

Language in Action - Students Terms and Conditions

DEFINITIONS

1. **Student:** The individual enrolled in the residential summer course provided by Language in Action.
2. **Visa Letter:** A formal document issued by Malvern International to support a client's visa application.
3. **UKVI:** United Kingdom Visas and Immigration, the governmental authority responsible for visa regulations and compliance.
4. **Short-Term Study Visa:** A visa for individuals coming to the UK for short-term study purposes.
5. **Parent/Guardian:** The person responsible for the student if they are under 18 years of age.
6. **Deposit:** A non-refundable amount paid to secure a place on the course.
7. **Cancellation:** The termination of course enrollment by the student or their parent/guardian.
8. **Postponement:** The deferral of the course start date to a later agreed date.

1. VISAS AND DOCUMENTATION

- 1.1. The student must pay a £300 non-refundable deposit to receive a visa letter to apply for a Short-Term Study Visa.
- 1.2. One change to the visa letter is free of charge. For any other changes the student must pay an extra £300 non-refundable deposit for each change.
- 1.3. The student is solely responsible for securing the correct visa. Language in Action is not liable for unsuccessful visa applications or related costs.
- 1.4. If a visa is refused once, Language in Action may choose not to issue a new visa letter.
- 1.5. The student must complete the visa process at least two weeks before the course start date. Language in Action is not responsible for decisions made by embassies or immigration authorities regarding entry visas or extensions.
- 1.6. The student must inform Language in Action of visa progress and provide at least two weeks' notice in case of visa delays to postpone their course start date without additional fees. Availability and pricing may change.
- 1.7. The student must comply with all UK Visa and Immigration (UKVI) rules before and during their course. Language in Action is required to report any violations to UKVI, and course termination may result without refunds for fraudulent visa applications.
- 1.8. Language in Action retains copies of the student's passport, visa, local contact details, and next of kin (e.g. parents, husband, wife) on the first day of the course.

2. ENROLLMENT AND PAYMENTS

- 2.1 By registering, students authorise Language in Action to collect, store, and share their information as per UK
- 2.2 General Data Protection Regulations (GDPR). Parental consent is required for clients under 18.
- 2.3 Upon registration, students may be added to the mailing list, with an option to unsubscribe at any time.
- 2.4 An invoice acts as a binding contract for the full payment of fees
- 2.5 Payment must be received 28 days before the course start date. Penalty fees or service alterations may apply for late payments.
- 2.6 Payments can be made via bank transfer or card, with The Client responsible for all bank charges. Malvern

International must receive the amount in the currency stated on the invoice.

- 2.7 A non-refundable registration fee is required.
- 2.8 Students are not permitted to attend classes without full payment of fees.

3. CHANGES, CANCELLATIONS, AND REFUNDS

- 3.1 Students are advised to purchase insurance covering medical treatment, personal risk, property loss/theft, and course cancellation.
- 3.2 Visa deposit fees are non-refundable. If a visa is rejected, refunds may be processed for other fees, provided notice is given at least 14 days in advance with a copy of the visa rejection letter (see further conditions below).
- 3.3 Students who cancel after a visa has been issued will not be refunded, and Language in Action will follow UKVI guidelines about informing the authorities.
- 3.4 Refunds for clients without visas are subject to notice periods:
 - 3.4.1. 21 or more UK working days: all tuition fees refunded but not visa deposit and registration fee.
 - 3.4.2. 11-20 UK working days: 50% of tuition fees refunded but not visa deposit and registration fee.
 - 3.4.3. 10 or fewer UK working days: no refund.
- 3.5 Refunds are processed within 20 UK working days, and any associated bank fees will be deducted from the refunded amount. For example, errors in bank details will result in an additional £50 administration fee.
- 3.6 If the student does not arrive on the start date and does not contact Language in Action in the first two weeks of the course, then the course is cancelled without refund.
- 3.7 Language in Action reserves the right to change details of its services, including courses, facilities, accommodation as well as course dates, where circumstances beyond the company's control necessitate such changes or where the number of enrolments is not enough to operate a course viably.

4. BEHAVIOUR AND CODE OF CONDUCT

- 4.1 Students must respect the school rules, staff, fellow students, and properties.
- 4.2 Aggressive, intimidating, racist, or illegal behaviour will result in immediate expulsion without refund, this includes social media and all online behaviour. Please note that Language in Action social media sites are monitored and any form of cyber bullying, antisocial or racist behaviour will not be tolerated.
- 4.3 The use and possession of alcohol and drugs is strictly prohibited and will lead to immediate expulsion.
- 4.4 Students must comply with the established curfew and may not leave the accommodation without authorization.
- 4.5 Any damage to school or personal property will be charged to the responsible student and may result in dismissal from the course.
- 4.6 Please refer to the Language in Action student disciplinary chart for further details

5. ATTENDANCE

- 5.1 Students must follow classroom rules, including punctuality, attendance, and homework completion. Repeated failures to meet these expectations may result in exclusion.
- 5.2 Language in Action's rules around lateness will be explained to all students on their first day and are included in the pre-arrival documents. The student will be refused entry to class if they arrive late.
- 5.3 Language in Action courses are for different language levels. The student must do a level test and if the student

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is not at the right level they will be moved to a different course. It is Language in Action's decision and judgment what the student's level is to start or change a course.

- 5.4 Course level changes or cancellations due to insufficient enrolment are at Language in Action's discretion.
- 5.5. The student receives a certificate if they attend 80% or more of their course.

6. ACCOMMODATION

- 6.1 Accommodation is provided only to students enrolled in the course.
- 6.2 Requests for changes must be submitted with at least 14 days' notice.
- 6.3 Students must follow the accommodation rules; serious breaches may result in expulsion without refund.
- 6.4 Students are liable for any damages to the accommodation.

7. LIABILITY

- 7.1 Language in Action is not liable for failure to perform its obligations if such failure is a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout or interruption or failure of electricity or telephone service. Refunds are not to be made in such cases.
- 7.2 Language in Action is not liable for loss, damage, or injuries incurred during the course.

8. TRANSFERS

- 8.1 The Client must pay a fee for extra waiting time if there are delays to their journey that are not communicated by the airport tracking service or alternatively communicated to Malvern International by The Client at least two hours before the organised pick-up time.
- 8.2 The Client will receive no refund and must pay any extra costs caused by a mistake in the travel details given by The Client.

9. WELFARE AND SAFEGUARDING

- 9.1 Language in Action takes full responsibility for the welfare and safeguarding of all students during their time on the company's sites and campuses, and on excursions/activities arranged and supervised by the school staff. These include any activity/visit as advertised or arranged with clients of the company for closed groups and any individuals studying with us and will ensure a minimum supervision ration of one adult for every 15 students.
- 9.2 Students on our residential summer courses are accompanied by their Group Leaders / Teachers / Medical Staff and those accompanying adults hold the primary responsibility for their students' pastoral care. *Language in Action* staff will take the leading role in supervising excursions and social activities to secure a supervision ratio of at least one adult every 15 students and will provide a structured pastoral care framework.
- 9.3 Students need to be in good mental and physical health when starting a course. Any matters relating to health must be declared upon course application. Language in Action reserves the right to terminate the programme of any person or group at their own expense if their medical condition affects their ability to participate normally on any programme.

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10. DATA PROTECTION

- 10.1 Language in Action complies with the General Data Protection Regulation (GDPR). Personal data will be treated confidentially and used only for educational and administrative purposes.
- 10.2 Personal data may be shared with UK authorities (e.g., UKVI) if required.

11. FEEDBACK AND COMPLAINTS

- 11.1 Any issues should be raised with staff on-site. Formal complaints can be sent to adam.ennis@malvernplc.com