

# Terms and Conditions

## 1. Definitions

In these terms and conditions, the following terms have the meanings set out next to them (and references to the singular include the plural and vice-versa):

**Agreement:** These terms and conditions together with the Application Form and the Price List which are supplied by IELTS.

**Application Form:** The form you complete and send to IELTS in connection with applying for a place on a Course which shall be considered to form an integral part of this Agreement.

**Confirmation Form:** The form IELTS sends you to confirm acceptance of your application.

**Course:** The Course of study you have applied for on your Application Form offered by IELTS.

**Departure Date:** The date on which your Course ends.

**Price List:** The document entitled 'Price List' which incorporates the Application Form and these terms and conditions and which is also downloadable from the Website and which shall be considered to form an integral part of this Agreement

**Relevant Account:** IELTS's bank account identified in the Price List.

**Start Date:** The first day of the Course for which you are applying.

IELS The Institute of English Language Studies Limited, Company Registration No. C7235

**Website:** The Website at [www.ielsmalta.com](http://www.ielsmalta.com)

**You/Your:** The applicant for a Course at IELTS.

## 2. Accommodation

IELS will advise you on a variety of accommodation options. You should book accommodation for the Start Date until the day before your Departure Date unless you are informed to the contrary by IELTS. Accommodation arrangements are your responsibility unless you indicate that you wish to book accommodation with IELTS on your Application Form.

## 3. Agreement

This Agreement shall be legally binding between you and IELTS once IELTS has received a completed Application Form from you, whether by e-mail or otherwise, and has confirmed your place by sending you a Confirmation Form. This Agreement and any dispute or claim arising out of or in connection with it or its validity or its subject matter or formation is governed by and construed and interpreted in accordance with the laws of the legal jurisdiction in which IELTS is situated.

## 4. Cancellations

You may cancel your booking provided you do so by written notice to IELTS, which it must receive not less than 14 days before the Start Date. In such an event, any fees you have paid will be refunded except for registration fees and one week's tuition and (where applicable) accommodation fees (such fees being specified in the Price List). If you cancel your booking less than 14 days before the Start Date, any refunds are entirely at IELTS General Manager's discretion. A full refund of all fees paid (less delivery charges) will be made in the event of visa refusal provided you send written notice to IELTS and documentary evidence of such refusal. If a Course is terminated after the Start Date, or if you fail to present yourself at the school on the Start Date without having previously cancelled your Course, no refunds will be given on tuition and accommodation.

## 5. Changes and Amendments

Once you have started a Course, no changes may be made to it other than by written agreement from IELTS. If IELTS opts to approve a change, the additional charge which is specified in the Price List will be incurred by you, and no change can be effected until full payment has been received.

## 6. Conduct

You are expected to behave in a courteous manner and to respect fellow students and staff at IELTS. The illegal use of drugs, alcohol abuse and inconsiderate behaviour is unacceptable as is any failure by you to abide by the law and custom of IELTS's location. IELTS reserves the right to withhold Courses and accommodation from any student who fails to meet such standards and to terminate any Course or part thereof without refund in appropriate circumstances.

## 7. Courses

Start Dates are detailed in the Price List. In the event of an insufficient number of students booking for a particular Course, IELTS reserves the right to cancel the Course or provide you with an alternative Course which IELTS, in its sole discretion, considers suitable. IELTS reserves the right for classes to take place in alternative premises of a similar standard to the school.

## 8. Competency Levels

Courses are offered at five levels of language learning: Elementary/ Pre-intermediate/Intermediate/Upper Intermediate and Advanced. Other teaching levels may be available by arrangement.

## 9. Certification & Attendance

You must attend a minimum of 80% of lessons scheduled for the Course in order to receive a certificate of attendance at its conclusion. Students whose attendance falls below this level may be asked to leave the programme. Students who require visas who fall below the required attendance level will always be reported to the appropriate government immigration authority.

#### 10. Descriptions

IELS honestly believes that all statements made in promotional material are factual and correct. Every reasonable effort has been made to ensure such accuracy. IELS is not responsible for any changes that become known after promotional material is produced (up to date information can be found on the Website). IELS will advise you of any material changes which become known to it prior to the Start Date.

#### 11. Entrance Test

Where a course requires a minimum level, you will be required to complete and submit an approved test. Failure to do so may result in you being unable to take the course requested. A suitable alternative will be offered.

