

Student name:

Passport number:  Date of Birth: / /

We are responsible for you as a Student. Your daily attendance in class is vital for your progress and for your visa. Malvern House is your visa sponsor; that means we are responsible for holding all your contact details in the UK and abroad, holding copies of your passport and visa and reporting to the UKBA if you fail to attend regularly. As your entitlement to be in the UK is based on a Student Visa, there are rules which you and the school must adhere to. It is important that you read and understand the following information:

All Visa Students must comply with the following:

- Have the funds to maintain yourself in the UK without working
- Attend Class regularly\*
- Inform us immediately if your contact details change\*\*
- Tell us immediately of any reason (e.g. health, emergencies) why you cannot attend class
- Tell us immediately if you are booking a holiday or returning to your country
- Tell us immediately of any change to your passport and/or visa
- Tell us immediately if you are returning home or extending your visa at the end of your course

\*If you are absent from school, you must inform us as soon as possible. In accordance with UK Border Agency (UKBA) guidelines, students who miss 10 classes without informing the College of the reason for their absence (and obtaining approval) will be reported to the UKBA. In addition, Malvern House will also take the appropriate action in accordance with the student attendance policy where the student's attendance falls below 85%. Please note that the UK Border Agency treats any unauthorised absence from school as a failure to comply with the requirements of your Student Visa. This is likely to affect your visa status; you might be removed from the UK and refused entry in the future.

\*\*One of your obligations is to provide accurate and full contact details (address, telephone number and email address) to the school and to inform us immediately if there are any changes in these details. In addition, in order to fulfil our obligation to you and to the UK Border Agency, it is necessary for us to check and hold a copy of your passport and visa.

I understand that I must provide and update full contact details to the school and inform Malvern House of any absence. I also understand that I must attend all my classes and that Malvern House is obliged to inform the UK Border Agency of any unauthorised absence, which may result in the withdrawal of my sponsorship.

In addition I confirm the following:

- |   |                              |                             |
|---|------------------------------|-----------------------------|
| 1. I have the funds to support my studies in the UK without working                                 | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 2. I have no previous immigration or criminal history that will affect my visa application          | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 3. It is my intention to attend all my classes and comply with the UK immigration authorities       | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 4. I have read the Malvern House terms and conditions* and agree to follow all Malvern House rules. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

Student Signature:

Date: / /

"Malvern House International Limited (company number 03848072) whose registered office is at 1-17 Shaftesbury Avenue, London, W1D 7EA ("the College") considers these terms and conditions to set out the whole agreement between it and you ("the Student") in relation to the provision of the Course (as defined below). References in these terms and conditions to the College include the College's agents, representatives and employees. These terms and conditions will become binding on the Student and the College when the Student enrolls on a Course.

#### 1. Definitions (...)

#### 2. Enrolment and Tuition Fees

##### 2.1 The Student acknowledges that:

2.1.1 the College will advise the Student on the suitability of Courses based on the information provided but that the Student is solely responsible for selecting the Course that is most suitable;

2.1.2 he or she must ensure that he or she enrolls in sufficient time to ensure that a Visa can be obtained and all requirements of the British Immigration Authorities met.;

2.1.3 places on Courses are subject to availability and may be refused at the College's discretion;

2.1.4 the minimum age for enrolment is 16 years; and

2.1.5 class sizes may vary depending on the particular Course

2.2 The payment of Tuition Fees, Registration Fee and any additional fees must be paid in full before commencing the Course.

2.3 Once paid, Tuition Fees and the Registration Fee cannot be transferred for the benefit of another student

#### 3. Additional Charges

3.1 The Tuition Fees entitle the Student to receive academic instruction in relation to the chosen Course but do not cover the cost of other materials and services that the Student may require, including, but not limited to, text books, examination fees, bank charges, insurances, social activities and travel expenses. The Student is required to purchase such of these materials and services as are requisite for the completion of the Course

3.2 Without prejudice to the generality of clause

3.1 of these terms and conditions, Students will be required to buy textbooks necessary for their chosen Course and may be required, at any time during the Course, to purchase additional textbooks in the event that they progress to different levels of that Course (...)

#### 4. Registration Fee (...)

#### 5. Student Records (...)

#### 6. Administration of Courses

6.1 Failure to start the Course on its commencement date or to complete the Course without providing an acceptable explanation to the College will result in the expulsion of the Student from the Course without a refund or transfer to another Course

6.2 If a Student wishes to change the time or date of classes, appropriate requests must be made to the reception staff on or before Thursday for the transfer to be effective from the following Monday. All changes are subject to availability and at the College's discretion and an administration fee might apply

6.3 The duration of the Course or the time allotted to complete the Course will not be extended by unauthorised absences, uncertified illnesses or the payment of additional fees. Any additional fee payments made will be treated as payments toward Tuition Fees for a new Course

6.4 The College will use its reasonable endeavors to accommodate the Student in relation to the location and timing of classes but reserves the right to change campuses, teachers, times and rooms and to combine classes for different Courses at its discretion

6.5 For Courses that have entry level requirements or for Courses in relation to which the Student has received a conditional offer, if it is found that the Student's written and spoken English does not meet the requirements of the Course, then the Student will be required to complete an additional language course and the cost of such course will be payable by the Student prior to the commencement of the additional course

6.6 Should the Student wish to transfer to another Course, this will be at the College's discretion and subject to payment of a Course Transfer Fee and the grant of permission by the British Immigration Authorities if applicable

#### 7. Class Levels

7.1 All Students are required to take a test prior to commencement of their Course to determine the appropriate level of study on the Student's chosen Course

7.2 The College's decision as to the appropriate level of study for the Student is final and the Student acknowledges that:

7.2.1 no refund of Tuition Fees will be given if the Student is dissatisfied with the allocated level of study; and

7.2.2 while the College will use its reasonable endeavors to accommodate the Student in relation to study level, any change to the Student's study level will be at the College's absolute discretion

#### 8. Refunds

8.1 Subject to the provisions of this clause 8, the Student will be entitled to a refund of Tuition Fees if the Student is refused a Visa provided that:

8.1.1 no refund will be paid if refusal is due to the fact that the Student has not taken the required steps in applying for a Visa;

8.1.2 the original letter from the British Immigration Authorities indicating the refusal of a Visa must be submitted to the College;

8.1.3 no refund will be available once the Course has commenced;

8.1.4 no refund will be paid if refusal is due to the fact that the Student has submitted fraudulent documents;

8.1.5 refunds may take up to 3 weeks to process once the letter referred to at clause 8.1.2 is received by the College;

8.1.6 refunds will be issued to the person who made the initiation payment and, if a credit/debit card was used to make payment, the refund will be issued to that debit/credit card;

8.1.7 no refund will be issued if the Student withdraws the application for a Visa or is expelled from the Course or expelled from the UK by an authorized authority or government department; and

8.1.8 No refund will be given if a Student is granted a Visa and then decides they do not want to study through the College. In this instance the college will inform the British Immigration Authorities that the Student has been accepted on and has not commenced a Course.

8.1.9 If payment has been made through an Agent, then the refund will be issued via that Agent

8.1.10 If a non-GSV Applicant has a visa refusal, they will get a full refund minus the registration fee

8.1.11 Excluding clause 8.1.4, if a GSV Applicant has a refusal, the following refund terms apply:

Because of MH Documents: Re-application is free. If the student decides not to re-apply, all fees refunded. Because of any other reason: If Re-applying registration fee and CAS fee are chargeable. If NOT Re-Applying all fees minus £150 administration fee

8.1.12 Malvern House does not accept any responsibility in the case of visa refusals. In the instance of a refusal being related to Malvern House documentation we will refund all tuition fees and assist the student in applying again. However no additional compensation will be given.

#### 9. Cancellations

9.1 Excluding clauses 8.1.7, 8.1.8, 8.1.10 and 8.1.11 the Student shall be entitled to cancel the Course at any time before the Course start date and the amount refunded will vary as follows according to how much notice of cancellation in advance of the start date the Student has given:

9.1.1 If the Student gives 7 weeks or more notice of cancellation, the Student will be refunded 80% of the Tuition Fees paid;

9.1.2 If the Student gives 5-6 weeks or more notice of cancellation, the Student will be

refunded 65% of the Tuition Fees paid;

9.1.3 If the Student gives 3-4 weeks or more notice of cancellation, the Student will be refunded 50% of the Tuition Fees paid;

9.1.4 If the Student gives 2 weeks or more notice of cancellation, the Student will be refunded 20% of the Tuition Fees paid;

9.1.5 If the Student gives 1 week's or more notice of cancellation, the Student will be refunded 10% of the Tuition Fees paid;

9.1.6 If the Student gives less than 1 week's notice of cancellation, the Student will not be entitled to receive any refund

#### 10. Holidays

10.1 Students may be entitled to take holidays depending on the administration of their chosen Course. Please see the information provided in connection with the relevant Course. Where holiday entitlement is restricted to pre-scheduled dates, Students will not be authorised to take holidays at any other times

10.2 Students may be required to use some of their holiday allowance during periods when the College closes for public holidays (including, but not limited to, over Christmas, Summer and the new year period) and there will be no reduction in Tuition Fees should the College close for public holidays or College training days.

10.3 Students may be required to book their holidays in advance and cancellations may result in the Student incurring administration fees

10.4 The College has the right to insist that Students use their holiday entitlement at particular times and no refund of Tuition Fees will be available if the Student is not willing or able to take holidays at such times

#### 11. Accommodation

11.1 The College will use its reasonable endeavors to provide the Student with Homestay or Residence at the Student's preference but the Student's first choice of Accommodation may not always be available. The cost of accommodation will be determined by the College from time to time 11.2 When booking Accommodation, the Student must:

11.2.1 book Accommodation for a minimum of two weeks;

11.2.2 pay the Arrangement Fee;

11.2.3 pay a £100 Credit Card deposit in the case of Malvern House Select Accommodation and some Residence Accommodation

11.2.4 ensure that arrival and departure dates are given to the College.

