

Application Process and Terms and Conditions

Last modified March 2018

Application Process

1. Where you enrol at MLS via an MLS Educational Tour Operator (ETO) your agreement for the purchase of services is direct with that ETO and your ETO will arrange a separate agreement for the purchase of your course at MLS, using the MLS enrolment form or other agreed form for the purposes of enrolment.
2. Where you enrol directly with MLS, the enrolment form and terms and conditions attached forms the basis of contract. MLS may require direct applicants to enrol via an ETO in which case you will form a direct agreement with the ETO as in 1 above.
3. **Application**
Please complete the enrolment form and submit to MLS Admissions with the deposit fee and, if applicable, the courier fee. A minimum deposit of £500.00 is required for all courses. Students who require Visa letters will be required to pay additional deposit charges as confirmed by MLS from time to time. Students over 18 must tick the box on the enrolment form to signify that they have read and accept these terms and conditions. The parents of students under 18 must read and also sign the enrolment form on their behalf and submit a scanned copy of the signed enrolment form to MLS. An additional parental consent form must be completed for students under the age of 18 and this will be sent to you on application. Your privacy is important to us. Please note that by submitting your personal data to us, you are accepting the terms described in our privacy policy, which can be found on the MLS website.
4. **Payment deadline**
All course fees must be paid in full no later than 21 days before the course starts. If a booking is made less than 21 days before the course starts, the fees are immediately payable. If payment in full has not been received, you will not be allowed to start your course.
5. **Visa information**
It is the responsibility of the student to arrange all applicable travel permits or visas and to have a valid passport. The student may be asked to make payment in full prior to the issuing of any of the visa documentation referred to below:
If your application is successful and subject to you meeting the requirements of the College for the release of Visa letters, we will provide you with a Short-term Study Visa Letter. See the following website for further details: www.gov.uk/government/organisations/uk-visas-and-immigration. Further financial and academic evidences may be required.
6. **Courier Charges**
Where original copies of documents are required and if you enrol on a course less than 21 days before the course start date, a courier charge will be made to cover the expedition of visa documentation – see fees sheet for details. If you enrol more than 21 days before the course start date, original documentation where requested, will be sent by normal postal service, unless you request and pay for the courier service.
7. **Travel and Medical Insurance**
Travel and medical insurance is compulsory at MLS for the duration of your stay regardless of your course length or course/visa type. MLS can recommend a travel and medical insurance plan. Details of what this covers are available from MLS on request. You may be required to show proof of medical insurance at the college when you arrive. You will not be allowed to commence a course until you have obtained satisfactory medical insurance.

8. Health declaration
Students must report on their application any mental or physical illness, allergy, disability or condition that may interfere with their ability to successfully complete their programme, that may impact the health and well-being of any other student, host or staff member, that may require monitoring, treatment or emergency intervention of any kind during the student's anticipated period of enrolment, or that may require special accommodations. MLS reserves the right to reject an applicant or terminate a student's enrolment in the programme if the student's continued participation represents a risk to their health and safety or to the health and safety of other students or staff, or if, notwithstanding reasonable accommodation/s, in the opinion of MLS, the student's physical or mental condition makes the student unable or unlikely to successfully complete their programme. Refunds in such circumstances are at the discretion of MLS.
9. Tuition fees
Tuition fees include lessons, induction, use of IT and internet facilities placement and progress testing and an MLS certificate on successful completion of the course. MLS reserves the right to withhold the granting of a certificate attained by a student if tuition fees or any other fees remain outstanding and if attendance is not in accordance with MLS and/or UKVI Policy.
10. Additional services
Any additional services (accommodation, transfers, travel, laundry, telephone costs, excursions, medical costs, special diet, exam fees, change of accommodation and enrolment amendments) are not included in any fees unless specifically stated on a valid invoice.
11. Under 18 year olds
MLS delivers adult courses (except for programmes advertised as being for juniors). Therefore, students aged 16 and 17 are advised that they will be attending classes with students aged 18 and over. Under 18 year olds may be required to pay a guardian fee, provide custodianship documents, live in MLS approved accommodation, book MLS's airport transfer service and purchase MLS approved medical insurance. All students under 18 must provide a signed Parental Consent Form (provided by MLS) prior to arrival. The British Government require all students under 18 to submit a Waiver form and an Authorisation of Emergency Medical Treatment form which will be provided at the time of booking.

Terms and Conditions of enrolment including through online application

Rules and regulations: Students' arrangements with MLS are governed by English law.

