

# TERMS AND CONDITIONS

These terms and conditions will become binding on the student and the school when the student enrolls on a course.

## **1. Visa**

1.1 The student is responsible for complying in full with any requirements of the UK Visa and Immigration Authorities (UKVI) before the commencement of the course and throughout the duration of the course.

1.2 The student must ensure that he or she enrolls in sufficient time to ensure that a visa can be obtained and that all requirements of the UKVI are met.

1.3 The student must allow the school to inspect and copy the student's passport and any other documents relating to the student's visa.

1.4 The school reserves the right not to enroll any student if it believes that his/her intentions do not comply with the UKVI rules and regulations.

1.5 Although Malvern House will provide assistance on the visa process, the school cannot be held responsible for unsuccessful applications or any visa regulation changes which occur after the booking has been confirmed in compliance with visa regulations at the time of booking.

1.6 The student must keep the school informed of the progress of his/her visa application.

1.7 In case of course cancellations, there will be no refund of visa fees incurred.

1.8 While studying in the UK, it is incumbent upon the student to comply with the conditions under which their visa was issued. The school is required to inform UKVI of any serious breach of Visa conditions by students.

## **2. Payment**

2.1 Payments of all fees included in the invoices may be made by bank transfer or credit card and must be received in full 28 days prior to the course start date. Bank details are provided on the invoice.

2.2 The payer must ensure that all bank transfer charges (including intermediary bank charges) are included in the payment.

2.3 The tuition fees entitles the student to receive academic instruction in relation to the chosen course but do not cover the cost of other materials and services that the student may require, including, but not limited to, text books, examination fees, bank charges, insurances, social activities and travel expenses. The student is required to purchase such of these materials and services as are required for the completion of the course.

2.4 All students that are studying for 3 weeks or more must purchase the relevant text book for their course. The school reserves the right to exclude the student from class if they refuse to buy a course book.

### **3. Information on Students**

3.1 The student will be required to provide the school with such personal information as the school reasonably requires and the student will ensure that such personal information is updated in the event of any changes.

3.2 Students will automatically be added to our general mailing list to receive updates on the school and our program. Students may unsubscribe from this service at any time by contacting our students services team.

3.3 The student permits the school to store records of the student's personal information and to disclose this information to others as required by law.

3.4 If the student has enrolled via an agent, the student permits the school to release their attendance records to the agent and/or parent/carer if their attendance falls below 80%.

3.5 Malvern House reserves the right to take photographs and videos during our courses, social activities and testimonials which may be used for promotional purposes, including the production of brochures and use on our website. Please inform us in writing if you do not wish your image to be used in this way. We will also remove images from our website and social media outlets upon request.

### **4. Administration of courses**

4.1 Failure to start the course on its commencement date or to complete the course without providing an acceptable explanation to the school will result in the expulsion of the student from the course, and, any accommodation booked, without a refund or transfer to another course.

4.2 If a student wishes to change the time or date of classes, appropriate requests must be made to the reception staff on or before Wednesday for the transfer to be effective from the following Monday. All changes are subject to availability and at the school's discretion. Please note that an administration fee might apply.

4.3 The duration of the course or the time allotted to complete the course will not be extended by unauthorized absences or uncertified illnesses.

4.4 The school will use its reasonable endeavors to accommodate the student in relation to the location and timing of classes but reserves the right to change campuses, teachers, times and rooms and to combine classes for different courses at its discretion.

4.5 All Malvern House courses are subject to demand and the school reserves the right to cancel courses where demand is not met. Alternative courses will be offered where appropriate, otherwise, course fees will be refunded in full.

4.6 Students wishing to take a course which has a minimum level of English as a pre-requisite to entry must achieve the required level prior to admission to this course. If the student's current level of English is insufficient for their chosen course at the time of application, the student is advised to book the relevant course (or courses) needed to bring their English up to the required level.

4.7 Should the student wish to transfer to another course, this will be at the school's discretion and subject to payment of the difference of tuition fees and the granting of permission by UKVI, if applicable.

4.8 All students are required to take a test prior to commencement of their course to determine the appropriate level of study. Malvern House reserves the right to re-test students where there are incongruities between the results of a pre-test and student performance after arrival.

4.9 Students may be entitled to take holidays depending on the administration of their chosen course. Please see the information provided in connection with the relevant course.

4.10 Students may choose to use some of their holiday allowance during periods when the school closes for public holidays or staff training days. There will be no reduction in tuition fees or additional classes provided when this occurs.

## **5. Attendance**

5.1 Students are obliged to attend all classes and to observe the timetables set in relation to their course and the school will not be responsible if the student misses any classes.

5.2 A leaving certificate will only be issued if attendance is above 80%. Students will receive a certificate letter for attendance between 70% and 80%. If attendance falls below 70%, the student will receive a certificate letter stating their attendance.

5.3 The school reserves the right to expel without refund any student whose attendance falls below 70%

5.4 If the student has ongoing low attendance and is studying on a Tier 4 visa, UKVI will be informed.

5.5 Students must arrive at classes before the published start time and return promptly after any break. If a student arrives more than 15 minutes late to a class then the student will be excluded from class until after the break. No attendance will be given for that day and no refund of tuition fees paid will be made as a result. If a student is persistently late to classes, the student may be excluded from the course and no refund of tuition fees will be made as a result.

## **6. Holidays**

6.1 Holiday allowance is agreed depending on the course duration and the student's visa validity.

6.2 Holiday should be booked at reception before the student wishes to take it and not after the start date of the requested holiday week.

6.3 Holiday should be taken from Monday-Friday unless otherwise agreed in advance.

6.4 Holiday is given to students on the understanding that they can continue with their course until they have completed the number of course weeks for which they have paid. The school cannot give students holiday where this would lead to an extension beyond the visa end date.

6.5 Any shortening of the course caused by holiday taken will not be refunded by the school.

6.6 If a student has to stop his/her course early for any reason he/she will have to confirm this in writing, on the 'Declaration of Intentions'. He/she will need to state why and when they will leave the country. This form can be obtained from reception. In these instances the student must also provide a copy of his/her travel ticket to demonstrate the departure date from the country. There will be no refund if a student chooses to shorten their course except in extenuating circumstances.

6.7 Failure to complete the 'Declaration of Intentions' and to provide a copy of the travel ticket will mean that a certificate and/or other documentation from the school will not be issued.

## **7. Conduct and discipline**

7.1 The school has the right to expel the student from the course for unacceptable behaviour, poor performance or lack of attendance and no refund will be given.

7.2 In the event of expulsion, the school reserves the right to withhold completion letters, certificates or any such documents.

7.3 For the avoidance of doubt, the school views unacceptable behavior as including, but not limited to, causing damage to property, causing disturbance or nuisance, abusive or disrespectful conduct, failing to observe fire and safety rules and smoking other than in authorized areas and selling or consuming alcohol or illegal drugs on school premises.

7.4 Malvern House expects students to act in accordance with fundamental British Values. These are: Democracy, the rule of law, individual liberty and mutual respect for and tolerance of those with different faiths and beliefs and for those without faith. i.e. to show tolerance and respect to others regardless of race, religion, disability, gender, sexual orientation or any other difference.

7.5 If the student causes damage to school property or in their accommodation, the student must pay the full cost of repairing or replacing such property or items.

7.6 Students are prohibited from using the school's computers for unauthorized purposes including, but not limited to, accessing pornographic material or for commercial activities or for accessing extremist or offensive websites.

7.7 Students under 18 years of age are, by UK law, considered to be minors. All students under 18 must provide us with a signed parental consent form and must abide by the rules of conduct on the parental consent form at all times.

7.8 In matters related to the welfare of students who are under 18, the Malvern House Designated Safeguarding Lead will be the ultimate authority.

## **8. Refunds**

8.1 Any refunds due will be paid (by bank transfer or credit card) within 12 weeks of receiving the refund request and supporting documents. Payment will be made to the person or organization that originally paid the fees following our cancellation policies as stated in this document. The registration fee, accommodation booking fees, courier fee and bank/credit card charges are non-refundable. There may also be an administration fee applied.

8.2 No refund will be paid in the following circumstances:

8.2.1.1 If fraudulent documents were submitted on visa application

8.2.1.2 Once the course has commenced

8.2.1.3 If the student withdraws the visa application

8.2.1.4 If the student is expelled from the school or from the country by the Immigration Authorities

8.2.1.5 If the visa is granted and the student decides not to study at the school (in which case the school is required to inform UKVI immediately)

8.2.1.6 If the student is dissatisfied with the allocated level of study

8.3 In the case of International Foundation Year applicants who do not pass the admissions interview, the enrolments fee will be deducted from the total amount of the refund.

## **9. Cancellations**

9.1 The student shall be entitled to cancel the course at any time before the course start date and the amount refunded will vary according to how much notice of cancellation in advance of the start date the student has given:

9.1.1.1 If the student gives 3-4 weeks' notice of cancellation, the student will be refunded 50% of the tuition fees paid.

9.1.1.2 If the student gives 2 weeks' notice of cancellation, the student will be refunded 20% of the tuition fees paid.

9.1.1.3 If the student gives 1 weeks' notice of cancellation, the student will be refunded 10% of the tuition fees paid.

9.1.1.4 If the student gives less than 1 weeks' notice of cancellation, the student will not be entitled to receive any refund.

## **10. Accommodation**

10.1 The school will use its reasonable endeavors to provide the student with home stay or residence accommodation at the student's preference but the student's first choice of accommodation may not always be available. The cost of accommodation is set by the school and may be revised from time to time

10.2 When booking accommodation, the student must:

10.2.1 Book accommodation for a minimum of one week.

10.2.2 Pay the accommodation booking fee.

10.2.3 Ensure that arrival and departure dates are given to the school.

10.3 In relation to accommodation, the student acknowledges that:

10.3.1 Arrival and departure dates may only be changed by special arrangement and those changes may be subject to a surcharge.

10.3.2 Arrivals/departure for residential accommodation must be on Saturdays only – unless agreed in writing with the school.

10.3.3 After the student's arrival in the UK, any requests to change accommodation will be dealt with at the school's discretion and subject to availability. Refunds will only be made in exceptional circumstances and at the school's discretion. Subject to type of accommodation, students may be asked to pay a deposit to cover damage to the property

or loss of keys. This will be refunded at our discretion when the student leaves the accommodation. If the student wishes to cancel any booked accommodation, then the following cancellation fees will apply:

10.3.3.1 If the student gives notice of cancellation more than 14 days before scheduled arrival, the accommodation booking fee, is payable.

10.3.3.2 If the student gives notice of cancellation 8-14 days before scheduled arrival, 1 week's accommodation fees and the accommodation booking fee are payable.

10.3.3.3 If the student gives notice of cancellation 0-7 days before scheduled arrival or fails to arrive, 2 weeks' accommodation fees and the accommodation booking fee are payable.

10.3.3.4 Once the student has moved into a home stay, the student cannot cancel that home stay for at least 4 weeks from the date of moving in. After that, home stay accommodation can be cancelled with 7 days' notice.

10.4 In relation to residential accommodation, individual providers' terms and conditions may apply. Please see the school's website for details.

10.5 The school has the right, where reasonable, to remove the student from the accommodation for unacceptable behavior. For the avoidance of doubt, the school views unacceptable behavior as including, but not limited to, causing damage to property, causing disturbance or nuisance, abusive or disrespectful conduct, failing to observe house rules.

## **11. Airport collections**

11.1 The fee charged to the student for collection from the airport will include waiting time of 2 hours from the time of arrival that the student has specified to the school. Any additional waiting time will be charged at the rate of £15 for every thirty minutes.

11.2 No refund will be given if notice of cancellation of an airport transfer is given less than 7 days or if the details provided to the school are incorrect.

## **12. Liability**

12.1 The school will not be held liable for loss, damage or injury to persons or property.

12.2 The school will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations in relation to the student's course or accommodation that is caused by events outside the school's reasonable control (Force Majeure Events). A typical list of force majeure events might include war, riots, fire, flood, hurricane, typhoon, earthquake, lightning, strikes, lockouts, slowdowns, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding any party from performing its respective obligations under the contract.

12.3 The school's obligations in relation to the student's course or accommodation are suspended for the period that the Force Majeure Event continues, and the school will extend the time to perform these obligations for the duration of that period. The school will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which the school's obligations can be performed despite the Force Majeure Event.

### **13. Consumer protection (distance selling) regulations (2006)**

13.1 Applications made online or over the phone may be cancelled within seven (7) days of the initial application (the cooling off period).

13.2 Where the student chooses to exercise this right to cancel (within the cooling off period), the school must be notified in writing. Cancellations made by phone will not be accepted. Students must preserve evidence of having given the cancellation notice (within the cooling off period). The deposit and any fees paid will be refunded in full, less an administrative charge of £65.

13.3 Students are liable for all bank charges and will be billed for such charges on their first day if necessary.

### **14. General**

14.1 Malvern House does not normally accept students under the age of 16 in adult classes. Malvern House accepts closed groups of students from 12 to 16 years old.

14.2 These terms and conditions shall be governed by English law and the school and the student agree to the non-exclusive jurisdiction of the English courts.

### **15. Discounts**

If several discounts potentially apply to a course, only one such discount may be selected. Discounts offers and schemes are subject to availability and may be withdrawn or changed at any time without notice.

**Deferral:** where the full amount has been paid, an enrolment can be deferred for one relevant sitting (subject to availability), provided Malvern House receives written notice at least two weeks prior to the course commencement date. An administration charge of £50 (Inc. VAT) per course will be invoiced by Malvern House. No refunds will be made and amounts paid for courses will be carried forward accordingly. It may be necessary to purchase new course materials upon recommencement of deferred study. These are not included in amounts previously paid and will be invoiced separately.