HOME & AWAY
Student Services

# Homestay Terms and Conditions
# Partner Business Agreement

**This document forms the Terms and Conditions of your booking with Home & Away Student Services, a Company registered in England & Wales and whose registered address is Home and Away Student Services Limited, Unit 1, 28 Plumstead Common Road, Royal Greenwich, London, SE18 3TN. Please read them carefully as this forms the basis of the Contract for Services between You and Us. By signing and returning this document, you will agree to be bound by these Terms and Conditions of Booking.**

## 1.0 BOOKING REQUEST

**1.1** If you would like to make a booking, in the first instance contact us by telephone, or send your enquiry via email to bookings@homeandawaystudents.com. Once your booking request has been received, we will inform you via email if we are able to meet your specific requirements. This is not an agreement to supply you with the accommodation at this stage. Your enquiry only becomes a Contract for services with Us once we agree and accept your booking.

**1.2** As detailed in our rates and literature or website pricing information, all bookings are subject to a non-refundable booking fee. Any Rooms booked for extra days, over and above the usual weekly period, will be charged at our published daily rate which will need to be paid in advance. Accommodation Extensions will be charged at the appropriate rate which will be notified to you for your acceptance before such extension takes place.

**1.3** Accommodation booked for less than one week will be charged at the published daily rate a featured in our price list or featured on our brochure.

**1.4** All payments for accommodation are invoiced and these must be paid to Home and Away student Services Limited in UK Pound Sterling. You will be responsible for any bank or transfer charges incurred in paying the invoice. “Receiving Banks Charges” are much higher than the Sending Charge and if they are not paid by you, these will be charged to your outstanding total.

**1.5** The accommodation address and contact details will only be issued upon receiving the 30% deposit. The balance payment must be cleared of funds in our account by 30 (thirty) days before you can access your homestay accommodation unless we agree otherwise in writing.

## 2.0 BOOKING CONFIRMATION

**2.1** We can only guarantee a specified booking after all required funds are cleared. We reserve the right to cancel any booking for any reason with a full refund. We also reserve the right to cancel any reservations or accommodation which have not been paid by the due date.

## 3.0 ARRIVAL / NON-ARRIVAL

**3.1** We request that you advise us of the estimated time of your arrival when traveling to a homestay accommodation. This should be indicated at the time of booking. We ask for this information in advance of your arrival in the UK, so we can advise our Homestay Host to be available at the pick-up point, or at the Homestay Accommodation to greet you. However, we shall not be held responsible for any hosts not being at the pick-up point or at the Homestay Accommodation in person.

**3.2** If any Agents or Students fail to advise us in advance of their approximate arrival time, we or our hosts will not be responsible for any expenses or additional costs incurred in respect of the transferring of Students. All students or guests who have not booked an airport transfer are expected to contact their host prior to arriving.

3.3 there will be no refund for all "no-show" bookings except where Home and Away is clearly at fault for the failure of any pre-arranged collection.

## 4.0 AIRPORT TRANSFERS

**4.1** Requests for any Airport Transfer must be received at least 1 (one) week prior to arrival. This should also be confirmed at the earliest opportunity on the day of travel. We will require the full flight details such as Airline name and flight number, the date and time of arrival, arrival airport terminal details, plus a working contact mobile (cell) phone number. This contact number shall be used only for the purpose of our representative contacting you, if there should be any problem in locating you at the airport arrivals area. It shall not be retained for any other purpose and shall be subject to our privacy Policy, available at the footer of our Website Homepage.

**4.2** Upon your arrival, our driver will be present at the appropriate Arrivals Hall and shall be holding a board displaying your name. Our representative will arrive approximately 30 minutes after your plane has landed. This is to allow adequate time for you to clear through Passport Control Immigration and Customs and also avoid unnecessary waiting time vehicle charges.

**4.3** There will be 30mins free waiting time available allocated. In the event of any delays after this period, you shall be charged at the usual and appropriate hourly vehicle waiting charge. This will be payable to your Driver at the time. Please ensure you have sufficient UK currency available to do so.

**4.4** You are responsible for arranging any required visas or permissions to enter the United Kingdom. In any circumstances where a student/guest has failed to secure any required permissions or has been declined entry into the UK then this loss shall be the responsibility of the Student/ Guest. We shall not be liable for any losses or additional fees with regard to visa or immigration matters, any Customs levies or charges or any other charges or costs incurred during your entry into the UK.

**4.5** In the event that you receive a visa refusal letter from the British Embassy, if this refusal letter is submitted to us by fax or email (info@homeandawaystudents.com), you will receive a full refund. Full refund minus our Administration Fee of £35.00 GBP. Plus any reasonable costs which we have paid out to any third-party providers, applicable to your booking. As seen under cancellations (Clause **7.4.4**)

## 5.0 ARRIVALS, CHECK-IN & CHECK-OUT

**5.1** Unless special arrangements have been agreed with your host prior to arrival, the following check in and check out times apply:

**5.2** Weekday arrivals - these must strictly be after 18:00 hrs and before 20:30 hrs. Most of our Hosts may have daytime, childcare or work commitments during the daytime. These indicated arrival times

can only be changed when specific prior arrangement has been agreed between you and your host.

**5.3** Weekend arrivals (Saturday and Sunday) – these must be after 14:00 hrs and before 00:00 hrs.

**5.4** In all events the Check-out time is 08:00 am on the morning of your departure.

## 6.0 EXTENSIONS OF STAY

**6.1** In the event that students/guests wish to extend their stay beyond the booked and allocated period, please contact us by email bookings@homeandawaystudents.com requesting an Accommodation Extension. All extensions are subject to availability. If your chosen extension is not possible, we will try to find a similar alternative for your acceptance.

**6.2** In line with Clause 1.2 this will be charged at the appropriate rate as notified to you.

## 7.0 CANCELLATIONS / REFUNDS

**7.1** Cancellations must be received during our office hours, which are between 09.00 and 18.00hrs (GMT) Monday to Friday. Saturdays, Sundays and national holidays in England (including the days between Christmas Day and New Year's Day) are excluded.

**7.2** To prevent the incurring cancellation charges we advise to allow adequate time for visa applications, your interview date and your arrival date in the UK. This will give us sufficient notice of your cancellation or change to your arrival date.

**7.3** We can change or postpone arrival dates if requested. We can re-book accommodation (subject to availability of a similar accommodation) and subject to our standard cancellation charges. All changes to a booking are subject to a £35.00 Administration Fee.

**7.4** Homestay Booking is subject to the following cancellation charges:

**7.4.1** Short Stay bookings (which are durations of 2- 7/ nights days) or stays of 10 days/ nights.

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|---|---|
| Cancellations 21 days or more prior to the booked arrival date | Full refund minus our Administration Fee of £35.00 GBP. Plus any reasonable costs which we have paid out to any third-party providers, applicable to your booking. |
| Cancellations 21 days – 8 days prior to the booked arrival date | Deduction of one day accommodation fee Plus any reasonable costs which we have paid out to any third-party providers, applicable to your booking. |
| Homestay booking cancelled 7 – 2 days prior to the booked arrival date. | Deduction of two days, and the admin fee Plus any reasonable costs which we have paid out to any third-party providers, applicable to your booking. |
| Homestay bookings cancelled 2 days or less prior to the booked arrival date or in the event of non-arrival/ no-show. | You will forfeit all fees plus any reasonable costs which we have paid out to any third-party providers, applicable to your booking. |

**7.4.2** Long stay bookings (which are duration of 14 days/ nights or more)

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|---|---|
| Cancellations 21 days or more prior to the booked arrival date | Full refund minus our Administration Fee of £35.00 GBP plus any reasonable costs which we have paid out to any third-party providers, applicable to your booking. |
| Cancellations 21 days – 8 days prior to the booked arrival date | Deduct one week accommodation fee plus any reasonable costs which we have paid out to any third-party providers, applicable to your booking. |
| Homestay booking cancelled 7 – 2 days prior to the booked arrival date. | Refund of your fees paid, less two weeks accommodation fees plus any reasonable costs which we have paid out to any third-party providers, applicable to your booking. |
| Homestay bookings cancelled 2 days or less prior to the booked arrival date or in the event of non-arrival/ no-show. | You will forfeit all fees paid. |

**7.5** We reserve the right to cancel or change the accommodation in the event of an emergency affecting the accommodation or the Host Family provider. In certain exceptional circumstances (such as in the case of emergency affecting the accommodation or the host family), we also reserve the right to change the appointed host family before or during the course of your homestay.

## 8.0 STUDENT BEHAVIOR

**8.1** We ask students to take care with any accommodation front door keys which some hosts may provide (at their discretion). Any and all damages, breakages, destruction of property and/or loss of keys or host family property must be paid for by you. You are advised to ensure that your travel insurance contains sufficient cover in respect of damage or loss and also public liability insurance in the sum of £1million+.

**8.2** We nor your hosts shall not be responsible for any out of pocket expenses, costs or charges, fines or penalties you incur whilst visiting the UK.

**8.3** We advise all students/visitors not to give out your host families' address or telephone number without first seeking permission from your host and to respect the confidentiality and privacy of their home, family life.

**8.4** We advise student/Visitors not to bring friends or family members to your host family home unless you have asked permission from your host.

**8.5** We ask all students/guest not to engage in any direct conversation regarding fees with host families. For your protection and according to these Terms and Conditions, any and all accommodation payment must be made directly through us and not the host families.

**8.6** Good standards of reasonably sensible behaviour is always expected during the student stay in the host family accommodation. You should especially be tolerant of any differing culture or belief lifestyle than yours, and must not act in any way that is racist, sexist, homophobic, blasphemous to religion, discriminates against anyone on the grounds of disability, sexual or identity/ gender orientation, and should not show any inflammatory political or religious comments.

**8.7** We advise that before your travel, you should conduct some reading and research into the British culture and the usual norms applicable to life and behaviour in the UK.

**8.8** We advise good manners and clean use of language and avoidance of swearing, foul language and cuss-words. We advise and request that students observe these standards by not displaying any sensitive literature or showing or wearing any clothing or jewellery that breaks these requirements.