11.3 In relation to Accommodation, the Student acknowledges that:

11.3.1 arrival and departure dates may only be changed by special arrangement and that changes may be subject to a surcharge;

11.3.2 arrivals for Residence must be on Sundays only unless published otherwise

11.3.3 once the Student has been admitted into the UK, no refund of accommodation fees paid will be available; and

11.3.4 any request to change Accommodation after arrival will be dealt with at the College's discretion and subject to availability.

11.4 If the Student wishes to cancel any booked Accommodation, then the following cancellation fees will apply:

11.4.1 in relation to Homestay:

11.4.1.1 if the Student gives notice of cancellation more than 14 days before scheduled arrival the Arrangement Fee, if not already paid, will be payable;

11.4.1.2 if the Student gives notice of cancellation 8-14 days before scheduled arrival, 1 week's Accommodation fees and the Arrangement Fee, if not already paid, are payable;

11.4.1.3 if the Student gives notice of cancellation 0-7 days before scheduled arrival or fails to arrive, 2 weeks' Accommodation fees and the Arrangement Fee, if not already paid, are payable

11.4.1.4 Once the Student has moved into Homestay, the Student cannot cancel that Homestay for at least 4 weeks from the date of moving in. After that, Homestay can be cancelled on 7 days' notice

11.4.2 in relation to Malvern House Select Accommodation:

11.4.2.1 if the Student gives notice of cancellation more than 14 days before scheduled arrival at a Malvern House Select residence the Arrangement Fee, if not already paid, is payable;

11.4.2.2 if the Student gives notice of cancellation 8-14 days before scheduled arrival, 1 week's Accommodation fees and the Arrangement Fee, if not already paid, are payable;

11.4.2.3 if the Student gives notice of cancellation 0-7 days before scheduled arrival or fails to arrive, 2 weeks' Accommodation fees and the Arrangement Fee, if not already paid, are payable

11.4.3 In relation to Residence Accommodation, individual providers' terms and condition may apply. Please see the College's website for details 11.5 The College has the right, where reasonable to remove the student from the Accommodation for unacceptable behaviour. For the avoidance of doubt the College views unacceptable behaviour as including but not limited to, causing damage to property, causing disturbance or nuisance, abusive or disrespectful conduct, failing to observe house rules.

#### 12. Airport Collections

#### 13. Attendance and Time Keeping

13.1 Students are obliged to attend all classes and to observe the timetables set in relation to their Course and the College will not be responsible if the Student misses any teaching time.

The College will only issue documents indicating completion of the Course if attendance and performance has been satisfactory in the College's opinion

13.2 Students must arrive at classes before the published start time and return promptly after any break. If a Student arrives more than 20 minutes late to a class then the Student will be excluded from class and no refund of Tuition Fees paid will be made as a result. If a Student is persistently late to classes, the Student may be excluded from the Course and no refund of Tuition Fees will be made as a result.

13.3 If a Student is absent from class:

13.3.1 if the absence is due to illness, a doctor's certificate must be provided;

13.3.2 if the Student is absent from class without a doctor's certificate we reserve the right to exclude them from the Course and may only be readmitted at the College's discretion;

13.3.3 if the Student has ongoing low attendance, and is studying on a Visa, the British Immigration Authorities will be informed

13.3.4 if, due to unauthorised absences, the Student is excluded from the Course, no refunds of Tuition Fees or extension of teaching time will be given

#### 14. Examinations

#### 15. Use of Computers

#### 16. Conduct and Discipline

16.1 The College has the right, where reasonable, to expel the Student from the Course for unacceptable behaviour, poor performance or lack of attendance and no refund of Tuition Fees will be given if the Student is so expelled

16.2 For the avoidance of doubt, the College views unacceptable behaviour as including, but not limited to, causing damage to property, causing disturbance or nuisance, abusive or disrespectful conduct, failing to observe fire and safety rules and smoking other than in authorised areas and selling or consuming alcohol or illegal drugs on College premises

16.3 If the Student intentionally or negligently causes damage to College property, the Student will, without prejudice to the College's right to expel the Student, be expected to pay the full cost of repairing or replacing such property

#### 17. Events outside the College's control

#### 18. Liability

18.1 The College shall not be liable to any Student for any loss or damage which arises out of or in connection with or as a consequence of the Student's use of the College's premises, including, but not being limited to, loss of profit, damage to or loss of property or items belonging to the Student and any personal injury to the passenger (but only so far as such injury is not caused by the College's negligence)

18.2 The College is not responsible for the safekeeping and delivery of any post, fax etc. sent to the Student at the College address or for the safekeeping of exam results or certificates

#### 19. General (...)"

Student Signature:

Date: