is null & void.

TEFL/TESOL TERMS & CONDITIONS

It is very important that the Student understands the refund and cancellation policy. If it is not clear, the Student should ask for clarification. ICC Hawaii cannot make exceptions to this policy for any reason, including medical emergencies.

If Student is younger than 18 years of age all references to Student shall include his or her parents or guardian.

EACH PAGE OF THIS TERMS AND CONDITIONS DOCUMENT MUST BE INITIALED AND RETURNED IN ITS ENTIRETY TO ICC HAWAII.

Signature

Date

Printed Name

For applicants under 18 years of age (the student must be 18 years of age to start the course), a parent or guardian must also sign.

Parent or Guardian Signature

Date

Parent or Guardian Printed Name

Relationship to student