



# STUDY PROGRAMS INTERNATIONAL, INC. Terms and Conditions

**1. Parties:** These Terms and Conditions, together with the Application and the Standards of Conduct, form a contract (hereinafter, the "Contract") by and between:

- a. The student (hereinafter, "Student") and student's parent or legal guardian (hereinafter, "Parent", collectively whether one or more), and
- b. Study Programs International, Inc., a Texas corporation, (hereinafter, the "Company").

**2. The Program and Application:** The Student hereby makes application for acceptance into a study abroad program, (hereinafter the "Program"), to be conducted by the Company. The Company reserves the right to accept or reject the Student's Application in its sole and absolute discretion. The Program begins when a representative of the Company physically meets the student outside the customs area on foreign soil at the international gateway airport. The Program ends after the student has been escorted to the airline ticket counter at the international airport or when a student has been released from the program with written permission by the legal guardian. Elements of the Program include accommodations in hotels, hostels, and homestay families, traveling via means of train, private coach, air, and boat, taking classes at a foreign school, afternoon optional activities, and weekend excursions to cities outside the homestay city.

**3. Parent Permission:** The Parent(s) represents that he/she is the natural or legally adoptive mother or father of the Student, or legal guardian of the Student, and is legally empowered and competent to enter into this Contract. Parent hereby gives consent to Student's participation in the Program subject to the terms of the Contract. In the event the Student is not of legal age to be bound by this Contract, the Parent's signature hereto binds the Parent to the financial performance required herein and to the performance required of Student hereunder.

**4. Application Deposit:** In order for the Application to be acted upon by the Company, the Application must be signed by the Student and, if the Student is under age 21 at the time of signing, by the Parent, and the Application Deposit paid. Once the Student has been accepted into the Program, the Application Deposit is automatically applied to the Program Fee as set forth in the Application. An Application may be withdrawn at any time subject to the Refund Policy as set forth in the Application.

**5. Application Acceptance:** The Company will notify the Student of the Company's acceptance or non-acceptance of the Student into the Program via email and/or written notification. The effective date of such notice will be deemed to be the earlier of: a) the date an email is transmitted to the Student and/or the Parent, or b) the date a written notice is deposited with the U.S. Postal Service, postage pre-paid, addressed to the Student and/or the Parent.

**6. Refund in Event of Non-Acceptance:** In the event the Company does not accept the Student's Application, all money paid to the Company will be promptly refunded, each party will be released from any duties and obligations they may have to one another under this Contract, and this Contract will terminate.

**7. Refund After Acceptance:** Student and Parent agree that Student and/or Parent may cancel Student's participation in the Program at any time by delivering written notice to the Company via post mail or email. The Company will make refunds based on the Refund Policy set forth in the Application.

**8. Total Program Cost:** Upon notification of acceptance of the Student's Application by the Company, the Total Program Cost shall be due and payable in installments as set forth in the Application. Amounts that are not paid by the due date(s) set forth in the Application are subject to late payment fees specified in the Application.

**9. Cancellation Due to Non-Payment:** In the event of non-payment of amounts due hereunder, the Company, at its election, may cancel the Student's participation in the Program. In this event, the Company will make refunds based on the Refund Policy set forth in the Application. The amount of refund due shall be based upon the date of cancellation by the Company. Any such cancellation by the Company will be made in writing and shall be deemed delivered when deposited with the U.S. Postal Service, postage pre-paid, addressed to the Student and/or Parent at the address set forth on the Application. The Company shall not be required to cancel the Student's participation in the Program in the event of non-payment of Program Fees. Cancellation in the event of non-payment is not automatic. Refund payments, if applicable, will be refunded in the form of a check from the Company regardless of original method of payment.

**10. Passport, Visa, and Travel Documentation:** Passport, visa, and other required travel documentation depend upon Student's nationality. Having proper travel documentation in hand at time of travel is the sole responsibility of the Student and Parent. The Student's passport should expire not less than 6 months from the Program's ending date. For example, if the Program ends on June 30, the Student's passport should not expire before December 30 of the same year.

**11. Student's Commitment:** Student and Parent represent that the Student has an interest in improving Student's foreign language skills and Student hereby commits to a foreign language immersion program that combines living in an international homestay environment with formal classroom instruction.

**12. Student Physically and Mentally Capable:** Student and Parent represent that Student is physically and mentally healthy with no special medical or physical conditions that would prevent Student from participating in the Program. Student and Parent acknowledge that Program participation involves: long periods of travel by airplane, bus, and/or train; walking long distances on tours/excursions; climbing long flights of stairs on

tours/excursions; living in quarters that are generally smaller and less affluent than what the Student may be accustomed to; living in an environment where TV, video games, telephone, and internet service are not readily accessible; eating local food prepared by the home-stay family and at restaurants; living with a home-stay family that may not speak or understand the Student's native language; traveling independently to and from school; and generally getting along with other Program participants and directors during the course of the Program. The Company, at its discretion, may also cancel a student's participation in the program if the student is found to have serious pre-existing medical conditions.

**13. Program Director:** The Program is led by a Program director(s) assigned by the Company. The director(s) is an independent contractor of the Company. The Student and Parent may have been "sold" on the Program based upon a certain person being a Program director, or it may have been published in print or on the internet, or presented in Program marketing materials that a certain person would be a Program director. In the event that such a certain person is unable to serve as a Program director or to fulfill the duties of Program director while the Program is underway, the Company may substitute another person of the Company's selection as Program director. Parents and Students may have communications with the Program director(s) prior to departure. Any threatening remarks, either verbally or written, made to the Program director or SPI staff will be grounds for cancellation of Student in the program and refunds according to the refund policy set forth in the Application.

**14. Director-to-Student Ratio:** The actual director-to-student ratio at time of travel and during the Program depends upon the composition of the Program group and the specific Program elements. The Company has the right to determine, in its sole and absolute discretion, the director-to-student ratio for any Program or Program element regardless of ratios that may have been previously described verbally, distributed in print or on the internet, or presented in Program marketing materials.

**15. More than One Program Director:** The Student and Parent acknowledge that the Program will likely have more than one Program director and that the Student may not always be directly escorted or supervised by one particular director. For example, the Student's director may be Mrs. Jones, but an excursion or event may be led by director Mr. Smith.

**16. Program Deviations/Modifications made by Director:** Each Program's objective is for the Student to enjoy his/her time abroad and to improve the Student's foreign language skills. The Program director(s) has the authority to lead the Program in a manner that he/she feels best fulfills the Program's objective. While the Program is underway, the director(s) may make deviations from and modifications to the Program regardless of what may have been previously described verbally, distributed in print or on the internet, or presented in Program marketing materials.

**17. Program Element Changes and Cancellations:** Student and Parent acknowledge that the Program involves the use of third party vendors, over which the Company has no control, to provide certain Program elements such as transportation, tours, tour guiding, excursions, classroom instruction, instruction materials, tutoring, food and lodging. The Company and/or the director(s), in their sole and absolute discretion, may change third party vendors or Program elements from what may have been previously described verbally, distributed in print or on the internet, or presented in Program marketing materials, either before or during the Program. Student and Parent also acknowledge that certain Program elements may be forced to change or be cancelled, in whole or in part, due to adverse weather, strikes, acts of God, governmental rules/regulations, political unrest, problems related to a third party vendor, or such other events or circumstances that may be outside the control of the Company. In the event such Program changes or cancellations are made as described herein, the Company shall make substitutions and changes that the Company, in its sole and absolute discretion, deems appropriate. The Student shall not be entitled to a refund of the Program Fee, or any portion thereof, as a result of any such changes or cancellations.

**18. Authority of Program Director:** The Student and Parent acknowledge and agree to respect the authority of the Program director(s). Student and the Parent (on behalf of the Student) agree that the instructions and requests of the director(s) shall be followed by the Student at all times. **THE STUDENT AND PARENT ACKNOWLEDGE THAT THE COMPANY AND ITS PROGRAM DIRECTORS HAVE EXPULSION AUTHORITY OVER THE STUDENT.**

**19. Standards of Conduct and Behavior:** Student and Parent agree that good conduct and appropriate behavior by each individual student is essential in order for all Program students to benefit from the Program. The Program directors will not allow disruptive or misbehaving students to impair or diminish the Program benefits for the other students. Student and Parent hereby agree that the Student will comply with the Standards of Conduct incorporated herein by reference, as well as any conduct/decorum standards or rules imposed on the Program group or the individual Student by a Program director or by the Company. **The Student's violation or disregard of the Standards of Conduct or any other conduct/decorum standards or rules may be grounds for Student's expulsion or restitution from the Program by a director or the Company.**

**20. Student Expulsion:** In the event that the Student is expelled from the Program, the Company will notify the Parent of the expulsion. The Student or Parent must make travel plans for repatriation of the Student to the Student's home city at the Parent's sole cost and expense immediately. If the Company or a director deems it necessary, in the Company or directors' sole and absolute discretion, a Company representative may accompany the Student to the point of repatriation departure, however, the Company has

no obligation to do so. The Parent agrees that it will meet the Student at the Student's home city. In the event of expulsion, the Student and/or Parent shall not be entitled to any refund of any amount paid for the Total Program Cost. In addition to the costs of repatriation, **the Student/Parent shall be liable for an expulsion fee of \$500, plus any costs and expenses incurred by the Company to repatriate the Student.**

**21. Airfare & Travel to Program Site:** Airfare is completely independent of the Program. The Company does not refund airfare for any reason. The Parent/Student will be expected to purchase their own airfare and travel independently to the program starting city (ie. Madrid.) It is the sole responsibility of the Parent/Student to accurately purchase airfare on the correct flights and to get Student to the Program international gateway city (ie. Madrid.) The Company is not responsible for airline policies, delays, mechanical troubles, weather delays, luggage problems, or any other airline or airport events. It is the Student and Parent's responsibility to confirm flight(s) the day before travel. If a Student does not show up on or before check-in time and is denied boarding, or if the Student does not have the required travel documentation and is denied boarding, or if the Student walks away from the departure area at time of boarding and fails to board, the responsibility of making alternative travel arrangements and the cost of same shall be the responsibility of the Student/Parent. **The Company is not responsible for accurate airport, airline specific information or policies including but not limited to; which gate planes depart/arrive from, airport security and screening procedures, lost luggage, luggage delays, luggage weight allowances, additional airline fees, accommodations for flight delays, compensation for flight delays or missed connections, and required proper boarding documentation.** Student and Parent acknowledge that some airlines will not deliver lost baggage to the ticket holder at the ticket holder's final destination. If this occurs, Student and Parent agree that the cost of lost baggage reclamation is the financial responsibility of the Student/Parent.

**22. Student Traveling on Designated Program Flights:** In some cases the Student's assigned Program Director will fly with the group on the designated international group flight segment, however, the assigned Program Director may fly in advance of the group to make preparations for the Program group arrival, or the Program director may already be at the Program's arrival destination. The Company is not responsible for any flight delays or complications with airline travel that might prevent a Company representative or Program Director from traveling with Students on the designated international group flight. The Student is expected to be capable of traveling independently to the program site and program is not considered to commence until student has arrived onto foreign soil.

**23. Student Traveling Independently (Not On Designated Flights):** A Student is deemed to be traveling independently if the Student is not traveling on the designated flight set forth by the Company for 1 or more segments. In this event, responsibility for scheduling, reserving, and paying for transportation, transfers, baggage handling, and lodging so that the Student arrives/departs at the designated destination on foreign soil, shall be borne by the Student/Parent. The Company may charge an additional fee to send a representative to meet and escort a Student that is traveling independently to connect with the Program group. Any additional out of pocket costs (in addition to the Company's fee) associated with assisting a Student traveling independently shall be promptly reimbursed to the Company by the Student/Parent. The Student and Parent acknowledge that the Program itinerary shall not be changed to accommodate meeting or connecting with a student that is traveling independently. Student and Parent further acknowledge that the Program elements and/or itinerary may change at any time without notice to the Student or Parent which may increase the difficulty of the Student joining the Program group. The Company shall have no responsibility for the Student's safety and well-being while the student is traveling independently.

**24. Permission to Make Emergency Travel Arrangement:** The Company and its Program directors are hereby granted the authority and express permission by the Student and Parent to make emergency travel arrangements on behalf of the Student and Parent for the benefit of the Student. The Parent shall be notified of any such decisions as soon as is reasonable practicable given the circumstances surrounding the situation related or pertaining to a travel or flight delay, change in itinerary, or other unforeseen circumstance in which the Company nor the Student or Parent has direct control over (ie. multiple day flight delay.) The Parent and Student hereby release the Company and its Program directors from any claim, demand, liability, and/or cause of action arising out of making any such emergency travel reservations or decisions.

**25. Permitted Release from the Program:** The Student may be released from the Program prior to its termination or for an interval during the Program, at the written request of the Parent. For example, a Parent may wish to have a Student meet them at another destination to join the Parent(s) for family travel after the program ends or a family circumstance may desire the student to return home early. The Company may charge a fee to accompany a Student to a transportation facility for any such Student release. Any additional out of pocket costs (in addition to the Company's fee) associated with assisting a Student in this regard shall be promptly reimbursed to the Company by the Student/Parent. Upon the delivery of any such Student to the departure transportation facility, the Company and directors shall be released from any responsibility for the Student's safety and well-being and the Program will be considered over. The Parent agrees to notify the Company once the Student has arrived at the destination.

