Note to Student: Please print your name on page one, initial each page in the bottom right-hand corner, and sign the last page before submitting to International TEFL Academy. If another party paid for your TEFL course, both you, the student, and the payer must initial each page and sign the last page.

The TERMS AND CONDITIONS is between _____ ("Student's Name") and International TEFL Academy. This TERMS AND CONDITIONS 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. **Course Start Date** – the first day of your course as posted by International TEFL Academy
2. **Course End Date** – the last day of your course as posted by International TEFL Academy
3. **International TEFL Course** – an in-person TEFL/TESOL training course of 100 hours or more
4. **Job Search Guidance** - advice provided to our students and graduates relating to their search for English teaching jobs abroad and preparations for interviewing and securing employment
5. **Online TEFL/TESOL Course** –TEFL/TESOL training comprised of 150 hours of online coursework and 20 hours of student teaching, tutoring, observation or a combination thereof in the form of a TEFL Practicum
6. **Scholarship** – Partial or full waiver of tuition given to select student(s) chosen by International TEFL Academy based on merit, need, or contest
7. **TEFL** - Teaching English as a Foreign Language
8. **TEFL Admissions Advisor -** individual(s) employed by International TEFL Academy offering pre-enrollment support and guidance to Students
9. **TEFL/TESOL Certificate** - the document indicating evidence of course completion by Student
10. **TEFL Instructor** - the individual(s) or group teaching TEFL training courses
11. **TESOL** - Teaching English to Speakers of Other Languages
12. **Transfer Fee** - the fee paid by a Student to transfer from one course to another

Administrative Fees

A. Course Transfer Fee(s) – When a Student is unable to **start or continue** his/her original course he/she can transfer to a course that begins at a later date. A Student can transfer courses up to a maximum of two times. The course transfer fee applies to both Online and International TEFL Courses. The course transfer fee must be paid in order to reserve a spot in a different course. *Additional fees may apply. Please refer to the section regarding your course type – Online TEFL Course or International TEFL Course.*

- **First Course Transfer Fee:** $100.00 (non-refundable)
- **Second Course Transfer Fee:** $200.00 (non-refundable)

B. International Course Administration Fee – Non-refundable portion of the deposit paid towards any International TEFL Course.

- **Fee Amount**: $250.00 (non-refundable)
- This fee is automatically included in the International Course Deposit.

ONLINE TEFL/TESOL COURSE

A. DEFINITION – Online TEFL/TESOL training comprised of 150 - 180 hours of online coursework and 20 hours of TEFL Practicum.

B. TEFL PRACTICUM - 20 hours of student teaching, tutoring, observation or a combination thereof. The TEFL Practicum must be completed by every Student enrolled in an online TEFL/TESOL Course to receive their TEFL/TESOL Certificate.

C. BUSINESS ENGLISH AND YOUNG LEARNERS MODULES – 30 hours of additional TEFL/TESOL training not included in the standard 170-hour online TEFL course. This is an optional add-on for any Student enrolled in the online TEFL/TESOL Course.

D. ONLINE CLASS REFUND SCHEDULE – The following refund schedule applies to the original course start date, not any subsequent start dates. All refunds will be issued to Student within 30 days from the date of acceptance of Students' written notice of cancellation.

Student will receive:

1. 90% of the amount paid when the course is cancelled 31 days or more before the original course start date.
2. 50% of the amount paid when the course is cancelled between 8 and 30 days before the original course start date.
3. 25% of the amount paid when the course is cancelled between 1 and 7 days before the original course start date.
4. 0% of the amount paid when the course is cancelled on the original course start date or any date thereafter.

E. CANCELLATION POLICY - Student will receive a 100% refund when any course is cancelled by International TEFL Academy. Refund will be paid to Student within 30 days after the cancellation notice has been issued. International TEFL Academy reserves the right, in its sole discretion, to reject an individual at any time prior to the Course Start Date, or to cancel the Course in which Student is scheduled to participate. In the unlikely event of such a cancellation, or if the Student has been rejected, the total amount paid to International TEFL Academy will be refunded. International TEFL Academy will not be responsible to Student for any other refund, costs, interest, liability or damages of any kind. These costs can be, but are not limited to flights, housing and travel arrangements made by Student.

F. TRANSFER POLICY – If Student postpones the start date of his/her course with at least thirty (30) days written notice there is no penalty. If Student postpones his/her course within 29 days or less before the course start date he/she will be required to pay the non-refundable transfer fee. The following terms apply to Student who transfers classes.

- Student can transfer courses up to a maximum of 2 times. This includes transfers that occur before the course begins and after the course start date.
- Student must pay course transfer fee in order to reserve his/her spot in a new course.
- Student who is unable to pass his/her online TEFL course or needs to withdraw for any reason will adhere to the transfer policy.

Transfer to an Online TEFL Course – Student who is enrolled in the online TEFL class can transfer to another online TEFL Course hosted by International TEFL Academy. The following terms apply to Student who transfers **after** original online course has begun:

- Student can transfer online courses up to a maximum of 2 times.
- Student must pay course transfer fee at time of transfer to reserve spot in new course.

Transfer to an International TEFL Course - Student who is enrolled in the online TEFL course can transfer to an International TEFL Course. The following terms apply to Student who transfers **after** original online course has begun:

1. Fees must be paid in full upon transfer.
2. International Course that is hosted by a partner school:
   - Student must pay tuition balance directly to partner school.
   - Student must pay course transfer fee directly to International TEFL Academy.
3. International Course that is hosted by International TEFL Academy:
   - Student must pay 50% of current cost of International Course directly to International TEFL Academy.
   - Student must pay course transfer fee directly to International TEFL Academy.

G. COURSE MATERIALS – There are no required materials to purchase for the TEFL/TESOL **online** Certification course. However, students can purchase the **TEFL Certification Course Book** for an additional fee. Purchasing the course book is completely optional and is not a requirement. All course book purchases are between the student and an independent book publishing/distribution site such as Lulu.com, Amazon.com, etc.

INTERNATIONAL TEFL COURSES

A. DEFINITION - Any in-person or onsite TEFL/TESOL training course taught at a physical classroom location either by International TEFL Academy or a partner school.

- International TEFL Academy – In-person TEFL Class owned and operated by ITA in Chicago, Illinois.

- Partner School – A school or third party, other than International TEFL Academy, that hosts accredited, in-person TEFL/TESOL Classes.

B. PAYMENT SCHEDULE - The course fee shall be paid in two payments. This agreement shall only cover any fees paid directly to International TEFL Academy and not to any third party, partner, or other entity that is not International TEFL Academy.

- **First Payment:** International TEFL Class Deposit – One class deposit payment will be paid directly to International TEFL Academy.
- **Remaining Balance:** Final/Second Class Payment –
  - **i.** Students enrolled in the International TEFL Academy course in Chicago, Illinois, USA will pay their remaining balance directly to International TEFL Academy. This balance will be due at least 30 days prior to the student's course start date.
  - **ii.** Students enrolled in any other International Course shall pay the remaining balance directly to the International TEFL Academy partner school or other entity. This balance will be due at least 30 days prior to the course start date.
- **Late Fees:**
  - **i.** If a Student registers within 30 days of an International Course Start Date, he or she will be required to pay a $100.00 rush processing fee. (This does not include online TEFL Courses.)
  - **ii.** If a Student submits required Enrollment Documents to International TEFL Academy within 30 days of an International Course Start Date, he or she will be required to pay a $100.00 rush processing fee. (This does not include online TEFL Courses.)

C. HOUSING - Housing fees are paid directly to the housing provider at your course location and not to International TEFL Academy. Housing fees are due on the schedule dictated by the housing provider. Any housing refunds must come directly from the housing provider and not International TEFL Academy. International TEFL Academy is not responsible for the kind, quality, or condition of the housing. International TEFL Academy does not make any warranties, either expressed or implied, as to the availability and/or condition of the housing.

D. INTERNATIONAL TEFL COURSE REFUND SCHEDULE - The following refund schedule applies to the original course start date, not any subsequent start dates. Refunds apply only to the amount paid directly to International TEFL Academy. All refunds will be issued to Student within 30 days from the date of acceptance of Student's written notice of cancellation.