1. Students are required to accept and follow the rules and regulations of MLS as detailed in the student handbook from time to time.
2. Arrivals and departures
All accommodation is booked from the Sunday before the course start date until the Saturday after the course end date, unless otherwise advised. A partial week may be counted as 1 week's accommodation. Students arriving between 22:30 – 06:00 may be asked to book alternative accommodation in a hotel on their first night due to late/early arrival at their designated accommodation.
3. Late arrivals, holidays and absences
If you begin your enrolment late or are absent during your course, no refund will be made for the time missed. Periods of absence cannot be made up with a free extension of the course. Holiday dates are pre-built into the Academic programmes and students cannot make changes

to these dates. Breaks taken at other times will be marked as periods of absence. For other courses, granting of any breaks after the course has started will be at the discretion of MLS and may incur a fee or be marked as a period of absence.

4. Classes missed

No refunds or substitutions will be made for classes missed due to exams, excursions, first day induction or other obligations that fall outside the normal schedule.

5. Public holidays

Classes are normally not held and school facilities are closed on public holidays. All published course start dates fall on a Monday. If the Monday is a public holiday, the start date will fall on a Tuesday. Compensation will not be made for classes not offered on public holidays.

6. Course Changes

A minimum of 1 weeks' notice is required for any course change. An application or change of course form must be completed and signed (available from reception). MLS is not obliged to fulfil any such request. All course changes are subject to MLS discretion, availability of space and require approval of the Director of Studies. Standard fees will be charged for course changes. It is the responsibility of the student to pay for any course or accommodation extensions. Any change of tuition resulting in a reduction in lessons will be treated as a termination of the existing booking and rebooking, and will thus be subject to the standard terms & conditions governing terminations (see "Termination Policy"). Any request for a course change is subject to any restriction or limitation of your visa conditions.

7. Duration of lessons

All lessons are 45 minutes in duration unless otherwise stated. Courses run from Monday to Friday and lessons may be scheduled between 8.30am and 5.30pm.

8. Substitution policy

If, after the placement test taken on arrival at MLS, a student is found to be at a level which is not appropriate for their booked course, the school reserves the right to place the student in an appropriate level class, which may have fewer lessons and a different curriculum. Students who do not have the ability to follow any course on offer may be required to terminate their studies with MLS. We also reserve the right to cancel courses at short notice due to insufficient demand.

9. Programme changes

MLS has the right to change course dates, course curricula, tutors and programmes at any time at its discretion. However, in cases where the course is rescheduled prior to the start of the first course and the new date is unacceptable to the student, all fees will be refunded.

10. Prices

MLS reserves the right to increase its course fees and/or charges in the event of tax increases, governmental actions or other events beyond the control of MLS. Prices are amended annually and our current fees sheet will be available on request or on our website.

11. Books and learning materials

All books and learning materials required for the course will be made available to students during their course. For all General English courses this is included in the enrolment fee and shown on the invoice. Specialised courses may require the purchase of further books and resources and the charge in this respect will be shown on the invoice and is included in the book fee.

12. Homestay Accommodation

MLS selects homestays according to its homestay selection procedure from time to time and this is designed to meet the minimum requirements of the Accreditation UK quality scheme. MLS acts as an agent for homestays and may manage payments on request, and always for the first 2 weeks of booking in order to confirm booking. Homestays agree a direct service with students in line with MLS' policies and procedures. Students are required to comply with the code of conduct for staying in homestays as outlined in the student handbook from time to time.

13. Student Residences deposit

For those students who require a student residence external to MLS this will be booked by MLS subject to completion of the appropriate booking form (supplied on request) and subject also to receipt of a refundable deposit of up to GBP200.00. The deposit will be returned unless there is damage, loss or extra cleaning caused by the actions of the student. Any such charges must be paid for prior to departure or will be deducted from the deposit. In some cases where the booking is cancelled the deposit may be non-refundable. Students are required to sign a contract with the residence and MLS is an exclusive party in any such contract. Please note that no residence booking will be confirmed without receipt at MLS of the appropriate deposit.

14. Expulsion/Suspension

Any student who commits a criminal offence, violates the student conduct code or school policies, has, in the opinion of MLS a poor attendance record (whether or not such attendance is in breach of any visa attendance requirements) or fails to pay an amount he or she is directly or indirectly liable to pay MLS in order to undertake the course, may be expelled or suspended. No refund will be given and the immigration authorities will be informed.

15. Liability

The liability of MLS, its directors, officers, employees, and agents with respect to losses arising from negligence (except where such liability cannot be excluded as a matter of law), breach of contract or otherwise will be limited in all circumstances to the full amount paid to MLS or the relevant MLS Agent by the relevant student for the particular programme. MLS and its Agents will in no circumstances have any liability for indirect or consequential losses or damages.

