

# Maltalingua Ltd. General Terms and Conditions (19.09.19)

## TERMS & CONDITIONS SEPTEMBER 2019

These terms and conditions govern the contractual relationship between Maltalingua Ltd. and each individual or group of people – referred to as ‘client’ or ‘student’ – who confirm a booking to make use of services provided by Maltalingua Ltd.

### 1. Booking

All bookings are made by completing our Booking Form via our website:

Adult Booking Form: <https://www.maltalingua.com/book/>

Junior Booking Form: <https://www.maltalingua.com/junior/booking/>

Group Bookings - Please email enquiries@maltalingua.com

On confirmation of booking (via Web, e-mail, fax, phone or mail) both Maltalingua Ltd. and the client/student bind themselves to these terms and conditions.

Individual Bookings (Adult & Junior)

### 2. Payment

Payments are to be made by international bank transfer and must include all bank charges. Bank details can be found on the invoice. When effecting the transfer, please quote the student’s name in full, together with the student ID number, as a reference and send a copy of the transfer payment to Maltalingua

In order to secure a booking, full payment or a 20% deposit must be paid within 7 days of receiving the pro-forma invoice.

Payments must be received in full no later than 1 month before arrival date. In the case of late bookings, payment must be made in full as soon as the booking is confirmed.

Maltalingua reserves the right to cancel any booking where payment has not been received as detailed above or to refuse any student who arrives and has not paid their fees in full prior to arrival.

For any other method of payment please contact Maltalingua directly.

### 3. Visa

Maltalingua will provide general visa assistance. However, it is the responsibility of the student to contact the relevant embassy or consulate for up to date information and the procedure they need to follow.

If a visa is required, all booking fees must be paid and received by Maltalingua in full before a Letter of Acceptance can be issued.

Maltalingua must be informed immediately if a visa application is rejected. In order to receive a full refund of the booking - minus an administration fee of €50 - a copy of the rejection letter must be received at Maltalingua no later than 7 days prior to arrival.

Should notification be received less than 7 days prior to arrival date, then a cancellation fee, equivalent to one week of the total booking, in addition to non-refundable charges (an administration fee of €50 and bank charges), will apply.

Any monetary refunds due will be refunded to the student in the same way in which the monies were received.

### 4. Booking Cancellation Charges and Refunds

Cancellations of individual bookings must be received in writing and are subject to the following fees:

#### 4.1 Before Arrival – Tuition and Accommodation

Number of days before arrival	% of total booking cost charged*
29 days or more	none
22 to 28 days	20%
15 to 21 days	35%
8 to 14 days	50%
3 to 7 days	65%

1 to 2 days

80%

\*this excludes any ECO tax

Total booking includes the total cost of the following (for hotels see below):

- Accommodation
- Tuition
- Visa Support
- Airport Transfers
- Any other additional services or material as specified in the invoice (excluding ECO Tax)

If Maltalingua is forced to cancel a programme, Maltalingua will either provide a suitable alternative or refund payment in full.

Any changes made to a booking, prior to arrival, once payment has been received, are subject to a €50 administration fee.

Where a student fails to arrive at the school, no refund will be made.

For hotels, hostels and other third-party accommodation providers, reservations must be cancelled 30 days prior to arrival to avoid cancellation fees which may amount to the full stay charge.

#### **4.2 After Arrival – Tuition and Accommodation**

Should a cancellation be made, after the earlier of the scheduled arrival date or commencement of the course, no refund of fees will be given. At the discretion of Maltalingua, bookings may be postponed to a later date in the year, however, cancellation and/or administration fees may apply.

No refunds are made for any lessons that the student fails to attend for any reason.

Where a student fails to arrive at their accommodation, no refund will be made.

Any monetary refunds due will not be given in Malta. Payment will be refunded to the student in the same way in which it was received. Students who wish to use some of this money to upgrade tuition can do so (subject to availability and an administration fee of €50) – the remaining balance will then be refunded to the student in the same way in which it was received.

#### **5. Group Bookings**

Maltalingua accepts group bookings (minimum 5 students) from agents, schools, colleges, and individuals.

All group bookings are subject to availability at the time of booking.

All enquiries, both online and direct must include the intended dates, number of students, course/programme and accommodation – if required. Once an enquiry is received, Maltalingua will prepare a personalised group quotation.

When the quotation has been accepted and availability confirmed, a deposit of 40% against the total group booking must be paid within 14 days to confirm the provisional booking.

Student details and payment

Details of all students and group leaders must be submitted no later than 10 weeks before arrival date. Once received a proforma invoice will be issued. Payment in full must be received no later than 8 weeks before arrival date.

Change in group numbers

**Prior** to booking but after the deposit has been paid:

Decrease in numbers – the pro-rata deposit is lost

Increase in numbers – a 40% deposit must be paid immediately against the increased numbers

**After** the booking has been received:

Increase in numbers - the full payment must be made for the additional student(s) within 7 days of the proforma being issued

Decrease in numbers – please see group cancellation terms below

#### **Cancellation**

##### **Before Arrival – Tuition and Accommodation**

Number of Days	% of Total Booking Cost Charged*
57 days or more	None
43 to 56 days	25%

29 to 42 days	40%
21 to 28 days	65%
14 to 20 days	80%
1 to 13 days	100%
No Show	100%

\*excludes eco-tax

### Late bookings

All bookings received within 8 weeks of arrival must pay the full balance due within 7 days of the proforma invoice being issued in order for the places to be guaranteed. Failure to make the full payment will result in the booking being cancelled. Please note that these terms and conditions supersede any previously agreed terms and conditions already in place.

### **All Bookings**

#### **6. Airport Transfers**

In order for Maltalingua to provide airport transfers, all flight details must be forwarded to us one week (7 days) before arrival date. Flight details should include:

- Point of Origin
- Flight Number
- Airline
- Flight Time
- Arrival Time

If this information is not provided in time or inaccurate information is provided, no refund will be given for airport transfers that do not take place.

Airport transfer fees include a maximum of 1 hour waiting time, from the time of landing. In the event of a delay exceeding 1 hour, Maltalingua reserves the right to charge students an additional rate of €10.00 per hour per person, pro-rata, on their first day at the school.

#### **6.1 Delayed and cancelled flights**

Should an arrival flight be delayed or cancelled, Maltalingua must be notified in advance by the student. Failure to do so may result in no taxi transfer being available on arrival. No refund of the Airport Transfer Fee will be made.

#### **6.2 Missed flights**

Should a student miss their arrival flight, Maltalingua must be notified immediately. Failure to do so will result in the student being charged an additional Airport Transfer fee on their first day at school. New flight details must be provided as soon as they are known.

### **7. English Only Policy**

In order to provide students with a complete immersion in the English Language, Maltalingua follows an 'English Only' policy. Students are encouraged to speak only English within the school, on any activity or excursion, and within their accommodation.

### **8. Student I.D. Cards**

All Students, both adult, and junior must have with them at all times their Maltalingua Student I.D card containing their photograph.

### **9. Course Information**

Lessons are held every day between Monday and Friday (excluding public holidays).

On their first day, all students take a Placement Test to find out their level of English. If a student does not have the minimum level of English required to follow a specific course, as determined by Maltalingua's Placement Test, we reserve the right to move the student to an appropriate course for their level.

All courses are run from Monday to Friday and are scheduled in the morning and/or afternoon. Maltalingua reserves the right to change the timetable structure.

During busy periods, Maltalingua reserve the right to use classrooms in alternative premises of a similar standard and to implement a double banking system whereby students will rotate on a weekly basis between morning and afternoon classes.

Private lessons are scheduled subject to classroom and teacher availability.

### **9.1 Reduction of Lessons**

If there are less than four students in a group class, lessons will be reduced per week as follows:

Group Course		1-3 Students in a class
10 lessons (45 minutes each)	to	7 lessons (45 minutes each)
20 lessons (45 minutes each)	to	15 lessons (45 minutes each)
30 lessons (45 minutes each)	to	20 lessons (45 minutes each)

### **9.2 Changing Course – After Arrival**

If a student wishes to shorten the duration of their course no monetary refund will be given – tuition may be upgraded subject to availability and Maltalingua's discretion.

Students wishing to transfer to a different course that is cheaper will receive no refund of the difference in price.

If a student wishes to upgrade their course, the full amount of the upgrade must be paid before the new lessons can be attended.

Any student who wishes to change from a group course to private lessons will receive no refund, for the unused lessons of the group course, and must pay the full price of the private lessons prior to them starting. Credit is not transferable to a third party.

## **10. Accommodation**

Students staying in Maltalingua's apartments must only use the room and bed allocated to them on arrival. Any student found to have changed bed or room without prior agreement by Maltalingua, will have to pay the price per night for the bed and an additional fee of €50 for the additional change in bed linen and cleaning required.

Students may not bring people back to their apartment and no one is allowed to sleep in the apartment who has not booked with Maltalingua.

Students must check out of their room by 10:00 am on the day of departure.

Students have access to their apartment on arrival. However, rooms may not be ready until 3:00 pm

### **10.1 Miscellaneous fees**

Locker key: €10 deposit – refunded on return of key

Lost key: €5 per replacement key

## **11. Complaints Procedure**

Students should speak to a member of staff, as soon as possible, if they are unhappy with any aspect of their course, accommodation or leisure activity, and where appropriate complete a complaints form. We will do our utmost to resolve any issues as quickly as possible. Should any matter remain unresolved, students or their representatives must write to the School Principal within one month of the student's departure.

Complaints will only be investigated if they are received within one month of the student's departure, were presented in writing before the student left (adults only) and if all invoices have been settled in full. Maltalingua will not accept any complaints received at the end or after a student's course if these conditions have not been met.

## **12. Holidays**

Students who take holidays cannot expect to return to the same class, teacher or accommodation. No credit is given for booked accommodation during holiday breaks. Students need to ensure that they have made suitable arrangements for their accommodation on return before their holiday begins. Any student requiring a visa, for study purposes must ensure that their visa is issued for the correct dates including any holiday breaks.

### **12.1 Public Holidays**

Maltalingua is closed on all public holidays. Where possible, lost teaching time will be made up within the same week. No refund will be made for lessons missed.

## **13. Leisure Activities**

Maltalingua offers a variety of activities and excursions all year round. We reserve the right to make changes to the activity and excursion programme due to weather conditions, attraction closures or any other reasons beyond our

control. It is the responsibility of each student to have adequate insurance before booking any activity or excursion in case of any eventuality.

## **14. General Conditions**

### **14.1 Insurance**

Students must have adequate health, accident and travel insurance to cover their stay in Malta. Maltalingua reserves the right to be fully reimbursed for any costs it incurs - this also includes any medical or related costs for any student who requires urgent medical attention in Malta, and the immediate repatriate, at the student's expense, of any student who suffers from a serious medical or psychological condition.

### **14.2 Loss of Property**

Maltalingua will not be held responsible for the loss or theft of any student's property from the school/annexe buildings, accommodation or any other location. Lockers are available for student use within Maltalingua's apartments. A student's property is their sole responsibility at all times. Maltalingua advises all students to take out a travel insurance policy which covers them for the duration of their stay in Malta.

### **14.3 Student Conduct**

Maltalingua expects all its students to be motivated, polite and considerate towards members of staff, host families and fellow students at all times. We reserve the right to expel/repatriate any person(s) who, in the opinion of Maltalingua, has behaved in an unacceptable manner. This includes, but is not limited to possession or consumption of any illegal drugs and/or alcohol, malicious damage to property, any behaviour that endangers or impairs the health, safety or comfort of other persons using the same services, breaking of local law(s) and/or not adhering to curfew times. No refunds will be given. Repatriation is at the student's own expense.

### **14.4 Privacy Policy**

Maltalingua is committed to protecting its clients' privacy. The school will not collect any personal information about students unless they provide this information voluntarily. Any personal information communicated to Maltalingua is kept within the organisation in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and the Data Protection Act. (Cap 440)

### **14.5 Liability**

Students are liable for any damage caused to school/annexe premises, accommodation or any third party property. The full cost of any damaged caused must be paid for in full by students before they leave. Unless liability is legally imposed, Maltalingua will not accept any liability in the case of illness, accident, loss, damage or injury to any person(s) or property.

### **14.6 Force Majeure**

In the event that Maltalingua is unable to fulfil any of its obligations, as a result of an event(s) beyond the reasonable control of the school, the school will not accept any responsibility or liability. Maltalingua shall not be responsible for any costs incurred by or on behalf of the student caused by force majeure. Such events include but are not limited to: losses, damages, cancellations or delays, industrial action, civil strife or terrorist attacks, war or threat of war, riots, natural or man-made disasters, unusually adverse weather conditions or any other event(s) which may class Malta as an 'at-risk destination' by the Ministry of Foreign Affairs.

### **14.7 Photography and Filming**

Maltalingua may use testimonials, photographs and film footage to illustrate its promotional material. If students do not wish to participate, they should notify the school at the time of the photo-shoot or at the time of issuing the testimonial. The testimonials, photos, and film footage have no commercial or contractual value.

### **14.8 Final Decision**

Should a situation arise that has not been covered by these Terms and Conditions, Maltalingua reserves the right to take any fair and reasonable action that it feels is appropriate.

### **14.9 Jurisdiction**

Any agreement entered into with Maltalingua Ltd. is 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.

<https://www.maltalingua.com/terms/>