Student will receive:

1. 100% of the amount paid when Student withdraws or cancels at least 90 days before the original course start date excluding the International Course Administration Fee ($250.00).
2. 50% of the amount paid when Student withdraws or cancels at least 89 to 61 days before the original course start date excluding the International Course Administration Fee ($250.00).
3. 25% of the amount paid when the Student withdraws or cancels between 60 and 30 days before the original course start date excluding the International Course Administration Fee ($250.00).
4. 0% of the amount paid when the Student withdraws 29 days before the course start date or any date thereafter.

Entry Visa – Any Student who is denied entry into the country of their course location by the government (i.e. consulate, embassy, customs, etc.) is entitled to a 100% refund of all fees paid to International TEFL Academy. Student must show official proof of denial to receive refund. All refunds will be processed within 30 days after proof of denial has been submitted to International TEFL Academy.

E. CANCELLATION POLICY –

If, in the unlikely event a course is cancelled by International TEFL Academy, Student will receive a 100% refund of course fees paid directly to International TEFL Academy. Refund will be paid to Student within 30 days after the cancellation notice has been issued. International TEFL Academy reserves the right, in its sole discretion, to reject an individual at any time prior to the Course Start Date, or to cancel the Course in which Student is scheduled to participate. In the unlikely event of such a cancellation, or if the Student has been rejected, the total amount paid to International TEFL Academy will be refunded. International TEFL Academy will not be responsible to Student for any other refund, costs, interest, liability or damages of any kind. These costs can be, but are not limited to flights, housing and travel arrangements made by Student.

F. TRANSFER POLICY –

If Student postpones the start date of his/her course with at least 90 days written notice there is no penalty. If Student postpones his/her course within 89 days or less before the course start date he/she will be required to pay a non-refundable transfer fee. The following terms apply to Student who transfers classes.

- Student can transfer courses before or during his/her original course start date up to a maximum of 2 times.
- Student who is unable to pass his/her TEFL course will adhere to the transfer policy.
- Student who needs to withdraw from his/her TEFL course unexpectedly will adhere to the transfer policy.
- International TEFL Academy will not issue a refund when Student transfers to another course location if the tuition of the original course is higher. Student will be required to pay the difference in price if the second course location has a higher course price than the original course. Student will also be required to pay the course transfer fee.
- After the course start date, Student who is enrolled in an International TEFL Course can transfer courses. Student can transfer to the same international TEFL course location; an international TEFL course hosted in a different location; or an online TEFL Course hosted by International TEFL Academy. The following terms apply:
    - **Transfer to an Online TEFL Course**

- From International TEFL Course hosted by International TEFL Academy – Student must pay course transfer fee directly to International TEFL Academy. Fees must be paid in full at time of transfer.
- From International TEFL Course hosted by partner school – Student must pay course transfer fee directly to International TEFL Academy plus remaining balance of the current cost of tuition. Student's deposit paid to International TEFL Academy upon enrollment will count toward current cost of tuition for online course.

- **Transfer to an International TEFL Course hosted by International TEFL Academy**
  - Student must pay course transfer fee *plus* 50% of the total current cost of tuition of course. Fees must be paid in full at time of transfer.
- **Transfer to an International TEFL Course hosted by a partner school or other entity**
  - Student must pay course transfer fee directly to International TEFL Academy *plus* remaining course balance directly to partner school.

G. POSTPONING A COURSE BY INTERNATIONAL TEFL ACADEMY –

If a course is postponed or delayed by International TEFL Academy or a Partner School, the following terms apply:

- Student will have the option to transfer into an online course if the course start date is delayed. Student will not have to pay a course transfer fee.
- Refunds will not be made to Student for housing or meals during this time. Students should have enough reserve income to meet their needs during this timeframe.
- If a delay in the start of a course exceeds 14 days the Student may elect to receive a full course refund or transfer into a different course location.

H. FEES PAID BY STUDENT FOR AN INTERNATIONAL TEFL COURSE -

Student is solely responsible for any airfare or travel fees, housing, and related charges, expenses or penalties, that might result from any cancellation of or change in Student's course, whether Student cancels the course or it is cancelled or altered by International TEFL Academy.

