

# TERMS & CONDITIONS

## 1. ENROLMENT PROCEDURE

### BOOKING ENQUIRIES

Booking enquiries can be made either directly with Clubclass or through the School's agents. A reply confirming availability or otherwise will be sent by the School within one working day.

### DEPOSIT

In the case of direct bookings, duly completed enrolment forms must be accompanied by a deposit equivalent to €150.00 or 25% of the total package price (whichever is higher). An additional accommodation deposit/payment may be requested depending on the type of accommodation booked.

### BOOKING CONFIRMATION

In the case of direct bookings, the completed enrolment form must be accompanied by proof that the deposit has been paid. All the necessary documents will be issued once the deposit has been cleared. Bookings made through the School's agents are considered to be confirmed only when the School's documents have been issued and sent to the agent. No booking may be considered to be confirmed if the School's documents have not been issued.

### SETTLEMENT

The full payment, or in the case of direct bookings the balance due, is to be effected at least 2 weeks prior to arrival. All fees are to have been settled before the enrolment start date and no student will be allowed to start their course until payment has been received.

### FIRST DAY AT SCHOOL

On their first day at school, students are to show a copy of payment or a voucher from their agency. Only students who are able to produce proof of payment will be allowed into the course.

### PAYMENT TYPES ACCEPTED

Payments can be effected:

- by bank transfer - all banking fees are to be borne by the client (only the amount received by the School will be credited to the clients' account); or
- by VISA or MasterCard (an additional charge of 5% will apply).
- by studypay/Flywire. A studypay/Flywire link will be sent upon request.

Bank details are provided on the invoice issued by the School.

### CHANGES TO ENROLMENT

The School reserves the right to charge an administration fee of €25.00 each time any part of the enrolment is changed after the School has confirmed the initial enrolment.

### MINORS AND STUDENTS WITH SPECIAL NEEDS

Enrolments for students under 18 years of age will only be processed upon receipt of the School's signed Parental Consent Form. Students suffering from any illness or disability are obliged to inform the School upon registration providing all relevant details.

### FLIGHT DETAILS

Complete arrival flight details including flight number, time, date and airport of origin are to be sent to the School at least 7 days prior to arrival. If an airport transfer is required, these details must be provided at least 14 days prior to arrival. Students booked with host family accommodation must book the School's transport on arrival. Refunds on transfers will not be given if flight details are not sent on time or if flight details are given incorrectly. Airport transfer fees include a maximum of 1 hour waiting time. In the event of delays exceeding 1 hour students are requested to inform the School in order to avoid being charged an additional fee of €10.00 per starting hour. If the student does not meet the School's transport they should not take a taxi, but wait next to the tourist information office in the arrivals hall or call the School. Clubclass Malta on +356 2377 2107 or +356 9972 6789.

### PUBLIC HOLIDAYS 2019

Clubclass Malta will be closed on the following days: 1 January, 19 March, 19 April, 1 May, 7 June, 15 August, 13 and 25 December.

Group lessons missed will not be replaced, and there will be no refund. An exception is made for Person to Person and Two to One courses where lessons missed will be made up.

### VISAS

Depending on the country of origin, some students may require a visa to study at Clubclass. The School will provide support and issue all the necessary supporting documents for students to apply for their visa once payment has been received; additional charges will apply each time documents are sent by courier and will be borne by the client. Students should ensure that they fully understand the country's immigration and border control regulations - up-to-date information is available from official visa websites. It is the student's responsibility to ensure that they obtain all the documents required for entry into the country, and to make themselves aware of any legal requirement or restriction that would hinder or prevent them travelling. Whilst the School endeavours to support students at all times, it cannot be held responsible for decisions taken by embassies or immigration authorities regarding entry visas or visa extensions. Should the enrolment start date be postponed due to delays in the visa application process, the School cannot guarantee the original accommodation allocation and if the revised enrolment extends into the high season, a difference in fees may apply. In the case of students who required a visa extension, documents confirming that an individual is a student at Clubclass will only be issued to students who attend lessons regularly. Please note that it is the student's responsibility to apply for the correct type of visa and in good time. In view of its legal obligations towards the immigration authorities where a student is permitted entry to the country on the basis of a visa, the School reserves the right to retain the students' passport upon the student's arrival and to release the passport to the student only on an 'as-needed' basis and/or upon the scheduled departure.

## 2. CANCELLATION & REFUND POLICY

### CANCELLATION PRIOR TO ARRIVAL

If a reservation is cancelled 29 days or more before the enrolment start date a cancellation fee of €150.00 will be charged. If a reservation is cancelled 28 days or less before the enrolment start date the full deposit paid will be forfeited.

### "NO SHOW" OR SHORTENING OF STAY

#### Reservations for 28 days or less:

If a student does not arrive on the enrolment start date, is absent during the course or leaves before the end of the package, a cancellation fee equivalent to the price of the complete package booked will be charged.

#### Reservations for 29 days or more:

If a student does not arrive on the enrolment start date, or a reservation is shortened within the first 28 days of a student's enrolment start date, a cancellation fee equivalent to the lower between the price of the full package and the cost of the first 8 weeks of the package booked will be charged. If a reservation is shortened 29 days or more after a student's enrolment start date, the student needs to advise the School in writing at least 4 weeks prior to the revised enrolment end date, otherwise a 4-week cancellation fee will apply. The revised charge for the shortened duration will be based on the published rates in use at the time of amendment, and a started week will be considered to be a whole week.

During the cancellation period the student is permitted to continue making use of the services paid for. Any refunds for the part of the package not utilised (if any) will be given to the student in the form of a credit note, which can be used for a course upgrade (in a group) or transferred to another student who is not enrolled at the School. The credit note will be based on the value of the amount collected by the School. The School will send an e-mail to acknowledge that a cancellation/curtailment request has been received. If a

student does not receive a confirmation email from the School it means that the request has not been received.

### REFUSAL OF VISA

If an entry visa is not granted and the School is informed 8 days or more before the enrolment start date, a full refund, less an administration fee of €150.00 and courier fees (if applicable), will be sent to the student. If the School is informed 7 days or less before the enrolment start date, a cancellation fee, equivalent to the cost of one week (course, accommodation, course resource fee, airport transfers, etc.) bank charges and courier fees (if applicable), will be charged. In the case of a student's visa not being extended, a refund based on the difference between the amount paid and the charge for the revised duration will be given. In all cases, the original documents issued by the School and evidence of the visa refusal are to be handed to the School. No refund will be given if a student is expelled or deported.

## 3. SCHOOL POLICIES

### FIRST DAY OF SCHOOL

The first day at school will be Monday if students arrive at the weekend, and the following day after arrival for mid-week arrivals. Students have to be at the School reception by 08:45, unless otherwise advised. The first day at school will be Tuesday when a public holiday falls on a Monday and the school is closed.

### PLACEMENT TEST

At 09:00 on the first day, students are asked to sit for a placement test to assess their level of English and at 11:00 new students are assigned to a level of study based on their results. Courses in General English are offered at all levels, however an intermediate level of English or higher is required to join the Mini Group or Business English courses. Students wishing to join an Exam Preparation course must have an appropriate level of English relevant to the exam they wish to take. If a student does not have the minimum level of English required to follow a particular course, the student will be offered a place in a General English-Intensive course of the same value. Should students feel that they have been placed in the wrong class, they should immediately report the matter to the Director of Studies for consideration.

### WELCOME MEETING

On Monday, immediately after their placement test, students will be invited to attend a short welcome meeting where they will be given details about the course timetable, facilities available at Clubclass, leisure programme and welfare information. Students will also be given general tips and guidelines to help them make the most out of their stay.

### ABSENCE FROM SCHOOL

In the event that a student is absent from school, missed lessons are not made up or refunded.

### ATTENDANCE

Students must be punctual and latecomers will be excluded from their lesson. Only students who have been excused by their teacher or visited and certified as being sick by a doctor will be allowed to miss lessons. The School reserves the right to exclude any student from class who is deemed to be unfit to attend lessons. Documents confirming that an individual is a student at Clubclass will only be issued to students who attend lessons regularly. Students who are absent from their lessons without reasonable justification will not be awarded a course certificate. Regular absenteeism could lead to the student being expelled and no refunds will be given. The school is obliged to report regular absenteeism to the immigration authorities.

### COURSE CERTIFICATE

Students are awarded a course certificate at the end of their course at Clubclass (End of Course Questionnaire needs to be handed in before collecting the certificate). Students who are absent from their lessons without reasonable justification, or who have been excluded from their course will not be awarded this certificate. A charge of €5 will apply to reissue and submit a scanned certificate; the document can be sent by mail for an additional charge of €20.