**8.9** At all times we reserve the right to remove any student or guest whose conduct is unsatisfactory or shows a disregard for the standards in 8.6. In such cases, refunds or alternate accommodation will be offered only at the discretion of Home and Away Student Services.

## 9.0 COMPLAINTS

**9.1** In the unlikely event of a student being unhappy with their accommodation, complaints must be made to the Home and Away Accommodation Officer during their stay or at the time of the problem

becoming apparent, by the student directly or through their agent. Any complaint will be dealt with

quickly, sensitively and efficiently and if necessary, we will endeavour to find suitable alternative accommodation. We cannot accept any retrospective claim or complaint from a student/teacher or their Agent.

## 10.0 REFUND PAYMENTS

**10.1** Refunds are made the same way in which they are received (this is in line with UK money laundering and anti-fraud laws). We will transfer to the bank account in the country from which they were received from outside of the UK.

**10.2** We will only refund actual accommodation fees and will not refund any applied bank transfer or conversion charges. Home and Away Student Services will deduct any bank charges enforced by the UK and/or foreign banks when refunding fees

## 11.0 LIABILITY

**11.1** WE STRONGLY ADVISE ALL STUDENTS TO PURCHASE THEIR OWN INSURANCE POLICIES FOR THEIR PERSONAL PROPERTY, I.E. JEWELLERY, LAPTOPS, AND EXPENSIVE ITEMS.

**11.2** Under no circumstances will We or our Hosts be held responsible for any loss or damage unless due to our/their own negligence.

**11.3** We will not accept any responsibility for any, delay, injury, loss, damage, misadventure or other incidents during your stay. You should ensure you have adequate medical insurance to cover any incidents, periods of incapacitation or repatriation costs.

**11.4** Our liability is no more than the money we have received from you. This is the cost of your accommodation. If required to do so, Students or Guests must pay for all damages and breakages they cause and reimburse the host accordingly.

**11.5** Any travel information given by Us in our literature or publications i.e. nearest stations, information on walking times, distances and transportation are made in good faith based upon available local information. You should ensure that you check the accommodation's location before booking. We will not be held liable for any complaint about location/distance/travel zone after arrival

## 12.0 CURTAILMENT

**12.1** Homestay accommodation which is already paid for is non-refundable if your stay has to be reduced, in the case of your accommodation deemed unsuitable, Home and Away will make every effort to provide you with a suitable alternative accommodation.

## 13.0 DISCLAIMER

**13.1** The information We provide about the host family is believed to be correct at the time of booking. We are not responsible for any changes that may result in a change of circumstance of the host family or their home environment that have not been relayed to us before your booking or visit.

**13.2** Please ensure you read these Terms and Conditions thoroughly before you sign, scan and return a dated copy via email to marlon@homeandawaystudents.com and retain a copy for your information. This forms the basis of the contract for services between Us.

## 14.0 Force Majeure

**14.1** For the purposes of this Agreement "Force Majeure Event" means, in relation to either party, any circumstances beyond the reasonable control of that party including, without limitation, any strike, lock-out or other form of industrial action, lack, interruption or failure of any utility service, or lack of available facilities, non-performance by suppliers or subcontractors, collapse of buildings, fire & explosion, accident, acts of God, storm, flood, drought, earthquake, epidemic, pandemic or epidemic or other natural physical disaster, Government "Lockdown" restrictions, terrorist attack, civil commotion or riots, war, civil war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority;

**14.2** If any Force Majeure Event occurs in relation to either party which affects or may affect the performance of any of its obligations under this Agreement, it shall forthwith notify the other party as to the nature and extent of the circumstances in question and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations;

**14.3** Provided that it has complied with the rest of these Terms and Conditions, neither party shall be deemed to be in breach of this Agreement or shall otherwise be liable to the other by reason of any delay in performance or the non-performance of any of its obligations under this Agreement to the extent that performance of that obligation is prevented hindered or delayed by a Force Majeure Event of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly; and

**14.4** If the performance by either party of any of its obligations under this Agreement is prevented hindered or delayed by a Force Majeure Event for a continuous period in excess of 1 month, the parties shall enter into bona fide discussions with a view to alleviating its effects, or to agreeing upon such alternative arrangements as may be considered fair and reasonable, or the other party shall be entitled to terminate this Agreement forthwith by giving 7 days' of written notice to the affected party written notice to the party so affected.

## 15.0 Jurisdiction

**15.1** These Terms and Conditions shall be governed and construed in all respects in accordance with the Laws of England and Wales, and each party hereby submits to the exclusive jurisdiction of the English courts.

## 16.0 ACCEPTANCE OF TERMS

**16.1 I fully understand and agree to comply with the Terms and Conditions. I accept that failure to abide by the agreed Terms and Conditions will result in my homestay being cancelled.**

**16.2** Signed on behalf of the Client / Partner:

**Full Name:** _____

**Position:** _____

**Date:** _____

Signature:

**16.3** Actioned on behalf of Home & Away Student Services:

**Full Name:** _____

**Position:** _____

**Date:** _____

Signature: