



XENION EDUCATION

55, 1st April Avenue, 5281 Paralimni, Cyprus | Tel: (+357) 23 811080 | Fax: (+357) 23 730438
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XENION EDUCATION TERMS & CONDITIONS FOR EDUCATION AGENTS

Xenion Education (will be referred to as XE) is committed to providing you with simple, clear, and understandable Terms and Conditions. Please read them carefully and should you have any questions, please contact us by post, e-mail, fax, or telephone. The Terms detailed below, form the basis of an Agreement between you (the Agent) and Xenion Education Ltd, 55, 1st April Avenue Paralimni, Cyprus, with Registration Number HE325506 and Tax Registration number 10325506I.

1. BOOKINGS

The Agent agrees to book students according to the Conditions of each course and accommodation and at all times to represent Xenion Education accurately and truthfully. These students must satisfy the entry requirements for the course for which they apply. The Agent undertakes the responsibility to accept only such students as in his/her opinion are “bona fide”, and who will benefit from the chosen course.

XE is unable to guarantee any group and/or individual allocation without first receiving a deposit of 50% upon booking, and the full amount 21 days prior to arrival. Following receipt of the required deposit, Agents will receive a written confirmation of their allocation. On receipt of the full funds and group/individual enrolment form, Agents will receive written confirmation of their booking. No booking is guaranteed without the payment of the deposit.

The Agent is obliged to send us all relevant details for the booking at least 3 weeks before arrival.

The client is obliged to pay a refundable cash deposit of €100 upon arrival. XE has the right to keep the deposit in case the client has caused damage to the School’s facilities or if the

client failed to comply with the rules and regulations of the programme (only applies if accommodation is included).

2. INVOICING

When the Agent has finalised the booking required by the student, the School will send an invoice for all fees due, less the deposit paid on behalf of the client (which must be paid at the time the booking is sent to the School).

3. PAYMENT

Payment of invoices must be made in full and be received by Xenion Education at least 21 days before arrival. Xenion Education reserves the right to refuse access to tuition or to accommodation if the appropriate money has not been received. Students who make late bookings, if such bookings are accepted by Xenion Education, must be paid on arrival on the first day of their course. Xenion Education bank details are:

Xenion Education Ltd (International)
IBAN: CY21002001950000357018566139
SWIFT code (BIC) of the Bank of Cyprus is BCYPCY2N

When paying by bank transfer please strictly follow the instructions stated on the invoice. Please send us a copy of the payment proof by fax or e-mail as this will help us identify the payment when it is credited into our bank account.

XE reserves the right, by giving notice to clients at any time before the start date, to increase the price of the additional services such as optional excursions being provided to reflect any increases in cost to XE, which is due to factors beyond XE control.

4. CANCELLATIONS

Cancellations, for reasons not related to visa/leave to enter the Republic of Cyprus will be refunded based on the total course fee and the original course start date.

Cancellation Notice Period before start of course	
Refund: more than 4 weeks	100%
Refund: 4 weeks or less	50%
Refund: 2 weeks or less	0%

A full refund will be given in case of visa refusal, provided that we are presented with the original of the letter of refusal from the Cyprus Immigration Authorities and payment receipt. Refunds may take up to 3 weeks to process.

Any cancellations due to Covid-19 related reasons will be fully refunded upon written proof.

A full refund will also be given for reasons of force majeure such as declared war.

Registration fees are non-refundable.

No refund will be given in case the client claims that the programme has not fulfilled their expectations or needs.

5. CONDUCT AND DISCIPLINE

- XE reserves the right to terminate the programme of any person or group whose behaviour is causing distress, damage, or danger to other participants in the programme or to staff members.
- XE reserves the right to terminate the programme of any person or group whose behaviour is contrary to local law. This could include under-age drinking, possession of illegal substances or violent behaviour. No refund will be made as a result of the termination of any programme.
- XE will not be responsible for any costs necessary for the repatriation of a person to their home country.
- XE reserves the right to exclude any person from our programmes without explanation.
- XE general discipline procedure for students is as follows:
 - After 2 warnings the student's parents and the Agent will be informed.
 - After 3 warnings the student will be sent home from the programme with no refund.
 - All students are expected to read and adhere with XE rules which will be presented to students on the first day and displayed on the notice boards.