**26. ISIC Related Insurance:** Provided the Program in which the Student is participating includes an International Student Identification Card (ISIC), the Student may receive a level of health and travel insurance coverage from an insurance company in conjunction with card issuance. The Company makes no representation or warranty as to the amounts or adequacy of coverage provided, or the payment of claims, under any such policy. The terms of any such policy, if one is provided, are controlling. Student and Parent acknowledge that generally the way such policies work is that the Student pays any

medical costs out of pocket while on foreign soil, then applies for reimbursement after service is rendered. The Company will not be held responsible for missing or inaccurate documentation needed to file claims related to the policy.

**27. Other Insurance:** Student and Parent shall be solely responsible for obtaining and maintaining health insurance for the Student. The Company does not provide any insurance of any kind for the Student, including health, accident, life, or property loss insurance. The Student and Parent acknowledge that in the event the Student has a medical need that requires medical evacuation that any such medical evacuation is at the Student/Parent's sole cost and expense.

**28. Permission to Make Medical Decisions:** The Company and its Program directors are hereby granted the authority and express permission by the Student and Parent to make emergency medical treatment decisions on behalf of the Student and Parent for the benefit of the Student. The Parent shall be notified of any such decisions as soon as is reasonable practicable given the circumstances surrounding the situation. The Parent and Student hereby release the Company and its Program directors from any claim, demand, liability, and/or cause of action arising out of making any such medical treatment decisions.

**29. Program Risks:** Student and Parent acknowledge and accept the risks associated with the Student's participation in the Program including, but not limited to, Student's illness, accident, injury, or death. Student and Parent also acknowledge and accept the risks of loss, damage, or theft of Student or Parent's personal property during the Program including, but not limited to, baggage, jewelry, camera equipment, computers, travel documents, travel tickets, credit cards, debit cards, traveler's checks, and/or cash. Student and Parent hereby expressly accept all risks associated with Student's participation in the Program.

**30. HOLD HARMLESS: STUDENT AND PARENT, INDIVIDUALLY AND COLLECTIVELY, HEREBY RELEASE, DISCHARGE, ACQUIT, INDEMNIFY AND HOLD HARMLESS THE COMPANY, ITS OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES, AND THE INDEPENDENT CONTRACTOR PROGRAM DIRECTORS, INCLUDING THEIR HEIRS OR ASSIGNS, FROM ANY AND ALL CLAIMS, DEMANDS, LIABILITIES AND/OR CAUSES OF ACTION, OF WHATEVER KIND OR CHARACTER, RELATING TO ANY ILLNESS, ACCIDENT, INJURY, OR DEATH THAT MAY BE SUSTAINED BY STUDENT OR PARENT, AND/OR ANY PROPERTY LOSS, DAMAGE, OR THEFT THAT MAY BE SUSTAINED BY STUDENT OR PARENT BEFORE, DURING, OR AFTER THE PROGRAM.**

**31. Release of Liability for School, School District, Municipality, or other Government Agency:** The Student and Parent acknowledge that the Company is not affiliated with any school, school district, municipality, or other government or quasi-government agency and that the use of any such facilities by the Company for presentation/meeting purposes is for convenience of the Student and Parent. Student and Parent hereby release the school, school district, municipality, and/or government agency and its faculty and staff where meetings may take place from any claim, demand, liability, and/or cause of action related to the Student's participation in the Program.

**32. Release of Photo and Video Use:** The Student and Parent acknowledge that the Company has the right to use photos, film, or other images recorded of the Student while participating in the Program. Student and Parent accept that these images may be used in brochures, catalogs, website, video/slideshow presentations, and all print media.

**33. Limitation of Company's Financial Liability:** In no event shall the Company be liable to the Student and/or Parent for an amount of money exceeding the amount paid by the Student/Parent for the Program less all costs and expenses incurred by the Company on the Student and/or Parent's behalf. Such costs and expenses include, but are not limited to, airfare, transportation, tours, tour guides, excursions, events, attractions, hotel/lodging, meals, home-stay lodging, courses, classes, instruction, and tutoring. Program fees are calculated using a specific exchange rate. In the event the exchange rate changes considerably, the Company may collect additional fees.

**34. Notice:** Notices, when required hereunder, shall be deemed delivered when deposited with the U.S. Postal Service, postage prepaid, addressed to the party at the address set forth on the Application. However, notice of acceptance or non-acceptance of the Student into the Program along with additional program updates and information may be by email as described herein.

**35. Venue:** In the event any dispute arises concerning this Contract, venue shall lie in Travis County, Texas.

**36. Force Majeure:** The Company shall not be responsible for its non-performance under this Contract, in whole or in part, if such non-performance is on account of events outside the control of the Company including, but not limited to, acts of God, war, labor strikes, political turmoil/revolt, or inclement weather.

**37. Effective Date:** The effective date of this Contract shall be deemed to be the date on which the last party signs the Application. In the event one of the parties fails to date their signature, the effective date shall be the date the Company has signed the Application.

**Student and/or Parent's signature on the Application constitutes acceptance of these Terms and Conditions and the Standards of Conduct which are incorporated herein by reference. The Application, Terms and Conditions, and Standards of Conduct form the Contract between the Student/Parent and the Company.**

# STUDY PROGRAMS INTERNATIONAL, INC. Standards of Conduct

**STUDENT CONDUCT & EXPULSION AUTHORITY.** Student and Parent agree that violation or disregard of the Standards of Conduct, whether applied to the group, a sub-set of the group, or the individual Student, may be grounds for Student expulsion at the discretion of the Company with a \$500 expulsion fee charged.

- 1. ALCOHOL.** Students may not consume alcohol at any time or for any reason during the Program. The Company, the Program Directors, and the Foreign School do not condone the consumption of alcohol by any student. Alcohol related violations that impact the homestay family, foreign school, hotel, transportation, or on-site Program Director may be grounds for immediate expulsion. College students are expected to abide by local laws.
- 2. CURFEWS.** Student will comply with any curfews imposed by the Company, the Foreign School, the Homestay Family, or any governmental authority. Repeated violations of curfew which burden the homestay family or the on-site directors may be grounds for expulsion.
- 3. ILLEGAL ACTS.** The Student agrees not to commit any illegal acts including, but not limited to, theft, sexual harassment, assault, vandalism, illegal drug use, etc. The Student will abide by all local laws.  
**\*\*\*COMMITTING AN ILLEGAL ACT IS GROUNDS FOR IMMEDIATE EXPULSION.\*\*\***
- 4. TATTOOS AND PIERCINGS.** Student agrees not to obtain any body piercing or tattoos, even if the student currently has a body piercing or tattoo.
- 5. SMOKING.** Smoking is not allowed on any SPI program element, facility, event, hotel, transportation, or group function. The home-stay family has the right to deny smoking privileges to Student at any time.
- 6. STUDENT PARTICIPATION.** The Student shall attend class regularly and shall participate in class events, excursions, and other activities so as to take full advantage of the learning opportunities of the Program. Falsification of personal records such as the application, transcripts, or grade reports will be grounds for immediate expulsion.
- 7. FOREIGN LANGUAGE USE.** The Student agrees to use the language of study with Program Directors, other participants and homestay family for the duration of the program.
- 8. RESPECT FOR DIRECTORS AND OTHER PARTICIPANTS.** The Student shall treat others in the Program with courtesy and respect by displaying a positive attitude and refraining from using foul or abusive language. The Student shall not make derogatory remarks toward others in the Program.
- 9. PROPER ATTIRE AND GROOMING.** For personal safety the Student agrees to maintain dress and grooming in a manner consistent with the Program group. Apparel with profane or vulgar or derogatory language or depictions shall not be permitted.
- 10. LOCAL CULTURE AND CUSTOMS.** Student agrees to show respect for the cultural and religious customs and practices of the host country and the homestay family. Disrespecting (verbally or written) of a homestay family, teacher, or any local resident is grounds for expulsion. When entering historic and religious sites, student behavior and dress shall be appropriate.

## **PROCEDURES FOR VIOLATIONS:**

1. ON-SITE INCIDENT REPORT SENT TO SPI OFFICE
2. INVESTIGATION & NOTIFICATION TO PARENTS OF VIOLATION
3. DISCIPLINARY SANCTIONS: *Not Limited To:* Restitution, Loss of Privileges, Forfeit of Academic Credit, Expulsion

## **PROCEDURES FOR EXPULSION:**

1. Parent and Student are notified by email/phone in a reasonable time given the situation on the students expulsion.
2. A \$500 expulsion fee will be charged to the credit card on file.
3. Parent is responsible for purchasing one-way airfare within 2 days of expulsion from the nearest airport and changing the student's ticket to repatriate them. Program Director will escort the student to the airport and the student will be considered officially expelled from the program. SPI is not responsible for assisting parents make arrangements.

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**The Application, Terms and Conditions, and Standards of Conduct form the Contract between the Student/Parent and the Company. Student and Parent acknowledge that they have read the Application, the Terms and Conditions, and the Standards of Conduct, and agree to them in their entirety.**  
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**STUDENT/PARENT SIGNATURE**

**STUDY PROGRAMS INTERNATIONAL, INC., A Texas Corp.**

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeremy Goodwin, President

\_\_\_\_\_  
Date