

# Terms and Conditions

## Registration and Confirmation Procedures for ESE language programmes (except the ESE International Foundation Year (IFY) course)

### REGISTRATION

The ESE Enrolment Form is to be submitted by email to your ESE contact in the Reservations department or at [info@ese-edu.com](mailto:info@ese-edu.com).

If your client has booked a Course Only, booking is confirmed and payment must be made to confirm acceptance.

If your client has booked a Course and Accommodation package, then we will reply to you with confirmation depending on availability of the choice of accommodation within two working days from receipt of the Enrolment Form.

The flight details, including arrival and departure times, should be disclosed in full where airport transfers are selected or as included in the course and accommodation package. If the flight details are not disclosed, including the arrival and departure times, ESE will not be held responsible for airport transfers and any consequent delays, loss of flights or any other expenses incurred including payment of alternative transport and/or travel arrangements, or course and/or accommodation commitments. All flight tickets and/or travel insurance purchased through ESE must be paid in full immediately upon confirmation and acceptance of flights and/or travel insurance. Please see payment details below.

A Registration Fee of 50 euro is charged per booking (including course only bookings). Registration Fees are non-refundable and non-commissionable.

### CONFIRMATION

ESE will issue a Confirmation Letter, a Proforma Invoice and a Letter of Acceptance (where an entry Visa application is required) within two working days from receipt of the Enrolment Form.

Payment in full of the total invoice must be paid at least two (2) weeks prior to your clients' arrival date. If the Enrolment Form date is less than two (2) weeks prior to your clients' arrival date, the full amount of the Invoice must be paid immediately.

ESE will only issue Flights and Travel Insurance upon receipt of payment.

## Cancellation Policy for ESE language programmes (except the ESE International Foundation Year (IFY) course)

All cancellation charges are non-transferable.

Cancellations of bookings must be received in writing and are subject to a Cancellation Fee as follows:

### SHORT-TERM COURSES (1 TO 7 WEEKS)

#### More than 7 days prior to arrival date:

100 euro (including the Registration Fee), flight charges (if applicable) and Travel Insurance (if applicable).

#### Between 1 – 7 days prior to arrival date:

1 week tuition and accommodation fee, Registration Fee, flight charges (if applicable) and Travel Insurance (if applicable).

**For no-shows, or cancellation or shortening of the course after arrival date:** no refund of any fees.

If an Entry Visa is required but is not granted, you must advise ESE immediately together with a copy of the visa refusal document. ESE will refund course and accommodation fees less 100 euro (including the Registration Fee) and less flight charges (if applicable) and less Travel Insurance (if applicable). If however you do not advise ESE within 3 days from the date of the visa refusal document the above cancellation charges shall apply.

### LONG TERM COURSES (8 WEEKS +)

#### More than 7 days prior to arrival date:

The 100 euro (including the Registration Fee), flight charges (if applicable) and Travel Insurance (if applicable).

#### Between 1 – 7 days prior to arrival date:

four (4) weeks tuition and accommodation fees, Registration Fee, flight charges (if applicable) and Travel Insurance (if applicable).

**For no-shows, or cancellation or shortening of the course after arrival date:** no refund of any fees.

If an Entry Visa is required but is not granted, you must advise ESE immediately together with a copy of the visa refusal document. ESE will refund course and accommodation fees less 100 euro (including the Registration Fee) and less flight charges (if applicable) and less Travel Insurance (if applicable). If however you do not advise ESE within 3 days from the date of the visa refusal document the above cancellation charges shall apply.

## Application, Registration and Confirmation for ESE International Foundation Year (IFY) only

### APPLICATION & REGISTRATION

#### Step 1:

Students interested in the ESE International Foundation Year course are required to fill in the appropriate Application Form together with a non-refundable Application fee of 145 euro. The application should include required documents (copy of passport, evidence of English language level reached which is a minimum of IELTS 4.5 or a score of 45 or higher in the NCC Education Standard English Placement Test, and High School certificate) and emailed/faxed to ESE, at [admissions@ese-edu.com](mailto:admissions@ese-edu.com). Students without the required level of English will be required to attend a pre-session English course to attain the required level of IELTS 4.5 or 45 in NCC Education Standard English Placement Test.

#### Step 2:

If the student's application is approved ESE will issue a Provisional Letter of Acceptance and an invoice for the non-refundable Registration Fee of 450 euro.

#### Step 3:

On receipt of the non-refundable Registration Fee of 450 euro ESE will issue an invoice for the course and accommodation as booked and a conditional Letter of Acceptance by a university (if applicable).

### CONFIRMATION

Payment in full must be made upon acceptance of ESE's offer of a place on the International Foundation Year. On receipt of payment of fees ESE will issue a Letter of Acceptance and a receipt of payment which may be used for entry Visa applications (if applicable).

## Cancellation Fees & Policy for ESE International Foundation Year (IFY) only

### CANCELLATIONS DUE TO VISA PROBLEMS

Cancellations for the IFY course must be made in writing and emailed to [admissions@ese-edu.com](mailto:admissions@ese-edu.com) within three (3) days of the date on the refusal document sent by the issuing Embassy/authorities. If the entry Visa to Malta is refused, ESE will refund the course fees only. Refunds will only be made when official evidence of Visa refusal is provided.

### FOR NO-SHOWS, OR CANCELLATION OR SHORTENING OF A COURSE

If students fail to arrive or are absent during their course, no refunds of course fees will be granted. Periods of absence may not be made up with a free extension at the end of the course. In the case of students

being granted an entry Visa, non-arrivals, late arrivals and periods of absence will be reported to Immigration authorities.

For all other reasons, cancellation must be made in writing and is subject to cancellation fees as follows:

#### Between 1 – 21 days prior to arrival date:

4 week tuition and accommodation fees, flight charges (if applicable) and Travel Insurance (if applicable).

**For no-shows, or cancellation or shortening of the course after arrival date:** no refund of any fees.

In the event that, between 14 and 21 days before the course start date, the entry Visa application approval is still pending, students may opt to defer their course start date to the next for a Deferment fee of 145 euro. On confirmation of Visa approval, cancellation policies above apply.

## ALL STUDENTS

### Refunds

Refunds, if any, will be made by issuing a credit note to the booking Agents' account with ESE. In the event that a refund has to be processed by payment and not credit then any refund shall be paid to the person/ Agent who paid for the booking and in the same manner as the booking was paid for. Therefore, if the method of payment is made via a credit card then the refund will be made via the same credit card to the same credit card holder, and if the method of payment is made by bank transfer then the refund will be made to the same bank account from which the payment was made.

### Accommodation

ESE offers adult students a range of accommodation options as follows: Host Family, ESE Residences, Apartments and Hotels. Host Families and Apartments are available on a sharing room or single room basis on which a Single Room Supplement fee applies. Hotel Regulations apply to ESE Residences and Hotels, i.e. when a person selects a room but is alone in the room the Single Room Supplement fee applies. Adult students may only select Shared Room Accommodation in ESE Residences or Hotels if booking the room with a friend/relative/partner. Students staying at host families and requesting a special diet of any kind, such as coeliac, must pay a supplement fee of 10 euro per day. All students must follow the relevant House Rules as per accommodation option. Please refer to [https://ese-edu.com/house\\_rules](https://ese-edu.com/house_rules) for all details. ESE reserves the right to charge for any additional VAT and other Government imposed taxes registered after students' booking is confirmed.

### Travel Insurance

ESE requires that all students must have a travel, health and cancellation insurance which includes coverage for medical and repatriation costs in case of accidents or sickness in Malta.

Guard Me Insurance, offered by ESE, covers all nationalities and study trips and is recognised by private hospitals in Malta.

### Payment of Fees

Payment of fees can be made by any of the following three methods:

#### 1. BY CREDIT CARD:

Payment made online by credit card (Visa or Mastercard) is subject to a fee of three and a half percent (3.5%) on the amount charged to the credit card if paid by the AGENT. Details of the online link to be issued by the Accounts Department of ESE.

## 2. BY BANK TRANSFER:

Our bank details are:

Account Holder: **European School of English Ltd**

Bank Name: **HSBC Bank Malta plc**

Branch address: **High Street, Sliema, SLM 1549, MALTA**

Bank Swift Code: **MMEBMTMT**

Account No: **006 – 074413 – 451**

IBAN: **MT28MMEB4406000000006074413451**

To effect a payment with Paytostudy please use the following link:

<https://paytostudy.com/>

The AGENT will also email a copy of the bank payment form to ESE once payment has been effected.

### Payment of Commissions

ESE will only pay commissions to an AGENT for fully paid up bookings confirmed by ESE and which bookings have been submitted by said AGENT.

### Public Holidays

When public holidays fall on a weekday, English language lessons will be made up as much as possible but not necessarily to the full. Lessons of the International Foundation Year course which fall on a Public Holiday are not made up.

### Reduction of Lessons

The duration of each lesson is 45 minutes. If only one or two students are participating at any one particular level, the number of lessons of that level will be reduced as follows:

**General English 20 or Miniclass 20:**

from 20 group lessons to 15 private lessons

**General English 30 or Miniclass 30:**

from 30 group lessons to 20 private lessons

**Business English:**

from 20 group lessons to 15 private lessons

### Complaints

ESE should be made aware of all complaints or issues experienced by any student while attending an ESE course or package. Complaints must be made either via email at [welfare@ese-edu.com](mailto:welfare@ese-edu.com) or in person at the ESE Welfare office. ESE reserves the right to address all complaints or issues immediately or ESE cannot be held liable for any compensation on any complaint received after the students' departure.

### Language Levels and Exam Preparation Courses

Please refer to our website, price list or brochures to check the levels of English offered in each course. If a student's English level is not suitable for the course selected / booked, ESE reserves the right to move the student to a different level or to a different course as appropriate.

ESE reserves the right to change a student's class level; this will be done in consultation with student's teachers and the ESE academic staff. Exam Preparation courses are offered at different levels depending on the level of the student. ESE reserves the right to refuse any student admittance to any examination preparation course if they feel the student's level, at entry to the examination preparation course, is below the required standard for the student to study and prepare for the examination.

### Language Levels and the ESE International Foundation Year (IFY) course only

For admission onto the ESE International Foundation Year Programme, students must have a minimum B1/Intermediate level of English substantiated by either IELTS 4.5 or 45 in the NCC Education Standard English Placement Test. Students are required to fill in the specific Enrolment form found on the ESE website at <https://ese-edu.com/english-courses/academic-programmes/international-foundation-year/> and submit together with all required documents. Students who do not have either an IELTS 4.5 or 45 in the NCC Education Standard English Placement Test, but have an equivalent score in another internationally recognised exam such as TOEFL or TOEIC, will be interviewed online before being conditionally accepted on the programme and will be required to sit for either an IELTS exam or the NCC Education Standard English Placement Test in their country (if available,) or in Malta, before the course start date. Students who are found not to be at the required B1/Intermediate level of English may have to extend their programme to achieve a 4.5 IELTS or 45 in the NCC Education Standard English Placement Test at ESE at an extra cost. In such an event ESE will issue a Conditional Letter and students may opt to defer their course start date to the next for a Deferment fee of 145 euro.

ESE reserves the right to refuse any applicant who does not meet the programme entry requirements.

### ESE Attendance Policy

Regular and punctual attendance is important for students to reach their desired language learning goals. Attendance is noted on a lesson by lesson basis and students must have a minimum overall 80% attendance for the duration of their studies to receive an end-of-course certificate of attendance.

### Junior Packages

For any unaccompanied minors aged between 8 and 12, an ESE representative is required to remain at the airport until check-in. A charge of 25 euro shall apply in such cases. All ESE Junior Programmes do not include 24-hour supervision. However, Welfare Officers and Leisure Group Leaders are accessible to all students on a 24 hours/7-day week basis.

The parents or legal guardians of teen and junior students enrolled on an ESE Junior or Teen package agree and accept that ESE or its directors or staff cannot be held liable or responsible for any injury, loss or damage, or any other liability or claim for damages in respect of any student that attends a non-ESE organised activity or programme or, who do not comply with the ESE Terms & Conditions and other written policies including the ESE Rules & Regulations as printed in the ESE Welcome Guide. The ESE Welcome Guide is included in the Welcome Pack given to all students enrolled in a course at ESE and can be downloaded from our website at: <https://ese-edu.com/download-a-brochure/>

All parents or legal guardians of all teen and junior students must complete the ESE Consent Form and submit a soft copy to ESE Reservations together with their enrolment form.

### Force Majeure

ESE will not be responsible for any failure to comply with any obligation and will not be liable for payment of compensation if the failure is occasioned by any cause beyond ESE's reasonable control. ESE shall not be responsible for any costs incurred by or on behalf of any student caused by force majeure. Such cause may include but is not limited to losses, damages, cancellations or delays, strike action, civil strife or terrorist activity, war, natural or nuclear disaster and unusually adverse weather conditions.

### ESE Beach Club

The ESE Beach Club is seasonal. All packages (except Course Only and Accommodation Only) include free entrance to the Beach Club. On weekends and on public holidays, the Beach Club is only available against payment at a discounted entrance fee. Other restrictions apply.

### Liability

The Directors, management and staff of ESE are not liable for personal accident and/or organised activities, ESE disclaims any responsibility in respect of all persons. Notwithstanding the above, the maximum liability shall be bound by the net amount paid by the client.

### General Conditions

ESE reserves the right to be fully reimbursed for any medical or related costs it may incur on behalf of any student who requires urgent medical attention in Malta and to immediately repatriate, at the student's expense, any student who suffers from a serious medical or psychological condition.

ESE reserves the right to alter any service, description and fee without notice provided that any substitute offered is at least of the same standard, contents and classification as the one offered originally.

ESE reserves the right to move a student to alternative accommodation of equal or better standards if and when the need arises and according to ESE's exigencies.

ESE reserves the right to expel/repatriate any person that in the opinion of ESE has behaved in an unacceptable manner including but 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. Students who require a study visa must attend lessons as booked and ESE is obliged to report to the Visa Unit any student who repeatedly fails to attend lessons. Consequently such students may be expelled from ESE. Such expulsion/repatriations will be at the full expense of the client and no refunds will be considered and ESE reserves the right to charge an administration fee of 150 euro for any such expulsion/repatriation. Any damage to, or loss of, ESE or third party property must be paid by the student before departure.

Students residing in ESE Residences/Teen Club/Junior Camp/Young Learners must place a refundable deposit on arrival: 50 euro for teenagers and 100 euro for adult students. This deposit is refundable on departure but may be retained in part or in full to cover any loss or damage caused by the student to furnishings, equipment and fittings in any of the above residences. Should the cost of repairs exceed the amount of the deposit, the student/s concerned will be required to pay the balance prior to leaving his/her/their place of accommodation.

In enrolling with ESE, the applicant (or agent) consents to and authorises ESE to process any personal data in accordance with the Data Protection Act of Malta and to transfer/disclose such data to other companies within the ESE group of companies as deemed necessary for the successful provision of the services enrolled for and any purpose associated thereto. For further details please view the following link: <http://ese-edu.com/privacy-policy/>

### Jurisdiction

If for any reason any dispute arises between the student and/or the Agent and ESE then resolution of such a dispute is subject to the laws of the Republic of Malta and the jurisdiction of the Maltese Courts.