

## **Maltalingua Ltd. General Terms and Conditions (01.05.12)**

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

### **Booking**

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

### **Payments**

Clients are to make payments in advance by international bank transfer and are to be received by Maltalingua in full no later than 14 days prior to the course start date. Special arrangements may be made for last minute bookings. Arrival details will be passed onto the client only after full payment has been received. Payment information and a bank details are provided on the booking invoice. When transferring payment, the Client agrees to pay all international bank transfer costs.

### **Visas**

If a travel visa is required Maltalingua will issue a letter of acceptance but only after full payment has been received. If a visa application is rejected and Maltalingua receive written evidence at least 7 days prior to arrival a full refund will be made minus 50 EUR processing fee and any subsequent costs.

A cancellation fee equivalent to 7 nights' accommodation and one week tuition will apply if written evidence of visa rejection is received fewer than 7 days prior to arrival.

Should the arrival day be postponed due to delayed visa applications, Maltalingua cannot guarantee the original booking confirmation

Although Maltalingua will provide general Visa information and support, it is ultimately the responsibility of the client to contact their embassy or consulate for up-to-date information.

Maltalingua may not be held responsible for decisions taken by authorities regarding entry visas or visa extensions.

### **Cancellation, amendments and Fees**

Clients may cancel their booking any time prior to the commencement of the language programme. All cancellation notifications must be provided in writing.

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

In the event that a refund is due, only full, unused weeks may be refunded.

Maltalingua reserves the right to charge an administration fee of 50EUR each time the course, accommodation or centre is changed by the client or postponed after Maltalingua has confirmed the initial enrolment. This also includes requests for changes whilst the student is at school and for reissuing course certificates.

### **Cancellation Fees (excluding hotels)**

- 28 days prior to arrival 20% of the total price
- 21 days prior to arrival 35% of the total price
- 14 days prior to arrival 50% of the total price
- 7 days prior to arrival 65% of the total price
- 1-2 days prior to arrival 80% of the total price

Bookings may not be cancelled after the scheduled arrival and no refunds will be provided. At the discretion of Maltalingua bookings may be postponed to a later date in the year however, cancellation fees may still apply.

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

Maltalingua strongly recommend Clients purchase adequate travel insurance.

### **Refund due dates**

For Clients cancelling before arrival, refunds will be made within one month of the cancelled booking.

### **Public Holidays**

Maltalingua is closed on Public Holidays. Maltalingua will attempt to make up for any lost teaching time during the low season. There is no refund for lessons missed.

Maltalingua is closed for the winter recess after from the last week in December and reopens the second week in January.

### **Reduction of Lessons**

Maltalingua reserves the right to reduce the number of lessons in a class due to insufficient number of students at a particular level. The lessons may be reduced as follows:

20 Lesson per week course: If 1-3 students in class lessons reduced to 15 lessons/week.

30 lessons per week course: If 1-3 students in class lessons reduced to 20 lessons/week.

### **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, Maltalingua reserves the right to move the student to an appropriate course for their level.

### **Airport Transfers**

Flight details must be sent to Maltalingua at least 7 days prior to arrival. Maltalingua may not be held responsible if this information is not accurately relayed. Taxi firms contracted by Maltalingua reserve the right to charge additional waiting times which exceed 1 hour.

### **Annexes**

Maltalingua reserves the right to use classrooms in alternative premises of a similar standard.

### **Force Majeure**

Neither party shall be liable in damages (and therefore shall not be required to provide any compensation) or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including but not limited to war, threat of war, riot, civil strife, industrial dispute, terrorist activity, natural or nuclear disaster, unusually adverse weather conditions and infectious diseases, and/or any other cause beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure).

### **Supervision**

Please note Maltalingua does not provide supervision for Clients over the age of 16.

### **Expulsion**

Maltalingua reserves the right to terminate this agreement and expel students if they exhibit unacceptable, unruly or disruptive behaviour or lack of attendance. No refund will be given. Repatriation is at student's own expense.

### **Damage to Property**

Clients must pay the full cost of any damage they cause to school property or property belonging to companies or individuals contracted by Maltalingua.

### **Insurance**

Clients must have adequate health, accident and travel insurance while attending any of our programmes.

### **Feedback and promotional material**

Maltalingua may utilise testimonies and media footage of Clients for promotional purposes. If Clients do not wish to participate, Maltalingua must be notified in writing at the time of issuing a testimonial or before being the subject school photographs or media production.

### **Liability**

Maltalingua will not be held liable for loss, damage or injury to persons or property.