



## **Supplementary Terms and Conditions (including but not limited to infectious diseases)**

St Giles will not be responsible for the non-performance of any contractually agreed obligations, if they are unable to take place due to an act of Force Majeure. Such causes shall include incidents that are outside of our reasonable control, which include, but shall not be limited, to act of government, war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, unusually adverse weather conditions and infectious diseases. COVID 19 is one such infectious disease which is to be considered as a case of Force Majeure.

In occurrences of such incidents, St Giles endeavours to offer the best alternative arrangements, dates or venues available or a refund of fees paid for tuition and/or accommodation but does not accept liability for further compensation which exceeds the total fees paid. St Giles does not accept liability for further claims for compensation including but not limited to stress or loss of enjoyment.

St Giles will do its utmost to comply with public health restrictions related to the spread of infectious diseases and will not be held liable for any non-performance of contractually agreed obligations unable to be carried out as result of such efforts. St Giles requires its students and Overseas Partners to do their utmost to comply with public health policies in the UK and Canada.

### **i. Prohibition of travel, entry or departure to/from the St Giles destination country of choice as a result of public health policies related to the containment of infectious disease**

In the event of a student being prohibited from travelling, entering or departing their home country/St Giles destination country on the originally booked date due to public health policies related to the containment of an infectious disease, St Giles endeavours to offer the best alternative arrangements and to pass on reasonable costs (including all direct costs) incurred as a result of rescheduling the services purchased. St Giles will not be responsible for any additional third party costs incurred. Such additional costs shall include, but not be limited to, those charged by accommodation providers, transport providers and catering suppliers. St Giles will not be responsible for any flight rescheduling costs and does not accept liability for further compensation which exceed the total fees paid. St Giles does not accept liability for further claims for compensation including but not limited to stress or loss of enjoyment.

### **ii. Self-isolation requirements as a result of public health policies related to the containment of infectious disease**

In the event of a student being unable to start, partake or complete any services purchased from St Giles on the dates originally planned as a result of following public

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health instructions to self-isolate (whether in their home country or in their destination of choice), St Giles will not be responsible for any additional costs incurred. Such additional costs shall include, but not be limited to, those charged by accommodation providers, transport providers and catering suppliers. A full board quarantine package will be offered to any students staying in St Giles organised homestay accommodation and this will be offered and charged to the student. St Giles will not be responsible for any flight rescheduling costs and does not accept liability for further compensation which exceeds the total fees paid. In the event of a course being unable to start on the originally desired date, St Giles will endeavour to offer the best alternative arrangements and dates.

**iii. Non-performance of contractually agreed obligations as a result of an outbreak of an infectious disease**

Should St Giles be unable to deliver a service booked due to an outbreak of an infectious disease at either the student's centre of choice or their St Giles organised place of accommodation, St Giles will endeavour to offer the best alternative arrangements, dates or venues available or a refund of fees paid for tuition and/or accommodation but does not accept liability for further compensation which exceeds the total fees paid. St Giles does not accept liability for further claims for compensation including but not limited to stress or loss of enjoyment. Should costs be incurred as a result of putting in place measures to keep the student safe, St Giles reserves the right to retain reasonable costs incurred.

St Giles' terms and conditions are governed by English law & Canadian law (dependent on the location of the centre in question) and St Giles cannot be responsible for refund or compensatory obligations as mandated by foreign courts of law.