Terms & Conditions

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 IELS.
Application Form	The form you complete and send to IELS in connection with applying for a place on a Course which shall be considered to form an integral part of this Agreement.
Confirmation	The form IELS sends you to confirm acceptance of your application.
Course	The Course of study you have applied for on your Application Form offered by IELS.
Arrival Date	The date on which your Programme starts.
Departure Date	The date on which your Programme ends.
Price List	The document entitled 'Price List' which incorporates the Application Form and 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.
Start Date	The first day of the Course for which you are applying.
Relevant Account	IELS's bank account identified in the Price List.
IELS	The Institute of English Language Studies Limited, Company Registration No. C7235.
You/Your	The applicant for a Course at IELS.
IELS Malta	The language centres at various locations identified in the Price List.

2. Accommodation

IELS will advise you on a variety of accommodation options. You should book accommodation for the Arrival Date until your Departure Date unless you are informed to the contrary by IELS. Accommodation arrangements are your responsibility unless you indicate that you wish to book accommodation with IELS on your Application Form.

3. Agreement

This Agreement shall be legally binding between you and IELS once IELS has received a completed Application Form from you, whether by e-mail or otherwise, and has confirmed your place by sending you a Booking Confirmation. 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 and construed and interpreted in accordance with the laws of the legal jurisdiction of Republic of Malta.

4. Cancellations

You may cancel your booking by giving written notice to IELS, provided that such notice is received at least 14 days before the Course Start Date. In such an event, any fees paid will be refunded, less the registration fee and one week's tuition and, where applicable, accommodation fees (as specified in the Price List).
If you cancel your booking less than 14 days before the Course Start Date, no refunds will be given for tuition or accommodation. Any exceptions to this policy shall be entirely at the General Manager's discretion.
If a visa application is rejected and IELS receives written evidence of the refusal at least 7 days prior to the scheduled arrival date, all fees paid will be refunded, less any bank charges, non-refundable fees (including the registration fee, courier fees and insurance) and the one-week accommodation cancellation fee, where applicable.
Where notification of a visa refusal is received less than 7 days prior to the scheduled arrival date, a cancellation charge of up to four weeks' tuition, accommodation and transfer fees (where applicable) will apply.
If a Course is terminated after the Course Start Date, or if a student fails to attend on the Course Start Date without prior written cancellation, no refunds will be given for tuition or accommodation.

Group Bookings Cancellation Policy:

For group bookings, a non-refundable deposit of 25% of the total programme cost is required in order to secure the booking. In the event of cancellation after confirmation, the 25% deposit will be retained. Cancellations received less than 30 days prior to the Start Date will incur a cancellation fee of 50% of the total programme cost. Cancellations received less than 14 days prior to the Start Date, or failure of the group or part of the group to arrive, will result in 100% of the total programme cost being charged. Any exceptions to this policy are entirely at the General Manager's discretion.

5. Changes and Amendments

Once you have started a Course, no changes may be made to it other than by written agreement from IELS. If IELS 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 IELS. The illegal use of drugs, alcohol abuse and inconsiderate behavior is unacceptable as is any failure by you to abide by the law and custom of the Republic of Malta 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 student bookings for a particular Course, IELS reserves the right to cancel the Course or provide you with an alternative Course which IELS, at its sole discretion, considers suitable. Such cancellation/change will be communicated 2 weeks before the Start Date at the latest. IELS 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 six levels of language learning: Beginner / Elementary / Pre-Intermediate / Intermediate / Upper Intermediate & 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

IELS honestly believes that all statements made in promotional material are factual and correct. Every reasonable effort has been made to ensure such accuracy. IELS is not responsible for any changes that become known after promotional material is produced (up to date information can be found on the Website). IELS 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 IELS prior to the Start Date or on enrollment, disorderly, drunken, aggressive or threatening behavior or any other actions which could bring IELS into disrepute may result in expulsion from IELS 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 IELS 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 Republic of Malta. It is your responsibility to ensure that you meet and comply with any such regulations and IELS will not refund any fees paid due to your having been refused entry into IELS'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 IELS 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 IELS.
IELS 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 court of law in the Republic of Malta.
IELS shall not have any liability to 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 IELS affects any liability for death or personal injury caused by IELS'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. IELS reserves the right to alter such lesson times at its discretion.

17. Matters Beyond IELS' Control

IELS 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 IELS' 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 Republic of Malta will not be made in such circumstances. Students are responsible for their own personal belongings. IELS will not be held responsible for stolen, lost or damaged items belonging to students.

18. Payment

Full payment must be received by IELS not 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. Students requiring entry visa to Malta or applying for a study visa have to settle full payment prior to visa applicvation.

19. Photography, Filming & Sound Recording

During the course of a student's stay, IELS 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 01 January to 31 December of the year in which the booking is made and the Course is intended to take place. IELS reserves the right to unilaterally change prices as a result of governmental regulations, tax increases, exchange rate variations or other events. Prices applicable to a given year shall also apply to bookings received for courses for Adults commencing in the following year, provided such bookings are received by 31 October of the relevant year.

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 IELS, in literature provided to you and/or on Supplier School notice boards and on www.ielsmalta.com. You must comply with such rules and regulations. Additional Terms and Conditions for Young Learners are stipulated in IELS Young Learners Rules and Regulations document:
https://www.iels.school/downloads

23. Travel & Transfers

Course fees do not include flights or other transport to IELS, except where specified. You must make your own travel arrangements. IELS will be pleased to provide information to help you with your arrangements. IELS 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 IELS 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 IELS 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

You may require a visa to study in the Republic of Malta. IELS 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. Further information about visas can be found on https://identita.gov.mt/central-visa-unit-main-page/

25. Students under the age of 18 years on Adult courses

Students under the age of 18 are considered as Minors under Maltese Law, and thus must abide by a curfew of 23:00 within their selected accommodation, and are not permitted to attend certain activities/excursions sold in-house which may involve the presence of alcohol. A notarised letter from the parents/guardians must be provided before the Start Date for all Minors booked on any IELS course (adult or YL) who are not booking accommodation provided and supervised by the school.