

Student name:

Passport number:

Date of Birth: / /

We are responsible for you as a Student. Your daily attendance in class is vital for your progress and for your visa. Malvern House is your visa sponsor; that means we are responsible for holding all your contact details in the UK and abroad, holding copies of your passport and visa and reporting to the UKBA if you fail to attend regularly. As your entitlement to be in the UK is based on a Tier 4 visa, there are rules which you and the school must adhere to. It is important that you read and understand the following information:

All Tier 4 visa Students must comply with the following:

- Have the funds to maintain yourself in the UK without working
- Attend Class regularly\*
- Inform us immediately if your contact details change\*\*
- Tell us immediately of any reason (e.g. health, emergencies) why you cannot attend class
- Tell us immediately if you are booking a holiday or returning to your country
- Tell us immediately of any change to your passport and/or visa
- Tell us immediately if you are returning home or extending your visa at the end of your course

\*If you are absent from school, you must inform us as soon as possible. In accordance with UK Border Agency (UKBA) guidelines, students who miss 10 classes without informing the College of the reason for their absence (and obtaining approval) will be reported to the UKBA. In addition, Malvern House will also take the appropriate action in accordance with the student attendance policy where the student's attendance falls below 85%. Please note that the UK Border Agency treats any unauthorised absence from school as a failure to comply with the requirements of your Tier 4 visa. This is likely to affect your visa status; you might be removed from the UK and refused entry in the future.

\*\*One of your obligations is to provide accurate and full contact details (address, telephone number and email address) to the school and to inform us immediately if there are any changes in these details. In addition, in order to our obligation to you and to the UK Border Agency, it is necessary for us to check and hold a copy of your passport and visa.

I understand that I must provide and update full contact details to the school and inform Malvern House of any absence. I also understand that I must attend all my classes and that Malvern House is obliged to inform the UK Border Agency of any unauthorised absence, which may result in the withdrawal of my sponsorship.

In addition I confirm the following:

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| 1. I have the funds to support my studies in the UK without working                                 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. I have no previous immigration or criminal history that will affect my visa application          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. It is my intention to attend all my classes and comply with the UK immigration authorities       | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. I have read the Malvern House terms and conditions* and agree to follow all Malvern House rules. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Student Signature:

Date: / /

**TERMS & CONDITIONS – 2013/2014**

These terms and conditions will become binding on the student and the school when the student enrolls on a course.

**1. Visa**

1.1 The student is responsible for complying in full with any requirements of the British Immigration Authorities before the commencement of the course and throughout the duration of the course.

1.2 The student must ensure that he or she enrolls in sufficient time to ensure that a visa can be obtained and that all requirements of the British Immigration Authorities are met.

1.3 The student must allow the school to inspect and copy the student's passport and any other documents relating to the student's visa.

1.4 The school reserves the right not to enrol any student if it believes that his/her intentions do not comply with the British Immigration Authorities' rules and regulations.

1.5 Although Malvern House will provide assistance on the visa process, the school cannot be held responsible for unsuccessful applications or any visa regulation changes which occur after the booking has been confirmed in compliance with visa regulations at the time of booking.

1.6 Student must keep the school informed of the progress of his/her visa application.

**2. Payment**

2.1 Payments of all fees included in the invoices may be made by bank transfer or credit card and must be received in full 28 days prior to the course start date. Bank details are provided on the invoice. Payment must include all bank transfer charges (including intermediary bank charges).

2.2 The tuition fees entitle the student to receive academic instruction in relation to the chosen course but do not cover the cost of other materials and services that the student may require, including, but not limited to, text books, examination fees, bank charges, insurances, social activities and travel expenses. The student is required to purchase such of these materials and services as are required for the completion of the course.

**3. Student records**

3.1 The student will be required to provide the school with such personal information as the school reasonably requires and the student will ensure that such personal information is updated in the event of any changes.

3.2 The student permits the school to store records of the student's personal information and to disclose this information to others as required by law.

**4. Administration of courses**

4.1 Failure to start the course on its commencement date or to complete the course without providing an acceptable explanation to the school will result in the expulsion of the student from the course without a refund or transfer to another course.

4.2 If a student wishes to change the time or date of classes, appropriate requests must be made to the reception staff on or before Thursday for the transfer to be effective from the following Monday. All changes are subject to availability and at the school's discretion and an administration fee might apply.

4.3 The duration of the course or the time allotted to complete the course will not be extended by unauthorised absences, uncertified illnesses or the payment of the tuition fees. Any additional fee payments made will be treated as payments towards tuition fees for a new course.

4.4 The school will use its reasonable endeavours to accommodate the student in relation to the location and timing of classes but reserves the right to change campuses, teachers, times and rooms and to combine classes for different courses at its discretion.

4.5 Students wishing to take a course which has a minimum level of English as a pre-requisite to entry must achieve the required level prior to admission to this course. If the student's current level of English is insufficient for their chosen course at the time of application, the student is advised to book the relevant course (or courses) needed to bring their English up to the required level.

4.6 Should the student wish to transfer to another course, this will be at the school's discretion and subject to payment of the difference of tuition fees and the granting of permission by the British Immigration Authorities if applicable.

4.7 All students are required to take a test prior to commencement of their course to determine the appropriate level of study.

4.8 Students may be entitled to take holidays depending on the administration of their chosen course. Please see the information provided in connection with the relevant course.

4.9 Students may choose to use some of their holiday allowance during periods when the school closes for public holidays and there will be no reduction in tuition fees when this occurs (or school training days).

**5. Attendance**

5.1 Students are obliged to attend all classes and to observe the timetables set in relation to their course and the school will not be responsible if the student misses any classes. The school will only issue documents indicating completion of the course if attendance and performance have been satisfactory in the school's opinion.

5.2. If the student has ongoing low attendance and is studying on a visa, the British Immigration Authorities will be informed.

5.3 Students must arrive at classes before the published start time and return promptly after any break. If a student arrives more than 15 minutes late to a class then the student will be excluded from class and no refund of tuition fees paid will be made as a result. If a student is persistently late to classes, the student may be excluded from the course and no refund of tuition fees will be made as a result.

**6. Conduct and discipline**

6.1 The school has the right to expel the student from the course for unacceptable behaviour, poor performance or lack of attendance.

6.2 In the event of expulsion, the school reserves the right to withhold completion letters, certificates or any such documents.

6.3 For the avoidance of doubt, the school views unacceptable behaviour as including, but not limited to, causing damage to property, causing disturbance or nuisance, abusive or disrespectful conduct, failing to observe fire and safety rules and smoking other than in authorised areas and selling or consuming alcohol or illegal drugs on school premises.

6.4 If the student causes damage to school property, the student must pay the full cost of repairing or replacing such property.

6.5 Students are prohibited from using the school's computers for unauthorised purposes including, but not limited to, accessing pornographic material or commercial activities.

**7. Refunds**

Any refunds due will be paid (by bank transfer or credit card) within 4 weeks to the person or organisation that originally paid the fees following our cancellation policies as stated in this document and no refund will be paid in the following circumstances:

1. If fraudulent documents were submitted on visa application

2. Once the course has commenced

3. If the student withdraws the visa application

4. If the student is expelled from the school or by the Immigration Authorities due to

- Poor attendance or unacceptable behaviour

- The visa is granted and the student decides not to study at the school

- If the student is dissatisfied with the allocated level of study

- If the student gives less than 1 week's notice of cancellation

- The registration fee, accommodation booking fees, courier fee and bank/credit card

charges are non-refundable

- If student fails to provide accurate details for accommodation and airport transfer arrangements

**8. Cancellations**

The student shall be entitled to cancel the course at any time before the course start date and the amount refunded will vary according to how much notice of cancellation in advance of the start date the student has given:

8.1 If the student gives 7 or more weeks' notice of cancellation, the student will be refunded 80% of the tuition fees paid.

8.2 If the student gives 5-6 weeks' notice of cancellation, the student will be refunded 65% of the tuition fees paid.

8.3 If the student gives 3-4 weeks' notice of cancellation, the student will be refunded 50% of the tuition fees paid.

8.4 If the student gives 2 weeks' notice of cancellation, the student will be refunded 20% of the tuition fees paid.

8.5 If the student gives 1 week's notice of cancellation, the student will be refunded 10% of the tuition fees paid.

8.6 If the student gives less than 1 week's notice of cancellation, the student will not be entitled to receive any refund.

**9. Accommodation**

9.1 The school will use its reasonable endeavours to provide the student with homestay or residence accommodation at the student's preference but the student's first choice of accommodation may not always be available. The cost of accommodation is set by the school and may be revised from time to time.

9.2 When booking accommodation, the student must:

9.2.1 Book accommodation for a minimum of two weeks.

9.2.2 Pay the accommodation booking fee.

9.2.3 Ensure that arrival and departure dates are given to the school.

9.3 In relation to accommodation, the student acknowledges that:

9.3.1 Arrival and departure dates may only be changed by special arrangement and those changes may be subject to a surcharge.

9.3.2 Arrivals for residence must be at weekends only unless stated otherwise.

9.3.3 Once the student has been admitted into the UK, no refund of accommodation fees paid will be possible and any request to change accommodation after arrival will be dealt with at the school's discretion and subject to availability.

9.3.4 A Christmas accommodation surcharge of £25 is payable for any stay within the Christmas season.

9.4 If the student wishes to cancel any booked accommodation, then the following cancellation fees will apply:

9.4.1 If the student gives notice of cancellation more than 14 days before scheduled arrival, the accommodation booking fee, is payable.

9.4.2 If the student gives notice of cancellation 8-14 days before scheduled arrival, 1 week's accommodation fees and the accommodation booking fee are payable.

9.4.3 If the student gives notice of cancellation 0-7 days before scheduled arrival or fails to arrive, 2 weeks' accommodation fees and the accommodation booking fee are payable.

9.4.4 Once the student has moved into a homestay, the student cannot cancel that homestay for at least 4 weeks from the date of moving in. After that, homestay accommodation can be cancelled with 7 days' notice.

9.4.5 In relation to residence accommodation, individual providers' terms and conditions may apply. Please see the school's website for details.

9.4.6 The school has the right, where reasonable to remove the student from the accommodation for unacceptable behaviour. For the avoidance of doubt, the school views unacceptable behaviour as including, but not limited to, causing damage to property, causing disturbance or nuisance, abusive or disrespectful conduct, failing to observe house rules.

**10. Airport collections**

10.1 The fee charged to the student for collection from the airport will include waiting time of 2 hours from the time of arrival that the student has specified to the school. Any additional waiting time will be charged at the rate of £15 for every thirty minutes.

10.2 No refund will be given if notice of cancellation of an airport transfer is given less than 7 days or if the details provided to the school are incorrect.

**11. Liability**

11.1 The school will not be held liable for loss, damage or injury to persons or property.

11.2 The school will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations in relation to the student's course or accommodation that is caused by events outside the school's reasonable control (Force Majeure Events).

11.3 The school's obligations in relation to the student's course or accommodation are suspended for the period that the Force Majeure Event continues, and the school will extend the time to perform these obligations for the duration of that period. The school will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which the school's obligations can be performed despite the Force Majeure Event.

**12. Consumer protection (distance selling) regulations (2006)**

12.1 Applications made online or over the phone may be cancelled within seven (7) days of the initial application (the cooling off period).

12.2 Where the student chooses to exercise this right to cancel (within the cooling off period), the school must be notified in writing. Cancellations made by phone will not be accepted. Students must preserve evidence of having given the cancellation notice (within the cooling off period). The deposit and any fees paid will be refunded in full, less an administrative charge of £65.

12.3 Students are liable for all bank charges and will be billed for such charges on their first day if necessary.

**13. General**

These terms and conditions shall be governed by English law and the school and the student agree to the non-exclusive jurisdiction of the English courts.

Student Signature:

Date: