(Malvern Brighton School) 20 Queens Rd, Brighton BN1 3XA, UK Phone: +44 (0) 1273 661575 Email: <u>emiliano.sallustri@malvernplc.com</u>





# **Language in Action Terms and Conditions**

Summer Programme and Low Season Closed Groups Booking facts

#### **HOW TO BOOK**

Please contact us to request a provisional booking, detailing numbers of students, age range and dates of stay. After filling out our quotation form, we will then send you a personalised offer including a summary of our payment schedule and terms and conditions.

#### Course Price List includes:

- Full tuition as stated, course materials and end of course certificate
- Activities and excursion programme as stated dependent on season
- Accommodation and all meals
- Use of campus facilities where available (as part of a scheduled programme)

Course Price does not include (but can be required as add on):

- Transfers to and from the centre
- Examination fees and specific exam course book e.g. Trinity or Cambridge
- Optional excursion fees
- Insurance

#### **Terms and Conditions**

### **PAYMENT SCHEDULE**

Payments can be done in full or split as follows:

- 25% deposit fee to confirm the booking based on proposed numbers
- 35% of the total to be paid by 1st April based on recalculated numbers
- Balance (remaining 40%) to be paid by 1st June with confirmed numbers

Please note that if we do not receive the balance payment 28 days before the course start date, your beds may be released and no refund will apply. In the event that full payment is not received before arrival, lessons will be suspended. No individual or group student will be allowed to participate in the programme reserved until the appropriate payment has been received as specified.

Please ensure that all payments are sufficient to cover any bank fees that may apply as these will not be deducted from the total due.

#### **CANCELLATION POLICY**

Deposit is non-refundable, but will be used to cover the cost of the final number of students in the group based on confirmed numbers submitted by 1st May. Partners will be able to increase student numbers up to time of travel subject to availability.

Refunds prior to arrival will follow these policies:

- Cancellations in writing before the end of March: 100% refundable, less the deposit, which can be used for future bookings at the same centre.
- Cancellations in writing before the end of April: 75% refundable, less the deposit (usable for future bookings at the same centre).
- Cancellations in writing before the end of May: 50% refundable, less the deposit (usable for future bookings at the same centre).
- Cancellations in writing before June 15th: 25% refundable, less the deposit (usable for future bookings at the same centre).
- Cancellations in writing after June 15th or up to 7 days before the student's arrival: 5% refundable, less the deposit (usable for future bookings at the same centre).

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#### **VISAS**

Some students require a student visa or a tourist visa. Students/agents should contact their local embassy, consulate or High Commission for additional information and entry requirements to their country of choice. Arranging the correct visa is the sole responsibility of the student or students' parent/guardian/agent.

#### • Deposits & VISA support letters

- VISA support documentation will be provided when we are in receipt of the 25% Group Deposit Fee (group students) or a Visa Deposit Fee of £250 (individual students).
- VISA processing delay
  - Postponement
    - If the programme needs to be deferred due to visa processing delays, LIA cannot guarantee that the original allocations will apply and change of dates may incur in additional fees.
    - A written communication of postponement due to Visa delays must be received two weeks before the course start date at the latest.
  - · Cancellation due to delay
    - If the agent wants to cancel because of visa delays, the following terms will be applied:
      - £250 charge per student will be applied up to two weeks prior course start date;
      - £500 per student up to seven days prior course start date;
      - Full amount will be charged in case the written cancellation is received less than seven days before student's course start date.
- VISA refusal & cancellation
  - Cancellations due to visa refusal will require a copy of visa refusal documentation and will incur the following costs:
    - Documents received seven days or more prior course start date: full refund less £250 booking fee per student (whether groups or individuals)
    - Documents received six days or less prior course start date will incur in a £250 per student booking fee, plus 25% of the total programme's value.

Please ensure you allow enough time for visa processing to help minimise cancellation charges that result from visa refusal. LIA cannot be held responsible for decisions taken by embassies or immigration police, regarding entry visas or visa extensions.

### **CHANGES**

LIA reserves the right to change the particulars of the services, including changes to courses, timetables, locations, accommodation, facilities and dates of the programmes where circumstances beyond LIA's control necessitate such changes or where the number of bookings received does not reach the minimum numbers required to operate a course viably.

The sample programmes featured in marketing materials are for illustrative purposes and LIA reserves the right to change the details without prior notice.

If the change relates to the location and/or the date of the programme, then a full refund will be offered if the alternative location and/or date is not suitable (deposit fee included).

# WITHDRAWAL POLICY

LIA defines withdrawal as termination of a study programme after the course start date, this includes any 'no- show's'. No refunds will be given once the study programme has commenced.

#### TRAVEL DETAILS

Travel details, including arrival and departure times and dates, flight numbers and airline must be sent in writing at least ten days prior to the scheduled arrival date.

If notice is not received LiA may not be able to provide a transfer and will not be held liable for any issues arising as a result. Group transfers fees apply to the total number of students within a group arriving and departing together on the same flight.

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#### 1. Code of conduct and Health and Safety

Students must comply with the rules and code of conduct of the school. Any breach of these rules may result in the student being suspended and in extreme case, expelled. We enroll students on the assumption that they are in good health. Any pre-existing conditions and/or special dietary requirements must be communicated to us before travel. No refund is due in case of expulsion or suspension of a customer from a programme for irregular, anti-social or disruptive behaviour.

### 2. Loss, Damage and Insurance

We strongly advise that all customers appropriately insure themselves or be insured against the usual risks associated with overseas travel e.g. personal accident, injury or ill health (medical/hospital fees), cancellation, delay, loss of baggage or property etc. i.e. comprehensive travel insurance.

We do not accept responsibility for any loss or damage to any property of students.

Whilst every help and assistance is given to ensure that students' property is safe at all times and collected before departure, we do not accept responsibility for any loss or expense due to changes in public transport, weather, quarantine, sickness, strike or any other cause beyond the schools control.

Each group living on campus will be required to pay a £500 Damage Deposit in total. This will be by BACS prior to arrival, unless otherwise agreed in advance with the school. This deposit will be returned by BACS following group departure less any deductions due to the school in respect of damage caused to the school or its property.

#### 3. Public Holidays

Where public holidays fall on a week day, the school will not run classes. The school will not make up lessons missed as a result of public holidays. The campus facilities will be open for use on these days at reduced hours.

### Public Holidays for this year

New Year's Day
Good Friday
Easter Monday
Early May Bank Holiday
Spring Bank Holiday
Platinum Jubilee bank holiday
Summer Bank Holiday
Boxing Day
Christmas Day Holiday

### 4. Group Leaders

All groups must be accompanied by at least one leader for every 15 students travelling.

All Group Leaders must adhere to the Group Leader Code of Conduct.

All leaders must be present on site each day. Students and Leaders must provide staff with a mobile number they can be contacted on during the stay. Whilst we will do our best to provide leaders with single rooms and private bathrooms, we cannot guarantee that these will always be available.

All Group Leaders are required to provide "Certificates of good conduct" from their country of residence as evidence of their suitability to work with students under the age of 18. We require Agents to ensure group leaders are advised of their responsibility to obtain a certificate of good conduct.

# 5. Safeguarding

Agents must fill out and sign the "LiA Group Leader confirmation form", a declaration that they have read the original police check documents relating to each member of their staff (including accompanying teachers) and that they are suitable to accompany a group of minors.

Agents must also declare that they have read and understood the Child Safeguarding and Protection Policy and agree that the group leader must act in accordance with it and abide by the guidelines.

The form must be completed by the educational consultant on behalf of each staff member and returned to LiA Staff.

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#### 6. Accommodation

Language in Action reserves the right to house students in rooms with up to 8 students sharing a room at any one time.

#### 7. Special Requests

It is the responsibility of the group to inform the school of any special requests, such as special diets, allergies, or specific excursions, well in advance of the course start date. Whilst we will always do our best to meet any special requests, this is subject to availability and cannot be guaranteed.

#### 8. Publicity material

Language in Action may take students' photographs or record students' comments. By accepting these terms and conditions you give your consent for these images and testimonials to be used in our publicity. If you do not wish us to do so, please inform us in writing prior to the course start date.

### 9. Force Majeure

There is no refund for cancellation or failure to provide services due to factors beyond our control, for example, war, riot, global pandemic, airline cancellations or any other 'act ofGod'.

#### 10. Policies and Procedures

All Clients must adhere to our policies and procedures. A full list can be found on our website at the following link.

#### 11. Terms and Conditions

The above terms are applicable to agents representing students unless variations are expressly agreed between the agent and LIA. The current LIA Terms and Conditions supersede any previous Terms and Conditions that were applicable at the time of the students booking. The most up to date terms and conditions can be found on our website at the in the policies page at the <u>following link</u>.