

Terms & Conditions of business for students, workers and interns

1. Definitions:-

For the purpose of these Terms and Conditions:-

“the Business”, “we”, “our” or “us” refers to HFDI LTD whose registered address is 20 Ormond Close, Swords, Co. Dublin

“Client”, “you” or “your” refers to the individual person being a student/intern/worker who is aged 18 years and over and includes, in the case of someone under the age of 18 years old, their parent or legal guardian, who contracts with the Business to undertake service(s) on his/her/their behalf.

“Host”. “host family” or “host families” means any person(s) who offers accommodation and/or food for payment to a Client.

“Contract” means the contract for the supply of Services to the Client by the Business governed by the Terms and Conditions as set out hereunder.

“Terms and Conditions” means the standard terms and conditions of sale set out in this document and (unless the context requires otherwise) includes any special terms and conditions agreed in writing between the Business and the Client.

“Order” means a confirmed request by you for our Services.

“Services” includes but is not limited to the following:- identifying suitable Host Families based on the information provided to us by the Client; placing of Clients with Host Families in the Republic of Ireland; being a point of contact for Clients once placed with the Host Family.

“Confidential information” means information (in any format), which is confidential, either to you or to us and which either you disclose to us or we disclose to you in connection with the Services.

- 1.1 These conditions apply to your use of the Services. Any breach by you of these Terms and Conditions shall entitle us to terminate or suspend your rights to use the Services.
- 1.2 We reserve the right to change or alter these Terms and Conditions at any time and such changes will, unless otherwise stated, take immediate effect.

2. Eligibility and registration:-

- 2.1 You must be at least 18 years old to place an Order for the Services in your own name. If you are under the age of 18 and you want to request our Services then your parent or legal guardian must register on your behalf.
- 2.2 When you register with us, you also agree to provide accurate, up to date and complete information.
- 2.3 When you enter into this contract with us you agree that you will not contact host families directly with a view to engaging accommodation services directly with those host families to the exclusion of HFDI LTD either now or into the future and you agree to be bound by

this clause and the terms of clause 8 below. Furthermore, you agree that you will not pass on the host family's details to any third parties who are seeking accommodation services to the exclusion of HFDI Ltd.

3. Disclaimer:-

- 3.1 The Business shall endeavour to ensure the suitability of any Host Family introduced to the Client by checking references and in order to maintain a high standard of service and integrity. However, we do not represent nor do we make any warranty, express or implied, as to the final suitability of any Host Family introduced to the Client. Ultimately the decision to avail of accommodation offered by the Host Family will be the decision of the Client. The Client hereby acknowledges that we rely wholly on the representations of both Clients and Host Families in that regard.
- 3.2 We are not responsible for the behaviour of the Host Family nor do we accept responsibility for any loss, theft, damage or injury suffered by the Client or the Client's property whilst in the care of the Host Family.
- 3.3 In the unlikely event that the Client encounters difficulties with the behaviour of the Host Family or the accommodation provided by the Host Family fails to meet reasonable standards, whilst not accepting any liability in relation to same as per clause 3.1. above, we will use our best endeavours to provide the Client with suitable alternative accommodation with another Host Family.
- 3.4 No data, written or otherwise obtained by you from us or by using our Services will create any warranty not specifically stated in these Terms and Conditions.

4. Indemnity:-

You agree to defend, indemnify, and hold harmless the Business, its officers, directors, employees and agents, from and against any claims, actions or demands, including without limitation reasonable legal and accounting fees, alleging or resulting from your use of the Services or your breach of these Terms and Conditions. We shall provide notice to you promptly of any such claim, suit, or proceeding and shall assist you, at your expense, in defending any such claim suit or proceeding.

5. Payment:-

- 5.1 A non-refundable booking fee is payable by the Client to the Business on receipt of our invoice and prior to us providing the Client with the contact details of the Host Family. Once payment is received by us we will provide you with a booking confirmation and forward you the contact details of the Host Family to include address, email address and mobile phone numbers.
- 5.2 Please ensure you do not pay the booking fee until the room is confirmed. In the event that you do so and you subsequently decide not to proceed with our services, we will refund the booking fee to you minus an administration fee of €50.00
- 5.3 Once the Client arrives at the Host Family all accommodation payments are made directly to the Host Family.

5.4 **Method of payment:-** All payments due to the Business shall be discharged by way of electronic funds transfer (EFT). We will forward you the relevant bank account details. Alternatively, you can pay by way of PayPal, Stripe or Revolut.

5.5 **Failure of payment:-** The Business cannot guarantee the continued availability of a suitable Host Family in the event that the agency fee is not paid promptly.

6. Cancellation policy:-

6.1 If the Client has to cancel the booking, you should do so by providing as much notice as possible by contacting the Business and the Host Family in writing at the earliest opportunity.

6.2 If the Client has to cancel the booking but they have already confirmed their booking and received a booking confirmation, they accept that there is no refund of the booking fee under any circumstances.

6.3 If the Host family cancels after the booking has been confirmed the Business will endeavour to find another suitable host for the Client.

7. Applicable law:-

7.1 Jurisdiction:

This Contract and these Conditions shall be governed by and construed in all respects (including the formation thereof and the performance thereunder) in accordance with the laws of the Republic of Ireland.

7.2 Enforcement of overall agreement:

If any term or provision of this Agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

7.3 Limitation of Liability:

The Business will be relieved of all liability in respect of obligations owed to the Client which we cannot fulfill for reasons beyond our control.

8. Restrictive Covenant:-

8.1 The Client hereby undertakes and agrees that the Client will not, without the prior written consent of the Business;

8.1.1 directly or indirectly in any capacity either on his/her/its own behalf or in conjunction with or on behalf of any person, firm, company, business, concern or enterprise contact the Host family in order to avail of services, to include accommodation services, which would otherwise be, in whole or in part, the services provided by the Business;

8.1.2 directly or indirectly in any capacity either on his/her/its own behalf or in conjunction with or on behalf of any other person, firm, company, business, concern or enterprise whatsoever;

- (a) canvass, solicit, approach or entice or endeavour to canvass, solicit, approach or entice away any Host or Host family from continuing to provide accommodation via the Business in order to engage the Host family to provide accommodation services directly or indirectly to the Client;
- (b) interfere or seek to interfere or to take steps as may interfere with the continuance of accommodation services to the Business from any Host or Host family

8.1.3 In the event that any one of the restrictions set out in paragraphs (a) or (b) above is held to be unreasonable by reason of the area, duration or type or scope of the service covered by such covenant then effect will be given to such restriction in such reduced form as may be decided by any court of competent jurisdiction.

9. Entire Agreement:-

These Terms and Conditions, together with any other Terms and Conditions notified to you, accepted by you or to which you are bound by the use of any of our Services and constitute the entire agreement between you and us in relation to your use of our Service.

10. Data Protection:-

The Client hereby acknowledges that by entering into the Contract with the Business that the Client has read and accepts the terms of the Privacy Policy of the Business. We refer you specifically to our Privacy Policy which is available to view on our website: <https://hostfamilydublinireland.ie/>

11. Storing Information in Electronic Format:-

The Client hereby agrees that the Business is not responsible for any loss of, or corruption of, information held by the Business by any off-site electronic storage service that we use. We will try to make sure that the company we use is reputable.

12. Complaints:-

In the event that you wish to make a complaint about any aspect of our Service(s), please send the complaint in writing to us and we will review it without delay and respond to you within 14 days.

13. Changes:-

We may update these terms and conditions from time to time and will publish such updated version on our website, as appropriate.