PROCESS FOR CANCELLATION OF A COURSE

Should Student cancel enrollment in an Online TEFL Class or International TEFL Class for any reason, Student must notify International TEFL Academy in writing. Writing may be in Email, Fax or Certified letter. A notice of receipt will constitute the acceptance date for refund timelines. The cancellation will be effective upon receipt of the written notification by International TEFL Academy at its office in Chicago, Illinois. If Student cancels his or her participation in any International TEFL Academy course, funds paid by Student to International TEFL Academy can be refunded only as set forth per the refund schedule for their course as outlined in the agreement.

SCHOLARSHIP

Students who receive a scholarship of 50% or more off of the total cost of tuition are given *one* opportunity to take the course at that scholarship price. Student is only able to transfer courses *before* his/her original course start date. If for any reason Student is unable to complete his/her original course after it has begun (due to withdrawing, failing, etc.), the entire course fee shall be paid in order to take the course again at a later date. All terms in this Terms and Conditions document shall apply to Scholarship Student.

JOB SEARCH GUIDANCE

DEFINITION: International TEFL Academy provides guidance to help Student find an English teaching job abroad only as an accommodation to its Students. We make no warranties, expressed and/or implied or otherwise, regarding your job search experience including, but not limited to, the quality or conditions of the Student's employment and agreement with an ESL school or organization.

- The Student recognizes that International TEFL Academy is not a job placement organization and only assists students and graduates through guidance and advice in finding English teaching jobs abroad.
- Every enrollee receives job search guidance. International TEFL Academy 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.

ACKNOWLEDGEMENT AND RELEASE

Student will participate in activities that may be outside of the United States. Student may be called upon to exercise great care for his or her own person and belongings. Student has informed himself or herself of the conditions in the countries and locations where Student will be during participation in an International TEFL Academy course and has also consulted with appropriate medical personnel and has determined that his or her health is adequate to participate safely in Student's course.

Student understands that International TEFL Academy is a training organization and recognizes that participation in any course is voluntary.

Student recognizes that International TEFL Academy does not assume any responsibility for injury, sickness, personal health, or death, loss or damage to property while Student participates in an International TEFL Academy course, including travel to, from and during the course. Student 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 Student's residence or by individuals either affiliated with or not affiliated with International TEFL Academy.

Students taking courses outside of their home country are strongly advised to take travel and medical insurance. International TEFL Academy cannot be held responsible for loss or theft of personal belongings. International TEFL Academy strongly urges Student to purchase trip cancellation insurance.

AIR TRAVEL, HOUSING, MEALS AND TRANSPORT

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

USE OF STUDENT LIKENESS

Student acknowledges and agrees that International TEFL Academy may record Student's likeness or comments before, during or after a course offered by International TEFL Academy. Student consents to the use of Student's likeness (whether photographed, filmed, 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 International TEFL Academy presentations.

Student agrees that, in connection with such use, International TEFL Academy, and persons acting for or on behalf of International TEFL Academy, may identify Student and may identify Student's first name, age, city and state/territory/other district or country of residence. Student releases, indemnifies and agrees to hold harmless International TEFL Academy, and persons acting for or on behalf of International TEFL Academy, 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 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). International TEFL Academy is not responsible for any legal fees if Student should choose to pursue legal action.

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. 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 International TEFL Academy 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 International TEFL Academy by the Student (claimant) and one in which International TEFL Academy prevails the Student (claimant) agrees to pay International TEFL Academy 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 International TEFL Academy during the adjudication of this claim either through the courts, arbitration, or by its attorney(s).

NULL AND VOID

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

It is very important that Student understands the refund and cancellation policy. If it is not clear, Student should ask for clarification. International TEFL Academy 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 MUST BE INITIALED AND RETURNED IN ITS ENTIRETY.

_____

TEFL Student Signature ***Date***

_____

TEFL Student Printed Name

Parent or Guardian (for students under 18 years of age) OR for the payer of the course (if not paid for by student.)

_____

Parent, Guardian, or Payer Signature ***Date***

_____

Parent, Guardian, or Payer Printed Name ***Relationship to student*** ***Date***

_____
INITIALS