16. Force majeure

MLS will not be liable in cases where MLS is unable to fulfil any services to which they are contractually bound because of fire, natural disaster, act of government, failure of suppliers or subcontractors, labour disputes or other reasons which are beyond its control.

17. Student Visa

Student visa holders are required to provide MLS with a current residential address and telephone number at all times, maintain satisfactory academic progress and attendance. MLS typically expects a minimum of 80% attendance on a course. If ten expected contacts are missed the student will be outside the terms of their visa and will be reported to UK Visas and Immigration. Students who fail to show up for their enrolment or with less than the required attendance or who miss ten consecutive days will be reported to UK Visas and Immigration. Information collected by MLS which personally identifies a student and information regarding a student's course progress may be shared with the British Government. This information may include personal and contact details, course enrolment details and changes, and circumstances of any suspected breach by the student of any visa condition.

18. Photographic and video policy

MLS reserves the right to take photos and videos of students studying at the College and to use

these in marketing material. Acceptance of a place at MLS includes acceptance of this policy unless you specifically write to us to request otherwise.

19. Student feedback

MLS reserves the right to select student feedback quotes for marketing or other business purposes. Acceptance of a place at MLS includes acceptance of this policy unless you specifically write to us to request otherwise.

20. Data Protection

MLS maintains information in accordance with the requirements of Data Protection Legislation and our full entry is registered with the Information Commissioner's Office. We may use your data for appropriate processing for the needs of your educational course at MLS. This may include passage to related third parties including the UK Immigration Authorities, Examination Boards and Accreditation Bodies. Your enrolment at MLS is subject to your agreement for MLS to share your information for appropriate educational and immigration requirements. Our full Data protection Policy is available via the Current Student Handbook, available on request.

21. REFUND POLICY

Subject as mentioned hereafter and only where agreed by MLS refunds will be made by MLS to whom the fees were originally paid, or to the student's bank account in the same country in which the fees were originally paid. All refunds will be made within 21 days of written notification by MLS. In the event of MLS cancelling or terminating a course, a full refund of all unused fees will be made.

22. COURSE CANCELLATION/POSTPONEMENT POLICY

"Cancellation" means cancelling a course before the start date of the first course you are attending.

In all cases where a visa or visa support documentation has been issued, the relevant immigration authorities will be informed.

23. For students who have been issued a Short-term Study Visa letter:

If less than 30 days' notice is provided

No refund of fees will be made unless a verified Visa rejection notice is provided, in which case all fees minus an administration charge of £90.00, and other administration or postal charges will be made.

If more than 30 days' notice is provided

Fees will be refunded minus a £500.00 cancellation charge, unless a Visa has already been granted, in which case no refund of fees will be granted.

24. For students not requiring a Visa letter

If less than 7 days' notice is provided

Fees will be refunded minus a £500.00 cancellation charge.

If more than 7 days' notice is provided

Fees will be refunded minus a £90.00 cancellation charge and other administration or postal charges.

25. HOMESTAY ACCOMMODATION CANCELLATION POLICY

For cancellations received less than 7 days prior to accommodation start

Fees will be refunded minus a one-week notice period charge.

For cancellations received more than 7 days prior to accommodation start

All fees paid will be refunded.

26. NON-HOMESTAY ACCOMMODATION

CANCELLATION POLICY

Refunds will only be made subject to the terms and conditions of the third party provider.

27. ONLINE BOOKING CANCELLATION POLICY

Students booking courses directly with MLS via the online booking form will be granted the right to cancel the course within 7 days of receiving a conditional offer. This is to ensure applicants have time to review the course offer prior to committing to any visa application or making any formal payment commitment. This only applies when applicants have not received face to face advice from one of MLS' representatives. Once a Visa Letter is issued, point 23 above will apply.

28. TERMINATION POLICY

"Termination" means stopping or leaving all or part of the course or courses booked, including extensions, once the first course has started. When determining the number of weeks completed, a partial week will be counted as a whole week, from the date notice of termination is provided by the student. Any notice to terminate must be provided in writing to the admissions office. No refunds will be made for tuition other than at the Directors' discretion. Tuition fees are non-transferable to other students. Accommodation charges and other charges made for non-tuition services not used will be refundable. Accommodation refunds will require one week's notice or payment in lieu. Other non-tuition services such as transfers will be refunded in full only where it is contractually possible to do so and the requisite notice periods in each case are provided. In the event of any refund, used weeks of discounted tuition and accommodation packages will be charged at the full brochure weekly rate when any refund is calculated. Any refunds paid will be subject to deduction of any bank or administration charges incurred. Students who terminate their programme may not be eligible to receive an MLS certificate.