TERMS & CONDITIONS



1. ENQUIRIES AND ENROLMENTS

Enquiries can be made directly with the Centre on bookings@elamalta.com or via our international education agents. We will reply to enquiries that provide all required information and details within 1 working day. Quotes issued, services requested and the corresponding prices, are valid for one week from the date of issue. The booking is only confirmed once an enrolment form is received with ALL information requested.

Once an enrolment form is received, a Booking Confirmation with the total amount due for the booking will be issued. Booking is only secured once a 25% deposit is received. The remaining balance must be settled in full 4 weeks before the start of the service. Failure to settle in full will result in the automatic cancellation of the booking, no student will be allowed to start their course with the Centre until full payment has been received. In the case of late bookings, full payment must be made as soon as the booking is confirmed by the Centre. It is important that students with any medical condition, learning disability, or special needs and/or conditions must advise the Centre on registration providing as much information as possible to ensure the maximum safety and comfort possible.

2. PAYMENTS

All payments must be made in Euro (\in) by bank transfer or debit/credit card.

- HSBC Bank Malta p.l.c., Commercial Branch, 80 Mill Street, Qormi, Malta QRM3101,
- <u>IBAN</u>:
- MT76MMEB44439000000043020106001
- Swift Code: MMEBMTMT

All invoices issued exclude bank charges which are to be paid by the client. Payees should clearly state full **Name and Surname & Reference Number** of the student when making payments.

3. CANCELLATIONS & POSTPONEMENTS

<u>In the event that a booking is cancelled prior to arrival the following charges will apply:</u>

More than 28 days of expected arrival: **25%** of the total value of the booking as a cancellation fee.

28 to 14 days of expected arrival: **50%** of the total value of the booking as a cancellation fee.

Less than 14 days of expected arrival: **100 %** (full price) will be charged.

When a booking is cancelled due to a student visa not being issued by the relevant authorities, a full refund is made (provided the booking is cancelled more than 14 days of expected arrival) upon receipt of the visa rejection letter. A &100.00 Cancellation Fee and the &50.00 visa processing fee are due to the Centre. No refunds on any course or accommodation will be provided if a student's study visa is cancelled due to the student's absenteeism from school or any other student-related issue.

Students can postpone their booking free of charge if the Centre is notified more than 28 days of expected arrival. If a student postpones less than 28 days of expected arrival, then the Cancellation Fees listed above shall apply. All postponement requests are subject to availability of services and any changes made to a confirmed booking will incur a cost of €50 administration fee. No more than 3 postponements per booking are accepted.

4. CHANGES TO BOOKING

The Centre reserves the right to change any part of a student's booking due to circumstances beyond the Centre's control. Changes may include (but are not limited to) moving classrooms, changing teachers, changing course type, changing from face-to-face to online lessons, and accommodation changes. In such cases, no refunds will be given.

5. TRAVEL & HEALTH INSURANCE

Students must have adequate travel and health insurance to cover the period of time they will be in Malta. The insurance policy should include coverage for cancellations, loss and theft of baggage and personal belongings, medical or psychological conditions, emergency evacuation, and any other eventuality that may occur. The Centre shall not be held liable for any costs incurred as a result of the student having no or insufficient insurance cover.

The Centre offers **guard.me insurance** for students, on request. This includes cancellation coverage, as well as local health care and medical assistance. We highly recommend including this in your booking. If a student becomes ill and requires medical assistance, the Centre will provide all assistance possible and refer the student to a qualified doctor at a local pharmacy. All medical expenses incurred will need to be covered by the student.

Students must report at enrolment stage any psychological or physical illness, allergy, disability, or condition that hinder their ability to successfully complete their study programme; that may affect the health and well-being of any other student, homestay member, or staff member; that may require monitoring, treatment, or emergency assistance of any kind; or that may require special accommodations and/or medication.

6. VISAS

Responsibility for study visas lies with the students when preparing to travel. Be sure to apply for the necessary travel documents in a timely manner to avoid complications. The Centre will provide all necessary documents for students to apply for their visa once full payment has been received. The Centre must be advised immediately if a visa application is rejected. As visa and immigration regulations are constantly updated and modified, we strongly advise students to check the current rules and regulations with their local embassy.

The latest requirements in Malta can also be viewed at Identity Malta.

A visa Processing Fee of €50.00 applies for every visa application or extension. All expenses related to provision of visa processing will be incurred by the student.

7. LESSON REDUCTION

If a group course has only two students in a class in any particular day, lessons in that class will be reduced by 50%. As soon as additional students join the course, normal lesson times will apply.

8. STUDENT ATTENDANCE & PUNCTUALITY

Students are expected to attend lessons and be on time. Students are not allowed into their classroom if they are more than 15 minutes late. They will only be allowed to join the class following the next break. This is to minimize disruption to other students and the teacher. We do not compensate for lessons missed due to late arrivals.

Students must attend a minimum of 80% of their lessons to qualify for a Certificate of Attendance. Students that are absent from their lessons without prior authorisation or a valid reason will not be awarded a Centre Certificate. Students that are regularly absent from their lessons could be expelled from their course. Students that cannot attend their lessons due to illness must submit a doctor's note or a medical certificate to the Centre by email on the first day of their illness and bring the original on their first day back at school.

All absences of students on a study visa will be immediately reported to the immigration authorities. The study visa could be revoked and lead to the expulsion of the student from their course and accommodation. No refunds will be given if a student's study visa is cancelled due to lack of attendance as required by Maltese law.

9. HOLIDAY BREAKS

Long stay students are entitled to a Holiday Break whilst studying at the Centre for longer than 8 weeks.

- Students on courses from 8 to 23 weeks can apply for 2 weeks Holiday Break.
- Students on courses of 24 weeks and over can apply for 4 weeks Holiday Break.

Students must notify the Centre at least 2 weeks before they take a Holiday Break and obtain authorisation from the Director of Studies. Students that do not notify the Centre will be marked as absent and will be reported to immigration authorities if they are on a study visa. Students on a study visa must ensure that their visa start and end dates are correct to include any Holiday Breaks. Holiday Breaks cannot be taken at the end of a course.

The Centre will extend the student's tuition course (if requested) free of charge. The Centre will **NOT** extend the student's accommodation free of charge. Students wishing to extend their accommodation will have to pay the brochure

price. The Centre can only extend the accommodation subject to availability.

The Centre does not guarantee that any students returning from their holiday break will have the same class, teacher, or accommodation.

8. AIRPORT TRANSFERS

Students booking return airport transfers must provide arrival and departure flight details (including flight numbers and flight times) at least 7 days prior to their arrival in Malta. The Centre will not be held responsible and no refunds will be given for missed airport transfers if details are not sent in time. The Centre must be advised immediately if there are any changes to flights. Our airport transfer drivers will wait for a maximum of one hour from the time of landing

STUDENTS THAT BOOK APARTMENT OR HOMESTAY ACCOMMODATION MUST ALSO **BOOK RETURN AIRPORT TAXI TRANSFERS.**

9. CENTRE POLICY & RULES - STUDENT **CONDUCT & BEHAVIOUR**

The Centre is an educational institution and expects its students to maintain decent and reasonable standards of behaviour at school and in the accommodation. All students are bound to abide by the policies and rules of the Centre and by the laws governing Malta. Students that regularly fail to observe Centre policies, guidelines, rules and regulations will be subject to any disciplinary action that the Centre feels is appropriate. The Centre reserves the right to fine students in such cases. Students that continue to break Centre policies and rules could be expelled from the Centre with no refund.

10. COMPLAINT PROCEDURE

Any complaints should be submitted in writing immediately to bookings@elamalta.com. The Centre will do all it can to resolve any issue to the student's satisfaction within 48 hours of receiving the complaint. Complaints that have not been submitted in writing to the Centre during the student's stay will not be dealt with once the course has ended and the student has returned home.

