

Our Terms and Conditions

Malvern House is committed to providing Students 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 Malvern House Reception Team will also be able to answer any questions you may have. The terms detailed below form the basis of an agreement between you [the Student] and Malvern House [the College]. The Agents and Representatives are only those companies or individuals who have been authorised to act as agents or representatives by Malvern House. Authorised Agents may add a maximum of 5% of the total tuition fees to cover their administrative costs.

1. Enrolment & Tuition Fees

- The College will advise the Student on all courses, fees and other matters based on the information supplied to it by the Student.
- All Students become members of the Malvern House Club. A one off, non-refundable registration fee of £45 to cover membership and other enrolment administration charges is payable at the time of enrolment. Registration for Malvern House Academy courses is higher.
- The minimum age for enrolment is 16 years.
- The average number of Students in a classroom is 10-16; the maximum number of Students in a class is 18.
- Payment of course fees must be received before a Certificate of Enrolment can be issued.
- Fees are not transferable to another Student.
- The schedule of refunds in the event of course cancellation is given in Section 7.1.

2. Student Records

You agree that Malvern House keeps your records on its computerised systems. Should your circumstances change, it is your responsibility to keep us informed of all changes, in particular of:

- Changes of address in the UK as well as your home country.
- Changes to emergency telephone numbers and contact names.
- Change of e-mail address(es)

3. What is Included in the Registration Fee

One each of the following documents for each course or every 12 weeks:

- Certificate of Enrolment.
- Immigration / Visa application letter.
- A Welcome Pack on arrival
- Free ADSL Internet access and WiFi access, subject to availability.
- ISIC Card letter if applicable – once a year
- IT Travel Card Application Form for Students studying for more than 14 weeks.
- One holiday / travel letter for every 12 weeks of studies.
- Class time changes can be made if there is a place available in the class. You must stay in your new class for a minimum of 4 weeks.
- One Malvern House Student Card.
- One attendance letter for visa extension or other purpose for each period of study.
- A certificate and a leaving pack at the end of the course.

Malvern House provides all the necessary documentation and reasonable opportunities to change class times and to book holidays. The College does not want you to incur extra costs. Keep your documents in a safe place and plan your holidays and class times and dates carefully. Additional documentation and duplicates will incur additional cost.

4. What is Not Included in the Tuition Fees

The following are not included in tuition fees and cannot be paid by instalments:

- Travel, for example to/from your host family accommodation.
- Accommodation (for terms of payment for accommodation refer to the "Accommodation" section).
- Paper, pens, pencils, cassettes, stationery, photocopies and books (other than those provided as part of the teaching materials).
- External examination fees.
- Text books.

- Personal & Health Insurance.
- Social programme – except those events advertised as free or inclusive.
- Bank charges on international money transfers and credit card charges.
- Port of Arrival meeting charges. (please refer to section 11)

5. Other charges you may incur

Many of the course related costs you are likely to incur are included in your course and (if applicable) the accommodation fees. However additional charges you may incur could include any bank charges for money transfer to the College, social events, frequent change of class times and or holidays, fax facilities, additional photocopies, additional course books. A list of these charges is available from reception.

6. Visa Refusal Insurance

We recognise that occasionally British Immigration Authorities refuse individuals' entry to the UK or do not allow extension of stay. Malvern House provides for this possibility by enabling you to take out "Visa Refusal Insurance". The cost of this insurance is £50 and covers refund of all tuition fees except the cost of the insurance. Please note that Visa Insurance does not cover accommodation costs. Please refer to Section 10 for details about accommodation refunds.

The Visa Insurance does not cover any amounts paid for accommodation, examination fees, travel expenses and airport transfer. For refund on accommodation please see the "Accommodation" section, but in general the sooner you cancel your accommodation the more likely it is that you will recover your payment.

7. Refunds of Course Fees

- **With the exception of payments through Agents, regardless of who paid for the course, refunds will only be given in the name of the Student and will be by cheque or bank transfer only. Any bank charges are payable by the Student or Agent.**
- **Refunds may take up to 3 weeks from the date that all the original documentation required by Malvern House is received.**
- If payment has been made through an Agent the refund will be given via that Agent.
- No refund can be made for examination fees, travel expenses and airport transfer.
- Please see the "Accommodation" section for refunds on accommodation.
- Refunds to credit/debit cards will be made only if the payment was originally made by credit/debit card.
- Refunds to credit/debit cards will only be made to the same card used for the initial payment.

7.1 Course Cancellations - Refund schedule for reasons not related to visa refusal/leave to enter the UK. Refund is based on the total course fee and the original course start date

Cancellation Notice Period before start of course	Refund
7 weeks or more	80%
5 – 6 weeks	65%
3 – 4 weeks	50%
2 weeks	20%
1 week	10%
Less than 1 week	0%
After course has commenced	0%

Note: For this purpose, weeks begin on Monday.

