

TERMS AND CONDITIONS



REGISTRATION AND CONFIRMATION PROCEDURES FOR ESE LANGUAGE PROGRAMMES

The digital ESE Enrolment Form is to be completed and electronically signed by the client and in the case of a non-adult students by parent or guardian.

If you have booked a Course and Accommodation package, 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 in "Payment of Fees" section below:

Fees

- **Course Registration Fee** – €50
- **Accommodation Administration Fee** (adult bookings) – €30
- **First Course Book Fee** (adult bookings) – €30
- **Accommodation Change Fee** – €50
- **Insurance Fee** – €15 per week

Confirmation

Subject to availability 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 the student arrival date. If the Enrolment Form date is less than two (2) weeks prior to the student arrival date, the full amount of the Invoice must be paid immediately. Failure to do so will render the aforementioned Confirmation Letter and Letter of Acceptance null and void.

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

CANCELLATION POLICY FOR ESE LANGUAGE PROGRAMMES

Cancellations of bookings must be received by ESE in writing and are subject to Cancellation Fees as follows:

- **More than 7 days prior to arrival date:**
€150 Administration fee, plus any flight charges and Travel Insurance.
- **Between 1-7 days prior to arrival date:**
1 week tuition and accommodation fees, plus registration fee, accommodation placement fee, flight ticket and travel insurance
- **For no-shows, or cancellation or shortening of the course after arrival date:**
no refund of any fees.
- **Postponement of any booking** is subject to an administration fee of €150. Postponement must be done more than 7 days before arrival.

Other Terms:

For the avoidance of doubt, any partial week is considered as a whole week, if and where applicable. All cancellation charges are non-transferable.

Special Offers:

All students booked on a Special Offer will be subject to the specific Terms & Conditions of that Special Offer.

Visa Refusal (important notice)

If an Entry Visa is required but is not granted, you must advise ESE immediately together with a copy of the visa refusal document within 3 days of refusal notice. A visa refusal is considered a cancellation of booking and therefore cancellation policy and terms apply as above. Should the student request new visa documents to reapply for a visa, appeal or extend their stay, a €50 fee will be charged.

Refunds

Refunds, if any, are made in the same manner as the payment to ESE was made and to the person who made the payment to ESE. 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. Any bank or credit card charges incurred by ESE for refunds will be deducted from the amount refunded.

ACCOMMODATION

ESE offers adult students a range of accommodation options as follows: Host Family, ESE Residences, Shared Apartments and Hotels.

Host Families, Shared Apartments and Residences are available on a sharing room or single room basis on which a Single Room Supplement fee applies.

Adult students may only select Shared Room Accommodation in the ESE Residence or Hotels if booking the room with a friend/relative/partner, otherwise Hotel Regulations apply; i.e. when a person selects a room but is alone in the room the Single Room Supplement fee applies.

Students staying at host families and requesting a special diet of any kind, such as coeliac, must pay a supplement fee as published in the Price List.

All students must follow the relevant House Rules as per accommodation option. Please download the ESE House Rules for all details.

All students staying at Residences and Apartments must pay a deposit of €100 in full on check-in, prior to the start of the course. Students who do not pay the deposit will not be allowed into class. The deposit may be refunded in full or in part, on check-out providing that there are no pending charges incurred by the student and/or that the student is not responsible for any damage of any nature, including but not limited to furnishings, equipment and fittings while staying at ESE accommodation. Students must pay before check-out any and all pending charges exceeding their deposit.

Students will not be allowed to enter class unless the said deposit is paid. ESE reserves the right to evict and/or suspend students from the accommodation and school if they fail to pay their deposit of €100 on check-in. In such an event ESE will not refund any monies for payment of accommodation and tuition fees.

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 purchase **Guard.me** travel, health and cancellation insurance which includes coverage for medical and repatriation costs in case of accidents or sickness. **Guard Me** Insurance, offered by ESE, covers all nationalities and study trips and is recognised by private hospitals in Malta.

TERMS AND CONDITIONS



PAYMENT OF FEES

ESE reserves the right not to accept any students if payment for bookings of the said students has not been received by ESE in full prior to the students' course start date.

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

1. 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:

MT28MMEB44060000000006074413451

2. By Credit Card:

Payment made online by credit card, this may be subject to an added administration charge.

When effecting payment by bank transfer please write the student's name in full as a reference and kindly email a copy of the bank payment form to ESE. Any bank charges incurred when paying by Bank Transfer are to be paid by the student/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.

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 semi/private lessons
- **General English 30 or Miniclass 30:**
from 30 group lessons to 20 semi/private lessons
- **Business English:**
from 20 group lessons to 15 semi/private lessons.

COMPLAINTS

ESE should be made aware of any complaint or issue experienced by any student while the student is attending an ESE Course and / or staying in any ESE accommodation. Complaints must be made either via email to welfare@ese-edu.com or in person at the ESE Welfare office. ESE will not accept any complaints from students / agents / parents or legal guardians after students' departure from ESE and will not be held liable for any compensation on any complaint received after the students' departure.

LANGUAGE LEVELS AND EXAM PREPARATION COURSES

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.

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 unless students have a good reason to be absent. Appropriate documentation as proof of excused absence must be provided. Students must have a minimum overall 80% attendance for the duration of their studies to receive an end-of-course certificate of attendance.

STUDENT SUPERVISION

Overriding Principles

ESE is committed to provide quality English Language Courses, Leisure Activities and Accommodation to all our students. In this respect our offerings are regularly monitored and inspected to ensure that our employees as well as our service providers continue to offer such activities in a safe and supervised environment.

English Language Courses and Activities

Our Head of School is responsible together with the School Directors to ensure that our teachers and staff are adequately trained and prepared to supervise our students whilst they are attending class or are present on a school organised activity. More specifically, both our adults as well as our students under the age of 18 years are cared for provided a safe environment in which they can study and enjoy their language holiday with us.

Whilst on activities, adults are accompanied by qualified registered guides and teen activities are duly supervised by adults whose main objective is the supervision of the minors under their care.

The minimum supervisory ratio of ESE Organised activities for minors is of 1:15-20 for students aged 13 and over with a ratio of 1:10-15 for those students aged 10-12 years.

Ese Accommodation Used By Minors

Our ESE Salini Office is manned on a 24/7 basis during the Junior Club and Teen Club periods. During this period, Residence Leaders trained in supervision of minors, continuously oversee the students during their stay at the Salini Resort and offer welfare as required on site.

In Host Family accommodation, the Host Families take the responsibility to supervise the students under their care. Supervision includes a responsible adult present overnight and will be normally present when the under-18s are at home.

For all students, ESE offers a welfare and emergency service on a 24/7 basis from ESE Main School in St Julian's with a direct line on 21373789. Our ESE Doctor is on call for medical emergencies.

Third Party Service Providers

Third party service providers include the hotels, food and restaurants as well as the service contractors we use for transport and activities amongst others. Our quality standards for H&S and supervision extends also on these service providers who are vetted to ensure that hygiene and quality of service is monitored and managed during all aspects of the students' language holiday with ESE. This includes review of the supervision on activities as well as the facilities and services provided.

Our Residence Leaders, Leisure Leaders, Welfare Officers, Supervisors and Management are equally provided with the necessary training to better supervise and support our students during their stay with ESE. Bespoke training manuals have been prepared and used by our experienced Management Team to this end.

JUNIOR PACKAGES

ESE Welfare Officers and Leisure Group Leaders are accessible to all students on a 24-hour/7-day week basis. ESE Junior Programmes do not include 24-hour supervision and are designed to provide adequate supervision of our students whilst they are within the ESE programmes. This includes:

The ESE Junior Camp programme at the 4-star Salini Resort is for 10-13 year olds and is designed to offer

TERMS AND CONDITIONS



students an exciting English learning experience both in and out of class. ESE Group Leaders accompany children during meals, lessons and on all ESE organised activities. Students on the ESE Junior Camp are not allowed out of the Resort unless they are accompanied by an ESE Group Leader or their parent/legal guardian.

The ESE Teen Club is an all-inclusive programme offering General English and accommodation at the 4-star Salini Resort. This package is designed for 14–17 year olds who are supervised during meals, lessons as well on all ESE-organised activities. Students are allowed to go out on their own without ESE Supervision as long as they respect curfew times.

Our ESE Salini Resort office is manned on a 24-hour/7-day week basis and Residence Leaders supervise the students at the Resort.

Similarly, the ESE Teen Host Family programme is an all-inclusive package for 13–17-year-olds. Accommodation is provided by a licensed Host Family, and the same level of supervision is extended to these students. A responsible adult from the Host Family is present overnight and will normally be at home when students under 18 are present.

Unaccompanied Minors Supplement

Students aged between 10 and 12 opting for the Unaccompanied Minors supplement, would be assisted on arrival at the airport by an ESE representative and will similarly be accompanied at the airport until check-in.

Disclaimer of Responsibility

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 found on the **ESE Welcome Guide**. The **ESE Welcome Guide** should be downloaded from the ESE website at: <https://ese-edu.com/downloads/> and read and accept the foregoing prior to their child's arrival in Malta.

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 not limited to, war, riots, fire, flood, hurricane, earthquake, lightning, explosion, strikes, lockouts, lockdowns, slowdowns, virus, pandemics, epidemics, or other health emergency, prolonged shortage of energy supplies, and acts of state or governmental action prohibiting or impeding ESE from performing its respective obligations.

ESE BEACH CLUB

The ESE Beach Club is seasonal. All packages (except Course Only and Accommodation Only) include free entrance to the Beach Club. Other restrictions apply.

LIABILITY

The Directors, management and staff of ESE are not liable for personal accident and/or the theft, loss or damage of personal property belonging to clients. Whilst ESE endeavours to provide assistance to its clients at all times, the Directors, management and staff of ESE are not liable for decisions taken by the local authorities. This would also include any procedures and decisions regarding entry visas or visa extensions. Moreover, while ESE undertakes to provide reasonable care to all persons while they are within all premises operated by ESE and/or on any ESE 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 change lesson times at its discretion and use classrooms in alternative premises. Students may need to purchase additional course books as they move up to a higher course level.

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 offer alternative accommodation from that booked as long as the level of accommodation is of equal or higher standards.

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, and/or not following House Rules. 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.

ESE Terms and Conditions, the ESE Rules and Regulations and relevant House Rules contained in the Welcome Guide (please refer to our downloads page for more details) and any other policies which may be issued by ESE from time to time are applicable to all agents and students.

ESE reserves the right to amend these Terms & Conditions and which Terms & Conditions are applicable after amendment.

ESE values your privacy. ESE manages and processes data in accordance with the General Data Protection Regulation. In enrolling with ESE, the applicant consents to and authorises ESE to process any personal data in accordance with the General Data Protection Regulation and any other applicable laws 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 on such purposes and your rights in relation to data protection, please view the following link: <https://ese-edu.com/privacy-policy/>.

JURISDICTION

If for any reason any dispute arises between either the student or agent or both or any entity 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.