### LEVEL CHANGE

Students who would like to change level during their stay are to approach their class teacher, who will then discuss this with the Director of Studies. If the request is approved, the student will be asked to take a test before being moved to the next level. Should the student wish to have a new course book, this can be provided against a charge.

### COURSE BOOK

A course book is included in the course resource fee paid by students over 16 and joining any of the adult courses at Clubclass. Since course books cannot be exchanged, these are given to students two days after the placement test to ensure that students have been assigned to the appropriate level (students may need to purchase additional course books when they move up to a higher level or a different course).

### COURSE TIMES AND LOCATION

Courses may be held in the morning or in the afternoon. The School reserves the right to place students in any course schedule and to change the timetable as and when necessary. The School may use classrooms at alternative premises of a similar or better standard.

### REDUCTION IN LESSONS

If an insufficient number of students are participating at a particular level, the School reserves the right to reduce the number of lessons as follows:

Group course with a maximum of 12 students per class - 1 to 4 students in class, 5 lessons for every 10 lessons booked  
Group course with a maximum of 6 students per class - 1 or 2 students in class, 5 lessons for every 10 lessons booked

### COURSE CHANGE

Students who would like to change their course during their stay are to approach the Director of Studies; additional charges will apply in the case of upgrades to a different group or person-to-person course, however refunds or course/accommodation extensions will not be given if students change to a course of a lower value. Change from a group course to a person-to-person course is only possible if the price-difference between the two courses is paid and the new course has a minimum of 20 lessons per week. If a student requests to be changed to a course of the same type and/or value, an administration fee of €25.00 will be charged. The School reserves the right to change any part of the package to another type of similar or better standard where circumstances beyond the School's control necessitate such changes - in this case no charges will apply.

### SHORTENING OF ENROLMENT

No cash refunds will be given to students who shorten their package at Clubclass; the School's "Cancellation & Refund Policy" will apply. Students enrolled with a visa/temporary residence permit may not be shortened due to the terms of issue established by immigration authorities.

### TAKING A STUDY BREAK

Long-term students are entitled to a two-week break for every 10 weeks booked, and a one-week break for each additional 5 weeks. Students are to inform the Director of Studies and/or the School reception staff at least 7 days before they plan to take a break. Breaks must consist of whole weeks (Monday to Friday) and the course only will be added on to the end of the enrolment. If the revised enrolment extends into the high season, a difference in fees may apply. In the case of study breaks, unutilised accommodation and courses cannot be passed on to other students and refunds will not be given. Students returning from a study break cannot expect to return to the same class, teacher or accommodation (in exceptional circumstances, the School reserves the right to move the students' personal belongings while the student is not present). Once a break has been confirmed, dates cannot be changed and students may not turn up for lessons during the respective week/s. Students requiring a visa for the duration of their stay must ensure that their enrolment includes any planned study breaks.

#### EXAM INFORMATION

Course fees do not include exam fees; these are to be booked and paid for at the School. Exam application is at the discretion of the Director of Studies. Students wishing to sit for exams must bring valid passports for exam entry; identity cards will not be accepted. Transportation to and from the testing centre is not included.

#### 4. ACCOMMODATION POLICIES – CLUBCLASS MALTA CHECK-IN

Check-in on the day of arrival is at 14:00. Upon check-in students staying in the apartments, hostel and student houses will be asked to pay a damage deposit of €100.00 which will be refunded upon departure. Students who arrive during the night are to leave their ID Card/Passport with the security guard and return to the main residence (Garden View Complex) reception the next morning to pick-up their document/s and pay the €100.00 damage deposit. If students' arrival is early in the day and they prefer immediate access to their room, the School recommends that the accommodation is reserved from the night before to guarantee immediate access.

#### CHECK-OUT

Check-out on the day of departure is at 10:00. When checking out, students staying in the apartments, hostel and student houses should allow at least 1 hour for management to check the accommodation and refund the damage deposit. If a student fails to allow at least 1 hour, management reserves the right to refund the damage deposit at a later stage at a charge. In order to be checked, the accommodation has to be vacated and keys returned. Management reserves the right to remove the personal belongings of students who are due to check out or change room if they fail to do so by 10:00. The School will not accept any liability for any items reported missing or damaged.

#### DAMAGE DEPOSIT

The damage deposit of €100.00 paid on check-in will be refunded (in full or part thereof) on check-out, upon presentation of the damage deposit receipt and after the accommodation has been inspected. The damage deposit is held against any costs that may be incurred in respect of missing items of inventory, breakages, damages or excessive dirt that students may cause during their stay. Management also reserves the right to fine students where disturbances to other clients or third parties have been reported. In these cases the fine will be taken from this deposit. It is very important to note that students' liability is not limited to €100.00 and the School reserves the right to charge extra money or take any other necessary measures as and when required. Clients departing during the night are to contact the reception at the main residence (Garden View Complex) the evening before their departure for instructions regarding refund of their deposit. Failure to do so will result in the refund being made by bank transfer/credit card at a charge.

#### CLEANING

Cleaning of the accommodation and change of towels and bed linen takes place on a weekly basis; missing items will not be replaced. Cleaning includes washing of floors and bathroom/s, and dusting of furniture; cleaning of plates, pots and pans is not included. Even though cleaning is provided, students are to keep their rooms tidy to make cleaning easier and must throw all their rubbish into the large container situated outside the main entrance of the accommodation on a daily basis. Rubbish is not to be left to accumulate indoors as this will attract ants and other unwanted insects. Students leaving untidy rooms will not have their accommodation cleaned and may have to pay an additional fee for extra cleaning services.

#### CHANGE OF ACCOMMODATION (REQUESTED BY STUDENT) – HOST FAMILY ACCOMMODATION

If a student changes from one host family to another host family, an administration fee of €50.00 will be charged; the administration fee will also apply if the student changes to

any other type of accommodation. If a student changes to accommodation of a superior category, the student will also be charged the difference in price. There will be no refund or course/accommodation extension if a student changes to accommodation of an inferior category.

#### CHANGE OF ACCOMMODATION (REQUESTED BY STUDENT) – ALL OTHER TYPES OF ACCOMMODATION

If a student changes from one accommodation to another accommodation of the same category, an administration fee of €25.00 will be charged. If a student changes to accommodation of a superior category, the student will be charged the difference in price. There will be no refund or course/accommodation extension if a student changes to accommodation of an inferior category. The respective hotels' policies will apply for students staying at a hotel.

#### CHANGE OF ACCOMMODATION (REQUESTED BY SCHOOL)

The School reserves the right to ask students to change their bed/room/apartment provided that notification is given beforehand.

#### PARTIES

Parties must not be held in the accommodation. Loud music, singing, shouting or any other disturbance in the accommodation, corridors or any other public area is not permitted at any time during the day or night. In the event that this regulation is ignored, each student registered in the accommodation may lose their damage deposit or be ordered to leave the accommodation.

#### MEALS – APARTMENTS, HOSTEL AND STUDENT HOUSES

Meal times for students staying in the apartments, hostel and student houses who have booked breakfast, half board or full board are as follows:

Continental Breakfast – from 08:00 to 09:00

Packed Lunch – to be collected at breakfast

Dinner – from 18:30 to 22:30

A weekly supplement of €14.00 for breakfast, €7.00 for packed lunch and €14.00 for dinner will apply for students who have special dietary requirements (opening days and hours may change without prior notice).

#### MEALS – HOST FAMILY ACCOMMODATION

Students staying with host families are entitled to continental breakfast and dinner. Breakfast includes tea or coffee with milk, and an adequate amount of toast with preserves and cereals. Dinner in the evening includes a variety of dishes and mineral/filtered water. Students must respect the meal times established by their family. Students should inform their family about the foods they like and don't like, or when they are not going to eat at the family, or would like to eat at a different time. A weekly supplement of €28.00 will apply for students with special dietary requirements.

#### INSPECTION OF ACCOMMODATION

Management or staff carry out regular spot checks of the students' accommodation from time to time. Pots, pans, plates, cutlery etc. must not be moved from one accommodation to another. When inspecting the accommodation on departure, clients will be charged for missing items even if they are found in another accommodation. Posters, photos, postcards, etc. must not be stuck on to the walls; this is to avoid damaging the plastering – a maximum fee of €25.00 per room will be charged for whitewashing. Students are responsible for missing items of inventory, breakages and damages in their accommodation; therefore, it is in the interest of the students who are sharing accommodation to ensure that any damage caused in their accommodation is reported to management immediately.

#### COOLING AND HEATING

Air-conditioning in the apartments functions between 20:00 and 06:00 in summer. In winter, the heating functions between 15:00 and 22:00. Students can pay an extra €3.00 per unit per day so that the air-conditioning / heating operates on a 24-hours basis. Air-conditioning

at the hostel is available at a supplement of €6.00 per day. If students require a heater or a fan, this can be hired from the main residence (Garden View Complex) reception at a cost of €3.00 per day. Use of heaters or fans other than those supplied by the reception is not allowed. In the event of a heater or fan being found in the accommodation a charge of €6.00 per day for the full stay will be made for each heater / fan. In the case of host family accommodation a heater/fan will be provided when necessary.

#### KEYS

Every student will be given his/her own room key. Students staying in the apartments, hostel and student houses will be charged €10.00 for missing or broken keys. Replacement keys will only be given upon presentation of photo identification. In the case of accommodation with host families, if students are given a copy of the house key and this is lost, they will have to pay the full cost involved to replace the door lock.

#### 5. GENERAL POLICIES INSURANCE

Students should have a comprehensive health, accident and travel insurance policy which would cover them from the enrolment start date until the enrolment end date (coverage for cancellations, loss and theft of baggage and personal belongings, emergency evacuation, and for any other eventuality that may occur should also be included). The School shall in no way be held responsible for any costs incurred as a result of the student having no or insufficient insurance cover. The School reserves the right to be fully reimbursed for any medical or related costs it may incur on behalf of the student who requires urgent medical attention. Unless liability is legally imposed, the School will not accept any liability in the case of illness, accident, loss, damage or injury to personal effects or property.

#### SAFETY AND SECURITY

Although a number of security measures are in place to ensure that the School and accommodation are safe, personal objects are the individual's responsibility. Students are advised to take care of their belongings and never leave them unattended. Students' possessions are not covered by the School's insurance policy and the directors, management or staff cannot be held responsible for the theft, loss, or damage to students' valuables even while being held for safe-keeping. While our schools and accommodation are situated in locations generally considered to be safe, students are advised to be vigilant at all times and at night try to stay in groups and not walk home alone. Hitch-hiking is not recommended.

#### DAMAGES

The full cost must be paid by students causing any damage to the School or accommodation, or during any service provided by the School or its sub-contractors. In the case of damages caused in shared accommodation, all students in the respective accommodation will be held equally responsible if no single student accepts responsibility. Breakages and damages will be charged as they arise.

#### QUERIES, PROBLEMS AND ISSUES

Concerns regarding courses, accommodation, or any other service provided by the School or its sub-contractors are to be registered with any member of the management team or at the School reception either verbally at the time of occurrence or in writing within 24 hours. Queries, problems or issues cannot be resolved unless this procedure has been followed. No complaints and/or claims for compensation will be accepted by the School if queries, problems or issues are brought to the School's attention after 24 hours of occurrence or after the enrolment end date.

#### EXPULSION

The School expects all its students to be well motivated, polite and considerate towards staff, families, students and the public in general. The School may, without being held liable in any manner whatsoever, exclude students from any service applied for, if, in the opinion of the directors, management or staff they appear likely to endanger their own health, safety or comfort, or that of other students, damage the property or reputation of the School, sub-contractors or third parties, or fail to observe the laws governing the country. If a student regularly disregards school and/or accommodation policies and rules, the directors, management or staff reserve the right to expel the student. There will be no refund, and in the event of repatriation, the School shall have the right to reclaim any costs incurred.

#### POLICIES AND RULES

All students are bound to abide by the policies and rules of Clubclass and by the laws governing the country. When a reservation is made by an agent or third party, the person making the booking is responsible for informing the student about the School's terms, conditions, policies and rules. The School's policies and rules are available online and other literature supplied at the Placement Test and on the School's Notice Boards. Ignorance of the policies and rules will not be accepted as an excuse for non-compliance and may lead to expulsion of the student from the School. If a situation arises which has not been covered by these Terms & Conditions, the School reserves the right to act in a way it thinks is fair and appropriate.

#### DATA PROTECTION

By submitting their information, students agree to the processing of personal data by Clubclass. All personal data will be processed in accordance to our Privacy Notice which is accessible from <https://www.clubclass.com/en/privacy-policy>

#### FORCE MAJEURE

The directors, management or staff cannot be held responsible for failure to comply with any of their obligations if this is due to a situation beyond the School's reasonable control. No compensation will be offered by the School.

#### PHOTOGRAPHY AND FILMING

The School may use photographs taken during a student's stay to illustrate its promotional material. If a student wishes that his or her photo should not appear in this material they should write to the School within one month of the photo-shoot. These photos have no commercial or contractual value. The same applies for video footage taken during a student's stay.

#### SUPERVISION

The School does not provide supervision to students who have booked an adult course, irrespective of their age.