7.2 Refunds due to Visa Refusals

- All Students are entitled to a refund of their fees/deposit paid. Malvern House will deduct administration fees as detailed below:
 - £150 if no Visa Insurance has been taken out.
 - Full refund of course fee and registration fee, except the £50 for the Visa Insurance if it has been paid at the time of enrolment.
- Refunds will be issued only if the following documents are presented to Malvern House:
 - Original of the letter of refusal from the UK Immigration Authorities or a fax sent to the College directly by the Immigration Authorities.
- Refunds may take up to 3 weeks to process.

- No refunds will be made if:
 - The visa application is withdrawn by the Student (in this case normal cancellation rules will apply).
 - The Student is asked to leave the country by British authorities.

8. Terms of Contract for One-to-One Tuition

- All fees must be paid in advance of the tuition.
- The College reserves the right to appoint and rotate teachers.
- Tuition may take place outside College buildings.
- Once booked normal cancellation rules apply (see above).
- Tuition time/date may be changed with 1 week notice and subject to availability of teaching staff / teaching rooms.
- Punctual arrival is the Student's responsibility. The College will not extend the teaching time due to late arrival.

9. Holidays

- Fee reductions or extensions do not apply where a course includes a Public Holiday when the College is closed.
- Holidays may be taken if a course is full-time and more than 8 weeks long.
- Holidays must be booked 1 week in advance and for a full week starting on a Monday.
- Absence from College cannot be converted into holidays.
- Please plan your holidays carefully as changes and cancellations could incur an administration fee.
- The School normally closes for Christmas / New Year period for 7 to 10 days. Students entitled to holiday must use allowed holidays during this period.

Weeks of study (paid for)	Authorised Holiday
Up to 7 Weeks	None
8 - 11 weeks	1 week
12 - 17 weeks	2 weeks
18 - 23 weeks	3 weeks
24 - 29 weeks	4 weeks
30 - 35 weeks	6 weeks
36 - 39 weeks	8 weeks
40 or more weeks	12 weeks

10. Accommodation Charges

The College will make every effort to meet all your Students' requirements. It is more likely that 1st Choice requests can be met in full when bookings are placed one month prior to arrival. In the event that the 1st Choice of accommodation is not available, Malvern House reserves the right to automatically place Students in their 2nd Choice of accommodation.

- Minimum booking for all accommodation is 2 weeks.
- All accommodation fees must be paid in advance directly to the College, not to the Host Family or to the Residence Manager.
- An accommodation finding fee of £35 applies per Student.
- Arrival and departure dates may be changed in advance by special arrangement, subject to availability. Please ask for details about the surcharge to be applied.
- Arrival dates for Residence accommodation must be on Saturdays or Sundays only.
- Accommodation fees are non-refundable if the Student arrives late or leaves early without sufficient notice. Please see our cancellation policy below.
- Cancellation due to visa refusal may incur a charge if we booked the accommodation before the visa was confirmed. You will be informed if this is necessary. Any visa refusal at the airport will incur the accommodation cancellation charge as listed above.

Homestay Cancellation Fees

More than 7 days	No fee
0-7 days before arrival	1 weeks' accommodation fees
No-show	1 weeks' accommodation fees

Residence Cancellation Fees

0-14 days before arrival	Up to 100%
No-show	Up to 100%

Please check the website for specific cancellation information for each residence.

www.malvernhouse.com/accommodation

Please note, the College will attempt to resolve any dispute with a Host Family or Residence Manager. Requests to change accommodation after arrival are at the discretion of the College and subject to availability at the time of the request.

11. Airport Transfer Bookings

- The airport pickup service can be booked for transfers to accommodation arranged by the College or to an accommodation address arranged privately by the individual.
- Private accommodation addresses must be provided in advance of the arrival date.
- Airport pickup fees must be paid in advance directly to the College, not to the Driver.
- The College will issue a Letter of Confirmation with the expected flight arrival details.
- The service includes a maximum of 2 hours waiting time from the time of arrival provided to the College. Additional waiting time is charged at £10 per half hour.
- Pickup service arrangements may be changed, subject to sufficient advanced notice. Please ask for details about any surcharges to be applied.
- The Letter of Confirmation will include the cab company name and emergency phone number. Students should show this document to the Driver before leaving the airport.

12. Course Bookings

- It is the responsibility of the Student to book their course far enough in advance to enable visa requirements (if necessary) to be met. No refunds will be made should these requirements not be met in time. Please note that a bank transfer may take 2 - 4 weeks to reach our account and Certificates of Enrolment can only be issued after the College has received confirmation of receipts of funds from its bank.
- If the start date is changed and a visa is then refused, the original start date booked will stand.
- Failure to start the course on the commencement date or to complete the course will result in removal of the Student from the class register without a refund or transfer to another class.
- Requests for class changes must be made to the reception staff on or before Thursday for the transfer to be effective from the following Monday.
- No course extension will be made for unauthorised absences or uncertified illness.
- No extensions to courses are possible by additional fee payments. Additional fee payments will be treated as a new course booking. As an existing Student and member of the Malvern House Club, the £45 registration fee is not payable.
- The time of courses cannot be guaranteed but the College will make every effort to ensure that a Student is placed at the time of their choice.
- The College reserves the right to change teachers, times, rooms and combine classes if necessary.

13. Attendance and Time Keeping

- All Malvern House Students are expected to attend all their classes. Any absence should normally be only for illness or authorised holiday.
- It is the responsibility of the Student to inform the College of illness or other reasons for absence.
- If the Student is absent from class without a Doctors Certificate, they may be removed from their class register. If the Student returns within 4 weeks of 1st date of absence, he/she will be allowed back to the class, subject to availability and at the discretion of the college. No extension or refunds will be made.
- Students who are absent for over 4 weeks (excluding certified illness or holidays) will not have the right to return but may book a new course.
- Students are encouraged to keep good time. Late arrival at the start of the class or return from breaks is disruptive to the class as a whole. Late entry to the class is at the discretion of the college.
- Our 3 hour teaching periods include 20 minute breaks. All classes finish in sufficient time to get you to your next class (approximately 5-10 minutes).
- No extension or refunds will be given for exclusion from the class due to late arrival.
- The College will issue a school leaving certificate only if satisfactory attendance has been maintained (except under exceptional circumstances)

14. Class Level

- All new Students are required to take a Malvern House Placement Test or Tests.
- The result of the test(s) will place a Student in the appropriate level for their chosen course. Should a Student be found to be at a lower level, the College reserves the right to place the Student in a class of a suitable level until the appropriate language level is

reached. If the Student chooses to leave as a consequence, no refund of fees will be made. The Student may discuss this matter with the Operations Director whose decision will be final.

- Students may change their study level if this is agreed by their teacher and the Operations Director, and if College procedures for class changes are followed.

15. Examinations

- The College normally enters Students for an examination at their request. The Student is responsible for ensuring that examination entries and fees are paid on the dates due.
- Entry to examination classes is subject to passing an entry test. Students who do not pass this test will be placed in another suitable class until the appropriate language level is reached.
- The College reserves the right not to enter a Student for an examination, if the Student has not reached a reasonable standard. The Student may discuss this matter with the Operations Director whose decision will be final.

16. Use of Computers

- You will have access to computers with ADSL Internet access and Microsoft Office applications for your personal use.
- You will be required to book time on the computer.
- It is your responsibility to ensure that:
 - You do not access or contribute to inappropriate sites on the Internet e.g. pornographic sites.
 - You do not store personal files on the computers.
 - The use of the computers is strictly for educational or personal social use.
- You may not undertake any commercial activity.

17. Conduct and Discipline

- In cases of proven criminal offence or flagrant misconduct, the College reserves the right to expel any Student. In these circumstances, no refund will be given.
- Students are expected to behave in an orderly manner and any wilful damage to College property or personnel will be treated as gross misconduct. In the case of such misconduct the Student will be held personally responsible for rectifying any damage caused.
- Students will also be expected to behave respectfully towards other Students and neighbours of Malvern House. Extreme cases may result in expulsion.
- Students are expected to observe fire and safety rules displayed at the College. Failure to comply with such rules may lead to expulsion from the College.
- Smoking is not permitted inside the school buildings. Students smoking outside the buildings must take care not to disturb neighbours or pedestrians.
- The College buildings are located in prestigious areas and Students are expected to maintain good relations with the neighbours by behaving in a considerate manner.

18. Force Majeure

- A basic stipulation of the agreement/contract between Students and Malvern House, or its representatives, is that neither Malvern House or its representatives are liable for refunds or damages, however arising, in cases where Malvern House is unable to fulfil any services to which they are contractually bound because of labour disputes, insufficient demand for classes or other reasons which are beyond their control.

19. Liability

- The College, its employees and its representatives accept no responsibility for personal injury and/or loss or damage to personal property on the College premises whether as a result of fire, burglary, theft or otherwise. This condition also applies to public and private places included in College trips and excursions.
- The College is not responsible for the safekeeping and delivery of any post, fax etc. sent to Students at the College address or for the safekeeping of exam results or certificates.

20. General

- Photographs of the Students may be used in the College's 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 the College any rights to royalties they may have. The College reserves the right to use all photographs in any way the College sees appropriate in promoting itself and the copyright to all photographs shall belong to the College.

- Personal calls or messages can be taken by the College office on behalf of the Students, except in cases of real emergency the College can not guarantee prompt delivery. The Student is expected to keep the College informed of any change to their address in the United Kingdom.
- It is the policy of Malvern House not to disclose personal details of any Student to a third party (other than the appropriate authorities) without prior written authority of Students.
- The College does not provide parking or storage facilities. Any items left at the premises or outside the College are left at the owner's risk.
- We regret that the College building is not suitable for the provision of facilities for the disabled and as a consequence it is unable to provide facilities for people with disabilities.
- The decisions of the College Director will be final and binding in all cases and for all Students and/or their agents/representatives.
- The laws of England are applicable to the agreement and the conduct of Malvern House activities

Appendix II