6. DISPUTES

Any complaint about our services must be addressed to the International Office of XE at the earliest possible opportunity. XE does not accept liability for complaints made after completion of the programme.

7. EMERGENCY CONTACT DETAILS

It is a requirement when booking a place at XE that students provide details of their parents or guardian to be contacted in the event of the emergency.

8. LIABILITY

XE, its employees and its representatives accept no responsibility for personal injury and/or loss or damage to personal property on XE premises whether as a result of fire, burglary, theft or otherwise. This condition also applies to public and private places included in XE excursions.

XE is not responsible for the safekeeping and delivery of any post, fax etc. sent to students at XE address. It is the student's and Agent's responsibility to take out adequate insurance for their stay in Cyprus.

9. PUBLICITY

Photographs of the students may be used in XE promotional and publicity material unless the student specifically objects.

Students will not be paid for the time involved in the taking of such photographs and will assign to XE any rights to royalties they may have. XE reserves the right to use all photographs in any way XE sees appropriate in promoting itself and the copyright to all photographs shall belong to XE.

10. SERVICES

XE reserves the right to alter services where necessary. This can include course details, location, course dates and facilities. Changes will only be made when the operator is given no other choice due to lack of bookings or due to outside contractors. As much notice will be given as possible in all cases.

During peak periods, lessons may take place either in the morning or afternoon and will normally alternate weekly. This means that students having lessons in the afternoon one week will normally have morning classes the following week.

11. AGENT'S PRICE & COMMISSION

For prices, please refer to the separate price list. The commission payable to the Agent shall be as follows:

20% of the total gross fees invoiced on The Cyprus School of English programmes (International Summer Camp, Summer Fun Club) and the School Immersion programme, excluding registration fee and daily or airport transfers. (25% for 20 students and above).

15% of the total gross fees invoiced on Xenion Boarding/Day School fees for the 1st year and **5%** for all consecutive years. This shall be paid two weeks after the student arrives at the School, provided gross fees for both the tuition and accommodation have been received by XE.

When a net price is agreed, no commission shall be paid.

When the payment of the commission is made via bank transfer, the two parties will share the bank charges.

Registration fees, transportation fees, fees for Unaccompanied Minors are non-commissionable.

12. LEGAL

This Agreement is meant to constitute and evidence the full Agreement between the parties. It is the desire of the parties to avoid disputes. In order to reflect this, the dispute procedure shall favour the convenience of the Defendant. In the event of Xenion Education desiring to bring any matter into dispute then such matter shall be referred to the Arbitration Court of the legal authorities of the Republic of Cyprus. In the event of the Agent seeking to bring any matter into dispute then the matter shall be examined under the laws of the Republic of Cyprus. Either form of arbitration shall be binding and shall amount to the agreed and exclusive forum.

Xenion Education reserves the right to unilaterally terminate this Agreement at all times and for any reason, with 30 days-notice, without being held liable.

The current Agreement is **valid for one (1) year**.

Any booking for any Xenion Education course or accommodation constitutes Agreement to and acceptance of the above Terms and Conditions whether or not the Agreement is signed.

Legal Name	Xenion Education Ltd
Address	55, 1st April Avenue, Paralimni, 5281, Cyprus
Bank details	Bank of Cyprus IBAN: CY210020019500003570185661 39 SWIFT code BCYPCY2N
Tel.	+357 23811080
Manager	George Phylactou

(Name)

George Phylactou

(Position).....

Xenion Education

Director

(Date)

.....
(Signature & Stamp)



George Phylactou
Xenion Education