11. LOSS OF PROPERTY

The Centre will not be held responsible for loss or theft of any student's property from the Centre or accommodation or any other location. Student's property is always the sole responsibility of the student.

12. FORCE MAJEURE

The Centre cannot be held responsible for any failure to deliver its services due to unforeseen circumstances beyond its control brought about by force majeure. Nor shall the Centre be held responsible for any costs incurred by or on behalf of the student, as a result of any such

Force majeure causes shall include, but are not limited to:

- Fire, flood, earthquake, extreme weather, pandemic, public health emergency, natural or man-made disaster.
- War, threat of war, act of terrorism, sabotage, riot, civil disorder, rebellion or revolution.
- Industrial action, labour dispute, failure of suppliers or subcontractors.
- Act of any local or foreign Government Entity or Authority with respect to any of the forementioned.
- · Any event or occurrence which is beyond the Centre's reasonable control.

13. PHOTOGRAPHY & FILMING

The Centre occasionally takes photographs and makes videos for use in promotional material and campaigns. At registration on their first day, students are asked to sign a photographic consent form in line with GDPR (EU) regulations. It is therefore assumed that pictures taken during lessons or activities or any pictures given to the Centre or its staff can be used in the Centre's promotional material. Students that do not wish to be photographed or filmed must advise the Centre immediately.

14. DATA PROTECTION

In order to provide its services to students and uphold its obligations to said students, the Centre must process and store students' personal information. Such information may include the following: Name and Surname; Date of Birth; Nationality; Mailing Address; Mobile Number: Email Address; Medical Conditions (if

Any information or personal data passed on by students to the Centre may be stored in an online or offline format and will be made use of in accordance with the relevant data protection laws, particularly the General Data Protection Regulation (EU). The Centre may disclose appropriate personal data to relevant Centre staff and third parties where there is a legitimate need or obligation to do so. Such personal information will only be disclosed by the Centre in a manner which complies with national privacy and data protection laws, keeping the security of the personal data of students in mind at all times. The Centre shall not share sensitive or personal information about students with any third party, including parents, legal guardians, caregivers, next of kin, or relevant government agencies without the student's prior consent, unless there are

reasonable grounds to believe the health, safety and/or welfare of the student and/or others is at risk, and where the Centre is bound by a legal obligation to do so. A student can request to view, erase and access all the personal information that the Centre holds on said student, at any time, by contacting the Centre's Data Protection Officer/Representative on info@elamalta.com.

16. AGREEMENT & JURISDICTION

These Terms & Conditions apply to any agreement entered into between the Centre and any agent or student and are governed by the laws of Malta. By entering into such an agreement, all parties agree that, should a dispute arise, they will submit to the jurisdiction of the Maltese courts.

This Berlitz Centre is independently owned and operated by English Language Academy Limited

15. PUBLIC HOLIDAYS 2024

The Centre is closed on all Maltese national public holidays in 2024. Lessons that fall on the day of the public holiday will not be replaced, and no discount is provided.

Centre is closed 23rd December 2024 - 3rd January 2025 (both days inclusive)

Monday, 1st January New Year's Day Saturday, 10th February Feast of Saint Paul's Shipwreck

Tuesday, 19th March Feast of Saint Joseph Friday, 29th March Good Friday Sunday, 31st March Freedom Day

Wednesday, 1st May Labour/Workers Day Friday, 7th June 'Sette Giugno' Saturday, 29th June Feast of Saint Peter & Saint Paul

The Assumption of Our Lady Sunday, 8th September Victory Day Saturday, 21st September Independence Day Sunday, 8th December The Immaculate Conception

Thursday, 15th August

Friday, 13th December Republic Day Wednesday, 25th December Christmas Day

Berlitz | English Language Academy, 151, Triq Edgar Bernard, Gzira, GZR 1707. MALTA Centre Licence Number: 125 - Company Registration Number: C51609 - VAT Number: MT2019 0309