#### 12. Expulsion

Committing a criminal offence, insufficient attendance, the provision of false information in your Application Form, in correspondence and dealings with IELS prior to the Start Date or on enrolment, disorderly, drunken, aggressive or threatening behaviour or any other actions which could bring IELS into disrepute may result in expulsion from IELS without refund. In such case, immigration and other authorities will be informed where appropriate.

#### 13. Health

You must be in good physical and mental health at the Start Date and IELS reserves the right to require you to leave any Course at your own expense in the event that you fail to declare any material matters relating to your health on the Application Form.

#### 14. Immigration Regulations

You must ensure that you fully understand immigration regulations in IELS's location. It is your responsibility to ensure that you meet and comply with any such regulations and IELS will not refund any fees paid due to your having been refused entry into IELS's location by immigration authorities.

#### 15. Insurance and Limitation of Liability

You must arrange suitable insurance in respect of travel and medical risks and may be required to provide evidence to IELS of adequate insurance at least seven days before the Start Date or at any point in time thereafter throughout the duration of your Course. It is always the responsibility of students to satisfy themselves that the provision of insurance is adequate to meet their individual needs. This also applies to students who are supplied insurance whether paid or unpaid as a consequence of booking a course at IELS. IELS shall not have any liability to you for any loss of possessions, injury, death, costs related to medical or dental treatment, or costs related to repatriation or for any other losses, damages (whether direct or indirect), compensation, costs or expenses unless negligence can be proved in a court of law in the jurisdiction of IELS. IELS shall not have any liability to you for any loss, damage, costs, expenses or other claims for compensation arising from any information or instructions supplied by you which is, or are incomplete, incorrect or inaccurate. Nothing in any agreement you have with IELS affects any liability for death or personal injury caused by IELS's negligence or for fraudulent misrepresentation, or your statutory rights as a consumer.

#### 16. Lesson Times

Indicative lesson times are set out in the Price List. IELS reserves the right to alter such lesson times at its discretion.

#### 17. Matters Beyond IELS' Control

IELS will endeavour to provide you with the Course and service you book. However, we do not take responsibility for disruptions to the Course and arrangements associated with it resulting from forces out of IELS's control, such as (but not limited to) earthquakes, other natural disasters, war, governmental action and the like. Refunds in respect of the curtailment of the Course or the period of your stay in IELS's location will not be made in such circumstances. Students are responsible for their own personal belongings. IELS will not be held responsible for stolen, lost or damaged items belonging to students.

#### 18. Payment

Full payment must be received by IELS not less than 14 days before your Start Date. You will not be allowed to commence your Course if payment is not made by that time. Payment may be made by bank transfer, credit or debit card or in person to the Relevant Account. Additional charges may apply depending on the choice of payment medium and such charges are identified on the Price List.

#### 19. Photography, Filming & Sound Recording

During the course of a student's stay, IELS may arrange to record, photograph or shoot video footage for its promotional purposes only, both printed and online. Any student who does not wish to participate should indicate this on their application form and state at the time of the recording, photographing or video shooting the wish not to participate.

#### 20. Prices

All prices stated on the Price List are valid from 01/01/13 to 31/12/13. IELTS reserve the right to unilaterally change prices as a result of governmental regulations, tax increases, exchange rate variations or other events.

#### 21. School Closures

National holidays and school closure dates may vary according to location and are detailed in the Price List. No reductions are made to prices in respect of closures on such dates. Lessons will not be made up except where Private Tuition has been booked.

#### 22. School Rules

School rules and regulations are provided at Course inductions by IELTS, in literature provided to you and/or on Supplier School notice boards. You must comply with such rules and regulations.

#### 23. Travel & Transfers

Course fees do not include flights or other transport to IELTS, except where specified. You must make your own travel arrangements. IELTS will be pleased to provide information to help you with your arrangements. IELTS will offer transfers from your airport of arrival to your accommodation ("Transfers") subject to the payment of an additional charge. You must indicate whether you wish to reserve a Transfer on your Application Form and provide IELTS with full details of your flight and arrival time at least 7 days before your Start Date (failure to do so or any extra costs incurred by IELTS as a result of incorrect, delayed or inadequate information provided by you or your delayed arrival at the relevant airport may result in your incurring further charges).

#### 24. Visas

Depending upon the location of IELTS, you may require a visa to study in such location. IELTS will assist you in connection with your initial application for a visa but in all other respects it is your responsibility to apply for and obtain a visa where necessary.