

# Terms & Conditions

These terms and conditions apply to all bookings for magister academy courses starting on or after 1st January 2017

## 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 Magister Academy.

**Application Form:** The form you complete and send to Magister Academy 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 Magister Academy sends you to confirm acceptance of your application.

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

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

**Magister Academy:** The language centre in Malta identified in the Price List.

**Price List:** The document entitled 'Price List' which incorporates 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:** Magister Academy bank account identified in the Proforma Invoice.

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

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

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

## 2. Accommodation.

Magister Academy 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 Magister Academy. Accommodation arrangements are your responsibility unless you indicate that you wish to book

accommodation with Magister Academy on your Application Form.

## 3. Agreement.

This Agreement shall be legally binding between you and Magister Academy once Magister Academy 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 construed and interpreted in accordance with the laws of the legal jurisdiction in which Magister Academy is situated.

## 4. Cancellations.

You may cancel your booking provided you do so by written notice to Magister Academy, 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 Magister Academy 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 Magister Academy 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 Magister Academy. If Magister Academy 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 Magister Academy. 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 Magister Academy's location. Magister Academy 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, Magister Academy reserves the right to cancel the Course or provide you with an alternative Course which Magister Academy, in its sole discretion, considers suitable. Magister Academy 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.**

Magister Academy honestly believes that all statements made in promotional material are factual and correct. Every reasonable effort has been made to ensure such accuracy. Magister Academy is not responsible for any changes that become known after promotional material is produced (up to date information can be found on the Website). Magister Academy 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 Magister Academy prior to the Start Date or on enrolment, disorderly, drunken, aggressive or threatening behaviour or any other actions which could bring Magister Academy into disrepute may result in expulsion from Magister Academy 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 Magister Academy 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 Magister Academy's location. It is your responsibility to ensure that you meet and comply with any such regulations and Magister Academy will not refund any fees paid due to your having been refused entry into Magister Academy'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 Magister Academy 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 Magister Academy.

Magister Academy 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 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 Magister Academy affects any liability for death or personal injury caused by Magister Academy'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. Magister Academy reserves the right to alter such lesson times at its discretion.

#### **17. Matters Beyond Magister Academy's Control.**

Magister Academy 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 Magister Academy'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 Magister Academy's location will not be given in such circumstances. Students are responsible for their own personal belongings. Magister Academy will not be held responsible for stolen, lost or damaged items belonging to students.

#### **18. Payment.**

Full payment must be received by Magister Academy no 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, Magister Academy 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 02 January 2017 to 31 December 2017. Magister Academy reserves the right to unilaterally change prices as a result of governmental regulations, tax increases, exchange rate variations or other events. 2017 prices apply to bookings received for courses which start and take place in 2018 provided the booking is received by 31 October 2017.

#### **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 Magister Academy, in literature provide to you and/or on the School notice boards and on [www.magisteracademy.com](http://www.magisteracademy.com). You must comply with such rules and regulations.

#### **23. Travel & Transfers.**

Course fees do not include flights or other transport to Magister Academy, except where specified. You must make your own travel arrangements. Magister Academy will be pleased to provide information to help you with your arrangements. Magister Academy 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 Magister Academy with full details of your flight and arrival time at least 21 days before your Start Date (failure to do so or any extra costs incurred by Magister Academy 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 Magister Academy, you may require a visa to study in such location. Magister Academy 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.

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**Programmes, excursions and activities are for illustration only and are subject to change.**

**Current information is available at [www.magisteracademy.com](http://www.magisteracademy.com). E&OE**