

# Terms & Conditions

## DATA PROTECTION

B.E.L.S. (BUSINESS ENGLISH LANGUAGE SCHOOL LTD.) company registration number, C.19451 with its registered office held at 550 West, St. Paul's Street, St. Paul's Bay, SPB3418, Malta, will act as the data controller in processing students personal data and/or personal data relating to their parent or legal guardian in accordance with the Data Protection Act, as enacted in Malta and which implements and further specifies the relevant provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, better known as the General Data Protection Regulation (GDPR). We invite you to refer to our Privacy Policy available at <https://belsmalta.com/privacy-policy/> which explains how we collect, retain, process, share and transfer personal data about you and your respective rights under the GDPR.

## BOOKING OF THE LANGUAGE LEARNING HOLIDAY

Please use the BELS enrolment form to book your language holiday. Your booking with the school is binding as soon as you receive written confirmation. As a rule, you will receive confirmation of your booking within the next business day.

## CLASSES

In cases where there are from one to three students in a class, lessons may be reduced. The improved teacher attention and increased quality time will enable us to offer a more personalised course focused on 60 – 65% of the ordinary number of lessons. One may note that students will be receiving more teacher contact time, leading to better quality tuition at no extra cost.

## PRE-ARRIVAL TEST

If the student does not complete the test three weeks prior to the start date, they run the risk of being placed in a class of a different level or group size, based on spacing and level availability.

## HOLIDAYS

Holiday breaks for long-term students (12 + weeks): Students have 2 weeks holidays for every 12 weeks booked. They need to advise us of their holiday breaks, 2 weeks in advance. Credit will only be given if the student vacates the accommodation. Students returning from their holiday should not expect to return to the same class, teacher, or accommodation.

Visas (if applicable): Students requiring a visa for study must ensure their visa is issued for the correct dates to include any holiday breaks. BELS cannot be held responsible for dates set by VISA officials, and it is the responsibility of the student to ensure that they are following all recent regulations and processes.

## TRANSFERS

Being that the accommodation has no reception, the arrival transfer is compulsory for all BELS students who book accommodation, including homestay. Flight details must be advised 10 days prior to arrival, failure to do so may result in the cancellation of transfer and accommodation booked with no refund. Arrival airport transfer fees include a maximum of 1 hour waiting time after landing. In the event of delays exceeding 1 hour, after landing, students will be charged an additional fee at school. No fees are chargeable in the event of flight delays. Departure airport transfer includes a maximum of 15 minutes waiting time after the set pick up time, after which transfer will be cancelled.

## PAYMENT TERMS

Bookings are subject to a 25% deposit upon confirmation. The outstanding balance will become due 21 days before student's arrival. Payments can be effected either by bank transfer or by credit card using our online portal. Bank account details may be found on client invoice. When paying by bank transfer the client's name and booking number must be quoted. When a customer defaults on any payment, the school is entitled to rescind the contract and claim compensation for failure to fulfil obligations. Payments must reach BELS in full and free from local or overseas bank charges. Any short payments will be claimed from the students upon arrival.

## VISA APPLICATION FOR THIRD COUNTRY NATIONALS (TCNS)

Should the student be a TCN, then that student will need to obtain a visa in order to pursue studies in Malta. The student may choose to avail themselves of BELS assistance and if so, full payment as outlined above for such assistance will need to be made. No refunds of administrative fees (As applicable) will be provided in the event that a visa application is refused.

## POSTPONEMENTS / CANCELLATIONS

You can cancel or postpone your language holiday, up until 22 days prior to arrival, and receive a full refund minus an administration fee of €55. If you cancel your language holiday, 21 days prior to arrival, a processing fee equivalent to 25% of your total invoice, will apply. If you cancel your language holiday, between 20 to 8 days before your trip, a processing fee of 50% of your total invoice will apply. If you cancel your language holiday, 7 days before the booked start date or if you fail to start your course on the booked date; then the total amount of fees on your invoice will apply, therefore, there will be no refund.

The administration fee is charged given that upon reservation of a place and confirmation, BELS books the appropriate services for the student. Such administrative fee will cover payment of the staff.

Any postponements are subject to availability, of both accommodation and courses. The first postponement is not chargeable, however all postponements thereafter will be charged an administration fee of €30. Postponements can only be effected up to a maximum of 3 months (12 weeks).

## LIABILITY

BELS will not be held liable for loss, damage or injury to persons or property. For any legal issues, the legal representative of BELS Ltd. is Mrs. Rebecca Bonnici.

## LESSON SCHEDULE NOTICE

General English courses for adults are typically scheduled in the morning, starting at 9:00 a.m. However, in exceptional circumstances, lessons may be moved to the afternoon. This is a rare occurrence and only applied when absolutely necessary — morning lessons remain the standard timetable.

In such cases, students booked on discounted long-term rates (12 weeks or more) may be allocated afternoon classes, while students enrolled for 1 to 7 weeks are given priority for morning slots.

## ONLINE TUITION

The duration of one online lesson is 45 minutes. Lessons are available from Monday – Friday, from 08:00- 20:00, and on Saturday from 08:00 – 12:00 (GMT+1), depending on availability. Lesson dates and times must be agreed upon at least 1 week prior to the start date. Change in lesson days and time must be communicated to the school, by email, at least 24 hours prior to the agreed upon time, in order to secure postponement. The registration fee is valid for 12 months, after initial registration. Course extensions with a 12-month period from the initial booking, are exempt from the registration fee. Lesson bundles are non-transferable. Lesson bundles must be consumed within indicated validity period per bundle. Lessons which are not taken up within this period are lost and non-refundable.

## COMPLAINTS

All considerable claims against BELS must be made in writing whilst the students are in-house. Complaints will not be accepted from students after completion of their language holiday.

## SERVICES

The information contained in this price list is binding for the school as it constitutes the basis of the travel contract.

## THIRD PARTY BOOKINGS

For bookings made through third parties and not directly with BELS, the official price list and brochure are the sole sources of factual information when promoting our services. The BELS website and online pricing tools are intended for general guidance only and may not reflect specific agent agreements or contractual terms.

## DESCRIPTIONS

BELS believes that all statements made in its promotional materials are factual and correct. Every reasonable effort has been made to ensure such accuracy.

BELS is not responsible for any changes that become known after promotional material is produced (up-to-date information can be found on our website [www.belsmalta.com](http://www.belsmalta.com)). BELS will advise you of any material changes which become known to it prior to the start date.

# Terms & Conditions (cont.)

## INSURANCE

BELS highly recommends that all students (18+) purchase a travel insurance policy however students under 18 must travel with a valid insurance policy. They can acquire their own insurance or purchase one through BELS. The insurance needs to cover claims related to travel, health, injury, third party liability; loss or damage of personal belongings & cancellations.

## CHANGE OF LEVEL

Our classes are based on course material that cover the main skills needed for the students to improve. As learners improve during their stay with us, they are given the opportunity to take a change of level test. If they pass the test, they will need to purchase more material since they will be promoted to a higher level group. Students are free to remain at their current level; however, they acknowledge that any improvement may be significantly limited as a result of remaining in such a lower level and they acknowledge that the staff will not be providing additional materials/teaching of higher level. Furthermore, students who choose to stay in a lower-level class must not disrupt the learning environment and are expected to maintain a respectful and cooperative attitude toward both the teacher and fellow students.

## COURSE MATERIAL

On their first day, adult students will be given a course material based on their level, as achieved in the test. Students are informed not to write in the book until they are sure that it is the right level for them. If they write in the book and then request to change level, a second book will need to be purchased. Course materials do not include stationary which is the responsibility of the student.

## PRICE ADJUSTMENTS

Prices listed on our website are subject to change in response to fluctuations in energy and utilities costs. As these costs can directly influence the operational expenses involved in providing our products and services, any significant changes in these costs may result in a corresponding adjustment in our prices to reflect this. Prices following confirmation and payment of a booking will not change except in extreme circumstances. Agents are responsible for ensuring that they refer to the most up-to-date official price list, as provided through official agent communications, newsletters, or the designated content drive.

## GENERAL PASSPORT & VISA REQUIREMENTS

Students who are not residents of the Schengen community, need to apply for a visa to enter the Maltese Islands. BELS will help with the procurement of same by means of a visa acceptance letter. Visa acceptance letters will only be issued after receipt of full payment of the student's gross invoice. In the case of when a visa is denied, BELS will refund the client the full gross amount of the student's invoice minus registration, & visa processing fees and any bank charges. We will also assist students with the procurement of a student visa permit for long stays of more than 90 days. Attendance is strictly monitored, unjustified absences will be reported to the Central Visa Unit.

## PHOTOGRAPHY & FILMING

BELS may take promotional photographs and video footage of students with their consent or where applicable, with the consent of the parent or legal guardian.

## FORCE MAJEURE

BELS will not be responsible for any failure to comply with any of its obligations (and, therefore, shall not be required to provide any compensation) if the failure is instigated by any cause beyond BELS's reasonable control; BELS shall not be responsible for any costs incurred by or on behalf of the student as a result of any such cause. Such cases shall include but not be limited to act of government or any action taken by a government or public authority, including 'lockdown', prohibition of entry into the country, promulgation of quarantine measures, etc., war, threat of war, riot, civil strife, industrial dispute, general labour disturbance (i.e. boycott, strike, lockout, etc.), terrorist activity, natural or nuclear disaster, unusually adverse, weather conditions and infectious diseases, epidemic or pandemic health crises.

## EXPULSION

BELS reserves the right to expel students who commit any criminal offence such as drug abuse, or are found to have provided false information on his/her application or do not attend lessons on a regular basis. The same right may be exercised in the case of students whose actions are deemed disorderly, aggressive or threatening. Students found drunk on school premises or who behave and/ or act in any way which could bring BELS & BELS accommodation into any dispute will also be expelled. Students who are expelled will lose all rights to a refund for their outstanding course, accommodation and activities they will consequentially miss. Please note that in such cases that the Immigration Department and all other relevant authorities will be informed of the expulsion.

## JUNIORS RESIDENCE

Accommodation for minors is sharing with other students on the same programme. Supervision is provided by BELS with live-in residence leaders.

## LEISURE PROGRAMME

BELS reserves the right to make changes to the leisure programme due to weather, and environmental conditions or any other reasons beyond our control.

## HOST FAMILIES

All students are entitled to one load of laundry per week and any additional loads are charged at the host family's discretion. The use of the kitchen, air conditioning, (if available) or other amenities at the host family, needs to be agreed upon directly with the host family.

## SPECIFIC JUNIORS RULES

Parents and students have to sign and accept the BELS Juniors rules which will be sent over when the Guardianship Form is provided. These include but are not limited to the following points: Students attending our Camp Programme must respect curfew times. Illegal substances, cigarettes, vapes and alcohol are not permitted during the programme. Students who fail to comply with the programme rules will be sent home at their guardians' expense. When signing the consent form the guardian confirms that if the child does not comply with the programme rules, or with any other rules that may be set by the school from time to time, they will be expelled from the programme and be sent home at the guardian's expense. This means that the child will not be allowed to mix with our students, and hence change of accommodation will be requested until repatriation. BELS' responsibility towards the child will end twelve hours after an incident has been reported. No refunds will be given in the case of a student's expulsion.

## CONSENT FORMS

All minors attending a course with BELS need to have the designated consent form signed by their guardian. This needs to be received by BELS 10 days prior to the minor's arrival. Students who arrive in Malta without the consent form signed by their guardian will not be allowed to join courses or activities.

**These Terms & Conditions are legally binding and take precedence over any terms which may be provided by agents we work with, unless such agent-provided terms are identical to those stated herein or otherwise approved by BELS in writing.**